



**Vestavia Hills  
City Council Agenda  
April 28, 2025  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Steve Dedmon, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager's Report
8. Councilors' Reports
9. Financial Reports - Melvin Turner III, Finance Director
10. Approval Of Minutes - April 14, 2025 regular meeting minutes

**Old Business (Public Hearing)**

11. 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.
12. 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

**New Business**

13. Resolution Number 5563 - A Resolution appointing a member to the Vestavia Hills Board of Education

**New Business Requesting Unanimous Consent (Public Hearing)**

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

14. Public Hearing - Resolution Number 5558 - A Resolution by the Vestavia Hills City Council acting as the Vestavia Hills E-911 Emergency Communications Board to authorize the City Manager to purchase upgrades to the Fire and Police repeater system
15. Public Hearing - Resolution Number 5562 - Annexation - 90 day - 1720 Vestaview Lane; Jaye Lawrence, Owner
16. Public Hearing - Ordinance Number 3272 - Annexation - Overnight - 1720 Vestaview Lane; Jaye Lawrence, Owner
17. Citizens Comments
18. Time Of Adjournment

## **PUBLIC HEARING PROCEDURES**

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

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

## **SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS**

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

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

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

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

**1.) Reconciled Cash Balance**

The overall reconciled cash balance for the month of March was \$55,179,109, which is comprised of the following funds:

|                  |                            |
|------------------|----------------------------|
| General Funds    | \$45,924,002               |
| Restricted Funds | \$9,252,027                |
| Petty Cash       | <u>\$3,080</u>             |
| <b>Total</b>     | <b><u>\$55,179,109</u></b> |

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

|                      |                      |                  |                     |
|----------------------|----------------------|------------------|---------------------|
| Monthly Revenues     | \$3,515,184          | YTD Revenues     | \$48,322,815        |
| Monthly Expenses     | <u>\$7,865,321</u>   | YTD Expenses     | <u>\$39,743,344</u> |
| Monthly Fund Balance | <u>(\$4,350,137)</u> | YTD Fund Balance | <u>\$8,579,471</u>  |

| <b>3.) Comparative Fund Balances:</b> | <b><u>YTD</u></b> | <b><u>Variance</u></b> |
|---------------------------------------|-------------------|------------------------|
| Actual - 2024-2025                    | \$8,579,471       |                        |
| Budget - 2024-2025                    | \$9,278,342       | (\$698,871)            |
| Last Year - 2023-2024                 | \$13,410,575      | (\$4,831,104)          |

**Note:**

The "Actual Fund Balance" is \$698,871 less than the "Budgeted Fund Balance" and \$4,831,104 less than "Last Year Fund Balance".



Summary  
Financial Report  
March 2024-2025

| MTD                                |  |             |              |                 |  | YTD        |               |              | Variance     |             |
|------------------------------------|--|-------------|--------------|-----------------|--|------------|---------------|--------------|--------------|-------------|
|                                    |  | Actual      | Budget       | Last Year       |  | Actual     | Budget        | Last Year    | Act vs. Bdgt | Act vs LY   |
| REVENUES                           |  | 3,515,184   | 4,558,592    | 4,002,216       |  | 48,322,815 | 47,067,687    | 48,852,591   | 1,255,128    | (529,775)   |
| EXPENSES                           |  | 7,865,321   | 5,360,064    | 4,441,315       |  | 39,743,344 | 37,789,345    | 35,442,016   | (1,953,999)  | (4,301,328) |
| FUND BALANCE                       |  | (4,350,137) | (801,472)    | (439,099)       |  | 8,579,471  | 9,278,342     | 13,410,575   | (698,871)    | (4,831,104) |
| Advalorem - Real                   |  | 151,960     | 115,754      | 83,729          |  | 21,234,566 | 21,050,982    | 20,827,737   | 183,584      | 406,829     |
| Sales Tax                          |  | 2,236,789   | 2,037,011    | 1,865,231       |  | 14,917,399 | 13,728,646    | 13,684,192   | 1,188,753    | 1,233,207   |
| Utility Franchise Fees             |  | 0           | 0            | 0               |  | 2,691,952  | 2,613,312     | 2,613,543    | 78,640       | 78,408      |
| Business License                   |  | 218,139     | 509,582      | 889,460         |  | 3,604,122  | 3,731,102     | 4,009,454    | (126,980)    | (405,332)   |
| Advalorem - Personal               |  | 196,483     | 183,058      | 191,521         |  | 1,176,864  | 1,074,795     | 1,161,230    | 102,069      | 15,635      |
|                                    |  |             |              |                 |  |            |               |              |              |             |
| October thru March 2025 (6 months) |  |             |              |                 |  | 2024-2025  |               |              |              |             |
|                                    |  | Actual      | Budget Total | Outstanding Bal |  | % Received | % Outstanding | Verification |              |             |
| Advalorem - Real                   |  | 21,234,566  | 21,245,666   | (11,100)        |  | 99.95%     | 0.05%         | 100.00%      |              |             |
| Sales Taxes                        |  | 14,917,399  | 28,094,201   | (13,176,802)    |  | 53.10%     | 46.90%        | 100.00%      |              |             |
| Utility Franchise Fees             |  | 2,691,952   | 2,613,571    | 78,381          |  | 103.00%    | -3.00%        | 100.00%      |              |             |
| Business License                   |  | 3,604,122   | 4,374,434    | (770,312)       |  | 82.39%     | 17.61%        | 100.00%      |              |             |
| Advalorem - Personal               |  | 1,176,864   | 2,319,009    | (1,142,145)     |  | 50.75%     | 49.25%        | 100.00%      |              |             |
|                                    |  |             |              |                 |  |            |               |              |              |             |
| MARCH                              |  | MTD         |              |                 |  | MTD        |               |              |              |             |
|                                    |  |             |              | Variance        |  | Last Year  | Act vs LY     |              |              |             |
| Advalorem - Real                   |  | 151,960     | 115,754      | 36,206          |  | 83,729     | 68,231        |              |              |             |
| Sales Taxes                        |  | 2,236,789   | 2,037,011    | 199,778         |  | 1,865,231  | 371,559       |              |              |             |
| Utility Franchise Fees             |  | 0           | 0            | 0               |  | 0          | 0             |              |              |             |
| Business License                   |  | 218,139     | 509,582      | (291,443)       |  | 889,460    | (671,322)     |              |              |             |
| Advalorem - Personal               |  | 196,483     | 183,058      | 13,425          |  | 191,521    | 4,961         |              |              |             |

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

| <b>General Funds</b>             | <b>Banking Institutions</b> | <b>APR</b>           | <b>Mar 2024</b>        | <b>Apr 2024</b>        | <b>May 2024</b>        | <b>Jun 2024</b>        | <b>Jul 2024</b>        | <b>Aug 2024</b>        | <b>Sep 2024</b>        | <b>Oct 2024</b>        | <b>Nov 2024</b>        | <b>Dec 2024</b>        | <b>Jan 2025</b>        | <b>Feb 2025</b>        | <b>Mar 2025</b>        |
|----------------------------------|-----------------------------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| General / Operational Funds      | Region Bank                 | 4.03%                | 18,608,623.16          | 15,387,719.81          | 14,436,292.53          | 12,801,155.18          | 9,516,369.01           | 4,077,735.30           | 2,844,714.72           | 1,979,485.71           | 4,380,644.42           | 4,836,106.35           | 24,990,834.56          | 22,171,177.13          | 13,955,675.26          |
| Enhanced Cash Strategy           | Region Bank                 | 4.31%                | 10,160,280.52          | 10,166,247.60          | 10,223,363.54          | 10,270,541.52          | 10,351,509.61          | 10,418,980.96          | 10,489,627.78          | 8,367,221.84           | 8,499,882.97           | 8,529,641.86           | 8,563,732.21           | 8,607,005.14           | 8,640,328.91           |
| Payroll Fund                     | Region Bank                 | 0.25%                | 308.91                 | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 24,133.01              | 24,133.01              | 24,133.01              | 24,133.01              | 24,133.01              |
| Emergency Reserve Fund           | PNC Bank                    | 4.25%                | 18,358,801.14          | 20,590,395.90          | 20,551,408.03          | 20,661,720.70          | 20,855,623.62          | 20,947,224.55          | 21,071,036.31          | 21,070,949.87          | 21,107,572.98          | 21,230,188.91          | 21,316,814.11          | 21,379,333.55          | 21,445,489.03          |
| Court & Corrections Fund         | Region Bank                 | 0.25%                | 281,008.88             | 140,557.86             | 89,815.80              | 113,043.20             | 132,868.20             | 114,716.50             | 112,200.50             | 137,869.94             | 98,792.61              | 91,015.93              | 143,258.43             | 101,119.49             | 134,947.74             |
| American Rescue Plan (COVID-19)  | SouthPoint                  | 4.40%                | 2,783,428.13           | 2,793,511.80           | 2,803,969.87           | 2,814,127.93           | 2,824,663.25           | 1,773,884.08           | 1,779,878.81           | 1,785,177.23           | 1,790,165.28           | 1,710,094.74           | 1,714,675.61           | 1,718,823.73           | 1,723,428.05           |
| <b>Total - Balance</b>           |                             |                      | <b>\$50,192,450.74</b> | <b>\$49,078,432.97</b> | <b>\$48,104,849.77</b> | <b>\$46,660,588.53</b> | <b>\$43,681,033.69</b> | <b>\$37,332,541.39</b> | <b>\$36,297,458.12</b> | <b>\$33,340,704.59</b> | <b>\$35,901,191.27</b> | <b>\$36,421,180.80</b> | <b>\$56,753,447.93</b> | <b>\$54,001,592.05</b> | <b>\$45,924,002.00</b> |
| <b>Restricted Funds</b>          |                             |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Court Cash Bonds                 | Regions Bank                | 0.25%                | 133,766.00             | 129,371.00             | 119,416.00             | 113,621.00             | 111,646.00             | 104,646.00             | 101,421.00             | 99,551.00              | 94,182.00              | 89,272.00              | 91,082.00              | 91,652.00              | 93,552.00              |
| Contractors' Bonds & CDs on Hand | City Clerk's Office         | n/a                  | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           | 4,187,938.42           |
| Contractors' Cash Bonds          | SouthPoint                  | 0.25%                | 647,538.10             | 659,736.91             | 630,929.54             | 601,364.94             | 609,197.10             | 585,375.54             | 594,199.62             | 593,428.25             | 573,252.03             | 578,678.21             | 582,010.47             | 575,674.35             | 580,499.93             |
| Confiscated Funds                | SouthPoint                  | 1.25%                | 59,061.79              | 59,122.30              | 59,184.90              | 59,245.54              | 59,308.27              | 59,371.06              | 59,431.89              | 59,494.81              | 59,555.77              | 61,848.74              | 69,629.47              | 69,696.24              | 69,770.23              |
| 2013 GOW - QEBC Sinking Fund     | Bank of New York            | 2.35%                | 1,911,964.89           | 1,911,964.89           | 1,911,964.89           | 1,911,964.89           | 1,911,964.89           | 1,911,964.89           | 2,127,191.68           | 2,127,191.68           | 2,127,191.68           | 2,127,191.68           | 2,127,191.68           | 2,127,191.68           | 2,127,191.68           |
| Library Campaign Fund/Donations  | Pinnacle                    | earnings offset fees | 309.20                 | 303.20                 | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   | 0.00                   |
| Lease Escrow Funds               | Truist & Robertson          |                      | 708,848.82             | 709,908.37             | 654,497.10             | 655,560.15             | 656,660.45             | 657,763.60             | 3,967,756.36           | 3,968,666.45           | 3,151,303.96           | 3,152,045.67           | 2,490,839.60           | 2,193,074.50           | 2,193,074.50           |
| <b>Total Balance</b>             |                             |                      | <b>\$7,649,427.22</b>  | <b>\$7,658,345.09</b>  | <b>\$7,563,930.85</b>  | <b>\$7,529,694.94</b>  | <b>\$7,536,715.13</b>  | <b>\$7,507,059.51</b>  | <b>\$11,037,938.97</b> | <b>\$11,036,270.61</b> | <b>\$10,193,423.86</b> | <b>\$10,196,974.72</b> | <b>\$9,548,691.64</b>  | <b>\$9,245,227.19</b>  | <b>\$9,252,026.76</b>  |
| <b>Cash on Hand</b>              |                             |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Petty Cash - City Depts.         |                             |                      | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 | 880.00                 |
| Petty Cash - Courts/Jail         |                             |                      | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 |
| Petty Cash - Library             |                             |                      | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 | 600.00                 |
| Petty Cash - Vehicle Tags        |                             |                      | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               | 1,000.00               |
| <b>Total - Petty Cash</b>        |                             |                      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      | <b>\$3,080.00</b>      |
| <b>Grand Total - All Funds</b>   |                             |                      | <b>\$57,844,957.96</b> | <b>\$56,739,858.06</b> | <b>\$55,671,860.62</b> | <b>\$54,193,363.47</b> | <b>\$51,220,828.82</b> | <b>\$44,842,680.90</b> | <b>\$47,338,477.09</b> | <b>\$44,380,055.20</b> | <b>\$46,097,695.13</b> | <b>\$46,621,235.52</b> | <b>\$66,305,219.57</b> | <b>\$63,249,899.24</b> | <b>\$55,179,108.76</b> |
| <b>Petty Cash Itemization</b>    |                             |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| City Clerk Dept.                 | none                        |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Court Dept.                      | \$600.00                    |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Finance Dept. & Vehicle Tags     | \$1,050.00                  | Tags & City Depts    |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Fire Dept.                       | \$100.00                    | City Depts           |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Inspection Dept.                 | \$300.00                    | City Depts           |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Library                          | \$600.00                    |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Mayor's Office                   | \$200.00                    | City Depts           |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Parks & Leisure Services         | \$300.00                    | City Depts           |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Police Dept.                     | \$200.00                    | City Depts           |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| Public Services                  | none                        |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |
| <b>Total</b>                     | <b>\$3,080.00</b>           |                      |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |                        |

FINANCIAL SUMMARY REPORT  
"MARCH 2024-2025"

| 1                        | MONTH OF MARCH 2025 |                     |                     |                  |            |                     |            | YEAR-TO- DATE THROUGH MARCH 2025 |                     |                     |                  |            |                     |            |
|--------------------------|---------------------|---------------------|---------------------|------------------|------------|---------------------|------------|----------------------------------|---------------------|---------------------|------------------|------------|---------------------|------------|
|                          | 2                   | 3                   | 4                   | 5                | 6          | 7                   | 8          | 9                                | 10                  | 11                  | 12               | 13         | 14                  | 15         |
|                          | 2024-2025<br>Actual | 2024-2025<br>Budget | 2023-2024<br>Actual | Actual to Budget |            | Actual to Last Year |            | 2024-2025<br>Actual              | 2024-2025<br>Budget | 2023-2024<br>Actual | Actual to Budget |            | Actual to Last Year |            |
| REVENUE SUMMARY          |                     |                     |                     | Amount           | Percentage | Amount              | Percentage |                                  |                     |                     | Amount           | Percentage | Amount              | Percentage |
| STATE REVENUE            | 16,986              | 9,346               | 7,276               | 7,640            | 81.74%     | 9,709               | 133.44%    | 138,178                          | 87,120              | 95,490              | 51,058           | 58.61%     | 42,689              | 44.71%     |
| COUNTY REVENUE           | 367,836             | 316,291             | 298,416             | 51,545           | 16.30%     | 69,420              | 23.26%     | 22,548,308                       | 22,260,989          | 22,124,066          | 287,319          | 1.29%      | 424,242             | 1.92%      |
| CITY REVENUE             | 3,067,680           | 4,102,568           | 3,543,854           | (1,034,888)      | -25.23%    | (476,174)           | -13.44%    | 25,068,891                       | 24,218,011          | 26,039,887          | 850,880          | 3.51%      | (970,995)           | -3.73%     |
| PARK & RECREATION        | 62,682              | 130,387             | 152,669             | (67,705)         | -51.93%    | (89,987)            | -58.94%    | 567,438                          | 501,567             | 593,148             | 65,871           | 13.13%     | (25,710)            | -4.33%     |
| TOTAL REVENUE            | 3,515,184           | 4,558,592           | 4,002,216           | (1,043,408)      |            | (487,032)           |            | 48,322,815                       | 47,067,687          | 48,852,591          | 1,255,128        |            | (529,776)           | -1.08%     |
| EXPENDITURE SUMMARY      |                     |                     |                     |                  |            |                     |            |                                  |                     |                     |                  |            |                     |            |
| NON DEPARTMENTAL         | 4,035,758           | 931,064             | 761,443             | (3,104,693)      | -333.46%   | (3,274,315)         | -430.01%   | 15,819,794                       | 12,964,528          | 13,211,553          | (2,855,266)      | -22.02%    | (2,608,241)         | -19.74%    |
| CITY COUNCIL             | 4,508               | 6,551               | 5,486               | 2,043            | 31.18%     | 978                 | 17.82%     | 43,210                           | 56,152              | 49,928              | 12,942           | 23.05%     | 6,717               | 13.45%     |
| MAYOR & ADMINISTRATION   | 209,583             | 246,777             | 164,438             | 37,194           | 15.07%     | (45,145)            | -27.45%    | 1,260,499                        | 1,458,463           | 1,093,850           | 197,964          | 13.57%     | (166,649)           | -15.24%    |
| CITY CLERK               | 45,894              | 55,225              | 43,079              | 9,331            | 16.90%     | (2,815)             | -6.53%     | 301,866                          | 311,085             | 274,080             | 9,219            | 2.96%      | (27,786)            | -10.14%    |
| MUNICIPAL COMPLEX        | 25,424              | 34,941              | 31,191              | 9,517            | 27.24%     | 5,767               | 18.49%     | 232,461                          | 233,443             | 205,210             | 982              | 0.42%      | (27,251)            | -13.28%    |
| INFORMATION SERVICES     | 59,373              | 82,800              | 81,229              | 23,427           | 28.29%     | 21,856              | 26.91%     | 354,641                          | 434,148             | 380,954             | 79,507           | 18.31%     | 26,313              | 6.91%      |
| POLICE                   | 1,212,228           | 1,434,695           | 1,144,380           | 222,467          | 15.51%     | (67,848)            | -5.93%     | 7,410,157                        | 7,848,558           | 6,804,422           | 438,401          | 5.59%      | (605,734)           | -8.90%     |
| FIRE                     | 1,139,163           | 1,310,313           | 1,080,278           | 171,150          | 13.06%     | (58,886)            | -5.45%     | 6,950,827                        | 7,238,181           | 6,552,683           | 287,354          | 3.97%      | (398,144)           | -6.08%     |
| INSPECTION               | 75,929              | 86,140              | 68,600              | 10,211           | 11.85%     | (7,329)             | -10.68%    | 459,990                          | 457,184             | 417,924             | (2,806)          | -0.61%     | (42,066)            | -10.07%    |
| PUBLIC SERVICES          | 453,279             | 478,757             | 454,204             | 25,478           | 5.32%      | 925                 | 0.20%      | 2,823,918                        | 2,836,193           | 2,724,029           | 12,275           | 0.43%      | (99,889)            | -3.67%     |
| PUBLIC LIBRARY           | 222,499             | 305,563             | 251,114             | 83,064           | 27.18%     | 28,615              | 11.40%     | 1,484,793                        | 1,671,162           | 1,434,016           | 186,369          | 11.15%     | (50,777)            | -3.54%     |
| PARKS & LEISURE SERVICES | 381,683             | 387,238             | 355,874             | 5,555            | 1.43%      | (25,809)            | -7.25%     | 2,601,188                        | 2,280,248           | 2,293,366           | (320,940)        | -14.07%    | (307,821)           | -13.42%    |
| TOTAL EXPENDITURES       | 7,865,321           | 5,360,064           | 4,441,315           | (2,505,257)      |            | (3,424,006)         |            | 39,743,344                       | 37,789,345          | 35,442,016          | (1,953,999)      |            | (4,301,328)         |            |
| SURPLUS / (DEFICIT)      | (4,350,137)         | (801,472)           | (439,099)           | (3,548,665)      |            | (3,911,038)         |            | 8,579,471                        | 9,278,342           | 13,410,575          | (698,871)        |            | (4,831,104)         |            |



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

**1. Call to Order**

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

**2. Roll Call**

Roll call was as follows:

**MEMBERS PRESENT:** Mayor Ashley Curry, City Councilors Kimberly Cook, Paul Head, and George Pierce

**MEMBERS ABSENT:** Mayor Pro-Tem Rusty Weaver

**OTHER OFFICIALS PRESENT:** Jeff Downes, City Manager; Bent Owens, Acting City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Melvin Turner, Finance Director; Lori Beth Kearley, Public Works Director; Ethan Fisher, City Engineer; Marvin Green, Fire Chief; Umang Patel, Court Director; James Randall, HR Director, Ryan Farrell, Asst. Fire Chief; Mae Coshatt, Design Review Board; Conrad Garrison, City Planner

**3. Invocation - Don Richards, Vestavia Hills Chaplain**

**4. Pledge Of Allegiance**

**5. Approval Of The Agenda**

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

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

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

No: None. Abstain: None. Motion passed.

## **6. Announcements, Candidates and Guest Recognition**

- Mrs. Cook welcomed Boy Scout Max Granger, Troop 4, to the meeting. He is working on his Communication merit badge.
- Mrs. Cook stated that six applicants have applied for the upcoming vacancy on the Vestavia Board of Education. Interviews will begin at 8 AM on Wednesday, April 23, 2025, in the Executive Conference Room, and the appointment will be announced in November.
- Mr. Pierce welcomed Ashley Moss and Andrew Burke, who were attending the meeting representing the Chamber of Commerce Board.
- Mr. Head announced that the Parks and Recreation Board will meet at 7:30 AM, at the Civic Center, tomorrow morning.

## **7. Proclamation - Day of Prayer and Thanksgiving on April, 22, 2025**

The Mayor presented a Proclamation designating April 22, 2025, as a "Day of Prayer and Thanksgiving." Mr. Downes read the Proclamation aloud and the Mayor presented it to Michelle Hawkins, President of the Chamber of Commerce, and to Chamber members Andrew Burke, Kevin Wade, and Ashley Moss. He stated that this is an annual Proclamation and serves as the prelude to the Dogwood Prayer Breakfast. This year's keynote speakers suffer from ALS, a debilitating disease, and will be very inspirational.

Mr. Pierce stated that he spoke to Carol Godfrey, the wife of one of the presenters for the prayer breakfast, recently. Her husband was a practice partner with Charles Barkley at Auburn. Her husband was diagnosed with ALS in 2019, and it progressed rapidly. He stated that her husband had been working on his speech. He added that it will be pre-recorded because ALS has affected his speech.

## **8. Proclamation - Two Lights for Tomorrow Day - April 18, 2025**

The Mayor presented a Proclamation designating April 18, 2025, as "Two Lights for Tomorrow Day." The Mayor stated that this was an Alabama initiative as part of the 250th anniversary of the ride of Paul Revere. The idea was to offer an opportunity to reflect on the significance of this moment in history.

## **9. City Manager's Report**

Mr. Downes reported the replacement of the chiller at the Vestavia Hills Civic Center has been installed, and that the portable unit is no longer operating.

## **10. Councilors' Reports**

- Mr. Pierce announced that Prayer Breakfast tickets are still available and encouraged everyone to attend.

## **11. Approval Of Minutes - March 24, 2025 regular meeting minutes**

The Mayor announced that the minutes of the March 24, 2025, meeting are being presented for approval. He opened the floor for a motion.

**MOTION:** Approve the minutes of the March 24, 2025, regular meeting as presented. Motion By: Kimberly Cook. Seconded By: Paul Head.

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

No: None. Abstain: None. Motion passed.

### **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**

Mr. Downes stated that this will allow installation of the lower Highway 31 gateway signage, which ALDOT required to be out of the state right-of-way. The City is grateful to Mr. Issis for the voluntary easement that will allow this area to be improved.

**MOTION:** Approve Ordinance Number 3269 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

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

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

No: None. Abstain: None. Motion passed.

**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**

**MOTION:** Approve Ordinance Number 3270 as presented. Motion by: Kimberly Cook. Seconded by: Paul Head.

Chief Green explained this is for the construction of a portable fire training facility off of East Street. Mr. Downes stated that because of Chief Green's great relationship has with other fire chiefs in our area, including Mountain Brook, he has managed to get this use agreement with the City of Mountain Brook for a "burn" building made of Conex boxes. This portable structure will be used for training. He explained the cost of the lease and the parameters.

Mr. Pierce reminded Chief Green about the concerns of residents along that roadway concerning speed. Chief Green stated there will be a minimum amount of traffic, and they will adhere to the posted speed limits.

Mrs. Cook pointed out that Mr. Boone has reviewed and approved this agreement.

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

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

No: None. Abstain: None. Motion passed.

## **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**

Mayor Curry stated that this resolution reschedules the May 26 meeting to May 21 to accommodate observance of Memorial Day. The May 19 work session is canceled because of the high school graduation.

**MOTION:** Approve Resolution Number 5559 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

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

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

No: None. Abstain: None. Motion passed.

- 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**

**MOTION:** Approve Resolution Number 5561 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

Mayor Curry stated that this is for a restaurant liquor license for Waldo's Chicken and Beer, a new restaurant set to open soon on Montgomery Highway. All reviews have been completed, and no issues were found.

Casey Abbott, representing the company, appeared for this request. Mr. Pierce asked about training procedures to ensure no sales to minors. Mr. Abbott stated identification is checked for all sales and they adhere to ABC guidelines for training employees.

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

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, 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)**

- 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**

- The Mayor presented a certificate of recognition for Robert Thompson for his 22 years of service on the Design Review Board. He was joined in this recognition by Mae Coshatt, member of the Design Review Board, and Conrad Garrison, City Planner.
- Leigh Schaffer, employee of Birmingham Recycling and Recovery, stated they are a local resource for recycling.
  - Mrs. Cook asked Mr. Downes to provide information about the city's recycling program. Mr. Downes compared the legacy program which involved a third pickup, which was a separate pickup of recyclables. The cost was greater than \$1 million annually, primarily because of the cost of men and machinery to do this pickup. The problem then was contamination. The current program does not impose fees for contamination, but processes it all as a single-stream that goes either to Repower South or Big Sky Environmental. According to the latest reports he has received, the recycling pickup for all municipalities under a Cahaba Solid Waste Authority contract totals 22,635 tons that is delivered to a third-party for recycling. The amount attributed to Vestavia Hills (per capita) is 5,866 tons. Forty percent of the material collected is diverted from landfills, meaning 2,933 tons. He has requested the latest figures from both third-party recycling entities regarding the amount of material that is repurposed or resold as a commodity and should have that soon.



**19. Time Of Adjournment**

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:45 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



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

**April 28, 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.

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**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-Caprino-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 28<sup>th</sup> 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:

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## **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 28, 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 28<sup>th</sup> 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 28<sup>th</sup> 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  
CITY CLERK  
INTER-DEPARTMENT MEMO**

**April 28, 2025**

**To:** Jeff Downes, City Manager

**From:**

**Cc:**

**RE:** Resolution Number 5563 - A Resolution appointing a member to the Vestavia Hills Board of Education

---

**Background:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. Resolution 5563

**RESOLUTION NUMBER 5563**

**A RESOLUTION APPOINTING A MEMBER OF THE  
VESTAVIA HILLS BOARD OF EDUCATION FOR A  
TERM OF FIVE YEARS**

**WITNESSETH THESE RECITALS:**

**WHEREAS**, Section 11-16-3, Code of Alabama, 1975, provides that the City Council shall appoint members of the City Board of Education to serve for a term of five (5) years; and

**WHEREAS**, the five-year term of Scott Brown as a member of the Vestavia Hills Board of Education expires in June 2024; and

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

1. The City Council does hereby elect and appoint \_\_\_\_\_ as a member of the Vestavia Hills Board of Education for a term of five (5) years, beginning with the first regularly scheduled meeting of the Vestavia Hills Board of Education in June 2025 at 4:00 PM on the date of the first regularly scheduled meeting of the Board in June and ending at 4:00 PM on the date of the first regularly scheduled meeting of the Board in June of the year 2030; and

2. This Resolution shall become effective upon the approval and adoption by the City Council of the City of Vestavia Hills, Alabama.

**RESOLVED, DONE, ORDERED, APPROVED and ADOPTED**, on this the 28<sup>th</sup> day of April, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



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

**April 28, 2025**

**To:** Jeff Downes, City Manager

**From:** Steven Michael, Captain

**Cc:** Marvin Green, Fire Chief

**RE:** Public Hearing - Resolution Number 5558 - A Resolution by the Vestavia Hills City Council acting as the Vestavia Hills E-911 Emergency Communications Board to authorize the City Manager to purchase upgrades to the Fire and Police repeater system

---

**Background:**

As you are aware, the City Council also serves as our 911 Board, overseeing emergency communication infrastructure. The fire and police backup radio repeaters, located on the tower behind Vestavia Hills Bill F. Towers Fire Station No. 1, have reached the end of their serviceable life. Due to their age, our maintenance contract will no longer be renewed. Both of these repeaters are in need of replacement. These systems are crucial to maintaining the department's ISO 1 rating.

**Recommendation:**

It is my recommendation that this be approved.

**Fiscal Impact:**

This project would cost \$25000.00 and would come from excess restricted 911 funds.

**Attachments:**

1. Resolution 5558
2. QUOTE-3061023-1VestaviaHillFD(AL)-Vrx1000-1



## **RESOLUTION NUMBER 5558**

**A RESOLUTION OF THE VESTAVIA HILLS CITY COUNCIL ACTING AS THE VESTAVIA HILLS (E-911) EMERGENCY COMMUNICATIONS BOARD AUTHORIZING THE CITY MANAGER TO PURCHASE UPGRADES TO THE BACKUP RADIO REPEATER SYSTEM FOR THE POLICE AND FIRE DEPARTMENTS**

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

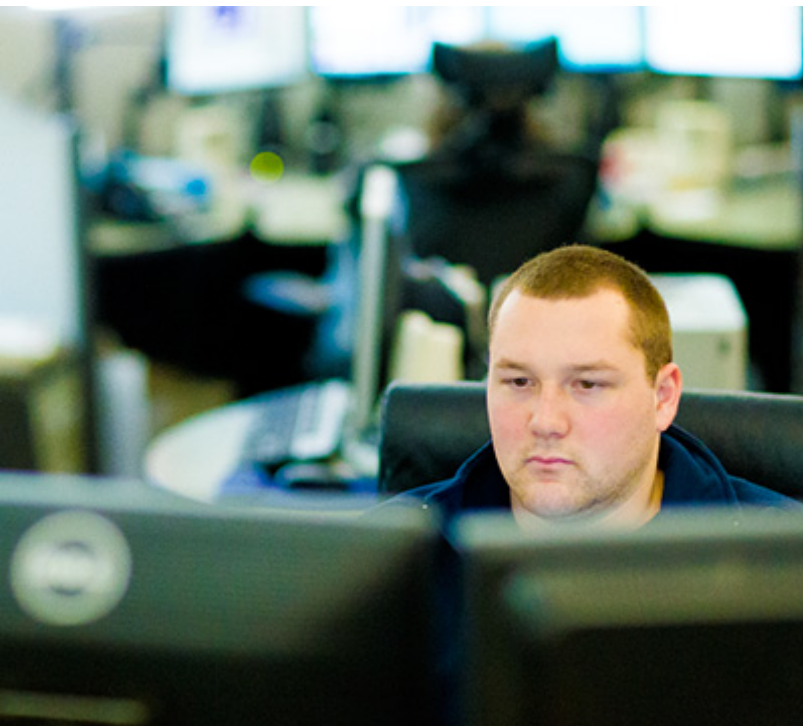
1. The City Manager is hereby authorized to purchase upgrades for the backup radio repeater system equipment for the Vestavia Hills Police and Fire Departments at a cost not to exceed \$25,000 as detailed in a Memorandum from the Fire Captain, a copy of which is marked as “Exhibit A,” attached to and incorporated into this Resolution Number 5558 as though written fully therein; and
2. Said equipment shall be expensed from the City’s Restricted Vestavia Hills Emergency Communications District Funds, and
3. This Resolution Number shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 28<sup>th</sup> day of April, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



VESTAVIA HILLS, CITY OF

03/24/2025

03/24/2025

VESTAVIA HILLS, CITY OF  
513 MONTGOMERY HWY  
VESTAVIA HILLS, AL 35216

Dear Steven Michael,

Motorola Solutions is pleased to present VESTAVIA HILLS, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VESTAVIA HILLS, CITY OF with the best products and services available in the communications industry. Please direct any questions to Bobby Yancey at [bobbyyancey@callmc.com](mailto:bobbyyancey@callmc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bobby Yancey

Motorola Solutions Manufacturer's Representative

Billing Address:  
VESTAVIA HILLS, CITY OF  
513 MONTGOMERY HWY  
VESTAVIA HILLS, AL 35216  
US

Quote Date:03/24/2025  
Expiration Date:05/23/2025  
Quote Created By:  
Bobby Yancey  
bobbyyancey@callmc.com

End Customer:  
VESTAVIA HILLS, CITY OF  
Steven Michael  
smichael@vhal.org  
205-978-0225

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

| Line # | Item Number  | Description                              | Qty | Term    | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|------------------------------------------|-----|---------|------------|------------|-----------------|
|        | VRX1000      |                                          |     |         |            |            |                 |
| 1      | M87USS9PW1AN | VRX1000 700/800MHZ                       | 1   |         | \$3,831.00 | \$3,831.00 | \$3,831.00      |
| 1a     | QA09583AA    | ADD: CABLE VRX1000 TO MOBILE RADIO 20FT  | 1   |         | \$60.00    | \$60.00    | \$60.00         |
| 1b     | QA09566AA    | ENH: VRX1000 RM-OTAP                     | 1   |         | \$166.00   | \$166.00   | \$166.00        |
| 1c     | QA09577AA    | ADD: FOR USE WITH DUAL BAND APX MOBILE*  | 1   |         | \$0.00     | \$0.00     | \$0.00          |
| 1d     | QA09590AA    | ADD: DUPLEXER ASM VRX 700/800MHZ         | 1   |         | \$3,712.00 | \$3,712.00 | \$3,712.00      |
| 1e     | QA09634AA    | ENH: TIER 2: P25 DIGITAL CONV&ENCRYPTION | 1   |         | \$2,385.00 | \$2,385.00 | \$2,385.00      |
| 1f     | QA09633AA    | ENH: TIER 1: ANALOG OPERATION            | 1   |         | \$0.00     | \$0.00     | \$0.00          |
| 2      | LSV01S04106A | VRX ESSENTIAL WARRANTY (3/5/7 YR)        | 1   | 3 YEARS | \$468.00   | \$468.00   | \$468.00        |

**Grand Total** **\$10,622.00(USD)**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Placeholder frequency information has been used to create this quote. Please note that any changes to this information could impact pricing.
- Please be advised that depending on your final frequencies a custom filter fee may be applied which would increase the price of this quote by ~\$3300 USD per unit.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

DRAFT



## Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
**(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



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

**April 28, 2025**

**To:** Jeff Downes, City Manager

**From:**

**Cc:**

**RE:** Public Hearing - Resolution Number 5562 - Annexation - 90 day -  
1720 Vestaview Lane; Jaye Lawrence, Owner

---

**Background:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. Resolution 5562

## **RESOLUTION NUMBER 5562**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated March 25, 2025, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 12th day of May, 2025; and

**WHEREAS**, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

**WHEREAS**, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 14th day of May, 2025.

2. That on the 25th day of August, 2025, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5562 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:



1720 Vestaview Lane  
Jaye Lawrence, Owner(s)

More particularly described as follows:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows: Commence at the Southeast corner of said 1/4-1/4; thence West along the South line thereof a distance of 542.0 feet to the point of beginning of the tract here described, said point being in the center of Rogers Road, thence continue West along said South line a distance of 100.02 feet; thence at an angle to the right 88 degrees 53 minutes 30 seconds, run North a distance of 179.24 feet; thence at an angle to the right of 90 degrees 55 minutes, run East a distance of 100 feet; thence at an angle to the right of 89 degrees 05 minutes run South a distance of 179 .57 feet to the Point of Beginning. Less and except the right of way for Rogers Road over the South 15 feet of said property.

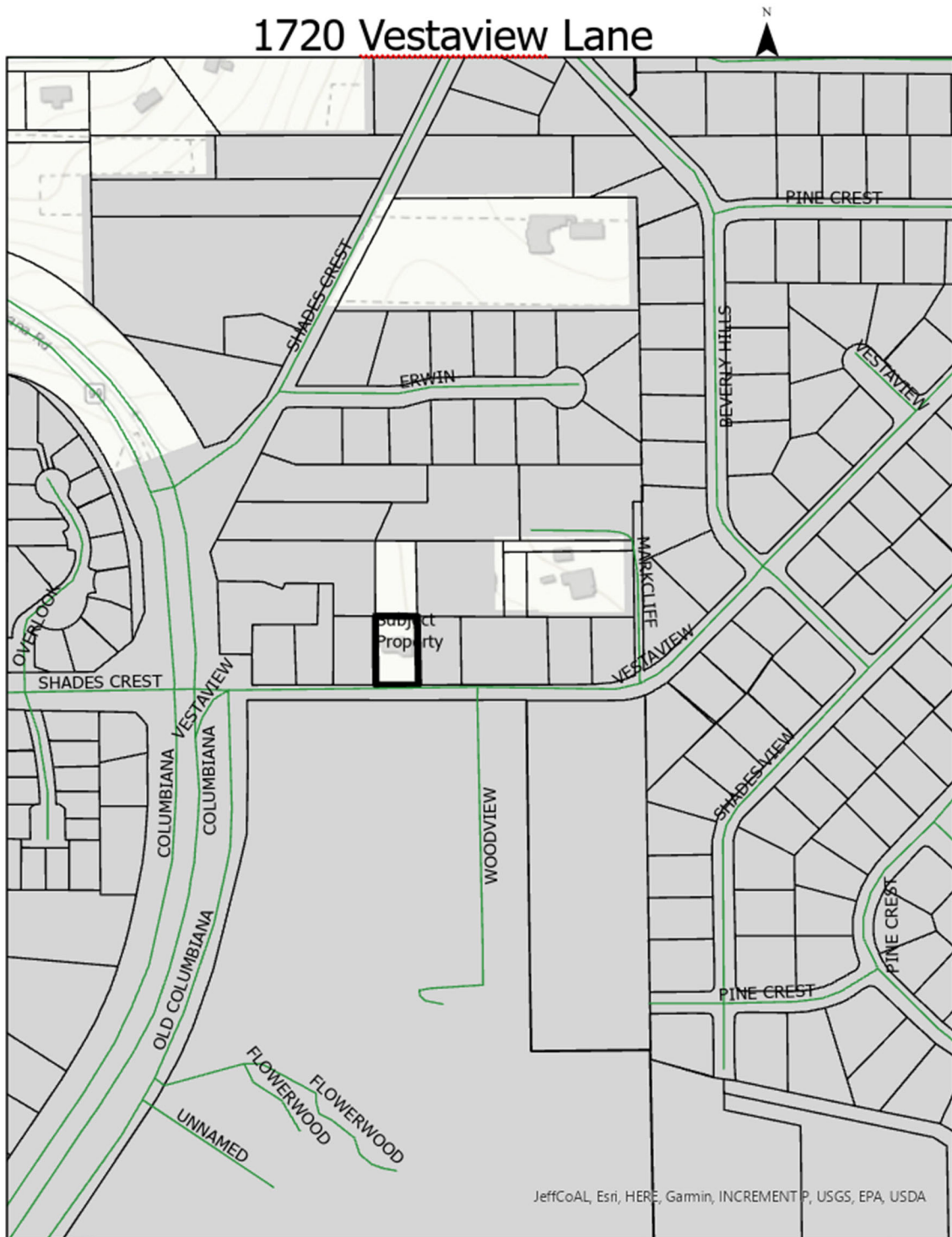
**APPROVED and ADOPTED** this the 12th day of May, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

# 1720 Vestaview Lane



## Legend

Vestavia Hills City Limi ...

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

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

|       |                     |                             | Citizen Access Portal<br>Descriptor | Notes |
|-------|---------------------|-----------------------------|-------------------------------------|-------|
| ====> | 1720 Vestaview Lane | Property Address            |                                     |       |
| ====> | \$ 488,000          | Appraised Value of Property | TOTAL MARKET VALUE                  |       |
|       | 10%                 | Assessment Homestead Rate   |                                     |       |
|       | \$48,800.00         | Assessed Value              | ASSD. VALUE                         |       |

**AD VALOREM REVENUE**

|            |                                                        |  | Citizen Access Portal<br>Descriptor | Notes              |
|------------|--------------------------------------------------------|--|-------------------------------------|--------------------|
| \$1,002.84 | City portion of ad valorem                             |  | (Subset of CITY)                    | (20.55 mills rate) |
| \$1,403.00 | BOE portion of ad valorem                              |  | (Subset of CITY)                    | (28.75 mills rate) |
| \$2,405.84 | Total County remits to City for split with BOE         |  | CITY                                |                    |
| \$736.88   | SPC DIST1 BOE local rev (County gives directly to BOE) |  | SPC SCHOOL1                         | (15.1 mills rate)  |
| \$400.16   | Countywide School Tax to VH                            |  | SCHOOL                              | (8.2 mills rate)   |

**TOTAL AD VALOREM REVENUE**

|                   |                                         |                                           |                                        |
|-------------------|-----------------------------------------|-------------------------------------------|----------------------------------------|
| \$1,002.84        | Annexation Revenue to CITY              | CITY (General Fund portion)               | (20.55 mills)                          |
| \$2,540.04        | Annexation Revenue to BOE               | SCHOOL + SPC SCHOOL1 + CITY (BOE portion) | (8.2 mills + 15.1 mills + 28.75 mills) |
| <b>\$3,542.88</b> | <b>TOTAL ANNEXATION REVENUE BENEFIT</b> |                                           |                                        |

|               |
|---------------|
| <u>Legend</u> |
| City Revenue  |
| BOE Revenue   |

### Annexation Committee Petition Review

Property: 1720 Vestaview Lane

Owners: Jaye Lawrence

Date: 04/16/2025

1. The property in question is contiguous to the city limits.  
Yes ☒ No ☐ Comments: \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
Yes ☒ No ☐ Comments: \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
Yes ☒ No ☐ Comments \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
Yes ☒ No ☐ Comments \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$488,000. Meets city criteria: Yes ☒ No ☐  
Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes ☐ No ☒ this will complete street  
Number of total homes \_\_\_\_\_ Number in city \_\_\_\_\_
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
Agreed to by petitioner: Yes n/a No ☐ Comment \_\_\_\_\_

Property: 1720 Vestaview Lane

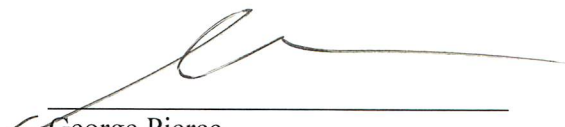
8. A non-refundable administrative fee of \$100 has been paid to the city.  
Furthermore, voluntary contributions, including an application fee, of  
\$ \_\_\_\_\_ will be paid to offset costs associated with the annexation.  
Yes N/A No \_\_\_\_\_ Comment \_\_\_\_\_

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

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

11. Information on children: Number in family 2; Plan to enroll in VH  
schools Yes ✓ No \_\_\_\_\_ Comments: one is newborn

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman

|                                                     |                      |                               |                        |
|-----------------------------------------------------|----------------------|-------------------------------|------------------------|
| <b>PARCEL #:</b> 29 00 25 2 009 031.000             | <b>[ 111-C0 ]</b>    | Baths: <b>3.0</b>             | H/C Sqft: <b>1,987</b> |
| <b>OWNER:</b> LAWRENCE JAYE LYN                     | <b>18-020.0</b>      | Bed Rooms: <b>5</b>           | Land Sch: <b>G1</b>    |
| <b>ADDRESS:</b> 1720 VESTAVIEW LN VESTAVIA AL 35216 | Land: <b>199,000</b> | Imp: <b>289,000</b>           | Total: <b>488,000</b>  |
| <b>LOCATION:</b> 1720 VESTAVIEW LN AL 35216         | Acres: <b>0.000</b>  | Sales Info: <b>01/15/2021</b> | <b>\$268,500</b>       |

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

Tax Year : 2024 ▼

SUMMARY   LAND   BUILDINGS   SALES   PHOTOGRAPHS   MAPS

SUMMARY

| ASSESSMENT       |              |                   |        | VALUE                                        |                   |
|------------------|--------------|-------------------|--------|----------------------------------------------|-------------------|
| PROPERTY CLASS:  | 3            | OVER 65 CODE:     |        | LAND VALUE 10%                               | \$199,000         |
| EXEMPT CODE:     | 2-2          | DISABILITY CODE:  |        | LAND VALUE 20%                               | \$0               |
| MUN CODE:        | 01 COUNTY    | HS YEAR:          | 2022   | CURRENT USE VALUE                            | [DEACTIVATED] \$0 |
| SCHOOL DIST:     |              | EXM OVERRIDE AMT: | \$0.00 | <u>CLASS 2</u>                               |                   |
| OVR ASD VALUE:   | \$0.00       | TOTAL MILLAGE:    | 50.1   | <u>CLASS 3</u>                               |                   |
| CLASS USE:       |              |                   |        | BLDG 001                                     | 111 \$289,000     |
| FOREST ACRES:    | 0            | TAX SALE:         |        | TOTAL MARKET VALUE [APPR. VALUE: \$488,000]: |                   |
| PREV YEAR VALUE: | \$454,700.00 | BOE VALUE:        | 0      | Assesment Override:                          |                   |
|                  |              |                   |        | MARKET VALUE:                                |                   |
|                  |              |                   |        | CU VALUE:                                    |                   |
|                  |              |                   |        | PENALTY:                                     |                   |
|                  |              |                   |        | ASSESSED VALUE:                              |                   |

| TAX INFO                 |       |         |             |          |                         |               |           |
|--------------------------|-------|---------|-------------|----------|-------------------------|---------------|-----------|
|                          | CLASS | MUNCODE | ASSD. VALUE | TAX      | EXEMPTION               | TAX EXEMPTION | TOTAL TAX |
| STATE                    | 3     | 1       | \$48,800    | \$317.20 | \$4,000                 | \$26.00       | \$291.20  |
| COUNTY                   | 3     | 1       | \$48,800    | \$658.80 | \$2,000                 | \$27.00       | \$631.80  |
| SCHOOL                   | 3     | 1       | \$48,800    | \$400.16 | \$0                     | \$0.00        | \$400.16  |
| DIST SCHOOL              | 3     | 1       | \$48,800    | \$0.00   | \$0                     | \$0.00        | \$0.00    |
| CITY                     | 3     | 1       | \$48,800    | \$0.00   | \$0                     | \$0.00        | \$0.00    |
| FOREST                   | 3     | 1       | \$0         | \$0.00   | \$0                     | \$0.00        | \$0.00    |
| SPC SCHOOL1              | 3     | 1       | \$48,800    | \$248.88 | \$0                     | \$0.00        | \$248.88  |
| SPC SCHOOL2              | 3     | 1       | \$48,800    | \$819.84 | \$0                     | \$0.00        | \$819.84  |
| ASSD. VALUE: \$48,800.00 |       |         | \$2,444.88  |          | GRAND TOTAL: \$2,391.88 |               |           |
| FULLY PAID               |       |         |             |          |                         |               |           |

| DEEDS                      |           | PAYMENT INFO |          |                   |            |
|----------------------------|-----------|--------------|----------|-------------------|------------|
| INSTRUMENT NUMBER          | DATE      | PAY DATE     | TAX YEAR | PAID BY           | AMOUNT     |
| <a href="#">2021095434</a> | 8/16/2021 | 12/21/2024   | 2024     | CORELOGIC 1002    | \$2,391.88 |
| <a href="#">2021006591</a> | 1/15/2021 | 12/19/2023   | 2023     | CORELOGIC         | \$2,225.55 |
|                            |           | 12/7/2022    | 2022     | CORELOGIC         | \$2,175.45 |
|                            |           | 12/9/2021    | 2021     | CORELOGIC         | \$1,626.31 |
|                            |           | 12/23/2020   | 2020     | SHARMAN FRANCES M | \$1,566.14 |
|                            |           |              | 2019     |                   | \$0.00     |
|                            |           |              | 2018     |                   | \$0.00     |
|                            |           |              | 2017     |                   | \$0.00     |
|                            |           |              | 2016     |                   | \$0.00     |
|                            |           |              | 2015     |                   | \$0.00     |
|                            |           |              | 2014     |                   | \$0.00     |
|                            |           |              | 2013     |                   | \$0.00     |
|                            |           |              | 2012     |                   | \$0.00     |
|                            |           | 20091228     | 2009     | ***               | \$1,115.32 |
|                            |           | 20021010     | 2002     | ***               | \$621.34   |
|                            |           | 20011010     | 2001     | ***               | \$621.34   |
|                            |           | 20001208     | 2000     | ***               | \$621.34   |
|                            |           | 19991108     | 1999     | ***               | \$430.34   |
|                            |           | 19981012     | 1998     | ***               | \$386.68   |
|                            |           | 19971007     | 1997     | ***               | \$386.68   |
|                            |           | 19961016     | 1996     | ***               | \$291.11   |

## Engineering/Public Works Review

Record No. ANX-24-12

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Christopher Brady

**Due Date** None

---

### Primary Location

1720 VESTAVIEW LN  
VESTAVIA HILLS, AL 35216

### Owner

Jaye Lyn Lawrence  
Vestaview Lane 1720 Vestaview Lane Vestavia Hills,  
Alabama 35216

### Applicant

 Jaye Lawrence  
 334-375-2949  
 jllawrence90@gmail.com  
 1720 Vestaview Lane  
Vestavia Hills, Alabama 35216

---

## Messages

**Christopher Brady**

April 1, 2025 at 2:30 pm

No concerns noted. Vestaview Lane is maintained by the City, and recently complete repaving in March. I met with homeowner and walked yard and did not find any concerns.

---

## Step Activity

OpenGov system activated this step

03/24/2025 at 9:08 am

OpenGov system assigned this step to Christopher Brady

03/24/2025 at 9:08 am

Christopher Brady approved this step

04/01/2025 at 2:30 pm

## Board of Education Review

Record No. ANX-24-12

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Scott Brown

**Due Date** None

---

### Primary Location

1720 VESTAVIEW LN  
VESTAVIA HILLS, AL 35216

### Owner

Jaye Lyn Lawrence  
Vestaview Lane 1720 Vestaview Lane Vestavia Hills,  
Alabama 35216

### Applicant

 Jaye Lawrence  
 334-375-2949  
 jllawrence90@gmail.com  
 1720 Vestaview Lane  
Vestavia Hills, Alabama 35216

---

## Messages

**Scott Brown**

April 2, 2025 at 1:28 pm

No objection

---

## Step Activity

OpenGov system activated this step

03/24/2025 at 9:08 am

OpenGov system assigned this step to Scott Brown

03/24/2025 at 9:08 am

Scott Brown approved this step

04/02/2025 at 1:28 pm



## Police Department Review

Record No. ANX-24-12

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Richard Wilcox

**Due Date** None

---

### Primary Location

1720 VESTAVIEW LN  
VESTAVIA HILLS, AL 35216

### Owner

Jaye Lyn Lawrence  
Vestaview Lane 1720 Vestaview Lane Vestavia Hills,  
Alabama 35216

### Applicant

 Jaye Lawrence  
 334-375-2949  
 jllawrence90@gmail.com  
 1720 Vestaview Lane  
Vestavia Hills, Alabama 35216

---

## Messages

No comments yet.

## Step Activity

OpenGov system activated this step

03/24/2025 at 9:08 am

OpenGov system assigned this step to Richard Wilcox

03/24/2025 at 9:08 am

Richard Wilcox approved this step

04/02/2025 at 12:54 pm

## Fire Department Review

Record No. ANX-24-12

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Ryan Farrell

**Due Date** None

---

### Primary Location

1720 VESTAVIEW LN  
VESTAVIA HILLS, AL 35216

### Owner

Jaye Lyn Lawrence  
Vestaview Lane 1720 Vestaview Lane Vestavia Hills,  
Alabama 35216

### Applicant

 Jaye Lawrence  
 334-375-2949  
 jllawrence90@gmail.com  
 1720 Vestaview Lane  
Vestavia Hills, Alabama 35216

---

## Messages

No comments yet.

## Step Activity

OpenGov system activated this step 03/24/2025 at 9:08 am

---

OpenGov system assigned this step to Ryan Farrell 03/24/2025 at 9:08 am

---

Ryan Farrell approved this step 03/31/2025 at 7:56 am

## ANX-24-12

### Annexation Application

Status: Active

Submitted On: 9/30/2024

### Primary Location

1720 VESTAVIEW LN  
VESTAVIA HILLS, AL 35216

### Owner

Jaye Lyn Lawrence  
Vestaview Lane 1720 Vestaview Lane  
Vestavia Hills, Alabama 35216

### Applicant

 Jaye Lawrence  
 334-375-2949  
 jllawrence90@gmail.com  
 1720 Vestaview Lane  
Vestavia Hills, Alabama 35216

---

## Owner Information

Owner's Name\* 

Jaye Lawrence

Owner Mailing Address Inc. City, State, Zip\*

1720 Vestaview Lane Vestavia Hills, AL 35216

---

## Property Information

Address of Property to be annexed?\*

1720 Vestaview Lane Vestavia Hills AL 35216

Legal Description of Property to be Annexed\* 

See Attached.

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

29 00 25 2 009 031.000

County Zoning Classification

JCR1

Is this annexation for redevelopment?\*

No

Compatible City Zoning Classification

VHR2

Desired Zoning Classification

VHR2

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

Yes

---

## Annexation Request Information

Please Explain your reason for requesting annexation?\*

School systems for our daughter and simply wanting be in the Vestavia community.

Are you located in the Rocky Ridge Fire District?\*

No

---

## Information on Children

Name of Child

Charlie Rogers

Age of Child

4

School Grade of Child

4K - Creative Montessori School

Plan to Enroll in Vestavia Hills School within 2 years?

Yes

Name of Child

Noa Rogers

Age of Child

unborn due Feb 2, 2025

School Grade of Child

n/a

Plan to Enroll in Vestavia Hills Schools within 2 years?

n/a

Addition children information ?

---

## Attachments



### Owner's Notarized Affidavit

Rezoning - Owner Affidavit.jpg

Uploaded by Jaye Lawrence on Sep 30, 2024 at 10:49 AM

REQUIRED



City of Vestavia Hills  
Office of the City Clerk

**OWNER AFFIDAVIT (This form must be notarized):**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority that we are the owners of said property requesting annexation:

SIGNATURES:

Jaye Lawrence Lot \_\_\_\_\_ Blk \_\_\_\_\_ Survey \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA

JEFFERSON  
County

COUNTY

JAYE LYN LAWRENCE

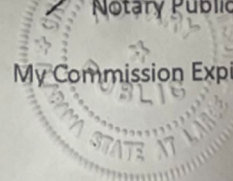
being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of the owners of the property to be annexed by this petition.

Jaye Lawrence  
Signature of Certifier

Subscribed and sworn before me on this 30 day of September, 2024.

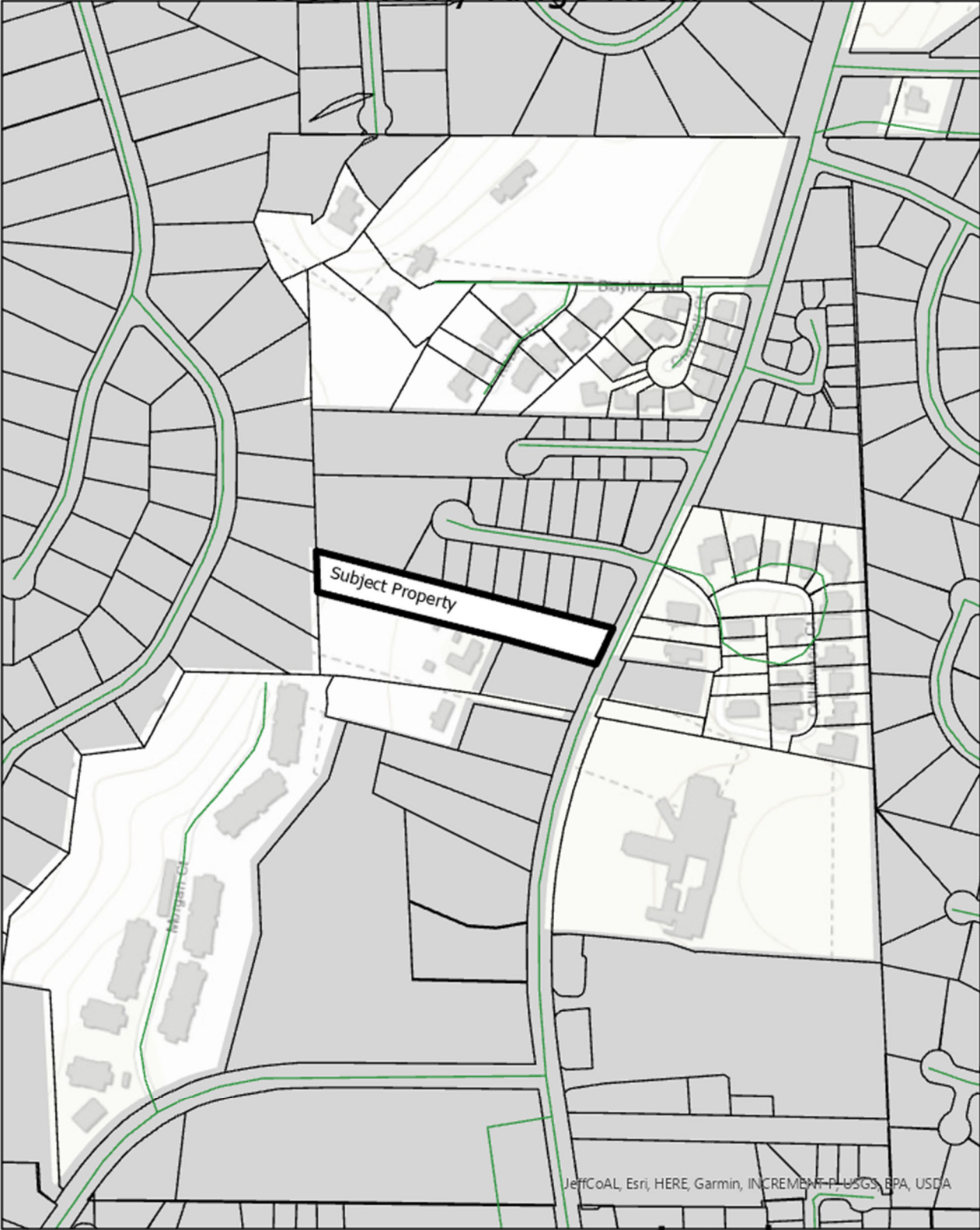
[Signature]  
Notary Public

My Commission Expires: 5-6-2028



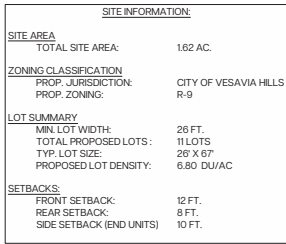
2560 Rocky Ridge Road

N



**Legend**

Vestavia\_Hills\_City\_Limi ...

[illegible]

**ROCKY RIDGE TOWNHOMES**  
2560 ROCKY RIDGE ROAD  
CAHABA HEIGHTS, JEFFERSON COUNTY, AL 35243

2560 ROCKY RIDGE ROAD  
CAHABA HEIGHTS, JEFFERSON COUNTY, AL 35243

MENTS ARE THE PROPERTY OF SANFORD GROUP, LLC. ANY DISTRIBUTION OR USE BEYOND THEIR INTENT WITHOUT WRITTEN CONSENT IS A VIOLATION OF COPYRIGHT LAW.

SEAL



## DESIGN TEAM

DRAWN BY: J  
DESIGNED BY: J  
CHECKED BY:

SCALE & NORTH ARROW

SCALE & NORTH ARROW:



NORTH ARROW



JOB NUMBER: \_\_\_\_\_

DATE: 3/4/20

SHEET TITLE:

SITE PLAN

10. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

**C-3.0**







## Engineering/Public Works Review

Record No. ANX-25-1

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Christopher Brady

**Due Date** None

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### Primary Location

2560 ROCKY RIDGE RD  
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL  
35243

### Owner

2DN, LLC  
Pike Road 1318 Pike Road , AL 36064

### Applicant

 Brandon Hays  
 205-568-0551  
 brandon@hartbrookdev.com  
 1280 Moores Mill Road Ste 209  
Auburn, AL 36830

---

## Messages

**Christopher Brady**

March 28, 2025 at 12:03 pm

Engineering has scheduled a floodplain impact review meeting with developer and project engineer on Monday, 3/31

**Christopher Brady**

April 1, 2025 at 10:57 am

Preliminary plan review and floodplain impact review meeting held 3/31. Documentation needed for engineering permits discussed and timelines identified. Engineering is ok for this moving forward for annexation considerations.

---

## Step Activity

OpenGov system activated this step

03/24/2025 at 9:15 am

OpenGov system assigned this step to Christopher Brady

03/24/2025 at 9:15 am

Christopher Brady approved this step

04/01/2025 at 10:57 am

## Board of Education Review

Record No. ANX-25-1

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Scott Brown

**Due Date** None

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### Primary Location

2560 ROCKY RIDGE RD  
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL  
35243

### Owner

2DN, LLC  
Pike Road 1318 Pike Road , AL 36064

### Applicant

 Brandon Hays  
 205-568-0551  
 brandon@hartbrookdev.com  
 1280 Moores Mill Road Ste 209  
Auburn, AL 36830

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## Messages

**Scott Brown**

April 2, 2025 at 1:43 pm

No objection

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## Step Activity

OpenGov system activated this step

03/24/2025 at 9:15 am

OpenGov system assigned this step to Scott Brown

03/24/2025 at 9:15 am

Scott Brown approved this step

04/02/2025 at 1:43 pm

## Fire Department Review

Record No. ANX-25-1

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Christopher Vines

**Due Date** None

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### Primary Location

2560 ROCKY RIDGE RD  
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL  
35243

### Owner

2DN, LLC  
Pike Road 1318 Pike Road , AL 36064

### Applicant

 Brandon Hays  
 205-568-0551  
 brandon@hartbrookdev.com  
 1280 Moores Mill Road Ste 209  
Auburn, AL 36830

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## Messages

**Christopher Vines**

March 31, 2025 at 10:40 am

The width of access road and turn around are acceptable as long as there will be no street side parking allowed.

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## Step Activity

OpenGov system activated this step 03/24/2025 at 9:15 am

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OpenGov system assigned this step to Ryan Farrell 03/24/2025 at 9:15 am

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Christopher Vines approved this step 03/31/2025 at 11:04 am

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Christopher Vines reassigned this step from Ryan Farrell to Christopher Vines 03/31/2025 at 11:04 am

## Police Department Review

Record No. ANX-25-1

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Richard Wilcox

**Due Date** None

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### Primary Location

2560 ROCKY RIDGE RD  
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL  
35243

### Owner

2DN, LLC  
Pike Road 1318 Pike Road , AL 36064

### Applicant

 Brandon Hays  
 205-568-0551  
 brandon@hartbrookdev.com  
 1280 Moores Mill Road Ste 209  
Auburn, AL 36830

---

### Step Activity

OpenGov system activated this step 03/24/2025 at 9:15 am

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OpenGov system assigned this step to Richard Wilcox 03/24/2025 at 9:15 am

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Richard Wilcox approved this step 04/02/2025 at 12:53 pm

## ANX-25-1

### Annexation Application

Status: Active

Submitted On: 2/28/2025

### Primary Location

2560 ROCKY RIDGE RD  
NOT IN THE CITY IN PROCESS OF  
ANNEXATION, AL 35243

### Owner

2DN, LLC  
Pike Road 1318 Pike Road , AL 36064

### Applicant

 Brandon Hays  
 205-568-0551  
 brandon@hartbrookdev.com  
 1280 Moores Mill Road Ste 209  
Auburn, AL 36830

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## Owner Information

Owner's Name\* 

Traweek Dickson Jr.

Owner Mailing Address Inc. City, State, Zip\*

1318 Pike Road, Pike Road, AL 36064

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## Property Information

Address of Property to be annexed?\*

2560 Rocky Ridge, Vestavia, AL 35243

Legal Description of Property to be Annexed\* 

Beginning at the Northwest corner of the NE¼ of the NW¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along West line of said quarter-quarter section 997.78 feet to point of beginning; thence run South along said West line 102.29 feet, thence turning an angle to the left of 73°40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25 feet West of the center line of said road, thence turning an angle to the left of 79°2' and run Northeasterly along said Westerly line of said road 100 feet; thence turning an angle to the left of 100°58' and run Westerly 751.43 feet to the point of beginning.

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28-00-32-2-002-033.00

County Zoning Classification

C-P - PREFERRED COMMERCIAL

Is this annexation for redevelopment?\*

Yes

Compatible City Zoning Classification

Desired Zoning Classification

R9

If for redevelopment, please explain

Redevelopment into 11 luxury townhome units. Approx. 1800 sq. ft. and 3 bedroom/3 bathroom.

---

## Annexation Request Information

Please Explain your reason for requesting annexation?\*

Annexation into Vestavia Hills for R9 zoning to redevelop parcel into 11 luxury townhome units. 2 buildings of 4 units each, and one 3 unit building.

Are you located in the Rocky Ridge Fire District?\*

Yes

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## Information on Children

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

—

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information ?

## Attachments

|                                                                                   |                                                                                                                                                         |                 |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|  | <b>Owner's Notarized Affidavit</b><br>Owner-affidavit 2560 Rocky Ridge.pdf<br>Uploaded by Brandon Hays on Feb 28, 2025 at 2:25 PM                       | <b>REQUIRED</b> |
|  | <b>"As Built" survey of property (if available)</b><br>Survey- 2560 ROCKY RIDGE RD BNDY-TOPO.pdf<br>Uploaded by Brandon Hays on Feb 28, 2025 at 2:26 PM |                 |
|  | <b>2025.03.04 - Site Plan.pdf</b><br>2025.03.04 - Site Plan.pdf<br>Uploaded by Brandon Hays on Mar 17, 2025 at 4:45 PM                                  |                 |
|  | <b>2025.03.24 - Rocky Ridge Townhomes CDs.pdf</b><br>2025.03.24 - Rocky Ridge Townhomes CDs.pdf<br>Uploaded by Brandon Hays on Mar 31, 2025 at 6:08 PM  |                 |
|  | <b>2025.03.25 - Rocky Ridge Hydro Report.pdf</b><br>2025.03.25 - Rocky Ridge Hydro Report.pdf<br>Uploaded by Brandon Hays on Mar 31, 2025 at 6:08 PM    |                 |

## Record Activity

|                                                                                                                    |                       |
|--------------------------------------------------------------------------------------------------------------------|-----------------------|
| Brandon Hays started a draft Record                                                                                | 02/28/2025 at 2:05 pm |
| Brandon Hays added file Owner-affidavit 2560 Rocky Ridge.pdf                                                       | 02/28/2025 at 2:25 pm |
| Brandon Hays added file Survey- 2560 ROCKY RIDGE RD BNDY-TOPO.pdf                                                  | 02/28/2025 at 2:26 pm |
| Brandon Hays submitted Record ANX-25-1                                                                             | 02/28/2025 at 2:27 pm |
| OpenGov system altered approval step City Clerk Receipt, changed status from Inactive to Active on Record ANX-25-1 | 02/28/2025 at 2:27 pm |
| OpenGov system altered payment step Custom Payment, changed status from Inactive to Active on Record ANX-25-1      | 02/28/2025 at 2:27 pm |
| OpenGov system assigned approval step City Clerk Receipt to Rebecca Leavings on Record ANX-25-1                    | 02/28/2025 at 2:27 pm |
| OpenGov system completed payment step Custom Payment on Record ANX-25-1                                            | 02/28/2025 at 2:32 pm |
| Brandon Hays added file 2025.03.04 - Site Plan.pdf to Record ANX-25-1                                              | 03/17/2025 at 4:45 pm |
| Rebecca Leavings approved approval step City Clerk Receipt on Record ANX-25-1                                      | 03/24/2025 at 9:11 am |



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

**April 28, 2025**

**To:** Jeff Downes, City Manager

**From:**

**Cc:**

**RE:** Public Hearing - Ordinance Number 3272 - Annexation - Overnight  
- 1720 Vestaview Lane; Jaye Lawrence, Owner

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**Background:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. Ordinance 3272



**ORDINANCE NUMBER 3272**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Jaye Lawrence dated March 25, 2025, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Vestavia Hills, Alabama, as follows:

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

1720 Vestaview Lane  
Jaye Lawrence

More particularly described as follows:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows: Commence at the Southeast corner of said 1/4-1/4; thence West along the South line thereof a distance of 542.0 feet to the point of beginning of the tract here described, said point being in the center of Rogers Road, thence continue West along said South line a distance of

100.02 feet; thence at an angle to the right 88 degrees 53 minutes 30 seconds, run North a distance of 179.24 feet; thence at an angle to the right of 90 degrees 55 minutes, run East a distance of 100 feet; thence at an angle to the right of 89 degrees 05 minutes run South a distance of 179 .57 feet to the Point of Beginning. Less and except the right of way for Rogers Road over the South 15 feet of said property.

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 12th day of May, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

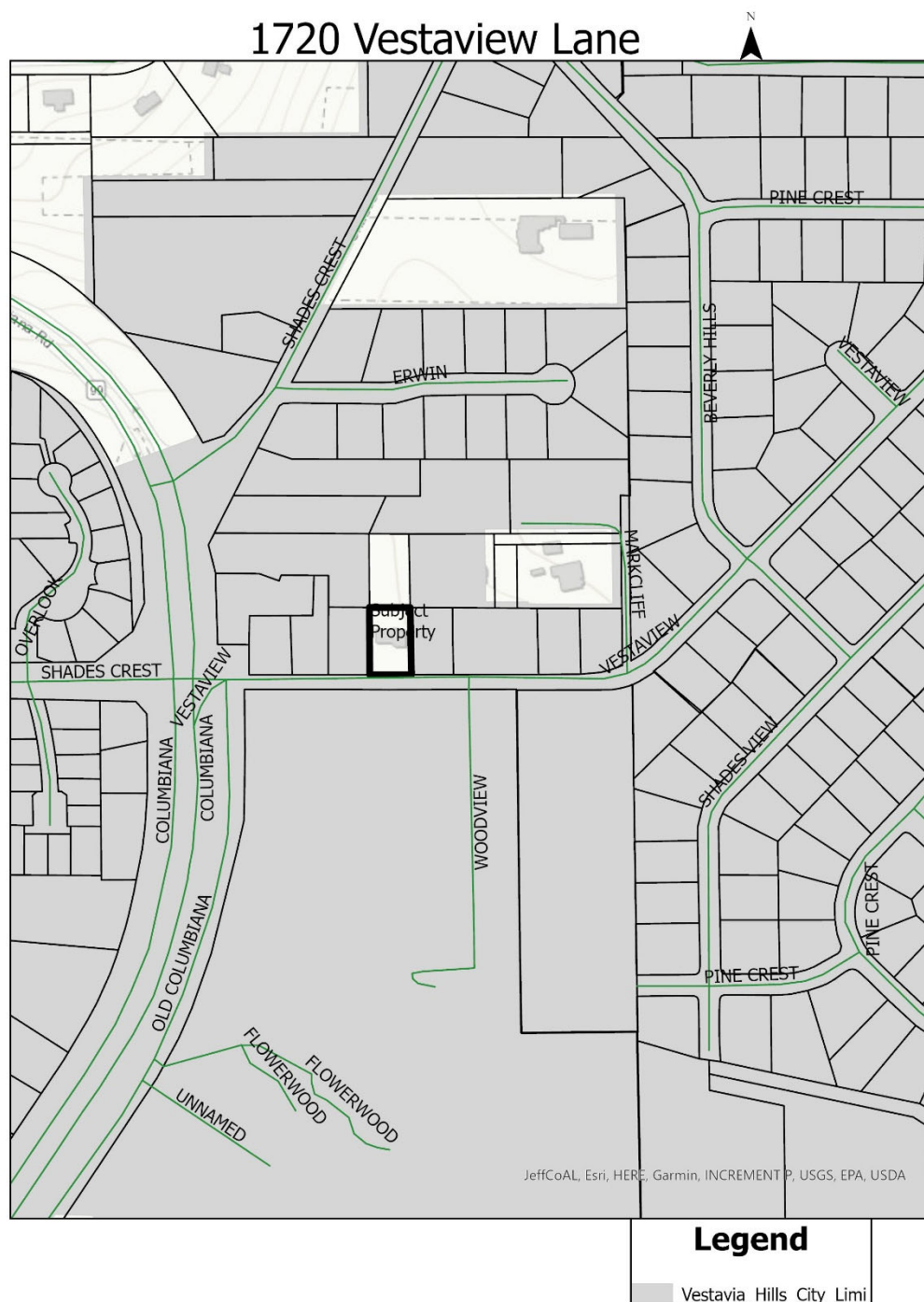
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3272 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 12th day of May, 2025, as same appears in the official records of said City.

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

Rebecca Leavings  
City Clerk





## **CITY OF VESTAVIA HILLS**

### **INTER-DEPARTMENT MEMO**

**April 28, 2025**

**To:** Jeff Downes, City Manager

**From:**

**Cc:**

**RE:** Citizens Comments

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**Background:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

None