



**Vestavia Hills
City Council Agenda
February 10, 2025
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - David Phillips, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation for Arbor Week February 16-22, 2025
8. City Manager's Report
9. Councilors' Reports
10. Financial Reports - Zachary Clifton, Deputy Finance Director
11. Approval Of Minutes - January 10, 2025 regular meeting minutes and January 27, 2025 regular meeting minutes

Old Business (Public Hearing)

12. Public Hearing - Resolution Number 5541 - A Resolution accepting 2024 Sidewalk Masterplan for the City of Vestavia Hills
13. Public Hearing - Ordinance Number 3099-A - An Ordinance to amend Ordinance 3099 to add a sidewalk policy for the City of Vestavia Hills 2024 Sidewalk Masterplan

New Business

14. Public Hearing - Resolution Number 5544 - A Resolution for an alcohol license for Iron City Spirits d/b/a Iron City Package Store; for 011 - Lounge Retail Liquor - Class II (Package) off-premise; Parvez Pyarali Mulji, executive
15. Public Hearing - Resolution Number 5545 - A Resolution approving an alcohol license for Miss Astrids LLC d/b/a Miss Astrids for an 020 - Restaurant Retail Liquor License at 3160 Pipeline Road; Richard Graham Edge, executive
16. Public Hearing - Resolution Number 5546 - A Resolution approving an alcohol license for Marks Mark Vestavia LLC d/b/a Marks Mart Vestavia; for the sales of 040 - Retail

- Beer (on or off premises) and 060 - Retail Table Wine (on or off premises); Brian Mark King, executive
17. Resolution Number 5547 - A Resolution authorizing the City Manager to execute and deliver an Intergovernmental Agreement with Jefferson County, Alabama to share in costs to pave Alta Glen Drive and Caldwell Mill Road
 18. Resolution Number 5548 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property

New Business Requesting Unanimous Consent (Public Hearing)

19. Public Hearing - Resolution Number 5543 - A Resolution authorizing the City Manager to execute and deliver an agreement with Sain Associates to provide civil construction documents for turn lane improvements on Rocky Ridge Road at the intersection of Rocky Ridge Road and Dolly Ridge Road in Vestavia Hills.

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

20. Public Hearing - Ordinance Number 3263 - Rezoning - 4564 Pine Tree Circle; Lot 32, Topfield Subdivision; Rezone from Vestavia Hills R-1 to Vestavia Hills O-1 for construction of an office building; Andrew Noto, owner
21. Public Hearing - Ordinance Number 3264 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Rivertree Systems, Inc. For Auditing Services For The City Of Vestavia Hills
22. Citizens Comments
23. Executive Session
24. 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.

WHEREAS, the economic and aesthetic welfare of the people of Alabama is largely dependent on the trees and forests of the State; and

WHEREAS, everyone in the City of Vestavia Hills benefits either directly or indirectly from trees and forests; and

WHEREAS, trees provide jobs, products, habitat for wildlife, and recreational opportunities; and

WHEREAS, trees are an invaluable physical and psychological addition to the city, as they provide shade, cool the air, reduce noise levels and glare; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community; and improve personal health and well-being; and

WHEREAS, the management of trees through planning, planting, maintenance, timely removal and replacement increases their benefit to our city for both present and future generations; and

WHEREAS, the City of Vestavia Hills has been recognized by the Arbor Day Foundation as a member of the Tree City USA community for 31 years; and

WHEREAS, the Keep Vestavia Hills Beautiful organization, an affiliate of Keep America Beautiful, has committed to integrate into its purpose promoting, planting and caring for community trees as well as engaging in other activities which ensure that trees are considered in community aesthetics.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim the week of February 16 - 22, 2025 as

ARBOR WEEK

and encourage all residents to participate in tree planting activities during this week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of February 2025.

Ashley C. Curry
Mayor

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of November was \$46,097,695 which is comprised of the following funds:

General Funds	\$35,901,191
Restricted Funds	\$10,193,424
Petty Cash	<u>\$3,080</u>
Total	<u>\$46,097,695</u>

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

Monthly Revenues	\$5,939,788	YTD Revenues	\$10,424,054
Monthly Expenses	<u>\$5,297,711</u>	YTD Expenses	<u>\$11,177,677</u>
Monthly Fund Balance	<u>\$642,078</u>	YTD Fund Balance	<u>(\$753,623)</u>

3.) Comparative Fund Balances:

	<u>YTD</u>	<u>Variance</u>
Actual - 2024-2025	(\$753,623)	
Budget - 2024-2025	(\$1,687,958)	\$934,335
Last Year - 2023-2024	(\$206,603)	(\$547,020)

Note:

The "Actual Fund Balance" is \$934,335 greater than the "Budgeted Fund Balance" and \$547,020 less than "Last Year Fund Balance" .

Summary
Financial Report
November 2024-2025

MTD						YTD			Variance	
		Actual	Budget	Last Year		Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES		5,939,788	5,316,640	5,723,622		10,424,054	9,327,633	10,705,810	1,096,421	(281,756)
EXPENSES		5,297,711	5,324,304	4,931,739		11,177,677	11,015,591	10,912,413	(162,086)	(265,263)
FUND BALANCE		642,078	(7,664)	791,883		(753,623)	(1,687,958)	(206,603)	934,335	(547,020)
Advalorem - Real		1,986,486	2,143,711	1,606,885		3,545,239	3,035,683	3,088,844	509,556	456,395
Sales Tax		2,929,394	2,265,355	2,273,180		4,936,207	4,485,806	4,540,602	450,401	395,605
Utility Franchise Fees		0	0	0		103	117	69	(14)	34
Business License		18,991	34,777	38,882		66,075	86,863	89,937	(20,788)	(23,862)
Advalorem - Personal		306,307	271,080	295,571		584,186	523,758	580,735	60,428	3,452
October thru November 2024 (2 months)						2024-2025				
		Actual	Budget Total	Outstanding Bal		% Received	% Outstanding	Verification		
Advalorem - Real		3,545,239	21,245,666	(17,700,427)		16.69%	83.31%	100.00%		
Sales Taxes		4,936,207	28,094,201	(23,157,994)		17.57%	82.43%	100.00%		
Utility Franchise Fees		103	2,613,571	(2,613,468)		0.00%	100.00%	100.00%		
Business License		66,075	4,374,434	(4,308,359)		1.51%	98.49%	100.00%		
Advalorem - Personal		584,186	2,319,009	(1,734,823)		25.19%	74.81%	100.00%		
NOVEMBER						MTD				
				Variance		Last Year	Act vs LY			
Advalorem - Real		1,986,486	2,143,711	(157,225)		1,606,885	379,601			
Sales Taxes		2,929,394	2,265,355	664,039		2,273,180	656,213			
Utility Franchise Fees		0	0	0		0	0			
Business License		18,991	34,777	(15,786)		38,882	(19,891)			
Advalorem - Personal		306,307	271,080	35,227		295,571	10,736			

**CITY OF VESTAVIA HILLS
MONTHLY CASH REPORT
"RECONCILED BALANCES"**

		Bank														
General Funds	Banking Institutions	Account No.	APR	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024
General / Operational Funds	Region Bank	0000033227	5.04%	8,408,494.76	8,678,758.65	11,671,643.22	20,516,193.77	18,608,623.16	15,387,719.81	14,436,292.53	12,801,155.18	9,516,369.01	4,077,735.30	2,844,714.72	1,979,485.71	4,380,644.42
Enhanced Cash Strategy	Region Bank	1001028267	5.11%	10,004,361.97	10,076,629.06	10,119,135.13	10,121,913.63	10,160,280.52	10,166,247.60	10,223,363.54	10,270,541.52	10,351,509.61	10,418,980.96	10,489,627.78	8,367,221.84	8,499,882.97
Payroll Fund	Region Bank	0051850346	0.25%	0.00	0.00	0.00	0.00	308.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,133.01
Emergency Reserve Fund	PNC Bank	1001028907	5.37%	18,040,220.13	18,136,383.13	18,214,276.83	18,278,166.12	18,358,801.14	20,590,395.90	20,551,408.03	20,661,720.70	20,855,623.62	20,947,224.55	21,071,036.31	21,070,949.87	21,107,572.98
Court & Corrections Fund	Region Bank	0300540064	0.25%	74,624.60	73,402.60	97,819.67	117,012.38	281,008.88	140,557.86	89,815.80	113,043.20	132,868.20	114,716.50	112,200.50	137,869.94	98,792.61
American Rescue Plan (COVID-19)	SouthPoint	30041834	4.40%	2,742,762.58	2,753,063.24	2,763,369.93	2,773,046.62	2,783,428.13	2,793,511.80	2,803,969.87	2,814,127.93	2,824,663.25	1,773,884.08	1,779,878.81	1,785,177.23	1,790,165.28
Total - Balance				\$39,270,464.04	\$39,718,236.68	\$42,866,244.78	\$51,806,332.52	\$50,192,450.74	\$49,078,432.97	\$48,104,849.77	\$46,660,588.53	\$43,681,033.69	\$37,332,541.39	\$36,297,458.12	\$33,340,704.59	\$35,901,191.27
Restricted Funds																
Court Cash Bonds	Regions Bank	0300910643	0.25%	147,320.20	145,886.00	144,166.00	138,606.00	133,766.00	129,371.00	119,416.00	113,621.00	111,646.00	104,646.00	101,421.00	99,551.00	94,182.00
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	n/a	4,474,038.42	4,474,038.42	4,474,038.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42
Contractors' Cash Bonds	SouthPoint	30001432	0.25%	687,946.13	686,595.00	673,211.91	675,347.73	647,538.10	659,736.91	630,929.54	601,364.94	609,197.10	585,375.54	594,199.62	593,428.25	573,252.03
Confiscated Funds	SouthPoint	30017735	1.25%	290,074.85	290,382.81	290,690.25	58,999.32	59,061.79	59,122.30	59,184.90	59,245.54	59,308.27	59,371.06	59,431.89	59,494.81	59,555.77
Community Spaces	SouthPoint	30009856	1.65%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 GOW - QEBC Sinking Fund	Bank of New York	25456731	2.35%	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	2,127,191.68	2,127,191.68	2,127,191.68
Library Campaign Fund/Donations	Pinnacle	1560062488	earnings offset fees	458,022.23	461,230.31	464,421.95	0.00	309.20	303.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lease Escrow Funds	Truist & Robertson			704,554.69	705,645.36	706,734.88	707,755.76	708,848.82	709,908.37	654,497.10	655,560.15	656,660.45	657,763.60	3,967,756.36	3,968,666.45	3,151,303.96
Total Balance				\$8,673,921.41	\$8,675,742.79	\$8,665,228.30	\$7,680,612.12	\$7,649,427.22	\$7,658,345.09	\$7,563,930.85	\$7,529,694.94	\$7,536,715.13	\$7,507,059.51	\$11,037,938.97	\$11,036,270.61	\$10,193,423.86
Cash on Hand																
Petty Cash - City Depts.				880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail				500.00	500.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Library				600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags				1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash				\$2,980.00	\$2,980.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00
Grand Total - All Funds				\$47,947,365.45	\$48,396,959.47	\$51,534,553.08	\$59,490,024.64	\$57,844,957.96	\$56,739,858.06	\$55,671,860.62	\$54,193,363.47	\$51,220,828.82	\$44,842,680.90	\$47,338,477.09	\$44,380,055.20	\$46,097,695.13
Petty Cash Itemization																
City Clerk Dept.	none															
Court Dept.	\$600.00															
Finance Dept. & Vehicle Tags	\$1,050.00		Tags & City Depts													
Fire Dept.	\$100.00		City Depts													
Inspection Dept.	\$30.00		City Depts													
Library	\$600.00															
Mayor's Office	\$200.00		City Depts													
Parks & Leisure Services	\$300.00		City Depts													
Police Dept.	\$200.00		City Depts													
Public Services	none															
Total	\$3,080.00															

FINANCIAL SUMMARY REPORT
"NOVEMBER 2024-2025"

	MONTH OF NOVEMBER 2024							YEAR-TO- DATE THROUGH NOVEMBER 2024						
1	2	3	4	5	6	7	8		10	11	12	13	14	15
REVENUE SUMMARY	2024-2025	2024-2025	2023-2024	Actual to	Budget	Actual to	Last Year	2024-2025	2024-2025	2023-2024	Actual to	Budget	Actual to	Last Year
	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	35,199	13,706	13,447	21,493	156.81%	21,752	161.76%	27,444	27,273	27,426	\$171	0.63%	17	0.06%
COUNTY REVENUE	2,314,257	2,437,410	1,925,103	(123,153)	-5.05%	389,154	20.21%	4,178,310	3,611,170	3,720,000	\$567,140	15.71%	458,310	12.32%
CITY REVENUE	3,565,190	2,828,254	3,746,729	736,936	26.06%	(181,539)	-4.85%	5,953,617	5,512,884	6,716,703	\$440,733	7.99%	(763,087)	-11.36%
PARK & RECREATION	25,143	37,270	38,343	(12,127)	-32.54%	(13,200)	-34.43%	264,683	176,306	241,680	\$88,377	50.13%	23,003	9.52%
TOTAL REVENUE	5,939,788	5,316,640	5,723,622	623,148		216,166		10,424,054	9,327,633	10,705,810	1,096,421		(281,756)	
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	1,369,201	1,229,202	1,057,143	(139,999)	-11.39%	(312,058)	-29.52%	3,087,277	2,924,462	3,344,704	(162,816)	-5.57%	257,426	7.70%
CITY COUNCIL	5,631	6,992	5,436	1,361	19.46%	(195)	-3.59%	22,139	22,974	20,826	835	3.63%	(1,313)	-6.31%
ADMINISTRATION & FINANCE	200,355	278,324	232,725	77,969	28.01%	32,370	13.91%	421,736	557,116	451,550	135,380	24.30%	29,814	6.60%
CITY CLERK	46,679	51,051	46,490	4,372	8.56%	(188)	-0.40%	114,121	107,366	105,640	(6,755)	-6.29%	(8,481)	-8.03%
MUNICIPAL COMPLEX	28,990	60,681	36,200	31,691	52.23%	7,210	19.92%	59,880	88,208	63,194	28,328	32.11%	3,314	5.24%
INFORMATION SERVICES	65,546	69,817	84,173	4,271	6.12%	18,626	22.13%	121,199	129,828	136,971	8,629	6.65%	15,772	11.51%
POLICE	1,255,800	1,256,050	1,132,027	250	0.02%	(123,772)	-10.93%	2,496,348	2,515,025	2,266,064	18,677	0.74%	(230,285)	-10.16%
FIRE	1,148,494	1,131,730	1,062,787	(16,764)	-1.48%	(85,707)	-8.06%	2,344,909	2,293,255	2,151,593	(51,654)	-2.25%	(193,317)	-8.98%
INSPECTION	77,198	71,991	75,474	(5,207)	-7.23%	(1,723)	-2.28%	154,825	145,587	144,490	(9,238)	-6.35%	(10,335)	-7.15%
PUBLIC SERVICES	465,127	471,928	466,667	6,801	1.44%	1,541	0.33%	953,015	958,943	919,780	5,928	0.62%	(33,235)	-3.61%
PUBLIC LIBRARY	222,651	287,926	264,862	65,275	22.67%	42,210	15.94%	530,168	553,595	493,875	23,427	4.23%	(36,293)	-7.35%
PARKS & LEISURE SERVICES	412,040	408,612	467,754	(3,428)	-0.84%	55,714	11.91%	872,058	719,232	813,728	(152,826)	-21.25%	(58,329)	-7.17%
TOTAL EXPENDITURES	5,297,711	5,324,304	4,931,739	26,594		(365,972)		11,177,677	11,015,591	10,912,413	(162,086)		(265,263)	
SURPLUS / (DEFICIT)	642,078	(7,664)	791,883	649,742		(149,805)		(753,623)	(1,687,958)	(206,603)	934,335		(547,020)	



**Vestavia Hills
City Council Minutes
January 13, 2025
6:00 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilor Kimberly Cook, City Councilor Paul Head, City Councilor George Pierce

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Lori Beth Kearley, Public Works Director; Marvin Green, Fire Chief; Ryan Farrell, Asst. Fire Chief; Umang Patel, Court Director*; Keith Blanton, Building Safety Director*; Jamie Lee, Parks and Leisure Services Director*

*participated via Zoom

3. Invocation - Jim Cartledge, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

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

MOTION: Approve the agenda as presented. Motion By: Rusty Weaver. Seconded By: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul

Head, George Pierce.

No: None. Abstain: None. Motion passed.

6. Proclamation - January 2025 as Human Trafficking Awareness and Prevention Month

The Mayor presented a Proclamation designating January 2025 as "Human Trafficking Awareness and Prevention Month." Mr. Downes read the Proclamation aloud and the Mayor presented it to the following individuals:

Jan Bell, Director, Child Trafficking Solutions Project; Crystal Gregory, Homeland Security Investigations; Pam Rasberry, Trafficking Hope; Arema Granger and John Douglass, Children's Aid Society and Child Trafficking Solutions Project; and Dr. Torii Ramsey, Junior League of Birmingham, Anti-Human Trafficking Committee.

Ms. Gregory explained the reason for their visit tonight along with many other agencies throughout the state, she thanked the Mayor and Council for helping to make a difference in this important issue.

The Mayor stated that the City has participated in this for years and that this issue crosses into all aspects of society including first responders. He thanked them for their services.

7. Certificate of Recognition - Chaplain Emeritus James Lister Cartledge

Butch Williams stated that the concept of a Chaplain's program was begun about 10 years ago and was instituted 8 years ago. He explained that Jim Cartledge was at the front end of the effort. He stated that they all aspire to be like Chaplain Cartledge. The Chaplain Emeritus program allows chaplains to remain a part of the family even as they step away from participating as an active chaplain. He stated that the chaplains and many of the Vestavia Hills Police Officers are here tonight to share this honor with him.

Chief Marvin Green and Chief Shane Ware joined the Mayor in making the presentation along with the Council, other chaplains and Mrs. Cartledge. The Mayor presented a Certificate of Recognition naming Chaplain James Lister Cartledge as Chaplain Emeritus for his services and leadership as a Vestavia Hills Chaplain. He read it aloud and thanked him for his services and leadership in beginning this wonderful program.

Chaplain Emeritus Cartledge stated it has been his privilege and honor to help those who serve the City and he thanked the Mayor for allowing it to happen.

8. Announcements, Candidates and Guest Recognition

- Mr. Pierce formally announced that he will run for re-election to the Vestavia Hills City Council in the upcoming municipal election to be held in August.
- Mr. Weaver stated that the Baseball Lead-Off dinner and Sports Hall of Fame reunion will be held this Thursday. Special honoree is State Senator Jabo Waggoner. He invited everyone to attend. More information can be obtained by contacting Councilor Weaver.
- Mr. Head announced that the Parks and Recreation meeting will be held on Tuesday, January 21, 2025, beginning at 7:30 AM in the Civic Center. He stated that the board will recognize Danny Marshall for his service.

9. City Manager's Report

- Mr. Downes stated that the dates have been set for Strategic planning on Monday and Tuesday, February 24 and 25, 2025, here in the Council Chamber of City Hall. A draft agenda will be sent soon.
- Every two years the City does a citizens' survey. Mr. Downes stated that the survey was sent out recently and the City has received almost 400 responses; so there is already a statistically significant sample. He stated that will be forthcoming over the next two weeks.
- Mr. Downes that the Government Finance Association has honored the City with the distinguished budget presentation award. This is the second year in a row the City has received this award after they studied the City's budget presentation.
- The Fire Department has received Engine 3 and has been put into service. He stated that two other units are on order and are being constructed.
- Mr. Downes stated that the snow event arrived at the end of last year. Many residents take these events for granted, especially the work that goes on in the City during these events. He thanked the many employees and departments who kept the city running, maintained the roadways, etc., during this weather event. The Mayor stated that the updates on the website helped.
- Mr. Pierce asked about the update on the round-a-bout. Mr. Downes stated they are on schedule and Jefferson County is heading that project. They anticipate a spring completion date. Massey Road is seeing some clearing of trees to allow the needed walls and backfill to fix that road. No major hurdles yet.

10. Councilors' Reports

- Mrs. Cook reiterated she had previously announced that she will run for re-election for City Council.
- Mr. Weaver echoed that he has announced that he will also seek re-election.
- Mr. Pierce stated he will attend the luncheon of the Chamber of Commerce tomorrow. He stated this meeting will be to wrap up the last year and to swear in new officers.
- Mr. Pierce announced that he will be attending the Chamber of Commerce Strategic Session to be held this Thursday at the Library in the Forest.
- Mr. Weaver stated that the Planning and Zoning Commission had its regular meeting last Thursday with one rezoning request. He stated that request was recommended for approval and should be presented to City Council soon.

11. Financial Reports - Zachary Clifton, Deputy Finance Director

Zachary Clifton, Assistant Finance Director, presented the financial reports for month ending December 2024. He read and explained the balances.

Mrs. Cook asked for clarification on the difference of revenues from last year to this year. Mr. Clifton explained that this is a cash flow difference from one year to the next and there are not anticipated concerns.

Mr. Pierce stated that the vehicles in the City's fleet were well-equipped for the recent snow event.

12. Approval Of Minutes - December 16, 2024

The Mayor announced that the minutes of the December 16, 2024, meeting are being presented for approval. He opened the floor for a motion.

MOTION: Approve the minutes as presented. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

Old Business (Public Hearing)

13. Public Hearing - Ordinance Number 3254 - Annexation – 90 day final - 2686 Altadena Road; Lot 4, Altadena Park; Estate of Mary N. Russell, owner

MOTION: Approve Ordinance Number 3254 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mr. Pierce delivered the report of the Annexation Committee which was presented when the properties on tonight's agenda were annexed by the overnight method. The one issue then was a driveway issue on one property which has, since, been cleared by the Fire Department. There are no remaining issues with any of these properties.

Mr. Weaver stated all re-zonings on tonight's agenda are compatible and recommended for rezoning by the Planning and Zoning Commission.

The Mayor opened the floor for a public hearing and indicated that there will be one public hearing for each annexation/rezoning pair. He opened the floor for a public hearing on Ordinance Numbers 3254 and 3255. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

14. Public Hearing - Ordinance Number 3255 - Rezoning - 2686 Altadena Road; Lot 4, Altadena Park; Rezone from Jefferson County E-1 to Vestavia Hills E-2; Estate of Mary N. Russell, owner

MOTION: Approve Ordinance 3255 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

The Mayor explained that this is the compatible zoning of this property from the Jefferson County zoning and that the public hearing was previously held. He called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

15. Public Hearing - Ordinance Number 3256 - Annexation – 90 day final - 2701 Alta View Drive; Lot 5, Altadena Estates; H. Stephen and Joanne Williamson, owners

MOTION: Approve Ordinance Number 3256 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

The reports from the Annexation Committee and the Planning and Zoning Commission were previously reported.

The Mayor opened the floor for a public hearing on Ordinance Numbers 3256 and 3257. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

16. Public Hearing - Ordinance Number 3257 - Rezoning - 2701 Alta View Drive; Lot 5, Altadena Estates; Rezone from Jefferson County E-1 to Vestavia Hills E-2; H. Stephen and Joanne Williamson, owners

MOTION: Approve Ordinance Number 3257 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

The Mayor explained that this is the compatible rezoning of this property from the Jefferson County zoning and that the public hearing was previously held. He called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

17. Public Hearing - Ordinance Number 3258 - Annexation - 90 day final - 2612 Altadena Road; Lot 2, J.P. Westbrook Estates; Beth and Kreg Montgomery, owners

MOTION: Approve Ordinance Number 3258 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

The reports from the Annexation Committee and Planning and Zoning Commission were previously reported.

The Mayor opened the floor for a public hearing on Ordinance Numbers 3258 and 3259. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

18. Public Hearing - Ordinance Number 3259 - Rezoning - 2612 Altadena Road; Lot 2, J.P. Westbrook Estates; Rezone from Jefferson County E-1 to Vestavia Hills E-2; Beth and Kreg Montgomery, owners

MOTION: Approve Ordinance Number 3259 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

The Mayor explained that this is the compatible zoning of this property from the Jefferson County zoning and that the public hearing was previously held. He called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

19. Public Hearing - Ordinance Number 3262 - An Ordinance amending Ordinance 2746 and Article III; Section 6-41, Vestavia Hills Code of Ordinances; Entitled "Fire Districts Established; Boundaries"

MOTION: Approve Ordinance Number 3262 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

Ryan Farrell, Asst. Fire Chief, explained that the original Ordinance predates him by a number of years. He stated that the City uses zoning to determine construction requirements, including those to ensure fire safety. The current zoning requires fire sprinklers for certain wood framed commercial buildings, regardless of the size of the structure. In some small single-story buildings, this requirement just did not make sense, so the staff determined it is an unnecessary expense for certain commercial properties with low square footage. After discussion among Fire and Building Safety staff, they recommend removing the sprinkler requirement for smaller commercial structures.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

New Business

20. Resolution Number 5540 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property

MOTION: Approve Resolution Number 5540. Motion by: Rusty Weaver. Seconded by: George Pierce.

Mr. Downes stated that this is surplus fire department equipment and vehicles including the fire engine that was just replaced. The proceeds from the sale of these were placed into the budget to offset the cost of the new apparatus and equipment.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

21. Resolution Number 5542 - A Resolution to appoint/re-appoint members to the Board of Zoning Adjustment

The Mayor passed the gavel to Mayor Pro-Tem Weaver.

MOTION: Approve Resolution Number 5542 as presented. Motion by: Ashley Curry. Seconded by: Kimberly Cook.

Mayor Curry indicated that there are two BZA appointments that need to be confirmed. He explained his recommendations for BZA appointments and reappointments.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.

No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

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

22. Public Hearing - Resolution Number 5541 - A Resolution accepting 2024 Sidewalk Masterplan for the City of Vestavia Hills

23. Public Hearing - Ordinance Number 3099-A - An Ordinance to amend Ordinance 3099 to add a sidewalk policy for the City of Vestavia Hills 2024 Sidewalk Masterplan

24. Citizens Comments

None.

25. Time Of Adjournment

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor Pro-Tem adjourned the meeting at 6:42 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



**Vestavia Hills
City Council Minutes
January 27, 2025
6:00 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor Pro-Tem called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Pro-Tem Rusty Weaver, City Councilor Kimberly Cook*

MEMBERS ABSENT: Mayor Ashley Curry, City Councilor Paul Head, City Councilor George Pierce

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Melvin Turner, Finance Director;

The Mayor Pro-Tem announced that there was no quorum of the City Council present due to sickness of two Councilors and two being out of town (although Mrs. Cook was able to participate virtually). All business items on the agenda will be moved to the regular City Council meeting of February 10, 2025 beginning at 6 PM.

3. Invocation - Steve Dedmon, Vestavia Hills Chaplain

The invocation was led by Chaplain Dedmon with special prayers for those Councilors that were sick.

4. Approval Of The Agenda

Due to lack of a quorum, this item had no action.

5. Financial Reports - Zachary Clifton, Deputy Finance Director

This item was not presented and deferred to the February 10, 2025 meeting.

6. Approval Of Minutes - January 13, 2025 regular meeting minutes

Due to lack of a quorum, this item had no action. Minute approval was delayed until February 10, 2025.

Old Business (Public Hearing)

7. Public Hearing - Resolution Number 5541 - A Resolution accepting 2024 Sidewalk Masterplan for the City of Vestavia Hills

Due to lack of a quorum, this item had no action. Public hearing and consideration of this item was delayed until February 10, 2025.

8. Public Hearing - Ordinance Number 3099-A - An Ordinance to amend Ordinance 3099 to add a sidewalk policy for the City of Vestavia Hills 2024 Sidewalk Masterplan

Due to lack of a quorum, this item had no action. Public hearing and consideration of this item was delayed until February 10, 2025.

New Business

9. Public Hearing - Resolution Number 5544 - A Resolution for an alcohol license for Iron City Spirits d/b/a Iron City Package Store; Parvez Pyarali Mulji, executive

Due to lack of a quorum, this item had no action. Public hearing and consideration of this item was delayed until February 10, 2025.

New Business Requesting Unanimous Consent (Public Hearing)

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

10. Public Hearing - Resolution Number 5543 - A Resolution authorizing the City Manager to execute and deliver an agreement with Sain Associates to provide civil construction documents for turn lane improvements on Rocky Ridge Road at the intersection of Rocky Ridge Road and Dolly Ridge Road in Vestavia Hills.

Due to lack of a quorum, no first readings were read.

11. Time Of Adjournment

There being no business due to lack of a quorum, the Mayor Pro-Tem adjourned at 6:03 PM.

Rusty Weaver, Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings, City Clerk



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

February 10, 2025

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director

RE: Public Hearing - Resolution Number 5541 - A Resolution accepting
2024 Sidewalk Masterplan for the City of Vestavia Hills

Background:

City staff have collected and reviewed public input over the past several years to complete an updated sidewalk masterplan. The segments on this map noted as priority segments have been created based on this public input as well as multiple iterations through Design Review Board, Planning and Zoning, and City Council. This map will be used to guide future pedestrian facility projects across the city and will be updated regularly.

Recommendation:

The engineering department recommends approval.

Fiscal Impact:

No immediate impact.

Attachments:

1. Resolution 5541
2. Sidewalk Master Plan December 17 2024 (8.5x11)

RESOLUTION NUMBER 5541

A RESOLUTION ACCEPTING THE 2024 SIDEWALK MASTERPLAN FOR THE CITY OF VESTAVIA HILLS

WHEREAS, the City of Vestavia Hills, Alabama has diligently worked toward making the City a more pedestrian friendly community with safer walking for schools, streets and public ways; and

WHEREAS, the City Council, in strategic sessions, has pushed for a Sidewalk Masterplan to be used as a guide toward the construction of a more cohesive sidewalk construction plan; and

WHEREAS, the City's Engineering Staff has worked and developed the 2024 Sidewalk Masterplan ("Masterplan") which was based off of past plans, community input through the Vestavia Listens portal and numerous public comments through the years; and

WHEREAS, the Vestavia Hills Design Review at its regular meeting of July 6, 2023, reviewed and recommended acceptance of the first draft of the Masterplan; and

WHEREAS, the Vestavia Hills Planning and Zoning Commission, at its regular meeting of December 12, 2024, following a public hearing, reviewed and voted to recommend a slightly amended Masterplan; and

WHEREAS, a copy of the proposed Plan is marked as Exhibit A, attached to and incorporated into this Resolution Number 5541 as if written fully therein; and

WHEREAS, the Mayor and City Council have reviewed the final Masterplan and feel it is in the best interest to accept said plan to be used as a guide in future construction of sidewalks throughout the City.

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

1. The 2024 Vestavia Hills Sidewalk Masterplan is hereby accepted to be used as a guide for future construction of sidewalks in the City; and
2. This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED on this the 10th day of February, 2025.

Ashley C. Curry
Mayor

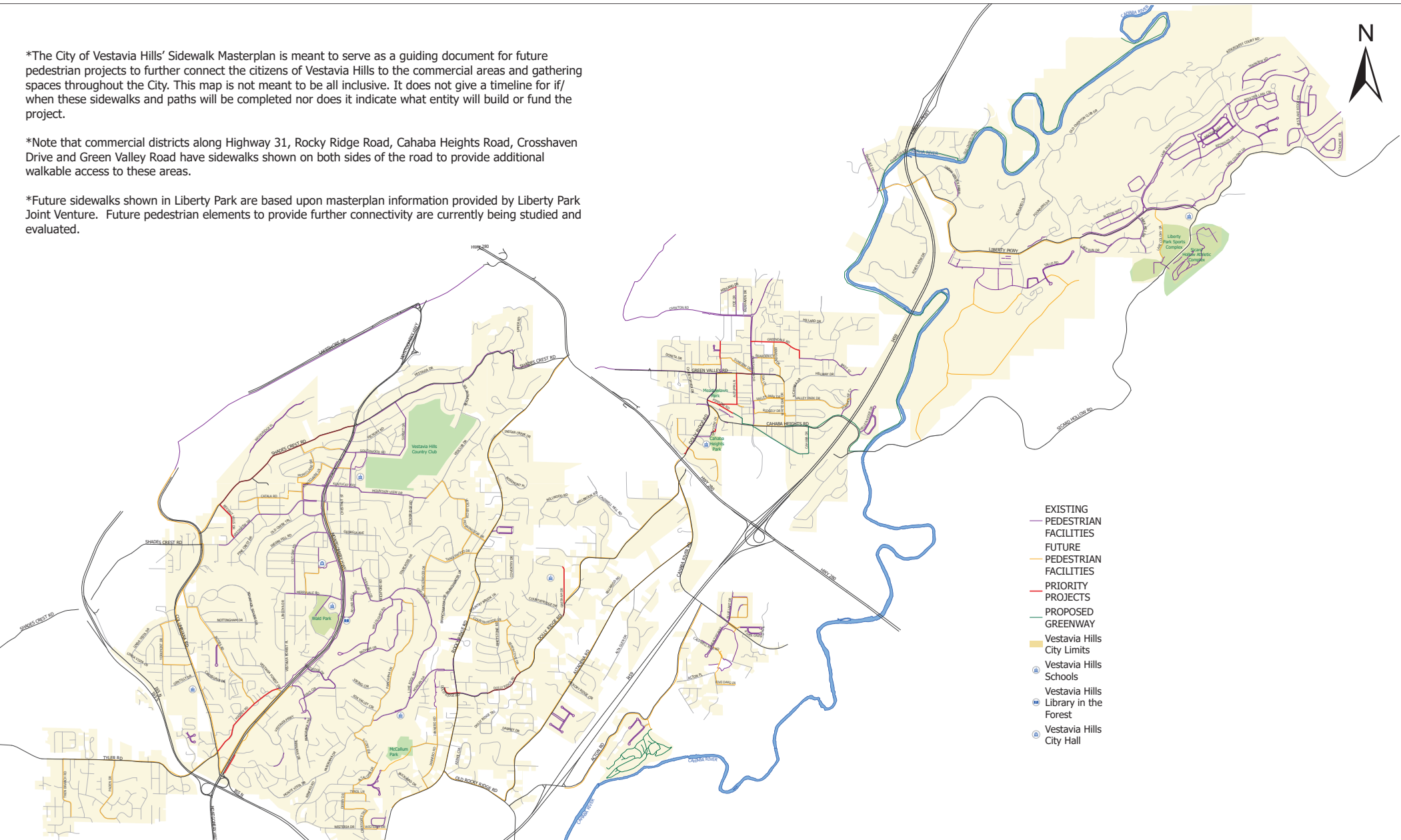
ATTESTED BY:

Rebecca Leavings
City Clerk

*The City of Vestavia Hills' Sidewalk Masterplan is meant to serve as a guiding document for future pedestrian projects to further connect the citizens of Vestavia Hills to the commercial areas and gathering spaces throughout the City. This map is not meant to be all inclusive. It does not give a timeline for if/when these sidewalks and paths will be completed nor does it indicate what entity will build or fund the project.

*Note that commercial districts along Highway 31, Rocky Ridge Road, Cahaba Heights Road, Crosshaven Drive and Green Valley Road have sidewalks shown on both sides of the road to provide additional walkable access to these areas.

*Future sidewalks shown in Liberty Park are based upon masterplan information provided by Liberty Park Joint Venture. Future pedestrian elements to provide further connectivity are currently being studied and evaluated.





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

February 10, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc: Lori Beth Kearley, Public Services Director
Ethan Fisher, City Engineer
Christopher Brady, City Engineer
Conrad Garrison, City Planner

RE: Public Hearing - Ordinance Number 3099-A - An Ordinance to amend Ordinance 3099 to add a sidewalk policy for the City of Vestavia Hills 2024 Sidewalk Masterplan

Background:

Throughout the years, the City Council has desired the construction of sidewalks in the city based upon need and safety to work toward a more pedestrian-friendly community. The Engineering Staff has drafted, and the City Council has recently reviewed and accepted the 2024 Sidewalk Masterplan to be used as a guide for sidewalk construction throughout the City. A revision in the Zoning Code was determined to be needed to assist in the funding of some of these sidewalks based upon the new development within the City. A draft was made which was reviewed and recommended for approval by the Planning and Zoning Commission at its regular December 2024 meeting following a public hearing.

Recommendation:

The City Engineering and Planning staff recommend approval.

Fiscal Impact:

Funding to be added to the City's Capital Projects Budget and earmarked for sidewalk construction

Attachments:

1. Ordinance 3099a

ORDINANCE NUMBER 3099-A

AN ORDINANCE AMENDING ORDINANCE NUMBER 3099, SECTION 2.2.28(1) ENTITLED LOW INTENSITY INSTITUTIONAL USE AND ADDING SECTION 4.11. ENTITLED SIDEWALKS.

WHEREAS, on June, 27, 2024, the Mayor and City Council approved and adopted Ordinance number 3099 adopting an updated Zoning Code for the City of Vestavia Hills which has not yet been codified in the Vestavia Hills' Code of Ordinance; and

WHEREAS, the City's Engineering team has developed an updated Sidewalk Masterplan and policy which was reviewed and accepted by the City of Vestavia Hills Design Review Board and the City of Vestavia Hills Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has recommended a revision to said code to establish a sidewalk policy for the new Sidewalk Masterplan; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to adopt said revisions.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that Section 2.2.28(1) entitled Low Intensity Institutional Use be revised and that Section 4.11 entitled Sidewalks be added in its entirety, as follows:

(1) "Section 2.2.28 (1) *Low Intensity Institutional Use*. Civic, service, and fraternal organizations and cultural facilities up to 10,000 sq. ft.; day care centers; pre-schools; elementary schools; group homes with no more than six (6) residents."

(2) "Section 4.11. The Vestavia Hills Planning and Zoning Commission in concurrence with the City Council has adopted an official Sidewalk Master Plan to facilitate the construction of those pedestrian connections by preparing a plan for future facilities in the form of the Sidewalk Master Plan ("the Plan"). The Plan, as currently adopted is hereby incorporated into this Code and located on the City's official website, and, as may be amended from time to time by the Planning and Zoning Commission following a public hearing, shall have the following rules and procedures in order to require the construction of sidewalks and/or collect funds in lieu of sidewalks, where applicable

4.11.1 All sidewalk outlined within the approved Vestavia Hills Subdivision Regulations and other design guidelines shall apply to all projects governed by those policies

4.11.2 If a property is subdivided along an existing public street or if a property is developed or redeveloped within a commercial, institutional, office or multifamily area shown on the City's sidewalk masterplan, the developer shall be required to construct a City standard sidewalk along the frontage of the property or development.

1. In the event that the developer or his engineer determines that it is infeasible or inadvisable to construct a sidewalk, they must submit, in writing, an appeal to the City Engineer outlining why it is infeasible or inadvisable.
2. The City Engineer or his designee, will evaluate the appeal using engineering judgement to approve or deny the appeal.
3. If the appeal is approved, the developer shall contribute to the City's sidewalk fund in lieu of constructing the sidewalk. The linear foot cost of sidewalk will be calculated by the City Engineer or his designee based on the average unit cost for a concrete sidewalk from the three most recent publicly bid sidewalk projects constructed by the City. The City Engineer will use the frontage length multiplied by the concrete sidewalk cost to determine the contribution amount, where frontage is defined by this Ordinance.
4. The funds shall be contributed prior to project closeout.
5. The contributed funds will be held within the City designated fund and used solely for the purpose of constructing pedestrian facilities shown on the sidewalk masterplan.
6. If the appeal is denied the developer will be required to install the City's standard sidewalk as prescribed in Section 4.11."

(3) Severability: If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance, which is not in and of itself invalid or unconstitutional.

(4) Effective date: This Ordinance Number 3099-A shall become effective immediately upon adoption and approval following posting/publishing as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of February, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3099-A 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 February, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills New Merkel House, and Vestavia Hills Civics Center
this the _____ day of _____, 2025

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION
RESOLUTION NUMBER 2024-01

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama, 1975, it shall be the function and duty of the City of Vestavia Hills Planning and Zoning Commission to make recommendations involving zoning regulations for development within the corporate limits of Vestavia Hills, Alabama, and;

WHEREAS, the City of Vestavia Hills Planning and Zoning Commission has made a careful study of the Zoning Ordinance and Sidewalk Master Plan revised by the City Zoning Staff; and;

WHEREAS, the City of Vestavia Hills Planning and Zoning Commission has studied and reviewed the amendments to Section 2 and Section 4 of the Vestavia Hills Zoning Ordinance and has determined that the amendments meets the general requirement of guiding and accomplishing a coordinated, adjusted and harmonious development of the City of Vestavia Hills and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity and general welfare as well as efficiency and economy in the process of development, and;

WHEREAS, amendments to said Zoning Ordinance are detailed in “Exhibit A” attached and incorporated into this Resolution Number 2024-01 as though written fully therein; and

WHEREAS, the Planning and Zoning Commission has met all requirements of the laws of the State of Alabama with regard to preparation, public notification and review of the Vestavia Hills Zoning Ordinance along with a public hearing for citizen input.

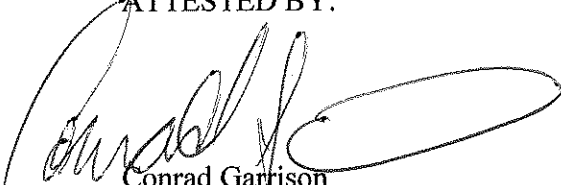
NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Vestavia Hills, Alabama, , that the amendments to the document entitled “City of Vestavia Hills Zoning Ordinance”, presented and detailed in attached “Exhibit A”, is are hereby adopted and approved; and

DONE, ORDERED and APPROVED this the 14th day of December 2024.



Michael Vercher
Planning and Zoning Chairman

ATTESTED BY:



Conrad Garrison
City Planner



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

February 10, 2025

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5544 - A Resolution for an alcohol license for Iron City Spirits d/b/a Iron City Package Store; for 011 - Lounge Retail Liquor - Class II (Package) off-premise; Parvez Pyarali Mulji, executive

Background:

This is a request for new management of a Package Store located off of Acton Road in the Dolly Creek shopping center.

Recommendation:

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

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

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

() **Does not recommend.** *This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

Fiscal Impact:

na

Attachments:

1. Resolution 5544

RESOLUTION NUMBER 5544

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR IRON CITY SPIRITS D/B/A IRON CITY
PACKAGE STORE; PARVEZ PYARALI MULJI,
EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Iron City Spirits d/b/a Iron City Package Store, located at 2409 Acton Road, Suite 117, Vestavia Hills, Alabama, for the off-premise sale of 011 - Lounge Retail Liquor - Class II (Package); Parvez Pyarali Mulji, executives.

APPROVED and ADOPTED this the 10th day of February, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250121112943207

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: **IRON CITY PACKAGE STORE**

Filing Fee: \$50.00

Applicant: **IRON CITY SPIRITS INC**

Transfer Fee:

Location Address: 2409 ACTON RD ; SUITE 117 VESTAVIA , AL 35243

Mailing Address: 1503 SCOUT RIDGE DR HOOVER, AL 35244

County: JEFFERSON Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-163-937

Do you sell Draft Beer?:

Date Incorporated: 11/22/2024 State incorporated: AL

County Incorporated: JEFFERSON

Date of Authority:

Federal Tax ID: 33-2081711

Alabama State Sales Tax ID: R012306472

Name: Title: Date and Place of Birth: Residence Address:

PARVEZ PYARALI MULJI 6844894 - AL	PRESIDENT	06/01/1971 PAKISTAN	1503 SCOUT RIDGE DR HOOVER, AL 35244

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? NO

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: PARVEZ PYARALI MULJI

Home Phone: 205-835-5233

Business Phone: 205-835-5233

Cell Phone: 205-835-5233

Fax:

E-mail: VESTAVIABP@BELLSOUTH.NET

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250121112943207

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **BRC DOLLY CREEK STATION, LLC 205-995-9119**
What is lessors primary business? **REAL ESTATE MANAGEMENT COMPANY**
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? **YES**
Building Dimensions Square Footage: **1600** Display Square Footage: **1500**
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: **0 blocks**
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)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250121112943207

Initial each

PJ

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

PJ

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

PJ

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.

PJ

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.

PJ

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.

PJ

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): PARVEZ MULJI.

Signature of Applicant:

Notary Name (print):

Notary Signature:

VALENCIA C JOHNSON
NOTARY PUBLIC
STATE OF ALABAMA

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



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

February 10, 2025

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5545 - A Resolution approving an alcohol license for Miss Astrids LLC d/b/a Miss Astrids for an 020 - Restaurant Retail Liquor License at 3160 Pipeline Road; Richard Graham Edge, executive

Background:

Request is for a restaurant retail liquor license.

Recommendation:

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

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

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

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

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

Fiscal Impact:

na

Attachments:

1. Resolution 5545

RESOLUTION NUMBER 5545

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR MISS ASTRIDS LLC D/B/A MISS ASTRIDS;
RICHARD GRAHAM EDGE, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Miss Astrids LLC d/b/a Miss Astrids, located at 3160 Pipeline Road, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Richard Graham Edge, executives.

APPROVED and ADOPTED this the 10th day of February, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: **20250103110420420**

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: MISS ASTRIDS Filing Fee: \$50.00
Applicant: MISS ASTRIDS LLC Transfer Fee:
Location Address: 3160 PIPELINE RD VESTAVIA HILLS, AL 35243
Mailing Address: 3160 CAHABA HEIGHTS RD VESTAVIA, AL 35243
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC
Book, Page, or Document info: 838-468
Do you sell Draft Beer?:
Date Incorporated: 03/03/2021 State incorporated: AL County Incorporated: JEFFERSON
Date of Authority:
Federal Tax ID: 86-2522962 Alabama State Sales Tax ID: R012289842

Name:	Title:	Date and Place of Birth:	Residence Address:
RICHARD GRAHAM EDGE 29064873 - PA	OWNER	04/15/1960 CHICHESTER, UK	388 KINSMAN RD JAMESTOWN, PA 16134

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? **NO**
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: PAULA DENISE BOLEY
Business Phone: 205-281-1349
Fax:

Home Phone: 205-281-1349
Cell Phone:
E-mail: RESULTS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250103110420420

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

Name of Property owner/lessor and phone number: RED B LLC 205-281-1349

What is lessors primary business? O

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

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

Does the premise have a fully equipped kitchen? YES

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

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 2200 Display Square Footage:

Building seating capacity: 50 Does Licensed premises include a patio area? YES

License Structure: MULTI STORY License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: POLICE JURISDICTION 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)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250103110420420

Initial each

☐ DB

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

☐ DB

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

☐ DB

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.

☐ NA

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.

☐ NA

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

☐ NA

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

☐ DB

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.

☐ DB

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.

☐ DB

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): Denise Boley

Signature of Applicant: Denise Boley

Notary Name (print): Lavonda Dudley

Notary Signature: Lavonda Dudley

Commission expires: 3/10/24

LAVONDA DUDLEY
Notary Public, Alabama State at Large
My Commission Expires March 10, 2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



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

February 10, 2025

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5546 - A Resolution approving an alcohol license for Marks Mark Vestavia LLC d/b/a Marks Mart Vestavia; for the sales of 040 - Retail Beer (on or off premises) and 060 - Retail Table Wine (on or off premises); Brian Mark King, executive

Background:

This request is for an on/off premise beer and wine license for Marks Mart Vestavia off of Rocky Ridge Road.

Recommendation:

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

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

() **Needs further review.** *This indicates that the Police Chief has found*

records of some convictions of alcohol-related arrests.

() Does not recommend. *This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

Fiscal Impact:

na

Attachments:

1. Resolution 5546

RESOLUTION NUMBER 5546

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR MARKS MART VESTAVIA LLC D/B/A MARKS
MART VESTAVIA; BRIAN MARK KING,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Marks Mart Vestavia LLC d/b/a Marks Mart Vestavia, located at 2501 Rocky Ridge Road, Vestavia Hills, Alabama, for the sale of 040 - Retail Beer (on/off premise) 060 - Retail Table Wine (on/off premise); Brian Mark King, executives.

APPROVED and ADOPTED this the 10th day of February 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250129140720906

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Trade Name: **MARKS MART VESTAVIA**

Filing Fee: \$100.00

Applicant: **MARKS MART VESTAVIA LLC**

Transfer Fee:

Location Address: 2501 ROCKY RIDGE RD VESTAVIA, AL 35243

Mailing Address: 1820 CEDARWOOD RD VESTAVIA HILLS, AL 35216

County: JEFFERSON Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-133-837

Do you sell Draft Beer?:

Date Incorporated: 04/30/2024 State incorporated: AL

County Incorporated: HOUSTON

Date of Authority:

Federal Tax ID: 99-2765716

Alabama State Sales Tax ID: R012302797

Name:

Title:

Date and Place of Birth:

Residence Address:

BRIAN MARK KING 7113262 - AL	MEMBER	01/20/1984 MOBILE, AL	1820 CEDARWOOD RD VESTAVIA HILLS, AL 35216

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? NO

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: BRIAN KING

Business Phone: 334-652-8093

Fax:

Home Phone: 334-652-8093

Cell Phone: 334-652-8093

E-mail: MARKING3784@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250129140720906



Initial each

BMK
BMK

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.

BMK

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.

BMK

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.

BMK

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.

BMK

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.

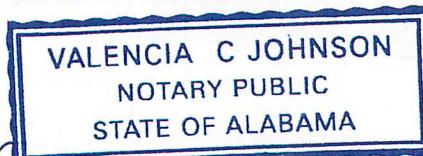
Applicant Name (print): Brian Mark King

Signature of Applicant: Brian Mark King

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: 20250129140720906

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

Name of Property owner/lessor and phone number: **L, D AND C PROPERTIES, LLC 205-914-2632**

What is lessors primary business? **PROPERTY OWNERSHIP**

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

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

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

Is the business used to habitually and principally provide food to the public? **NO**

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

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

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

Building Dimensions Square Footage: **3850**

Display Square Footage:

Building seating capacity: **30**

Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE**

License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence: **0 blocks**

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)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



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

February 10, 2025

To: Jeff Downes, City Manager

From: Christopher Brady, City Engineer

Cc: Lori Beth Kearley, Public Services Director

RE: Resolution Number 5547 - A Resolution authorizing the City Manager to execute and deliver an Intergovernmental Agreement with Jefferson County, Alabama to share in costs to pave Alta Glen Drive and Caldwell Mill Road

Background:

Jefferson County Roads and Transportation has initiated their 2025 roadway resurfacing program and has identified Caldwell Mill Road (near Healthy Way) and Alta Glen Drive as projects to complete soon. Portions of these roadways are within our municipal limits. It would be beneficial for County crews to complete the portions within our municipal limits while they are there. The attached agreement includes maps of the project area and the portions within Vestavia Hills city limits.

Recommendation:

I agree that it would be beneficial and in best interest of the public to complete these sections while crews are there.

Fiscal Impact:

There is an estimated cost of \$44,500 to complete the work within the city. The City would pay the final billed amount from the Roadway Resurfacing Budget currently approved in our FY24/25 capital funds budgeting for asphalt/resurfacing.

Attachments:

1. Resolution 5547
2. FY25 IGA - Vestavia Paving

RESOLUTION NUMBER 5547

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY FOR RESURFACING OF ALTA GLEN DRIVE AND CALDWELL MILL ROAD LOCATED IN THE CITY OF VESTAVIA HILLS

WHEREAS, Jefferson County (“the County”) and Vestavia Hills (“Vestavia”) desire to enter into this an Intergovernmental Agreement (“the Agreement”) for the public purpose of paving on Alta Glen Drive and Caldwell Mill Road; and

WHEREAS, a copy of the Agreement and map is marked as Exhibit A, attached to and incorporated into this Resolution Number 5547 as if written fully therein; and

WHEREAS, as indicated on the attached map these portions of Alta Glen Drive and Caldwell Mill Road are located within the city limits of Vestavia and currently maintained by Vestavia Hills; and

WHEREAS, Vestavia and the County have agreed on certain needed street repairs that take coordination of both entities; and

WHEREAS, the cost for this construction is estimated to be \$44,357.42 (Forty-Four Thousand Three Hundred Fifty-Seven Dollars and Forty-Two Cents). See Attachment A – Estimated Costs; and

WHEREAS, the County will provide the required equipment, material and labor services at County cost; and

WHEREAS, the City of Vestavia will pay the County for this work; and

WHEREAS, the County and Vestavia desire to establish their agreement in the attached Agreement; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to accept the Agreement as detailed.

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

1. The City Manager is hereby authorized to execute and deliver the attached Intergovernmental Agreement at a cost of \$44,357.42; and
2. The expense of said agreement shall be funded by the City’s FY25 capital fund budget for asphalt/resurfacing; and

3. This Resolution Number 5547 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of February, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTERGOVERNMENTAL AGREEMENT

JEFFERSON COUNTY, ALABAMA ("County") and the **CITY OF VESTAVIA, ALABAMA ("Vestavia")**, enter into this agreement on the _____ day of _____, 2025. The provisions of this agreement shall become effective upon final execution by all parties.

WHEREAS, the County and Vestavia desire to enter into this Agreement for the public purpose of paving on Alta Glen Drive and Caldwell Mill Road; and

WHEREAS, as indicated on the attached map these portions of Alta Glen Drive and Caldwell Mill Road are located within the city limits of Vestavia and currently maintained by Vestavia; and

WHEREAS, Vestavia lacks the personnel and equipment necessary to complete this needed roadway maintenance and has asked the County to assist; and

WHEREAS, the cost for this construction is estimated to be \$44,357.42 (Forty-Four Thousand Three Hundred Fifty-Seven Dollars and Forty-Two Cents). See Attachment A – Estimated Costs; and

WHEREAS, the County will provide the required equipment, material and labor services at County cost; and

WHEREAS, the City of Vestavia will pay the County for this work; and

WHEREAS, the County and Vestavia desire to establish their agreement herewith; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a Interlocal Cooperation Agreement/service agreement in accordance with Alabama Code §11 102-1, et seq., in order to authorize the County to engage in the purchase of certain services and materials for use by the parties, i.e. in order for the County and Vestavia to pave on Alta Glen Drive and Caldwell Mill Road.

IN CONSIDERATION OF THE PREMISES stated herein County and Vestavia mutually agree as follows:

- I. **PURPOSE:** The Parties jointly agree to undertake the following improvements on Alta Glen Drive and Caldwell Mill Road in Vestavia, AL, Jefferson County: paving.
- II. **AUTHORIZATION:** The parties have authorized this agreement pursuant to similar ordinances passed by Vestavia and an agreement entered into by the same, a similar resolution passed by the County, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or materials, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:
 - A. County is designated as the joint purchasing or bidding agent for materials and labor and will add this work to its open paving contract or utilize force account labor.

- B. County will invoice Vestavia for the construction costs, estimated to be \$44,357.42 (Forty-Four Thousand Three Hundred Fifty-Seven Dollars and Forty-Two Cents), see Attachment A – Estimated Costs, and Vestavia shall pay the invoiced amount prior to work beginning by the County. If the final cost exceeds this estimate, the difference will be billed at completion of the work.

III. TERM: The duration of this contract shall not exceed two years from the date of its final execution or end of the Project, whichever occurs first.

IV. IMPLEMENTATION: The parties agree as follows:

- A. County will assume responsibility for the management of the Project.
- B. County will provide all materials and labor during the construction phase of the Project.
- C. **The parties expressly agree that the County does not assume any risk or future liability, or any future responsibility for any portion of Alta Glen Drive or Caldwell Mill Road located within the city limits of Vestavia.**
- D. Except as expressly provided in this agreement, no party to the contract shall have any other power to incur any debt which shall become the responsibility of any other contracting people.
- E. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- F. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purpose of the contract.
- G. Each party to this agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

V. TERMINATION:

- A. Any party hereto may terminate this Agreement prior to the commencement of work by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.
- B. Upon termination, all unused materials purchased by the County under this agreement shall be returned to the County within 30 days of termination.

VI. SEVERABILITY: If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be constructed and enforced as if the agreement did not contain the particular provision held to be invalid.

VII. GOVERNING LAW: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials, and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

BY: _____

Date

James A. (Jimmie) Stephens, President

ATTEST:

Aleshia Coleman, Minute Clerk

CITY OF VESTAVIA, ALABAMA

BY: _____

Date

Jeff Downes, City Manager

ATTEST:

City Clerk

ESTIMATE

FROM: Jefferson County Roads and Transportation Department

Date: Thursday, November 21st, 2024

RE: Paving

The following is an estimate for paving in the City of Vestavia:

Alta Glen Rd	\$ 8,634.28
Caldwell Mill Rd	\$ 35,723.14
Total Estimate	\$ 44,357.42

This is only an estimate; final cost will be billed at completion of the job.

Roads & Transportation

FY 2025

Vestavia Hills

Paving IGA

 Paving IGA

Vestavia Hills

0 300 600 1,200
Feet

This map has been prepared by Jefferson County Roads and Transportation Department. Any use of this map shall be at the sole risk of the person or entity using it. Jefferson County makes no warranty, expressed or implied as to the accuracy of the information represented herein. This product shall be accepted AS IS, WITH ALL FAULTS. Any person, entity or company that makes use of this product shall hold harmless Jefferson County, its elected officials, employees and agents from and against any claim, damage, loss, action, cause of action or liability arising from the use of this GIS product.

Projection: State Plane AL West
Datum: NAD 83 - NAVD 88

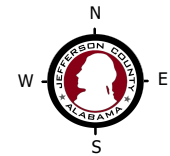
Aerial Photograph: 02/2023
Map Created: 10/29/2024

Roads & Transportation

FY 2025

Vestavia Hills

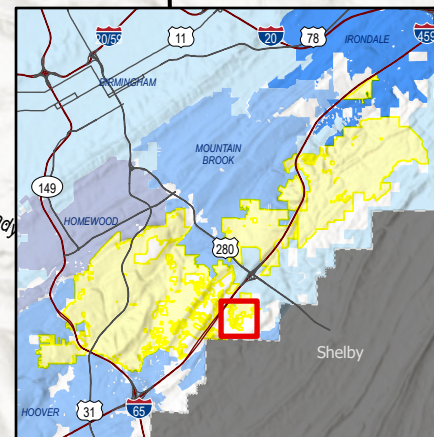
Paving IGA



 Paving IGA

 Vestavia Hills

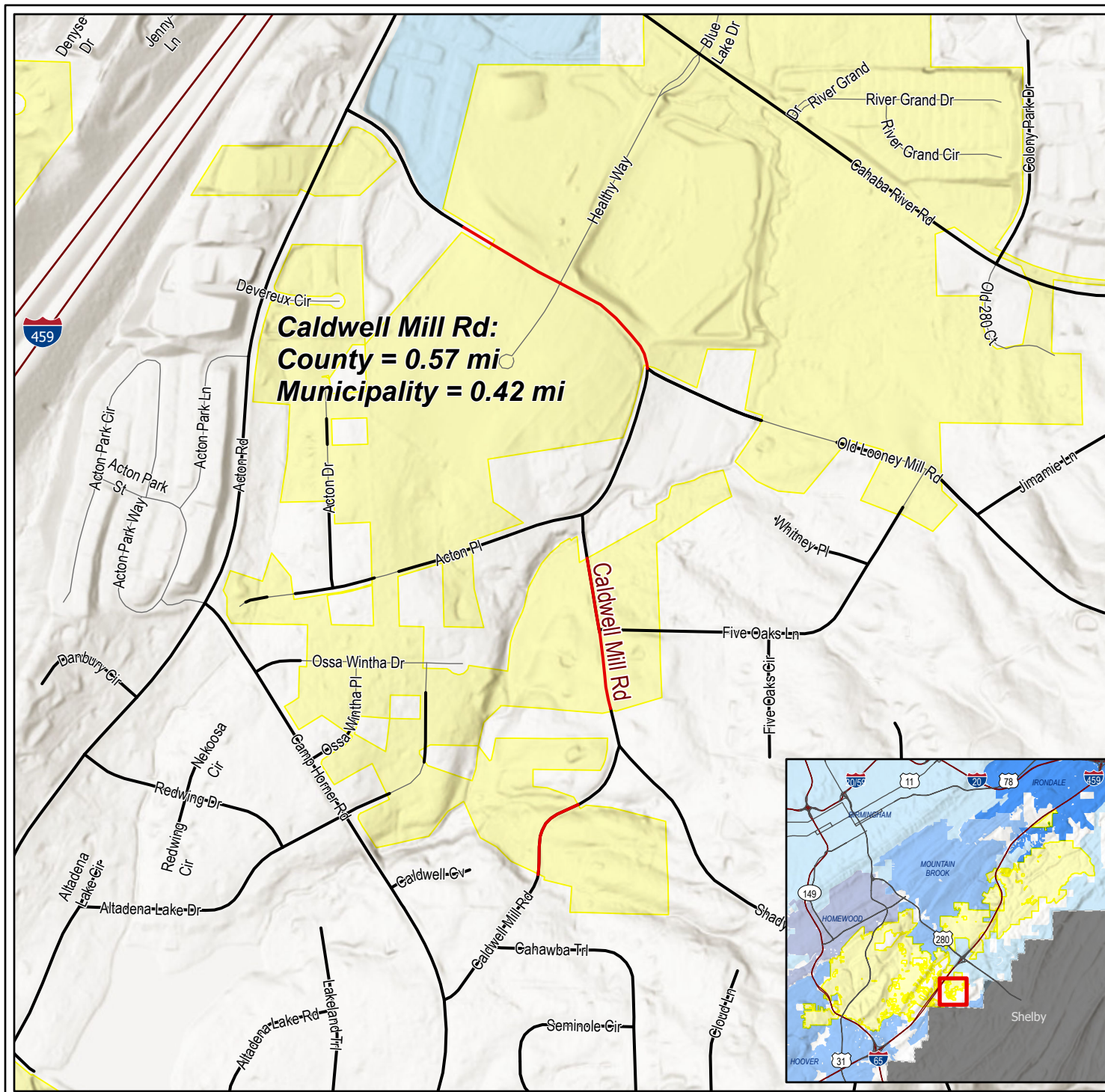
0 300 600 1,200
Feet



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Projection: State Plane AL West
Datum: NAD 83 - NAVD 88

Aerial Photograph: 02/2023
Map Created: 10/29/2024





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

February 10, 2025

To: Jeff Downes, City Manager

From: Robert Wilson, Forensic Services

Cc: Shane Ware, Police Chief

RE: Resolution Number 5548 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property

Background:

Certain vehicles in the VHPD have been identified at the end of their useful lives. The request is to declare the property as surplus to sell through City policy.

Recommendation:

The following vehicles recommended for surplus:

- 2013 Chevrolet Tahoe VIN: 1gnlc2e09dr289347 Miles: 132,244 Regular Title
- 2013 Chevrolet Tahoe VIN: 1gnlc2e02dr289383 Miles: 165,001 Regular Title
- 2019 Ford Explorer; VIN: 1fm5k8ar2kga12698 Miles: 102,729 Regular Title

- 2017 Ford Explorer; VIN: 1fm5k8ar7hgb34465 Miles: 140,025 Regular Title
- 2018 Ford Explorer; VIN: 1fm5k8ar5jga71288 Miles: 150,609 Regular Title
- 2018 Ford Explorer; VIN: 1fm5k8arxjgb92852 Miles: 124,908 Regular Title
- 2017 Ford Explorer; VIN: 1fm5k8ar0hgb34467 Miles: 153,074 Regular Title

Fiscal Impact:

na

Attachments:

1. Resolution 5548

RESOLUTION NUMBER 5548

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5548 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 10th day of February, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A

- 2013 Chevrolet Tahoe VIN: 1gnlc2e09dr289347 Miles: 132,244 Regular Title
- 2013 Chevrolet Tahoe VIN: 1gnlc2e02dr289383 Miles: 165,001 Regular Title
- 2019 Ford Explorer; VIN: 1fm5k8ar2kga12698 Miles: 102,729 Regular Title
- 2017 Ford Explorer; VIN: 1fm5k8ar7hgb34465 Miles: 140,025 Regular Title
- 2018 Ford Explorer; VIN: 1fm5k8ar5jga71288 Miles: 150,609 Regular Title
- 2018 Ford Explorer; VIN: 1fm5k8arxjgb92852 Miles: 124,908 Regular Title
- 2017 Ford Explorer; VIN: 1fm5k8ar0hgb34467 Miles: 153,074 Regular Title



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

February 10, 2025

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director

RE: Public Hearing - Resolution Number 5543 - A Resolution authorizing the City Manager to execute and deliver an agreement with Sain Associates to provide civil construction documents for turn lane improvements on Rocky Ridge Road at the intersection of Rocky Ridge Road and Dolly Ridge Road in Vestavia Hills.

Background:

The City has received a proposal from Sain Associates for civil engineering services to provide construction documents to facilitate the construction of a right turn lane on Rocky Ridge Road on the north bound approach to the Rocky Ridge Road and Dolly Ridge Road intersection for the total expense of \$89,450.00.

The scope of the proposal includes updated traffic counts, roadway design plans, utility coordination, geotechnical services, meetings and review, and construction administration services.

This effort is based on the APPLE Study conducted in 2018 and the City's desire to further enhance and improve our roadway network.

Recommendation:

We would like to request that the proposed scope and fee for civil engineering services be accepted to allow this project to move forward. A copy is attached. If approved, the City's standard Agreement for Professional Services will be used for contracting.

Fiscal Impact:

These design services should be expensed to the City's Capital Projects Fund.

Attachments:

1. Resolution Number 5543, Agreement and Amended Proposal
2. Patrick H. Boone Letter to City Manager February 6, 2025

RESOLUTION NUMBER 5543

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH SAIN ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES AND THE PREPARATION OF CIVIL CONSTRUCTION DOCUMENTS FOR THE INSTALLATION OF A RIGHT-TURN LANE AND IMPROVEMENTS AT THE INTERSECTION OF ROCKY RIDGE ROAD AND DOLLY RIDGE ROAD

WHEREAS, the City is desirous to construct right-turn lane improvements at the intersection of Rocky Ridge Road and Dolly Ridge Road pursuant to an APPLE study conducted in 2018; and

WHEREAS, Sain Associates, Inc. has submitted a proposal dated November 4, 2024 ("the Proposal") to provide professional engineering services, including the preparation of civil engineering drawings and documents to facilitate the construction of said improvements on the north bound Rocky Ridge approach to said intersection at an expense estimated at \$89,450.00; and

WHEREAS, the City Attorney has prepared an Agreement for Professional Engineer Services using the standard and customary contract template for such services by and between the City of Vestavia Hills, Alabama ("City") and Sain Associates, Inc., a copy of which is attached hereto, marked as Exhibit A and is incorporated into this Resolution 5543 by reference as though set out fully herein; and

WHEREAS, the City Attorney has reviewed the Proposal submitted by Sain Associates, Inc. and amended it by the deletion of three (3) sections; and

WHEREAS, a copy of the amended proposal is marked as Exhibit 1, attached to and incorporated into the Agreement for Professional Engineering Services (Exhibit A) as if written fully therein; and

WHEREAS, the City's engineering team has reviewed the amended Proposal and recommends approval; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said proposal at an expense estimated at \$89,450.00 and enter into the Agreement with Sain Associates, Inc.

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

1. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this Resolution Number 5543 by reference as though set out fully herein.

2. **EXHIBITS:** Exhibit A (Agreement for Professional Engineering Services) and Exhibit 1 (Amended Proposal) are attached hereto and incorporated into this Resolution Number 5543 by reference as though set out fully herein.

3. **EXECUTION AND DELIVERY OF AGREEMENT:** The City Manager is hereby authorized to execute and deliver the Agreement as detailed in the attached Exhibit A with the amended Proposal attached thereto as Exhibit 1.

4. **EXPENDITURE OF PUBLIC FUNDS:** Said funding shall be expensed from the City's Capital Projects Fund.

5. **EFFECTIVE DATE:** This Resolution Number 5543 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24th day of February, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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 February, 2025, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (“City”) and Sain Associates, Inc. (“Engineer”).

WITNESSETH THESE RECITALS:

WHEREAS, the City is planning to make public improvements by installing a right-turn lane along Rocky Ridge Road at the intersection of Dolly Ridge Road in the City of Vestavia Hills, Alabama (“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, Sain Associates, Inc. (“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:

The scope of the work to be performed by the Engineer is set forth in a thirteen (13) page proposal for engineering services dated November 4, 2024 prepared by Sain Associates, Inc. and submitted to the City ("proposal"). The proposal has been amended by the City Attorney. A copy of the proposal, as amended, is attached hereto, marked as Exhibit 1 and is incorporated into this Agreement by reference as though set out fully herein.

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 Eighty-nine Thousand Four Hundred Fifty and No/100 Dollars (\$89,450.00) 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 as stated in Exhibit 1.

A. The work shall commence as stated in Exhibit 1; 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 within the time required in Exhibit 1.

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 INSURED

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.

K. **AUTHORIZATION:** The execution and delivery of this Agreement was authorized by the City Council of the City of Vestavia Hills, Alabama by the approval and adoption of Resolution Number 5543 enacted on February 24, 2025.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Sain Associates, Inc., an Alabama corporation, 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:

SAIN ASSOCIATES, INC.
An Alabama corporation

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 February, 2025.

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 February, 2025.

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 Sain Associates, Inc., an Alabama 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, (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 February, 2025.

Notary Public

My Commission Expires:

SEAL



SAIN
ASSOCIATES

November 4, 2024

Mr. Ethan Fisher, P.E.
City Engineer
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

SUBJECT: Rocky Ridge Road Turn Lane
SA Project #24-0360

Dear Ethan:

We appreciate the opportunity to submit this proposal for engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Vestavia Hills desires to install a right turn lane along Rocky Ridge Road at the intersection of Dolly Ridge Road. The proposed improvements are based on recommendations developed by Sain Associates as part of a 2019 Advanced Planning Report prepared in association with the Regional Planning Commission of Greater Birmingham.

Plans of the proposed improvements were prepared by Engineering Design Group (EDG), LLC, in 2023 but following recent discussions between the City and Jefferson County, it has become apparent that more detailed design plans will be required. Jefferson County plans to provide some of the construction funding for the project, and the County also intends to provide construction engineering and inspection services while the project is underway. As a result, they require detailed plans that comply with their requirements and are more suitable for their construction inspection processes. The City now intends to end its contract with EDG and wishes to engage Sain to prepare the required detailed plans. *EDG*

The following understanding is based on information provided by the City during phone conversations, and will be the basis of the proposed scope of services below.

- Topographic and right-of-way survey has been previously completed by Engineering Design Group and will be provided for Sain's use in project design. Sain will not be responsible for the accuracy and completeness of the survey data to be provided by the City.
- Signal improvements are not required and will not be included in the scope of the project. The City will likely install sidewalk and pedestrian improvements in the future as part of a separate project.
- Utility coordination will be required for the project, as aerial utilities will need to be relocated to avoid conflict with the new turn lane. An existing water line may also be impacted, but the City and County are in agreement with leaving the water line in place beneath the new turn lane, if BWWB approves of this approach. Location of existing utilities is not included in Sain's scope of work, since this work has already been completed by Engineering Design Group as part of the initial survey.



- The need for environmental clearances and/or technical studies is not anticipated and is not included in this scope of services.
- Additional right-of-way and/or easements will be necessary for construction. The County will handle any acquisitions that are necessary, and tract sketches and legal descriptions will be provided by Engineering Design Group for the County's use. As a result, these services have been excluded from this scope of services.
- This project should not require an NPDES permit from ADEM, since the area of disturbance should not exceed 1 acre. As a result, this permitting process has been excluded from this scope. In the event that the footprint of the improvements increase, and a permit is necessary, Sain will submit a supplemental agreement for the City's consideration.
- Geotechnical investigation and recommendations are desired in the location of the required turn lane and have been included in this scope of services.
- Jefferson County will bid the project; therefore advertising, bidding assistance, and preparation of contract documents are not included in this scope. The County also intends to perform any Construction Engineering and Inspection (CE&I) services that are necessary during construction.
- During the project, if the City requests that Sain perform any of the above items excluded from the current scope, Sain would be pleased to submit a supplemental agreement for the City's consideration.

Scope of Services

Roadway Design Plans:

Upon receiving notice to proceed from the City, along with receiving the completed topographic and right-of-way survey, Sain will prepare a preliminary (30%) plan set for review by the City and the County. The proposed design will be based on the preliminary plan set prepared by EDG, but Sain will modify linestyles and formatting of the existing survey file to satisfy the County's presentation guidelines. The 30% plan set will be intended to establish the extents of any right-of-way which must be acquired for the project. This set will be submitted to the City and County for review and comment prior to proceeding with preparation of the final plan assembly. Upon receiving and addressing any 30% comments from the City and County, Sain will initiate the utility coordination task below, and Jefferson County will proceed with acquiring the necessary right-of-way for the project. Sain will also continue with the development of the overall plan assembly, in preparation for a PS&E (85%) submittal and review. The following plan sheets are expected to be included in the overall final plan assembly:

- Title sheet with index
- Legend and abbreviations sheet
- Project notes
- Roadway typical sections and ditch typical sections
- Quantity summary list
- Geometric control layout
- Plan and profile sheet
- Drainage profiles and details, as necessary
- Paving layout and signing and striping sheet



- Traffic control notes and details
- Traffic control plans
- Utility sheets
- Erosion control plans
- Cross sections

Sain anticipates that the required storm drainage system will consist of a combination of concrete flumes, driveway pipes, and ditches, along with the extension of an existing culvert. The following storm design years will be used for analysis of the required drainage system:

- Inlets and closed storm sewer pipe - 10 year
- Crossdrain/culvert - 50 year but not overtop for the 100 year
- Ditches -25 year, unless downstream of crossdrain/culvert, then follows the same design storm as crossdrain/culvert

In addition to the 30% and 85% plan submittals described above, Sain will submit 100% plans for review and approval by the City and County. An opinion of probable construction costs will be included with each plan submittal. Plans will be prepared to current ALDOT and Jefferson County standards and specifications.

Utility Coordination:

The project will impact existing utilities which will require relocations. Existing aerial utilities and underground communication and water lines are located within the footprint of the proposed turn lane. Sain will prepare utility plan sheets to be part of the final plan assembly and will provide plans to utility owners for a review of potential conflicts. Sain will coordinate with the City, County, and utility owners to determine if relocations are necessary, and will incorporate into the plan set any relocation plans prepared by utility companies for the contractor's reference. Sain's preparation of utility relocation plans is not included in this scope of services. We understand Jefferson County utility agreements will be necessary for any relocations, and Sain will assist in coordinating these agreements.

Geotechnical:

Building and Earth, Inc. will prepare the geotechnical investigation report, as detailed in the attached proposal, in order to provide geotechnical recommendations for the project.

Meetings and Reviews:

Sain has budgeted for the following face-to-face meetings. A face-to-face 30% review meeting is not anticipated since preliminary plans were prepared and reviewed previously by the City and County.

- 85% review meeting, including comment response letter to County
- One additional meeting with the City and/or County



Construction services:

Sain will be available during construction to assist the City and Jefferson County as needed. This may include responding to RFIs and technical questions concerning the plans, addressing issues that may arise during construction, or making field visits requested by the City or County. The not to exceed budget amount below is based on one person for 2 days per month for 4 months. The County will perform the project management and CE&I for the project.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: topographic and ROW survey, location of existing utilities, ROW appraisals and acquisitions, ROW staking, tract sketches and legal descriptions, environmental document and studies, retaining wall design, signal design, landscaping or irrigation design, CE&I, or other work not specifically included. Although not anticipated at this time, if the need arises for any of the items listed above, we will not begin the work until we have received written authorization from you to proceed with the additional services.

Fees

We propose to provide the above described services based on the following fee schedule:

Construction Documents	Lump Sum \$52,350
Utility Coordination.....	Lump Sum \$8,750
Geotechnical Exploration.....	Lump Sum \$9,600
Meetings and Reviews.....	Lump Sum \$8,250
Construction Services	Hourly not to exceed \$10,500
Total Estimated Budget.....	\$89,450

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.



Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

The City and County desire to advertise the project for bidding in June of 2025. Below is a tentative schedule to achieve this bid date. However, this timeline is considered very aggressive, and it would require no delays associated with utilities and right-of-way. These two items, utility relocations and the need for additional right-of-way, often extend beyond 6 months due to factors beyond the City or Sain's control. In addition, since Jefferson County will be acquiring the necessary right-of-way for the project, it is important that the City communicate with the County regarding the feasibility of achieving the schedule below.

- November 18, 2024 – Receive signed contract and topographic survey from City
- December 20, 2024 – 30% submittal for review and comment
- January 2025 – Receive comments from City and County; Sain to initiate utility coordination; County to begin right-of-way acquisition (tract sketches and legal descriptions to be provided by EDG).
- March 2025 – PS&E (85%) submittal for review and comment
- April 2025 – PS&E review meeting with City and County
- May 2025 – Submit final plans for review and approval. *Utility relocation plans must be completed by utility owners prior to this date, and acquisition of any necessary right-of-way will need to be completed by the County prior to this date. If delays are encountered due to utilities or right-of-way, the bid date may need to be delayed.*
- June 2025 – Advertisement for bid by Jefferson County

Rocky Ridge Road Turn Lane
City of Vestavia Hills
November 4, 2024
Page 6



Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
Infrastructure Team Leader/Associate
AL #32400

Enclosures:
Building and Earth, Inc. proposal
Sain Terms & Conditions (sch. 2024)

OFFERED:

SAIN ASSOCIATES, INC.

BY: Alicia Bailey, P.E.
Practice Leader/Sr. Principal
AL Reg. #26339

Signature of Authorized Representative

Date: 11/4/2024

ACCEPTED:
CITY OF VESTAVIA HILLS, ALABAMA

BY:

Signature of Authorized Representative

Print Name & Title

Date:

November 4, 2024

Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243

Attn: Nathan Currie, P.E. (ncurrie@sain.com)

Subject: Proposal to Provide Subsurface Exploration and
Geotechnical Services
Rocky Ridge Road Turn Lane Addition
Vestavia Hills, Alabama
Building & Earth Proposal No.: BH26472

Dear Mr. Currie:

Building & Earth Sciences Inc. is pleased to submit this budget to provide subsurface exploration and geotechnical consultation services for the above referenced project. This letter documents our understanding of the proposed construction, outlines our approach to the work, and presents an estimated budget for our services.

PROJECT INFORMATION

We understand that minor resurfacing and widening for a northbound turn lane along Rocky Ridge Road is planned at the intersection of Dolly Ridge Road in Vestavia Hills, Alabama. Based on the provided plan sheets, the improvements will extend approximately 300 feet south of the intersection, along Rocky Ridge Road. Additionally, a cut slope measuring approximately 4 feet in height at a proposed 2:1 inclination is planned along the western boundary of the improvements.

Furthermore, we assume the pavement section for the turn-lane will be designed using the equivalent build-up method. The new pavement section will match the build-up of the existing thru lane of Rocky Ridge Road.

SCOPE OF SERVICES

Our scope of work will be performed in general accordance with the *State of Alabama Geotechnical Manual*, prepared by ALDOT Bureau of Materials and Tests Geotechnical Division, dated 9/7/2021. The purpose of the subsurface exploration will be to determine existing pavement section thicknesses, determine general subsurface conditions and to gather data on which to base a geotechnical evaluation with respect to the proposed construction.

A geotechnical site reconnaissance and subsurface exploration consisting of the following:

- Drilling: We will perform a total of two (2) soil test borings in the proposed turn lane and slope area to a depth of 15 feet. Borings will be performed at locations shown in the boring location plan on the following page. Borings will be advanced to termination depth or auger refusal, whichever occurs first.
- Sampling: Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed. Five samples will be taken in the upper 10 feet and at 5-foot intervals thereafter. Borings will be located in the field using a hand-held GPS or measuring from existing site features. Boring locations may be adjusted in the field based on utility locations and/or other site features.
- Due to the presence of existing utilities, one (1) hand auger with Dynamic Cone Penetrometer (DCP) Testing will be performed near the beginning of the improvements to a depth of 5 feet below existing grades.
- Three (3) pavement cores will be collected in the existing travel lane of Rocky Ridge Road to determine the existing pavement section thicknesses.
- We will call Alabama 811 in order to identify existing underground utilities. Due to the presence of overhead utilities near the intersection, borings will be located in the field in accessible areas. **We request right of entry from any property owners be provided to us prior to our mobilization.**

After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. Once groundwater readings are recorded, borings will be backfilled with auger cuttings. Excess auger cuttings will be disposed of onsite.

Pavement recommendations will be made based on the equivalent build-up method. A Pavement Condition Survey is beyond the scope of this proposal.

The results of our work will be documented in a written report which will provide existing asphalt thicknesses and an appropriate section for the proposed turn lane.

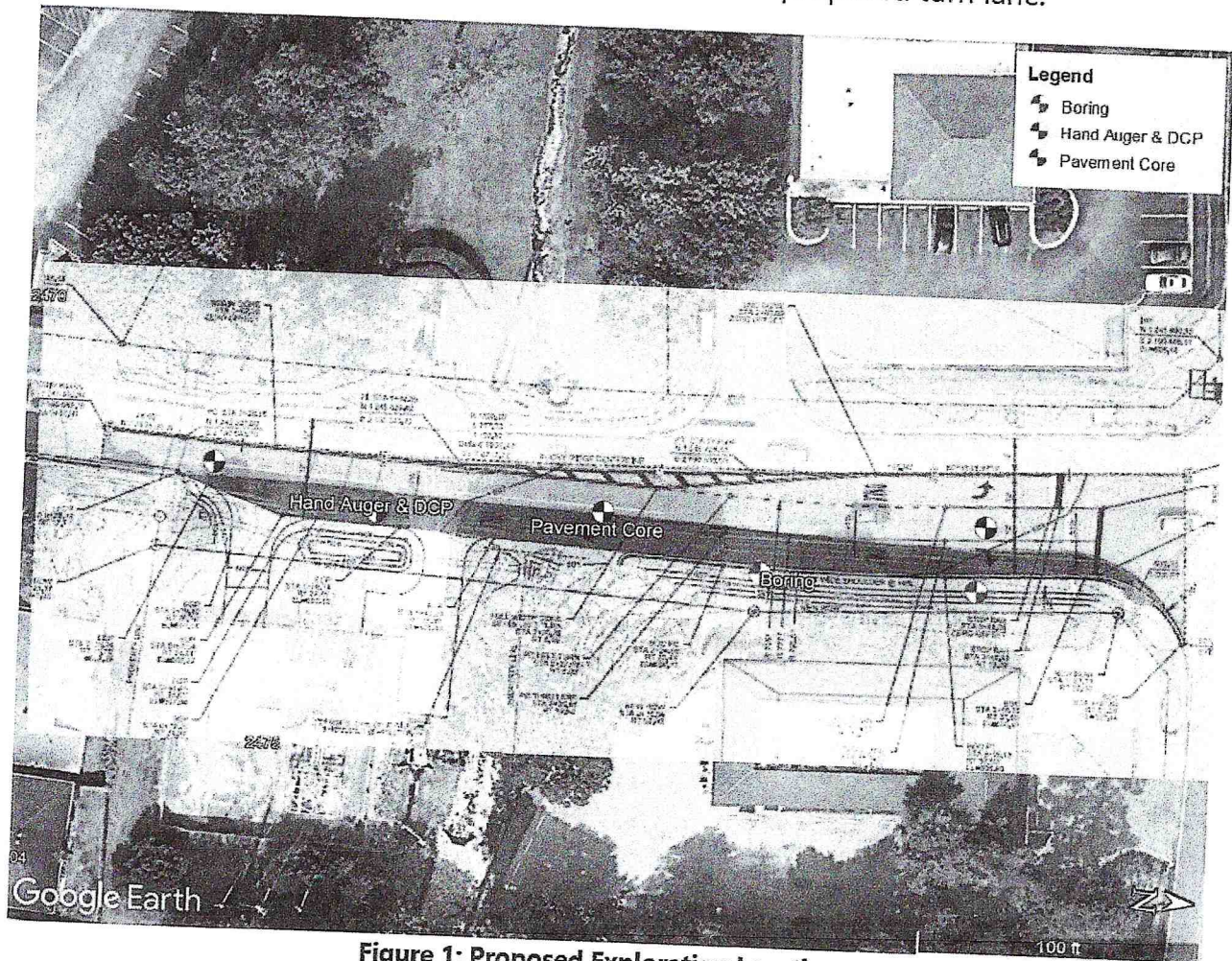


Figure 1: Proposed Exploration Locations

Laboratory Testing

The quantity and nature of the laboratory tests we perform will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests:

Test	ASTM	No. of Tests
Natural Moisture Content	D2216	10
Atterberg Limits	D4318	2
Material Finer Than No. 200 Sieve by Washing	D1140	2

UTILITIES / SITE ACCESS

We will contact the Alabama One-Call Center to locate underground utilities at the site. We request the current owner provide us with any available information regarding underground utilities. Building & Earth will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

Temporary lane closures will be required along Rocky Ridge Road in order to obtain asphalt cores. **We have assumed that traffic control will be provided by the City of Vestavia and have not included associated costs in our scope of work.**

Asphalt coring locations will be patched with cold mix asphalt patch. The boring and coring locations and elevations will be estimated based on provided construction plans or Google Earth aerial photography information. **No surveying is included in this proposal.**

BUDGET

Base Services Fee:

Task	Fee
Subsurface Exploration	\$5,300.00
Laboratory Testing	\$700.00
Engineering Analysis and Reporting	\$2,000.00
LUMP SUM FEE	\$8,000.00

Authorization

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the estimated budget without prior authorization.

After issuance of the report, any additional revisions, client meetings, and/or consultations will be billed on a unit fee basis for a Geotechnical Professional at a rate of **\$150/hr.**

AUTHORIZATION AND SCHEDULE

We assume a PO will be issued which will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. We anticipate that the field exploration could be started within 20 business days after receiving written

authorization to proceed and will take 1 day to complete. The written report will be available within 15 business days following completion of the field exploration.

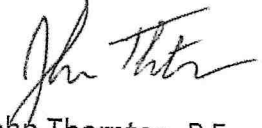
We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

We appreciate the opportunity to submit this proposal for coring and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,

BUILDING & EARTH SCIENCES, INC.


John Thornton, P.E.
Project Engineer


Joey Jones, P.E.
Branch Manager – Principal

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$220.00 - \$315.00 per Hour
Engineer/Planner	\$110.00 - \$168.00 per Hour
Senior Engineer	\$173.00 - \$240.00 per Hour
GIS Analyst	\$115.00 - \$136.00 per Hour
GIS Professional	\$148.00 - \$158.00 per Hour
Designer	\$100.00 - \$147.00 per Hour
Surveyor	\$115.00 - \$163.00 per Hour
Survey Crew (1-Person)	\$115.00 per Hour
Survey Crew (1-Person + Robot)	\$175.00 per Hour
Survey Crew (2-Person)	\$200.00 per Hour
Survey Crew (3-Person)	\$252.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Administrative Support	\$68.00 - \$98.00 per Hour

Reimbursable Expenses

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

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts exceeding 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts exceeding 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with, and limited to, the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a reasonably prudent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

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.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor, or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

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 or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client and are not intended as an end-product. Any use, conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Liability

Notwithstanding to the extent permitted by law, the total liability in the aggregate of Consultant and Consultant's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant under this Agreement.

Consultant's Choice of Arbitration or Litigation

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by litigation in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Consultant shall agree to indemnify and hold the other harmless and their respective officers, employees, and directors, from and against all liability, claims, damages and expenses, including reasonable attorneys' fees, but only to the extent such losses, damages, or expenses are caused by the negligent party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of limitations.

Force Majeure

The Consultant shall not be responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

Termination of Contract

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

Ownership of Documents

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

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 Waiver

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.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any other condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without affecting the remaining provisions.

Schedule 2024

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

February 6, 2025

By Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Resolution Number 5543
Agreement With Sain Associates, Inc.

Dear Mr. Downes:

My Agenda packet for the February 10, 2025 City Council meeting included a proposed Resolution Number 5543 authorizing and directing the execution and delivery an Agreement with Sain Associates, Inc. ("Consultant") for professional engineering services regarding the project for a right-turn lane and improvements on Rocky Ridge Road at the intersection of Rocky Ridge Road and Dolly Ridge Road in the City of Vestavia Hills.

It is my understanding that Resolution Number 5543 will be introduced by a first read at the meeting on February 10, 2025. My legal opinion and recommendations for changes to the two documents are set forth below.

I. LEGAL ISSUE ONE

A. LEGAL ISSUE ONE: Can the City legally indemnify, defend, hold harmless and limit the liability of the Consultant as required on page 2 of the Sain Associates, Inc. Terms and Conditions?

B. LEGAL OPINION: It is my legal opinion that a city cannot spend public funds to indemnify, defend and hold harmless other parties.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the following:

1. Constitution of Alabama of 1901: Section 94, as amended by Amendments 112 and 558, of the Constitution of Alabama provides as follows:

“The Legislature shall not have power to authorize any county, city, town or other subdivision of this state to lend its credit or to grant public money or thing of value in aid of or to any individual, association or corporation whatsoever.”

2. Municipalities in Alabama May Spend Public Funds Only for Public Purposes: Municipalities in Alabama may spend public funds only for public purposes. The Supreme Court of Alabama has interpreted the language of Sections 93 and 94 of the *Constitution of Alabama* to allow appropriations of public funds when the appropriation is used for public purposes. *Alabama Constitution* amend. 93; *Alabama Constitution* amend. 94; *Slawson v. Alabama Forestry Comm’n*, 631 So.2d 953 (Ala.1994). *Opinion of the Justices No. 269*, 384 So.2d 1051 (1980); *Stone v. State*, 251 Ala. 240 (1948).

It is my legal opinion that spending public funds to indemnify a private entity is “not for a public purpose.”

D. MY RECOMMENDATION: I recommend that the following sections on page 2 of the Terms and Conditions be deleted:

Limitation of liability.

Indemnification.

Conflicting or Inconsistent Terms/Severability.

II. MY RECOMMENDATIONS

With respect to Resolution Number 5543, I recommend the following:

A. THE SAIN PROPOSAL: I amended the Sain Proposal by deleting the sections regarding Limitation of Liability, Indemnification and Conflicting or Inconsistent Terms/Severability. From a legal standpoint, I recommend that the City Council approve the amended Proposal. The amended Proposal is attached to the Agreement as Exhibit 1 thereto.

B. CONTRACT TEMPLATE: The City has the customary practice of using its contract template for Agreements for Professional Engineering Services. I have prepared the Agreement with Sain using the contract template. The Agreement with Sain for professional engineering services using the City contract template is attached to Resolution Number 5543 as Exhibit A.

February 6, 2025

Page 3

C. **RESOLUTION NUMBER 5543**: I have revised the initial draft of Resolution Number 5543 to "tell the story." I recommend, from a legal standpoint, the approval and adoption of Resolution Number 5543.

Please call me if you have any questions regarding any matters set forth herein. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick H. Boone", with a long horizontal flourish extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosures

cc: City Clerk Rebecca Leavings (by e-mail)
Assistant to City Manager Melissa Hipp (by e-mail)



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

February 10, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc: Conrad Garrison, City Planner

RE: Public Hearing - Ordinance Number 3263 - Rezoning - 4564 Pine Tree Circle; Lot 32, Topfield Subdivision; Rezone from Vestavia Hills R-1 to Vestavia Hills O-1 for construction of an office building; Andrew Noto, owner

Background:

Property is located in an area transitioning to commercial. Request is to rezone from VH R-1 residential to VH O-1 for construction of an office building.

Recommendation:

P&Z recommendation is attached.

Fiscal Impact:

na

Attachments:

1. Ordinance 3263

ORDINANCE NUMBER 3263

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-1 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-1(low density residential district) to Vestavia Hills O-1 (office park district):

4564 Pine Tree Circle
Lot 32, Topfield Subdivision
Andrew Noto, Owner(s)

BE IT FURTHER ORDAINANED, said rezoning is conditioned upon construction of an office building substantially as the one in the drawings and site plan presented with application and attached to this Ordinance Number 3263.

APPROVED and ADOPTED this the 24th of February, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

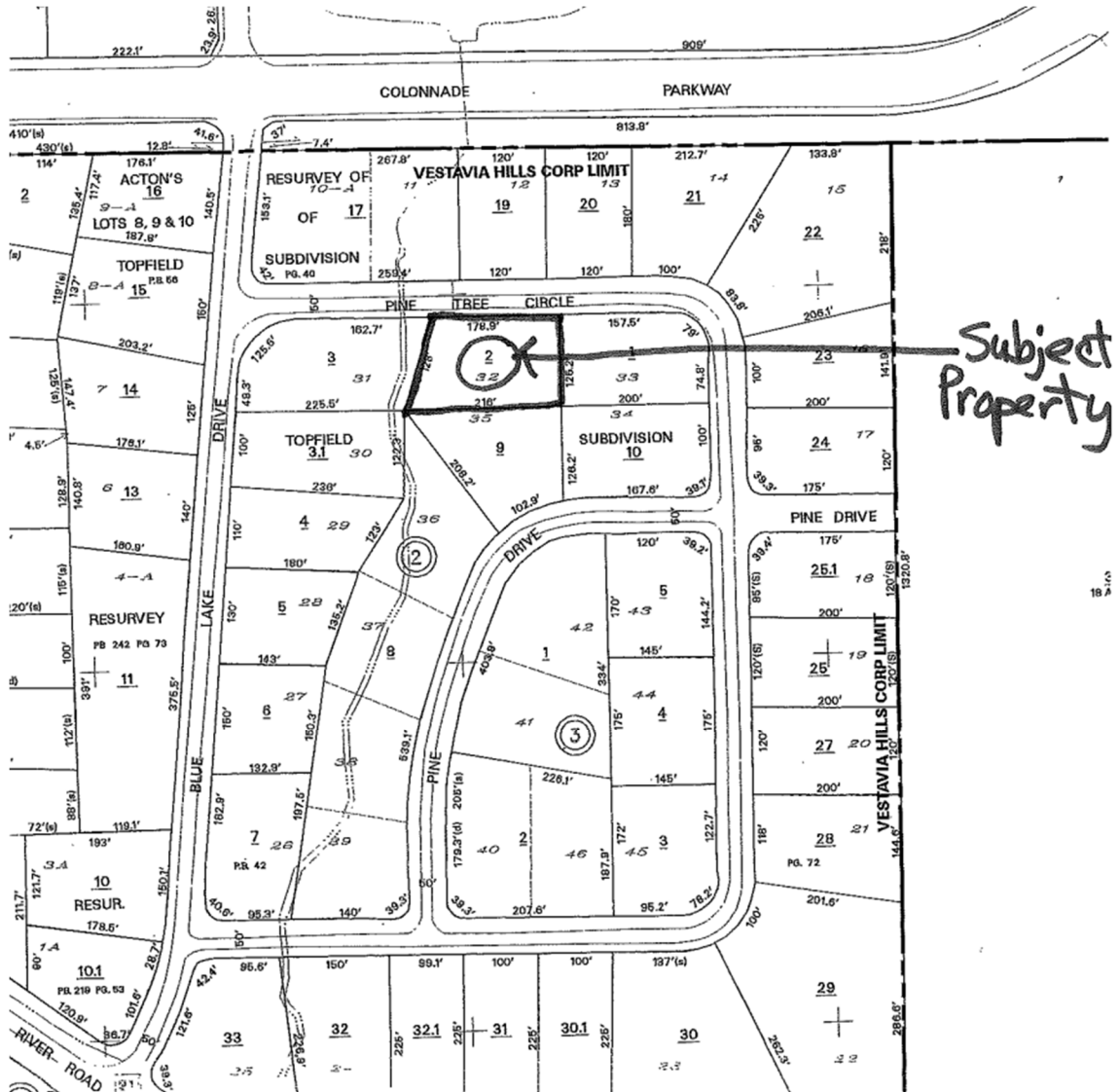
Rebecca Leavings
City Clerk

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 3263 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 February, 2025 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 _____, 2025.

Rebecca Leavings
City Clerk





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-24-15

Owner Name: Derek Lemke

Owner Address: 270 Doug Baker Boulevard, Birmingham,
AL 35242

Representative: Joey Miller

Rep. 3 Riverchase Ridge, Hoover, AL
Address: 35244

Project Address: 4564 Pine Tree Circle, Vestavia, AL 35243

Legal Description: Lot 32 Topfield Subdivision, Map Book 42, Page 72, Vestavia, AL

Parcel ID Number: 28-00-27-4-002.002.000

Current Zoning: R-1

Requested Zoning: O-1

Intended Purpose: Construction of Office Building

MOTION Mr. Blackenburg made a motion to recommend Rezoning for 4564 Pine Tree Cir. from Vestavia Hills R-1 to Vestavia Hills O-1 conditioned on the site plan and renderings presented in the application. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

P&Z Recommendation: Mr. Farrell – yes Mr. Romeo – yes
Mr. Honeycutt – yes Mr. Maloof – yes
Mr. Blakenburg – yes Ms. Cochran – yes
Mr. Sykes – yes Mr. Vercher – yes
Motion carried.

Date of P&Z Meeting: January 9, 2025

Authorized by:

Issued by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair
Conrad Garrison, City Planner

BUILDER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES.
BUILDER IS RESPONSIBLE FOR PROVIDING A SITE FREE FROM DRAINAGE PROBLEMS.

300' TO BLUE LAKE DRIVE FND 1" CRIMP IRON

PINE TREE CIRCLE

ASPHALT PAVEMENT

50' ROW

STOP FENCE AT BUILDING LINE

S89° 39' 22.00"E

180.22' M
179.83' R

5' BUFFER

30' BL

PORCH

4564 PINE TREE LANE

OFFICE BUILDING

STAKE 85.00' X

62.33' BOX

4600 SF 1ST FLOOR

1200 SF 2ND FLOOR

5800 SF TOTAL

5800 / 250 = 23 PARKING
REQUIRED

85.0'

34.43'

FIELD LINE AREA
DO NOT DISTURB

37.97'

LOT 32

24,767 SF OR 0.57 AC

10' BUFFER

216.37' M 216.0 R

10' BUFFER

N89° 42' 31.91"W

FENCE ALONG PROPERTY LINE

LOT 35

TOPFIELD SUB.

MB 42, P 72

INSTALL SILT
FENCE AS NEEDED

THIS LOT IS NOT IN A FLOODPLAIN

MAP NUMBER: 01073C0586 H

DATED: 09-24-2021

PREPARED FOR:
CLARK PARKER
EMBASSY HOMES
205-949-5527

SCALE: 1"=30'

PLOT PLAN FOR

LOT 32

TOPFIELD SUBDIVISION

MAP BOOK 45 PAGE 97
CITY OF VESTAVIA, JEFFERSON COUNTY, ALABAMA

PREPARED BY
MTTR ENGINEERS 3 RIVERCHASE RIDGE, HOOVER, AL. 35244

INSERT CONSTRUCTION
EXIT AT DRIVE
LOCATION



NEW OFFICE
RIGHT DRIVE
12-04-24





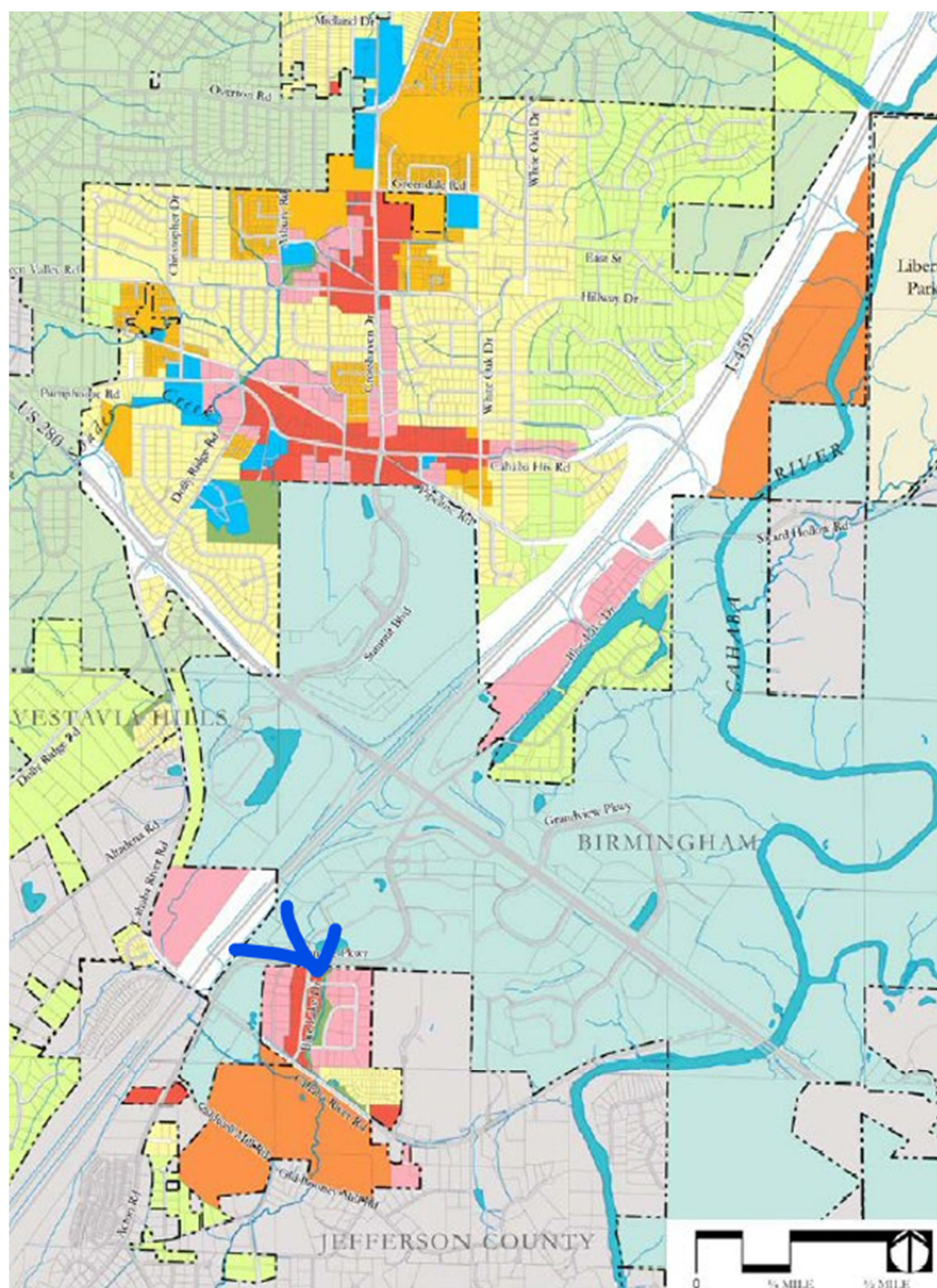


Figure 4: Future Land Use Map



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

February 10, 2025

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing - Ordinance Number 3264 - An Ordinance
Authorizing The Mayor And City Manager To Execute And Deliver
An Agreement With Rivertree Systems, Inc. For Auditing Services
For The City Of Vestavia Hills

Background:

The City of Vestavia Hills previously designated Rivertree Systems, Inc. ("Rivertree"), for auditing and collection services pursuant to a certain written agreement which has since expired.

The Finance Director has received a new 3-year agreement with Rivertree with amendments as required under Act No. 2016-406 of the Alabama Legislature regarding Final Assessments and Terminations. A copy of said agreement is marked as "Exhibit A" attached.

Recommendation:

The Finance Director and City Manager have reviewed and have recommended approval to continue utilization of Rivertree's services.

Fiscal Impact:

Net Revenue from audits is included in budget.

Attachments:

1. Ordinance 3264
2. Exhibit A

ORDINANCE NUMBER 3264

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH RIVERTREE SYSTEMS, INC., FOR AUDITING SERVICES

WHEREAS, the City of Vestavia Hills City Council previously designated Rivertree Systems, Inc. (“Rivertree”), for auditing and collection services pursuant to a certain written agreement which is set has now expired; and

WHEREAS, the Finance Director has received a new 3-year agreement with Rivertree with amendments as required under Act No. 2016-406 of the Alabama Legislature regarding Final Assessments and Terminations. A copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Ordinance Number 3264 as if written fully therein; and

WHEREAS, the Finance Director and City Manager have reviewed said agreement and have recommended approval to continue utilization of Rivertree’s services.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said agreement with Rivertree Systems, Inc.; and
2. This Ordinance Number 3264 shall become effective immediately upon adoption and approval.

APPROVED and ADOPTED this the 24th day of February, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



RIVERTREE SYSTEMS, INC
GOVERNMENTAL AUDITING SERVICES

AUDITORS FOR THE FOLLOWING ALABAMA CITIES AND COUNTIES:

**Alabaster*Alexander City*Andalusia*Calera*Chelsea*Columbiana*Decatur*Gadsden*Gardendale
Glencoe*Gulf Shores*Hartselle*Helena*Homewood*Hueytown*Irondale*Jacksonville
Jasper*Leeds*Lincoln*Madison*Millbrook*Montevallo*Montgomery*Moody*Mountain Brook*Northport
Orange Beach*Pelham*Pell City*Prattville*Talladega*Trussville*Tuscumbia*Vestavia Hills
Colbert County & Montgomery County**

January 9, 2025

City of Vestavia Hills
Attn: Melvin Turner/Zach Clifton

RE: Audit Contract

Attached is Rivertree Systems, Inc. Revenue Report for the City of Vestavia Hills for the time period January 2021 thru December 2024.

I have also attached the current authorization letter we currently have on file.

Once the contract is signed Rivertree would need an update letter with any changes that may have occurred since the previous letter was issued (Ex. Mayor/City Council changes)

The contract that was sent is the same exact contract as the previous one, there were no changes.

Please feel free to contact me with any questions at (205) 988-0331 ext. 301 or via email jimrivertree301@yahoo.com.

Thank You

A handwritten signature in black ink, appearing to read 'James Thomas', is written over a large, faint circular stamp or watermark.

James Thomas

RiverTree Systems Audit Revenue Report
City of Vestavia Hills
January 2021 - December 2024

Year	Audit Revenue	Audit Fee
2021	\$ 57,870.31	\$ 16,331.25
2022	\$ 79,499.79	\$ 23,925.00
2023	\$ 24,633.28	\$ 7,031.25
2024	\$ 13,945.42	\$ 5,006.25
	\$ 175,948.80	\$ 52,293.75

Total Audit Revenue:	\$175,948.80
Total Audit Fee:	\$52,293.75
Net Revenue to City:	\$123,655.05

* Please Note: The above revenue figures do not include any continuing taxpayer compliance revenues resulting from RiverTree Systems audit work.

Compliance revenue is generated from taxpayers who, until audited, did not remit correctly to the City. Those taxpayers are now registered with the City and continue to produce revenues in the form of:

- Business License calculations, purchases and/or renewals
- Sales, Sellers Use, Consumer Use, Lodgings, Gas Excise, Rental/Lease Tax, etc. remittances

STATE OF ALABAMA**COUNTY OF JEFFERSON****AGREEMENT FOR EXAMINATION SERVICES**

THIS AGREEMENT made and entered into on this the ____ day of _____ 2025

by and between the **CITY OF VESTAVIA HILLS**, hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "RIVERTREE").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:
 - a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
 - b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.
 - c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other city tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
 - d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.
- g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the CITY OF VESTAVIA HILLS.

2. Compensation. It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour**.

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties

acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

Billing to Clients

1. The client will receive an Invoice Billing along with a check (made to client) for billable worked hours.
2. The client will receive a Billing Invoice on Final Assessments once a certified mail receipt is received for the Taxpayer. The audit package will be forwarded to the clients to provide an Administrative Law Judge Hearing, if self-administered, or start Legal Action. Rivertree will assist on all hearing matters.
3. Erroneously "Paid Tax" audits, Rivertree Systems will hold the "Notice of Tax Due" for 90-days to allow a refund from the "wrong jurisdiction." Once the 90-days has expired, the Refund Petition, Notice of Tax Due, tax billings, and audit work papers will be forwarded to the client to handle the "underpayment." An invoice will be attached for hours worked.
4. On Client Requested Reviews, at a minimum of 4-hours will be invoiced even if "No Findings."

3 Representations and Warranties. RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement,

including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights are currently in effect and hereafter amended.

- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4. **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse

Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of the Code of Alabama (1975-40-2A-12, this Agreement shall not be renewed or extended beyond such one-year term: provided, however, that parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license

required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. Assignment; Subcontracting of Services. Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Vestavia Hills, Alabama. Either party may terminate the

mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the Circuit Court of Jefferson County, Alabama and governed by the laws of the State of Alabama between the CITY OF VESTAVIA HILLS and RIVERTREE.

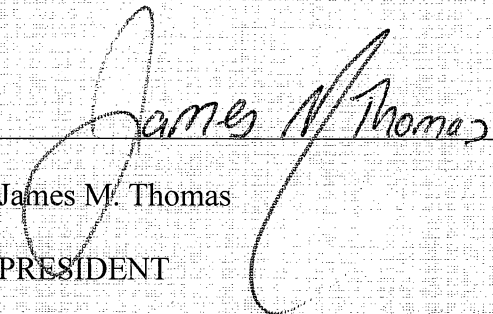
IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

CITY OF VESTAVIA HILLS

By: _____

Title: _____

RIVERTREE SYSTEMS, INC.



James M. Thomas
PRESIDENT



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

February 10, 2025

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None