



**Vestavia Hills
City Council Agenda
April 14, 2025
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Don Richards, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation - Day of Prayer and Thanksgiving on April, 22, 2025
8. Proclamation - Two Lights for Tomorrow Day - April 18, 2025
9. City Manager's Report
10. Councilors' Reports
11. Approval Of Minutes - March 24, 2025 regular meeting minutes

Old Business (Public Hearing)

12. Public Hearing - Ordinance Number 3269 - An Ordinance Authorizing the Mayor and City Manager to Execute Easement Documents Associated with the Future Installation of Gateway Signage at Montgomery Highway and Interstate 65 and expressing grateful appreciation to Steve Issis, Sr., and FAM Properties LLC for said easement dedication
13. Public Hearing - Ordinance Number 3270 - An Ordinance authorizing the Mayor and City Manager to execute a Joint Use Agreement with the City of Mountain Brook for a fire training facility

New Business

14. Resolution Number 5559 - A Resolution to reschedule the regular meeting of the City Council scheduled for May 26, 2025 to May 21, 2025, in observance of Memorial Day and cancelling the regular work session scheduled for May 19, 2025 in observance of the Vestavia Hills High School graduation
15. Public Hearing - Resolution Number 5561 - A Resolution approving an 020 - Restaurant Retail Liquor license for WCB Vestavia 31, LLC d/b/a Waldos Chicken and Beer located at 1463 Montgomery Highway; Jesse W. Saunders and Michael C. Atherton, executives

New Business Requesting Unanimous Consent (Public Hearing)

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

16. Public Hearing - Resolution Number 5560 - A resolution authorizing the City Manager to execute and deliver a professional engineering services agreement with Caprine Engineering to provide additional master planning services for the Sicard Hollow Athletic Complex in Vestavia Hills.
17. Public Hearing - Ordinance Number 3271 - An Ordinance Accepting the Dedication of Excess Right-Of-Way of Interstate 459 by the Alabama Department of Transportation to the City for Maintenance and use in a new Roundabout at the Intersection of Cahaba Heights Road, Sicard Hollow Road and Blue Lake Drive and Authorizing the Mayor and City Manager to Execute and Deliver Agreements to Secure said ROW
18. Citizens Comments
19. 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, prayer is our communication with the Heavenly Father; and

WHEREAS, it enables mankind to give thanks for the life we sometimes take for granted; and

WHEREAS, prayer seems to soften our sorrow and make our griefs and hardships bearable; and

WHEREAS, through prayer we can be prepared to become the instruments of His peace; and

WHEREAS, prayer is a candle that can rekindle the light that will repel the darkness in our midst; and

WHEREAS, by our unity others may know that we are one with the Father and His peace; and

WHEREAS, only as we are filled with the power of God can we do the things the Lord wants of us in any area of our lives; and

WHEREAS, the annual Dogwood Prayer Breakfast will be held Tuesday, April 22nd at the Vestavia Hills Civic Center.

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 April 22, 2025 as a special

DAY OF PRAYER AND THANKSGIVING

in Vestavia Hills and earnestly call upon all people of faith and goodwill to support this spiritual effort so that together we may offer prayer, praise and thanksgiving.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Vestavia Hills to
be affixed this the 14th day of April
2025.

Ashley C. Curry, Mayor

WHEREAS, the City of Vestavia Hills, Alabama recognizes the importance of honoring and commemorating the two-hundred-fiftieth anniversary of the founding of our nation; and

WHEREAS, the events of 1775 that began the revolution the year before independence was declared are significant moments that signaled the creation of a national identity and unity of purpose that transcended national geographic, cultural and societal divides; and

WHEREAS, on the evening of April 18, 1775, with impending hostile action from the British Army in Boston, Massachusetts, Paul Revere and William Dawes along with other alarm riders undertook a perilous ride to alert everyone in the countryside of the coming danger; and

WHEREAS, preceding their departure from Boston, a prearranged signal was set in the Old North Church steeple to ensure that the message got out and did not solely rely on just one or two alarm riders; and

WHEREAS, the two lanterns that were the signal were immortalized in Henry Wadsworth Longfellow's poem *Paul Revere's Ride* as "One if by land, and two if by sea" and have become an enduring symbol of American vigilance, perseverance and preparedness in the face of adversity; and

WHEREAS, we are reminded, 250 years later, that the call for unity and the call to serve each other is no less relevant today than it was then; and

WHEREAS, a national initiative has been proposed by the United States Semiquincentennial Commission that two lights be displayed in public spaces across the country for all to see marking that significant anniversary in April 2025 and the beginning of the 250th anniversary commemorations leading up to the Declaration of Independence on July 4, 2026; and

WHEREAS, the City of Vestavia Hills supports and encourages community events that promote patriotism, unity and reflection on our shared history.

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 April 18, 2025 as

TWO LIGHTS FOR TOMORROW DAY

in Vestavia Hills and encourage reflection on the idea that all these historic events were endeavoring toward one common goal: the chance to embrace our God-given rights of life, liberty and the pursuit of happiness.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the Seal
of the City of Vestavia Hills to be affixed
this the 14th day of April 2025.

Ashley C. Curry, Mayor



**Vestavia Hills
City Council Minutes
March 24, 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, Council members Kimberly Cook, Paul Head, and George Pierce

MEMBERS ABSENT: Mayor Ashley Curry

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; Lori Beth Kearley, Public Works Director; Ryan Farrell, Asst. Fire Chief; Umang Patel, Court Director; Taneisha Tucker, Library Director
**Participated via Zoom.*

3. Invocation - Sam Williamson, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor Pro-Tem opened the floor for a motion to approve the agenda.

MOTION: Approve the agenda as presented. Motion By: George Pierce. Seconded By: Kimberly Cook.

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

Pierce.

No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Mrs. Cook welcomed Josh Carr, Boy Scout Troop 4, Vestavia Hills, who was attending, to obtain his Citizenship in the Community merit badge.
- Mrs. Cook announced an upcoming vacancy on Vestavia Hills Board of Education. The submission portal is on the City's website. The deadline to apply is April 14, 2025, at 5 PM. Personal interviews will begin on April 23 and conclude, if needed, on April 25. Interviews will be scheduled when the application is received. Applications may be submitted online.
- Mr. Pierce welcomed Ashley Moss and Jamie Black, Chamber of Commerce Board Members who were in attendance.
- Mr. Pierce announced that the Chamber is sponsoring a Masters Putt Putt event to be held on Saturday, April 5, from 9 AM to 1 PM, at Scout Square with proceeds to RISE.
- Mr. Pierce announced that the Chamber will host the annual Dogwood Prayer Breakfast April 22, 2025, beginning at 6:45 AM at the Vestavia Hills Civic Center. Speakers are Gary Godfrey and Kerry Goode. Gary was an Auburn basketball player who defended Charles Barkley during basketball practices and Kerry played football at the University of Alabama. They will share their message about living with ALS, helping others affected by ALS, and the importance of making each and every day count.

7. City Manager's Report

- Mr. Downes explained that the City's annual strategic planning revealed there needs to be an easier way to navigate the timelines of city projects. He showed an example of one his team has loaded to the website and explained the status of the following projects.
 - Columbiana/Hwy 31 intersection project is completed except the final striping that will be applied within the next couple of weeks. He explained the improvements to this intersection.
 - Blue Lake and Sicard Hollow Road round-about is on schedule for summer completion. It had an unanticipated utility conflict at first, but has moved along quickly once this was resolved.
 - Massey Road project work revealed a water main that conflicted with the plans, which were originally confirmed by BWWB. Now the water main must be relocated, which has slowed down the project. The project is projected to be a fall completion, but sooner if this unexpected problem is resolved quickly.
 - The Highway 31 Pedestrian Bridge span structures are set for delivery in April. The electrical attachments will be installed there and then erected onto the support towers during the middle of the night as this will require closing all lanes of Highway 31 traffic during the installation. Mr. Downes invited the Council on a field trip sometime between April 11 to the 16th to travel to north Alabama and see it being made. He stated Mrs. Kearley will be reaching out to them to make these arrangements. Mrs. Cook stated she was more interested in seeing it lifted and put onto the pedestals across 31 but would be interested to see photographs of the components in the factory. Mr. Downes stated he will work on a way of allowing the Council to see that process.

- The two bridges that Jefferson County is replacing at Old Looney Mill and Caldwell Mill roads are scheduled to be replaced during the month of April. This is a Jefferson County project.
- Mr. Pierce stated that the Columbiana and Highway 31 intersection improvements are confusing where the third lane has been added to turn south onto Montgomery Highway. Mr. Downes explained the final striping and signage will help to alleviate confusion, but weather conditions and the pavement have to be right before that can be applied.

8. Councilors' Reports

- Mr. Weaver reported that the Planning and Zoning Commission met Thursday, March 13 with a few plat approvals.

9. Financial Reports - Melvin Turner III, Finance Director

Melvin Turner, III, Finance Director, presented the financial reports for February 2025. He read and explained the balances.

Discussion ensued regarding SSUT taxes collected by the City. Mr. Downes stated that SSUT revenue collected has grown each year and he anticipates it continuing to grow.

10. Approval Of Minutes - February 24 & 25, 2025 Strategic Work Session, February 24, 2025 regular meeting minutes and March 10, 2025 regular meeting minutes

The Mayor Pro-Tem announced that the minutes of the February 24 and 25, 2025, Strategic Planning work Session, February 24, 2025, Council meeting, and March 10, 2025, Council meeting are being presented for approval. He opened the floor for a motion.

MOTION: Approve all minutes as presented. Motion By: Kimberly Cook. Seconded By: George Pierce.

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

No: None. Abstain: None. Motion passed.

Old Business (Public Hearing)

11. Public Hearing - Resolution Number 5552 - Vacation - A Resolution to vacate a portion of easement located to the rear of 3301 Willis Drive; Lot 8, Resurvey of Lots 5, 6 and 7, Jonas Schab Co. Survey as recorded in Map Book 116 Page 10; Tyler Moore, Owner

Mrs. Kearley stated that Engineering has reviewed this and found no issues with the request to vacate.

MOTION: Approve Resolution Number 5552 as presented. Motion by: Kimberly Cook. Seconded by: Paul Head.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one present to

address the Council on this issue, the Mayor Pro-Tem closed the public hearing and called for the question.

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

No: None. Abstain: None. Motion passed.

12. Public Hearing - Resolution Number 5555 - A Resolution Authorizing a FY 25 Supplemental Appropriation to Fund 11 (Court) to Accommodate the Unanticipated Expense Associated with a Temporary Need Employee

MOTION: Approve Resolution 5555 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

Mr. Downes explained that Municipal Court has some unanticipated medical leave absences and this temporary hire is needed to appropriately staff the department.

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

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

No: None. Abstain: None. Motion passed.

13. Public Hearing - Ordinance Number 3265 - Rezoning - A portion of 4751 Cahaba River Road; A portion of Common Area A, River Grand Subdivision; Rezone from Vestavia Hills R-6 to Vestavia Hills B-2 to be combined with the adjacent commercial lot for expanded parking area; Beau Bevis, owner; Alex Patillo, representing

MOTION: Approve Ordinance Number 3265 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mr. Weaver explained that the Planning and Zoning Commission recommended approval of this request subject to a resurvey to incorporate this triangle into the larger adjacent lot. The request is to expand the parking lot of the office building.

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

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

No: None. Abstain: None. Motion passed.

14. Public Hearing - Ordinance Number 3266 - An Ordinance Granting a Franchise Agreement to Lumos Fiber and Authorizing the Mayor and City Manager to Execute Any and All Documents Associated with the Franchise

MOTION: Approve Ordinance Number 3266 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

Mr. Downes stated that this request references what was discussed in the strategic planning work session regarding future franchise agreements. He explained that past agreements

have proven to be inefficient when City projects require relocation of utilities. This new agreement will require utility providers to remove obsolete infrastructure, provide a bond for unsatisfactory repairs to private yards in the right-of-way, and place limitations on the removal or trimming of trees that might be required for proper operation and maintenance of their structures.

Mrs. Cook noted the new requirements of the franchise agreements will be welcome by residents, particularly the restrictions on trimming and removal of trees, a bond that will allow the city to take action on behalf of landowners if their landscaping is not repaired in a timely fashion, and removal of obsolete infrastructure, all of which have been issues discussed previous council meetings where installations were approved. Mr. Downes stated that every franchise has its own history along with a couple of utilities who claim statutory authority from the Alabama Constitution and federal law for their permitting. The new agreements go as far as we can go to protect citizens, without exceeding our authority.

Brent Bills, Lumos, explained the installation of infrastructure and the turnaround for restoration. Most of their installation will be underground unless there are specific conditions that prevent underground installation. Installing now will provide access in future years when it is needed. He introduced his team and indicated they were committed to providing a quality product.

Mr. Pierce asked about how they would deal with challenging geographic terrain and areas that are pure rock, and where they would begin installation. Mr. Bills stated that they will study that as they begin and go in areas where the need is greatest. He indicated that construction in the Crossgate community is not in their first-year plans.

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

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

No: None. Abstain: None. Motion passed.

15. Public Hearing - Resolution Number 5553 - A Resolution Authorizing the Mayor and City Manager to Execute Any and All Documents that Reallocate Existing Economic Incentives from One Entity - Altera AIP, Vestavia LLC to Two Entities - Altera AIP - Vestavia LLC and AIP Vestavia, LLC (*Resolution Numbers 5553 and 5554 are companion resolutions*)

MOTION: Approve Resolution Number 5553 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

Mr. Downes stated that this Resolution as well as the next one is to divide the new Pickler development's current benefits between two investor groups. The total benefits and commitments by the city do not change.

The Mayor Pro-Tem opened the floor for a public hearing for both Resolution Numbers 5553 and 5554 since they are companion resolutions. There being no one present to address the Council on this issue, the Mayor Pro-Tem closed the public hearing and called for the question.

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

No: None. Abstain: None. Motion passed.

16. Public Hearing - Resolution Number 5554 - A Resolution Authorizing the Mayor and City Manager to Execute Any and All Documents that Reallocate Existing Economic Incentives from One Entity - Altera AIP, Vestavia LLC to Two Entities - Altera AIP - Vestavia LLC and AIP Vestavia, LLC (Resolution Numbers 5553 and 5554 are companion resolutions)

MOTION: Approve Resolution 5554 as presented. Motion by: Kimberly Cook. Seconded by: Paul Head.

The Mayor Pro-Tem stated that the public hearing was allowed with the previous Resolution and called for the question.

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

No: None. Abstain: None. Motion passed.

17. Resolution Number 5556 - Declaring Certain Personal Property As Surplus And Directing The City Manager To Sell And/Or Dispose Of Said Property

MOTION: Approve Resolution 5556 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mr. Downes explained this is property from three departments that is no longer needed.

There being no further discussion, the Mayor Pro-Tem called for the question.

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

No: None. Abstain: None. Motion passed.

18. Resolution Number 5557 - A Resolution Accepting The Financial Audit For FY2024

MOTION: Approve Resolution Number 5557 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

Andrew Waits, Carr Riggs and Ingram, was present with regard to the presentation of this Annual Comprehensive Financial Report. He explained the results of the audit, and explained the overall financial position of the City. The City earned an unmodified opinion, which is the highest level of accreditation.

VOTE: Roll call vote as follows: Yes: 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)

- 19. Public Hearing - Ordinance Number 3269 - An Ordinance Authorizing the Mayor and City Manager to Execute Easement Documents Associated with the Future Installation of Gateway Signage at Montgomery Highway and Interstate 65 and expressing grateful appreciation to Steve Issis, Sr., and FAM Properties LLC for said easement dedication**
- 20. Public Hearing - Ordinance Number 3270 - An Ordinance authorizing the Mayor and City Manager to execute a Joint Use Agreement with the City of Mountain Brook for a fire training facility**

21. Citizens Comments

Mr. Pierce asked about the status of the chiller at the Civic Center. Mr. Downes stated it should be completed soon.

22. Time Of Adjournment

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:50 PM.

Rusty Weaver, Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings, City Clerk



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

April 14, 2025

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance Number 3269 - An Ordinance Authorizing the Mayor and City Manager to Execute Easement Documents Associated with the Future Installation of Gateway Signage at Montgomery Highway and Interstate 65 and expressing grateful appreciation to Steve Issis, Sr., and FAM Properties LLC for said easement dedication

Background:

Consistent with the master plan for gateway improvements located near the intersection of Highway 31 and Interstate 65, the City intends to install a new gateway sign and landscaping improvements. To accomplish this task, the sign must be located off of the road right-of-way and is intended to be placed on property owned by Steve Issis, FAM Properties, LLC. Mr. Issis has agreed to grant the City an easement to allow construction of this sign.

Recommendation:

It is recommended that the City Council authorize the Mayor and City Manager to execute any and all documents to accept the easement(s).

Fiscal Impact:

There are no costs associated with granting of the easement(s).

Attachments:

1. Ordinance 3269
2. Easement Agreement for Gateway Improvements Partially Executed 3-17-25

ORDINANCE NUMBER 3269

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT, NON-EXCLUSIVE TEMPORARY MAINTENANCE USE EASEMENT AND PERMANENT USE AND MAINTENANCE EASEMENT WITH FAM PROPERTIES LLC FOR A SOUTHERN GATEWAY SIGN TO BE LOCATED AT THE INTERSECTION OF MONTGOMERY HIGHWAY (NB) AND INTERSTATE 65 NORTHBOUND OFF-RAMP

WHEREAS, The City Council of the City of Vestavia Hills has set a priority to enhance and beautify the southern gateway into the City along Montgomery Highway; and

WHEREAS, the City Manager has negotiated easements for the location of an entrance sign into the City to be located off of Alabama Department of Transportation (“ALDOT”) right-of-way on property owned by FAM Properties, LLC, An Alabama Limited Liability Company; and

WHEREAS, a copy of said agreement for temporary construction easement, non-exclusive temporary maintenance use easement and permanent use and maintenance easement (the “Agreement”) is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3269 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the Mayor and City Manager to execute the agreement as detailed in Exhibit A in order to secure the area needed for installation and maintenance of a southern gateway sign.

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

1. The Mayor and City Council extends grateful appreciation to Steve Issis, Sr., and the FAM Properties, LLC, for offering said easements to the City to assist in the beautification and establishment of an attractive southern gateway into the City; and
2. The Mayor and City Manager are hereby authorized to execute and deliver said agreement; and
3. Said Agreement will be recorded in the Office of the Judge of Probate of Jefferson County for posterity; and
4. This Ordinance Number 3269 will become effective immediately upon adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of April, 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 3269 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 14th day of April, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

This instrument was prepared by:
Patrick H. Boone, Attorney at Law
705 New South Federal Savings Building
215 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-3720
Telephone No. 205-324-2018

STATE OF ALABAMA
JEFFERSON COUNTY

**AGREEMENT FOR
TEMPORARY CONSTRUCTION EASEMENT,
NON-EXCLUSIVE TEMPORARY MAINTENANCE USE EASEMENT
AND PERMANENT USE AND MAINTENANCE EASEMENT**

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT, NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT AND PERMANENT USE AND MAINTENANCE EASEMENT, is made and entered into on this the _____ day of March, 2025, by and between FAM Properties, LLC, an Alabama limited liability company (hereinafter referred to as “Fam”) and the City of Vestavia Hills, Alabama, an Alabama municipal corporation (hereinafter referred to as “City”).

WITNESSETH THESE RECITALS:

WHEREAS, FAM Properties, LLC (“Fam”) owns the real estate and improvements situated at 1493 Montgomery Highway and 1495 Montgomery Highway in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

PARCEL I: Lot “B”, according to the Survey of Greenbrier, as recorded in Map Book 99, page 104, in the Probate Office of Jefferson County, Alabama.

PARCEL II: The Amended Map of a Resurvey of Lot 1, Montreat Apartment Park, South Sector, as recorded in Map Book 122, page 21, in the Probate Office of Jefferson County, Alabama.

PARCEL III: Part of SE¼ of the NW¼ of Section 1, Township 19 South, Range 3 West, more particularly described as follows: Commence at the Northeast corner of the SE¼ of the NW¼ of Section 1, Township 19 South, Range 3 West and run South along East line of said ¼-¼ section 188.85 feet to Point of Beginning herein described tract; thence continue South along East line of said ¼-¼ section 269.28 feet; thence an angle right of 108 degrees 38’30” and run Northwesterly 93.49 feet; thence an angle right of 17 degrees 58’ and run Northwesterly 46.20 feet; thence an angle right of 84 degrees 04’ and run Northeasterly 246.40 feet to Point of Beginning.

PARCEL IV: A parcel of land situated in the SE¼ of the NW¼ of Section 1, Township 19 South, Range 3 West in Jefferson County, Alabama, particularly described as follows: Commence at the NE corner of said ¼-¼ section and run thence Southerly along the East line thereof 461.17 feet to the Point of Beginning of the parcel of land herein described; thence continue Southerly along said ¼-¼ section line 37.58 feet to a point on the Northerly right of way line of F.A.I. Route 65; thence turn 123 degrees 05'30" right and run Northwesterly along said right of way line 142.77 feet; thence turn 165 degrees 33'30" right and run Southeasterly 126.24 feet to the Point of Beginning; which said property shall hereinafter be referred to as "Fam property"; and

WHEREAS, FAM Properties, LLC acquired fee simple title to the Fam property by virtue of that Statutory Warranty Deed filed in the office of the Judge of Probate of Jefferson County, Alabama on May 18, 2022 and recorded at Inst.#2022055699, Pages 1-3; and

WHEREAS, the City Council has found and determined that it would be in the public interest and promote the general welfare of the inhabitants of the City of Vestavia Hills for the City to improve and beautify the southern entrance to the City by constructing an entrance wall/sign, "Vestavia Hills"; and

WHEREAS, a copy of the proposed entrance wall/sign is attached hereto, marked as Exhibit D and is incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, Alabama law, at Title 39-2-1(6), *Code of Alabama, 1975*, provides municipalities with the legal authority to spend public funds for the construction of public works projects on public property; and

WHEREAS, Alabama law, at Title 39-2-1(5), *Code of Alabama, 1975*, defines the term "public property" as "real property which the state, county, municipality or awarding authority owns or has a contractual right to own or purchase, including easements, rights-of-way or otherwise"; and

WHEREAS, the City has requested that Fam grant to the City three (3) separate easements in order that the City may construct, access and maintain/repair an entrance wall/sign on the permanent use and maintenance easement; and

WHEREAS, the City has requested that Fam grant to the City a temporary construction easement that:

- (a) consists of 6,821 square feet; and
- (b) is shown on the survey attached hereto as Exhibit A; and
- (c) is more particularly described in Section III-A of this agreement hereinafter set forth below; and

WHEREAS, the City has requested that Fam grant to the City a non-exclusive permanent maintenance easement that:

- (a) consists of 3,703 square feet; and
- (b) is shown on the survey attached hereto as Exhibit B; and
- (c) is more particularly described in Section IV-A of this agreement hereinafter set forth below; and

WHEREAS, the City has requested that Fam grant to the City a permanent use and maintenance easement that:

- (a) consists of 743 square feet; and
- (b) is shown on the survey attached hereto as Exhibit C; and
- (c) is more particularly described in Section V-A of this agreement hereinafter set forth below; and

WHEREAS, Fam has agreed to grant to the City the three (3) easements at no cost whatsoever; and

WHEREAS, Fam and the City have agreed to this Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement based upon the terms, provisions, conditions and limitations hereinafter set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Fam hereby mutually covenant and agree as follows:

I. RECITALS

The recitals set forth in the premises above are hereby incorporated into this Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement (“Agreement”) by reference as though set out fully herein.

II. EXHIBITS

Exhibits A, B, C and D are attached hereto and incorporated into this Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement by reference as though set out fully herein.

III. TEMPORARY CONSTRUCTION EASEMENT

A. GRANT OF TEMPORARY CONSTRUCTION EASEMENT: KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Fam and the City continuing to work together for the promotion for the public welfare and benefits of the City of Vestavia Hills, Alabama and Fam and other good and valuable consideration to Fam, in hand paid by the City of Vestavia Hills, a municipal corporation, the receipt and sufficiency whereof is hereby acknowledged, the said Fam (hereinafter called "Grantor") does hereby grant, bargain, sell and convey unto the City of Vestavia Hills, Alabama, a municipal corporation in Jefferson County, Alabama (hereinafter called "Grantee/City"), its successors and assigns a temporary right-of-way and easement for the purposes of the construction, installation and continued operation, maintenance, repair, inspection, alteration and replacement of an entrance wall/sign, together with all necessary rights of access, ingress and egress thereto and therefrom in, over, across, through and under the following described land owned by Fam, which said property is situated in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

Being a parcel of land situated in the North ½ of Section 1, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the northernmost corner of Lot B, Greenbrier, as recorded in Map Book 99, Page 104, and at the southern corner of the intersection of U.S. Highway 31 and Montreat Drive; thence run along the southeasterly right-of-way line of U.S. Highway 31 in a southwesterly direction a distance of 111.37 feet to a concrete monument; thence turn 23°21'24" to the left and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 37.32 feet to the Point of Beginning of the Temporary Construction Easement; thence continue along the last stated course a distance of 10.95 feet to a concrete monument; thence turn 24°0'15" to the right and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 234.62 feet to a concrete monument, said monument being at the northeasterly corner of the intersection of U.S. Highway 31 and the Interstate 65 off-ramp; thence 84°14'12" to the left in a southeasterly direction along the northeasterly right-of-way line of Interstate 65 a distance of 50.00 feet to a point; thence 90°00'00" to the left in a northeasterly direction a distance of 25.00 feet to a point; thence 90°15'52" to the left in a northwesterly direction a distance of 27.38 feet to a point; thence 84°30'04" to the right in a northeasterly direction a distance of 222.14 feet to a point; thence 90°00'00" to the left in a northwesterly direction a distance of 29.45 feet to the Point of Beginning.

Said easement contains 6,820.86 square feet.

B. MAP: The hereinabove described temporary construction easement is shown on the survey marked as Exhibit A and attached hereto.

C. SIZE: 6,821 square feet.

D. COST: Fam grants said temporary construction easement to City without any cost whatsoever.

E. TERM OF TEMPORARY CONSTRUCTION EASEMENT:

1. **Commencement Date:** The commencement date for the temporary construction easement shall be after the City enters into a contract for the construction and installation of the entrance wall/sign and upon notifying Fam in writing by U.S. Postal Department to FAM Properties, LLC, 2858 Highway 31 South, Pelham, Alabama 35124.

2. **Termination Date:** The hereinabove described temporary construction easement shall terminate on the sixtieth (60th) day following the completion date of the construction of the entrance wall/sign as determined by the Building Inspection Services Department of the City.

IV. NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT

A. GRANT OF NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT: KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Fam and the City continuing to work together for the promotion for the public welfare and benefits of the City of Vestavia Hills, Alabama and Fam and other good and valuable consideration to Fam, in hand paid by the City of Vestavia Hills, a municipal corporation, the receipt and sufficiency whereof is hereby acknowledged, the said Fam (hereinafter called "Grantor") does hereby grant, bargain, sell and convey unto the City of Vestavia Hills, Alabama, a municipal corporation in Jefferson County, Alabama (hereinafter called "Grantee/City"), its successors and assigns a non-exclusive temporary maintenance easement for the purposes of the continued placement, operation, maintenance, repair, inspection, alteration and replacement of an entrance wall/sign, together with all necessary rights of access, ingress and egress thereto and therefrom in, over, across, through and under the following described land owned by Fam, which said property is situated in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

Being a parcel of land situated in the North ½ of Section 1, Township 19 South, Range 3 West and being more particularly described as follows: Commence at the northernmost corner of Lot B, Greenbrier, as recorded in Map Book 99, Page 104, and at the southern corner of the intersection of U.S. Highway 31 and Montreat Drive; thence run along the southeasterly right-of-way line of U.S. Highway 31 in a southwesterly direction a distance of 111.37 feet to a concrete monument; thence turn 23°21'24" to the left and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 37.32 feet to the Point of Beginning of the Non-Exclusive Temporary Maintenance Easement; thence continue along the last stated course a distance of 10.95 feet to a concrete monument; thence turn 24°0'15" to the right and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 234.62 feet to a concrete monument, said monument being at the northeasterly corner of the intersection of U.S. Highway 31 and the Interstate 65 off-ramp; thence 84°14'12" to the left in a southeasterly direction along the northeasterly right-of-way line of Interstate 65 a distance of 15.08 feet to a point; thence 95°45'48" to the left in a northeasterly direction a distance of 246.13 feet to a point; thence 90°00'00" to the left in a northwesterly direction a distance of 19.45 feet to the Point of Beginning.

Said easement contains 3,702.87 square feet.

B. MAP: The hereinabove described non-exclusive temporary maintenance easement is shown on the survey marked as Exhibit B and attached hereto.

C. SIZE: 3,703 square feet.

D. COST: Fam grants said non-exclusive temporary maintenance easement to City without any cost whatsoever.

E. TERM OF NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT: The term of the non-exclusive temporary maintenance easement shall be as follows:

1. Commencement Date. The non-exclusive temporary maintenance easement shall commence on the date the temporary construction easement terminates as previously described in Section III-E-2.

2. Termination Date. The non-exclusive temporary maintenance easement shall automatically terminate following the completion of the construction of the entrance wall/sign on a date which is the earlier of:

(a) the issuance of a land disturbance permit for the private property improvements at 1493 Montgomery Highway and/or 1499 Montgomery Highway; or

(b) five (5) years from the date of this Agreement.

F. LAWN MAINTENANCE: The lawn maintenance of the non-exclusive temporary maintenance, including landscaping and grass mowing, shall be performed by the City at City expense.

V. PERMANENT USE AND MAINTENANCE EASEMENT

A. GRANT OF PERMANENT USE AND MAINTENANCE EASEMENT: KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Fam and the City continuing to work together for the promotion for the public welfare and benefits of the City of Vestavia Hills, Alabama and Fam and other good and valuable consideration to Fam, in hand paid by the City of Vestavia Hills, a municipal corporation, the receipt and sufficiency whereof is hereby acknowledged, the said Fam (hereinafter called "Grantor") does hereby grant, bargain, sell and convey unto the City of Vestavia Hills, Alabama, a municipal corporation in Jefferson County, Alabama (hereinafter called "Grantee/City"), its successors and assigns a permanent use and maintenance easement for the purposes of the construction, installation and continued placement and operation, maintenance, repair, inspection, alteration and replacement of an entrance wall/sign, together with all necessary rights of access, ingress and egress thereto and therefrom in, over, across, through and under the following described land owned by Fam, which said property is situated in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

Being a parcel of land situated in the North ½ of Section 1, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the northernmost corner of Lot B, Greenbrier, as recorded in Map Book 99, Page 104, and at the southern corner of the intersection of U.S. Highway 31 and Montreat Drive; thence run along the southeasterly right-of-way line of U.S. Highway 31 in a southwesterly direction a distance of 111.37 feet to a concrete monument; thence turn 23°21'24" to the left and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 48.26 feet to a concrete monument; thence turn 24°0'15" to the right and run in a southwesterly direction along the easterly right-of-way of U.S. Highway 31 a distance of 70.19 feet to the Point of Beginning of the Permanent Use and Maintenance Easement; thence continue along the last stated course a distance of 131.16 feet to a point; thence 90°00'00" to the left in a southeasterly direction a distance of 5.66 feet to a point; thence 90°00'00" to the left in a northeasterly direction a distance of 131.16 feet to a point; thence 90°00'00" to the left in a northwesterly direction a distance of 5.66 feet to the Point of Beginning. Said easement contains 742.28 square feet.

B. MAP: The hereinabove described permanent use and maintenance easement is shown on the survey marked as Exhibit C and attached hereto.

C. SIZE: 743 square feet.

D. COST: Fam grants said permanent use and maintenance easement to City without any cost whatsoever.

E. TERM OF PERMANENT USE AND MAINTENANCE EASEMENT: The above-described permanent use and maintenance easement shall be perpetual.

1. Commencement Date. The permanent use and maintenance easement shall commence on the date that the non-exclusive temporary maintenance easement terminates as previously described in Section IV-E-2.

VI. LIABILITY

The City hereby assumes the sole responsibility and liability for the operation, maintenance and repair of the three easements described in Sections III, IV and V above.

VII. CONSTRUCTION OF ENTRANCE WALL/SIGN

The City shall install, or have installed, the entrance wall/sign in a good and workmanlike manner at the sole expense of the City.

VIII. FUTURE MAINTENANCE OF ENTRANCE WALL/SIGN

A. The City shall maintain the entrance wall/sign in a good and safe condition.

B. Fam shall have no responsibility with respect to the installation, maintenance or repair of the entrance wall/sign.

IX. NO WARRANTIES

The City acknowledges that neither Fam nor any agent of Fam has made any representation as to the condition of the land or the suitability of the property for City's intended use, and City hereby accepts the property in its "as is and where is" condition "with all faults."

X. INSURANCE

At all times during the terms of the three (3) easements, the City shall keep and maintain its general comprehensive liability insurance policy on the property (including the structure) that is in full force and effect on the date of the execution and delivery of this Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement t in full force and effect with FAM Properties, LLC named as an additional insured.

XI. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

The City shall, at its sole cost and expense, comply in all respects with any and all statutes, ordinances, code provisions, rules, regulations, requirements and directives ("governmental requirements") of any federal, state, county or city agencies.

XII. LIENS

City shall promptly pay any and all legitimate charges incurred for labor, materials, goods, supplies, equipment and services necessary for the proper maintenance of the easement areas. City shall not create or permit to be created any lien, encumbrance or other charge on the easement areas. If any lien, encumbrance or charge incurred by City is filed against the easement areas or any other portion of the Fam's property, City shall cause the same to be discharged and removed by payment, satisfaction or bond within fifteen (15) days after such filing and before any enforcement thereof.

City shall require General Contractor that will construct the entrance wall/sign to post a performance bond and payment bond as required by Title 39-1-1, *Code of Alabama, 1975*, prior to commencing work.

XIII. PRIVATE PROPERTY; NO THIRD-PARTY BENEFICIARIES

The easement areas are and shall remain the private property of Fam. This Agreement is not intended and shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third-party beneficiary or otherwise, against Fam or its successors and assigns.

XIV. NOTICES

Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate party at its address as follows:

If to Grantor: FAM Properties, LLC
2858 Highway 31 South
Pelham, Alabama 35124
Attention: Steve Issis, Sr.
Telephone: _____

If to Grantee: The City of Vestavia Hills, Alabama
1302 Montgomery Highway
Vestavia Hills, Alabama 35216
Attention: City Manager Jeffrey D. Downes
Telephone: 205-978-0195

XV. MISCELLANEOUS

A. GOVERNING LAW: This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

B. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

C. SURVIVAL: All representations and warranties of this Agreement shall survive the execution and delivery, as shall any covenants for performance after the recording of this instrument.

D. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

E. NO WAIVER: The failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

F. CONSTRUCTION OF TERMS: Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

G. **SEVERABILITY:** In case of any of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable by any court of competent jurisdiction in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

H. **DATES:** If any date provided in this Agreement falls on a Saturday, Sunday or holiday, the date shall be the next business day.

I. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

J. **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.

K. **ENTIRE AGREEMENT:** This written Agreement contains the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.

L. **RECORDING:** This Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement shall be filed for record in the office of the Judge of Probate of Jefferson County, Alabama.

M. **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 _____ enacted on _____, 2025.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and FAM Properties, LLC, an Alabama limited liability company, have hereunto caused this Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto as of the date first above written.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

FAM:

FAM PROPERTIES, LLC

An Alabama Limited Liability Company

By _____

Steve Issis, Sr.

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 Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

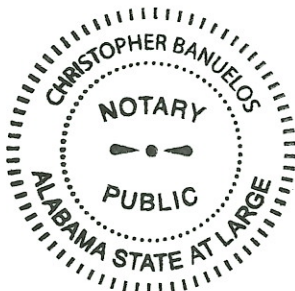
Given under my hand and official seal, this the 14 day of March, 2025.

Notary Public

My Commission Expires:

03/15/2024

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 Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 March, 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 Steve Issis, Sr., whose name as Steve Issis Sr. of FAM Properties, LLC, an Alabama limited liability company, is signed to the foregoing Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said FAM Properties, LLC on the day the same bears date.

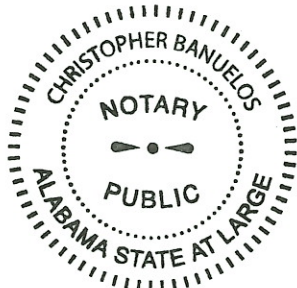
Given under my hand and official seal, this the 14th day of March, 2025.

[Signature]
Notary Public

My Commission Expires:

03/15/2027

SEAL



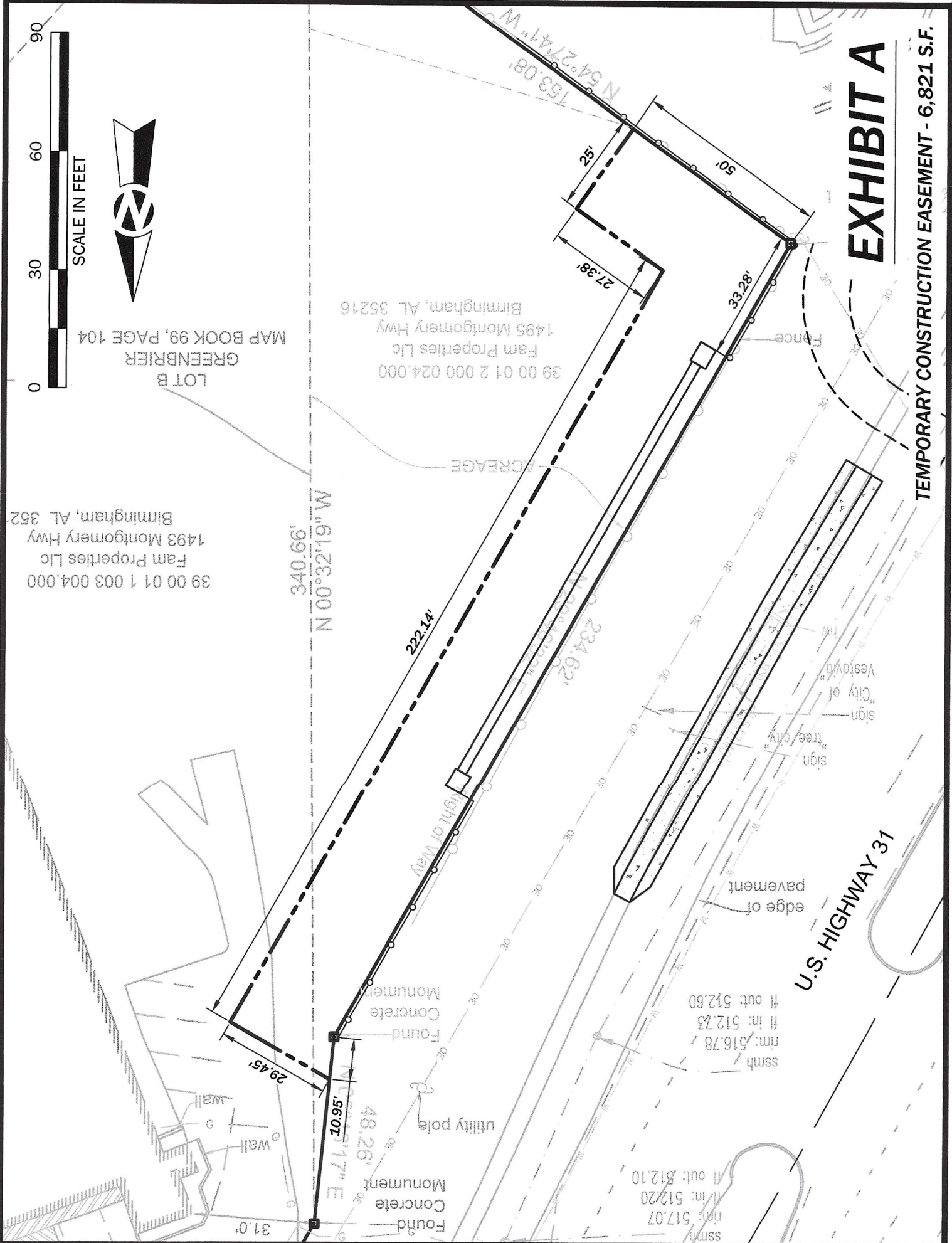
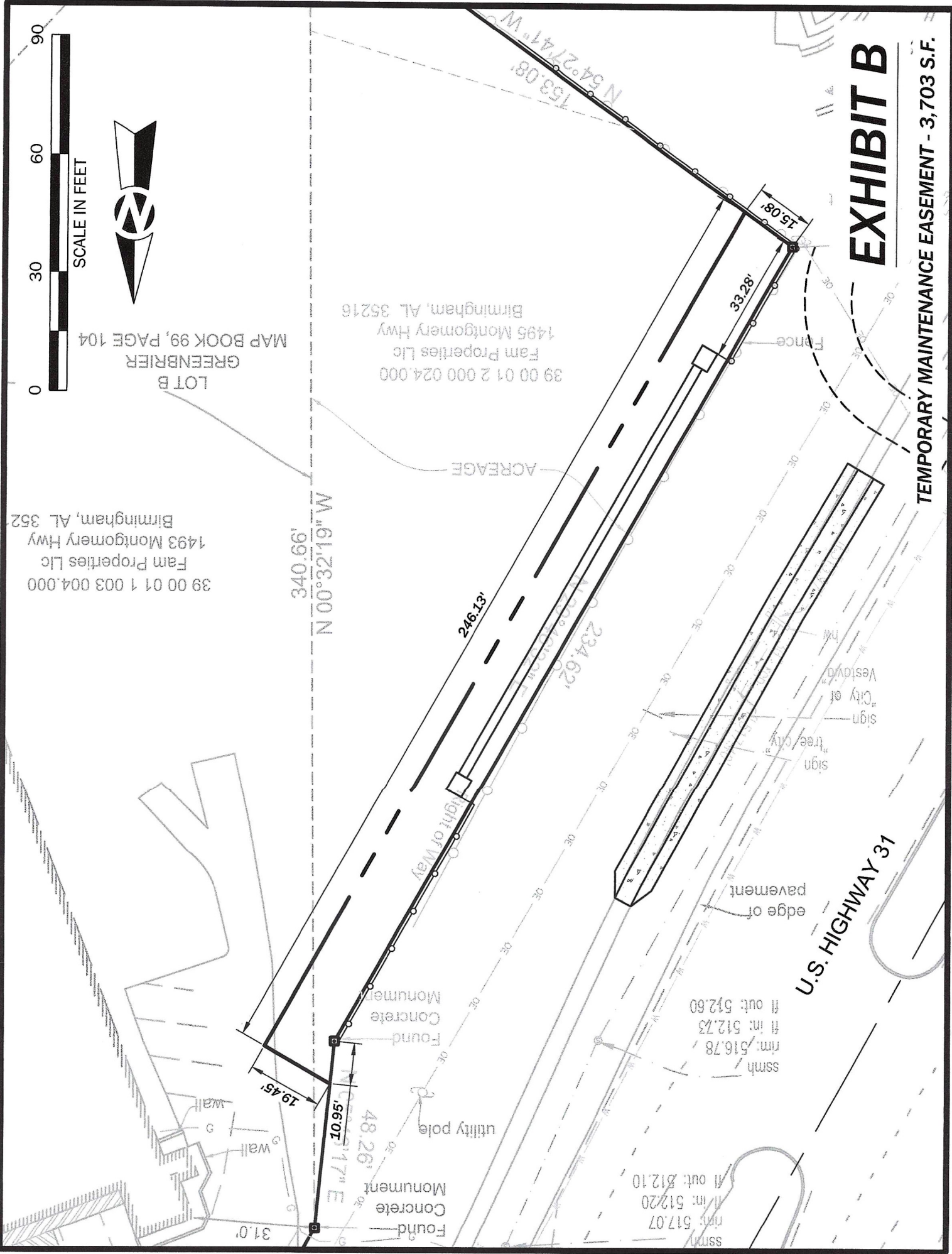


EXHIBIT B

TEMPORARY MAINTENANCE EASEMENT - 3,703 S.F.



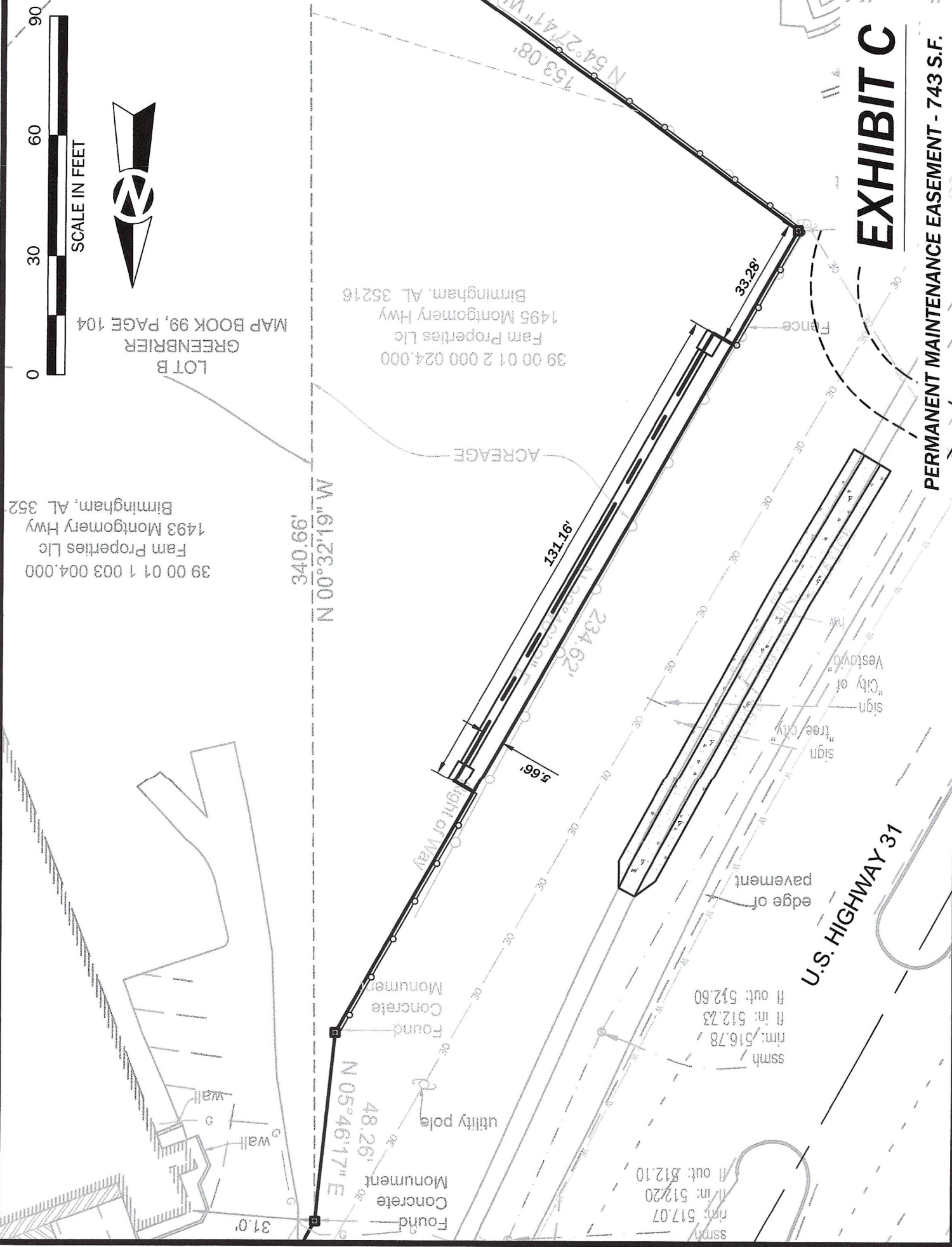
SCALE IN FEET



LOT B
39 00 01 1 003 004.000
Fam Properties Llc
1493 Montgomery Hwy
Birmingham, AL 352

EXHIBIT C

PERMANENT MAINTENANCE EASEMENT - 743 S.F.





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

April 14, 2025

To: Jeff Downes, City Manager

From: Ryan Farrell, Asst. Fire Chief

Cc: Marvin Green, Fire Chief
Steven Michael, Captain
Scott Ferrell, Battalion Chief

RE: Public Hearing - Ordinance Number 3270 - An Ordinance authorizing the Mayor and City Manager to execute a Joint Use Agreement with the City of Mountain Brook for a fire training facility

Background:

The Vestavia Hills Fire Department has been in need of a fire training facility for years. Several locations have been identified and approved in the past but, for various reasons, failed to materialize. The City of Mountain Brook has graciously offered a portion of the property located at the end of East Street for location of the fire training facility for the VHFD to utilize through a License agreement as described in the Exhibit A, attached to the Ordinance.

Recommendation:

The agreement has been reviewed by the City Manager and the City Attorney who have both indicated a recommendation for approval.

Fiscal Impact:

Funding is expensed from the General budget as detailed in the attached agreement.

Attachments:

1. Ordinance 3270
2. Training Facility Agr REVISED MB 03172025
3. PH Boone Legal Opinion to Deputy Fire Chief Ryan Farrell March 6, 2025
4. PH Boone Legal Opinion to Deputy Fire Chief Ryan Farrell March 19, 2025

ORDINANCE NUMBER 3270

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AN FIRE TRAINING FACILITY LICENSE AGREEMENT
BETWEEN THE CITY OF VESTAVIA HILLS AND THE CITY OF
MOUNTAIN BROOK**

WHEREAS, The City Council of the City of Vestavia Hills has been in need of a fire training facility for a number of years; and

WHEREAS, the Fire Department Staff has negotiated a Fire Training Facility License Agreement (“the Agreement”) with the City of Mountain Brook to locate, utilize and maintain a training facility for VHFD staff; and

WHEREAS, a copy of said agreement for a fire training facility is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3270 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the Mayor and City Manager to execute the agreement as detailed in Exhibit A in order to secure the area needed for the location, utilization and maintenance of a fire training facility for the VHFD staff.

**NOW, THEREFORE, BE IT ORDAINED 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 the Agreement as detailed in the attached Exhibit A in order to secure a location for the proposed fire training facility; and
2. This Ordinance Number 3270 will become effective immediately upon adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of April, 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 3270 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 14th day of April, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

STATE OF ALABAMA)

JEFFERSON COUNTY)

**FIRE TRAINING FACILITY AGREEMENT
BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA
AND THE CITY OF MOUNTAIN BROOK, ALABAMA**

THIS AGREEMENT is made and entered into by and between **The City of Vestavia Hills, Alabama**, a municipal corporation ("Vestavia") and **The City of Mountain Brook, Alabama**, a municipal corporation ("Mountain Brook") this ____ day of March 2025.

WHEREAS, the cities of Mountain Brook and Vestavia intersect in multiple areas and fire departments for both cities respond to emergency calls in the other respective jurisdiction through and pursuant to mutual aid agreements between the cities;

WHEREAS, Vestavia is in need of a facility to conduct fire training and has funds available to develop such a facility, including the funds to purchase and install state-of-the-art live fire training facilities;

WHEREAS, Mountain Brook owns that certain real property located at 3579 East Street, Mountain Brook, Alabama in the City of Mountain Brook, Jefferson County, Alabama on which it regularly conducts training activities for employees of its Fire & Rescue Department, more particularly depicted on Exhibit A ("Training Facility");

WHEREAS, the fire training facility on the property contains a variety of structures, obstacles and different types of terrain that simulate conditions on properties that may be encountered by fire, rescue and other public safety workers when responding to emergency calls;

WHEREAS, Mountain Brook has made the Training Facility available for use by Vestavia under a License Agreement entered into by the parties in 2019, as well as for joint training exercises between Mountain Brook and Vestavia; and

WHEREAS, Vestavia and Mountain Brook desire to provide high-quality training opportunities for their respective fire departments and submit that they can more effectively do so through a mutual combination of resources; and

WHEREAS, in lieu of constructing an independent fire facility at substantial cost, Vestavia has instead proposed to make significant improvements to the Training Facility at its sole cost in return for the right to use said facility; and

WHEREAS, Vestavia and Mountain Brook desire to promote continued collaboration between their respective fire departments and believe that making improvements to and jointly utilizing the Training Facility will result in better trained and prepared firefighters, more efficient and effective departments, and a better equipped state-of-the-art training facility at significantly less cost than developing and operating independent training facilities by each city;

WHEREAS, to further reflect the collaboration and cooperation between the parties, the Mountain Brook Fire Training Facility shall, after the execution of this Agreement and extending for as long as the Training Facility is utilized by both Mountain Brook and Vestavia pursuant to this Agreement or any amendment thereof, be renamed the “Over the Mountain Fire Training Facility”; and

WHEREAS, this agreement is made for the purpose of promoting the public health, safety and welfare of the residents of Vestavia and Mountain Brook.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the City of Vestavia, Alabama and the City of Mountain Brook, Alabama hereto agree as follows:

1. **Grant of License.** Subject to the terms, conditions and mutual agreements herein, Mountain Brook grants Vestavia a license to use the Training Facility to conduct training activities for its fire and rescue personnel. Vestavia acknowledges that this Agreement grants it a license, not any interest, title, permanent right or estate in land, and that the grant made hereunder does not run with the land.

2. **Use by Vestavia.** Throughout the term of this Agreement, Vestavia shall have exclusive use of the Training Facility for its independent training programs for up to thirty (30) days each year (“Vestavia Exclusive Use”). The parties also anticipate engaging in joint training exercises which shall not count toward the Vestavia Exclusive Use and which will be scheduled jointly by the parties. Mountain Brook will have exclusive use of the Training Facility during all times other than the Vestavia Exclusive Use period and any agreed upon joint use time periods. The parties shall develop a schedule prior to the beginning of each calendar year to identify periods of exclusive and joint use by the parties for such calendar year. The calendar may be adjusted during the operative year by mutual agreement. In addition, the Training Facility will be available for use by Vestavia during such times when it is not being otherwise used, upon request to and approval by Mountain Brook, which such approval shall not be unreasonably withheld. Vestavia will have access to and use of the fire tower, the four bay butler building (the “barn”), the existing burn building, the rubble pile, culverts, portions of the classroom building designated for fire department use, and other features, including any improvements which may be made by either party, on or about the Training Facility. The firing range or portions of the classroom building dedicated for police department use will not be available for use as part of this Agreement.

3. **Improvements.** The parties shall be responsible for making improvements to the Training Facility as follows:

- a. **Vestavia Improvements.** Vestavia shall purchase and install a fire training tactical burn building for use as part of the Training Facility and make other site improvements (“Vestavia Improvements”) at its sole cost. The Vestavia Improvements shall consist of the purchase and installation of a tactical burn building and all related equipment necessary for installation and operation meeting the specifications attached hereto as Exhibit B, as well as the other improvements set forth on Exhibit C that do not consist of the Mountain Brook Improvements or the Future Improvements. The Vestavia Improvements shall be made and installed at the Training Facility in general conformity with the plans and specifications attached hereto as Exhibit C, as may be modified by further agreement of the parties. Vestavia shall be responsible for all planning, design, construction, related site improvements and any procurement processes, including any required bid processes under the Competitive Bid Law or the Public Works Law, applicable to the Vestavia Improvements, as well as the payment of all costs therefor.
- b. **Mountain Brook Improvements.** Mountain Brook shall undertake modifications to the training building identified as the “Building Expansion” on Exhibit C (the “Mountain Brook Improvements”). Mountain Brook shall be responsible for all planning, design, construction, related site improvements and any procurement processes, including any required bid processes under the Competitive Bid Law or the Public Works Law, applicable to the Mountain Brook Improvements, as well as the payment of all costs therefor.
- c. **Future Improvements.** The Future Improvements shall consist of construction of the “Retaining Wall” and the “Additional Gravel Storage Yard” on sheet C2.0 of Exhibit C.

4. **Operating Costs.** Mountain Brook shall have primary responsibility for all maintenance and upkeep of the Training Facility and shall be primarily responsible for payment of operating and maintenance costs of the Training Facility, subject to reimbursement for a share of those costs by Vestavia. For the fiscal year 2024-25, Vestavia agrees to pay Six Thousand Dollars (\$6,000.00), to be remitted within thirty (30) days of the approval of this Agreement to Mountain Brook as its share of such operating and maintenance costs. Within thirty (30) days of the beginning of the 2025-26 fiscal year, Vestavia will pay Twelve Thousand Dollars (\$12,000.00) to Mountain Brook as its share of annual operating and maintenance costs (the “Operating Cost Payment”). For the 2026-27 fiscal year and for each succeeding fiscal year during the Contract Term, the Operating Cost Payment shall increase by three percent (3%) per annum and shall be paid by Vestavia to Mountain Brook within thirty (30) days of the beginning of each respective fiscal year.

5. **Term.** The term of this agreement shall be ten (10) years and six (6) months, beginning on April 1, 2025 and ending on September 30, 2035.

6. **Termination or Expiration.** This Agreement shall be terminated immediately in the event of any of the following:

- a. The parties agree to a mutual termination of the Agreement.
- b. Vestavia, after one hundred eighty (180) days' advance written notice to Mountain Brook, elects to construct its own training facility, in which case it may remove the Vestavia Improvements at its sole cost and option; provided, however, that any Vestavia Improvements that are not removed within ninety (90) days of the expiration of such notice period shall remain as part of the Training Facility and become the sole property of Mountain Brook.
- c. Vestavia fails to remit its share of operating expenses to Mountain Brook as set forth herein, if such remains outstanding after notice and a thirty (30) day opportunity to cure.

7. **Insurance for Premises.** The City of Mountain Brook shall maintain property insurance which covers the Training Facility and any and all losses, claims or damages occurring to the Training Facility.

8. **Liability Insurance.** Each party agrees to obtain and maintain liability and other types of insurance to cover its own activities at the Training Facility. Such insurance shall be of customary types and forms for municipal corporations and, specifically, for municipal fire departments.

9. **Responsibility of Each Party.** The City of Vestavia assumes no responsibility for, and indemnification shall not attach for, any acts, omissions, occurrences, incidents, claims, suits or demands arising from the use of the Training Facility by the City of Mountain Brook, its fire department, employees, actors or agents. The City of Mountain Brook assumes no responsibility for, and indemnification shall not attach for, any acts, omissions, occurrences, incidents, claims, suits or demands arising from the use of the Training Facility by the City of Vestavia, its fire department, employees, actors, or agents.

10. **Indemnity.** Each party agrees to indemnify, defend and hold harmless the other party and its respective officials, employees, agents or representatives (the "City Representatives", each City and its respective City Representatives being collectively referenced hereinafter as the "Indemnified Party") from any and all losses, expenses (including reasonable attorney fees and court costs), damages, liability or claims (collectively, "Claims") which may be asserted against the Indemnified Party that arises from, relates to or is attributable to any of the following: (i) use of the Training Facility by the party or its officials, employees, agents or representatives; or (ii) the failure by the party to perform its obligations under this Agreement; and (iii) any negligent act, omission or conduct by the party or its officials, employees, agents or representatives that arises from or relates to the use of the Training Facility.

11. **Agreement Representatives.** The parties each will appoint a representative (an “Agreement Representative”) to coordinate and agree on the dates and times of at which Licensee will use the Facility, and otherwise administer matters related to this Agreement. Notices contemplated herein will be deemed given when hand delivered, emailed or sent by first class mail to the Agreement Representative.

12. **Extension.** Nothing herein shall prevent the parties from extending this agreement by mutual agreement in writing.

13. **No Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder to any third party without the advance written consent of the other party, which consent may be withheld for any reason.

14. **Miscellaneous.** This Agreement (i) reflects all of the terms and conditions between the parties concerning the License, both parties’ intended use of the Facility, and the other matters herein; (ii) may not be amended except in a writing signed by both parties; (iii) is entered by the undersigned, duly authorized representatives of the respective parties; and (iv) may be executed in multiple counterparts which shall be construed together as a single original instrument and, when executed, each counterpart shall be binding upon and inure to the benefit of the parties whether reproduced in photographic, digital, computer, or other electronic form.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date written below.

City of Vestavia Hills, Alabama,

By: _____

Date: _____

By: _____

Date: _____

City of Mountain Brook, Alabama,

By: _____

Date: _____

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

March 6, 2025

By Electronic Mail

Deputy Fire Chief Ryan Farrell
Vestavia Hills Fire Department
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Fire Training Facility Agreement

Dear Deputy Fire Chief Farrell:

On February 21, 2025, you sent to me via electronic mail a proposed Fire Training Facility Agreement between the City of Vestavia Hills, Alabama and the City of Mountain Brook, Alabama (the "Agreement") with a request that I review the document and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

From a legal standpoint, I find the Agreement to be perfect. I have no recommendations for additions, deletions, changes and/or corrections, and congratulate Whit Colvin on a job very well done in drafting the Agreement.

Please call me if you have any questions regarding this legal opinion.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)
Fire Chief Marvin Green (by e-mail)
City Clerk Rebecca Leavings (by e-mail)

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

March 19, 2025

By Electronic Mail

Deputy Chief Ryan Farrell
Vestavia Hills Fire Department
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Fire Training Facility Agreement

Dear Deputy Chief Farrell:

I received your e-mail dated March 18, 2025 setting forth the revised language that the City of Mountain Brook wishes to make to the Fire Training Facility Agreement.

I approve the revised language as written. Good work!

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)
Fire Chief Marvin Green (by e-mail)
City Clerk Rebecca Leavings (by e-mail)

RESOLUTION NUMBER 5559

A RESOLUTION RESCHEDULING REGULAR MEETINGS AND/OR WORK SESSIONS OF THE VESTAVIA HILLS CITY COUNCIL

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

1. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for May 26, 2025, is hereby rescheduled for Wednesday, May 21, 2025 beginning at 6 PM in observance of Memorial Day and,
2. The regular work session scheduled for May 19, 2025 is hereby cancelled due to graduation services of the Vestavia Hills High School scheduled for that evening; and
3. This Resolution Number 5559 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of April, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



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

April 14, 2025

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5561 - A Resolution approving an 020 - Restaurant Retail Liquor license for WCB Vestavia 31, LLC d/b/a Waldos Chicken and Beer located at 1463 Montgomery Highway; Jesse W. Saunders and Michael C. Atherton, executives

Background:

This request is for an 020 restaurant retail liquor license for Waldos Chicken and Beer located at 1463 Montgomery Hwy.. All reviews have been completed.

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 5561
2. Executed Application ABC WCB Vestavia 31 LLC

RESOLUTION NUMBER 5561

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR WCB VESTAVIA 31 LLC D/B/A WALDOS
CHICKEN AND BEER; JESSE WAVERLY
SAUNDERS AND MICHAEL CASEY ATHERTON,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for WCB Vestavia 31 LLC d/b/a Waldos Chicken and Beer, located at 1463 Montgomery Highway, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Jesse Waverly Saunders and Michael Casey Atherton, executives.

APPROVED and ADOPTED this the 14th day of April, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250407134433216

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: WALDOS CHICKEN AND BEER **Filing Fee:** \$50.00

Applicant: WCB VESTAVIA 31 LLC **Transfer Fee:**

Location Address: 1463 MONTGOMERY HWY VESTAVIA HILLS , AL 35216

Mailing Address: PO BOX 43581 BIRMINGHAM , AL 35243

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-046-778

Do you sell Draft Beer?:

Date Incorporated: 10/28/2022 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority:

Federal Tax ID: 92-0873591 **Alabama State Sales Tax ID:** R012339767

Name:	Title:	Date and Place of Birth:	Residence Address:
JESSE WAVERLY SAUNDERS 6408621 - AL	MEMBER	02/15/1979 LOUISVILLE, KY	1225 LAKE POINT VISTA HOOVER, AL 35244
MICHAEL CASEY ATHERTON 7662328 - AL	MEMBER	06/08/1989 HOMEWOOD, AL	2037 ADAMS RIGDE ROAD CHELSEA , AL 35043

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: ELIZABETH TODD
Business Phone: 334-618-7218
Fax:

Home Phone: 334-618-7218
Cell Phone: 334-618-7218
E-mail: ELIZABETH@BODNARGROUP.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: 20250407134433216

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **VESTAVIA 31 RE, LLC 678-673-7534**
What is lessors primary business? **REAL ESTATE INVESTMENT/HOLDING 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? **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: **4166** Display Square Footage:
Building seating capacity: **96** Does Licensed premises include a patio area? **YES**
License Structure: **SHOPPING CENTER** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **0** Nearest: **0**
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: 20250407134433216

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

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: MULTIPLE MEMBERS OWN INTEREST IN TAZIKIS, TACO MAC, WALDO'S, BIG BAD BREAKFAST, SLIMS, BURNINGTREE BBQ AND TRAMPLED BY TACOS.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250407134433216



Initial each

GT
GT

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.

GT

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.

N/A

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.

N/A

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

N/A

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

GT

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.

GT

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.

GT

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): Elizabeth Todd

Signature of Applicant: Elizabeth Todd

Notary Name (print): Jeffery Gordon

Notary Signature: Jeffery Gordon

Commission expires

JEFFERY B GORDON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
DECEMBER 02, 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
PUBLIC SERVICES
INTER-DEPARTMENT MEMO**

April 14, 2025

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director

RE: Public Hearing - Resolution Number 5560 - A resolution authorizing the City Manager to execute and deliver a professional engineering services agreement with Caprine Engineering to provide additional master planning services for the Sicard Hollow Athletic Complex in Vestavia Hills.

Background:

The City has received a proposal from Caprine Engineering to provide additional master planning services for the Sicard Hollow Athletic Complex based on feedback from the City Council during the most recent strategic planning session. The total expense of the services is \$25,385.00.

The scope of the proposal includes meeting with the fire department to discuss needs, site master planning for Sicard Hollow Road frontage, alignment master planning for realigning Lake Colony Drive at the Sicard Hollow Road tie-in, budget cost estimating, and rendering services.

Recommendation:

Engineering requests and recommends approval to continue the planning efforts for the Sicard Hollow facility. If approved, the City's standard agreement for Professional Services will be used for contracting (attached for reference).

Fiscal Impact:

The planning funds would come from the Community Spaces Fund (Acct 22-60-8730-000-712).

Attachments:

1. Resolution 5560
2. Proposal-Caprine-SHAC Facilities Expansion-Planning-Addl Scope-03.25.25
3. 2022 agreement for professional services REVISED

RESOLUTION NUMBER 5560

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL OF ADDITIONAL DESIGN SERVICES FOR SHAC IN RESPONSE TO CITY COUNCIL SUGGESTIONS AT THE FEBRUARY STRATEGIC WORK SESSION AND TO EXECUTE AND DELIVER THE STANDARD PROFESSIONAL ENGINEERING CONTRACT TO ACCEPT SAID PROPOSAL

WHEREAS, the Vestavia Hills City Council viewed preliminary plans for additional facilities to be located on newly acquired property to the rear of SHAC for a proposed library satellite facility, a police training facility and a public works maintenance facility; and

WHEREAS, in response to the comments at that work session, the Council is desirous of further studies and designs relative to said proposed facility study; and

WHEREAS, Caprine has submitted a proposal for the needed study and design in an amount not to exceed \$26,000, a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5560 as if written fully therein; and

WHEREAS, the City Attorney has drafted a standard professional engineering agreement, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution Number 5560 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said proposal in order to obtain the information needed for an informative decision.

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 standard professional engineering contract as detailed in the attached Exhibit B in order to accept the proposal submitted by Caprine in the attached Exhibit A in an amount not to exceed \$26,000; and
2. Said funding shall be expensed to the City's Community Spaces Fund; and
3. This Resolution Number 5560 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 28th day of April, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



March 25, 2025

Mr. Jeff Downes, City Manager
City of Vestavia Hills
1032 Montgomery Hwy.
Vestavia Hills, AL 35216
(205) 978-0100

Re: *Property & Facilities Planning at the Sicard Hollow Athletic Complex*
LP Rear Entrance Infrastructure Planning, Alternate Library Site Study, Fire Department Maintenance Facility Planning

Dear Jeff,

We appreciate your trust in Caprine Engineering, LLC and look forward to working with you on this project. Caprine Engineering in cooperation with CMH Architects will provide *programming and feasibility study services* for the **above-described project descriptions adjacent to and within SHAC** located on Sicard Hollow Road. Although we do not wish to be overly formal in our relationship, it helpful to confirm with our clients the nature and terms of our engagement. You and your company are referred to as “Client” below.

PROJECT UNDERSTANDING

The city has recently completed a successful programming and feasibility study of the property adjacent to the existing Sicard Hollow Athletic Complex. The effort resulted in thoughtful considerations for the property and helped the City determine a clear direction for the needs of the city in the area.

The results also showed project areas and infrastructure that need further thought and consideration and also inspired the fire department to request consideration for a new maintenance facility as part of the overall project.

SCOPE OF WORK

- Fire Department Maintenance Facility Program Development
 - Meet with fire department representatives to confirm the scope of the facility they desire and its planned uses.
 - Site assessment and location within the project area
- Library – Sicard Hollow Road Frontage – Site Master Planning
 - Develop a site plan of the previously programmed library on the existing gravel parking area that fronts Sicard Hollow Road
 - Locate and show a replacement gravel parking area within the property adjacent to SHAC
- Liberty Park Rear Entrance Re-Alignment Master Planning
 - Develop a revised alignment of the rear drive to the Liberty Park athletic fields
 - Develop a replacement use (ie. new parking area) for the property that is currently the public works shop building
 - Preliminary geotechnical investigation (via sub) along a new alignment: 2 – bores, 4 – test pits.
- Budget Cost Estimate
 - Determine the estimated cost of the buildings and site work
- Rendering Services
 - Revise the site plan rendering that was completed as part of the original scope of work to include the new access road, library site plan, and fire department maintenance building – 1x



DELIVERABLES

- Site Plans – by engineer
- Estimate of construction
 - Library – Sicard Hollow Road Frontage site
 - New gravel parking area
 - Fire department maintenance facility
 - Liberty Park rear entrance re-alignment w/ public works shop building demolition
- Revised rendering – 1x

TIMEFRAME FOR PERFORMANCE

- The geotechnical investigation will be completed with 6 weeks of NTP.
- Deliverables listed above will be complete within 8 weeks of NTP.

FEES/ COMPENSATION

Programming & Feasibility Study	Lump Sum	\$14,500
Preliminary Geotechnical Investigation	Lump Sum	\$8,885
Rendering Services	Lump Sum	\$2,000

TERMS OF ENGAGEMENT

Services described above shall be provided in accordance with the following terms and conditions:

- Caprine Engineering will provide all services to the level of care and skill ordinarily used by members of our profession under similar circumstances in our area. Caprine Engineering makes no express or implied warranties in connection with any services we provide.
- Client has agreed that Caprine Engineering is not a general contractor, and is not responsible for the disposal of asbestos, toxic agents, or other hazardous materials. We, further, are not engaged for the purpose of creating a plan for the disposal of asbestos, toxic agents, or other hazardous materials.
- The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the express, written consent of the other party before any attempt to assign or transfer those rights.
- This agreement may be terminated by either party upon 30 calendar days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party seeking to terminate the agreement. In the event of termination of this agreement due to the fault of someone other than Caprine Engineering, Caprine Engineering shall be paid for services performed to termination date, including reimbursements then due.
- This agreement shall constitute the entire agreement between the parties and any earlier understanding or representation of any kind before the date of this agreement is not binding upon either party except to the extent incorporated in this agreement.
- Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
- Client assumes responsibility for any and all changes made by other people, parties, or contractors to any plans we produce after the completion of our work, including changes made during the construction phase of any project.



- The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- The invalidity of any portion of this agreement will not and shall not affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not be limited to, acts of God; strikes, lockouts, or other industrial disturbances; wars, whether declared or undeclared, blockades, insurrections, riots, or governmental action; explosions, fire, floods, or any other cause not within the reasonable control of either party.
- Caprine Engineering shall secure and maintain insurance to protect it from claims made under the worker's compensation acts and claims for bodily injury, death, or property damage that may arise for the performance of this agreement. Certificates of such coverage will be provided to Client upon request.
- Client shall provide Caprine Engineering safe access to the project site necessary for Caprine Engineering to provide the services outlined.
- Caprine Engineering grants to Client a limited license to use documents or plans created for the Client. Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by Caprine Engineering shall be at the Client's risk, and violates the terms of this agreement.
- No employee or agent of Caprine Engineering shall have individual liability to the Client, and the Client is the only party to whom Caprine Engineering may have any liability at all. Client is responsible for indemnification against any other party. Neither Client nor any other party or person may seek consequential or special damages against Caprine Engineering.
- Due to factors outside the control of Caprine Engineering that affect pricing on any given project, Caprine Engineering makes no warranty or guarantee that Client's actual project costs, economic feasibility, or schedules will not vary from Caprine Engineering's opinions, projections, estimates or budgets.
- The representatives signing this agreement warrant that they have the authority to sign on behalf of the Client and Caprine Engineering.
- Caprine Engineering does not control Client's safety program and shall not be responsible for the means, methods, or procedures used by the Client, Client's contractor, or others for construction procedures or the health and safety of the Client, Caprine Engineering subcontractors, or others incident to this contract.
- It is agreed that this agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama. Client agrees that all disputes with Caprine Engineering related to this contract for services shall be handled through mediation unless otherwise agreed between both parties. If mediation should fail, any suit filed based on this agreement must be filed in the courts of Jefferson County, Alabama.



Payment Terms

- This project is undertaken with the express understanding that the invoices for services of Caprine Engineering and related expenses should be paid in a timely manner. Services rendered under this proposal and contract for services will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 calendar days after receipt.
- Caprine Engineering may, without legal consequences, suspend services until payment is received. Client also agrees to pay reasonable attorney's fees and costs Caprine Engineering may incur in the event an action is commenced to collect on unpaid invoices.
- Invoices outstanding over thirty calendar days shall accrue interest at the rate of 1% per month.

I would be pleased to answer questions Client may have or to clarify the various points above. If this proposal meets with Client's approval, a returned- signed copy will authorize us to proceed.

Best regards,

Chris Eckroate, P.E.
Caprine Engineering, LLC

Acceptance:

I accept terms and conditions in this letter.

Date: _____ **Client Representative:** _____

STATE OF ALABAMA
JEFFERSON COUNTY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH THESE RECITALS:

WHEREAS, the City is planning to make public improvements by _____ (“project”), which is a public works project within the meaning of Alabama law set forth at Title 39-2-1(6), *Code of Alabama, 1975*; and

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

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

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

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

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

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

I. SCOPE OF THE WORK

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

II. CONTRACT AMOUNT

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

III. PAYMENT OF CONTRACT AMOUNT

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

IV. CONTRACT TIME

The contract time shall be _____ (_____) days.

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

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

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

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

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

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

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

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

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

2. Additional Requirements for Commercial General Liability Insurance:

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

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

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

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

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

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

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

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

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

(b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

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

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

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

VII. ADDITIONAL 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.

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

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

ENGINEER:
Insert name of company _____

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL



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

April 14, 2025

To: Jeff Downes, City Manager

From: Christopher Brady, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Rebecca Leavings, City Clerk
Ethan Fisher, City Engineer

RE: Public Hearing - Ordinance Number 3271 - An Ordinance Accepting the Dedication of Excess Right-Of-Way of Interstate 459 by the Alabama Department of Transportation to the City for Maintenance and use in a new Roundabout at the Intersection of Cahaba Heights Road, Sicard Hollow Road and Blue Lake Drive and Authorizing the Mayor and City Manager to Execute and Deliver Agreements to Secure said ROW

Background:

This is areas outside of ALDOT's I-459 denied access fence near Blue Lake Drive and Sicard Hollow Road to be deeded to the City for maintenance. A portion of this was needed for the roundabout construction.

Recommendation:

I recommend the City accept this agreement.

Fiscal Impact:

No fiscal impact outside of future maintenance responsibilities.

Attachments:

1. Resolution.City of Vestavia Hills
2. Agreement.I-459-4(9).City of Vestavia Hills

ORDINANCE NUMBER 3271

AN ORDINANCE ACCEPTING THE DEDICATION OF EXCESS RIGHT-OF-WAY OF INTERSTATE 459 BY THE ALABAMA DEPARTMENT OF TRANSPORTATION TO THE CITY FOR MAINTENANCE AND USE IN A NEW ROUNDABOUT AT THE INTERSECTION OF CAHABA HEIGHTS ROAD, SICARD HOLLOW ROAD AND BLUE LAKE DRIVE AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS TO SECURE SAID ROW

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the city enter into an Agreement (the “Agreement”) with the State of Alabama Department of Transportation (“ALDOT”) for:

The transfer of ownership and maintenance of right-of-way along I-459 near Blue Lake Drive and Sicard Hollow Road under Project No. I-459(9) from ALDOT to the City of Vestavia Hills; and

which Agreement is before this Council, and that agreement, a copy of which is attached to and incorporated into this Ordinance Number 3271 as written fully therein, be executed in the name of the city by the Mayor and City Manager for and on behalf and that it be attested to by the City Clerk and the seal of the city affixed thereto;

BE IF FURTHER ORDAINED, that upon completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept of record by the City Clerk.

PASSED, ADOPTED AND APPROVED this the 28th day of April, 2025.

Ashley 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 3271 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 28th day of April, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

**AGREEMENT BETWEEN THE
STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF VESTAVIA HILLS**

FOR THE TRANSFER OF PUBLIC ROAD

This AGREEMENT is made and entered into by and between the State of Alabama, Alabama Department of Transportation, hereinafter referred to as ALDOT, and The City of Vestavia Hills, hereinafter referred to as CITY, and

WHEREAS, it is in the public interest for ALDOT and CITY to cooperate in the transfer of ownership and maintenance of right of way along I-459 near Blue Lake Drive and Sicard Hollow Road as shown or illustrated on Exhibit A attached hereto and made a part hereof, and more fully described as follows:

Parcel 1 of 2

Commencing at the SW corner of the SE ¼ of the NW ¼ of Section 23, Township 18-S and Range 2-W;

thence easterly and along the quarter line a distance of 488 feet, more or less, to a point on the present west R/W line of I-459;

thence northeasterly and along said present R/W line a distance of 37 feet, more or less, to a point on said present R/W line, which is the point of BEGINNING;

thence N 23°43'21" E and along said present R/W line a distance of 470 feet to a point on said present R/W line;

thence N 07°31'39" W and along said present R/W line a distance of 229.46 feet to a point on the present south R/W line of Cahaba Heights Rd.;

thence S 60°20'32" W and along said present R/W line a distance of 224.49 feet to a point on said present R/W line;

thence S 66°19'08" W and along said present R/W line a distance of 280.84 feet to a point on said present R/W line;

thence S 70°06'01" W and along said present R/W line a distance of 91.76 feet to a point on the proposed R/W line;

thence N 86°20'14" W and along the proposed R/W line a distance of 129.66 feet to a point on the present north R/W line of Cahaba Heights Rd.;

thence N 00°50'25" E and along said present R/W line a distance of 24.31 feet to a point on said present R/W line;

thence N 39°10'33" E and along said present R/W line a distance of 170.75 feet to a point on said present R/W line;

thence N 58°20'32" E and along said present R/W line a distance of 65.36 feet to a point on said present R/W line;

thence following the curvature thereof an arc distance 56.45 feet and along said present R/W line to a point on said present R/W line (said arc having a chord bearing of N 24°29'48" E, a counterclockwise direction, a chord distance of 53.55 feet, and a radius of 50.44 feet);

thence N 39°42'42" E and along said present R/W line a distance of 56.81 feet to a point on said present R/W line;

thence N 23°00'11" W and along said present R/W line a distance of 58.77 feet to a point on said present R/W line;

thence following the curvature thereof an arc distance of 81.09 feet and along said present R/W line to a point on said present R/W line (said arc having a chord bearing of N 29°41'18" E, a clockwise direction, a chord distance of 71.15 feet, and a radius of 46.38 feet);

thence N 77°55'28" E and along said present R/W line a distance of 54.13 feet to a point on said present R/W line;

thence following the curvature thereof an arc distance of 194.56 feet and along said present R/W line to a point on said present R/W line (said arc having a chord bearing of N 28°37'07" E, a counterclockwise direction, a chord distance of 175.30 feet, and a radius of 124.30 feet);

thence N 73°58'51" E and along said present R/W line a distance of 206 feet to a point on said present R/W line;

thence N 86°14'53" E and along said present R/W line a distance of 228.51 feet to a point on said present R/W line;

thence S 86°33'34" E and along said present R/W line a distance of 410.87 feet to a point on the proposed R/W line;

thence S 30°11'55" W and along the proposed R/W line a distance of 486 feet to a point on the proposed R/W line;

thence S 22°14'14" W and along the proposed R/W line a distance of 361.28 feet to a point on the proposed R/W line;

thence S 53°25'21" W and along the proposed R/W line a distance of 302.43 feet to a point on the proposed R/W line;

thence S 39°28'03" W and along the proposed R/W line a distance of 121.71 feet to the place and point of BEGINNING, containing 11.45 acre(s), more or less.

Parcel 2 of 2

Commencing at the SE corner of the SW ¼ of the NE ¼ of Section 23, Township 18-S and Range 2-W;

thence westerly and along the quarter line a distance of 855 feet, more or less, to a point on the present east R/W line of Cahaba Heights Rd., which is the point of BEGINNING;

thence S 40°30'03" W and along said present R/W line a distance of 25.20 feet to a point on said present R/W line;

thence S 40°47'26" W and along said present R/W line a distance of 373.85 feet to a point on said present R/W line;

thence S 33°06'27" W and along said present R/W line a distance of 156.06 feet to a point on said present R/W line;

thence S 44°03'04" E and along said present R/W line a distance of 123.56 feet to a point on the present north R/W line of Sicard Hollow Rd.;

thence following the curvature thereof an arc distance of 252.33 feet and along said present R/W line to a point on said present R/W line (said arc having a chord bearing of S 62°11'18" W, a counterclockwise direction, a chord distance of 251.25 feet, and a radius of 786.16 feet);

thence N 54°58'50" W and along said present R/W line a distance of 21.12 feet to a point on the present R/W line;

thence N 43°22'39" W and along said present R/W line a distance of 391.82 feet to a point on the proposed R/W line;

thence N 42°25'10" E and along the proposed R/W line a distance of 1468.71 feet to a point on the present east R/W line of I-459;

thence S 06°11'06" W and along said present R/W line a distance of 553.47 feet to a point on the present east R/W line of Cahaba Heights Rd.;

thence S 40°15'28" W and along said present R/W line a distance of 251.52 feet to the point and place of BEGINNING, containing 10.40 acre(s), more or less.

(Hereinafter referred to as ROADWAY)

NOW THEREFORE, ALDOT and CITY for, and in consideration of the ROADWAY stated herein, do hereby mutually promise and agree as follows:

ALDOT agrees to remove the above-described ROADWAY from the State Highway System and to remove all U.S. and State route signs thereon as is necessary.

ALDOT agrees to transfer its possession and ownership of the above-described ROADWAY and to execute a quitclaim deed, attached hereto as Exhibit A, to CITY transferring any and all rights, title, claim, and interest ALDOT may possess in the above-described ROADWAY.

CITY agrees to assume ownership and maintenance of the above-described ROADWAY upon execution and delivery of the quitclaim deed attached as Exhibit A.

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), CITY shall indemnify, and hold harmless ALDOT, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by CITY pursuant to the terms of this Agreement, or

(3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by CITY, its agents, servants, representatives or employees, or anyone for whose acts CITY may be liable.

CITY agrees that the ROADWAY was constructed with public funds and that it must be used as a public road.

It is expressly understood and agreed upon by both parties that in the event CITY ceases to use the transferred ROADWAY as a public road or ALDOT determines, after the transfer, that the ROADWAY is required for the safe and proper operation of the state highway system, title to the ROADWAY shall automatically revert to ALDOT. Upon notice and request CITY shall execute a quitclaim deed to ALDOT.

By entering into this AGREEMENT, CITY is not an agent of the State, its officers, employees, agents or assigns. CITY is an independent entity from the State and nothing in this AGREEMENT creates an agency relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and this AGREEMENT is deemed to be effective upon its execution by all the parties.

**{THIS SECTION INTENTIONALLY LEFT BLANK/
SIGNATURE LINES FOLLOW ON NEXT PAGE}**

ATTEST:

SEAL:

CITY OF VESTAVIA HILLS

CLERK (Signature)

BY: _____
CHAIRMAN/MAYOR (Signature)

REBECCA LEAVINGS
CITY CLERK

HONORABLE ASHLEY C. CURRY
MAYOR

CITY MANAGER (Signature)

JEFF DOWNES
CITY MANAGER

Date: _____

RECOMMENDED:

DEJARVIS LEONARD, P.E.
EAST CENTRAL REGION ENGINEER
ALABAMA DEPARTMENT OF TRANSPORTATION

EDWARD N. AUSTIN
CHIEF ENGINEER
ALABAMA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO
FORM:

LEGAL COUNSEL FOR
ALABAMA DEPARTMENT OF TRANSPORTATION

APPROVED:

ALABAMA DEPARTMENT
OF TRANSPORTATION

JOHN R. COOPER
TRANSPORTATION DIRECTOR

Date: _____



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

April 14, 2025

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None