



**Vestavia Hills
City Council Agenda
June 26, 2023
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Don Richards, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager's Report
8. Councilors' Reports
9. Financial Reports - Melvin Turner, III, Finance Director
10. Approval Of Minutes

Old Business

11. Public Hearing - Resolution Number 5462 - A Resolution authorizing the installation of a new support structure for a small cell facility to be located in the right-of-way adjacent to 1663/1671 Crossgate Drive, 2581 Crossgate Place and 1704 Crosswood Lane
12. Public Hearing - Resolution Number 5464 - Annexation - 90 Day - 3512 Valley Circle; Lot 4, Block 2, Dolly Ridge Estates, 2nd Add; David Pace, Owner(s)
13. Public Hearing - Ordinance Number 3182 - Annexation - Overnight - 3512 Valley Circle, Lot 4, Block 2, Dolly Ridge Estates, 2nd Addition; David Pace, Owner(s)
14. Public Hearing - Resolution Number 5465 - Annexation - 90 Day - A portion of 2553 Rocky Ridge Road; Taylor Burton
15. Public Hearing - Resolution Number 5466 - De-Annexation - A Portion of 2551 Rocky Ridge Road; A request for de-annexation of the rear portion of the property to allow construction of two single family residences to join with a Jefferson County subdivision and act as a buffer to allow construction of a new office building on the front of 2551 and 2553 Rocky Ridge Road; Taylor Burton, Owner(s)

New Business

16. Public Hearing - Resolution Number 5467 - Alcohol License for Acton Mart LLC d/b/a Acton Mart; 2423 Acton Road for an 050 - Retail Beer and an 070 Retail Table Wine license; Ali Mohammed Nasher, Executive
17. Public Hearing - Resolution Number 5468 - Alcohol License - Vestavia Station LLC d/b/a Vestavia Station; 728 Montgomery Highway for a 050 - Retail Beer (off premises only) and 070 - Retail Table Wine (off premises only) license; Ali Mohammed Nasher, Executive
18. Public Hearing - Resolution Number 5470 - Alcohol license for JDHS LLC d/b/a The Palm and Pig; for an 020 - Restaurant Retail Liquor License for a new restaurant at 633 Montgomery Highway; Charles W. Perry, III, William I. Davis and Douglas S. Smith, Executives

New Business Requesting Unanimous Consent

First Reading (No Action To Be Taken At This Meeting)

19. Public Hearing - Resolution Number 5469 - A Resolution expressing gratitude to State Representative Mike Shaw and the Jefferson County Community Service Fund for donations to be used for certain upgrades/improvements in the Vestavia Hills Parks and Recreation Department
20. Public Hearing - Resolution Number 5471 - A Resolution Approving Funding And Authorizing The City Manager To Take All Actions Necessary To Construct A Sidewalk Project In Cahaba Heights And To Authorize Survey And Engineering Services for Another Proposed Sidewalk Project in Cahaba Heights In Order To Further Pedestrian Connectivity
21. Public Hearing - Ordinance Number 3184 - An Ordinance to authorize the City Manager and Director of Parks and Leisure Services to Sign a revised Civic Center Facility Agreement and Deposit Form for Facility Rentals at the Civic Center
22. Citizens Comments
23. Time Of Adjournment

PUBLIC HEARING PROCEDURES

The following procedures shall be followed for every public hearing of the City Council:

- All comments shall be limited to **3 minutes**. A countdown clock will be provided on the video screens.
- Do not duplicate comments made by previous speakers. For example, if traffic is mentioned as an issue, do not readdress that issue.
- All comments shall be directed to the Mayor and/or presiding officer. Do not address the audience or the applicant.
- Each speaker shall identify himself, including full name and address.

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

If you prefer not to attend a City Council meeting or work session in person, you may participate remotely:

- **Videoconference:** To participate by videoconference, you may access the meeting via Zoom at <https://us02web.zoom.us/j/5539517181>. When the Zoom.us window opens in your browser, click "Allow" to be placed in a virtual "waiting room." The host will open the meeting and allow all participants to join the meeting at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the "video" feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council. Some useful Zoom functions include: microphone Mute/Unmute; Start/Stop Video; and View Participants – opens a pop-out screen that includes the "Raise Hand" icon that you may use to raise a virtual hand.
- **Teleconference:** To participate by telephone, dial 312.626.6799 and enter the meeting ID: 5539517181. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, unmute yourself by pressing *6 on your keypad. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

Meetings may be recorded. By participating in the meeting, you are consenting to be recorded.

"Zoom-bombing." Zoom-bombing is a cyber-crime and is punishable by law. In the event of an attendee intruding into any City of Vestavia Hills Zoom meeting, the online broadcast will be terminated immediately. Council and/or board members may be readmitted but online attendees will not. Although Zoom-bombing is not a frequent occurrence, those wishing to make public comment should attend the meeting in person.

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of May was \$53,965,868, which is comprised of the following funds:

General Funds	\$44,084,782
Restricted Funds	\$9,878,105
Petty Cash	<u>\$2,980</u>
Total	<u>\$53,965,868</u>

2.) The "Financial Overview" for the month and YTD through May is as follows:

Monthly Revenues	\$3,728,542	YTD Revenues	\$52,353,936
Monthly Expenses	<u>\$4,269,062</u>	YTD Expenses	<u>\$42,898,011</u>
Monthly Fund Balance	<u>(\$540,520)</u>	YTD Fund Balance	<u>\$9,455,925</u>

3.) Comparative Fund Balances:

	<u>YTD</u>	<u>Variance</u>
Actual - 2022-2023	\$9,455,925	
Budget - 2022-2023	\$6,968,297	\$2,487,628
Last Year - 2021-2022	\$9,800,470	(\$344,545)

Note:

The "Actual Fund Balance" is \$2,487,628 greater than the "Budgeted Fund Balance" and (\$344,545) less than "Last Year Fund Balance".

Summary
Financial Report
May 2022-2023

MTD						YTD			Variance	
		Actual		Budget	Last Year	Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES		3,728,542		2,793,842	3,134,341	52,353,936	45,565,617	46,483,821	6,788,319	5,870,114
EXPENSES		4,269,062		4,052,392	4,046,114	42,898,011	38,597,320	36,683,351	(4,300,691)	(6,214,660)
FUND BALANCE		(540,520)		(1,258,550)	(911,773)	9,455,925	6,968,297	9,800,470	2,487,628	(344,545)
Advalorem - Real		93,879		30,825	21,709	18,948,887	17,254,035	17,077,247	1,694,852	1,871,640
Sales Tax		2,666,726		1,909,360	2,186,859	19,471,966	15,993,735	17,690,053	3,478,231	1,781,912
Utility Franchise Fees		69		38	0	2,466,962	2,353,151	2,353,329	113,811	113,633
Business License		570,616		91,030	95,112	3,908,860	3,563,642	3,397,900	345,218	510,960
Advalorem - Personal		193,007		146,129	168,656	1,471,783	1,114,874	1,242,160	356,909	229,623
October thru May 2023 (8 months)						2022-2023				
		Actual		Budget Total	Outstanding Bal	% Received	% Outstanding	Verification		
Advalorem - Real		18,948,887		17,311,511	1,637,376	109.46%	9.46%	118.92%		
Sales Taxes		19,471,966		24,804,732	(5,332,766)	78.50%	-21.50%	57.00%		
Utility Franchise Fees		2,466,962		2,353,277	113,685	104.83%	4.83%	109.66%		
Business License		3,908,860		3,975,640	(66,780)	98.32%	-1.68%	96.64%		
Advalorem - Personal		1,471,783		1,753,590	(281,807)	83.93%	-16.07%	67.86%		
MAY		MTD				MTD				
					Variance	Last Year	Act vs LY			
Advalorem - Real		93,879		30,825	63,054	21,709	72,170			
Sales Taxes		2,666,726		1,909,360	757,366	2,186,859	479,867			
Utility Franchise Fees		69		38	31	0	69			
Business License		570,616		91,030	479,586	95,112	475,504			
Advalorem - Personal		193,007		146,129	46,878	168,656	24,351			

CITY OF VESTAVIA HILLS															
MONTHLY CASH REPORT															
"RECONCILED BALANCES"															
Bank															
General Funds	Banking Institutions	APR	May 2022	June 2022	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023
General / Operational Funds	Region Bank	4.09%	23,958,637.49	12,293,983.88	12,436,880.81	7,560,391.56	6,548,022.84	5,565,982.62	4,801,445.10	5,599,579.93	16,459,200.47	24,217,752.68	14,342,621.96	12,018,312.32	11,759,702.36
Enhanced Cash Strategy	Region Bank	4.83%	0.00	9,985,561.90	9,993,654.55	10,004,909.71	9,968,394.12	9,970,136.53	10,004,892.48	10,033,846.24	10,079,701.89	10,084,683.50	10,163,965.58	10,189,384.32	10,191,577.01
Payroll Fund	Region Bank	0.25%	0.00	820.93	998.50	820.93	720.93	720.93	720.93	720.93	720.93	720.93	720.93	720.93	5,648.68
Emergency Reserve Fund	Morgan Stanley/Region	2.50%	14,520,861.43	15,656,080.41	15,721,696.50	15,585,113.45	15,422,957.06	15,401,924.13	15,469,278.74	15,508,437.79	15,585,494.46	15,544,687.62	15,723,723.88	17,600,611.65	17,597,102.85
Capital Projects Reserve Fund	SouthState Bank <i>formerly CenterState Bank</i>	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Court & Corrections Fund	Region Bank	0.25%	1,078,736.96	448,701.46	556,699.46	699,112.73	848,699.37	996,489.37	1,098,973.37	430,062.37	574,310.77	719,529.33	902,593.63	1,043,983.69	411,577.03
American Rescue Plan (COVID-19)	SouthPoint	4.40%	4,104,860.10	8,199,729.29	4,110,618.35	4,469,574.17	4,464,432.96	4,452,571.95	4,356,508.94	4,358,378.84	4,357,653.60	4,369,028.87	4,341,120.29	4,352,374.03	4,119,174.25
Total - Balance			\$43,663,095.98	\$46,584,877.87	\$42,820,548.17	\$38,319,922.55	\$37,253,227.28	\$36,387,825.53	\$35,731,819.56	\$35,931,026.10	\$47,057,082.12	\$54,936,402.93	\$45,474,746.27	\$45,205,386.94	\$44,084,782.18
Restricted Funds															
Court Cash Bonds	Regions Bank	0.25%	88,705.00	92,851.00	101,821.00	106,022.00	109,621.00	116,135.20	122,085.20	127,130.20	141,930.20	141,120.20	139,685.20	139,025.20	145,324.20
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	5,999,642.06	5,999,642.06	6,034,642.06	6,034,642.06	6,519,249.56	6,442,249.56	6,442,249.56	6,442,249.56	6,247,607.06	6,247,607.06	6,247,607.06	6,247,607.06	4,258,644.42
Contractors' Cash Bonds	SouthPoint	0.25%	857,876.19	868,484.97	868,120.90	883,760.32	897,645.10	923,093.29	915,459.54	888,154.29	855,033.33	814,694.62	796,919.40	742,683.86	757,009.15
Confiscated Funds	SouthPoint	1.25%	460,025.37	460,498.00	460,986.88	461,476.28	461,950.40	462,440.83	286,473.35	286,777.48	287,081.94	287,357.22	287,662.29	287,957.83	288,263.54
Community Spaces	SouthPoint	1.65%	47.82	48.42	49.05	49.68	50.29	50.92	51.53	52.16	52.79	53.36	454.99	455.60	456.23
2013 GOW - QEBC Sinking Fund	Bank of New York	2.35%	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,891,162.76	1,891,162.76
Library Campaign Fund/Donations	Pinnacle	earnings offset fees	298,321.80	305,040.29	310,259.39	316,413.44	304,968.90	310,327.13	317,635.51	332,006.02	337,344.68	338,450.14	344,930.72	351,677.17	374,885.75
Lease Escrow Funds	Truist & Robertson		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2,160,736.32	2,162,359.34
Total Balance			\$9,387,503.23	\$9,409,449.73	\$9,458,764.27	\$9,485,248.77	\$9,976,370.24	\$9,955,693.02	\$9,785,350.78	\$9,777,765.80	\$9,570,446.09	\$9,530,678.69	\$9,518,655.75	\$11,821,305.80	\$9,878,105.39
Cash on Hand															
Petty Cash - City Depts.			880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail			500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Petty Cash - Library			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash			\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00
Grand Total - All Funds			\$53,053,579.21	\$55,997,307.60	\$52,282,292.44	\$47,808,151.32	\$47,232,577.52	\$46,346,498.55	\$45,520,150.34	\$45,711,771.90	\$56,630,508.21	\$64,470,061.62	\$54,996,382.02	\$57,029,672.74	\$53,965,867.57
Petty Cash Itemization															
City Clerk Dept.	none														
Court Dept.	\$500.00														
Finance Dept. & Vehicle Tags	\$1,050.00	Tags & City Depts													
Fire Dept.	\$100.00	City Depts													
Inspection Dept.	\$30.00	City Depts													
Library	\$600.00														
Mayor's Office	\$200.00	City Depts													
Parks & Leisure Services	\$300.00	City Depts													
Police Dept.	\$200.00	City Depts													
Public Services	none														
Total	\$2,980.00														

FINANCIAL SUMMARY REPORT
"MAY 2022-2023"

1	MONTH OF MAY 2023							YEAR-TO- DATE THROUGH MAY 2023						
	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	2022-2023	2022-2023	2021-2022	Actual to Budget		Actual to Last Year		2022-2023	2022-2023	2021-2022	Actual to Budget		Actual to Last Year	
REVENUE SUMMARY	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	25,439	15,669	21,321	9,770	62.35%	4,118	19.31%	141,699	121,928	174,017	19,771	16.22%	(32,318)	-18.57%
COUNTY REVENUE	310,922	199,736	211,527	111,186	55.67%	99,395	46.99%	20,609,934	18,566,095	18,514,263	2,043,839	11.01%	2,095,671	11.32%
CITY REVENUE	3,107,731	2,367,399	2,664,223	740,332	31.27%	443,508	16.65%	30,749,733	26,284,617	27,111,539	4,465,116	16.99%	3,638,193	13.42%
PARK & RECREATION	284,450	211,038	237,270	73,412	34.79%	47,180	19.88%	852,570	592,977	684,002	259,593	43.78%	168,568	24.64%
TOTAL REVENUES	3,728,542	2,793,842	3,134,341	934,700	33.46%	594,201	18.96%	52,353,936	45,565,617	46,483,821	6,788,319	14.90%	5,870,114	12.63%
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	932,828	726,457	1,011,634	(206,371)	-28.41%	78,806	7.79%	15,875,031	11,684,529	12,356,353	(4,190,502)	-35.86%	(3,518,677)	-28.48%
CITY COUNCIL	5,259	5,486	4,719	227	4.14%	(541)	-11.46%	62,864	65,048	55,908	2,184	3.36%	(6,956)	-12.44%
MAYOR & ADMINISTRATION	139,296	151,656	127,987	12,360	8.15%	(11,309)	-8.84%	1,299,472	1,296,484	1,093,031	(2,988)	-0.23%	(206,440)	-18.89%
CITY CLERK	35,583	40,234	39,762	4,651	11.56%	4,179	10.51%	334,517	330,129	296,475	(4,388)	-1.33%	(38,042)	-12.83%
MUNICIPAL COMPLEX	26,960	20,789	28,585	(6,171)	-29.68%	1,625	5.68%	219,973	206,124	190,720	(13,849)	-6.72%	(29,254)	-15.34%
INFORMATION SERVICES	45,868	61,171	50,900	15,303	25.02%	5,032	9.89%	430,925	476,301	356,296	45,376	9.53%	(74,629)	-20.95%
POLICE	1,024,163	1,009,301	945,772	(14,862)	-1.47%	(78,392)	-8.29%	8,158,844	8,064,063	7,342,253	(94,782)	-1.18%	(816,592)	-11.12%
FIRE	985,798	976,524	892,717	(9,274)	-0.95%	(93,081)	-10.43%	7,919,160	7,866,036	7,465,810	(53,124)	-0.68%	(453,350)	-6.07%
INSPECTION	122,830	60,178	45,697	(62,652)	-104.11%	(77,133)	-168.79%	479,736	490,620	368,554	10,884	2.22%	(111,182)	-30.17%
PUBLIC SERVICES	350,249	436,136	688,672	85,887	19.69%	338,423	49.14%	3,598,122	3,538,944	5,427,656	(59,178)	-1.67%	1,829,534	33.71%
PUBLIC LIBRARY	245,171	231,610	209,672	(13,561)	-5.86%	(35,500)	-16.93%	1,859,757	1,846,165	1,730,295	(13,592)	-0.74%	(129,463)	-7.48%
PARKS & LEISURE SERVICES	355,058	332,850	0	(22,208)	-6.67%	(355,058)	#DIV/0!	2,659,609	2,732,877	0	73,268	2.68%	(2,659,609)	#DIV/0!
TOTAL EXPENDITURES	4,269,062	4,052,392	4,046,114	(216,670)	-5.35%	(222,948)	-5.51%	42,898,011	38,597,320	36,683,351	(4,300,691)	-11.14%	(6,214,660)	(0)
SURPLUS / (DEFICIT)	(540,520)	(1,258,550)	(911,773)	718,030	57.05%	371,253	40.72%	9,455,925	6,968,297	9,800,470	2,487,628	35.70%	(344,545)	-3.52%

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JUNE 5, 2023

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and explained that this meeting was rescheduled from June 12, 2023 because it was determined early that there would be no available quorum on that date. The City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Paul Head, Councilor
George Pierce, Councilor

MEMBERS ABSENT:

Kimberly Cook, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Ryan Farrell, Asst. Fire Chief*
Keith Blanton, Building Official*
Melvin Turner, III, Finance Director
Zachary Clifton, Asst. Finance Director
Lori Beth Kearley, Public Works Director
**present virtually via Zoom or telephone*

Steve Dedmon, Vestavia Hills Chaplain, offered the invocation followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

The Mayor opened the floor for a motion to approve the agenda. He asked to approve the agenda as presented.

MOTION Motion to approve the agenda as presented was made by Mr. Weaver and seconded by Mr. Pierce. Roll call vote as follows:
Mr. Head – yes Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes
motion carried.

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- None.

CITY MANAGER'S REPORT

- None.

COUNCILOR REPORTS

- Mr. Pierce stated that the regular luncheon of the Vestavia Hills Chamber of Commerce will be held next week. He stated that he'll be out of town, so he will not be able to attend. The keynote speaker would be Greg Canfield, Alabama's Secretary of Commerce and Mr. Pierce encouraged everyone to attend.
- Mr. Pierce announced that the 41st Annual I Love America Day is scheduled to begin soon. Events are detailed on the Chamber's website. He encouraged everyone to attend these events.
- Mr. Weaver announced that the regular meeting of the Vestavia Hills Planning and Zoning meeting will be held Thursday, June 8, 2023 beginning at 6 PM.

APPROVAL OF MINUTES

The Mayor asked for a motion to approve the minutes of the May 16, 2023 (Special Meeting) and May 22, 2023, Regular Meeting.

MOTION: Motion to approve the minutes for the May 16, 2023 (Special Meeting) and May 22, 2023, Regular Meeting. meeting as presented was made by Mr. Weaver and seconded by Mr. Head. Roll call vote as follows:

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

OLD BUSINESS

The Mayor explained procedures for all public hearings. Speaker time will be limited to three minutes. A timer will appear on screen monitors in the room to keep everyone apprised of remaining time. Speakers should not duplicate issues. Speakers should only address the Mayor

and/or presiding officer, and not address the audience or petitioner. All speakers shall clearly give their name and address for the record.

NEW BUSINESS

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

The Mayor passed the gavel to Mr. Weaver.

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

- Public Hearing - Resolution Number 5462 - A Resolution authorizing the installation of a new support structure for a small cell facility to be located in the right-of-way adjacent to 1663/1671 Crossgate Drive, 2581 Crossgate Place and 1704 Crosswood Lane
- Public Hearing - Resolution Number 5464 - Annexation - 90 Day - 3512 Valley Circle; Lot 4, Block 2, Dolly Ridge Estates, 2nd Add; David Pace, Owner(s)
- Public Hearing - Ordinance Number 3182 - Annexation - Overnight - 3512 Valley Circle, Lot 4, Block 2, Dolly Ridge Estates, 2nd Addition; David Pace, Owner(s)
- Public Hearing - Resolution Number 5465 - Annexation - 90 Day - A portion of 2553 Rocky Ridge Road; Taylor Burton
- Public Hearing - Resolution Number 5466 - De-Annexation - A Portion of 2551 Rocky Ridge Road; A request for de-annexation of the rear portion of the property to allow construction of two single family residences to join with a Jefferson County subdivision and act as a buffer to allow construction of a new office building on the front of 2551 and 2553 Rocky Ridge Road; Taylor Burton, Owner(s)

Mr. Pierce detailed the request of the last two items and asked if anyone needs more information to contact the City Clerk.

Mr. Weaver passed the gavel back to the Mayor.

CITIZEN COMMENTS

Mr. Pierce pointed out that tonight is Neal Embry's last night as reporter of the Vestavia Voice. He wished Mr. Embry well in his future endeavors.

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:04 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5462

A RESOLUTION AUTHORIZING THE INSTALLATION OF A NEW SUPPORT STRUCTURE FOR A SMALL CELL FACILITY TO BE LOCATED IN THE RIGHT-OF-WAY ADJACENT TO CERTAIN PROPERTIES IN THE CITY OF VESTAVIA HILLS

WHEREAS, on December 17, 2018, the City Council adopted and approved Ordinance 2814A to adopt regulations for small cell technology facilities (“Nodes”) in the City of Vestavia Hills, Alabama; and

WHEREAS, §2.B.7 recommends that said Nodes shall be collocated when possible, however, when not possible the request shall be recommended by the City Manager and then approved by the City Council following a public hearing; and

WHEREAS, on the 11th day of October, 2022, Acquanetta Love, on behalf of Crown Castle Fiber, LLC, submitted applications for a new support structure to be located in the right-of-way (“ROW”) adjacent to the following properties as detailed in Exhibit A which is attached and incorporated into this Resolution Number 5462 as if written therein; (1) 1663/1671 Crossgate Drive, (2) 2581 Crossgate Place and (3) 1704 Crosswood Lane; and

WHEREAS, a sign was erected on the ROW and the surrounding property owners were notified of the request and contact information on April 21, 2023 and a public hearing to be held on June 12, 2023 regarding said new support request; and

WHEREAS, the City Manager and the City Staff have reviewed the application and recommend approval of said request; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to accept the recommendation and authorize installation of said new support structure.

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

1. The Mayor and City Council hereby accept the recommendation of the City Manager and authorize the installation of a new support structure to be located in the ROW adjacent to (1) 1663/1671 Crossgate Drive, (2) 2581 Crossgate Place and (3) 1704 Crosswood Lane as detailed in the supporting information marked as Exhibit A, attached to and incorporated into this Resolution 5462 as if written fully therein; and
2. This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 26th day of June, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

May 23, 2023

RE: Small Cell Support Structure Request.

Dear Property Owner,

You were recently sent notification of a public hearing concerning a request for a small cell support structure request in your immediate vicinity scheduled for Monday, June 12, 2023. It came to our attention at the Council meeting last night that a majority of our City Councilors will be out of town on June 12, 2023 and therefore, no business can be heard that evening.

Therefore, this letter is being sent today to advise you that the public hearing for the requested small cell support structure was rescheduled and will be held on **Monday, June 26, 2023 in the Council Chambers of City Hall located at 1032 Montgomery Highway. The meeting begins at 6:00 PM.**

I apologize for any inconvenience this rescheduling might cause you. If you have any questions concerning this rescheduling, please advise.

Sincerely,

A handwritten signature in purple ink, appearing to read "Rebecca Leavings".

Rebecca Leavings
City Clerk

VESTAVIA HILLS CITY HALL
1032 Montgomery Highway | Vestavia Hills, AL 35216
P. O. Box 660854 | Vestavia Hills, AL 35266-0854
205.978.0131 | VHAL.ORG

CITY OF VESTAVIA HILLS

**1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216**

OFFICIAL NOTICE OF A PUBLIC HEARING

May 15, 2023

This is an OFFICIAL NOTICE to inform you of the time, date and other details of the public hearing which will be held in the Vestavia Hills City Hall on the subject as follows:

TIME/DATE OF HEARING: 6:00 P.M. June 12, 2023 Monday

PLACE OF HEARING: Vestavia Hills City Hall
1032 Montgomery Highway

BOARD: Vestavia Hills City Council

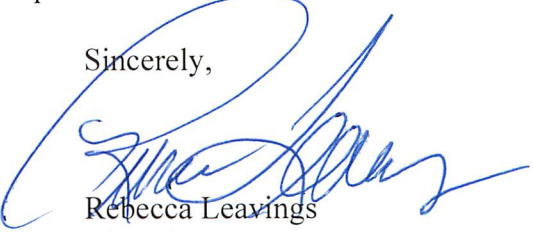
ACTION REQUESTED: Consideration of Installation of 35' Black Metal
Utility Pole with 5'6" embedment to be placed
within the public right-of-way for Node Placement,
Small Cell Wireless Facility

LOCATION OF PROPERTY: ROW adjacent to 1663 & 1671 Crossgate Drive; See
Enclosed Details for location and visual

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,



Rebecca Leavings
City Clerk

INDIVIDUALS WITH DISABILITIES NEEDING SPECIAL SERVICES TO PARTICIPATE IN APPLICATIONS, ACTIVITIES, PROGRAMS OR SERVICES ARE REQUESTED TO COORDINATE THEIR NEEDS IN ADVANCE, WHEN TIME PERMITS. IF SPECIAL ACCOMMODATIONS ARE REQUIRED, PLEASE CONTACT THE CITY CLERK, (205) 978-0179.

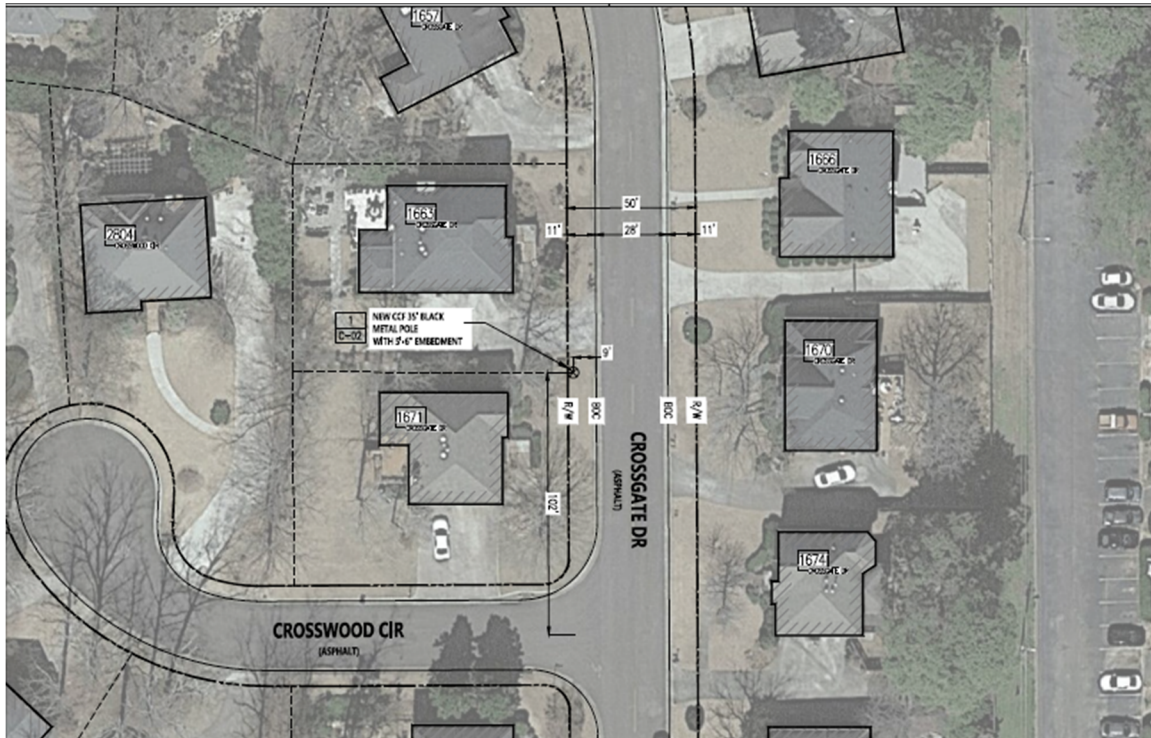
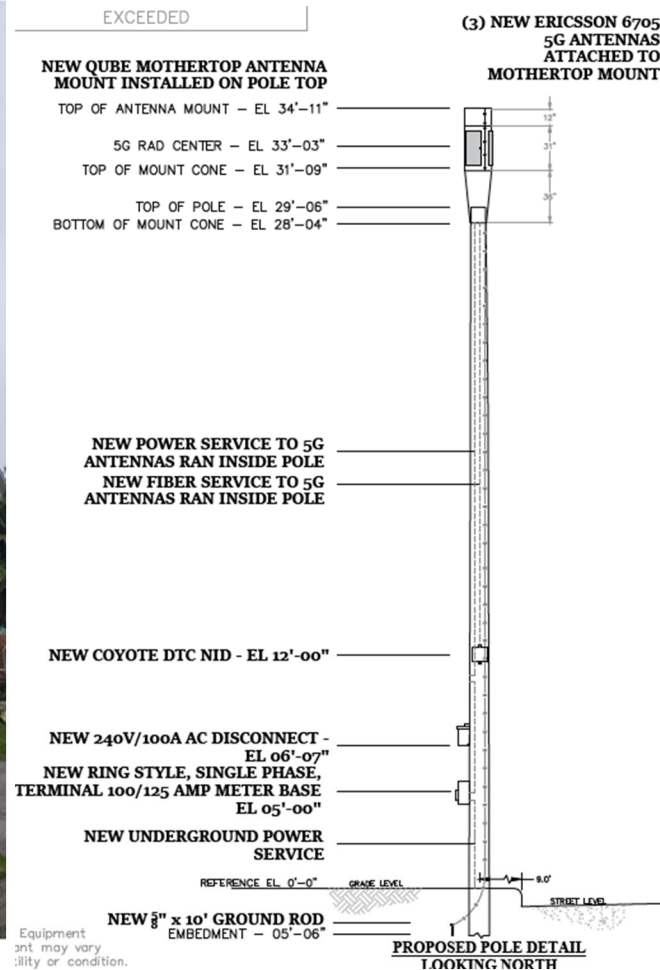


PHOTO SIMULATION





VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

April 21, 2023

RE: Small Cell/Fiber Deployment

Dear Property Owner:

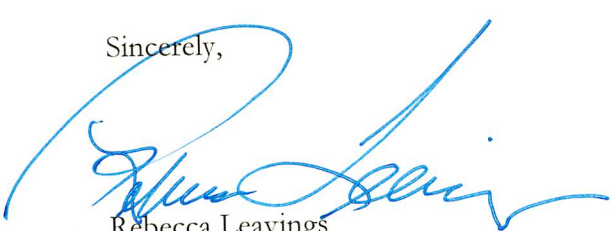
A new technology for cellular phone data and fiber internet is currently being deployed across the USA. Crown Castle, one of the companies deploying this technology, has indicated a need to locate a small micro-site cellular pole in the City of Vestavia Hills right-of-way adjacent/near your property and has submitted application for a 35' metal pole to be erected there. (See attached for location information.)

Small micro-site cellular poles are located in strategic areas which help to offload the larger macro cell towers as the need for cellular data increases in urban areas. Additional information concerning this technology is available on the City of Vestavia Hills website at <https://vhal.org/small-cell-technology>.

Please note that this request has not been approved by the City Council, but City staff is in the process of evaluating this request from Crown Castle and a public hearing on this matter will be held in approximately two months. Please review the included information along with the information on our website. If you need additional information, have questions or would like to discuss any concerns that you may have, please contact me at releavings@vhal.org or call 205.978.0184. If I am unable to assist you, I will share your contact information with a Crown Castle representative and have them contact you directly.

Thank you in advance for your attention to this request.

Sincerely,


Rebecca Leavings
City of Vestavia Hills City Clerk

VESTAVIA HILLS CITY HALL
1032 Montgomery Highway | Vestavia Hills, AL 35216
P. O. Box 660854 | Vestavia Hills, AL 35266-0854
205.978.0131 | VHAL.ORG

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216

OFFICIAL NOTICE OF A PUBLIC HEARING

May 15, 2023

This is an OFFICIAL NOTICE to inform you of the time, date and other details of the public hearing which will be held in the Vestavia Hills City Hall on the subject as follows:

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PLACE OF HEARING: Vestavia Hills City Hall
1032 Montgomery Highway

BOARD: Vestavia Hills City Council

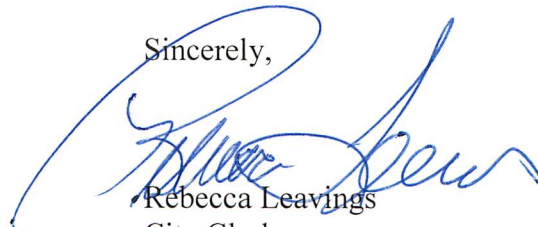
ACTION REQUESTED: Consideration of Installation of 35' Black Metal Utility Pole with 5'6" embedment to be placed within the public right-of-way for Node Placement, Small Cell Wireless Facility

LOCATION OF PROPERTY: ROW adjacent to 2581 Crossgate Place; See Enclosed Details for location and visual

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,

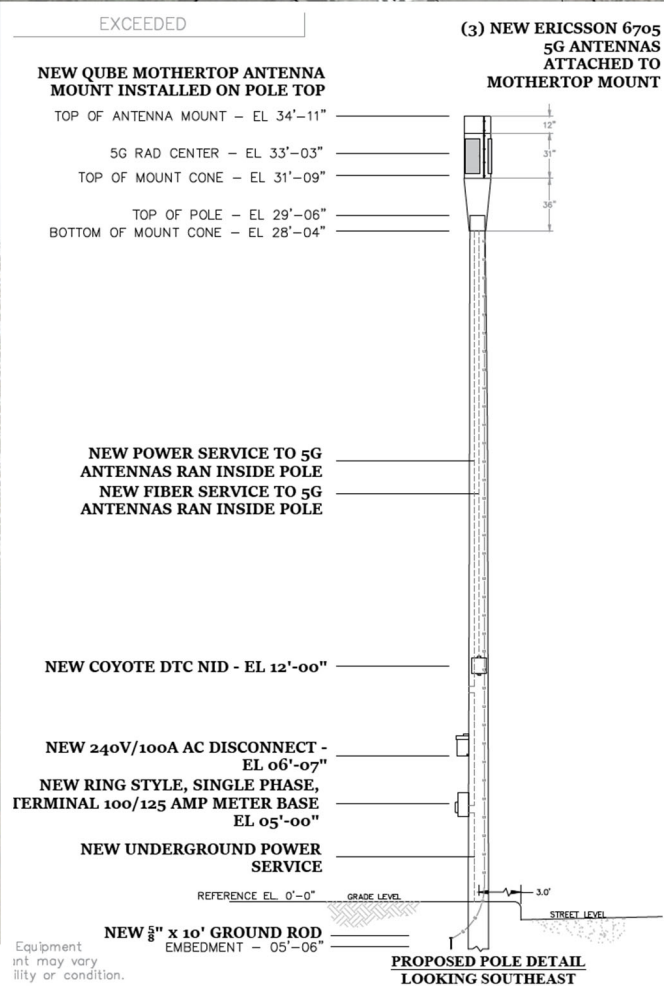


Rebecca Leavings
City Clerk

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PHOTO SIMULATION





VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

April 21, 2023

RE: Small Cell/Fiber Deployment

Dear Property Owner:

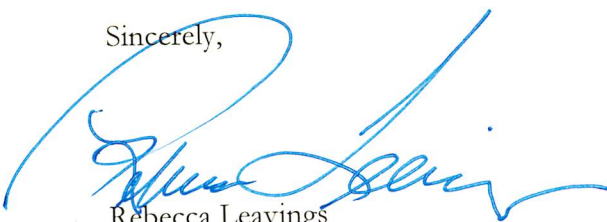
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Please note that this request has not been approved by the City Council, but City staff is in the process of evaluating this request from Crown Castle and a public hearing on this matter will be held in approximately two months. Please review the included information along with the information on our website. If you need additional information, have questions or would like to discuss any concerns that you may have, please contact me at rleavings@vhal.org or call 205.978.0184. If I am unable to assist you, I will share your contact information with a Crown Castle representative and have them contact you directly.

Thank you in advance for your attention to this request.

Sincerely,


Rebecca Leavings
City of Vestavia Hills City Clerk

VESTAVIA HILLS CITY HALL
1032 Montgomery Highway | Vestavia Hills, AL 35216
P. O. Box 660854 | Vestavia Hills, AL 35266-0854
205.978.0131 | VHAL.ORG

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216

OFFICIAL NOTICE OF A PUBLIC HEARING

May 15, 2023

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PLACE OF HEARING: Vestavia Hills City Hall
1032 Montgomery Highway

BOARD: Vestavia Hills City Council

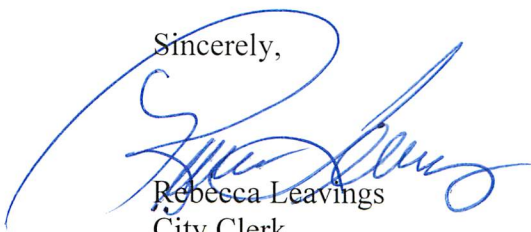
ACTION REQUESTED: Consideration of Installation of 35' Black Metal
Utility Pole with 5'6" embedment to be placed
within the public right-of-way for Node Placement,
Small Cell Wireless Facility

LOCATION OF PROPERTY: ROW adjacent to 1704 Crosswood Ln; See Enclosed
Details for location and visual

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,

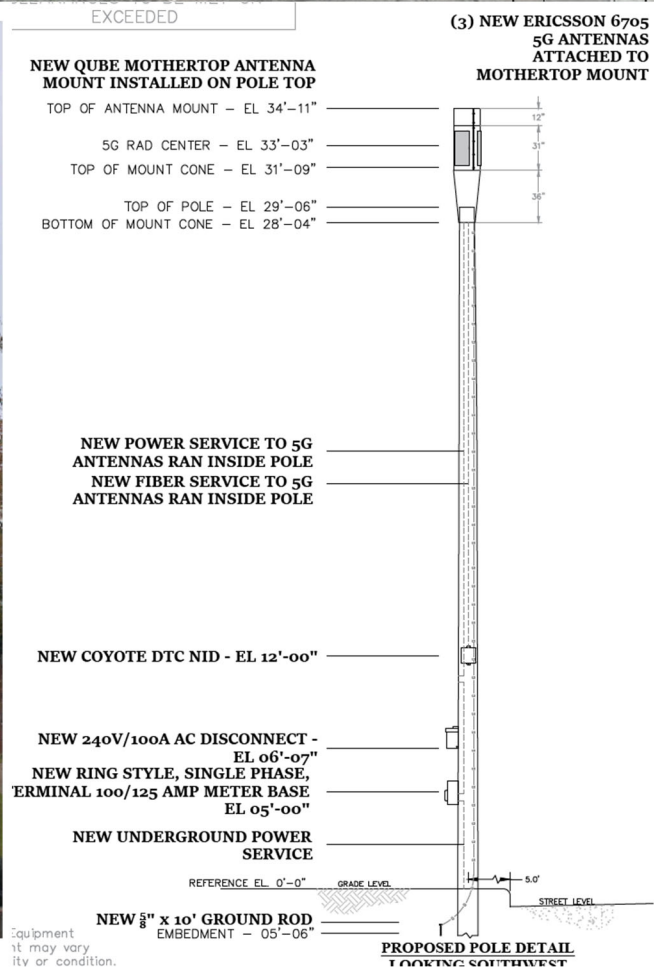


Rebecca Leavings
City Clerk

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PHOTO SIMULATION





VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

April 21, 2023

RE: Small Cell/Fiber Deployment

Dear Property Owner:

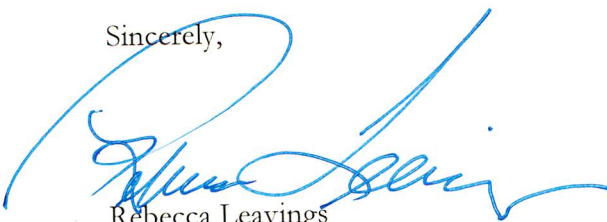
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Please note that this request has not been approved by the City Council, but City staff is in the process of evaluating this request from Crown Castle and a public hearing on this matter will be held in approximately two months. Please review the included information along with the information on our website. If you need additional information, have questions or would like to discuss any concerns that you may have, please contact me at rleavings@vhal.org or call 205.978.0184. If I am unable to assist you, I will share your contact information with a Crown Castle representative and have them contact you directly.

Thank you in advance for your attention to this request.

Sincerely,


Rebecca Leavings
City of Vestavia Hills City Clerk

VESTAVIA HILLS CITY HALL
1032 Montgomery Highway | Vestavia Hills, AL 35216
P. O. Box 660854 | Vestavia Hills, AL 35266-0854
205.978.0131 | VHAL.ORG



**CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5464 - Annexation - 90 Day -
3512 Valley Circle; Lot 4, Block 2, Dolly Ridge Estates, 2nd Add;
David Pace, Owner(s)

Background:

This property is a developed residential home. The property owner has purchased and cleaned the property pursuant to City Engineering comments. He has plans to fully renovate the interior of the home and flip it.

Recommendation:

The Standing Annexation Committee has reviewed this request and issued a report (attached).

Fiscal Impact:

na

Attachments:

1. Resolution 5464

RESOLUTION NUMBER 5464

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 3, 2023, 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 26th day of June, 2023; 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 28th day of June, 2023.

2. That on the 25th day of September, 2023, 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 5464 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:

3512 Valley Circle
Lot 4, Block 2, Dolly Ridge Estates, 2nd Add
David Pace, Owner(s)

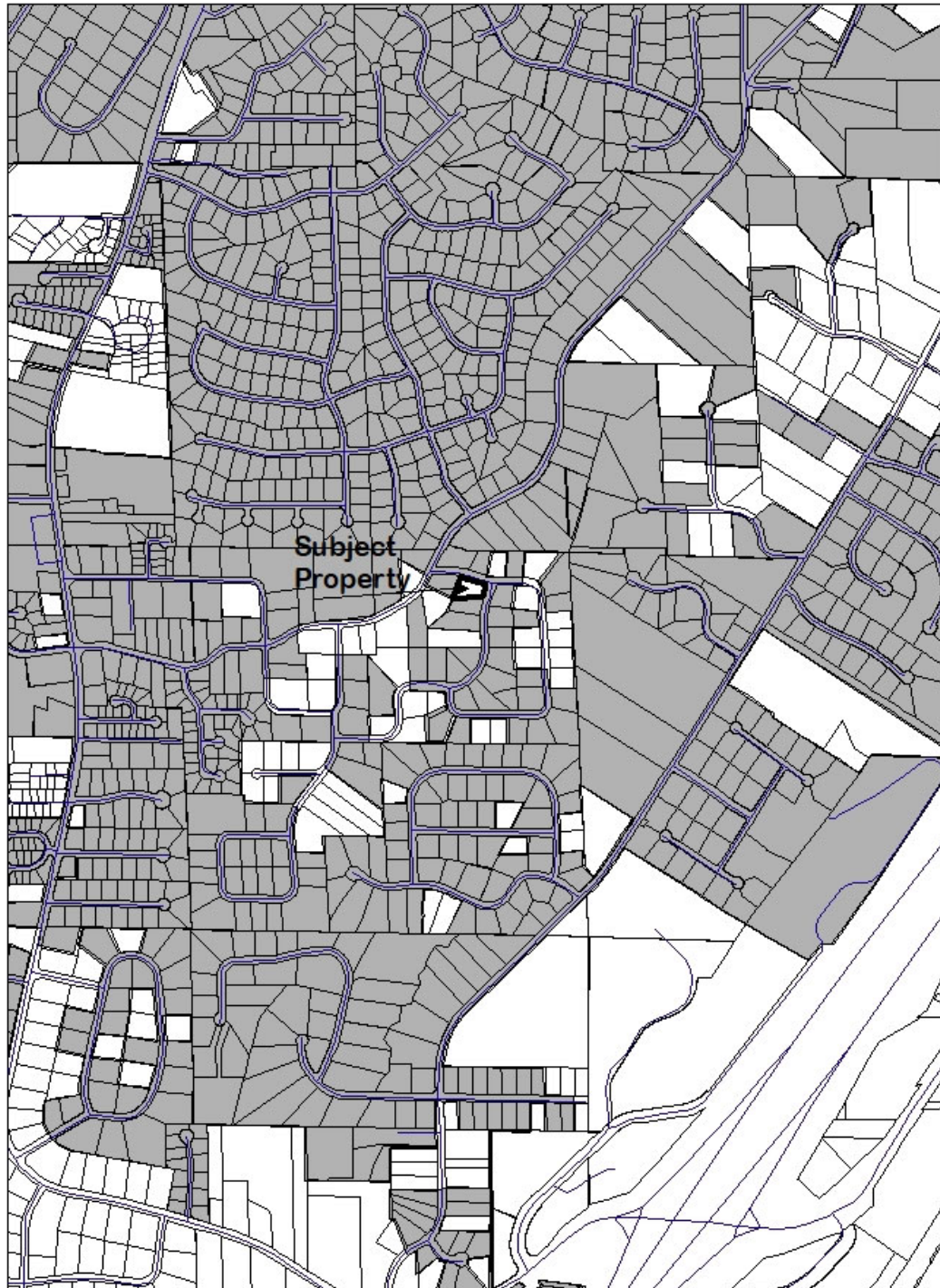
APPROVED and ADOPTED this the 26th day of June, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

3512 Valley Circle



PARCEL #: 28 00 32 4 005 019.000
OWNER: HARRIS DENISE ANNE
ADDRESS: 5295 MAGNOLIA SOUTH DRIVE TRUSSVILLE AL 35173
LOCATION: 3512 VALLEY CIR BHAM AL 35243

Exhibit - Resolution No. 5464

[111-C-] Baths: 2.0 H/C Sqft: 1,810
 18-034.0 Bed Rooms: 4 Land Sch: G1
 Land: 154,000 Imp: 192,800 Total: 346,800
 Acres: 0.000 Sales Info: 08/22/2022 \$80,166

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

Tax Year : 2022 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$321,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$154,000
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

POOL VINYL 500 29VP500 \$10,000
 BLDG 001 111 \$182,800

TOTAL MARKET VALUE [APPR. VALUE: \$346,800]: \$346,800

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$34,680	\$225.42	\$4,000	\$26.00	\$199.42
COUNTY	3	2	\$34,680	\$468.18	\$2,000	\$27.00	\$441.18
SCHOOL	3	2	\$34,680	\$284.38	\$0	\$0.00	\$284.38
DIST SCHOOL	3	2	\$34,680	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$34,680	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$34,680	\$176.87	\$0	\$0.00	\$176.87
SPC SCHOOL2	3	2	\$34,680	\$582.62	\$0	\$0.00	\$582.62

TOTAL FEE & INTEREST: (Detail) \$555.11

ASSD. VALUE: \$34,680.00

\$1,737.47

GRAND TOTAL: \$2,239.58

FULLY PAID

DEEDS

INSTRUMENT NUMBER

[2022094073](#)

[9315-9722](#)

DATE

8/22/2022

11/24/1993

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/10/2022	2022	MASSEY STOTSER & NICOLS	\$2,239.58
6/10/2022	2021	EAST COAST TAX AUCTION, LLC	\$2,172.24
5/24/2021	2020	BENTON DENISE	\$2,050.86
1/1/2020	2019	DENISE A HARRIS BENTON	\$1,901.14
10/17/2018	2018	HARRIS DENISE ANNE	\$1,424.00
1/5/2018	2017	HARRIS DENISE ANNE	\$918.93
1/12/2017	2016	-	\$863.82
12/23/2015	2015	-	\$863.82

Annexation Committee Petition Review

Property: 3512 Valley CircleOwners: David PaceDate: 5/24/23

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 346,800. Meets city criteria: Yes ☒ No ☐
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes ☒ No ☐
Number of total homes 17 Number in city 12
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: 3512 Valley Ave

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

12. Board of Education comments/concerns: N/A

Other Comments:
Home being renovated for sale



 George Pierce
 Chairman

**City of Vestavia Hills
Tax Calculator
Homestead Properties**

Exhibit - Resolution No. 5464

AD VALOREM TAX MILLAGE

Millage Multiplier	
0.02055	Ad valorem to City General Fund: 20.55 mills
0.02875	City BOE portion: 28.75 mills
0.0151	District 20 School: 15.1 mills
0.0082	Countywide School: 8.2 mills
0.05205	Ad valorem to Schools (TOTAL): 52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	3512 Valley Circle	Property Address		
====>	\$ 346,800	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$34,680.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$712.67	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$997.05	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,709.72	Total County remits to City for split with BOE	CITY	
\$523.67	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$284.38	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$712.67	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,805.09	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,517.77	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

Annexation Application**ANX-23-3**

Submitted On: Apr 3, 2023

Applicant

 David Pace
 770-480-7733
 dpace@davidpacere.com

**Exhibit - Resolution No. 5464
Primary Location**

3512 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner Information**Owner's Name**

Barrel, LLC

Owner Mailing Address Inc. City, State, Zip

2275 Marietta Boulevard Suite 270-367 Atlanta, Ga 30318

Property Information**Address of Property to be annexed?**

3512 Valley Cir

Legal Description of Property to be Annexed

LOT 4 BLK 2 DOLLY RIDGE ESTS 2ND ADD

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

2800324005019000

County Zoning Classification

E2

Is this annexation for redevelopment?

No

Compatible City Zoning Classification

--

Desired Zoning Classification

--

Is this a single-family residence with no additional development?

Yes

Annexation Request Information**Please Explain your reason for requesting annexation?**

City Services, Schools, Pestige of belonging to the community.

Are you located in the Rocky Ridge Fire District?

Yes

Information on Children**Name of Child**

TBD

Age of Child

--

School Grade of Child**Plan to Enroll in Vestavia Hills School within 2 years?**

--

--

Name of Child

Age of Child

--

--

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

--

--

Addition children information

--

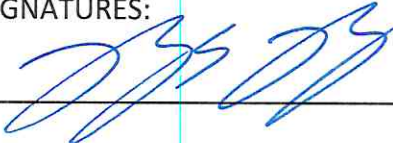


City of Vestavia Hills Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

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 that we are the owners of said property requesting annexation:

SIGNATURES:


 Lot 4 Blk 2 Survey Map Book 47 Page 66
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____

STATE OF ~~ALABAMA~~ Georgia

Fulton COUNTY

Ryan S. Ramsey 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 the owners of the property to be annexed by this petition.


 Signature of Certifier

Subscribed and sworn before me on this 3 day of April, 2023.



Stacy Trammell
 Notary Public

My Commission Expires: 5/16/2025



City of Vestavia Hills, AL

May 11, 2023

ANX-23-3

Engineering/Public Works Review

Annexation Application

Status: Complete**Became Active:** Apr 17, 2023**Assignee:** Christopher Brady**Completed:** Apr 28, 2023

Applicant

David Pace
 dpace@davidpacere.com
 2085 Tee Drive
 Braselton, Ga 30517
 770-480-7733

Primary Location

3512 VALLEY CIR
 VESTAVIA HILLS, AL 35243

Owner:

Barrel, LLC
 2275 Marietta Boulevard Suite 270-367 Atlanta,
 GA 30318

Comments

Christopher Brady, Apr 28, 2023

minor concerns noted; this home is currently vacant and fence and yard area are in need of maintenance; this is a corner lot that fronts Valley Circle and Skyland Drive, both roadways continue to be split maintenance responsibility with Jefferson County; these are narrow roadways with no curb or gutter or significant drainage infrastructure; asphalt is currently in fair to poor condition; there is deterioration of the edge of asphalt near the privately constructed parking pad area along Valley Circle; request future permitting of this property to include engineering review of this parking pad and repair of the asphalt.

David Pace, May 11, 2023

We removed the fence and cleaned the entire property. Looks like a different home.



City of Vestavia Hills, AL

May 11, 2023

ANX-23-3

Police Department Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Richard Wilcox

Completed: Apr 21, 2023

Applicant

David Pace
dpace@davidpacere.com
2085 Tee Drive
Braselton, Ga 30517
770-480-7733

Primary Location

3512 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner:

Barrel, LLC
2275 Marietta Boulevard Suite 270-367 Atlanta,
GA 30318

Comments

Richard Wilcox, Apr 21, 2023

No issues.



City of Vestavia Hills, AL

May 12, 2023

ANX-23-3

Board of Education Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Rebecca Leavings

Completed: May 11, 2023

Applicant

David Pace
dpace@davidpacere.com
2085 Tee Drive
Braselton, Ga 30517
770-480-7733

Primary Location

3512 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner:

Barrel, LLC
2275 Marietta Boulevard Suite 270-367 Atlanta,
GA 30318

Comments

Rebecca Leavings, May 11, 2023

No Response

Scott Brown, May 11, 2023

No objection from the Board

ORDINANCE NUMBER 3182

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 David Pace dated April 3, 2023, 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:

3512 Valley Circle
Lot 4, Block 2, Dolly Ridge Estates, 2nd Add

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 26th day of June, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

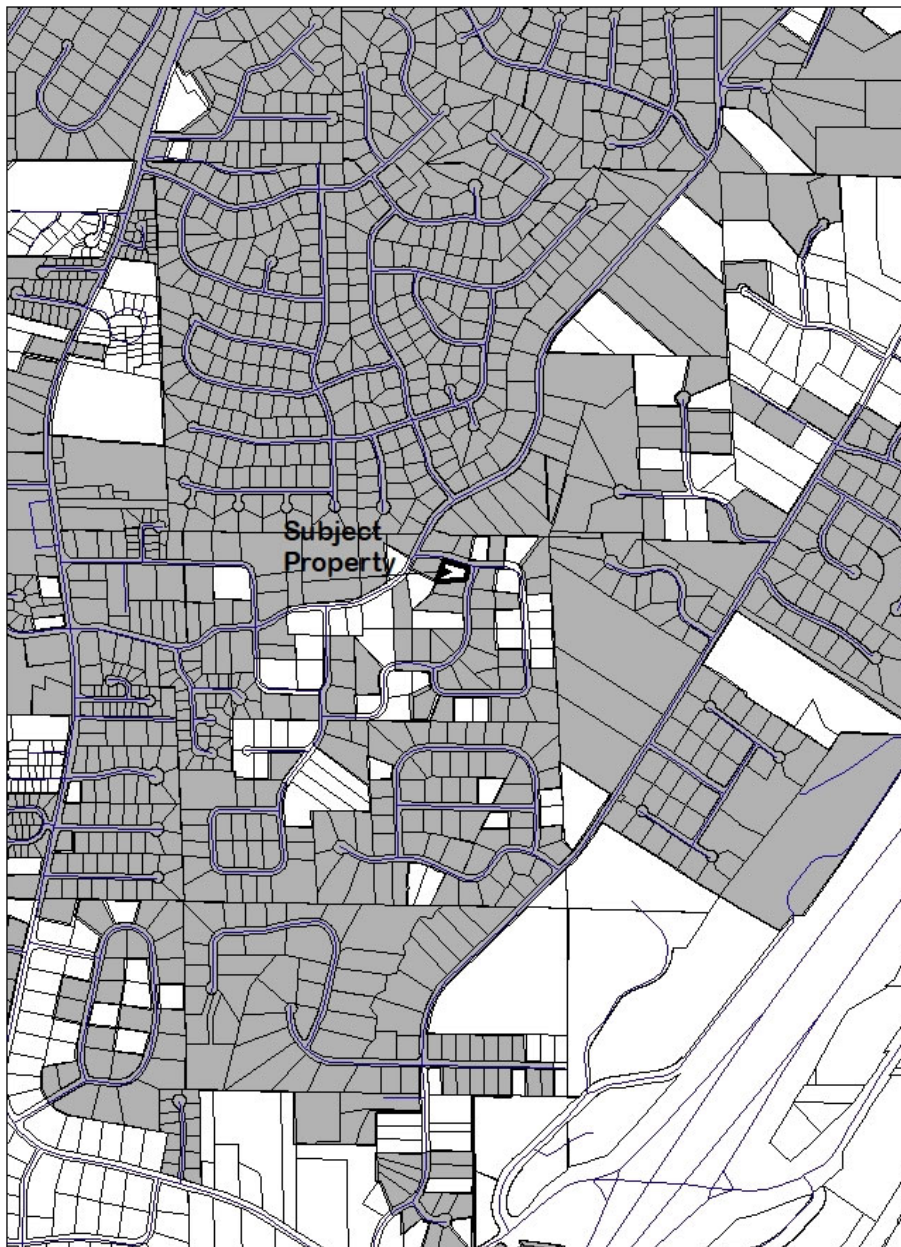
CERTIFICATION:

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 # 3182 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 26th day of June, 2023, 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 _____, 2023.

Rebecca Leavings
City Clerk

3512 Valley Circle





**CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5465 - Annexation - 90 Day -
A portion of 2553 Rocky Ridge Road; Taylor Burton

Background:

This property lies adjacent to a larger parcel of property and serves for the access to the larger property. The larger property is within the corporate limits of the City and is court ordered O-1 (office) zoning. The property has been purchased by Taylor Burton with the hopes to raze the existing home on the larger property, annex this portion, de-annex the back portion of the larger property and build his new office building on the front of the property in Vestavia Hills. The rear of the property, if de-annexed by the Council and Probate Court, will be requested R-G (garden home) zoning and develop 2 lots to connect to the existing County subdivision in the rear of the property. Mr. Burton has worked with the HOA and the County residents for construction of these two homes to join their subdivision and act as a buffer between his new office and their subdivision.

Recommendation:

The Standing Annexation Committee has reviewed this request and issued a report (see attached)

Fiscal Impact:

na

Attachments:

1. Resolution 5465

RESOLUTION NUMBER 5465

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated March 24, 2023, 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 26th day of June, 2023; 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 28th day of June, 2023.

2. That on the 25th day of September, 2023, 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 5465 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:

Portion of 2553 Rocky Ridge Road
Taylor Burton, Owner(s)

More Particularly Described as follows:

A part of Common Area 2 & Easement according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

BEGIN at a Weygand capped iron at the Northwest corner of Common Area 2 & Easement according to said Amended Map, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road, and run in a Easterly direction along the Northern boundary of said Common Area 2 & Easement for a distance of 158.32 feet; thence leaving said Northern boundary turn an interior angle to the left of 90°28'10" and run in an Southerly direction for a distance of 41.85 feet to a point on the Southern boundary of said Common Area 2 & Easement; thence turn an interior angle to the left of 90°00'36" and run in a Westerly direction along the Southern boundary of said Common Area 2 & Easement for a distance of 169.76 feet to a Weygand capped iron at the Southwest corner of Common Area 2 & Easement, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road; thence turn an interior angle to the left of 75°08'18" and run in a Northeasterly direction along said Southeastern right-of-way of Rocky Ridge Road and the Northwestern boundary of said Common Area 2 & Easement for a distance of 44.67 feet to the POINT OF BEGINNING

Said parcel containing 6,977 square feet, more or less.

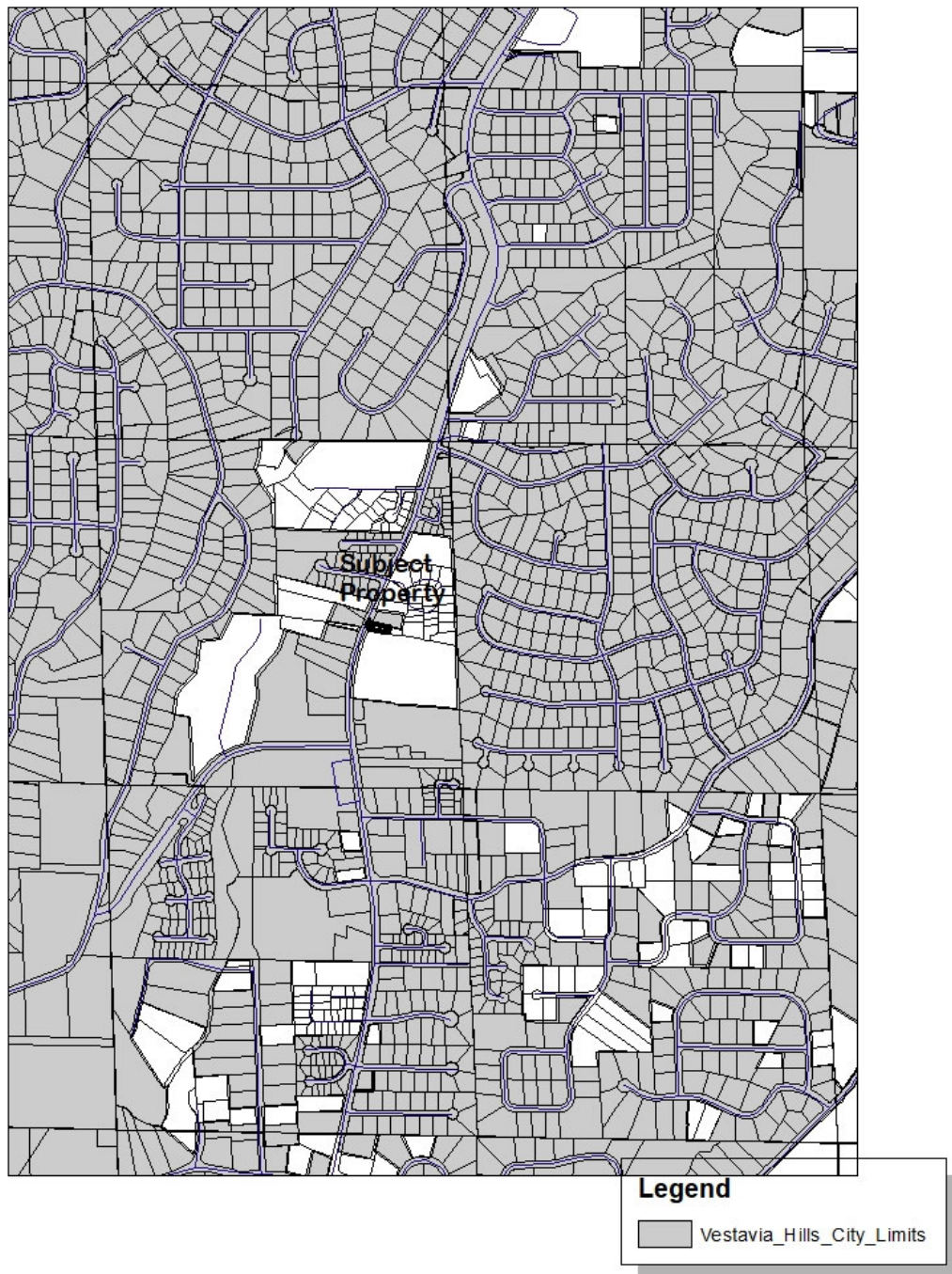
APPROVED and ADOPTED this the 26th day of June, 2023.

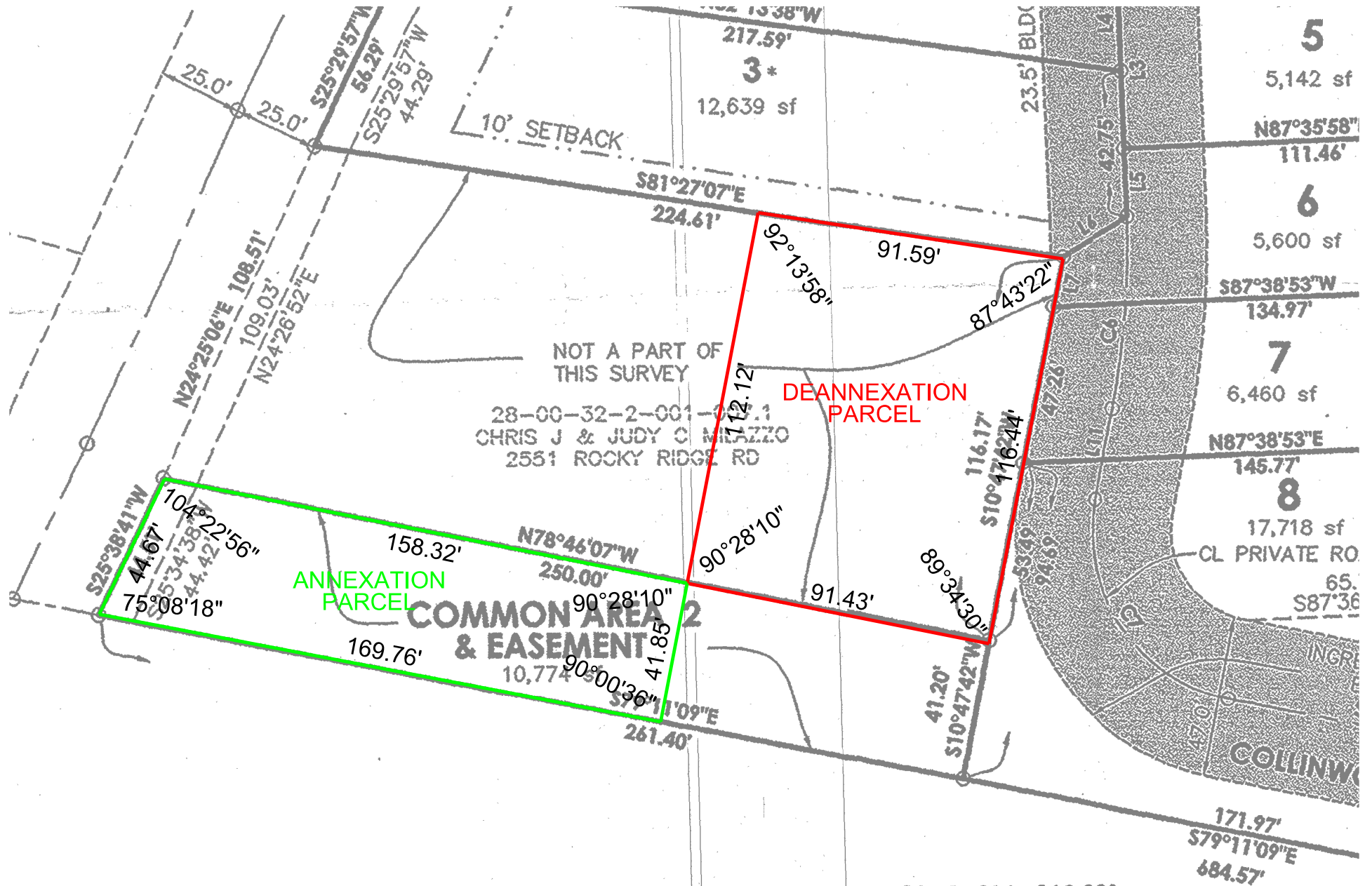
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

2553 Rocky Ridge Road





PARCEL #: 28 00 32 2 001 029.000
OWNER: MILAZZO CHRIS & JUDITH
ADDRESS: 2551 ROCKY RIDGE RD VESTAVIA AL 35243-4442
LOCATION: 2553 ROCKY RIDGE RD AL 35243

Exhibit - Resolution No. 5465
 Baths: **0.0** H/C Sqft: **0**
18-015.0 Bed Rooms: **0** Land Sch: **G9**
 Land: **100** Imp: **0** Total: **100**
 Acres: **0.000** Sales Info: **09/01/2022 \$675,000**

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

Tax Year : 2022 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: 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: \$100.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$100
 CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$100]: \$100

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
ASSD. VALUE: \$0.00			\$0.00			GRAND TOTAL: \$0.00 FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2022093913	9/1/2022
201105-20889	07/07/2011
200705-24018	03/27/2007

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		\$0.00
10/28/2021	2021	MILAZZO CHRIS & JUDITH	\$1.00
11/9/2020	2020	MILAZZO CHRIS J & JUDY C	\$1.00
12/28/2019	2019	-	\$1.00
10/26/2018	2018	MILAZZO CHRIS & JUDITH	\$1.00
10/12/2017	2017	CHRIS MILAZZO	\$1.00
10/19/2016	2016	-	\$1.00
10/22/2015	2015	-	\$1.00
12/4/2014	2014	-	\$16.00
1/15/2014	2013	MILAZZO CHRIS	\$16.00
12/3/2012	2012	MILAZZO CHRIS & JUDITH	\$16.00
20111102	2011	***	\$16.00
20101231	2010	***	\$16.00
20091231	2009	***	\$16.00

Annexation Committee Petition Review

Property: 2553 Rocky Ridge RdOwners: Taylor BurtonDate: 5/24/2023

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 N/A. Meets city criteria: Yes ☐ No ☐
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes ☐ No ☐ Number of total homes N/A Number in city _____
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: 2553 Rocky Ridge Rd

8. A non-refundable administrative fee of \$100 has been paid to the city.
 Furthermore, voluntary contributions, including an application fee, of
 \$ 175 will be paid to offset costs associated with the annexation.
 Yes X No _____ Comment _____

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

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

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

12. Board of Education comments/concerns: none

Other Comments: action combined w/de-Annex
for new office bldg



 George Pierce
 Chairman



05/11/2023

ANX-23-2**Annexation Application****Status:** Active**Date Created:** Mar 24, 2023**Applicant**

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Owner Information**Owner's Name**

Taylor Burton Company, Inc.

Owner Mailing Address Inc. City, State, Zip

3239 Lorna Road, Suite 108, Birmingham, AL 35216

Property Information**Address of Property to be annexed?**

2553 Rocky Ridge Road

Legal Description of Property to be Annexed

A part of Common Area 2 & Easement according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

BEGIN at a Weygand capped iron at the Northwest corner of Common Area 2 & Easement according to said Amended Map, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road, and run in a Easterly direction along the Northern boundary of said Common Area 2 & Easement for a distance of 158.32 feet; thence leaving said Northern boundary turn an interior angle to the left of 90°28'10" and run in an Southerly direction for a distance of 41.85 feet to a point on the Southern boundary of said Common Area 2 & Easement; thence turn an interior angle to the left of 90°00'36" and run in a Westerly direction along the Southern boundary of said Common Area 2 & Easement for a distance of 169.76 feet to a Weygand capped iron at the Southwest corner of Common Area 2 & Easement, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road; thence turn an interior angle to the left of 75°08'18" and run in a Northeasterly direction along said Southeastern right-of-way of Rocky Ridge Road and the Northwestern boundary of said Common Area 2 & Easement for a distance of 44.67 feet to the POINT OF BEGINNING

Said parcel containing 6,977 square feet, more or less.

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 32 2 001 029.000

County Zoning Classification

JC R6

Is this annexation for redevelopment?

Yes

Compatible City Zoning Classification

--

Desired Zoning Classification

VH 01

To build an office building in Vestavia Hills.

Annexation Request Information

Please Explain your reason for requesting annexation?

To build an office building in the City of Vestavia Hills

Are you located in the Rocky Ridge Fire District?

Yes

Information on Children

Name of Child

None

Age of Child

--

School Grade of Child

--

Plan to Enroll in Vestavia Hills School within 2 years?

--

Name of Child

--

Age of Child

--

School Grade of Child

--

Plan to Enroll in Vestavia Hills Schools within 2 years?

--

Addition children information

--

Attachments

-  Affidavit.pdf
Uploaded by Del Romero on Mar 24, 2023 at 2:27 pm
-  TBC Office Annexation Parcels (003).pdf
Uploaded by Del Romero on Apr 17, 2023 at 10:31 am
-  map.pdf
Uploaded by Rebecca Leavings on Apr 17, 2023 at 10:47 am
-  De-Annexation Letter.pdf
Uploaded by Rebecca Leavings on Apr 17, 2023 at 11:08 am

History

Date	Activity
Mar 24, 2023 at 12:06 pm	Del Romero started a draft of Record ANX-23-2
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerCity from "" to "Birmingham"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerEmail from "" to "taylor@taylorburton.com"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerName from "" to "Taylor Burton Company "
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerPhoneNo from "" to "205-822-7936"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerPostalCode from "" to "35216"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerState from "" to "AL "
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerStreetName from "" to "Lorna Road"



City of Vestavia Hills Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

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 that we are the owners of said property requesting annexation:

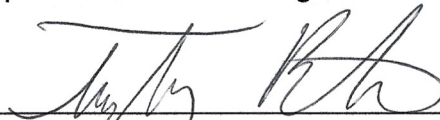
SIGNATURES:


 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____
 _____ Lot _____ Blk _____ Survey _____

STATE OF ALABAMA

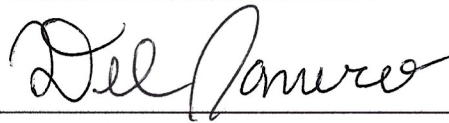
Jefferson COUNTY

Taylor Burton 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 the owners of the property to be annexed by this petition.



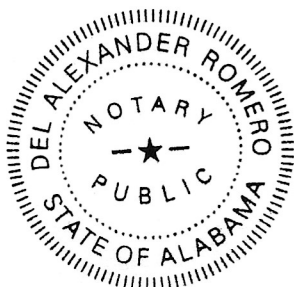
 Signature of Certifier

Subscribed and sworn before me on this 21st day of March, 2023.



 Notary Public

My Commission Expires: 1/14/2027.





City of Vestavia Hills, AL

May 11, 2023

ANX-23-2

Engineering/Public Works Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Christopher Brady

Completed: Apr 28, 2023

Applicant

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Comments

Christopher Brady, Apr 28, 2023

no concerns noted; Rocky Ridge Road continues to be a Jefferson County Through Road



City of Vestavia Hills, AL

May 11, 2023

ANX-23-2

Police Department Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Richard Wilcox

Completed: Apr 21, 2023

Applicant

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Comments

Richard Wilcox, Apr 21, 2023

No issues.



City of Vestavia Hills, AL

May 12, 2023

ANX-23-2

Board of Education Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Rebecca Leavings

Completed: May 11, 2023

Applicant

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Comments

Rebecca Leavings, May 11, 2023

no response.

Scott Brown, May 11, 2023

No objection from the Board



**CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5466 - De-Annexation - A Portion of 2551 Rocky Ridge Road; A request for de-annexation of the rear portion of the property to allow construction of two single family residences to join with a Jefferson County subdivision and act as a buffer to allow construction of a new office building on the front of 2551 and 2553 Rocky Ridge Road; Taylor Burton, Owner(s)

Background:

See explanation for request on previous item; to annex a portion of adjacent property and deannex a portion in the rear for construction of 2 homes in the rear to act as a buffer for construction of a new office building on 2551 and 2553 Rocky Ridge Road (front portions),

Recommendation:

Fiscal Impact:

Attachments:

1. Resolution 5466

RESOLUTION NUMBER 5466

**A RESOLUTION TO REDUCE THE CORPORATE LIMITS OF
THE CITY OF VESTAVIA HILLS, ALABAMA, AND THE
BOUNDARIES THEREOF REESTABLISHED**

WHEREAS, Taylor Burton is the owner of property located at a portion of 2551 Rocky Ridge Road, Vestavia Hills, Alabama; and

WHEREAS, Taylor Burton's property ("hereinafter known as "The Property") lies within the corporate limits of the City of Vestavia Hills, is illustrated and more particularly described in a map marked as Exhibit A attached to and incorporated into this Resolution Number 5466 as though written fully therein; and

WHEREAS, Taylor Burton has filed a petition with the City Council of the City of Vestavia Hills requesting de-annexation of a portion of The Property that lies within the City of Vestavia Hills corporate limits, a copy of map and legal description which is marked as Exhibit B, attached to and incorporated into this Resolution Number 5466 as though written fully therein; and

WHEREAS, the Mayor and Council agree it is in the best public interest to grant Taylor Burton's request determining that a portion of The Property described in Exhibit B located on Rocky Ridge Road, Vestavia Hills, Alabama is of no benefit to the City.

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

1. This action is taken pursuant to the authority set forth in Title 11-42-200, et. seq., Code of Alabama, 1975; and
2. That petition signed by Taylor Burton, represents as owner of The Property; and
3. The City Council of the City of Vestavia Hills, Alabama, has determined and decided that the public good requires that the request of Taylor Burton is due to be granted; and
4. That the legal description of the property to be de-annexed is described as follows:

a portion of 2551 Rocky Ridge Road
Taylor Burton, owner

More particularly described as follows: *(see attached legal description in Exhibit B).*

5. The property owned by Taylor Burton located in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described in Exhibit B attached is hereby de-annexed from the corporate city limits of the City of Vestavia Hills, Alabama.

6. The corporate limits of the City of Vestavia Hills, Alabama, are hereby reduced so as to exclude the territory described in Exhibit b above and the boundaries of the City are hereby re-established accordingly.

7. That pursuant to Section 11-42-201 of the Code of Alabama, 1975, the Clerk shall certify a copy of such Resolution, together with a plat or map correctly defining the corporate limits proposed to be established and the names of all qualified electors residing in the territory proposed to be excluded from the area of such corporation and file the same with the Judge of Probate of Jefferson County.

DONE, ORDERED, APPROVED and ADOPTED this the 26th day of June, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Resolution 5466 is a true and correct copy of such Resolution that was duly adopted by the City Council of the City of Vestavia Hills on the 26th day of June, 2023, as same appears in the official records of said City.

Rebecca Leavings
City Clerk

Exhibit A

2551 Rocky Ridge Road

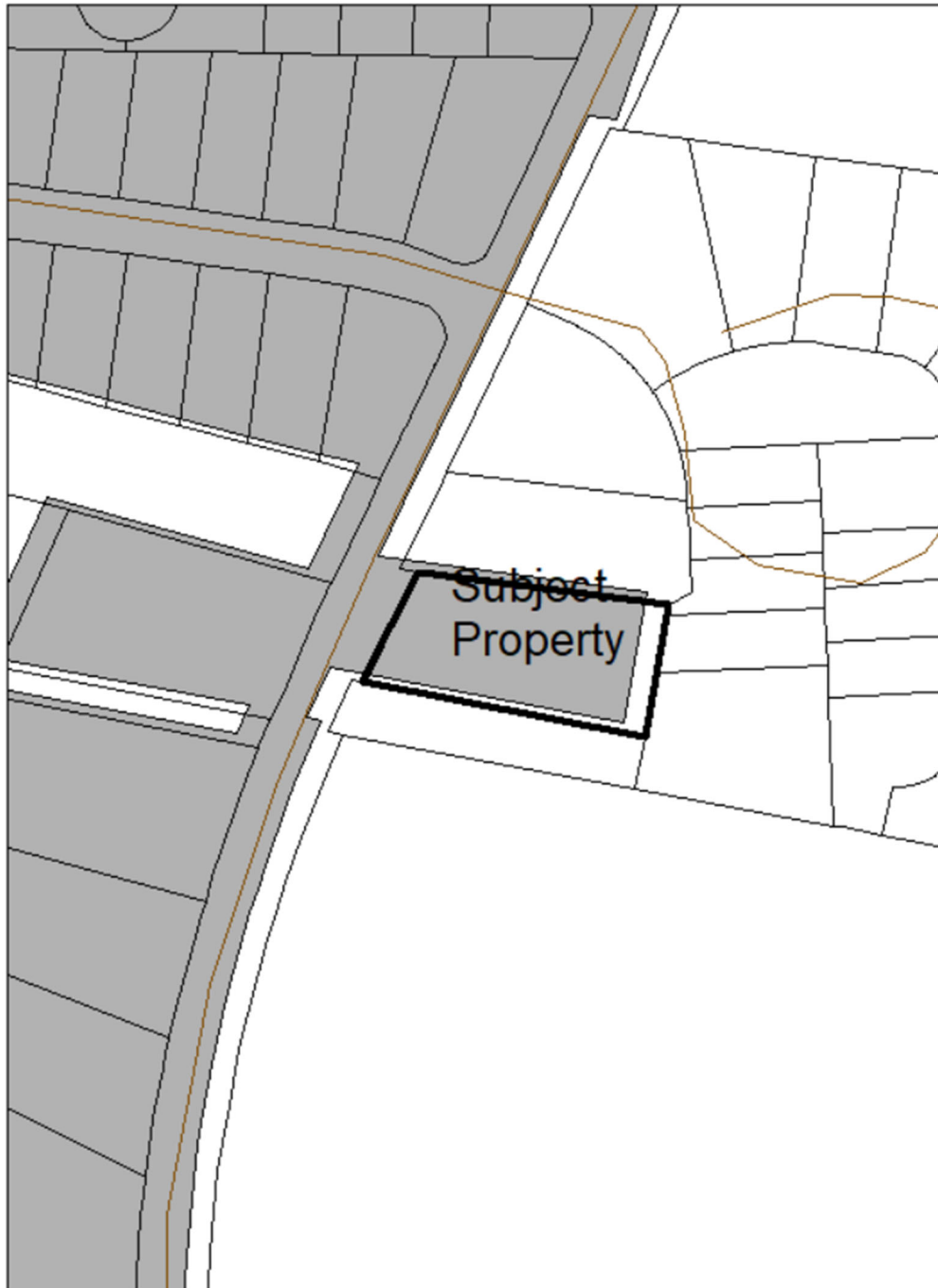


Exhibit B

3239 Lorna Road, Ste 108
Birmingham, AL 35216
Tel: 205.822.7936
www.taylorburton.com

March 27, 2023

City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216
Attn: Rebecca Leavings, City Clerk

RE: Letter of De-annexation

As the owner of the below referenced property, we would like the city of Vestavia to de-annex for the purpose of redevelopment. The property in question is located at **2551 Rocky Ridge Road, Vestavia Hills, AL 35216**. We would like to de-annex the back portion of the property to develop two lots in the Gramercy Park subdivision, which is a county subdivision. The front portion of the property will remain in Vestavia and an additional portion will also be annexed into Vestavia. This will be the site of our new commercial office building. We understand this is a weird request, however we believe this makes sense for all parties involved and we see this as a "land swap" between the county and the city. We see this as an overall revenue increase for the city of Vestavia Hills.

Legal description of the parcel to be De-annexed from Vestavia Hills:

A parcel of land situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

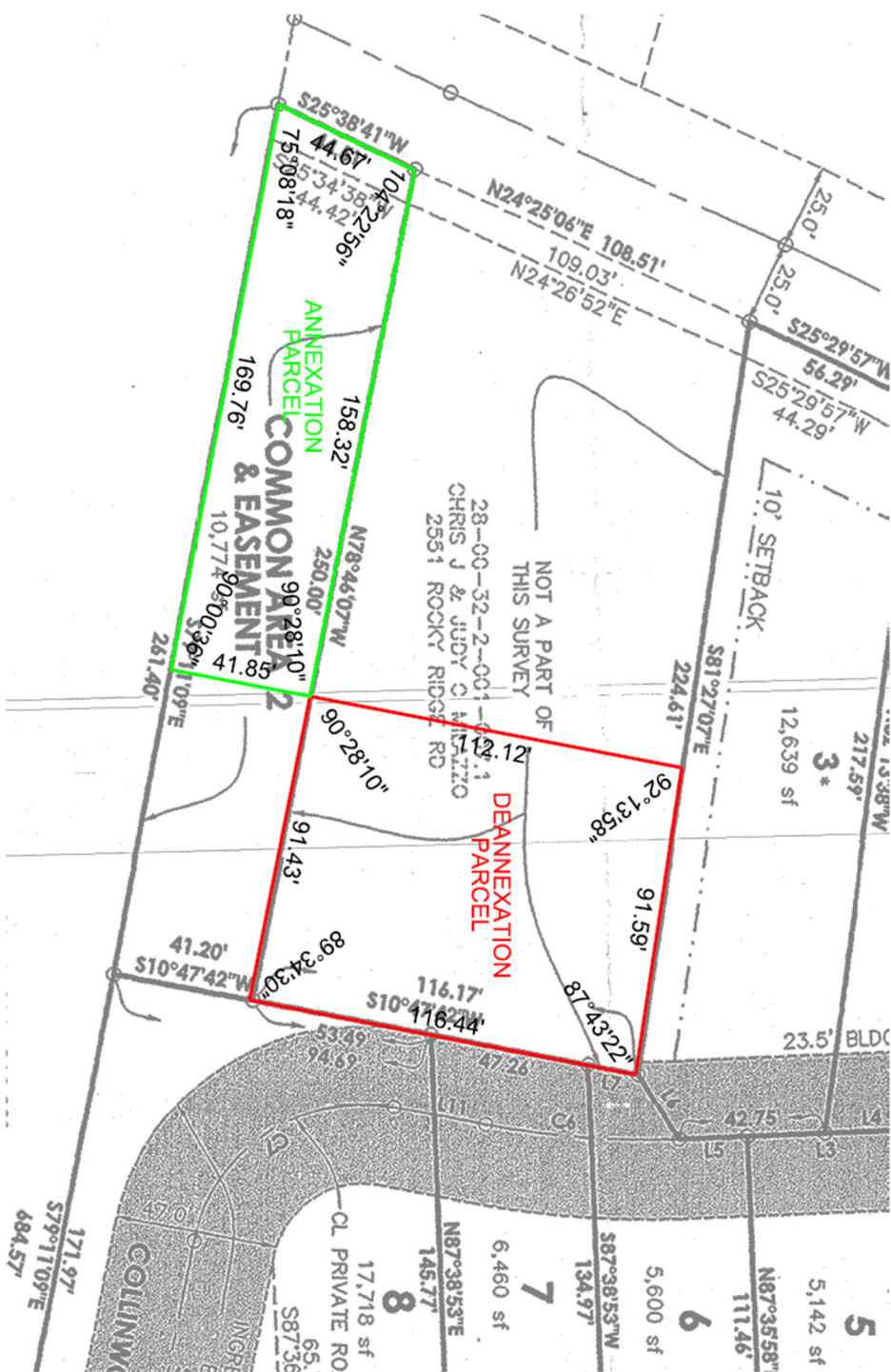
BEGIN at an Arrington capped iron at the Northeast corner of Common Area 2 & Easement according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama, said corner lying on the Western boundary of Lot 8 according to said Amended Map, and run in a Northerly direction along said Western boundary of Lot 8, and then continuing along the same course along the Western boundary of lots 7 and 6 according to said Amended Map for a distance of 116.44 feet to an Arrington capped iron at the Southeast corner of Lot 3 according to said Amended Map; thence turn an interior angle to the right of 87°43'22" and run in a Westerly direction along the Southern boundary of said Lot 3 for a distance of 91.59 feet; thence leaving said Southern boundary turn an interior angle to the right of 92°13'58" and run in a Southerly direction for a distance of 112.12 feet to a point on the Northern boundary of said of Common Area 2 & Easement; thence turn an interior angle to the right of 90°28'10" and run in an Easterly direction along the Northern boundary of said Common Area 2 & Easement for a distance of 91.43 feet to the POINT OF BEGINNING.

Said parcel containing 10,453 square feet, more or less.

Sincerely,

Taylor Burton
Taylor Burton Company, Inc.
President
(205)369-7936







**CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc:

From:

RE: Public Hearing - Resolution Number 5467 - Alcohol License for Acton Mart LLC d/b/a Acton Mart; 2423 Acton Road for an 050 - Retail Beer and an 070 Retail Table Wine license; Ali Mohammed Nasher, Executive

Background:

This mart was purchased and the request is to transfer the beer/wine license to new owner.

Recommendation:

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

(☒) **Application cleared by P.D.** *This indicates that there are **NO** convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

(☐) **Needs further review.** *This indicates that the Police Chief has found records of some convictions of alcohol-related arrests.*

(☐) **Does not recommend.** *This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest*

involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.

Fiscal Impact:

n/a

Attachments:

1. Resolution 5467
2. Action Mart LLC 2023 Certification

RESOLUTION NUMBER 5467

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR ACTON MART LLC D/B/A ACTON MART; ALI
MOHAMMED NASHER, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Acton Mart LLC d/b/a Acton Mart, located at 2423 Acton Road, Vestavia Hills, Alabama, for the sale of 050 - Retail Beer (off premises only) and 070 - Retail Table Wine (off premises only); Ali Mohammed Nasher, executives.

APPROVED and ADOPTED this the 26th day of June, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230428111652169

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **ACTON MART**

Filing Fee: \$100.00

Applicant: **ACTON MART LLC**

Transfer Fee:

Location Address: 2423 ACTON RD VESTAVIA HILLS, AL 35243

Mailing Address: 2423 ACTON RD VESTAVIA HILLS, AL 35243

County: JEFFERSON Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-069-823

Do you sell Draft Beer?:

Date Incorporated: 03/20/2023 State incorporated: AL

County Incorporated: JEFFERSON

Date of Authority:

Federal Tax ID: 92-3015120

Alabama State Sales Tax ID: R011734763

Name:	Title:	Date and Place of Birth:	Residence Address:
ALI MOHAMMED NASHER 7946507 - AL	MEMBER	05/15/1987 YEMEN	4911 SULPHUR SPRINGS RD HOOVER, AL 35226

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ALI NASHER

Business Phone: 205-991-5322

Fax:

Home Phone: 704-421-4447

Cell Phone: 704-421-4447

E-mail: ALI.NASHER@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: ACTON ROAD ENCORE

Applicant: FUEL SOUTH LLC

Previous License Number(s)

License 1: 010723737

License 2: 010723737



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230428111652169

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MM ALABAMA LEASING, LLC 770-274-1394
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 miles
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
ALI MOHAMMED NASHER	FTA-TRAFFIC 03/09/2021	HOOVER PD	CONVICTED 11/08/2021 PAID FINE \$135.00
ALI MOHAMMED NASHER	FTA 09/28/2021	HOOVER PD	CONVICTED 11/08/2021 PAID FINE \$335.00



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230428111652169



Initial each

Aw

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

Aw

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

Aw

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

Aw

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

Aw

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

Aw

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

Aw

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

Aw

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

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

Aw

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

Applicant Name (print):

Ali Parker

Signature of Applicant:

Ali Parker

Notary Name (print):

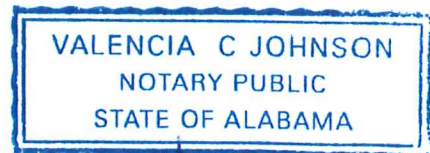
Valencia Johnson

Notary Signature:

Valencia Johnson

Commission expires:

4/22/26



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230428111652169



Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: ALI NASHER OWNS AND OPERATES SEVERAL CONVENIENCE AND PACKAGE STORES.



**CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc:

From: Jason Hardin, Asst. Police Chief

RE: Public Hearing - Resolution Number 5468 - Alcohol License - Vestavia Station LLC d/b/a Vestavia Station; 728 Montgomery Highway for a 050 - Retail Beer (off premises only) and 070 - Retail Table Wine (off premises only) license; Ali Mohammed Nasher, Executive

Background:

The mart was recently purchase; request is to transfer beer/wine license to new owner.

Recommendation:

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

(☒) **Application cleared by P.D.** *This indicates that there are **NO** convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

(☐) **Needs further review.** *This indicates that the Police Chief has found records of some convictions of alcohol-related arrests.*

(☐) **Does not recommend.** *This indicates that the Police Chief has found*

records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.

Fiscal Impact:

n/a

Attachments:

1. Resolution 5468
2. Vestavia Station LLC 2023 Certification

RESOLUTION NUMBER 5468

A RESOLUTION APPROVING ALCOHOL LICENSE FOR VESTAVIA STATION LLC D/B/A VESTAVIA STATION; ALI MOHAMMED NASHER, EXECUTIVES

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Vestavia Station LLC d/b/a Vestavia Station, located at 728 Montgomery Highway, Vestavia Hills, Alabama, for the sale of 050 - Retail Beer (off premises only) and 070 - Retail Table Wine (off premises only); Ali Mohammed Nasher, executives.

APPROVED and ADOPTED this the 26th day of June, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230428142939693

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: VESTAIVA STATION

Filing Fee: \$100.00

Applicant: VESTAVIA STATION LLC

Transfer Fee:

Location Address: 728 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

Mailing Address: 728 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

County: JEFFERSON Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-062-395

Do you sell Draft Beer?:

Date Incorporated: 02/08/2023 State incorporated: AL

County Incorporated: JEFFERSON

Date of Authority:

Federal Tax ID: 92-2246895

Alabama State Sales Tax ID: R00000000

Name:	Title:	Date and Place of Birth:	Residence Address:
ALI MOHAMMED NASHER 7946507 - AL	MEMBER	05/15/1987 YEMEN	4911 SULPHER SPRINGS RD HOOVER, AL 35226

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ALI NASHER

Business Phone: 205-991-5322

Fax:

Home Phone: 704-421-4447

Cell Phone: 704-421-4447

E-mail: ALI.NASHER@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: VESTAVIA ENCORE SHELL

Applicant: FUEL SOUTH LLC

Previous License Number(s)

License 1: 010339037

License 2: 010339037



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230428142939693

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MM ALABAMA LEASING, LLC 770-274-1394
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2500 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 miles
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
ALI MOHAMMED NASHER	FTA-TRAFFIC 03/09/2021	HOOVER PD	CONVICTED 11/08/2021 PAID FINE \$135.00
ALI MOHAMMED NASHER	FTA 09/28/2021	HOOVER PD	CONVICTED 11/08/2021 PAID FINE \$335.00



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230428142939693

Initial each

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Signature page

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

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

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

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

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

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

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

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

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

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

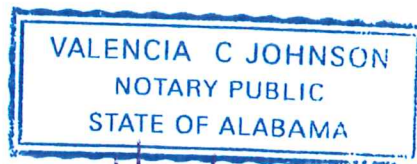
Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:

Commission expires:



Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230428142939693



Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: ALI NASHER OWNS AND OPERATES SEVERAL CONVENIENCE AND PACKAGE STORES.



**CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc: Dan Rary, Police Chief

From: Jason Hardin, Asst. Police Chief

RE: Public Hearing - Resolution Number 5470 - Alcohol license for JDHS LLC d/b/a The Palm and Pig; for an 020 - Restaurant Retail Liquor License for a new restaurant at 633 Montgomery Highway; Charles W. Perry, III, William I. Davis and Douglas S. Smith, Executives

Background:

A new restaurant is set to open at 633 Montgomery Highway. This request is for an 020 - Restaurant Retail Liquor license for the business. Charles W. Perry, III, William I. Davis and Douglas Stewart Smith, executives.

Recommendation:

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

(☒) **Application cleared by P.D.** *This indicates that there are **NO** convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

(☐) **Needs further review.** *This indicates that the Police Chief has found records of some convictions of alcohol-related arrests.*

(☐) **Does not recommend.** *This indicates that the Police Chief has found*

records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.

Fiscal Impact:

na

Attachments:

1. Resolution 5470

RESOLUTION NUMBER 5470

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR JDHS LLC D/B/A THE PALM AND PIG;
CHARLES W. PERRY III, WILLIAM IRA DAVIS
AND DOUGLAS S. SMITH, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for JDHS LLC d/b/a The Palm and Pig, located at 633 Montgomery Highway, Vestavia Hills, Alabama, for the sale of 020 - Restaurant Retail Liquor; Charles W. Perry III, William Ira Davis and Douglas S. Smith, executives.

APPROVED and ADOPTED this the 26th day of June, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230614145557377

Type License: **020 - RESTAURANT RETAIL LIQUOR** State: \$300.00 County: \$300.00
 Type License: State: County:
 Trade Name: **THE PALM AND PIG** Filing Fee: \$50.00
 Applicant: **JDHS LLC** Transfer Fee:
 Location Address: **633 MONTGOMERY HWY VESTAVIA HILLS, AL 35216**
 Mailing Address: **206 HAGOOD ST MOUNTAIN BROOK, AL 35213**
 County: **JEFFERSON** Tobacco sales: **NO** Tobacco Vending Machines:
 Product Type: Type Ownership: **LLC**
 Book, Page, or Document info: **001 022 851**
 Do you sell Draft Beer?:
 Date Incorporated: **06/01/2022** State incorporated: **AL** County Incorporated: **JEFFERSON**
 Date of Authority: **06/01/2022**
 Federal Tax ID: **882856879** Alabama State Sales Tax ID: **R011827268**

Name:	Title:	Date and Place of Birth:	Residence Address:
CHARLES WILLIAM PERRY III 7596759 - AL	MEMBER	08/31/1989 ALABAMA	412 MEADOW BROOK LN MOUNTAIN BROOK, AL 35213
WILLIAM IRA DAVIS 5690559 - AL	MEMBER	08/17/1972 ALABAMA	3008 RYECROFT RD MOUNTAIN BROOK, AL 35223
DOUGLAS STEWART SMITH 9306598 - AL	MANAGING MEMBER	10/13/1972 KANSAS	206 HAGOOD ST MOUNTAIN BROOK, AL 35213

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

Contact Person: **DOUGLAS SMITH** Home Phone: **205-566-8817**
 Business Phone: **205-747-0286** Cell Phone: **205-566-8817**
 Fax: E-mail: **DSMITH353@GMAIL.COM**

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: **THE BACKYARD MARKET** License 1: **011470637**
 Applicant: **MAGIC CITY GROCERY LLC** License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230614145557377

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **WB CROW INVESTMENT COMPANY INC 205-936-3263**

What is lessors primary business? **COMMERCIAL REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **2562** Display Square Footage:

Building seating capacity: **100** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **0** Nearest: **0**

Nearest school: Nearest church: Nearest residence: **0 miles**

Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name: Violation & Date: Arresting Agency: Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230614145557377

Initial each

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

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

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

☒

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

☒

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

☒

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

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

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

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

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

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**CITY OF VESTAVIA HILLS
PARKS & RECREATION
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc: Sandi Wilson

From: Jamie Lee

RE: Public Hearing - Resolution Number 5469 - A Resolution expressing gratitude to State Representative Mike Shaw and the Jefferson County Community Service Fund for donations to be used for certain upgrades/improvements in the Vestavia Hills Parks and Recreation Department

Background:

Representative Mike Shaw (District 47) submitted two funding requests thru the Jefferson County Community Service. The request for funding was on behalf of the Vestavia Hills Parks and Leisure Department. The two funding requests were approved and Representative Shaw presented the donations to Jamie Lee, Director, Vestavia Hills Parks and Leisure Department. The funds were earmarked toward two projects: (1) A total of \$12000 was secured for the purpose of enhancing the physical fitness flooring in two multi-purpose rooms in the VHCC. This flooring will improve the overall physical well-being of the many residents who use the multi-purpose rooms for cardiovascular exercise; and (2) A total of \$30000 was secured for the purpose of reconditioning the walking track at Byrd Park. The track will be re-surfaced to create safer walking conditions for the many residents who use the park.

Recommendation:

After several discussions with Representative Mike Shaw concerning needs, wants and desires within the Vestavia Hills Parks and Leisure Department, as the Director, I recommend the acceptance of the generous donation and am requesting the City Council to authorize the City manager to spend said funding on the following:

- 1) enhanced physical fitness flooring for the Liberty Room and the Ridge Room in the Vestavia Hills Civic Center at an estimated cost of \$12,000.
- 2) reconditioning the walking track at Byrd Park at an estimated cost of \$30000.

Fiscal Impact:

Monies will be expensed through the general fund budget and expensed back to said donations.

Attachments:

1. Resolution 5469
2. Rep. Mike Shaw - Donation #1
3. Rep Mike Shaw - Donation #2

RESOLUTION NUMBER 5469

A RESOLUTION EXPRESSING GRATITUDE TO ALABAMA REPRESENTATIVE MIKE SHAW FOR FUNDING REQUESTS THRUOUGH JEFFERSON COUNTY COMMUNITY SERVICE AND AUTHORIZING THE CITY MANAGER TO EXPEND SAID DONATIONS TOWARD FLOORING FOR THE MULTI-PURPOSE ROOMS OF THE VESTAVIA HILLS CIVIC CENTER AND WALKING PATH UPGRADES TO BYRD PARK

WHEREAS, Representative Mike Shaw (District 47) submitted two funding requests through the Jefferson County Community Service. The request for funding was on behalf of the Vestavia Hills Parks and Leisure Department. The two funding requests were approved and Shaw presented the donations to Jamie Lee, Director, Vestavia Hills Parks and Leisure Department; and

WHEREAS, the funds were earmarked toward two projects: (1) A total of \$12000 was secured for the purpose of enhancing the physical fitness flooring in two multi-purpose rooms in the VHCC. This flooring will improve the overall physical well-being of the many residents who use the multi-purpose rooms for cardiovascular exercise; and (2) A total of \$30000 was secured for the purpose of reconditioning the walking track at Byrd Park. The track will be re-surfaced to create safer walking conditions for the many residents who use the park; and

WHEREAS, the Director of Parks and Leisure Services recommends that said funding be used to enhancing the physical fitness flooring in two multi-purpose rooms in the VHCC and upgrades to Byrd Park; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said donations and expense toward the two projects as detailed by the Director; and

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

1. The Mayor and City Council express gratitude to Alabama Representative Mike Shaw (District 47) and the Jefferson County Community Service for the two funding requests approved for \$42,000 total; and
2. The City Manager is hereby authorized to upgrade the two multi-purpose rooms of the Vestavia Hills Civic Center at a cost of \$12,000 and to upgrade the walking track at Byrd Park at a cost of \$30,000; and

3. Said funding for both projects shall be expensed to the City's General Fund and expensed back to said donations; and
4. This Resolution Number 5469 shall become effective immediately upon adoption and approval.

DONE, ORDERED and APPROVED on this the 10th day of July, 2023,

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Jefferson County
COMMUNITY SERVICE FUND

June 1, 2023

Mr. Jamie Lee
City of Vestavia Hills Parks and Recreation
1090 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mr. Jamie Lee,

Representative Mike Shaw recently submitted a request for the City of Vestavia Hills Parks and Recreation to receive \$12,000.00 from the Jefferson County Community Service Fund. Representative Mike Shaw has allocated these funds to be used for the Recreation Center Floor Upgrade.

We are pleased to inform you that the Jefferson County Community Service Committee met on May 18th, 2023, and voted to approve the funding request that was submitted on your behalf.

A check was received by Representative Mike Shaw made out to your organization for the amount and purpose stated above. Please note that this check is set to expire 90 days from the issue date printed on the check. Representative Shaw can be reached directly by email at shawmuff@gmail.com.

For additional information on the Jefferson County Community Service Fund, please visit www.jeffcofund.org. If you have any questions or if I can be of any assistance to you, please do not hesitate to contact me via email at requests@jeffcofund.org or by phone at 205-899-7709.

Sincerely,

A handwritten signature in cursive script, reading "Donna Briggins".

Donna Briggins
Fund Administrator

CC: Representative Mike Shaw



Jefferson County
COMMUNITY SERVICE FUND

June 1, 2023

Mr. Jamie Lee
City of Vestavia Hills Parks and Recreation
1090 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mr. Jamie Lee,

Representative Mike Shaw recently submitted a request for the City of Vestavia Hills Parks and Recreation to receive \$30,000.00 from the Jefferson County Community Service Fund. Representative Mike Shaw has allocated these funds to be used for Byrd Park Walking Track Repair.

We are pleased to inform you that the Jefferson County Community Service Committee met on May 18th, 2023, and voted to approve the funding request that was submitted on your behalf.

A check was received by Representative Mike Shaw made out to your organization for the amount and purpose stated above. Please note that this check is set to expire 90 days from the issue date printed on the check. Representative Shaw can be reached directly by email at shawnuff@gmail.com.

For additional information on the Jefferson County Community Service Fund, please visit www.jeffcofund.org. If you have any questions or if I can be of any assistance to you, please do not hesitate to contact me via email at requests@jeffcofund.org or by phone at 205-899-7709.

Sincerely,

A handwritten signature in blue ink that reads "Donna Briggins".

Donna Briggins
Fund Administrator

CC: Representative Mike Shaw



**CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc: Rebecca Leavings, City Clerk

From: Lori Beth Kearley, Public Services Director

RE: Public Hearing - Resolution Number 5471 - A Resolution Approving Funding And Authorizing The City Manager To Take All Actions Necessary To Construct A Sidewalk Project In Cahaba Heights And To Authorize Survey And Engineering Services for Another Proposed Sidewalk Project in Cahaba Heights In Order To Further Pedestrian Connectivity

Background:

In 2019, the City of Vestavia Hills partnered with a private developer, Kadco Homes, to complete public sidewalks along a portion of Poe Drive, generally from Midland Drive on the north end to 3787 Poe Drive on the south end. This work was completed in 2020. From there, a private development company, Durham & Associates Inc., extended the sidewalk network southward along the frontage of their new townhome development as required by the City during rezoning. This leaves a stretch of approximately 220 feet between the newly built sidewalk network and the existing sidewalk along Overton Road. This 220 feet spans the frontage of both Vestavia Hills and Mountain Brook properties.

Tomahawk Construction has provided a fee proposal to the City of Vestavia

Hills for labor and equipment required to install sidewalk along this 220 feet section. The cost proposal totals \$31,592. The City of Vestavia Hills plans to furnish materials, estimated to cost \$8,975. This brings the total estimated cost of the project to \$40,567. The City of Mountain Brook has agreed to contribute \$20,000 toward the project that will help offset City of Vestavia Hills' costs.

Secondly, a townhome development is currently under construction by Kadco Homes along Oakview Lane. This private development is also required by the City to install public sidewalks along their development's property frontage. Engineering Design Group has provided a fee proposal to the City for survey and preliminary engineering services to assess the feasibility of a pedestrian connection from this new development (4226 Oakview Lane) to Cahaba Heights Elementary School, baseball fields, New Merkel House, dog park and surrounding commercial establishments. The estimated fee for this right-of-way, topographic and utility survey and pre-design layout/alignment totals \$10,300. This study would allow the City to better understand the feasibility of the project and cost implications.

Recommendation:

Pedestrian connectivity continues to be a focus area for Engineering. As discussed in our Strategic Planning sessions, we are in the process of updating the existing Sidewalk Masterplan. These two efforts present immediate opportunities and would help to fill in some needed gaps in our existing sidewalk networks to provide safe connections between residential and commercial properties in these Cahaba Heights areas where redevelopment is prevalent.

Fiscal Impact:

I would like to request that the City Council appropriate the following amounts toward these efforts from Fund 21. (Fund 21 is the sidewalk fund that holds contributions made by developers as required in the permitting process.)

Poe Drive Sidewalk Construction - \$40,567

Oakview Lane Survey & Preliminary Design - \$10,300

10% contingency - \$5,086.70

Total Appropriation = \$55,953.70 (\$20,000 to be reimbursed by City of Mountain Brook)

If approved, the City's standard Public Works Construction Contract will be utilized for the Poe Drive project, and the City's standard Agreement for Professional Engineering Services Contract will be utilized for the Oakview

Lane project. Copies of each of those contracts are included as an attachment for reference.

Attachments:

1. Resolution 5471
2. Poe Sidewalk Extension
3. Poe sidewalk estimate
4. 2023-06-07-City of Vestavia Hills-Oakview Lane Sidewalk Improvements
5. FORM CONTRACT PWP LESS THAN \$50,000
6. FORM CONTRACT for Professional Engineering Services

RESOLUTION NUMBER 5471**A RESOLUTION APPROVING FUNDING AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO CONSTRUCT A SIDEWALK PROJECT IN CAHABA HEIGHTS AND TO AUTHORIZE SURVEY AND ENGINEERING SERVICES FOR ANOTHER PROPOSED SIDEWALK PROJECT IN CAHABA HEIGHTS IN ORDER TO FURTHER PEDESTRIAN CONNECTIVITY**

WHEREAS, the City of Vestavia Hills partnered with Kadco Homes, a private developer, in 2019, to construct and complete public sidewalks along a portion of Poe Drive, generally from Midland Drive on the north end to 3787 Poe Drive on the south end; and

WHEREAS, later, a private development company, Durham & Associates Inc., extended the sidewalk network southward along the frontage of their new townhome development as required by the City during the rezoning process.

WHEREAS, these actions left a gap of approximately 220 feet between the newly built sidewalk network and the existing sidewalks along Overton Road that spans the frontage of properties located in both of the cities of Vestavia Hills and Mountain Brook; and

WHEREAS, Tomahawk Construction has provided a fee proposal to the City of Vestavia Hills for labor and equipment required to install sidewalk along this 220-foot section in the amount of \$31,592. The City of Vestavia Hills plans to furnish materials, estimated to cost \$8,975, bringing the total estimated cost of the project to \$40,567; and

WHEREAS, in order to facilitate the project, the City of Mountain Brook has agreed to contribute \$20,000 toward the cost to assist in offsetting City of Vestavia Hills' costs; and

WHEREAS, in another part of Cahaba Heights, a townhome development is currently under construction by Kadco Homes along Oakview Lane and this private development is also required to install public sidewalks along their development's property frontage; and

WHEREAS, Engineering Design Group has provided a fee proposal to the City for survey and preliminary engineering services to assess the feasibility of a pedestrian connection from this new development (4226 Oakview Lane) to Cahaba Heights Elementary School, baseball fields, New Merkel House, dog park and surrounding commercial establishment in the amount of \$10,300; and

WHEREAS, pedestrian connectivity continues to be a focus area for the City, particularly the Public Services Department. As discussed in the City's Strategic Planning sessions, the

Department is in the process of updating the existing Sidewalk Masterplan. These two efforts present immediate opportunities and would help to fill in some needed gaps in our existing sidewalk networks to provide safe connections between residential and commercial properties in these Cahaba Heights areas where redevelopment is prevalent; and

WHEREAS, a copy of these proposals are marked as Exhibit A, attached to and incorporated into this Resolution Number 5471 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best interest to accept the proposals as detailed in the paragraphs above and the attachments.

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 accept a proposal from Tomahawk Construction for construction of sidewalks in the existing 220' gap of sidewalk along Poe Drive with a 10% contingency for a total of \$44,623.70 (\$40,567.00 + \$4,056.70 contingency); and
2. The City Manager is hereby authorized to accept a proposal from Engineering Design Group for Survey and preliminary design of sidewalks along Oakview Lane with a 10% contingency for a total of \$11,330 (\$10,300.00 + \$1,030 contingency); and
3. Said funding shall be expensed to the City's Sidewalk Fund (Fund 21) with the City of Mountain Brook reimbursing \$20,000; and
4. This Resolution Number 5471 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of July, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Proposed Poe Sidewalk Extension (concept drawing)



Poe Sidewalk Extension*estimate date:* 6/2/2023

Construction of about 220 LF of 4'wide sidewalk; curb extension;
Includes about 20LF of drainage pipe and inlet box and re-work of existing pipe;
Crosswalk and ADA ramps to tie existing sidewalks along Overton Road to Poe sidewalks

Contracted labor and equipment	\$	31,592
Concrete	\$	3,300
Pipe, 24LF of 18" ARCP	\$	1,300
Stone fill	\$	600
Asphalt patching	\$	500
Crosswalk Striping	\$	2,500
ADA truncated domes	\$	475
Ped Xing Signage	\$	300
material costs	\$	8,975
Total estimated costs	\$	40,567



June 07, 2023

The City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills, AL 35216
Attn: Jeff Downes, City Manager

**Re: Proposal of Survey and Civil Engineering Services
Oakview Lane Sidewalk Improvements**

Dear Jeff,

Engineering Design Group, LLC is pleased to submit this proposal of land survey and civil engineering services for the above-referenced project. Our scope of services is based on a discussion with Christopher Brady (City Engineer) and site visits to the project location. Our understanding of the project is that the City will construct approximately 435 linear feet of sidewalk along Oakview Lane, from the 4226 Oakview Lane to the New Merkel House. As well as constructing a modified hammerhead turnaround at the terminus of Oakview Lane and widening the existing roadway to meet the City's current standard. Our understanding is that the existing right-of-way width is below the current minimum requirement. If it is determined that additional right-of-way is required, we will provide a separate contract for any work necessary with compiling right-of-way acquisition documents.

Our scope of services includes right-of-way, topographic and utility survey, pre-design layout and alignment planning, civil engineering design, and bidding services. These scope items are described in detail on the following pages. Thank you for the opportunity to present this document. We look forward to providing our services to the City of Vestavia Hills.

This document is provided with the expectation that it is not being used in a price comparison with other professional services firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

Attachments: Exhibit A-Project Area

1.0 Scope of Services

1.1 Right of Way, Topographic and Utility Survey.

Engineering Design Group will perform a Right of Way, Topographic and Utility Survey for the subject property. The subject property will be along Oakview Lane from 4226 Oakview Ln to 4403 Dolly Ridge Rd.

Visible encroachments onto and beyond the limits of the surveyed parcels will be noted and shown on the survey. Engineering Design Group will not perform an independent title search of the surveyed parcel of land. ALTA/NSPS requirements and procedures will not be utilized during this Survey.

We will show visible utilities and subsurface utilities as marked by utility companies or as shown on maps. We will coordinate with Alabama One Call requesting all subsurface utilities situated in public right-of-way marked to enable an accurate location and depiction of the subsurface utilities. Alabama One Call does NOT mark any utilities that are within the limits of private property.

Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, and paved areas. Landscaped areas and tree lines will be shown on the survey, individual shrubs and trees will not be shown on the survey.

We will perform topographic locations on a portion of the subject property. Contours will be shown at 1-foot intervals and based on USGS datum. Spot elevations will be shown in flat areas. Two benchmarks will be set on site. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes.

The topographic locations will extend from 4226 Oakview Lane to 4403 Dolly Ridge Road. Topographic locations will also extend twenty-five (25) to Fifty (50) feet beyond the Right of Way of Oakview Lane.

1.2 Pre-Design Layout and Alignment

Upon completion of the roadway survey, we will provide a pre-design layout. The purpose of this task item is to prove that the anticipated sidewalk alignment can be designed per the discussions with City Staff. Additionally, we will provide guidance on previously-unknown conditions that could hinder design or construction (underground utility conflicts, drainage and grading/wall considerations). Should the alignment require revisions, we will provide reasoning for the realignment as well as alternative alignments. Once the sidewalk alignment is proven feasible, we will provide and engineers estimate and then proceed with civil construction documents.

1.3 Civil Construction Documents

We will develop a set of civil construction documents associated with the construction of the sidewalk. We will submit the Construction Documents to the City of Vestavia Hills for technical review and comment. We will meet with City Officials as needed to work through any design issues that arise during the development of civil construction documents. The Construction Documents will include the following design information, at a minimum:

- a. Sidewalk Alignment Plan-Plans will provide horizontal and vertical control for the layout and construction of the proposed sidewalk. Additionally, the plan will include layout and control for any additional permanent site items, i.e. crosswalks, pedestrian signals, walls, and railing. Design of pedestrian signals and specifications is excluded from our scope of services.
- b. Site Grading and Drainage Plan-Plan will include existing and finished contours, and storm water drainage facilities.
- c. Storm Drainage Profiles-We will provide necessary profiles for storm drainage pipes associated with the new sidewalk.
- d. Erosion Control Plan-Plan will include the necessary structural BMP devices for the control of sedimentation along the construction route.
- e. Notes and Details-We will provide standard notes and details which pertain to the site's specific construction requirements.

1.4 Alabama Department of Environmental Management NPDES Permit (If Required)

Effective April 1, 2011, ADEM established General Permit No. ALR 100000 for discharges associated with regulated construction activity that will result in land disturbance equal to or greater than one acre or from construction activities involving less than one acre and which are part of a common plan of development or sale equal to or greater than one acre. Construction site operators/owners seeking coverage under this general permit must submit a Notice of Intent (NOI) in accordance with the permit requirements. Operators/owners of all regulated construction sites must implement and maintain effective erosion and sediment controls in accordance with a Construction Best Management Practices Plan (CBMPP) prepared and certified by a Qualified Credentialed Professional (QCP). Engineering Design Group will create the CBMPP Plan and submit it, along with the NOI, to ADEM for the purpose of obtaining the NPDES permit. Engineering Design Group is not responsible for the application fee associated with the NPDES Permit.

1.5 Bid Documents and Specifications

We will attend a pre-bid meeting, respond to Requests for Information (RFI) submitted by bidding contractors, and we will attend the bid opening. Additionally, we will examine the bid schedules provided by bidding contractors, and aid the City in making a recommendation to award the contract.

1.6 Best Management Practices (BMP) Field Inspections (If Required)

As a requirement of the ADEM NPDES permit, inspections of structural BMP devices (erosion control measures) are required at least monthly, or after each $\frac{3}{4}$ " rainfall event. Engineering Design Group will monitor rainfall amounts at the site and provide these inspections. A report of our findings will be issued to you and your site contractor. The report will include site photographs, and recommendations for maintenance of any failing BMP devices.

1.7 Construction Administration

We will be available during the construction phase to answer questions or provide clarifications to the project team. We will meet with the Contractor and/or the City as necessary during construction. We have not anticipated a full-time on-site inspector. We have provided an estimated fee for this task item as shown in section 2.0.

1.8 Additional Services

Any service need that arises and is required but has not been included in our original scope of services will be performed on an hourly basis according to the fee schedule included in this proposal. We will discuss with the Client any additional service before performing the service and will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Right-of-Way Acquisition, Traffic Studies, Electrical Design, Construction Stake-Out, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Your signature on the following page will serve as our formal notice to proceed with the above-described scope of services. Again, we appreciate the opportunity to present our proposal of professional services and we look forward to a successful project.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Right-of-Way, Topographic and Utility Survey	\$ 7,800.00 Lump Sum
2.2 Pre-Design Layout and Alignment	\$ 2,500.00 Budget Estimate
2.3 Civil Construction Documents	\$ 28,750.00 Lump Sum
2.4 ADEM NPDES Permit (If Required)	\$ 2,500.00 Lump Sum
2.5 Bid Documents and Specifications	\$ 4,500.00 Lump Sum
2.6 BMP Field Inspections (If Required)	\$ 200.00 Per Inspection
2.7 Construction Administration	\$ 2,000.00 Budget Estimate
2.8 Additional Services	Hourly, if Required
Reimbursables	\$ 1,000.00 Budget

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,

Engineering Design Group, LLC



Ethan Fisher P.E., Alabama License #39922

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- | | |
|--------------------------|-------------------|
| • Principal in Charge | \$150.00 per hour |
| • Project Manager | \$130.00 per hour |
| • Senior Design Engineer | \$120.00 per hour |
| • Project Engineer | \$105.00 per hour |
| • Engineering Drafter | \$ 85.00 per hour |
| • Expert Witness | \$250.00 per hour |

Surveying Rate Schedule

- | | |
|------------------------------------|-------------------|
| • PLS | \$125.00 per hour |
| • Field Crew | \$145.00 per hour |
| • Field Crew Construction Layout** | \$155.00 per hour |
| • Senior Drafter | \$ 95.00 per hour |
| • Drafter | \$ 85.00 per hour |

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

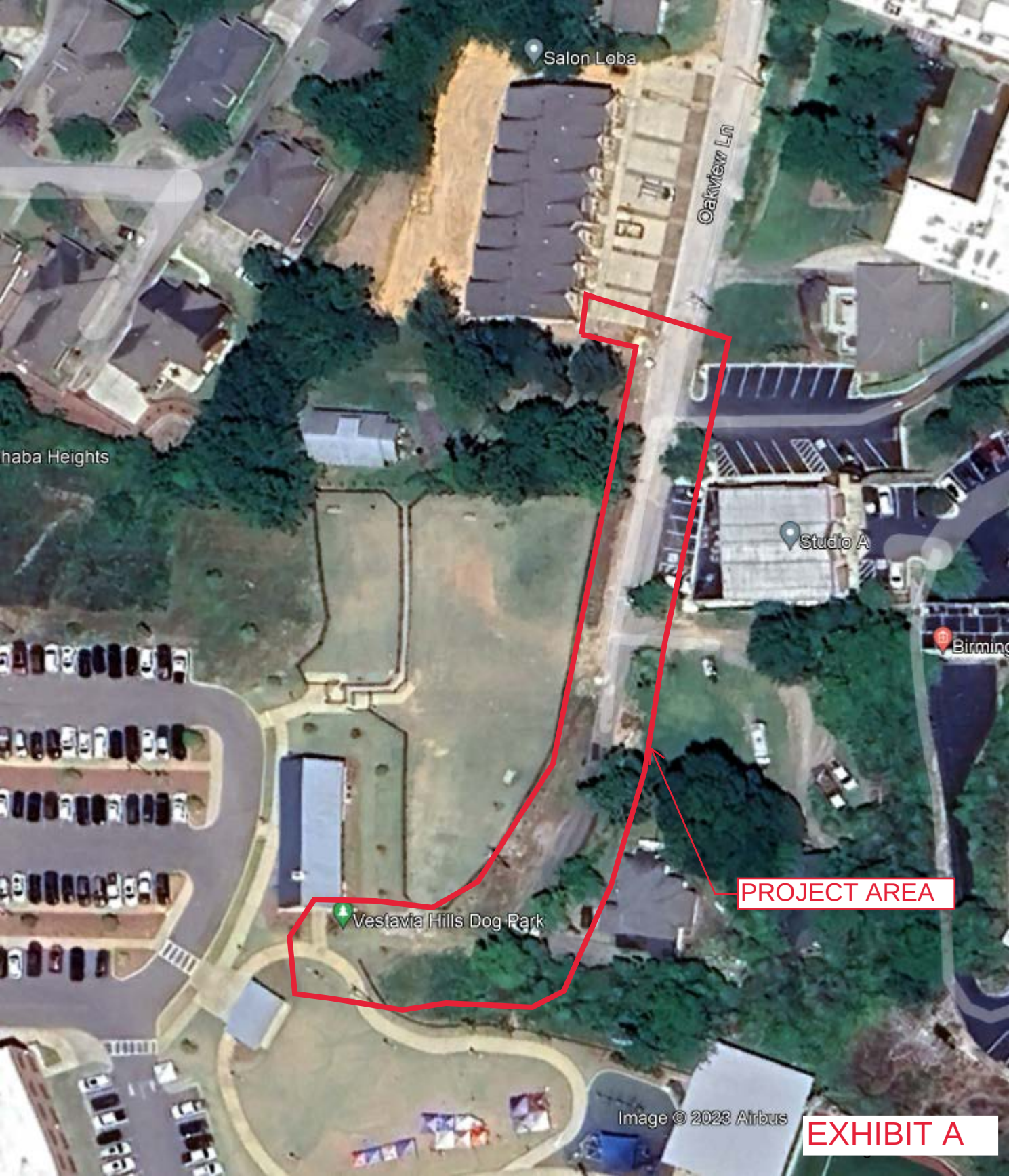
Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the “Civil Engineer and Designer Agreement.”



Salon Loba

Oakview Ln

haba Heights

Studio A

Birmingham

Vestavia Hills Dog Park

PROJECT AREA

Image © 2023 Airbus

EXHIBIT A

TERMS AND CONDITIONS:

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **RIGHT OF ENTRY** - When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors.

4. **DISPOSAL OF SAMPLES** - CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** - The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION PHASE SERVICES** - If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **STANDARD OF CARE** - CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services.
8. **OPINION OF PROBABLE COSTS** - When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current.

10. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **CONFLICTS OF INTEREST** - This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.
12. **REIMBURSABLE EXPENSES** - CONSULTANT will bill direct non payroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
13. **MISCELLANEOUS** - Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

14. **OTHER PROVISIONS** - Notwithstanding anything contained in the Agreement to the contrary, the City and Engineering Design Group, LLC agree to add the following terms, provisions and conditions to the said Agreement as Section 15 to said Agreement:

IMMIGRATION - By signing this Agreement, the contracting parties affirm, for the duration of the Contract, 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.

INDEPENDENT CONTRACTOR - Engineering Design Group, LLC is an independent contractor for purposes of this Agreement. Nothing contained in the Agreement shall be construed to mean that said Engineering Design Group, LLC is the servant, agent or employee of the City of Vestavia Hills, Alabama.

WORKER'S COMPENSATION - EDG shall carry Worker's Compensation insurance for all of its employees and those of its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law.

LIABILITY INSURANCE - EDG shall carry Public Liability Insurance with limits of Three Hundred Thousand Dollars (\$300,000.00), per person, and One Million Dollars (\$1,000,000.00), per occurrence, to cover and protect the City and EDG and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the Agreement. The City of Vestavia Hills, Alabama shall be added as "an additional insured" to the general comprehensive liability insurance policy of EDG.

INDEMNITY - EDG shall indemnify and save harmless the City of Vestavia Hills, Alabama, its Mayor, City Manager, individual members of the City Council, servants, agents, employees or representatives from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities and damages arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of work performed by EDG under this Agreement.

PROFESSIONAL ENGINEER - EDG represents, covenants and warrants that it is a licensed professional engineer within the meaning of Title 34-11-1(3), Code of Alabama, 1975, in good standing with the State of Alabama Board of Licensure for Professional Engineers and Land Surveyors.

STANDARD OF CARE AND COMPLIANCE WITH APPLICABLE LAWS – EDG shall perform its professional services in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services at the same time, in the same locality, at the same site and under the same or similar circumstances and conditions. EDG makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. EDG shall exercise usual and customary professional care in its efforts to comply with the provisions of the labor law and state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Agreement between the City and Engineering Design Group, LLC. It is understood, however, that various laws, statutes, codes, rules, regulations and ordinances are subject to varying and sometimes contradictory interpretation. EDG shall exercise its professional skill and care consistent with the generally accepted standard of care to provide services that comply with such laws, statutes, codes, rules, regulations and ordinances. EDG cannot warrant that all documents issued by it shall comply with said laws, statutes, codes, rules, regulations, and ordinances.

ARBITRATION; MEDIATION; ALTERNATE DISPUTE RESOLUTION - The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (a) the rights and remedies available under such arbitration rules or processes do not afford EDG greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (b) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (c) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

ATTORNEY'S FEES; COURT COSTS; LITIGATION EXPENSES - The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

INDEMNIFICATION; HOLD HARMLESS; RELEASE; WAIVER; LIMITATIONS OF LIABILITY OF REMEDIES - The City shall not and does not indemnify, hold harmless or release EDG or any other person, firm, or legal entity for, from or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against EDG or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of EDG or any person, firm or entity in privity therewith or acting on EDG's behalf. Any limitation or restriction regarding the type, nature, form, amount or extent of any right, remedy, relief or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the Agreement, and void.

GOVERNING LAW - This Agreement shall be governed by the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS - Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. EDG represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

PUBLIC WORKS CONSTRUCTION CONTRACT
WITH A CONTRACT PRICE OF \$50,000.00 OR LESS

STATE OF ALABAMA
JEFFERSON COUNTY

CONSTRUCTION CONTRACT

WITNESSETH THIS PUBLIC WORKS CONSTRUCTION CONTRACT (“Contract”), made and entered into on this the ____ day of _____, 202__, by and between the City of Vestavia Hills, Alabama, a municipal corporation, organized, existing and operating pursuant to the laws of the State of Alabama situated at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216, hereinafter referred to as the “City”, and insert name of Contractor, an Alabama insert identification of entity (i.e. corporation, LLC, etc.), hereinafter referred to as the “Contractor,” whose principal place of business is situated at _____.

WITNESSETH THESE RECITALS:

WHEREAS, Alabama law regarding the letting, execution and administration of public improvement contracts by municipalities at Title 39-1-1, et seq. and Title 39-2-1, et seq., *Code of Alabama, 1975* (“Alabama Public Works Law”) provides, among other things, that the term “public works” is defined as follows:

"(6) **PUBLIC WORKS.**-- The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise." (Title 39-2-1(6), *Code of Alabama, 1975*); and

WHEREAS, Alabama Public Works Law provides that a municipality may let contracts for public works involving Fifty Thousand Dollars (\$50,000.00) or less without advertising for sealed bids (Title 39-2-2(b)(1), *Code of Alabama, 1975*); and

WHEREAS, Alabama Public Works Law also provides that a performance bond for work, materials and payment bond are not required to secure public works projects in an amount less than Fifty Thousand Dollars (\$50,000.00) (Title 39-1-1(e), *Code of Alabama, 1975*); and

WHEREAS, the City is in need of work, labor and materials for a public works construction/repair project and requested proposals from various contractors; and

WHEREAS, the Contractor submitted a proposal for the completion of said public works project, which the City has determined to be the lowest, best and most responsible and responsive proposal received; and

WHEREAS, a copy of the Proposal is attached hereto, marked as Exhibit 1 and is incorporated into this Contract by reference as though set out fully herein; and

WHEREAS, the City has negotiated the proposal of the Contractor; and

WHEREAS, the City and the Contractor have agreed that it is in the best interests of the parties that this contract be reduced to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Contractor mutually agree as follows:

I. RECITALS

The recitals set forth above are incorporated herein by reference as though set out fully herein.

II. EXHIBITS

Exhibits 1, 2 and 3 are attached hereto and are incorporated verbatim by reference as though set out fully herein.

III. REQUIREMENT FOR LICENSED GENERAL CONTRACTOR

Contractor represents, covenants and warrants that it is a licensed General Contractor within the meaning of Title 34-8-1, *Code of Alabama, 1975*. Said Contractor further represents that it is duly licensed and qualified to furnish the materials and supplies and perform the work of the public works project described in this Contract.

IV. SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services to perform all labor necessary for the work described in Exhibit 1 (consisting of _____ pages), which is attached hereto and incorporated into this contract by reference as though set out fully herein.

ADDITIONAL DESCRIPTION OF WORK, IF NECESSARY: _____

V. CONTRACT AMOUNT

The City shall pay to the Contractor for the faithful performance of this Contract and the completion of the work described in section IV above in the amount of _____ Dollars (\$_____) as the Contract amount.

VI. PAYMENT OF CONTRACT AMOUNT

The City shall pay to the Contractor the contract amount in full upon completion of the work described in section IV hereof.

VII. CONTRACT TIME

The contract time shall be _____ (_____) days.

A. The work shall commence on _____, 202__; provided, however, that the work shall not be commenced by Contractor until after the Contractor has delivered to the City the certificates of insurance policy coverages described in section IX and section X of this contract.

B. The work shall be completed on or before _____, 202__.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and other elected public officials and employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work done by Contractor, including specifically, but not limited to claims alleged to have been caused by faulty, negligent or defective design and/or other related services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

IX. INSURANCE

The Contractor shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:

- | | | |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease-- | \$1,000,000 each employee |

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of this Contract) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per project aggregate limits.

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

(a) \$5,000,000 per occurrence

(b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

(b) The policy must be on an "occurrence" basis.

X. ADDITIONAL INSURED

The Contractor shall cause all of the insurance policy coverages described in Section IX of the Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis; and

F. CERTIFICATES OF INSURANCE POLICY COVERAGES: The Contractor shall deliver to the City insurance certificates to evidence that all insurance policies and coverages described in section IX and section X of this Contract are in full force and effect. Delivery of said certificates by the Contractor to the City shall be made prior to the commencement of the work by the Contractor. In other words, Contractor shall not begin work unless and until the Contractor has delivered the insurance certificates to the City.

XI. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Contractor is the servant, agent or employee of the City.

XII. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City Council of the City of Vestavia Hills, Alabama.

XIII. PERMITS, LAWS, CODES AND ORDINANCES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the local, state and federal governments.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor, including specifically Ordinance Number 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.

XV. PROTECTION OF UNDERGROUND UTILITIES

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

XVI. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights of way reasonable clear. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XVII. INSPECTION

All materials and workmanship shall be subject to inspection, examination or test by the City at any and all times during installation or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective materials and workmanlike and/or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project area and be replaced with material of specified quality without charge therefor. If the

Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract for or otherwise have the defects remedied or rejected materials removed from the project area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.

XVIII. GENERAL GUARANTY BY CONTRACTOR

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective material and work with reasonable promptness.

XIX. SALES TAX

The Contractor and the Owner shall avoid the payment of sales, use and similar taxes by using the process outlined in Act Number 2013-205 now codified at Title 40-9-14.1, *Code of Alabama, 1975*. Notwithstanding the fact that this Contract (with a contract amount of \$50,000.00 or less) was not required to be bid (Title 39-2-2(b)(1), *Code of Alabama, 1975*), the City and Contractor agree that the attached DCM Form C-3 (Exhibit 2) and DCM Form C-3A (Exhibit 3) shall be used by the contracting parties so that no sales, use and similar taxes will be required to be paid. Copies of those forms are attached hereto, marked as Exhibit 2 and Exhibit 3 and are incorporated into this Contract by reference as though set out fully herein.

XX. IMMIGRATION LAW

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.

XXI. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

XXII. MISCELLANEOUS:

A. NON WAIVER: The failure of the City (Owner) to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

C. NOTICES: Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

D. GOVERNING LAW: This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

E. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. CONSTRUCTION OF TERMS: Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

G. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Contractor and their heirs, successors and assigns.

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

J. ENTIRE AGREEMENT: This written contract contains the entire agreement between the City and the General Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and insert name of Contractor, an Alabama insert identification of entity (i.e. corporation, LLC, etc.), have caused this agreement to be executed by

their duly authorized officers and their respective seals to be affixed hereto on the date first above written.

OWNER:

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

Insert name of company _____

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Construction Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Construction Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, an Alabama _____, is signed to the foregoing Construction Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said

Given under my hand and official seal, this the _____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

WITNESSETH THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Agreement”), made and entered into on this the ____ day of _____, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (“City”) and _____ (“Engineer”).

WITNESSETH THESE RECITALS:

WHEREAS, the City is planning to make public improvements by

(“project”), which is a public works project within the meaning of Alabama law set forth at Title 39-2-1(6), *Code of Alabama, 1975*; and

WHEREAS, Alabama law at Title 34-11-10, *Code of Alabama, 1975*, provides as follows:

“§34-11-10. Public works. A state, county or local government agency or authority, or an official or employee thereof, may not engage in the practice of engineering or land surveying involving either public or private property without the project being under the responsible charge of a professional engineer for engineering projects or a professional land surveyor for land surveying projects as provided for the practice of the respective professions by this chapter; provided, that nothing in this chapter shall be held to apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$20,000.00.”; and

WHEREAS, municipalities may employ engineers, architects and superintendents of construction without advertising for competitive bids by virtue of Title 41-16-51(a)(3), *Code of Alabama, 1975*; and

WHEREAS, _____
 (“Engineer”) is willing to perform professional engineering services pursuant to the terms,
 provisions and conditions of this Agreement; and

WHEREAS, the City and Engineer have negotiated the terms, provisions and conditions of this Agreement and wish to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Engineer mutually agree as follows:

I. SCOPE OF THE WORK

The Engineer shall perform and complete the following engineering services for the City:

II. CONTRACT AMOUNT

The City shall pay to the Engineer for the faithful performance of this Contract and the completion of the work described in section I above in the amount of _____ Dollars (\$_____) as the Contract amount.

III. PAYMENT OF CONTRACT AMOUNT

The City shall pay to the Engineer the contract amount in full upon completion of the work described in section I hereof.

IV. CONTRACT TIME

The contract time shall be _____ (_____) days.

A. The work shall commence on _____, 202__;
provided, however, that the work shall not be commenced by Engineer until after the Engineer has delivered to the City the certificates of insurance policy coverages described in section VI and section VII of this contract.

B. The work shall be completed on or before _____, 202__.

V. INDEMNIFICATION

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and other elected public officials and employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work done by Engineer (losses) to the extent caused by faulty, negligent or defective design and/or other related services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Engineer, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification

shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

VI. INSURANCE

The Engineer shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Engineer qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:

- | | | |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease-- | \$1,000,000 each employee |

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of this Contract) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per project aggregate limits.

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

(a) \$5,000,000 per occurrence

(b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

(b) The policy must be on an "occurrence" basis.

E. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS): Professional liability (errors & omissions) insurance shall be carried in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. This coverage shall be carried for two (2) years after the last Date of Substantial Completion of the Construction Contract.

VII. ADDITIONAL INSUREDS

The Engineer shall cause all of the insurance policy coverages described in Section IX of the Contract above (except for the Worker's Compensation and Professional Liability (errors & omissions) coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Engineer's negligent acts or omissions during the Engineer's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in

whole or in part by the Engineer's negligent acts or omissions during the Engineer's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis; and

F. **CERTIFICATES OF INSURANCE POLICY COVERAGES:** The Engineer shall deliver to the City insurance certificates to evidence that all insurance policies and coverages described in section VI and section VII of this Contract are in full force and effect. Delivery of said certificates by the Engineer to the City shall be made prior to the commencement of the work by the Engineer. In other words, Engineer shall not begin work unless and until the Engineer has delivered the insurance certificates to the City.

VIII. INDEPENDENT CONTRACTOR

The Engineer is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Engineer is the servant, agent or employee of the City.

IX. ASSIGNMENT

This contract shall not be assignable by the Engineer in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City Council of the City of Vestavia Hills, Alabama.

X. PERMITS, LAWS, CODES AND ORDINANCES

The Engineer shall give all notices required by and comply with all applicable laws, ordinances and codes of the local, state and federal governments.

XI. COMPLIANCE WITH APPLICABLE LAWS

Engineer shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Engineer, including specifically Ordinance Number 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.

XII. PROTECTION OF UNDERGROUND UTILITIES

Engineer shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Engineer damages any utility equipment or apparatus during the performance of the work, then in such event the Engineer shall be solely liable for the repair or payment of repair for said damages.

XIII. IMMIGRATION LAW

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.

XIV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Engineer represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

XV. MISCELLANEOUS:

A. NON WAIVER: The failure of the City (Owner) to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

C. NOTICES: Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

D. GOVERNING LAW: This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

E. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. CONSTRUCTION OF TERMS: Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

G. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Engineer and their heirs, successors and assigns.

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

J. ENTIRE AGREEMENT: This written contract contains the entire agreement between the City and the General Engineer.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____, an Alabama *insert identification of entity (i.e. corporation, LLC, etc.)*, have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on the date first above written.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

ENGINEER:
Insert name of company _____

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Professional Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Professional Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, an Alabama _____, is signed to the foregoing Agreement for Professional Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal, this the _____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL



**CITY OF VESTAVIA HILLS
PARKS & RECREATION
INTER-DEPARTMENT MEMO**

June 26, 2023

To: Jeff Downes, City Manager

Cc:

From: Jamie Lee

RE: Public Hearing - Ordinance Number 3184 - An Ordinance to authorize the City Manager and Director of Parks and Leisure Services to Sign a revised Civic Center Facility Agreement and Deposit Form for Facility Rentals at the Civic Center

Background:

In accordance with a recommended change from the Vestavia Hills Park and Recreation Board, renters will no longer be required to use a preferred caterer for any rental spaces in the VHCC other than the ballroom. Additionally, a \$100 "cleaning deposit" will now be required to reserve any rentable space in the VHCC

Recommendation:

It is recommended that the City Council accept this change to the facility rental contract and deposit form to include the new changes related to use of preferred caterers and a cleaning deposit.

Fiscal Impact:

na

Attachments:

1. Ordinance 3184
2. Exhibit A Facilities Agreement with Boone Opinion

ORDINANCE NUMBER 3184**AN ORDINANCE TO AUTHORIZE THE CITY MANAGER AND DIRECTOR OF PARKS AND LEISURE SERVICES TO SIGN A REVISED CIVIC CENTER FACILITY AGREEMENT AND DEPOSIT FORM FOR FACILITY RENTAL**

WHEREAS, the Parks and Recreation Board recommended revisions to the existing Facilities Agreement for the Vestavia Hills Civic Center rentals. Revisions were recommended as follows: (1) Page 3 “*Birthday Parties in One Rebel Room (Room 140) to remove the sentence, “Meal items such as pizza and chicken nuggets must be ordered from the preferred vendors list.”*”; and (2) on page 5, add the following paragraph, “*All rental spaces in the VHCC will require a \$100.00 refundable fee at the time of the signing of the contract. The fee may be refunded at the conclusion of the event upon Vestavia Hills Park and Leisure staff acceptance of the rooms return to its original condition.*”; and (3) page 5, under Food and Beverage, add “*Rental of any other space in the Civic Center will not require the use of preferred caterer.*”; (4) page 5, Food and Beverage to add “*Without the prior approval from the Vestavia Hills Park and Leisure staff, use of the warming kitchens in the Civic Center will be exclusive to the preferred caterers.*” Said corrections are indicated in red in the revised agreement marked as Exhibit A, attached to and incorporated into this Ordinance Number 3184; and

WHEREAS, the City Attorney reviewed the recommended revisions of the Facilities Agreement and Deposit Form and documented in a letter dated June 21, 2023 indicating that there are no legal issues with said recommendations. Said letter is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3184 as if written fully therein; and

WHEREAS, the City Attorney drafted a replacement to the Facilities Agreement and Deposit Form, highlighting the changes and has recommended that the City Council accept said changes as detailed in the copy of the revised agreement, also marked “Exhibit A,” a copy of which is attached to and incorporated into this Ordinance Number 3184 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendations of the Park Board and the City Attorney as detailed in the attached Exhibit A.

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

1. That Facilities Agreement and Deposit Form as detailed in the attached Exhibit A and recommended by the Vestavia Hills Parks and Recreation Board is hereby accepted as the official Facilities Agreement to be utilized at the Vestavia Hills Civic Center; and
2. This Facilities Agreement and Deposit Form shall be utilized for all tenants of the City's Civic Center; and
3. The City Manager and Director of Parks and Leisure Services are hereby authorized to sign said forms for rental of facilities at the Civic Center; and
4. This Ordinance Number 3184 shall become effective immediately upon approval and publishing/posting as required by Alabama law.

ADOPTED and APPROVED this the 10th day of July, 2023.

Ashley C. Curry
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 Number 3184 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 10th day of July, 2023 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkel House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of July, 2023.

Rebecca Leavings
City Clerk

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

June 21, 2023

By Electronic mail

Mr. Jamie Lee, Director
Vestavia Hills Parks and Leisure Services
Vestavia Hills Civic Center
1090 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Amendments to Facilities Agreements Approved by Ordinance Number 3130
Enacted October 13, 2022

Dear Mr. Lee:

On June 14, 2023, you sent to me via electronic mail a Vestavia Hills Civic Center Facility Agreement with proposed amendments added in red ink. You requested that I review the proposed additions and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

In substance, the amendments provide:

1. Renters will no longer be required to use the performed caterer for any rental spaces other than the ballroom; and
2. The \$100.00 "cleaning deposit" will be used to the extent necessary to clean the space following the rental event with the unused portion being refunded.

I. APPLICABLE LAW

A. VESTAVIA HILLS PARKS AND LEISURE: Our Park Board has the control over all lands, buildings, equipment and other facilities assigned for recreational purposes to the Board by the City Council and the direction, supervision and promotion of recreational programs pursuant to Title 11-86-1, et seq., *Code of Alabama, 1975*, and Ordinance Number 2258 enacted on May 27, 2009.

B. CITY OF VESTAVIA HILLS:

1. **Ownership of Vestavia Hills Civic Center:** The City of Vestavia Hills, Alabama is the owner of the Vestavia Hills Civic Center by virtue of that certain deed dated May 17, 2017, filed in the office of the Judge of Probate of Jefferson County, Alabama on June 8, 2017 and recorded at Instrument #2017-057813, Pages 1-5.

2. **Municipal Contracts:** All contracts by and between a municipality and any person, firm, corporation or other legal entity must be approved by the City Council (*Van Antwerp v. City of Mobile*, 217 Ala. 201 (1928); and *Town of Boligee v. Greene County*, 77 So.3d 1166 (2011), by the enactment of an ordinance or resolution; and

II. FACTS

The Park Board wishes to amend the Facilities Agreement by adding the language typed in red on pages 3 and 4. A copy of the proposed Facilities Agreement, as amended, is attached hereto.

III. LEGAL OPINION

From a legal standpoint, I approve the amendments to the Facilities Agreement adding the language typed in red ink.

IV. RECOMMENDATIONS

A. **CITY COUNCIL CONSIDERATION:** In order to make the amendments, it is necessary for the City Council to consider the approval of an amendment to Ordinance Number 3130.

B. **PREPARATION OF ORDINANCE TO AMEND ORDINANCE NUMBER 3130:** I recommend that City Clerk Becky Leavings prepare a simple ordinance to amend Ordinance Number 3130.

C. **APPROVAL BY CITY COUNCIL:** I recommend that the City Council have a first read of the ordinance prepared by Becky at its meeting on June 26, 2023 and consider approval and adoption on July 10, 2023.

Please call me if you have any questions regarding this matter.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Attachment

cc: City Manager Jeff Downes (by e-mail)
City Clerk Rebecca Leavings (by e-mail)



VESTAVIA HILLS

VESTAVIA HILLS CIVIC CENTER
DEPOSIT FORM
1090 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
205-978-0166

DATE: _____

LESSEE: _____ RESIDENT: _____ NON-RESIDENT: _____

ORGANIZATION NAME (If applicable): _____

ADDRESS: _____ EMAIL ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT (If different from above): _____ CELL: _____

DATE OF EVENT: _____ NUMBER OF GUESTS: _____

FACILITY TO RESERVE: _____

PURPOSE: _____

To reserve the above requested space, a \$100 cleaning fee deposit is required. This fee will be charged at the conclusion of your event, upon inspection of the Vestavia Hills Parks and Leisure Staff, if the space is not returned to its original condition.

Please choose the following option for your payment.

☐ Credit Card # _____ Exp. Date _____ CVC _____

Name as it appears on Credit Card _____

☐ Personal Check Check # _____ Bank _____

Name(s) as it appears on Check _____

Lessee Signature: _____



VESTAVIA HILLS

VESTAVIA HILLS CIVIC CENTER
FACILITY AGREEMENT
1090 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
205-978-0166

DATE: _____

LESSEE: _____ RESIDENT: _____ NON-RESIDENT: _____

ORGANIZATION NAME (If applicable): _____

ADDRESS: _____ EMAIL ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT (If different from above): _____ CELL: _____

By the execution of this contract, the Lessee accepts the terms listed in the facility agreement for facility rental and affirms that the details below and in the facility agreement, are correct.

DATE REQUESTED: _____ NUMBER OF GUESTS: _____

FACILITY TO RESERVE: _____

PURPOSE: _____

DATE: _____ TIME: _____ TOTAL FEE: _____

INSURANCE COVERAGE: _____

SPECIAL REQUESTS: _____

GENERAL RULES AND INFORMATION

RESERVATIONS

- A. Reservations may be made Monday – Friday, 8:30-4:30 by calling the Civic Center office or through an online application. The application may be completed at VHAL.org under “Reserve a Space” in the Parks and Recreation Section.
- B. Hours of Operation: Monday – Thursday 7:00 AM-9:00PM
Friday – 7:00 AM – 5:00 PM
Saturday – 8:00 AM – 5:00 PM
Sunday – 1:00 PM – 5:00 PM

Hours may be extended on Friday and Saturday to 12:00 AM. **Rental time includes your setup, decorating, event, and clean up.**

ACCESSIBILITY

The Vestavia Hills Civic Center is committed to the needs of individuals with disabilities. The Civic Center is accessible to disabled patrons as required by the ADA and applicable regulations.

ALCOHOL

The Civic Center has specific guidelines for the sale of alcoholic beverages. These guidelines are outlined below:

- Provision of alcohol as part of the lessee event will require the use of the Civic Center's alcohol vendor. No alcohol will be allowed to be brought in the Civic Center premise except as provided by the Civic Center's alcohol vendor. Your event manager will provide the details.
- All lessee events with alcohol are required to utilize two off-duty Vestavia Hills Police Officers for the duration of the event. See pricing under Security.
- Alcohol will not be served to anyone under the age of 21.
- If the lessee states that alcohol will not be served and/or consumed and the facility discovers alcohol, the police will be called, the event will be closed down and deposit forfeited.

ANIMALS

Animals or pets are not permitted in the Civic Center, with the exception of service animals, which may accompany individuals with disabilities in all areas of the facility.

AUDIO VISUAL

The Civic Center is equipped to accommodate most audio visual and technological needs. Please contact the Event Manager for additional information.

BANDS/DJS

All bands and DJ's must provide their own equipment and adhere to the rules of the facility. Each event space is equipped with power. Please provide Event Manager with a copy of the contract with the band or DJ.

BIRTHDAY PARTIES IN ONE REBEL ROOM (Room 140)

Birthday cakes, cupcakes, ice cream, homemade snack foods, and non-alcoholic beverages may be brought into the facility without the use of a preferred vendor. ~~Removed this sentence " Meal items such as pizza and chicken nuggets must be ordered from the preferred vendors list."~~

BUSINESS LICENSE

Event Manager will be able to give you the information if a business license is needed. All exhibit shows will require a business license.

CANCELLATION

Cancellation of an event less than 30 calendar days before the event date shall result in a 25% forfeiture of the deposit. Cancellation of the event 30 or more calendar days prior to the event, shall result in a full refund minus a \$10.00 processing fee.

CAPACITY

ROOM #	SPACE	SQUARE FOOTAGE	CEILING HGHT	CONF	THEATER	CLASS-ROOM	BOOTH	BANQ
112	Magnolia Room	2,833	10'	50	196	90	n/a	144
117	Dogwood Room	2,774	10'	38	180	84	n/a	128
140	One Rebel Room	2,158	25'	n/a	n/a	n/a	n/a	104
208	Vestavia Hills Ballroom A/B	10,141	12'6"	n/a	733	344	47	600
233	Sara Wuska Conference Rm	413	10'	20*	n/a	n/a	n/a	n/a

*The Conference Table will seat 12 and there is additional seating around the room.

All events must comply with the above occupancy limitations. Any event that exceeds building capacity will be asked to reduce the number of attendees. Failure to comply will result in the event being closed down.

CLEAN UP AND DAMAGES

The Civic Center Staff will remove trash and clean the floors at the conclusion of the event. We ask that you place all trash in the receptacles provided. Please remove from the Civic Center all items brought in to the facility at the conclusion of the event, (Ex: decorations, linens, flowers, etc.). Additional charges will be incurred for non-compliance.

The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the lessee, attendees, agents, or employees of the lessee. Lessee will need to leave a valid credit card and authorization form on file as a security deposit for any damages. The lessee will be notified of any damages before the credit card is charged.

CONDUCT AND BEHAVIOR

The lessee is responsible for the conduct of their participants, workers and guests. All rules and regulations of the Civic Center must be followed at all times. The Vestavia Hills Civic Center reserves the right to require any lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with the Civic Center rules, regulations or policies.

DECORATIONS

The use of tape, staples, stick pins or Velcro on any wall or door or hung from the ceiling is **strictly prohibited**. The use of confetti, bird seed, rice or similar items is prohibited. Candles will need to be flameless. Your Event Manager will be able to offer acceptable alternatives.

DEPOSIT

A 50% fee deposit is due with a signed contract. The balance is due 15 days before the event. If the event is within 30 days, the full balance is due at the time of the reservation. The deposit and balance may be paid by check, cash or by credit card.

ADDED THE PARAGRAPH BELOW:

All rental spaces in the VHCC will require a \$100.00 refundable fee at the time of the signing of the contract. The fee may be refunded at the conclusion of the event upon Vestavia Hills Park and Leisure staff acceptance of the rooms return to its original condition.

EXHIBITS

Floor plans must be provided to the Event Manager 30 days before the event.

FIRST AID/EMERGENCY SERVICES

Fire Codes will be adhered to in all event spaces. All events are subject to an inspection and approval of the Fire Marshall. The use of fog machines, untreated hay, straw, cotton bales or any other flammable decoration is prohibited. All utility panels, fire hose cabinets, standpipes, fire extinguishers and fire alarms must remain visible and accessible at all times.

FOOD AND BEVERAGE

The Vestavia Hills Civic Center requires the use of the Preferred Caterers in the Vestavia Hills Ballroom. The list is attached. Rental of any other space in the Civic Center will not require the use of preferred caterer. – (ADDED THIS LINE)

All Food and Beverages charges will be paid to the caterer. Wedding cake vendors will be required to purchase a one-day business license from the City, if they are not a preferred vendor.

Without the prior approval from the Vestavia Hills Park and Leisure staff, use of the warming kitchens in the Civic Center will be exclusive to the preferred caterers. –(ADDED THIS LINE)

INDEMNITY

To the fullest extent permitted by law, the lessee shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from activities of the lessee and its guests, or anyone for whose acts they may be liable, resulting from activities of the lessee and its guests, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of the party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from activities of the lessee and/or its guests.

INSURANCE

Insurance is required for rental of the Vestavia Hills Civic Center. The lessee shall produce and deliver to the Event Manager a policy or certificate of insurance (COI) with the lessee as the named insured and providing for limits of liability equal to or greater than the coverage types and amounts provided below. Furthermore, the City of Vestavia Hills, Alabama, its City Manager, Parks and Recreation Board and its members, its Mayor and other elected officials and employees shall be listed as additional insureds on said policy or COI. The policy or COI shall require the insurance company to give the City of Vestavia Hills' Civic Center Event Manager written notice of any reduction or cancellation or coverage during the terms of the lease. Written notice shall be sent to Vestavia Hills Civic Center Event Manager, 1090 Montgomery Highway, Vestavia Hills, AL 35216.

Insurance requirements may be waived for events anticipating fewer than 500 attendees. The City of Vestavia Hills has a Tenant User Liability Insurance Program (TULIP) to assist lessees who find it difficult to obtain insurance coverage as referenced above. Please contact the Event Manager for more information.

Required Coverage Type and Limits of Liability for Lessee:

General Liability: \$1,000,000 each occurrence, \$2,000,000 aggregate

Damage to Premises: \$300,000

Personal and Advertising Injury: \$1,000,000 each occurrence

LINENS

Linens are not provided.

LOSS/THEFT

The Civic Center does not provide security for personal property or valuables. Attendees are solely responsible for safeguarding any valuables. The Civic Center will not be responsible for any loss.

PARKING

The Civic Center has 185 parking spaces with an additional 100 at City Hall. There is a walking bridge provided between City Hall and the Civic Center 2nd floor. Charging for parking is not permitted by any user group.

SECURITY

Two police officers are required for all events where alcohol is served. All police will be secured by the Event Manager. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over 4 will be charged at \$50 per hour. No outside security will be allowed.

SMOKING

The Vestavia Hills Civic Center is a smoke-free facility. Smoking is not permitted in the facility including vapor cigarettes. Smoking is allowed outside the facility in the designated smoking area.

RATES

ROOM #	SQUARE FOOTAGE	RESIDENT 4 HOURS	NON - RESIDENT HOURS	RESIDENT 8 HOURS	NON- RESIDENT 8 HOURS	ADD HOURS
112	2,833	\$300.00	\$400.00	\$600.00	\$800.00	\$100.00
117	2,774	\$300.00	\$400.00	\$600.00	\$800.00	\$100.00
140	2,158	\$125.00	\$175.00	\$250.00	\$350.00	\$100.00
208	10,141	\$600.00	\$700.00	\$1,200.00	\$1,400.00	\$100.00
233	413	\$125.00	\$175.00	\$250.00	\$350	\$100.00

SETUP

The table and chair setup plan for the room rented must be received by the facility 14 days in advance of the event. If it is not received, \$50.00 will be deducted from your deposit. We provide one setup per day.

Strict adherence with all approved and documented setup plans, starting and end times is required. Additional charges will be imposed at the rate of \$100 per every half hour that extends beyond the scheduled time. Fire codes will be adhered to in all event spaces. Modification to a room setup will result in additional charges.

Move In/Move Out activities from an event space will utilize the Civic Center loading dock. No move in/move out will be allowed through the front doors of the facility.

TAX EXEMPTION

For tax exemption, you must have a Tax ID and be able to provide us a copy.

TEEN EVENTS

- Teen Events are defined as events for Teenagers between the ages of 13-19.
- One parent per every 25 teenagers, must be present for the duration of the event.
- If the event has over 75 teenagers, two police officers are required for duration of the event. All police will be secured by the Event Manager. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over four hours will be charged at \$50 per hour. No outside security will be allowed. These security fees are paid to the Civic Center.
- The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the Lessee, attendees, agents, or employees of the lessee. Lessee will need to leave a valid credit card and authorization form on file as a security deposit for any damages. The Customer will be notified of any damages before the credit card is charged.

LESSEE SIGNATURE: _____

DATE: _____

CITY MANAGER SIGNATURE: _____

DATE: _____

PARKS & LEISURE

DIRECTOR SIGNATURE: _____

DATE: _____



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

June 26, 2023

To: Jeff Downes, City Manager

Cc:

From:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None