



**Vestavia Hills
City Council Agenda
July 10, 2023
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Sam Williamson, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Presentation - JBS Mental Health Authority - Jim Crego, Executive Director
7. Announcements, Candidates and Guest Recognition
8. City Manager's Report
9. Councilors' Reports

Old Business

10. 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
11. 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
12. 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

New Business

13. 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

14. 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

New Business Requesting Unanimous Consent

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

15. Public Hearing - Ordinance Number 3183 - Rezoning - 709 Chestnut Street; Lot A, Resurvey of Lots 20 and 21, Block 9, South Bham Heights; Rezone from Vestavia Hills R-2 (medium density residential) to Vestavia Hills O-1 (office park district); Jessica Prier, Owner
16. 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 scheduled for Monday, August 14, 2023*)
17. Citizens Comments
18. 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.



940 Montclair Road | Birmingham, AL 35213
205.595.4555 | Fax 205.592.3539 | jbsmmentalhealth.com

July 7, 2023

Mayor Ashley Curry
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mayor Curry:

Enclosed please find our budget request for Fiscal Year 2024, outlining the funding needs of the agencies and programs for whom the Jefferson-Blount-St. Clair Mental Health Authority is requesting local funding. The appropriation desired from the City of Vestavia Hills is **\$7,500**.

Your contributions in the past have made a tremendous difference in the lives of the clients we serve. In combination with state, federal, and other local allocations, your funds have provided the following to 189 Vestavia Hills residents in the past year:

- Inpatient crisis stabilization services for uninsured mentally ill persons,
- Medications and outpatient therapy for citizens with mental illness,
- A place to live and receive treatment for community members with mental illnesses,
- In-home therapy to prevent at-risk youth from being removed from their homes,
- Case management to access housing and other supports to avoid unnecessary admissions to state hospitals,
- Social work assistance to families coming to the probate court seeking treatment for relatives.

Local funds are one of the most important resources to our system of care because they provide flexibility in their use. This flexibility allows our system to fill gaps in funding sometimes left as a result of designated state and federal funding of services. These funds also provide matching funds so that we can draw down federal funds.

Without the support of the City of Vestavia Hills, our system would not be able to provide many of the services so crucial to the mental health needs of our community. For the upcoming fiscal year,

we are asking the City of Vestavia Hills to consider appropriating our agency **\$7,500**. This amount is equal to a \$300 increase in funding for fiscal year 2024.

This agency has a long tradition of serving people with the most serious mental illnesses who have little or no health care funding, and who depend upon us for their mental health care. We serve a high percentage of persons below the poverty level, a high percentage of minorities, and thousands of people who cannot access services any other way. Our system served over 12,000 of these clients last fiscal year.

Enclosed is a brief description of the services provided by JBS. You can see that none of these services are "luxury" items but are services that recipients vitally need to return to and remain as functioning members of our community.

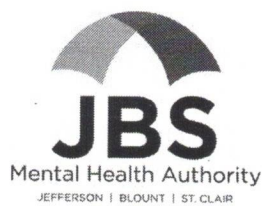
On behalf of the clients we serve, we would like to thank you for your careful consideration of this request and for your past and continued support of our clients and programs.

Sincerely,



James A. Crego
Executive Director

Enc: Description of Programs/Services
History of Clients Served and Funding



940 Montclair Road | Birmingham, AL 35213
205.595.4555 | Fax 205.592.3539 | jbsmentalhealth.com

Description of Programs/Services

1920 Club – Member run drop-in center for individuals in recovery from mental illness. The 1920 Club offers social, recreational, educational and community activities in an effort to reduce personal isolation, offer the experience of community, and the opportunity to gain friends.

Brief Psychiatric Care Clinic – Provides rapid access to outpatient mental health care. Traditionally a 90-day service provider in place until permanent mental health care can be established. Primary referral sources include local inpatient hospital units and emergency departments.

Children's Services – Provides non-traditional, intensive, home-based therapy, outpatient treatment, care coordination, mobile crisis and psychiatric services to children with a serious emotional disturbance and their families.

Craig Crisis Care Center – 24/7/365 temporary care for individuals, 19 or older, who are actively experiencing a mental health or substance use crisis. The center provides short-term, walk-in psychiatric/substance related crisis assessment, evaluation, and brief intervention services.

Deaf Services – We are a leader in expanding the continuum of care for Deaf Individuals with a serious mental illness by establishing the first Deaf Day rehabilitation program, Deaf group home beds, and Deaf MOM apartments, in the state of Alabama.

Jefferson County Probate Court – We employ a team of mental health professionals at the Jefferson County Courthouse. This staff assists individuals, families, local agencies, and mental health professionals navigate the involuntary commitment process.

Outreach Services – Case Management services that assist individuals in accessing resources to maintain living independently in the community. This includes assistance with access to medications, transportation, benefits, community resources, and support in recovery.

Peer Services – A wide range of activities and interaction between individuals with similar experiences of being diagnosed with a serious mental health condition. Peer support offers a level of acceptance, understanding, and validation not found in many other professional relationships.

Board of Directors composed of three appointees each from:
Bessemer | Birmingham | Blount County | Fairfield | Gardendale | Homewood | Hueytown
Jefferson County | Leeds | Mountain Brook | Oneonta | Pell City | St. Clair County | Tarrant | Vestavia Hills



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ProACT Team – An assertive community treatment team providing holistic care for hard to reach individuals diagnosed with a severe and persistent mental illness. The model integrates mental health and substance use treatment, vocational rehabilitation, case management, assistance with daily living skills, and social support within a multidisciplinary team.

Residential Services – JBS offers a variety of residential treatment programs with varying levels of support for adults with a serious mental illness. This continuum of care works primarily with individuals discharged from a local or state hospital, with a goal of preparing the person to live independently.

Western Mental Health Clinic – Provides a wide array of clinical services to children and adults in west Jefferson County. Individuals are given access to therapists, nurses, a nurse practitioner and psychiatrist for mental health treatment. Western also offers a Rehabilitation Day Program for adults designed to optimize illness management and improve mental health functioning.

Board of Directors composed of three appointees each from:
Bessemer | Birmingham | Blount County | Fairfield | Gardendale | Homewood | Hueytown
Jefferson County | Leeds | Mountain Brook | Oneonta | Pell City | St. Clair County | Tarrant | Vestavia Hills

JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY
HISTORY OF CLIENTS SERVED AND FUNDING (LAST 10 YEARS)
CITY OF VESTAVIA HILLS

	VESTAVIA HILLS APPROPRIATION	VESTAVIA HILLS RESIDENTS SERVED
DESIRED FISCAL YEAR 2024 APPROPRIATION	\$ 7,500	
CURRENT YEAR - FISCAL YEAR 2023	7,200	
FISCAL YEAR 2022	7,200	189
FISCAL YEAR 2021	7,200	143
FISCAL YEAR 2020	7,200	67
FISCAL YEAR 2019	7,200	64
FISCAL YEAR 2018	7,200	302
FISCAL YEAR 2017	7,100	371
FISCAL YEAR 2016	7,100	525
FISCAL YEAR 2015	7,100	485
FISCAL YEAR 2014	7,100	628

JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH PROVIDER NETWORK
UNDUPLICATED COUNT OF CLIENTS SERVED
FISCAL YEAR 2022 - CITY OF VESTAVIA HILLS

	<u>VESTAVIA HILLS</u>
UAB MENTAL HEALTH CENTER	13
EASTSIDE MENTAL HEALTH CENTER	0
WESTERN MENTAL HEALTH CENTER	3
JBS MI RESIDENTIAL PROGRAM	19
JBS BRYCE LIAISON	0
JBS URGENT CARE CLINIC	28
JBS FIRST EPISODE PSYCHOSIS	0
JBS MH PROBATE COURT SERVICES	53
JBS MH COMMUNITY OUTREACH SERVICES	16
JBS SUPPORTIVE LIVING	0
JBS HOMELESS SERVICES PROJECT	2
JBS IN-PATIENT HOSPITAL LIAISON	0
JBS OUTPATIENT COMMITMENT TEAM	0
JBS JEFFERSON COUNTY HEALTH DEPARTMENT TEAM	0
JBS JEFFERSON COUNTY COMMUNITY SERVICE OFFICERS	0
JBS CHILDREN'S SERVICES	54
JBS PROACT TEAM	1
JBS DEAF SERVICES	0
1920 CLUB	0
TOTAL CLIENTS SERVED	189



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

July 10, 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, appearing to read "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 Briggs".

Donna Briggs
Fund Administrator

CC: Representative Mike Shaw



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

July 10, 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

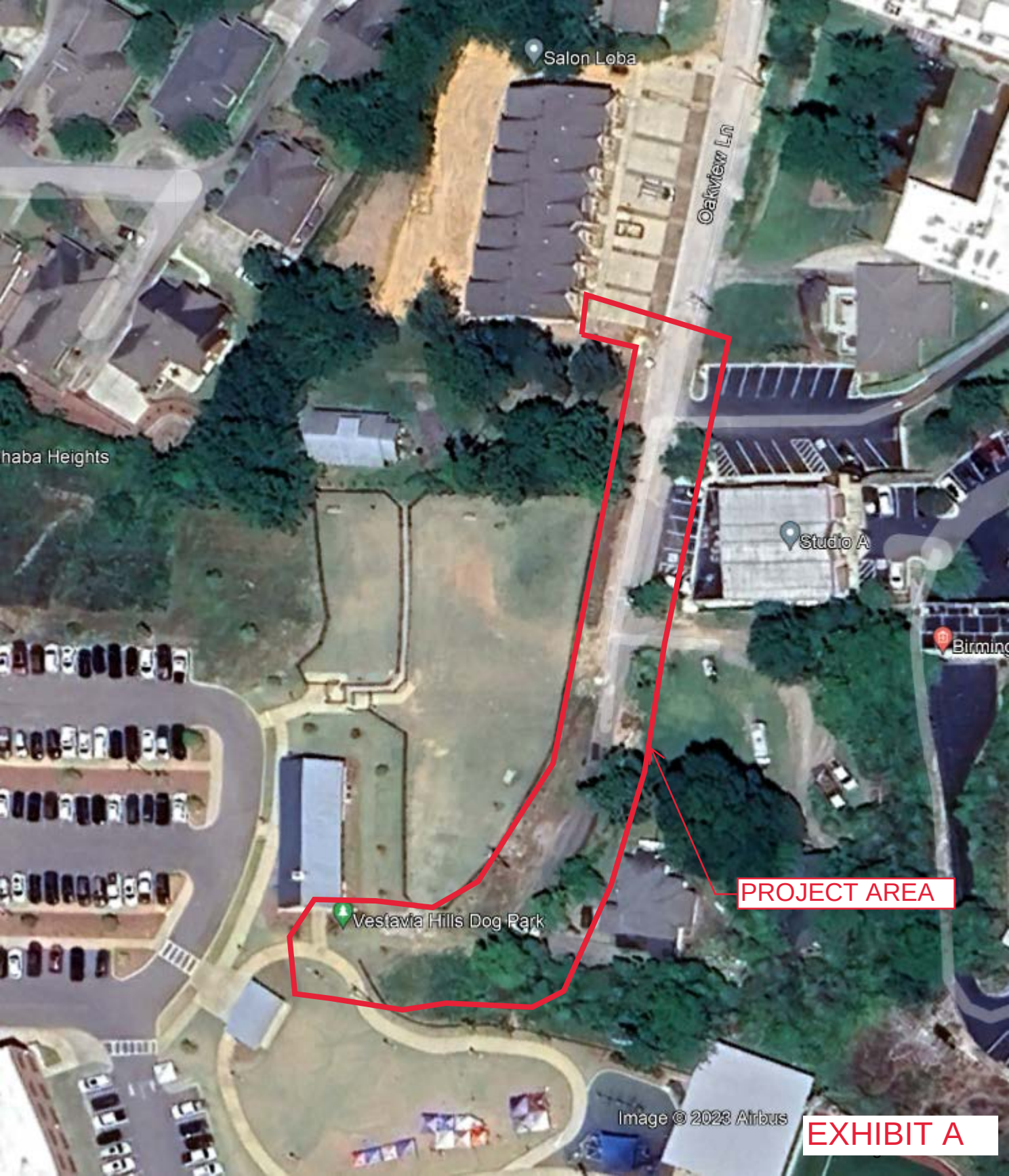
Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- 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**

July 10, 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
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

July 10, 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 10th day of July, 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:

Notary Name (print):

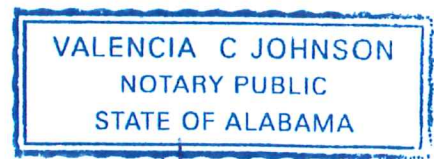
Valencia Johnson

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**

July 10, 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 10th day of July, 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 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: 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

☐ *AN*

☐ *AN*

☐ *AN*

☐ *[Signature]*

☐ *[Signature]*

☐ *[Signature]*

☐ *AN*

☐ *AN*

☐ *AN*

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.

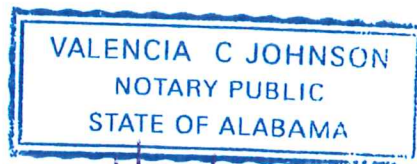
Applicant Name (print):

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
CITY CLERK
INTER-DEPARTMENT MEMO**

July 10, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3183 - Rezoning - 709 Chestnut Street; Lot A, Resurvey of Lots 20 and 21, Block 9, South Bham Heights; Rezone from Vestavia Hills R-2 (medium density residential) to Vestavia Hills O-1 (office park district); Jessica Prier, Owner

Background:

Property is located on Chestnut Street. Many of the residential properties along this street have already rezoned to a commercial zoning. This request is to renovate and retrofit the existing residence into an office for an Interior Design business.

Recommendation:

The Planning and Zoning Commission heard this request at their June regular meeting and voted unanimously to recommend rezoning. *See attached certification*

Fiscal Impact:

na

Attachments:

1. Ordinance 3183

ORDINANCE NUMBER 3183

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

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

709 Chestnut Street
Lot A, Resurvey of Lots 20 & 21, Block 9, South Bham Heights
Jessica Prier, Owner(s)

APPROVED and ADOPTED this the 24th day of July, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

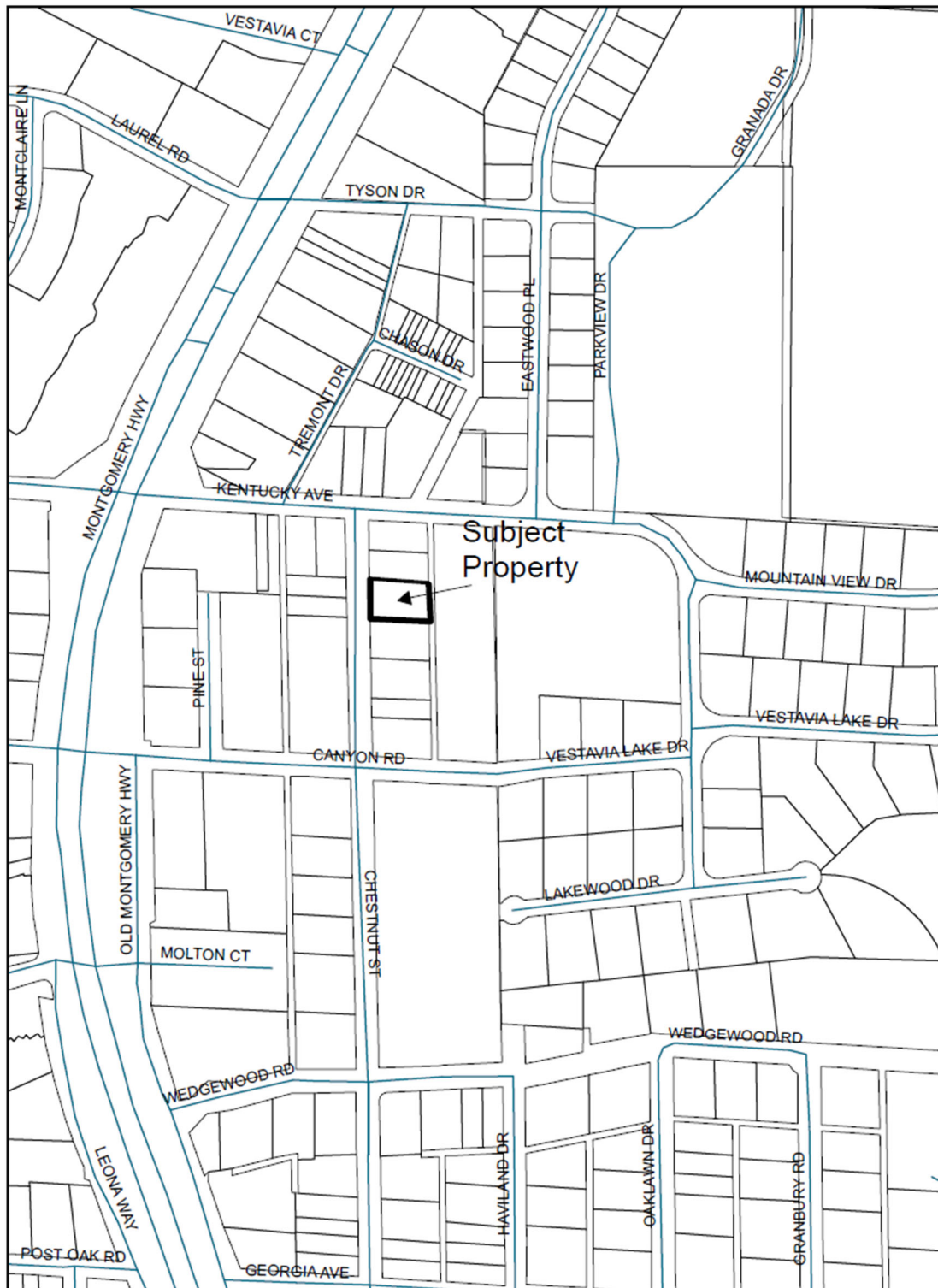
CERTIFICATION:

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 # 3183 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 24th day of July, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

709 Chestnut Street





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-23-7

Owner Name: Jessica and Daniel Prier

Owner Address: 2208 Biltmore Avenue Vestavia AL 35216

Representative:

Rep.

Address:

Project Address: 709 Chestnut Street

Legal Description: Lot A, Resurvey of Lots 20 & 21, Block 9, South Bham Heights

Parcel ID Number: 28 00 30 2 001 003.000

Current Zoning: R-2

Requested Zoning: O-1

Intended Purpose: office

MOTION Mr. Weaver made a motion to recommend Rezoning for 709 Chestnut St. from Vestavia Hills R-2 to Vestavia Hills O-1. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes

Mr. Romeo – yes

P&Z

Mr. Larson – yes

Mr. Weaver – yes

Recommendation:

Mr. Honeycutt – yes

Mr. Maloof – yes

Mr. Vercher – yes

Motion carried.

Date of P&Z Meeting:

June 8, 2023

Authorized by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair

Issued by:

Conrad Garrison, City Planner

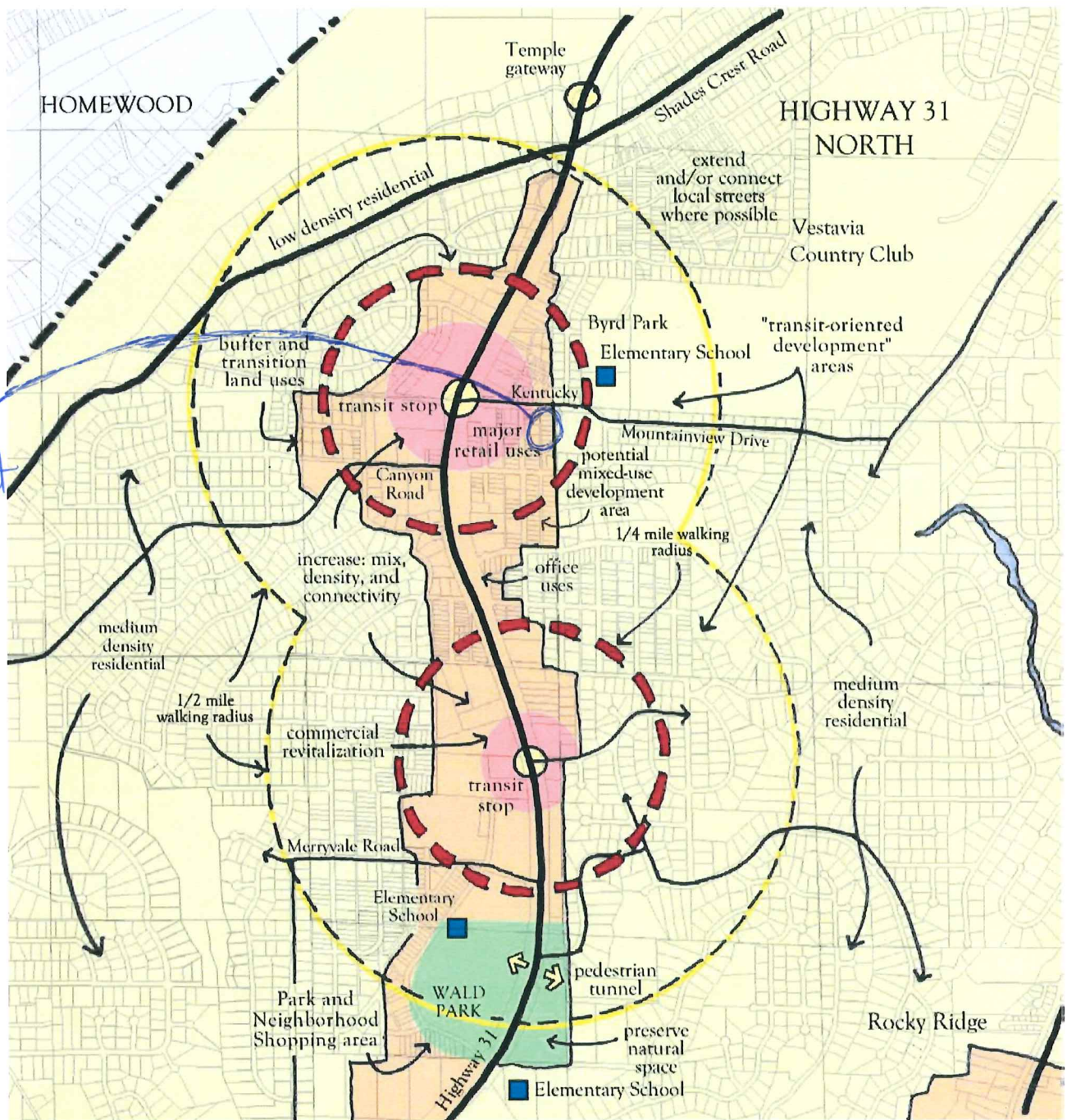


Figure 17: Highway 31 North
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administrated by the Vestavia Hills School System.





(1 of 2)

Zoning1

PARCELID 2800302001003000
DISTRICT 020
ESN_NUM 62
PROPADD 709 CHESTNUT ST
TAX_TOWNSH 28
SECTION 30
QSECTION 2
BLOCK 001
PARCEL 003000
VH_ZONING
ZNG_ORD
ZNG_ORD_DT
ZNG_ORD2

Zoom to



City of Vestavia Hills, AL

06/13/2023

RZ-23-7

Rezoning Application

Status: Active

Date Created: Apr 21, 2023

Applicant

Jessica Prier
jessica@birminghamdesignhouse.com
709 Chestnut Street
Vestavia, AL 35126
2059606101

Primary Location

709 CHESTNUT ST
VESTAVIA HILLS, AL 35216

Owner:

Alassippi Land, LLC
2208 Biltmore Avenue Vestavia, AL 35216

Agenda Scheduling Information

Property Information

Subject Property Address

709 Chestnut Street

Tax Parcel ID Number

28 00 30 2 001 003.000

Legal Description

SUB DIVISON1: SOUTH BHAM HTS RE 28-30-2
SUB DIVISON2:

MAP BOOK: 50 PAGE: 19
MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: 9
PRIMARY LOT: A

SECONDARY BLOCK: 0
SECONDARY LOT: 0

METES AND BOUNDS: LOT A SOUTH BHAM HTS RESUR OF LOTS 20 & 21 BLK 9

Existing Parking Spaces

--

Proposed Parking Spaces

5

Submission Date

04/12/2023

Type of Project

New Non-Residential Development/use

Action Requested:

From Existing Zoning Classification

R-2

To Requested Zoning Classification

O-1

For the Intended Purpose of:

office

Acreage of Subject Property

.34

Acreage of Property to be Disturbed

.05

Setbacks**Front**

--

Back

--

Side

--

Open Space

--

Lot Coverage Percentage

--

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).



Owner Information

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

Property Owner Name

Jessica and Daniel Prier

Company Name

Alassippi Land LLC

Owner Address City State Zip

2208 Biltmore Avenue Vestavia AL 35216

Owner's Phone Number

2059606101

Email Address of Owner

jessica@birminghamdesignhouse.com

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.

**Owner Representative/Responsible Party**

--

Company Name

--

Contact Email of Responsible Party

--

Mailing Address of Responsible Party

--

Phone No. of Responsible Party

--

Email Address of Responsible Party

--

Project Engineer Information (if applicable)

Name	Company
--	--
Mailing Address	
--	
Phone Number	Email
--	--

Internal Reviews

City Council Decision, Conditions, Reason for Denial

--

Attachments

- pdf

Rezoning Affidavit.pdf

Uploaded by Jessica Prier on Apr 18, 2023 at 11:14 am
- pdf

ID100-24x36.pdf

Uploaded by Jessica Prier on Apr 27, 2023 at 4:32 pm

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, which appears 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

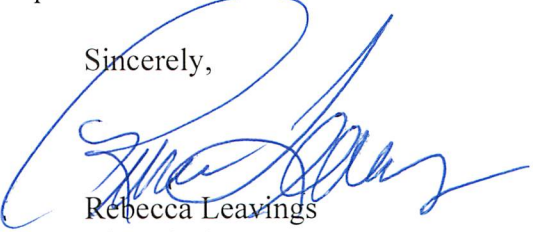
ACTION REQUESTED: Consideration of Installation of 35' Black Metal
Utility Pole with 5'6" embedment to be placed
within the public right-of-way for Node Placement,
Small Cell Wireless Facility

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.

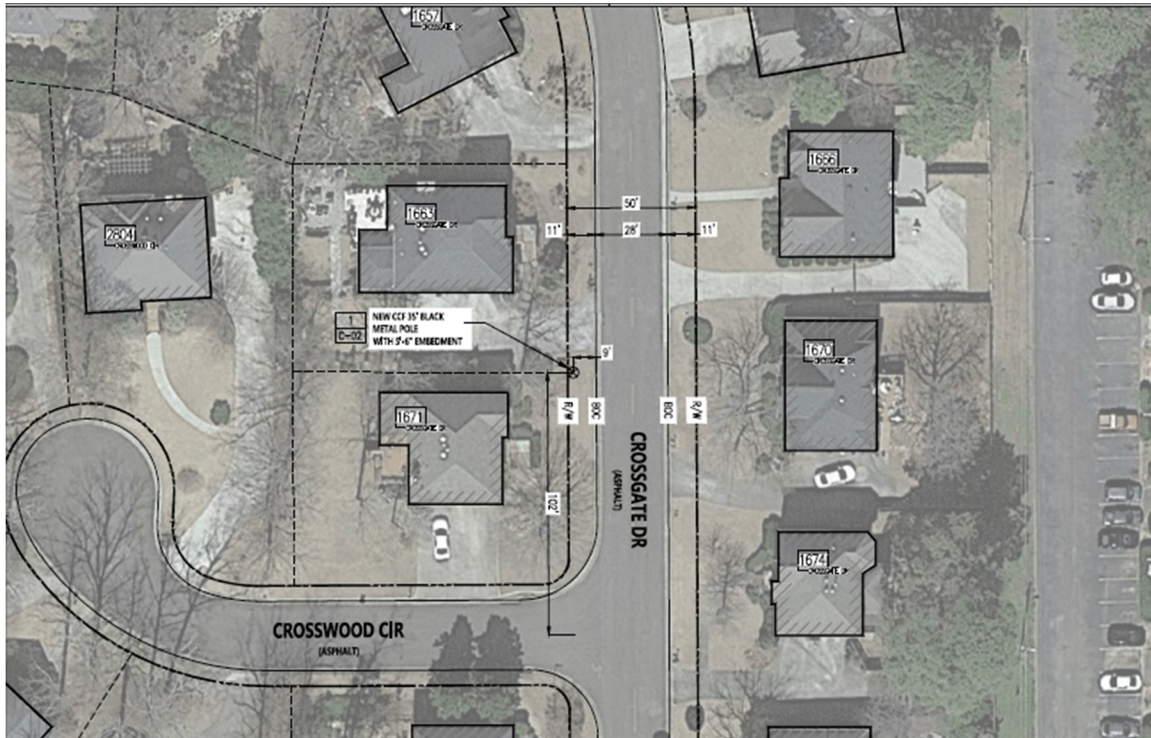
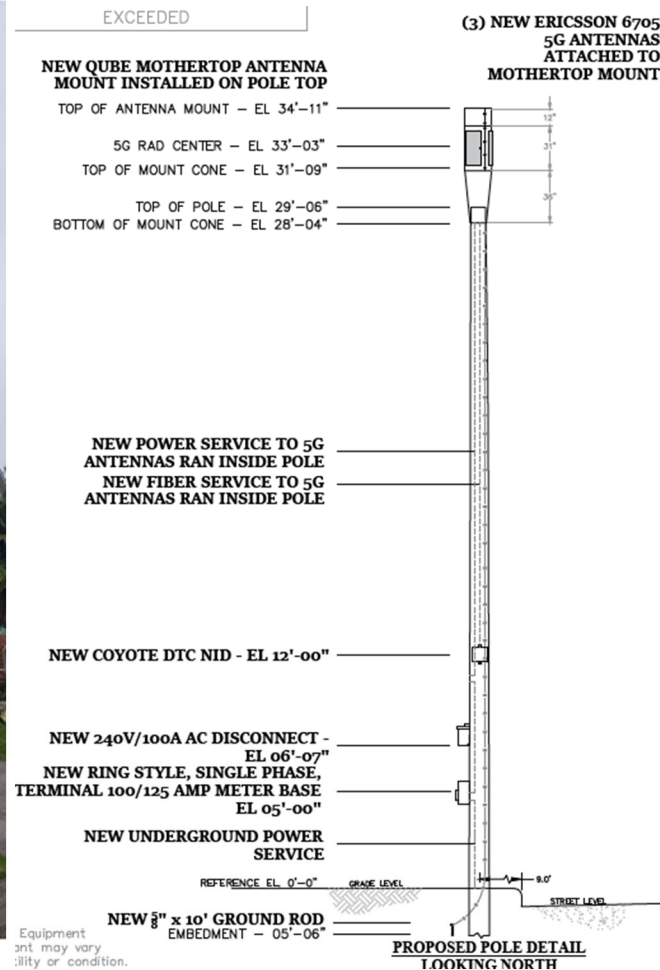


PHOTO SIMULATION





VESTAVIA HILLS
A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

April 21, 2023

RE: Small Cell/Fiber Deployment

Dear Property Owner:

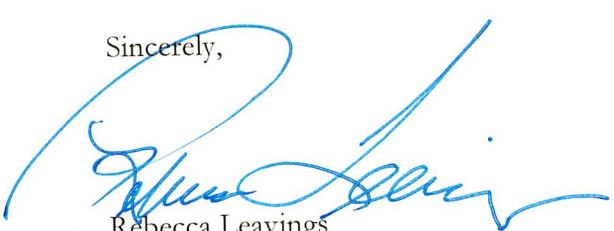
A new technology for cellular phone data and fiber internet is currently being deployed across the USA. Crown Castle, one of the companies deploying this technology, has indicated a need to locate a small micro-site cellular pole in the City of Vestavia Hills right-of-way adjacent/near your property 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:

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

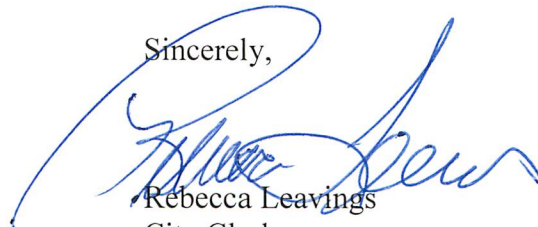
ACTION REQUESTED: Consideration of Installation of 35' Black Metal Utility Pole with 5'6" embedment to be placed within the public right-of-way for Node Placement, Small Cell Wireless Facility

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

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,

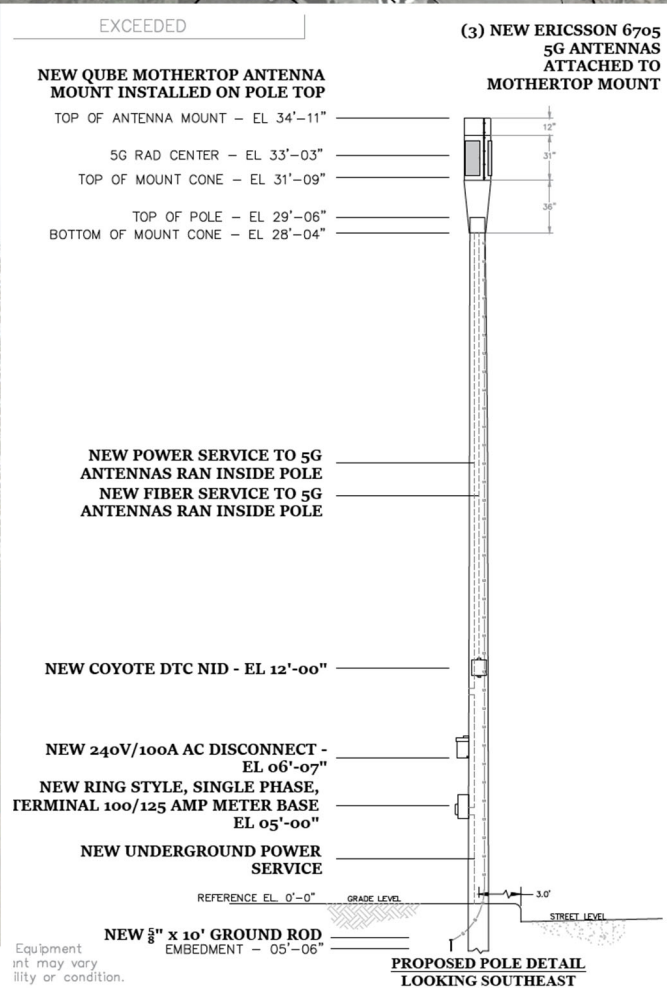


Rebecca Leavings
City Clerk

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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:

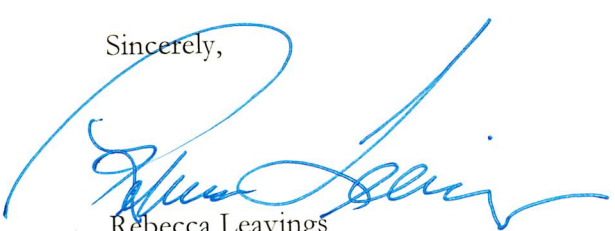
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Small micro-site cellular poles are located in strategic areas which help to offload the larger macro cell towers as the need for cellular data increases in urban areas. Additional information concerning this technology is available on the City of 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 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
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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

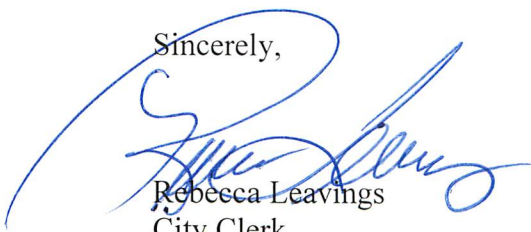
ACTION REQUESTED: Consideration of Installation of 35' Black Metal
Utility Pole with 5'6" embedment to be placed
within the public right-of-way for Node Placement,
Small Cell Wireless Facility

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

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,

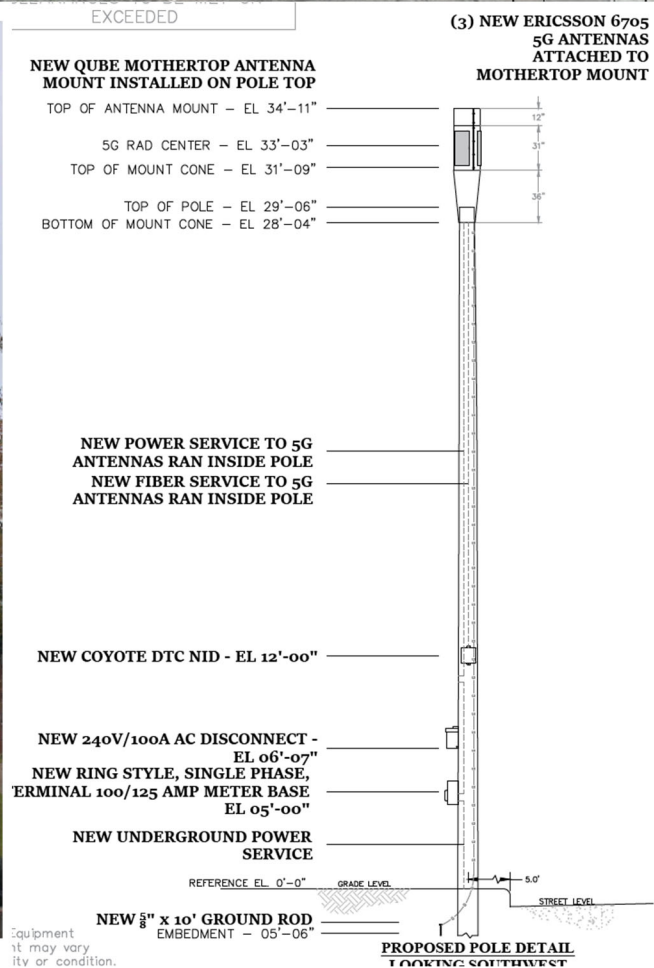


Rebecca Leavings
City Clerk

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:

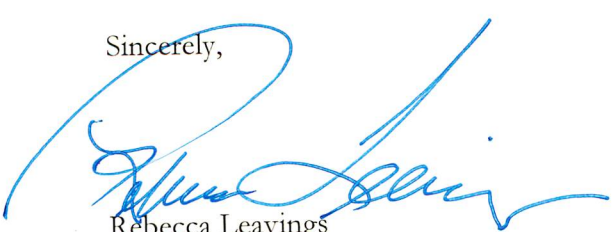
A new technology for cellular phone data and fiber internet is currently being deployed across the USA. Crown Castle, one of the companies deploying this technology, has indicated a need to locate a small micro-site cellular pole in the City of Vestavia Hills right-of-way adjacent/near your property 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 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

INTER-DEPARTMENT MEMO

July 10, 2023

To: Jeff Downes, City Manager

Cc:

From:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None