



**Vestavia Hills
City Council Agenda
August 14, 2023
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Butch Williams, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation for National Senior Citizens Day - August 21, 2023
8. City Manager's Report
 - Presentation and Budget Message for proposed FY2024 Budgets for the City of Vestavia Hills
9. Councilors' Reports
10. Financial Reports - Melvin Turner, III, Finance Director
11. Approval Of Minutes
 - July 17, 2023 - Work Session
 - July 24, 2023 Work Session
 - July 24, 2023 Regular Meeting

Old Business

12. Public Hearing - Resolution Number 5462 - A Resolution authorizing the installation of a new support structure for a small cell facility to be located in the right-of-way adjacent to 1663/1671 Crossgate Drive, 2581 Crossgate Place and 1704 Crosswood Lane
13. Public Hearing - Ordinance Number 3185 - An Ordinance authorizing the City Manager to execute and deliver an agreement with Environmental Design Studio to provide landscape architectural services for proposed landscape improvements along the Highway 31 corridor in Vestavia Hills.
14. Public Hearing - Ordinance Number 3186 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an agreement with Bagby Elevator Company,

Inc., for inspection and maintenance services for the City Hall/ VHPD, Civic Center and The Library in the Forest.

New Business

New Business Requesting Unanimous Consent

15. Public Hearing - Resolution Number 5474 - A Resolution authorizing the City Attorney to request an Opinion from the Alabama Attorney General regarding small cell deployment in the City of Vestavia Hills

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

16. Public Hearing - Ordinance Number 1595-A - An Ordinance to Amend Ordinance Number 1595 - Rezoning the Columbiana Crossing Shopping Center from Jefferson County C-1 to Vestavia Hills B-2; Compatible zoning for annexation by amending the legal description for said property
17. Public Hearing - Ordinance Number 3187 - An Ordinance approving and adopting the final 10% of the fiscal year 2023 budgets for the City of Vestavia Hills *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
18. Public Hearing - Ordinance Number 3188 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2023 Until September 30, 2024 *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
19. Public Hearing - Resolution Number 5473 - A Resolution Authorizing An Increase In Salary And Wages And Adoption Of New Pay Plans For Employees *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
20. Citizens Comments
21. Time Of Adjournment

PUBLIC HEARING PROCEDURES

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

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

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

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

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

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

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

WHEREAS, throughout our history, older people have achieved much for our families, communities, and country; and

WHEREAS, with improved healthcare and more years of productivity, older citizens are reinforcing their historical roles as leaders and sense of purpose as individuals and as a Nation; and

WHEREAS, many of them are embarking on second careers, giving younger people an example of responsibility, resourcefulness, competence, and determination; and

WHEREAS, more than 11 million senior citizens are serving as volunteers in various programs and projects that benefit every sector of society; and

WHEREAS, we can best demonstrate our gratitude for the older seniors' accomplishments by making sure that our communities enable them to participate to the fullest and find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim August 21, 2023 as

NATIONAL SENIOR CITIZENS DAY

which is recognized annually and was authorized and requested by President Ronald Reagan in 1988 to encourage them to be active members of their community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 14th day of August 2023.

Ashley C. Curry
Mayor

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of June was \$54,307,150, which is comprised of the following funds:

General Funds	\$43,113,528
Restricted Funds	\$11,190,642
Petty Cash	<u>\$2,980</u>
Total	<u>\$54,307,150</u>

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

Monthly Revenues	\$4,885,795	YTD Revenues	\$57,239,731
Monthly Expenses	<u>\$4,748,168</u>	YTD Expenses	<u>\$47,646,179</u>
Monthly Fund Balance	<u>\$137,627</u>	YTD Fund Balance	<u>\$9,593,552</u>

3.) Comparative Fund Balances:

	<u>YTD</u>	<u>Variance</u>
Actual - 2022-2023	\$9,593,552	
Budget - 2022-2023	\$5,677,685	\$3,915,867
Last Year - 2021-2022	\$8,038,976	\$1,554,576

Note:

The "Actual Fund Balance" is \$3,915,867 greater than the "Budgeted Fund Balance" and \$1,554,576 greater than "Last Year Fund Balance".

Summary
Financial Report
June 2022-2023

MTD						YTD			Variance	
		Actual		Budget	Last Year	Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES		4,885,795		3,386,438	3,946,956	57,239,731	48,952,055	50,430,778	8,287,676	6,808,953
EXPENSES		4,748,168		4,677,050	5,708,451	47,646,179	43,274,370	42,391,802	(4,371,809)	(5,254,377)
FUND BALANCE		137,627		(1,290,612)	(1,761,494)	9,593,552	5,677,685	8,038,976	3,915,867	1,554,576
Advalorem - Real		3,397		39,084	59,715	18,952,284	17,293,119	17,136,962	1,659,165	1,815,322
Sales Tax		4,060,345		2,244,063	3,022,413	23,532,311	18,237,798	20,712,466	5,294,513	2,819,844
Utility Franchise Fees		0		0	0	2,466,962	2,353,151	2,353,329	113,811	113,633
Business License		(191,989)		190,615	189,443	3,716,871	3,754,257	3,587,343	(37,386)	129,528
Advalorem - Personal		271,214		154,218	182,689	1,742,997	1,269,092	1,424,848	473,905	318,149
October thru June 2023 (9 months)						2022-2023				
		Actual		Budget Total	Outstanding Bal	% Received	% Outstanding	Verification		
Advalorem - Real		18,952,284		17,311,511	(1,640,773)	109.48%	-9.48%	100.00%		
Sales Taxes		23,532,311		24,804,732	1,272,421	94.87%	5.13%	100.00%		
Utility Franchise Fees		2,466,962		2,353,277	(113,685)	104.83%	-4.83%	100.00%		
Business License		3,716,871		3,975,640	258,769	93.49%	6.51%	100.00%		
Advalorem - Personal		1,742,997		1,753,590	10,593	99.40%	0.60%	100.00%		
JUNE		MTD				MTD				
					Variance	Last Year	Act vs LY			
Advalorem - Real		3,397		39,084	(35,687)	59,715	(56,318)			
Sales Taxes		4,060,345		2,244,063	1,816,282	3,022,413	1,037,932			
Utility Franchise Fees		0		0	0	0	0			
Business License		(191,989)		190,615	(382,604)	189,443	(381,432)			
Advalorem - Personal		271,214		154,218	116,996	182,689	88,526			

CITY OF VESTAVIA HILLS															
MONTHLY CASH REPORT															
"RECONCILED BALANCES"															
General Funds	Banking Institutions	APR	June 2022	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023
General / Operational Funds	Region Bank	4.95%	12,293,983.88	12,436,880.81	7,560,391.56	6,548,022.84	5,565,982.62	4,801,445.10	5,599,579.93	16,459,200.47	24,217,752.68	14,342,621.96	12,018,312.32	11,759,702.36	11,590,713.02
Enhanced Cash Strategy	Region Bank	5.03%	9,985,561.90	9,993,654.55	10,004,909.71	9,968,394.12	9,970,136.53	10,004,892.48	10,033,846.24	10,079,701.89	10,084,683.50	10,163,965.58	10,189,384.32	10,191,577.01	10,204,945.93
Payroll Fund	Region Bank	0.25%	820.93	998.50	820.93	720.93	720.93	720.93	720.93	720.93	720.93	720.93	720.93	720.93	5,648.68
Emergency Reserve Fund	Morgan Stanley/Region	2.50%	15,656,080.41	15,721,696.50	15,585,113.45	15,422,957.06	15,401,924.13	15,469,278.74	15,508,437.79	15,585,494.46	15,544,687.62	15,723,723.88	17,600,611.65	17,597,102.85	17,637,280.09
Court & Corrections Fund	Region Bank	0.25%	448,701.46	556,699.46	699,112.73	848,699.37	996,489.37	1,098,973.37	430,062.37	574,310.77	719,529.33	902,593.63	1,043,983.69	411,577.03	123,750.03
American Rescue Plan (COVID-19)	SouthPoint	4.40%	8,199,729.29	4,110,618.35	4,469,574.17	4,464,432.96	4,452,571.95	4,356,508.94	4,358,378.84	4,357,653.60	4,369,028.87	4,341,120.29	4,352,374.03	4,119,174.25	3,551,189.79
Total - Balance			\$46,584,877.87	\$42,820,548.17	\$38,319,922.55	\$37,253,227.28	\$36,387,825.53	\$35,731,819.56	\$35,931,026.10	\$47,057,082.12	\$54,936,402.93	\$45,474,746.27	\$45,205,386.94	\$44,084,782.18	\$43,113,527.54
Restricted Funds															
Court Cash Bonds	Regions Bank	0.25%	92,851.00	101,821.00	106,022.00	109,621.00	116,135.20	122,085.20	127,130.20	141,930.20	141,120.20	139,685.20	139,025.20	145,324.20	147,989.20
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	5,999,642.06	6,034,642.06	6,034,642.06	6,519,249.56	6,442,249.56	6,442,249.56	6,442,249.56	6,247,607.06	6,247,607.06	6,247,607.06	6,247,607.06	4,258,644.42	6,314,702.42
Contractors' Cash Bonds	SouthPoint	0.25%	868,484.97	868,120.90	883,760.32	897,645.10	923,093.29	915,459.54	888,154.29	855,033.33	814,694.62	796,919.40	742,683.86	757,009.15	757,967.11
Confiscated Funds	SouthPoint	1.25%	460,498.00	460,986.88	461,476.28	461,950.40	462,440.83	286,473.35	286,777.48	287,081.94	287,357.22	287,662.29	287,957.83	288,263.54	288,559.70
Community Spaces	SouthPoint	1.65%	48.42	49.05	49.68	50.29	50.92	51.53	52.16	52.79	53.36	454.99	455.60	456.23	456.84
2013 GOW - QEBC Sinking Fund	Bank of New York	2.35%	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09	1,891,162.76	1,891,162.76	1,891,162.76
Library Campaign Fund/Donations	Pinnacle	earnings offset fees	305,040.29	310,259.39	316,413.44	304,968.90	310,327.13	317,635.51	332,006.02	337,344.68	338,450.14	344,930.72	351,677.17	374,885.75	382,167.51
Lease Escrow Funds	Truist & Robertson		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2,160,736.32	1,407,636.58
Total Balance			\$9,409,449.73	\$9,458,764.27	\$9,485,248.77	\$9,976,370.24	\$9,955,693.02	\$9,785,350.78	\$9,777,765.80	\$9,570,446.09	\$9,530,678.69	\$9,518,655.75	\$11,821,305.80	\$9,878,105.39	\$11,190,642.12
Cash on Hand															
Petty Cash - City Depts.			880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail			500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Petty Cash - Library			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash			\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00
Grand Total - All Funds			\$55,997,307.60	\$52,282,292.44	\$47,808,151.32	\$47,232,577.52	\$46,346,498.55	\$45,520,150.34	\$45,711,771.90	\$56,630,508.21	\$64,470,061.62	\$54,996,382.02	\$57,029,672.74	\$53,965,867.57	\$54,307,149.66
Petty Cash Itemization															
City Clerk Dept.	none														
Court Dept.	\$500.00														
Finance Dept. & Vehicle Tags	\$1,050.00	Tags & City Depts													
Fire Dept.	\$100.00	City Depts													
Inspection Dept.	\$30.00	City Depts													
Library	\$600.00														
Mayor's Office	\$200.00	City Depts													
Parks & Leisure Services	\$300.00	City Depts													
Police Dept.	\$200.00	City Depts													
Public Services	none														
Total	\$2,980.00														

FINANCIAL SUMMARY REPORT
"JUNE 2022-2023"

1	MONTH OF JUNE 2023							YEAR-TO- DATE THROUGH JUNE 2023						
	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	2022-2023	2022-2023	2021-2022	Actual to Budget		Actual to Last Year		2022-2023	2022-2023	2021-2022	Actual to Budget		Actual to Last Year	
REVENUE SUMMARY	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	11,821	13,233	12,032	(1,412)	-10.67%	(211)	-1.76%	153,520	135,161	186,049	18,359	13.58%	(32,530)	-17.48%
COUNTY REVENUE	296,486	214,319	262,544	82,167	38.34%	33,942	12.93%	20,906,420	18,780,414	18,776,806	2,126,006	11.32%	2,129,614	11.34%
CITY REVENUE	4,433,729	2,962,298	3,544,509	1,471,431	49.67%	889,220	25.09%	35,183,461	29,246,915	30,656,048	5,936,546	20.30%	4,527,413	14.77%
PARK & RECREATION	143,760	196,588	127,872	(52,828)	-26.87%	15,888	12.43%	996,330	789,565	811,874	206,765	26.19%	184,457	22.72%
TOTAL REVENUES	4,885,795	3,386,438	3,946,956	1,499,357	44.28%	938,839	23.79%	57,239,731	48,952,055	50,430,778	8,287,676	16.93%	6,808,953	13.50%
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	1,313,927	1,121,984	2,565,809	(191,943)	-17.11%	1,251,882	48.79%	17,188,958	12,806,513	14,922,163	(4,382,445)	-34.22%	(2,266,795)	-15.19%
CITY COUNCIL	4,356	4,873	4,650	517	10.61%	294	6.33%	67,220	69,921	60,559	2,701	3.86%	(6,661)	-11.00%
MAYOR & ADMINISTRATION	139,502	149,671	126,600	10,169	6.79%	(12,902)	-10.19%	1,438,974	1,446,155	1,219,632	7,181	0.50%	(219,342)	-17.98%
CITY CLERK	38,793	41,369	37,073	2,576	6.23%	(1,720)	-4.64%	373,310	371,498	333,548	(1,812)	-0.49%	(39,762)	-11.92%
MUNICIPAL COMPLEX	44,117	24,338	29,002	(19,779)	-81.27%	(15,116)	-52.12%	264,091	230,462	219,721	(33,629)	-14.59%	(44,369)	-20.19%
INFORMATION SERVICES	56,208	104,251	49,341	48,043	46.08%	(6,867)	-13.92%	487,132	580,552	405,636	93,420	16.09%	(81,496)	-20.09%
POLICE	1,029,105	1,041,135	954,560	12,030	1.16%	(74,545)	-7.81%	9,187,949	9,105,198	8,296,812	(82,752)	-0.91%	(891,137)	-10.74%
FIRE	965,800	1,000,522	896,061	34,722	3.47%	(69,739)	-7.78%	8,884,961	8,866,558	8,361,872	(18,403)	-0.21%	(523,089)	-6.26%
INSPECTION	53,473	60,894	45,642	7,421	12.19%	(7,831)	-17.16%	533,209	551,514	414,196	18,305	3.32%	(119,013)	-28.73%
PUBLIC SERVICES	406,924	502,423	787,090	95,500	19.01%	380,167	48.30%	4,005,045	4,041,367	6,214,746	36,322	0.90%	2,209,700	35.56%
PUBLIC LIBRARY	242,197	246,437	212,622	4,240	1.72%	(29,575)	-13.91%	2,101,954	2,092,602	1,942,917	(9,352)	-0.45%	(159,038)	-8.19%
PARKS & LEISURE SERVICES	453,765	379,153	0	(74,612)	-19.68%	(453,765)	#DIV/0!	3,113,374	3,112,030	0	(1,344)	-0.04%	(3,113,374)	#DIV/0!
TOTAL EXPENDITURES	4,748,168	4,677,050	5,708,451	(71,118)	-1.52%	960,283	16.82%	47,646,179	43,274,370	42,391,802	(4,371,809)	-10.10%	(5,254,377)	-12.39%
SURPLUS / (DEFICIT)	137,627	(1,290,612)	(1,761,494)	1,428,239	110.66%	1,899,122	107.81%	9,593,552	5,677,685	8,038,976	12,659,485	222.97%	1,554,576	19.34%

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

JULY 17, 2023

The City Council of Vestavia Hills met in a regular work session on this date at 4:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the work session to order and the roll was checked with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
George Pierce, Councilor

MEMBERS ABSENT:

Paul J. Head, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk
Lori Beth Kearley, Public Works Director
Christopher Brady, City Engineer
Jason Hardin, Deputy Police Chief
Conrad Garrison, City Planner
Ryan Farrell, Deputy Fire Chief*
Umang Patel, Court Director*

UPDATE ON PEDESTRIAN BRIDGE ACROSS HIGHWAY 31

Mr. Downes stated that the design team wants to update the Council on the movement.

Public Works Director Lori Beth Kearley gave a brief background and updated the Council on the progress of the design team. She explained that they have had bi-weekly phone calls with the team. She introduced the Gresham Smith design team: Blair Perry, project principal, Matt Williams, project manager, and Eddy Alonso, architectural design.

Mr. Williams, project manager, introduced their team project members. This project involves a pedestrian bridge across 31, a tower on the east side of 31 and sidewalk

connections on both sides. The project stems over the last two decades and the superstructure has changed to a pre-trussed span bridge. A schedule was presented to the Council which ends with ALDOT letting bids on the project, tentatively, in December. Soon 90% plans will be submitted to ALDOT following a careful final analysis. ALDOT will then conduct their review. Surveys and geotechnical reports were done along with environmental studies. A depiction of the bridge location was shown to the audience.

Mr. Alonso explained the key drivers of the design element including safety, connectivity of the park and library, and aesthetics that would tie into Wald Park and the Library in the Forest. He stated that they wanted to ensure the structure was reflective of Vestavia Hills so additional arches were added for strength, security at the height and making it resemble the hills in the City. Plans and elevation drawings were shown to the audience and Mr. Alonso explained. Safety features prevent climbing and allow for slower bike traffic.

Discussion ensued as to whether or not bike traffic will be allowed. Mr. Alonso stated that is a Council decision but the elevator will be sized to allow for emergency gurneys, etc. Ramps for walking bikes up the stairs to the bridge are provided.

Mr. Alonso showed a drawing depicting the design of the arches on the bridge along with the towers on both sides were shown to the audience. He explained the features and the aesthetics. He stated that lighting will be included on the walking surface which will only shine on the walking surface and will not shine into the roadway. Additional safety features such as cameras and decorative lighting will be optional for later additions should the Council wish to add.

Mrs. Cook asked if these could be incorporated into the design now.

Mr. Williams stated that it was not their understanding that cameras and decorative lighting were to be part of the design, but they can look at it and roll it into the design phase, which means it will have to be approved by ALDOT.

Mrs. Cook asked about the expected budget. Mr. Downes explained that he is putting this together in the FY24 budget and the matching will be constrained in that budget. Mrs. Cook stated she would like to see that included in the cost now rather than later.

Mr. Alonso stated they were looking at providing a camera on the tower itself to look at the bridge and the tower and maybe another tower on the other side to give a view of both sides. In terms of lighting, they were looking at LED rope lighting to highlight the arches for nighttime viewing and could program color changes.

Mr. Pierce asked about the safety fencing and how it will fit in the arches. Mr. Alonso explained.

Mr. Alonso explained that the signage would be similar to Wald Park. He stated that the stone work and steel color would also coordinate with the stone work in the park.

Mr. Pierce asked about the ADA-accessible ramp to and from the tower. Mr. Alonzo stated that there is a bend going into the ramp to slow down bike traffic to ensure safety. Mr. Pierce reminded everyone that there are a lot of motorized scooters and bikes, and the City will need to provide for safety on this bridge for people using those.

Mr. Alonzo stated it was decided not to add seating. He stated that many skateboard riders like that, so the City will have to be aware that might attract more skateboarders.

UPDATE ON SMALL CELL PROCEDURE

Asst. City Manager Cinnamon McCulley gave the Council an update from the last small cell meeting. She has researched and carefully evaluated the technology to help clarify what is being proposed to residents. The City will conduct a “lunch and learn” to invite residents to meet with City staff and Crown Castle representatives both live and via Zoom. She explained that she and City staff had a conference call with Eric O’Brien who is the regional manager. Her proposal would be to have one of these community meetings every time there is a request for support pole placement. She stated that the “lunch and learn” would be recorded and put on the website for future reference. She presented the draft presentation she would give at this pre-meeting.

Mr. Downes stated that the City is developing resources so future small cell questions can be easily answered so that residents can understand the technology and parameters the City has to approve or disapprove applications. He stated the City will be more proactive in informing people. Utility companies must collocate on existing poles wherever possible.

Mr. Downes explained the differences between franchises for fiber internet and small cell locations per the small cell ordinance.

Discussion ensued as to the application process and a proposal that Crown Castle partner with neighborhood HOAs to provide light fixtures on their small cell poles.

MASTER DEVELOPER FOR SOUTH HIGHWAY 31

Mr. Downes gave a brief background of the goals for the development of the former Day’s Inn. He stated that the original site was for 3.55 acres to catalyze change in this area. He stated the goal was to rid the area of the hotel/restaurant and soon demolition will be complete. A good plan will be needed to accomplish a good development. The March charrette process produced a design plan that is feasible. That plan was shared with the public through the Vestavia Hills Listens portal and, later, was accepted by the City’s Planning and Zoning Commission following a public hearing.

He explained that to achieve the site's highest and best use, it would be desirable to combine the City's property with 4 nearby sites to achieve a possible 9 to 10-acre site. However, the City is not a developer, so it requires a partner. Requests for Qualification (RFQs) were sent to a list of nine interested developers. This elicited two responses. Those two responses were evaluated by a committee chosen by the City Manager, and each was scored on several scales including methodology, experience in master development, experience in leasing, and other criteria. The two respondents were Village Creek Development (VCD), represented by Tom Walker, and EDS America/CBRE led by Patrick Denney. Village Creek scored more prominently in most of the areas of scoring. City staff felt VCD demonstrated a commitment to the City's vision for the property and had experience with smaller-scale development. He pointed out that the funding and leasing professionals were also local and specialized in experiential retail. The EDS/CBRE has experience going into some difficult situations and allowing development to happen, but most of their developments were stand-alone types of facilities.

Discussion ensued about the Council could gain enough information to reach consensus on the choice of master developer.

Mr. Pierce recused from discussion and the decision due to a close family member's connection to one of the parties.

Mr. Weaver stated he would like to have more information before making a selection.

Mr. Downes suggested the respondents conduct a 20-minute public presentation each before the Council and then the Council can decide if they should proceed with one or the other. Mr. Weaver stated that both are qualified but he wants to know if they can achieve the vision.

Mr. Downes stated the Council will meet in work session an hour before the next meeting and do these presentations.

There being no further business, the work session adjourned at 5:20 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

JULY 24, 2023

The City Council of Vestavia Hills met in a regular work session on this date at 4:30 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the work session to order and the roll was checked with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
George Pierce, Councilor

MEMBERS ABSENT:

Paul J. Head, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk

Mr. Downes explained that each of the companies putting forth RFQ's for development of the former Day's Inn property.

PRESENTATION – VILLAGE CREEK DEVELOPMENT

Mr. Downes explained that each of the companies submitted a response to the Request for Qualification for development of the former Days Inn property.

PRESENTATION – VILLAGE CREEK DEVELOPMENT

Tom Walker, President, Village Creek Development (VCD), introduced himself. He indicated they submitted an RFQ for the master developer of this site. He introduced his partners and explained his development experience. He explained that they currently have two large projects going: 1) Melt, located across from Pepper Place with options for food and beverage on inside along with other retail interests, and 2) redevelopment of an old Econo Lodge hotel property Homewood acquired into mixed-use development with a residential component. He explained that WPCM, a private real estate firm, is a partner in

the Homewood project. He attended the Vestavia Hills charrette and gave input into the adopted design vision. He stated that the plan is for a hotel use on the property nearest the City gateway, with retail on a newly improved Highway 31 corridor, featuring better access management, making that area a destination. He stated that his team believes this to be the best approach from a development perspective and the master developer will need to gain the cooperation of other property owners to assemble as many parcels as possible to increase road frontage.

The Council asked Mr. Walker and his development representatives questions and discussion ensued.

Mrs. Cook noted VCD's strong experience in assembling properties, financing, and developing experiential retail in the local area.

Mr. Walker stated that they are one of the few development companies engaged in construction in the current volatile market. He stated that the project will have several challenges including stormwater management. He stated that they will utilize LBYD for engineering. He added that their team includes professionals from Crawford Square Realty, LBYD, Williams Blackstock, Balch and Bingham, and others.

Mr. Walker concluded by stating that they handle every aspect of development: design, predevelopment, financing, leasing, and every step through successful completion of the project. He stated that they would need the City's help assembling parcels and talking to the adjacent landowners.

PRESENTATION - eds AMERICA - CBRE

Patrick Denney, eds America, lives in Liberty Park. He introduced his colleague, Shannon Kendall, from CBRE. He stated that when this RFQ was issued, he felt this opportunity was unique. He discussed the Brock's Gap project they completed in Hoover. They focused on using local brands and businesses, because they wanted this to be unique to Hoover. The concept was voted upon by the residents, and one of their tenants finished first or runner-up in every category of the "best of" edition of the *Hoover* magazine. He stated that he sees this as a similar development to what they are doing in Hoover. This is the gateway to the City. Village Creek has a great team, and eds America is not trying to "beat" them, but would love for everyone to work together to make this a great development. He explained all of his will take a lot of time to develop and the first thing they would do is bring in an engineering team and Skipper for traffic engineering, who works well with ALDOT.

The Council asked questions. Also, discussion ensued as to the beautification of the Montgomery Highway corridor. Mr. Downes explained the new landscaping is not a part of this RFQ and tonight's agenda contains a business item regarding that proposed design.

Mr. Downes stated that once the Council reaches consensus about the master developer selection, the next step will be to enter into negotiation for a development agreement so the City can begin informally discussing the project with other property owners. The Council will approve the agreement at a future meeting. The City needs to know which developer the Council wishes to engage.

After the presentations, the Council discussed and concurred that they agree with City Staff's earlier scoring and want to work with VCD on negotiations for a master developer contract.

Mr. Downes thanked both companies and they will negotiate with VCD as the quarterback. He stated that the City has intentionally engaged the public throughout this entire planning process from its inception at the planning charrette which was followed by a public hearing before the Planning and Zoning Commission where it was formally approved. All presentations by and discussions about potential master developers have been conducted in public.

Mr. Pierce recused himself from any discussion on the topic.

Mrs. Cook stated that it will be good to see people on Highway 31 instead of just vehicles.

There being no further business, the work session adjourned at 5:50 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JULY 24, 2023

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk
Jason Hardin, Asst. Police Chief
Melvin Turner, III, Finance Director
Zachary Clifton, Asst. Finance Director
Lori Beth Kearley, Public Works Director
**present virtually via Zoom or telephone*

Huey Davis, Vestavia Hills Chaplain, offered the invocation followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

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

MOTION Motion to approve the agenda as presented was made by Mrs. Cook and seconded by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	motion carried.

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mr. Pierce welcomed Marty Martin who was present via Zoom representing the Chamber of Commerce Board.
- Mayor Curry welcomed and introduced the honorable Mike Shaw, Alabama Representative for this District.
 - Representative Shaw thanked the Mayor and Council for the welcome. He stated that the State of Alabama has many resources for bring funding to the district. He stated this funding comes from the people and he wants to be sure it comes back to the people of this district and that is his motivation for selecting recipients. He appreciates the partnerships of the cities in his district, especially Vestavia Hills. He explained that his focus was public parks and he presented \$30,000 for resurfacing the track at Byrd Park and \$12,000 for new flooring at the Civic Center.

CITY MANAGER'S REPORT

- Mr. Downes stated that he has been working on the FY24 budgets over the last 30 to 45 days. He stated that he will present the Council a budget message and proposed budget at the August 14th meeting. Mr. Downes announced that the staff is utilizing new software to prepare the budget which correlates to the Council's strategic plan to eliminate paper.
 - Mrs. Cook asked if the Council could receive copies of the budget digitally instead of using a binder. Mr. Downes agreed.

COUNCILOR REPORTS

- Mr. Pierce stated that the Chamber Board met last Thursday and reported on the success of the I Love America Day celebrations that occurred in July. He stated the crowd was larger than any year before.
- The Mayor announced that Mr. Downes, the City Manager began his employment here at the City in July 2013, ten years ago. The Mayor stated that he and Council, annually, do an evaluation on the job of the City Manager. The annual review will be tomorrow morning and it will be no surprise to anyone that the City is happy that Mr. Downes is here. Mr. Downes thanked the Mayor for his compliments.

APPROVAL OF MINUTES

The Mayor asked for a motion to approve the minutes of the June 26, 2023, Regular Meeting and the July 10, 2023, Regular Meeting.

MOTION: Motion to approve the minutes for the June 26, 2023, Regular Meeting and the July 10, 2023, Regular Meeting. meeting as presented was made by Mr. Weaver and seconded by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes
Mayor Curry – yes

Mr. Weaver – yes
motion carried.

OLD BUSINESS

The Mayor explained procedures for all public hearings. Speaker time will be limited to three minutes. A timer will appear on screen monitors in the room to keep everyone apprised of remaining time. Speakers should not duplicate issues. Speakers should only address the Mayor and/or presiding officer, and not address the audience or petitioner. All speakers shall clearly give their name and address for the record.

ORDINANCE NUMBER 3183

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

Mr. Weaver stated that the Commission considered this request and recommended approval based upon this being consistent with the development of the area.

MOTION Motion to approve Ordinance Number 3183 was made by Mrs. Cook and seconded by Mr. Weaver.

Jessica Prier, owner, was present in regard to this request. She explained that this will be an interior design office.

Mr. Pierce stated that the building renovations are very attractive.

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

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes

Mr. Head – yes
Mr. Weaver – yes
motion carried.

NEW BUSINESS

RESOLUTION NUMBER 5472

Resolution Number 5472 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property

MOTION Motion to approve Resolution Number 5472 was made by Mr. Weaver and seconded by Mr. Pierce.

Mr. Downes stated that this is a request to surplus some police vehicles that are no longer needed by the police department.

There being no one further to address the issue, the Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

- Public Hearing - Resolution Number 5462 - A Resolution authorizing the installation of a new support structure for a small cell facility to be located in the right-of-way adjacent to 1663/1671 Crossgate Drive, 2581 Crossgate Place and 1704 Crosswood Lane
- Public Hearing - Ordinance Number 3185 - An Ordinance authorizing the City Manager to execute and deliver an agreement with Environmental Design Studio to provide landscape architectural services for proposed landscape improvements along the Highway 31 corridor in Vestavia Hills.
- Public Hearing - Ordinance Number 3186 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an agreement with Bagby Elevator Company, Inc., for inspection and maintenance services for the City Hall/ VHPD, Civic Center and The Library in the Forest

CITIZEN COMMENTS

None.

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:15 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5462

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

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

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

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

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

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

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

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

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

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

May 23, 2023

RE: Small Cell Support Structure Request.

Dear Property Owner,

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

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

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

Sincerely,

A handwritten signature in purple ink, appearing to read "Rebecca Leavings", is written over a large, stylized, looping flourish that extends from the left side of the signature area.

Rebecca Leavings
City Clerk

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

CITY OF VESTAVIA HILLS

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

OFFICIAL NOTICE OF A PUBLIC HEARING

May 15, 2023

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

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

PLACE OF HEARING: Vestavia Hills City Hall
1032 Montgomery Highway

BOARD: Vestavia Hills City Council

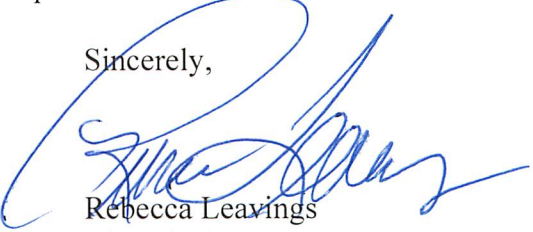
ACTION REQUESTED: Consideration of Installation of 35' Black Metal
Utility Pole with 5'6" embedment to be placed
within the public right-of-way for Node Placement,
Small Cell Wireless Facility

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

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,



Rebecca Leavings
City Clerk

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

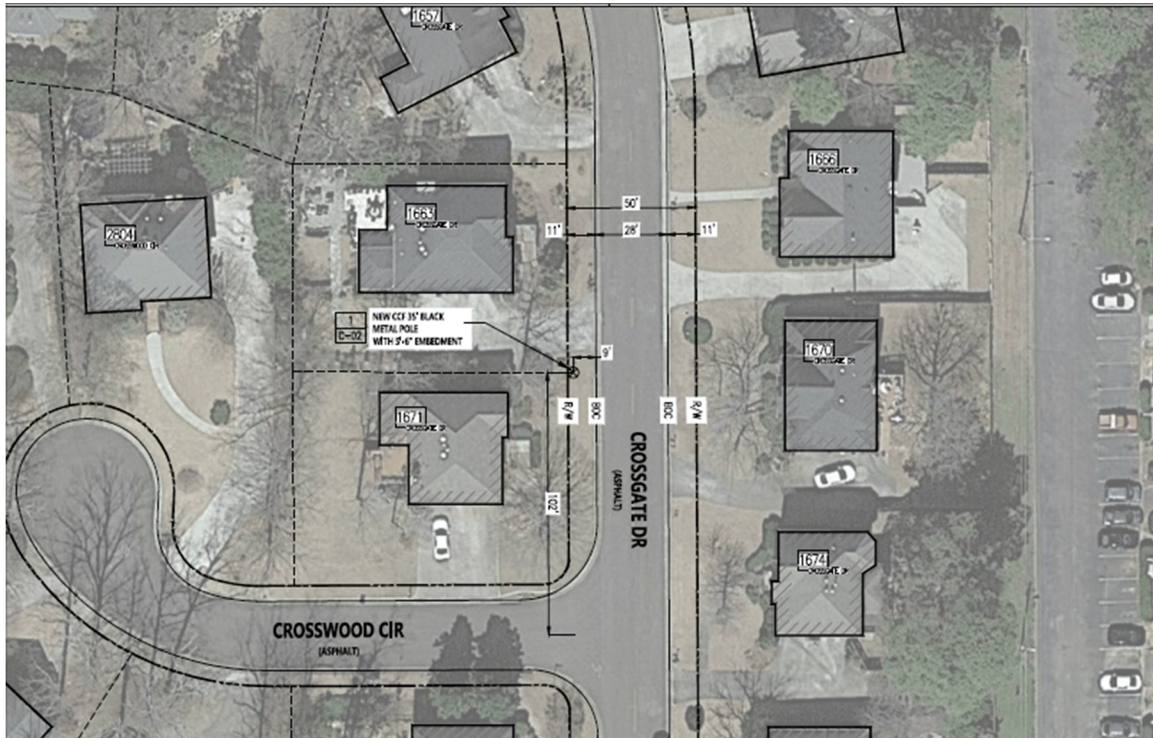
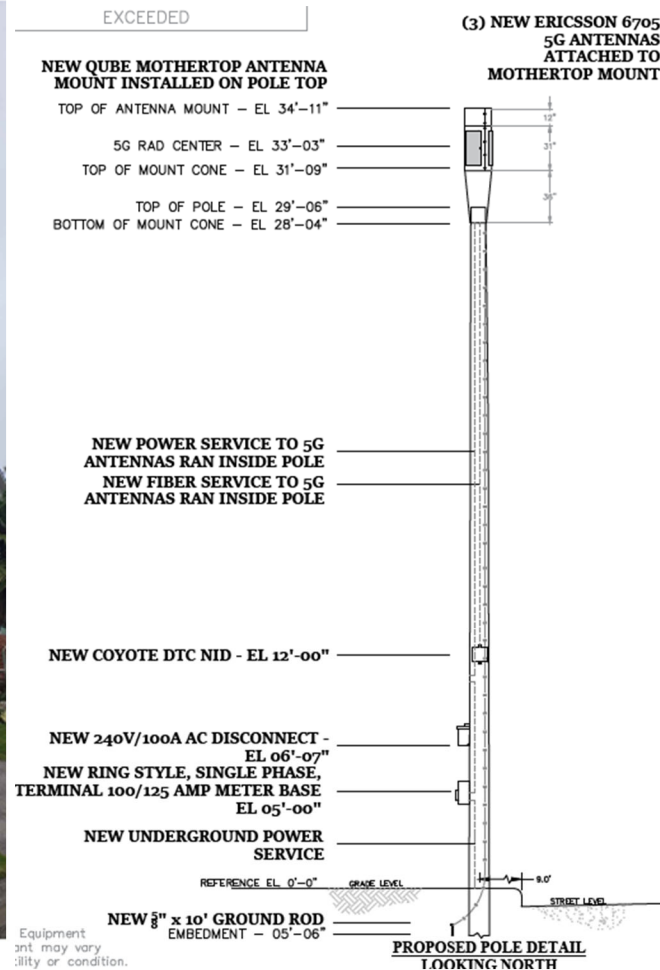


PHOTO SIMULATION





VESTAVIA HILLS
A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

April 21, 2023

RE: Small Cell/Fiber Deployment

Dear Property Owner:

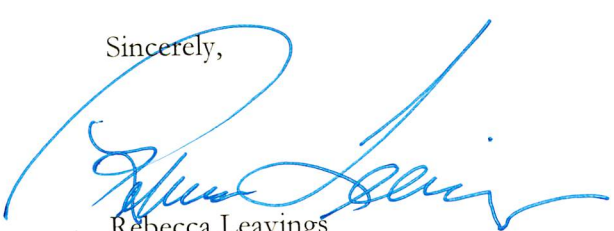
A new technology for cellular phone data and fiber internet is currently being deployed across the USA. Crown Castle, one of the companies deploying this technology, has indicated a need to locate a small micro-site cellular pole in the City of Vestavia Hills right-of-way adjacent/near your property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

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

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

Thank you in advance for your attention to this request.

Sincerely,


Rebecca Leavings
City of Vestavia Hills City Clerk

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

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216

OFFICIAL NOTICE OF A PUBLIC HEARING

May 15, 2023

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

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

PLACE OF HEARING: Vestavia Hills City Hall
1032 Montgomery Highway

BOARD: Vestavia Hills City Council

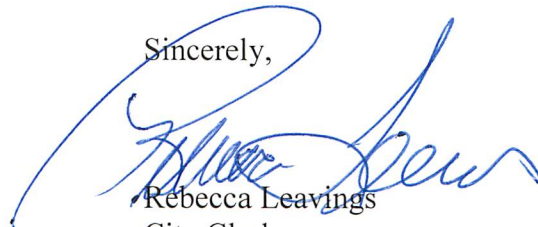
ACTION REQUESTED: Consideration of Installation of 35' Black Metal Utility Pole with 5'6" embedment to be placed within the public right-of-way for Node Placement, Small Cell Wireless Facility

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

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,

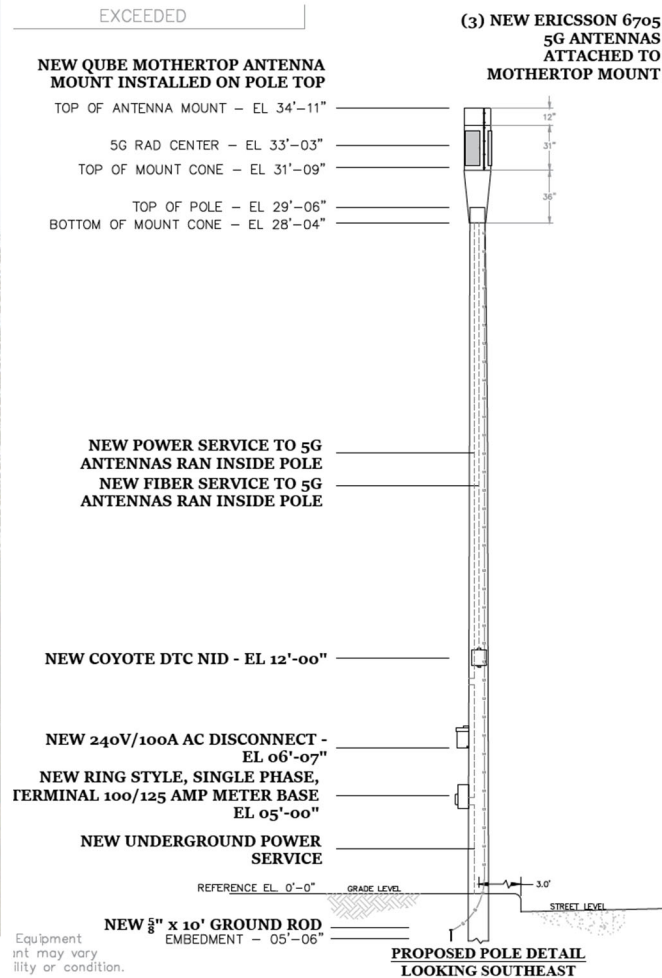


Rebecca Leavings
City Clerk

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



PHOTO SIMULATION



Equipment
int may vary
ility or condition.



VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

April 21, 2023

RE: Small Cell/Fiber Deployment

Dear Property Owner:

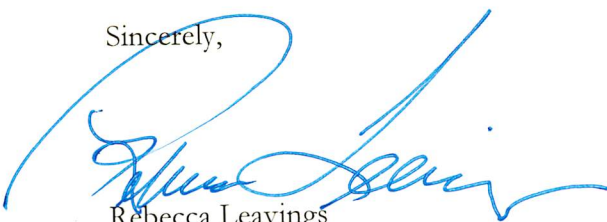
A new technology for cellular phone data and fiber internet is currently being deployed across the USA. Crown Castle, one of the companies deploying this technology, has indicated a need to locate a small micro-site cellular pole in the City of Vestavia Hills right-of-way adjacent/near your property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

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

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

Thank you in advance for your attention to this request.

Sincerely,


Rebecca Leavings
City of Vestavia Hills City Clerk

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

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216

OFFICIAL NOTICE OF A PUBLIC HEARING

May 15, 2023

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

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

PLACE OF HEARING: Vestavia Hills City Hall
1032 Montgomery Highway

BOARD: Vestavia Hills City Council

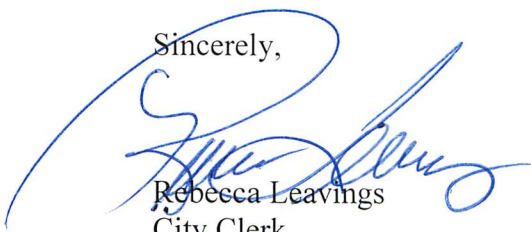
ACTION REQUESTED: Consideration of Installation of 35' Black Metal
Utility Pole with 5'6" embedment to be placed
within the public right-of-way for Node Placement,
Small Cell Wireless Facility

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

NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,

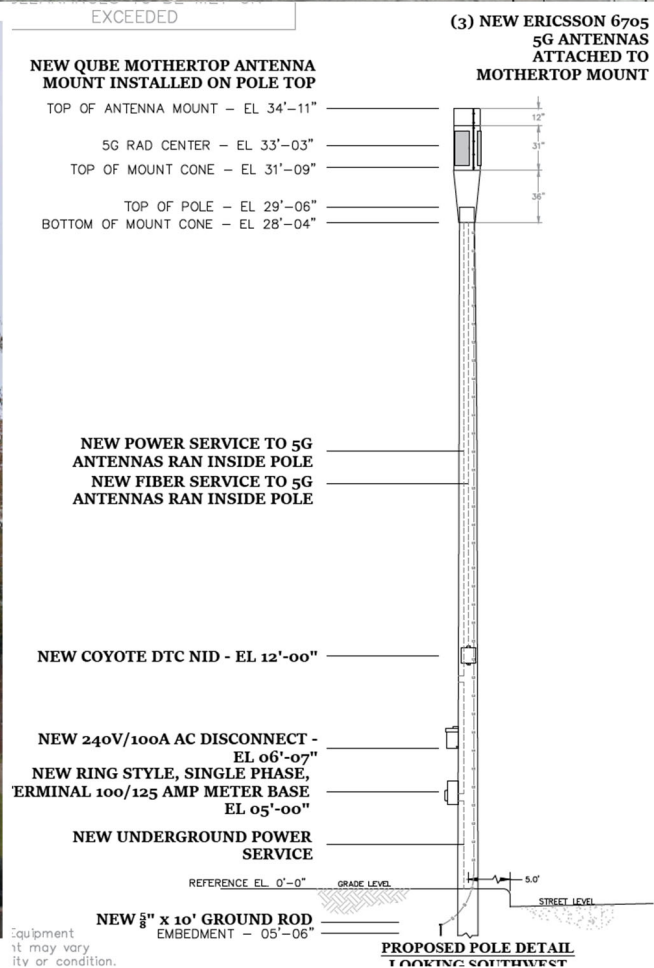


Rebecca Leavings
City Clerk

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



PHOTO SIMULATION





VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

REBECCA LEAVINGS
City Clerk

April 21, 2023

RE: Small Cell/Fiber Deployment

Dear Property Owner:

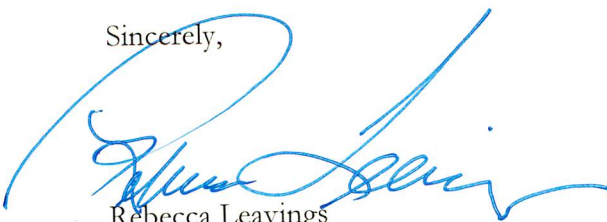
A new technology for cellular phone data and fiber internet is currently being deployed across the USA. Crown Castle, one of the companies deploying this technology, has indicated a need to locate a small micro-site cellular pole in the City of Vestavia Hills right-of-way adjacent/near your property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

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

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

Thank you in advance for your attention to this request.

Sincerely,


Rebecca Leavings
City of Vestavia Hills City Clerk

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



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

August 14, 2023

To: Jeff Downes, City Manager

Cc:

From: Lori Beth Kearley, Public Services Director

RE: Public Hearing - Ordinance Number 3185 - An Ordinance authorizing the City Manager to execute and deliver an agreement with Environmental Design Studio to provide landscape architectural services for proposed landscape improvements along the Highway 31 corridor in Vestavia Hills.

Background:

The City has received a proposal from Environmental Design Studio for landscape architectural services for proposed landscape improvements for Highway 31 in Vestavia Hills for a total expense of \$118,600.

The scope of the proposal includes design of pedestrian plaza areas, design of highway medians, design of entry gate-way improvements, permitting assistance/coordination and civil engineering support services.

This effort and associated expenditure are important as Highway 31 beautification was identified as a high priority focus area in the City's 2023 Strategic Plan.

Recommendation:

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

Fiscal Impact:

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

Attachments:

1. Ordinance 3185
2. 230623 Vestavia Hills- Highway 31 Improvements
3. FORM CONTRACT for Professional Engineering Services

ORDINANCE NUMBER 3185

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN ENGINEERING AGREEMENT WITH ENGINEERING DESIGN STUDIO FOR LANDSCAPE IMPROVEMENTS OF HIGHWAY 31 TO INCLUDE PEDESTRIAN PLAZA AREAS, MEDIANS, ENTRY GATEWAY IMPROVEMENTS, ASSISTANCE/COORDINATION AND ENGINEERING SUPPORT SERVICES

WHEREAS, the effort of improved landscaping along Highway 31 (Montgomery Highway) was deemed a high priority focus area in the City’s 2023 Strategic Plan; and

WHEREAS, the City’s Public Works Director, in a memorandum dated July 17, 2023 indicates that a proposal from Engineering Design Studio (“EDS”) has proposed to develop plans for design of pedestrian plaza areas, highway medians, entry gateway improvements, permitting assistance/coordination and civil engineering support services at a cost of \$118,600; and

WHEREAS, a copy of said memo and proposal is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3185 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said proposal and authorize the Mayor and City Manager to execute and deliver the City’s standard Agreement for Professional Services (“the Agreement”), a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3185 as if written fully therein.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver the Agreement and accept the proposal from EDS as set forth in Exhibits A & B, attached; and
2. Said funding shall be expensed to the City’s Capital Projects Fund; and
3. This Ordinance Number 3185 shall be effective immediately upon approval and publishing/posting as required by Alabama Law.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3185 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of August, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



Friday, June 23, 2023

Lori Beth Kearley, P.E.
Department of Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216
P 205 978 0236

Re: Vestavia Hills- Highway 31 Landscape Improvements

Lori Beth:

Thank you for the opportunity to respond to your request for landscape architecture services. We look forward to working with you on this project.

Please accept this as our proposal for Landscape Architectural Services for the proposed Landscape Improvements for U.S. Highway 31 in Vestavia Hills.

We propose our scope of service to be as follows:

I. Pedestrian Plazas:

1. Pre-Design:

- A. Review of ordinances and DOT policies relative to our scope of work.
- B. Develop base maps utilizing existing surveys and site plans as supplied by the client.
- C. Site visit to determine opportunities and constraints.

2. Schematic Design

- A. Preparation of a Schematic Plan to demonstrate the possible options and opportunities.
- B. Meeting with the city staff for review.

3. Design Development:

- A. Preparation of 75% documents for coordination and review.
- B. Meeting with the city staff for review.

4. Construction Documents:

- A. Preparation of 100% Construction Documents based on review and comment.
- B. Drawings can be used for bidding and construction.
- C. Drawings will include planting plan with related specification sections.

5. Construction Observation:

- 1. Site visit: Two site visits for construction observation.
- 2. Preparation of punch-list.
- 3. Review of submittals related to scope of work.

II. Highway Medians:

1. Pre-Design:

- A. Review of ordinances and DOT policies relative to our scope of work.
- B. Develop base maps utilizing existing surveys and site plans as supplied by the client.
- C. Site visit to determine opportunities and constraints.
- D. Distillation and classification of median types.

2. Schematic Design

- A. Preparation of a Schematic Plans for each general class or type of median.
- B. Meeting with the city staff for review.

3. Design Development:

- A. Preparation of plans and sections for use in future improvements.
- B. Meeting with the city staff for review.

4. Construction Documents:

- 1. Not a part of this scope.

5. Construction Observation:

- 1. Not a part of this scope.

III. Entry Gateway Improvements:

1. Pre-Design:

- A. Review of ordinances and DOT policies relative to our scope of work.
- B. Develop base maps utilizing existing surveys and site plans as supplied by the client.
- C. Site visit to determine opportunities and constraints.

2. Schematic Design

- A. Preparation of a Schematic Plans to demonstrate the possible options and opportunities for one large sign and one small sign with adjacent plantings at the intersection.
- B. Preparation of a conceptual site/grading plan for adjacent property so as to determine impact of grading, retaining walls, etc.
- C. Preparation of schematic design for the smaller entry monument sign

adjacent to Chevron and for the larger entry monument sign adjacent to Issis and Sons.

- D. Preparation of schematic designs to describe and convey proposed upgrades to the Temple Replica. These improvements would include elements such as color, letters, lighting and planting.
- E. Meeting with the city staff for review.
- F. Submittal (1) to ALDOT for review.

3. **Design Development:**

- A. Design efforts to implement and incorporate input from the City.
- B. Preparation of 75% documents for coordination and review.
- C. Meeting with the city staff for review.
- D. Submittal (1) to ALDOT for review.

4. **Construction Documents:**

- A. Preparation of 100% Construction Documents based on review and comment.
- B. Drawings can be used for bidding by the City and construction.
- C. Drawings will include planting plan with related specification sections.
- D. Submittal (1) to ALDOT for approval.

5. **Construction Observation:**

- 1. Site visit: Four site visits for construction observation.
- 2. Preparation of punch-list.
- 3. Review of submittals related to scope of work.

IV. Civil Engineering Services:

- 1. Coordinate as required with the Architect and Owner Coordinate with Vestavia Hills and ALDOT as required
- 2. Preparation of topographic survey (LBYD, Inc. to associate with a registered land surveyor)
- 3. Preparation of the design plans
 - A. Conceptual layout plan
 - B. Conceptual grading plan for Issis & Sons property
 - C. Storm drainage profiles and calculations as required
 - D. Erosion control and sedimentation plan
 - E. Traffic control plan
 - F. Cast-in-place retaining wall design for signage
 - G. Civil details
- 4. Preparation of Alabama Dept. of Transportation permit application
- 5. Site work specifications & front-end document preparation assistance
- 6. Project meetings (up to 3 included)
- 7. Submittals for approval
- 8. Construction administration

- A. Bidding and negotiating (attend one pre-bid and one pre-construction conference)
 - B. Review of shop drawings and submittals
 - C. Site visits (up to 4 included)
 - D. Miscellaneous administration
 - E. Minor revisions to plans due to field conditions
9. Preparation of Alabama Dept. of Environmental Management (ADEM) Notice of Intent (NOI) permit application. It is our understanding that the site is classified by ADEM as a priority construction site and therefore a full Construction Best Management Practices Plan (CBMPP) is required. Our scope of services includes preparation of the permit application, preparation of the CBMPP and submittal of the package to ADEM. The owner should be aware that receiving this permit can be a long lead time item from date of submission and the project schedule should be established with this fact in mind. Note that any permit renewals, termination, and responses to any violation letters will be billed as an additional service upon preparation of the documents.

Exclusions and Clarifications

Services do not include surveying; geotechnical, civil, structural, or electrical engineering; and/or architecture. Specifically excluded is public hearings or presentations. Irrigation design is excluded. This proposal assumes that the plans are for general maintenance of planting and improvements in the US Highway 31 right-of-way and are not subject to extensive review and complicated redesign of existing elements.

Additional Services:

Additional Services consist of any professional services provided which are not specifically described above and as mutually agreed upon between the Client and the Landscape Architect. Additional Services will be billed on an hourly basis per our Schedule of Hourly Rates.

Schedule of Hourly Rates:

Principal:	\$190.00/hr.
Designer II:	\$150.00/hr.
Designer I:	\$135.00/hr.
Draftsman/Intern:	\$95.00/hr.
Administrative/Clerical:	\$75.00/hr.

Client Responsibilities

tel: 205.585-8414 web: www.environmentaldesignstudio.com
1000 Providence Park, Suite 200, Birmingham, AL 35242

The Client will provide full information and program regarding requirements for the project. The Client will furnish computer base documents for the Landscape Architect's use.

Reimbursable expenses such as printing, copies and mileage will be billed at our cost plus a 10% administrative fee. We will invoice for services on a percent complete basis through the completion of the project.

Environmental Design Studio, Inc. proposes to provide services as follows:

Pedestrian Plazas	\$16,600.
Highway Medians	\$7,200.
Entry Gateway Improvements	\$28,000.
ALDOT Permit Applications (Estimated Hourly)	\$1,800
Construction Administration (Estimated Hourly)	\$2,600

Civil Engineering Services:

Partial topographic survey	\$14,400
Construction documents	\$30,720
Dept. of Transportation permit application (Estimated Hourly)	\$4,560
Best Management Practices	\$5,760
Permit application (CBMPP) & NOI BMP Permit terminations (NOT)	\$1,440
Construction administration (Estimated Hourly)	\$5,520

Payment for services is due within 21 days of date of invoice. In the event a payment is more than 15 days late, the client agrees to pay a late fee equivalent to five percent (5%) of the outstanding balance. If payment is more than 30 days past due then the purchaser will be in default of said contract. In the event of default the purchaser agrees to pay all costs of collecting the amount owed to Environmental Design Studio, Inc. under this agreement, including court costs, filing fees, and reasonable attorney fees if the outstanding balance owed exceeds \$500.00 and the debt is referred to collection.

The client agrees that, in no event will Environmental Design Studio, Inc. or any of its officers be liable for any work performed on the project in excess of the proposal amount.

Thank you for the opportunity to provide this proposal. We know that we can be of great service to the project.

Regards,

Environmental Design Studio, Inc.



Duane R. Pritchett, RLA
President, Environmental Design Studio, Inc.

Your signature will authorize us to proceed.

Name:

Title:

Date:

STATE OF ALABAMA
JEFFERSON COUNTY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH THESE RECITALS:

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

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

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

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

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

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

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

I. SCOPE OF THE WORK

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

II. CONTRACT AMOUNT

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

III. PAYMENT OF CONTRACT AMOUNT

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

IV. CONTRACT TIME

The contract time shall be _____ (_____) days.

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

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

V. INDEMNIFICATION

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

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

VI. INSURANCE

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

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

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

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

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

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

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

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

2. Additional Requirements for Commercial General Liability Insurance:

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

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

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

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

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

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

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

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

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

(b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

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

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

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

VII. ADDITIONAL INSUREDS

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

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

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

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

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

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

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

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

VIII. INDEPENDENT CONTRACTOR

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

IX. ASSIGNMENT

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

X. PERMITS, LAWS, CODES AND ORDINANCES

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

XI. COMPLIANCE WITH APPLICABLE LAWS

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

XII. PROTECTION OF UNDERGROUND UTILITIES

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

XIII. IMMIGRATION LAW

By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

XV. MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

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

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

ENGINEER:
Insert name of company _____

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL



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

August 14, 2023

To: Jeff Downes, City Manager

Cc: Lori Beth Kearley, Public Services Director
Zach Clifton, Asst. Finance Director

From: Mark Gibbs, Chief of Building Maintenance

RE: Public Hearing - Ordinance Number 3186 - An Ordinance
Authorizing the Mayor and City Manager to execute and deliver an
agreement with Bagby Elevator Company, Inc., for inspection and
maintenance services for the City Hall/ VHPD, Civic Center and The
Library in the Forest.

Background:

Inspections and servicing have been conducted on the elevators located at the Municipal Complex, Library in the Forest and the old Civic Center through an existing roll-over contract from 2015.

Recommendation:

This contract will begin a formal agreement with scheduled services to include the Municipal Complex, Library in the Forest and to add the new Civic Center. It will provide for full maintenance for 5 elevators and servicing of 1 lift.

Fiscal Impact:

Maintenance and inspections shall be expensed from the City's General fund as follows: City Hall/ VHPD at 3360.60 per year, Civic Center at 3348.00 per

year and The Library in the Forest at 2589.84 per year; for a period of 3 years.

Attachments:

1. Ordinance 3186
2. Bagby 2023
3. PH Boone Legal Opinion to Lori Beth Kearley May 5, 2023

ORDINANCE NUMBER 3186

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH BAGBY ELEVATOR COMPANY, INC., FOR INSPECTIONS AND SERVICING OF ELEVATORS IN CITY BUILDINGS

WHEREAS, historically the City of Vestavia Hills has utilized Bagby Elevator Company, Inc. (“Bagby Elevator”), to inspect and service elevators at various city buildings; and

WHEREAS, the City’s new Facilities Manager has reviewed the multiple older agreements and has recommended bringing all of the City’s facility elevators into a single inspection and service agreement to include the City Hall, Vestavia Hills Police Department, the Library in the Forest and the new Vestavia Hills Civic Center through a newly negotiated 3-year agreement with Bagby Elevator; and

WHEREAS, a copy of the recommended agreement is marked as Exhibit A and is attached to and incorporated into this Ordinance Number 3186 as if written fully therein; and

WHEREAS, the proposed agreement has been reviewed by the Public Works Director and the City Manager who agree with the Facility Manger and recommend approval; and

WHEREAS, the Mayor and City Manager feel it is in the best public interest to accept said recommendation to bring all facility elevators into the single agreement detailed in Exhibit A.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Bagby Elevator as detailed in the attached Exhibit A; and
2. Said funding pursuant to the agreement shall be derived in the City’s General Fund; and
3. This Ordinance Number 3186 shall become effective immediately upon adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3186 is a true and correct copy of such 14th day of August, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

MAINTENANCE AGREEMENTS

City of Vestavia Hills
1973 Merryvale Road
Vestavia Hills, AL 35216
(Hereinafter called Customer, you).

Bagby Elevator Company, Inc. (hereinafter called the Company, Bagby, we) proposes to furnish its maintenance service, as described herein, on the following:

VESTAVIA HILLS CITY HALL – TWO (2) HYDRAULIC PASSENGER ELEVATORS – FULL MAINTENANCE
LIBRARY IN THE FOREST – ONE (1) HYDRAULIC PASSENGER ELEVATOR – FULL MAINTENANCE
LIBRARY IN THE FOREST – ONE (1) PASSENGER LIFT – OIL/GREASE MAINTENANCE
REC CENTER – TWO (2) TAC 20 HYDRAULIC PASSENGER ELEVATORS – FULL MAINTENANCE

FM8 FULL MAINTENANCE COVERAGE

Located at: **Vestavia Hills City Hall – 1032 Montgomery Highway – Vestavia Hills, AL 35216 - \$280.05 MONTHLY**
Library in the Forest – 1221 Montgomery Highway – Vestavia Hills, AL 35216 - \$138.42 MONTHLY
Rec Center – 1090 Montgomery Highway – Vestavia Hills, AL 35216 - \$279.00 MONTHLY

- Under this Contract, Bagby's trained personnel will maintain the elevator equipment as hereinafter described, on the terms and conditions subsequently set forth.
- Bagby will adjust, clean, lubricate, furnish lubricants and hydraulic oil, and when conditions warrant, repair or replace MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS including:
 - Worms, Gears, Thrusts, Bearings, Brake Magnet Coils, Brake shoes, Brushes, Windings, Commutators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frames, Valves, Pistons, Piston Packing, Pump and other mechanical parts, Hall and Car Button Stations, Hall Lanterns, Position Indicators, Car and Hall Register Lights, Door Guides, Door Hangers, Door Interlocks and Door Operating Equipment.
- Bagby will keep the Guide Rails properly lubricated at all times except where roller guides are used, and when necessary, renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- Bagby will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes.
- Bagby will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.
- Bagby will also examine, lubricate, adjust, repair and/or replace the following accessory equipment:
- Bagby will correct any failures which take any Unit out of service as soon as is practicable. However, in the event a Unit is out of service for more than two (2) regular Company workdays from the day we receive notification of the failure, the Customer may request that Bagby credit the Customer in the following month, the amount of the monthly maintenance payment allocable to the Unit, prorated for the period the Unit was out of service beyond such time. The receipt of credits as set forth hereinabove will be Customer's exclusive remedy in the event of a failure taking a Unit out of Service for more than two (2) regular Bagby working days. This provision shall not apply to pre-scheduled repairs, or repairs delayed for any cause excused elsewhere in the Contract.
- The following items of elevator equipment are not included in this contract:

Cab, car doors, car flooring, car lights, emergency lighting, telephones and all related equipment, door frame, sills and hatch doors, A.C. service feeders and disconnect switches, fuses, intercoms, underground or unexposed jack assembly and underground, embedded, or unexposed piping, heat sensors, flex hoses, air conditioning units or any parts and components for same smoke sensors or safety signaling equipment or other instructions or warnings in connection with use by passengers (if applicable), or air conditioning units mounted on or about controllers including the parts and components for same.

- It is mutually agreed that Bagby shall not be under any obligation hereunder to make any renewals, repairs or replacements except those incidental to the normal wear and tear of the elevator equipment and that Bagby is not required under this contract to make renewals, repairs or replacements arising from or involving environmental conditions, power surges, water damage, fire, vandalism, negligence (other than that of Bagby), load tests, obsolescence, accident or misuse of machinery or car, work by others, or other similar or dissimilar causes beyond Bagby's control. Bagby shall not be required to make safety tests, nor to install new attachments on the elevator equipment whether or not recommended or directed by Insurance Companies, or Government, State, Municipal, or other authorities, nor to make any replacements with parts of a different design. If Customer requests and receives services for "non-covered" elevator equipment or work excluded under the Contract, Customer will compensate Bagby at the applicable regular or overtime rate for such work.
- For the customer's elevator equipment, Company will perform an annual no load safety test and once every five years a full load test on any traction elevator (if applicable). Any damage to the equipment or equipment resulting from any such testing is not ordinary wear and tear. Damage, renewals, repairs or replacements resulting or necessitated by same are not covered by Company under this contract.
- The Customer agrees to supply the company with all electrical drawings and wiring schematics, or proprietary equipment relating to the equipment covered by this contract.
- Services under this contract shall be performed during regular working hours on regular working days except as follows:

Emergency call back service between regular inspections during regular working hours
of the elevator trade is provided in this contract.

- If overtime work not included in this contract is requested by Customer covering examinations, repairs, or emergency minor callback services, or if Customer requests that services under this contract be performed at other than regular working hours on regular working days, the Company will absorb the regular time portion of each overtime hour worked (at Bagby's standard billing rates). Travel time in addition to hours on the job will be billable to Customer at these rates. Customer shall pay only the double-time portion of each hour worked at the appropriate overtime billing rate. Hourly labor rates for overtime or regular time are available upon request. The foregoing credit for the regular time portion of work is inapplicable where the work arises from environmental conditions, power surges, water damage, fire, vandalism, negligence, load tests, obsolescence, accident or misuse of machinery or car, work by others, or other similar or dissimilar causes beyond Bagby's control.
- Services will be furnished hereunder for a period of **three (3) years**.
- For the service provided hereunder, Customer shall pay to the Company the sum of **Six Hundred Ninety-Seven & 47/100 dollars, (\$697.47), per month** payable upon presentation of invoice. ~~Customer shall pay an addition to the price herein quoted amount of any tax based on sales made hereunder, imposed by any law enacted after the date of this proposal.~~ The foregoing price shall be adjusted in the following manner as of the anniversary of the commencement date ("Adjustment Date"):

- (1) 25% of the contract price shall be increased or decreased by the percentage of increase or decrease shown by the index of "Wholesale Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics, published as of the month within which the yearly adjustment date falls, as compared with the rate on the Commencement Date.
- (2) 75% of the contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly rate for elevator examiners, in the locality where the equipment is to be maintained on the yearly adjustment date as compared with the rate on the Commencement Date.

For the purpose of this contract and subsequent adjustments, the straight time hourly rate for elevator examiners shall equal actual hourly rate paid to the elevator examiners plus fringe benefits granted in lieu of, or in addition to, hourly rate increases. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, hospitalization insurance, F.I.C.A., S.U.I. and Worker's Compensation.

- (3) The adjustment in price resulting from the above price adjustment provisions shall not increase the contract price to more than the maximum price permitted by any applicable, legally issued government regulation in force on the date that the adjustment becomes effective. In the event retroactive pay or fringe increases are incurred, the contract price will be prorated without regard to the yearly adjustment date.
- Payments in the frequency and amount set forth above are due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

Payment will be made via _____. Where applicable, to enable Bagby to process direct debit payments, Customer agrees to provide a copy of a voided check from Customer's business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. ~~In addition to the agreed price, Customer shall pay to Bagby any future applicable tax imposed on Bagby, Bagby's suppliers~~

or Customer in performance of the work described.

- The Customer shall at all times and at its own cost, maintain comprehensive bodily injury and property damage insurance, including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.
- The Customer shall not permit persons or firms other than Company to make alterations, additions, adjustments, repairs, or replacements to the equipment covered by this contract. This is a material term of this contract.
- Customer agrees that if any unit is malfunctioning or is in a dangerous condition, then Customer will immediately notify Bagby by using the 24-hour service line. Until the problem is corrected, Customer agrees to remove the unit from service and to take all necessary precautions to prevent access or use of the unit while it is malfunctioning or in a dangerous condition.
- It is agreed that Bagby does not assume possession or control of any part of the Units, that such remains the Customer's solely as owner, lessee, or agent of the owner or lessee, and that the Customer is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. The Customer agrees to give the Company ready access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris. The Customer agrees to provide a safe workplace for Company and to remove any waste or hazardous materials in accordance with applicable laws and regulations. The Customer agrees to maintain a maximum temperature of 85 degrees Fahrenheit in the elevator equipment room on all microprocessor controlled elevators.
- Customer agrees to properly post, maintain, and preserve any and all instructions or warnings to passenger in connection with the use of these units.
- Those elevators described in this contract provided with fire fighter service are required by law to be subjected to a test of the special emergency service and a written record kept of the findings. The Customer agrees to be responsible for performing, and keeping a record of, the monthly test of the fire fighter service as required by applicable code.
- If any part delivered hereunder incorporates computer software, the Customer agrees that the transaction is not a sale of such software but merely a license to use such software solely for operating the Unit(s) for which such part was provided. Accepting delivery of such part, the Customer agrees not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the Units(s) in which such part is installed, provided that the Customer informs Bagby of such transfer and the transferee agrees to abide by the above license terms.
- Bagby shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event for consequential damages. No work, service or liability on the part of the Company, other than that specifically mentioned herein, is included or intended.
- The Customer understands that Bagby will supply personnel, material, and resources to Customer, the costs of which must be prorated over the course of the contract term. For that reason, in the event of the sale, lease, or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Customer agrees to see that such purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms of the Agreement.
- The Customer hereby appoints the Company as special agent, authorized to act for the Customer in matters concerning elevator maintenance and repair. Specifically, Bagby is authorized to act as a special agent on the Customer's behalf when purchasing parts necessary to honor the maintenance contract. The Customer authorizes Bagby, as special agent for the Customer, to execute, at Bagby's expense, any legal action required to obtain the necessary parts. This contract creates a principal/agent relationship. It is not intended to constitute an employee/independent contractor relationship. The Customer shall retain control of the manner in which the Company may represent the Customer as its agent. Bagby's term as agent is for the duration of the maintenance contract.
- This contract shall constitute the entire agreement with respect to elevator service to be rendered by Bagby to Customer. No agent or employee shall have the authority to waive any clause of this contract. In the event the Customer's acceptance is in the form of a Purchase Order or other kind of document, the provisions, terms, and conditions of this Preventive Maintenance Agreement shall govern in the event of Conflict.
- All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additions to this agreement will be recognized unless made in writing and signed by both the Mayor and an Executive Officer of Bagby Elevator Company, Inc. Further, any manual changes to this form will not be effective as to Bagby unless initialed in the margin by an Executive Officer of Bagby Elevator Company, Inc.

OIL AND GREASE PROTECTIVE MAINTENANCE COVERAGE

- Bagby shall make **quarterly** inspections of the Elevator(s) above described:

including

Lubricating and cleaning the machine, motor and controller, pump unit, piston, packing head, valves, pipe fittings and drive belts, lubricating the sheave bearings and guides.

- This service does not include power switches, fuses for same, flex hoses, nor power wiring to controller.
- Bagby will also inspect and lubricate the following accessory equipment: Hoistway doors, door hinges, latches, or knobs and other items of accessory equipment not listed above.
- Materials supplied under this contract are limited to lubricating oils and greases only.
- Reports of inspection shall be made by Bagby and any defects disclosed by such inspections shall be listed on a time ticket and a copy of same shall be given to customer; such listing by Bagby shall constitute complete notification to Customer of any such defect.
- Services under this contract shall be performed during regular working hours on regular working days. If overtime work covering inspections is requested by the Customer, Bagby will absorb the hours worked at single time rates, and the Customer will compensate Bagby for overtime hours at Bagby's usual overtime rate.
- Services will be furnished hereunder from _____ (the "Commencement Date") at the price herein named for **three (3) years**.
- For the service provided hereunder, Customer shall pay to Bagby the sum of **Two Hundred Thirty-Two & 20/100 dollars (\$232.20) quarterly**, payable upon presentation of invoice. This price will remain firm for a period of ninety (90) days.
- On an annual basis, the foregoing price shall be adjusted by the percentage of increase or decrease in the straight time hourly rate for elevator examiners in the locality where the equipment is inspected on the anniversary of the Commencement Date as compared with the straight time hourly rate for elevator examiners on the Commencement Date. For the purpose of this contract and subsequent adjustments, the straight time hourly rate for elevator examiners shall equal the actual hourly rate paid to the elevator examiners plus the fringe benefits granted in lieu of, or in addition to, hourly rate increases. Fringe benefits include, but are not limited to pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, hospitalization insurance, F.I.C.A., S.U.I., and Workmen's Compensation. The adjustment in price resulting from the foregoing price adjustment provision shall not increase the contract price to more than the maximum price permitted by any applicable, legally issued, government regulation in force on the date that the adjustment becomes effective. These adjustments shall be made on any semi-anniversary date or anniversary date of this contract to become effective immediately.
- Payments in the frequency and amount set forth above are due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.
- Payment will be made via _____. Where applicable, to enable Bagby to process direct debit payments, Customer agrees to provide a copy of a voided check from Customer's business bank account.
- The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. ~~In addition to the agreed price, Customer shall pay to Bagby any future applicable tax imposed on Bagby, Bagby's suppliers or Customer in performance of the work described.~~
- In states requiring notice prior to filing a lien, this notice requirement is hereby complied with.
- **INSURANCE:** The Customer shall at all times and at its own cost, maintain comprehensive bodily injury and property damage insurance, including bodily injury and property damage covering the ownership, use or operation of the equipment described herein and to name Company, its officers, directors and employees as an additional insured under all limits of that policy or policies except worker's compensation.
- The Customer shall not permit persons or firms other than Company to make alterations, additions, adjustments, repairs, or replacements to the equipment covered by this contract. This is a material term of this contract.
- Customer agrees that if any unit is malfunctioning or is in a dangerous condition, then Customer will immediately notify Bagby by using the 24-hour service line. Until the problem is corrected, Customer agrees to remove the unit from service and to take all necessary precautions to prevent access or use of the unit while it is malfunctioning or in a dangerous condition.
- Customer agrees to properly post, maintain, and preserve any and all instructions or warnings to passenger in connection

with the use of these units. Customer shall not allow persons or entities other than those employed by Company to perform work or adjustments to the equipment described herein.

- It is agreed that Bagby does not assume possession or control of any part of the Units, that such remains the Customer's solely as owner, lessee, or agent of the owner or lessee, and that the Customer is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. The Customer agrees to give the Company ready access to all areas of the building in which any part of the Units is located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris. The Customer agrees to provide a safe workplace for Company and to remove any waste or hazardous materials in accordance with applicable laws and regulations. The Customer understands that it is detrimental to the equipment to allow temperatures in excess of 85 degrees Fahrenheit in the elevator equipment room for any microprocessor controlled elevators.
- Those elevators described in this contract provided with fire fighter service are required by law to be subjected to a test of the special emergency service and a written record kept of the findings. The Customer agrees to be responsible for performing, and keeping a record of, the monthly test of the fire fighter service as required by applicable code.
- Bagby shall not be held responsible or be held liable for failure to make an inspection by reason of strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.
- This Contract shall constitute the entire agreement with respect to elevator service to be rendered by Bagby to Customer, and all prior representations, whether written or verbal, are merged herein. No agent or employee shall have the authority to waive any clause of this contract. In the event the Customer's acceptance is in the form of a Purchase Order or other kind of document, the provisions, terms, and conditions of this Preventive Maintenance Agreement shall govern in the event of Conflict.
- The Customer understands that Bagby will supply men, material, and resources to my area, the costs of which must be prorated over the course of the contract term. For that reason, in the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Customer agrees to see that such purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms of this agreement.
- All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additions to this agreement will be recognized unless made in writing and signed by both the Mayor and an Executive Officer of Bagby Elevator Company, Inc. Further, any manual changes to this form will not be effective as to Bagby unless initialed in the margin by an Executive Officer of Bagby Elevator Company, Inc.
- **Immigration:** By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.
- **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. Bagby 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.

BAGBY ELEVATOR COMPANY, INC.

BY: 
JAMES HOGAN, DIRECTOR OF SALES
CITY OF VESTAVIA HILLS

BY: _____
(Signature)

(name-typed or printed)

TITLE: _____

The foregoing proposal is hereby accepted at the prices and upon the terms and conditions
therein stated, this _____ day of _____, _____.

The proposal and contract is hereby accepted by Bagby Elevator Company, Inc.:

BY: _____
Hunter M. Bagby, Executive Vice President

DATE: _____

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

May 5, 2023

By Electronic Mail

Lori Beth Kearley, P.E.
Department of Public Services
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Elevator Maintenance Agreement Between Bagby Elevator Company, Inc.
and the City of Vestavia Hills, Alabama

Dear Mrs. Kearley:

On April 27, 2023, you sent to me via electronic mail an Agreement prepared by Bagby Elevator Company, Inc. ("Bagby") wherein Bagby proposed to provide full maintenance elevator protection program services for five (5) elevators situated in three (3) different buildings owned by the City of Vestavia Hills, Alabama ("City"). You requested that I review the proposed Agreement and provide you with my written legal opinion and recommendations. The purpose of this letter is to comply with your request.

Bagby proposes to provide full maintenance protection program covering all parts, labor and materials necessary for premium elevator service on the elevators in the table below.

<u>Location</u>	<u>Elevators</u>	<u>Monthly Charge</u>
Vestavia Hills City Hall	Two (2) hydraulic passenger elevators	\$280.05
Library in the Forest	One (1) hydraulic passenger elevator	138.42
Recreation Center 1090 Montgomery Highway	Two (2) Tac 20 hydraulic passenger elevators	<u>279.00</u>
	Total Monthly Charge	\$697.47

The proposed Agreement is for a period of three (3) years. Therefore, the total contract price amounts to \$25,008.92 (\$697.47 per month x 36 months = \$25,008.92).

I. LEGAL ISSUE ONE

A. LEGAL ISSUE ONE: Is the proposed Agreement subject to the Alabama Competitive Bid Law?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Question One is in the negative.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the Alabama legal authorities cited below:

1. The Alabama Competitive Bid Law at Title 41-16-50(a), Code of Alabama, 1975: The Alabama Competitive Bid Law applicable to municipalities is set forth at Title 41-16-50(a), *Code of Alabama, 1975*, and provides in pertinent part as follows:

"(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, by or on behalf of any...governing bodies of the municipalities of the state ...shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder."

Title 41-16-51(a)(3), *Code of Alabama, 1975*, provides as follows:

"§41-16-51. Exemptions—Void Contracts—Criminal Penalties.

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(3) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a **high degree of professional skill where the personality of the individual plays a decisive part** (*emphasis added*)."

2. **The Alabama Competitive Bid law Applicable to Public Works**

Projects:

(a) **Public Works Project Defined:** Alabama law regarding the letting, execution and administration of public improvements contracts ("public works") by municipalities is set forth in Title 39, Chapters 1 through 5, of the *Code of Alabama, 1975*.

The Alabama Public Works Law regarding public works construction projects provides, among other things, that a public works project is the expenditure of public funds on real estate owned by a municipality or on a structure attached to that real estate. Section 39-2-1(6), *Code of Alabama, 1975*, defines "public works" as:

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

(b) **Requirement to Bid Public Works Project:** Alabama law at Title 39-2-2(a), *Code of Alabama, 1975*, requires that contracts be awarded after inviting competitive bids and provides in pertinent part as follows:

"(a) Before entering into any contract for a public works involving an amount in excess of fifty thousand dollars (\$50,000), the awarding authority shall advertise for sealed bids. "

(c) **No Requirement to Bid for Project \$50,000.00 or Less:** The scope of work constituting a "public works project" within the meaning of Act Number 97-225 enacted by the Legislature, effective April 22, 1997 and now codified as Title 39-2-2(b)(1), et seq., *Code of Alabama, 1975*, reads in pertinent part as follows:

"Public works projects involving expenditures of less than \$50,000.000 do not have to be bid."

D. **CONCLUSION:** The work to be performed by Bagby is a public works project because it is the maintenance of a public building (Title 39-2-1(6), *Code of Alabama, 1975*) with a contract price of less than \$50,000.00. Therefore, the Agreement is not subject to the Competitive Bid Law applicable to public works projects (Title 39-2-2(b)(1), *Code of Alabama, 1975*).

The work is also exempt from the Alabama Competitive Bid Law at Title 41-16-50(a), *Code of Alabama, 1975*, because the work is to be performed by an individual possessing a high degree of professional skill where the personality of the individual plays a decisive part (exempted by Title 41-16-51(a)(3), *Code of Alabama, 1975*).

II. LEGAL ISSUE TWO

A. LEGAL ISSUE TWO: May an Alabama municipality legally indemnify and hold harmless a third party or limit the liability of that third party?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Question Two is in the negative.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the Alabama legal authorities cited below.

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

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

In my opinion, it would be a violation of Article IV, Section 94(a) of the *Constitution of Alabama* for the City to indemnify a third party for actions, costs, expenses, damages and liabilities.

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

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

D. CONCLUSION: It is my conclusion that the City, under Alabama law cited above, cannot indemnify and hold harmless Bagby.

E. RECOMMENDATION: I recommend that all language in the Agreement requiring the City to indemnify and hold harmless Bagby, specifically including, but not limited to, the language on pages 3 and 4 be deleted.

III. LEGAL ISSUE THREE

A. LEGAL ISSUE THREE: Is a contract with a municipality required to contain language regarding immigration in compliance with Title 31-13-9(k), *Code of Alabama, 1975*?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Question Three is in the affirmative.

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

“(k) All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: ‘By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.’”

D. MY RECOMMENDATION: I recommend that the following language be added to the Agreement:

“IMMIGRATION: By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.”

IV. LEGAL ISSUE FOUR

A. LEGAL ISSUE FOUR: Is a contract with a municipality required to contain language regarding boycott in compliance with Title 41-16-5(a)(3) *Code of Alabama, 1975*?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Question Four is in the affirmative.

C. BASIS FOR LEGAL OPINION: A municipality in Alabama is defined as a governmental entity by Title 41-16-5(a)(3), *Code of Alabama, 1975*. The statute further provides as follows:

“(b) Subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, Code of Alabama 1975, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity 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.

(c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.

(2) This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).

D. MY RECOMMENDATION: I recommend that the following language be added to the proposed Agreement:

“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. Bagby 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.”

V. LEGAL ISSUE FIVE

A. LEGAL ISSUE FIVE: May a municipality legally agree to pay liquidated damages?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Question Five is in the negative.

C. BASIS FOR LEGAL OPINION:

1. Municipalities and counties may exercise only the authority given to them by the Legislature. A municipality derives all of its power from the state and no municipality can legislate beyond what the state has either expressly or impliedly authorized. *Jefferson County v. Johnson*, 333 So.2d 143, 145 (Ala.1976) and *Arrington v. Associated General Contractors*, 403 So.2d 893, 902 (Ala.1981).

2. I have found no statute that authorizes a municipality to voluntarily agree to pay liquidated damages for an alleged breach of contract.

3. Alabama law at Title 11-40-1, *Code of Alabama, 1975*, provides that all municipal organizations are bodies, politic and corporate, and as the case may be, shall sue and be sued, contract and be contracted with.

4. The proposed Agreement provides as follows,

“The Customer does hereby consent to have this agreement construed under and in accordance with the laws of the State of Alabama and to the venue and jurisdiction of any proceeding or lawsuit under this agreement to be in the State Courts in Jefferson County, Alabama.”

5. The Supreme Court of Alabama decided the case of *Ex parte Jackson County Bd. of Educ.*, 4 So.3d 1099, in 2008 and held that the elements of a breach-of-contract claim are (a) a valid contract binding the parties; (b) the plaintiffs’ performance under the contract; (3) the defendant’s non-performance; and (d) resulting damages.

6. I recommend that should either Bagby or the City claim a breach of contract by the other party, then in such event the matter be adjudicated in Jefferson County Courts consistent with the proposal by Bagby.

D. RECOMMENDATION: I recommend that any and all language in the Agreement requiring the City to pay liquidated damages, specifically including, but not limited to, the language on page 3 be deleted.

VI. LEGAL ISSUE SIX

- A. LEGAL ISSUE SIX: Is a municipality required to pay sales taxes?
- B. LEGAL OPINION: It is my legal opinion that municipalities in Alabama are not required to pay sales taxes.
- C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the Alabama legal authorities cited below.

1. Municipalities in Alabama are not legally required to pay sales taxes. Title 40-23-4(a), *Code of Alabama 1975*, reads in pertinent part as follows:

"§40-23-4. Exemptions; Certain Sales.

(a) There are exempted from the provisions of this division and from the computation of the amount of the tax levied, assessed, or payable under this division the following:

(11) The gross proceeds of sales of tangible personal property to the State of Alabama, to the counties within the state and to incorporated municipalities in the State of Alabama.

(15) The gross proceeds of the sale or sales of tangible personal property to county and city school boards, independent school boards, and all educational institutions and agencies of the State of Alabama, the counties within the state, or any incorporated municipalities of the State of Alabama."

D. My RECOMMENDATION:

1. I recommend that all language in the Agreement requiring the City to pay sales taxes be deleted.
2. If the City purchases a part from Bagby that was in stock and Bagby had already paid sales tax on that part when it was purchased, then in such event the sales tax paid should be included in the total purchase price paid by the City.
3. However, should a part not be in Bagby's inventory and need to be ordered, then in such event the part should be purchased using the "materials tax exemption for governmental entities projects" set forth in Title 40-9-14.1, *Code of Alabama, 1975*, a copy of which is attached to this legal opinion.

VII. CONCLUSION

From a legal standpoint, I approve the execution and delivery of the Agreement with Bagby; provided, however, that it is amended consistent with this legal opinion.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,

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

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Attachment

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

(d) No refunds shall be issued to such united appeal fund entity or supported charity, as defined in subsection (b) and (c) and those as defined in Section 40-9-12(c), for any purchases or transactions during a time period in which a certificate of exemption was not in effect regardless of whether such united appeal fund or supported charity falls under the provisions of this section.

(e) The Department of Revenue may make available to the public a record of statutorily exempt entities that have been issued a certificate of exemption. Such listing shall be limited to the entity name, the date of issuance, and the current status of the certificate as either valid or invalid, including the date such certificate of exemption became invalid.

(f) The Department of Revenue may adopt and enforce reasonable rules for the enforcement and administration of this section.

HISTORY:

Acts 2018, No. 18-198, § 1, effective March 12, 2018.

sioner substituted "adopted" for "promulgated" in (a); and substituted "adopt and enforce reasonable rules" for "adopt, promulgate, and enforce reasonable rules and regulations" in (f).

Editor's Notes

In this section as enacted, the Code Commis-

§ 40-9-14.1. Materials tax exemption for governmental entities projects.

(a) For the purposes of this section, the term governmental entity means the State of Alabama and its political subdivisions, including a county, a municipality, an industrial or economic development board or authority, airport authority, and any public water or sewer authority, district, system, or board that otherwise is sales and use tax exempt. A governmental entity shall also include an educational institution of any of the foregoing Alabama political subdivisions including a public college or university, a county or city board of education, and the State Board of Education.

(b)(1) The Department of Revenue shall issue a certificate of exemption to the governmental entity for each tax exempt project.

(2) The Department of Revenue shall grant a certificate of exemption from state and local sales and use taxes to any contractor licensed by the State Licensing Board for General Contractors, or any subcontractor working under the same contract, for the purchase of building materials, construction materials and supplies, and other tangible personal property that becomes part of the structure that is the subject of a written contract for the construction of a building or other project for and on behalf of a governmental entity which is exempt from the payment of sales and use taxes.

(c) The use of a certificate of exemption for the purchase of tangible personal property pursuant to this section shall include only tangible personal property that becomes part of the structure that is the subject of the construction contract. Any contractor or subcontractor purchasing any tangible personal property pursuant to a certificate of exemption shall maintain an accurate cost accounting of the purchase and use of the property in the construction of the project.

(d) A contractor who has an exemption from sales and use tax for the purchase of materials to use on a government project shall file, in a manner as prescribed by the department, reports of all exempt purchases. The reports shall be filed as a prerequisite to renewal of a certificate of exemption.

(e)(1) The department may assess any contractor or subcontractor with state and local sales or use taxes on any item purchased with a certificate of exemption not properly accounted for and reported as required.

(2) Any contractor or subcontractor who intentionally uses a certificate of exemption in violation of this section, in addition to the actual sales or use tax liability due, shall be subject to a civil penalty levied by the department in the amount of not less than two thousand dollars (\$2,000) or two times any state and local sales or use tax due for the property and, based on the contractor's or subcontractor's willful misuse of the certificate of exemption, may be barred from the use of any certificate of exemption on any project for up to two years.

(f) The department may adopt rules to implement this section in order to effectuate the purposes of this section and to provide for accurate accounting and enforcement of this section.

(g) In bidding the work on a tax exempt project, the bid form shall provide for an accounting for the tax savings.

(h) The intent of this section is to lower the administrative cost for the governmental entity, contractor, and subcontractor for public works projects. It is not the intent of this section to change the basis for determining professional services from fair market value, which may include sales and use taxes.

(i)(1) Except as provided for a contract for the construction of a highway, road, or bridge as provided in subdivision (2), this section shall be operative for contracts entered into with governmental entities as defined in subsection (a), not including public water or sewer authorities, districts, systems, or boards that otherwise are sales and use tax exempt, on January 1, 2014, or thereafter, and shall not apply to any contract entered into prior to January 1, 2014. This section shall be operative for contracts entered into with public water or sewer authorities, districts, systems, or boards that otherwise are sales and use tax exempt on January 1, 2019, and thereafter, and shall not apply to any contract entered into with such entities prior to January 1, 2019. In addition, this section shall not apply to any contract change orders or contract extensions, including revised, renegotiated, or altered contracts, when the original contract was entered into prior to January 1, 2014, with a governmental entity. Nor shall this section apply to any contract change orders or contract extensions, including revised, renegotiated, or altered contracts with any public water or sewer authority, district, system, or board that otherwise is sales and use tax exempt, when the original contract was entered into prior to January 1, 2019.

(2) This section shall be operative for any contracts with a governmental entity defined in subsection (a) for the construction of a highway, road, or bridge entered into on or after January 1, 2022, and shall not apply to any contracts for the construction of a highway, road, or bridge entered into prior

to January 1, 2022, nor shall this section apply to any contract change order or contract extensions, including revised, renegotiated, or altered contracts, when the original contract was entered into prior to January 1, 2022.

(j) The Department of Revenue may adopt rules to implement this section.

HISTORY:

Acts 2013, No. 13-205, §§ 1, 2, Oct. 1, 2013; Acts 2018, No. 18-234, § 1, effective June 1, 2018; Acts 2021, No. 21-298, § 2, effective April 27, 2021; Acts 2021, No. 21-372, § 1, effective October 1, 2021.

Effective Dates

Acts 2013, No. 13-205, effective October 1, 2013.

Amendment Notes

The 2018 amendment added "any public water or sewer authority, district, system, or board that otherwise is sales and use tax exempt" in the first sentence of (a); in (i), added "with governmental entities as defined in subsection (a), not including public water or sewer authorities, districts, systems, or boards that other-

wise are sales and use tax exempt, on" in the first sentence, added the second sentence, added "with a governmental entity" in the third sentence, added the second to the last sentence and deleted "after October 1, 2013" at the end; and made a related change.

The 2021 amendment by Acts 2021, No. 21-298, added "airport authority" in the first sentence of (a).

The 2021 amendment by Acts 2021, No. 21-372, deleted "not to include any contract for the construction of any highway, road, or bridge" following "other project" in (b)(2); in (i), added "Except as provided for a contract for the construction of a highway, road, or bridge as provided below" at the beginning and added the last sentence; and redesignated former last sentence of (i) as (j).

RESEARCH REFERENCES AND PRACTICE AIDS

Related Statutes

Acts 2021, No. 21-298, § 1: "Notwithstanding any other provision of law, beginning January 1, 2020, all airport authorities established pursuant to Chapter 3 of Title 4 of the Code of

Alabama 1975, or by local law and contracts entered into by airport authorities on or after January 1, 2020, are exempted from paying any state, county, and municipal sales and use tax."

§ 40-9-14.2. Airport authorities.

Notwithstanding any other provision of law, beginning January 1, 2020, all airport authorities established pursuant to Chapter 3 of Title 4 or by local law and contracts entered into by airport authorities on or after January 1, 2020, are exempted from paying any state, county, and municipal sales and use tax.

HISTORY:

Acts 2021, No. 21-298, § 1, effective April 27, 2021.

§ 40-9-19. Homesteads; generally.

(a)(1) Homesteads, as defined by the Constitution and laws of Alabama, are exempt from all state ad valorem taxes. In no case shall the exemption apply to more than one person or head of the family, nor shall the exemption exceed \$4,000 in assessed value or 160 acres in area for any resident of this state who is not over 65 years of age.

(2) The homesteads of residents of this state, over 65 years of age, or who are retired due to permanent and total disability, regardless of age, or who are blind as defined in Section 1-1-3, regardless of age or whether such person is retired, shall be exempt from all state ad valorem taxes.



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

August 14, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5474 - A Resolution authorizing the City Attorney to request an Opinion from the Alabama Attorney General regarding small cell deployment in the City of Vestavia Hills

Background:

Pursuant to Ordinance Number 2814-A and 2815-A, small cell deployment has been occurring in the City of Vestavia Hills. A recent request for three additional nodes has caused concerns in the community concerning safety, the need for deployment, etc.

Recommendation:

They City Council has determined a need for an Attorney General opinion regarding the legalities of the deployment and has requested that the City Attorney seek said opinion.

Fiscal Impact:

n/a

Attachments:

1. Resolution 5474

RESOLUTION NUMBER 5474

A RESOLUTION TO REQUEST A WRITTEN LEGAL OPINION FROM THE ATTORNEY GENERAL OF THE STATE OF ALABAMA AND TO AUTHORIZE AND INSTRUCT THE CITY ATTORNEY TO TAKE THE APPROPRIATE ACTION NECESSARY TO SECURE SAID OPINION.

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

In accordance with the authority set forth in Title 36-15-1(c), *Code of Alabama, 1975*, the Vestavia Hills City Council hereby respectfully requests a written legal opinion from the Attorney General of the State of Alabama regarding the following questions relative to the authority of wireless providers to collocate, mount or install small wireless facilities on and in the public rights-of-way in the City of Vestavia Hills, Alabama pursuant to the authority of Title 37-17-1, et seq., *Code of Alabama, 1975*.

WITNESSETH THESE RECITALS:

WHEREAS, Article XII, Section 220 of the *Constitution of Alabama 1901* reads as follows:

“Sec. 220. Public corporations—Consent of municipal corporation prerequisite to use of public property for public utility or private enterprise purposes. No person, firm, association, or corporation shall be authorized or permitted to use the streets, avenues, alleys, or public places of any city, town, or village for the construction or operation of any public utility or private enterprise, without first obtaining the consent of the proper authorities of such city, town, or village.”; and

WHEREAS, Title 11-49-1(a), *Code of Alabama, 1975*, reads as follows:

“§11-49-1. Consent of municipality to certain uses of streets.

(a) No person, firm, association, or corporation shall be authorized to use the streets, avenues, alleys, and other public places of cities or towns for the construction or operation of any public utility or private enterprise without first obtaining the consent of the proper authorities of the city or town.”; and

WHEREAS, the Supreme Court of Alabama decided the case of *Operation New Birmingham v. Flynn*, 621 So.2d 1316, in 1993 and wrote,

“This Court has since reaffirmed that it is wholly within the province of the municipal authorities to grant the municipality’s consent or to withhold it from a certain group or individual seeking to use public streets for private or public enterprise. *Bush v. City of Jasper*, 247 Ala. 359, 24 So.2d 543 (1945). In *Crabtree v. City of Birmingham*, 292 Ala. 684, 299 So.2d 282 (1974), the Court summarized the effect of §220:

‘It is well settled in this state that the right to use the public streets for hire is not a right of public or private enterprise but is a privilege—generally called a franchise—subject to the consent and regulation of the municipality.... In such use of the public streets, it is wholly within the province of the municipal authorities under §220, Alabama Constitution, to grant its consent or withhold it to any person or group...’; and

WHEREAS, Title 11-43-62, *Code of Alabama*, 1975, provides as follows:

“The council shall regulate the use of the streets for the erection of telegraph, telephone, electric and all other systems of wires and conduits and may require the same to be placed underground if deemed necessary for the public convenience and safety and generally to control and regulate the use of the streets for any and all purposes;” and

WHEREAS, the Federal Communications Commission (FCC) made a Declaratory Ruling and Third Report and Order on September 26, 2018, entitled “Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment,” pursuant to the Telecommunications Act of 1996, which became effective January 14, 2019; and

WHEREAS, the Alabama Legislature enacted Act Number 2021-5, now codified at Title 37-17-1 through Title 37-17-12, *Code of Alabama*, 1975, (hereinafter referred to in this Resolution Number 5474 as the “Act”) to allow wireless providers to collocate, mount or install small cell wireless facilities on or adjacent to existing, new or replacement poles in the City right-of-way, effective February 19, 2021; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama respectfully requests the advice and opinions necessary to the present performance of official acts that it must perform when considering a request by a wireless service provider to install small wireless facilities on to existing, new or replacement poles in a City of Vestavia Hills right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the Vestavia Hills City Council that it respectfully requests the Attorney General for the State of Alabama to write a written legal opinion that will answer the following six legal questions:

A. LEGAL QUESTIONS:

1. Does the Act allow the City to reject small cell facilities from being placed in the City rights-of-way and what conditions are valid reasons for such denial?
2. Does the Act allow the City of Vestavia Hills to determine the exact location for the installation of a new or replacement pole on a City right-of-way?
3. Does the Act allow the wireless infrastructure provider or wireless provider or wireless service provider to determine the exact location for the installation of a new or replacement pole on a City right-of-way?
4. If a new pole is installed on the City right-of-way, then in such event does the Act allow the City to require that the pole be a decorative pole to fit aesthetically with the neighborhood? If the answer is in the affirmative, does the Act further preclude pole placement if the neighborhood has underground utilities and the small cell facility cannot be placed underground due to technical limitations?

B. AUTHORIZATION: The City Attorney shall take the appropriate action necessary to secure the written legal opinions of the Attorney General of the State of Alabama as requested in this resolution.

This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED on this the 14th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



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

August 14, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 1595-A - An Ordinance to Amend Ordinance Number 1595 - Rezoning the Columbiana Crossing Shopping Center from Jefferson County C-1 to Vestavia Hills B-2; Compatible zoning for annexation by amending the legal description for said property

Background:

The Columbiana Crossing Shopping Center was compatibly rezoned in 1996. It was later discovered that the legal description included in the ordinance was the legal description of an adjacent property and not the shopping center. Owners were contacted and a new zoning process was begun in order to correct the legal description of the property. This request doesn't change any use on the property, however, it does correct the legal description needed for the property and for title purposes as the property changes ownership.

Recommendation:

Staff recommends approval to correct an inadvertent error by a previous administration.

Fiscal Impact:

na

Attachments:

1. Ordinance 1595a

ORDINANCE NUMBER 1595-A

AN ORDINANCE AMENDING ORDINANCE NUMBER 1595 - TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY C-1 TO VESTAVIA HILLS B-2

WHEREAS, on May 22, 1996, the City Council adopted and approved Ordinance Number 1595 to rezone the Columbiana Crossing shopping Center from Jefferson County C-1 to Vestavia Hills B-2; compatible rezoning for annexation; and

WHEREAS, it was later determined that the legal description contained in the Ordinance was inaccurate; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to correct the legal description to correctly state the zoning.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, Ordinance Number 1595 is hereby amended as follows:

- That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County C-1 (commercial district) to Vestavia Hills B-2 (general business district):

Columbiana Crossing Shopping Center
Victory Vision, LLC; Sugar Enterprises LLC; and Gardendale Development Group LLC

More Particularly described as follows:

Parcel 1: Part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama lying West of Columbiana Road and being more particularly described as follows: Commence at the Southwest Corner of said Section 25, said corner being the POINT OF BEGINNING; thence North along and with the West line of said Section 25, for a distance of 823.00 feet to a point; thence with a deflection of 90 degrees 00' 11" right, 587.18 feet to a point; thence with a deflection of 55 degrees 01' 25" left, 90.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 36.00 feet to a point on the Northwestern right of way margin of Columbiana Road, said point being 100 feet Northwesternly of said highway centerline; thence with a deflection of 90 degrees 00' 00" right, 144.91 feet along and with said right of way margin to a point, said point being 100 feet Northwesternly of said highway

centerline; thence with a deflection of 05 degrees 22' 09" left, 106.87 feet along and with said right of way margin to a point, said point being 90 feet North westerly of said highway centerline; thence with a deflection of 03 degrees 56' 15" left, 257 .66 feet along and with said right of way margin to a point, said point being 70 feet Northwesterly of said highway centerline; thence with a deflection of 07 degrees 53' 49" left, 104.99 feet along and with said right of way margin to a point, said point being 60 feet North westerly of said highway centerline; thence with a deflection of 03 degrees 17' 23" left to chord, along and with said right of way margin, said margin being in a curve to the left having a central angle of 13 degrees 30' 16", a radius of 1,492.7 feet, a chord length of 351.01 feet and an arc length of 351.82 feet to a point, said point being 60 feet Westerly of said highway centerline and on the south line of said Section 25; thence with a deflection from chord of 76 degrees 58' 01" right, along and with said South line of said Section 25 for a distance of 301.05 feet to the POINT OF BEGINNING said parcel containing 8.25 acres more or less; and

Parcel 2: A parcel of land situated in the Southwest Quarter of the Southwest Quarter of Section 25, Township 18 South, Range 3 West. Jefferson County, Alabama lying West of Columbiana Road and being more particularly described as follows: Commence at the Southwest Corner of said Section 25; thence North along and with the West line of said Section 25, for a distance of 502.50 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 95.5 feet to the POINT OF BEGINNING; thence with a deflection of 90 degrees 00' 00" left, 200.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 217 .00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 200.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 217 .00 feet to the POINT OF BEGINNING, said parcel containing 1.00 acres more or less;

- This Ordinance is effective upon adoption and posting/publication pursuant to Alabama law.

APPROVED and ADOPTED this the 28th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

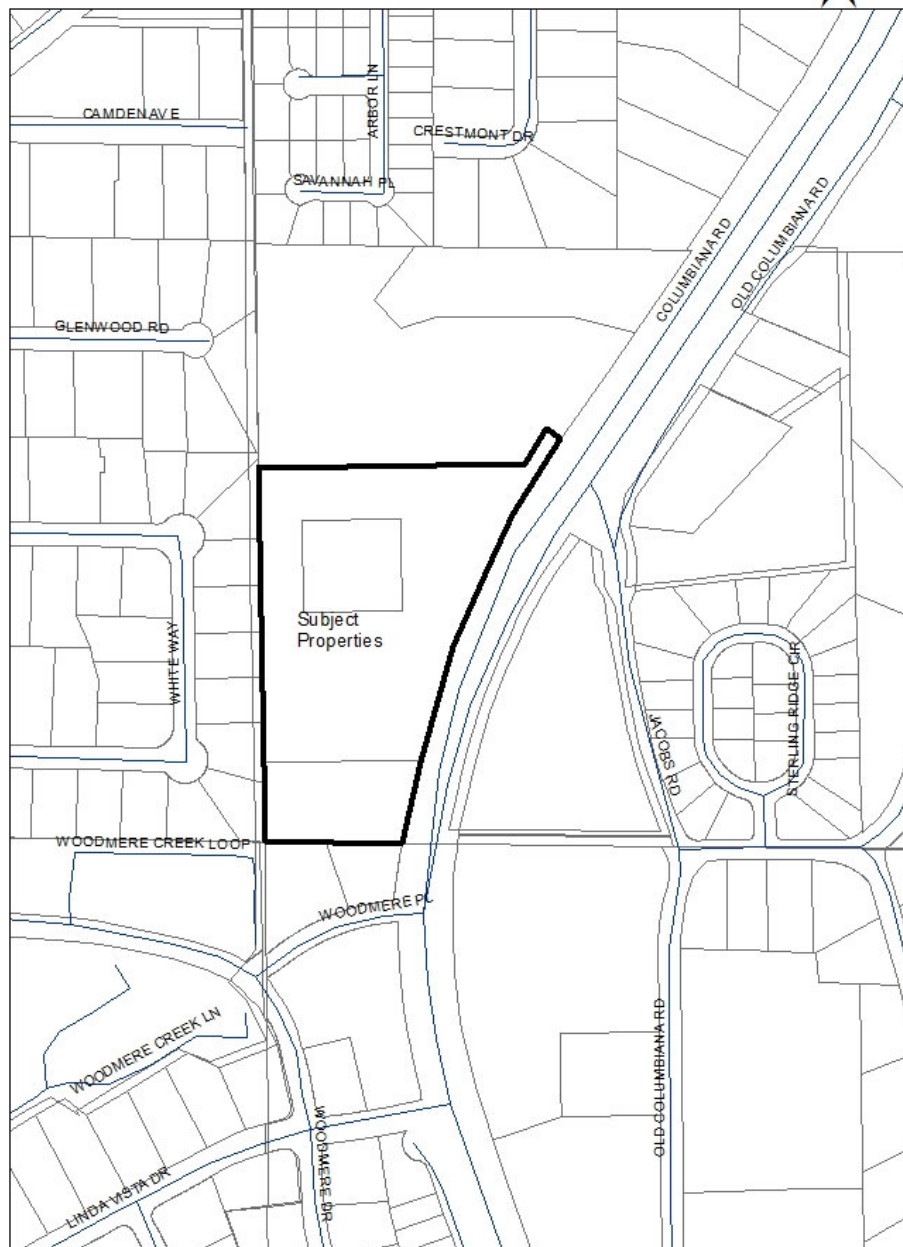
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 1595-A is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 24th day of August, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

Columbiana Crossing Shopping Center





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-23-8

Representative:

Owner Name: Victory Vision, LLC (2198 Columbiana Rd);
 Sugar Enterprises LLC (2118 Columbiana Rd), & Gardendale Development Group LLC Address:
 (2100 Columbiana Rd)
 Owner Address: 2100, 2118, & 2198 Columbiana Road,
 Vestavia Hills, AL 35216

Project Address: 2100, 2118, & 2198 Columbiana Road

Legal Description: **Parcel 1:** Part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama lying West of Columbiana Road and being more particularly described as follows: Commence at the Southwest Corner of said Section 25, said corner being the POINT OF BEGINNING; thence North along and with the West line of said Section 25, for a distance of 823.00 feet to a point; thence with a deflection of 90 degrees 00' 11" right, 587.18 feet to a point; thence with a deflection of 55 degrees 01' 25" left, 90.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 36.00 feet to a point on the Northwestern right of way margin of Columbiana Road, said point being 100 feet Northwesternly of said highway centerline; thence with a deflection of 90 degrees 00' 00" right, 144.91 feet along and with said right of way margin to a point, said point being 100 feet Northwesternly of said highway centerline; thence with a deflection of 05 degrees 22' 09" left, 106.87 feet along and with said right of way margin to a point, said point being 90 feet Northwesternly of said highway centerline; thence with a deflection of 03 degrees 56' 15" left, 257.66 feet along and with said right of way margin to a point, said point being 70 feet Northwesternly of said highway centerline; thence with a deflection of 07 degrees 53' 49" left, 104.99 feet along and with said right of way margin to a point, said point being 60 feet Northwesternly of said highway centerline; thence with a deflection of 03 degrees 17' 23" left to chord, along and with said right of way margin, said margin being in a curve to the left having a central angle of 13 degrees 30' 16", a radius of 1,492.7 feet, a chord length of 351.01 feet and an arc length of 351.82 feet to a point, said point being 60 feet Westerly of said highway centerline and on the south line of said Section 25; thence with a deflection from chord of 76 degrees 58' 01" right, along and with said South line of said Section 25 for a distance of 301.05 feet to the POINT OF BEGINNING said parcel containing 8.25 acres more or less; and

Parcel 2: A parcel of land situated in the Southwest Quarter of the Southwest Quarter of Section 25, Township 18 South, Range 3 West. Jefferson County, Alabama lying West of Columbiana Road and being more particularly described as follows: Commence at the Southwest Corner of said Section 25; thence North along and with the West line of said Section 25, for a distance of 502.50 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 95.5 feet to the POINT OF BEGIN NINO; thence with a deflection of 90 degrees 00' 00" left, 200.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 217 .00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 200.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 217 .00 feet to the POINT OF BEGINNING, said parcel containing 1.00 acres more or less;

Parcel ID Number: 2900253001015028, 2900253001015029, & 2900253001015002

Current Zoning: C-1

Requested Zoning: B-2

Intended Purpose: Compatible rezoning clean up from the past. The originally approved rezoning was approved with an incorrect legal description. This rezoning cleans up the zoning ordinance with the correct legal description for the Columbiana Crossings Shopping Center.

MOTION Mrs. Barnes made a motion to recommend Rezoning for 2100, 2118, & 2198 Columbiana Rd. from Jefferson County C-1 to Vestavia Hills B-2. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

P&Z Recommendation:

Mr. Farrell – yes

Mr. Romeo – yes

Mrs. Barnes – yes

Mr. Weaver– yes

Mr. Honeycutt – yes

Mr. Vercher–yes

Mr. Sykes- yes

Mr. Larson– yes

Motion carried.

Date of P&Z Meeting:

July 13, 2023

Authorized by:

Issued by:

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



VESTAVIA HILLS

Planning and Zoning Commission Planners Report

MEETING DATE

July 13, 2023

AGENDA ITEM

RZ-23-8 The City of Vestavia Hills Is Requesting **Rezoning** For **2100, 2118, & 2198 Columbiana Rd.** from **JC C-1 to Vestavia Hills B-2** For Commercial Development.

BACKGROUND

City is correcting an incorrect legal description when the property was originally zoned in 1996. Mistake was discovered during a purchase/sale agreement of property. No additional changes are being made.

PLANNER'S REVIEW/RECOMMENDATION

ATTACHMENTS

1. app
2. Columbiana_Crossings_Agreement_Thu_Jun_8_2023_13-44-04
3. Original_Ordinance_Tue_Jun_13_2023_08-53-37
4. Map
5. comp
6. zoning

Conrad Garrison
City Planner

Rezoning Application	Applicant	Primary Location
RZ-23-8	 Jack Wakefield	2198 COLUMBIANA RD
Submitted On: Jun 8, 2023	 205-978-0101	VESTAVIA HILLS, AL 35226
	 jwakefield@vhal.org	

Additional Locations
2118 COLUMBIANA RD, VESTAVIA HILLS AL 35226
2100 COLUMBIANA RD, VESTAVIA HILLS AL 35216

Property Information	
Subject Property Address	Tax Parcel ID Number
2100, 2118, & 2198 Columbiana Road	2900253001015028, 2900253001015029, & 2900253001015002

Legal Description
Parcel 1: Part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama lying West of Columbiana Road and being more particularly described as follows: Commence at the Southwest Corner of said Section 25, said corner being the POINT OF BEGINNING; thence North along and with the West line of said Section 25, for a distance of 823.00 feet to a point; thence with a deflection of 90 degrees 00' 11" right, 587 .18 feet to a point; thence with a deflection of 55 degrees 01' 25" left, 90.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 36.00 feet to a point on the Northwestern right of way margin of Columbiana Road, said point being 100 feet Northwesternly of said highway centerline; thence with a deflection of 90 degrees 00' 00" right, 144.91 feet along and with said right of way margin to a point, said point being 100 feet Northwesternly of said highway centerline; thence with a deflection of 05 degrees 22' 09" left, 106.87 feet along and with said right of way margin to a point, said point being 90 feet North westerly of said highway centerline; thence with a deflection of 03 degrees 56' 15" left, 257 .66 feet along and with said right of way margin to a point, said point being 70 feet Northwesternly of said highway centerline; thence with a deflection of 07 degrees 53' 49" left, 104.99 feet along and with said right of way margin to a point, said point being 60 feet North westerly of said highway centerline; thence with a deflection of 03 degrees 17' 23" left to chord, along and with said right of way margin, said margin being in a curve to the left having a central angle of 13 degrees 30' 16", a radius of 1,492.7 feet, a chord length of 351.01 feet and an arc length of 351.82 feet to a point, said point being 60 feet Westerly of said highway centerline and on the south line of said Section 25; thence with a deflection from chord of 76 degrees 58' 01" right, along and with said South line of said Section 25 for a distance of 301.05 feet to the POINT OF BEGINNING said parcel containing 8.25 acres more or less; and Parcel 2: A parcel of land situated in the Southwest Quarter of the Southwest Quarter of Section 25, Township 18 South, Range 3 West. Jefferson County, Alabama lying West of Columbiana Road and being more particularly described as follows: Commence at the Southwest Corner of said Section 25; thence North along and with the West line of said Section 25, for a distance of 502.50 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 95.5 feet to the POINT OF BEGINNING; thence with a deflection of 90 degrees 00' 00" left, 200.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 217 .00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 200.00 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 217 .00 feet to the POINT OF BEGINNING, said parcel containing 1.00 acres more or less;

Existing Parking Spaces	Proposed Parking Spaces
--	--
Submission Date	Type of Project
06/08/2023	New Commercial Development

7/6/23, 10:34 AM

about:blank

From Existing Zoning Classification C-1	To Requested Zoning Classification B-2
---	--

For the Intended Purpose of:

Compatible rezoning clean up from the past. The originally approved rezoning was approved with an incorrect legal description. This rezoning cleans up the zoning ordinance with the correct legal description for the Columbiana Crossings Shopping Center.

Acreage of Subject Property 8.27	Acreage of Property to be Disturbed 0
--	---

Setbacks

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

Owner Information

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

Property Owner Name

Victory Vision, LLC (2198 Columbiana Rd); Sugar Enterprises LLC (2118 Columbiana Rd), & Gardendale Development Group LLC (2100 Columbiana Rd)

Company Name --	
Owner Address City State Zip 2100, 2118, & 2198 Columbiana Road, Vestavia Hills, AL 35216	
Owner's Phone Number 205 266-8228, 205-930-5123, & 205-212-8798	Email Address of Owner salvarez884@gmail.com, joseph.bluestein@dentons.com, mlemak@meremhealth.com
By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed. true	Owner Representative/Responsible Party -- Company Name -- Contact Email of Responsible Party --
Mailing Address of Responsible Party --	

about:blank

Page 89 of 123

ORDINANCE 1595

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF A PARCEL OF PROPERTY FROM JEFFERSON COUNTY C-1 TO VESTAVIA HILLS B-2.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County C-1 to Vestavia Hills B-2.

Columbiana Crossing Shopping Center

More particularly described as follows:

From the SW corner of said section 25, run thence in a northerly direction along the west line of said section for a distance of 823.00 feet to the pointing of beginning of the parcel herein described; from the point of beginning thus obtained continue on the same course as before in a northerly direction for a distance of 491.41 feet; thence turn an angle to the right of 91 degrees 20' 45" and run easterly along the north line of said quarter-quarter section for a distance of 959.47 feet to a point on the NW right-of-way line of the Green Springs Highway; thence turn an angle to the right of 123 degrees 37' 50" and run in a southwesterly direction along said right-of-way line for a distance of 507.45 feet; thence turn an angle to the right of 90 degrees 00' 00" and departing said right-of-way run northwesterly for a distance of 36.0 feet (deed) 36.05 (meas.); thence turn an angle to the left of 90 degrees 00' 00" and run in a southwesterly direction for a distance of 90.00 feet; thence turn an angle to the right of 55 degrees 01' 25" and run in a

westerly direction for a distance of 587.18 feet to the point of beginning. Said parcel contains 8.743 acres more or less.

APPROVED and ADOPTED this the 20th day of May, 1996.

Charles E. Davis
Council President

ATTESTED BY:

Thelma Moon
City Clerk

APPROVED BY:

C. Pat Reynolds
Mayor

CERTIFICATION:

I, Thelma R. Moon, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 1595 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 20th day of May, 1996, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Richard M. Scrushy Public Library, Vestavia Hills Shopping Mall and Vestavia Hills Recreational Center this the _____ day of _____, 1996.

Thelma Moon
City Clerk



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

August 14, 2023

To: Jeff Downes, City Manager

Cc: Melvin Turner, III, Finance Director

From: Zach Clifton, Asst. Finance Director

RE: Public Hearing – Ordinance Number 3187 – An Ordinance approving and adopting the final 10% of the fiscal year 2023 budgets for the City of Vestavia Hills *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

The City Council of the City of Vestavia Hills, Alabama, at its regular meeting of September 12, 2022, adopted and approved Ordinance Number 3118 to adopt 90% of the General Fund budget, 90% of the Special Revenue Fund budget, 90% of the Capital Projects Fund budget and 90% of the Infrastructure and Community Spaces Fund budget for the fiscal year 2022-2023. The City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of the aforesaid budget for the fiscal year 2022-2023.

Recommendation:

Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. Final 10% Ordinance
2. 23 budget

ORDINANCE NUMBER 3187

AN ORDINANCE FOR APPROVAL OF THE FINAL 10% OF THE BUDGET FOR THE CITY OF VESTAVIA HILLS, ALABAMA FOR THE FISCAL YEAR 2022-2023

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, at its regular meeting of September 12, 2022, adopted and approved Ordinance Number 3118 to adopt 90% of a General Fund budget, 90% of a Special Revenue Fund budget, 90% of a Capital Projects Fund budget and 90% of an Infrastructure and Community Spaces Fund budget for the fiscal year 2022-2023; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of aforesaid budgets for the fiscal year 2022-2023.

Total Budget Recap

	General	Special Revenue	Capital Projects	Infrastructure & Community Spaces
Total Budget Approved	\$58,129,346	\$4,238,824	\$6,917,234	\$4,146,779
Less 90% approved in Ord. 3118	\$52,316,411	\$3,814,942	\$6,225,511	\$3,732,101
Final 10% to be approved	\$ 5,812,935	\$ 423,882	\$ 691,723	\$ 414,678

BE IT ORDAINED, by the City Council of the City of Vestavia Hills, Alabama, that the final portion of the annual budget amounting to \$5,812,935 (general funds), \$423,882 (special funds), \$691,723 (capital projects funds) and \$414,678 (Infrastructure and Community Spaces Fund) for the fiscal year 2022-2023 is hereby adopted.

This Ordinance Number 3187 shall become effective upon adoption and approval and publishing/posting pursuant to Alabama law.

APPROVED and ADOPTED this the 14th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3187 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of August, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3118

AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AND AN INFRASTRUCTURE AND COMMUNITY SPACES PROJECT FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2022 UNTIL SEPTEMBER 30, 2023.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$58,129,346 including transfers out, to be effective for the period beginning October 1, 2022, through September 30, 2023; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$4,278,824 including transfers from the General Fund, to be effective for the period beginning October 1, 2022, through September 30, 2023; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$6,917,234 to be effective for the period beginning October 1, 2022, through September 30, 2023.

WHEREAS, the City Manager has prepared an “infrastructure and community spaces fund budget” for said period reflecting expenditures in the amount of \$4,146,779 to be effective for the period beginning October 1, 2022, through September 30, 2023.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$52,316,411, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2022-2023 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$3,814,942, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2022-2023 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$6,225,511, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2022-2023 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$3,732,101, of the “infrastructure and community spaces project fund budget” for the City of Vestavia Hills for fiscal year 2022-2023 upon the terms, conditions and provisions set forth below; and

WHEREAS, in an effort to establish a cash reserve for unanticipated self-insurance liability losses within the City of Vestavia Hills, a \$500,000 fund balance shall be established in the Insurance Reserve Fund 42. This shall be accomplished utilizing interfund transfers made at the discretion of the Vestavia Hills Finance Department.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$52,316,411, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$58,129,346 multiplied by 90% equals
\$52,316,411; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$3,814,942 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$4,238,824 multiplied by 90% equals
\$3,814,942; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby

approved and adopted to the extent of expenditures of \$6,225,511 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$6,917,234 multiplied by 90% equals
\$6,225,511; and

4. The “infrastructure and community spaces fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$3,732,101 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$4,146,779 multiplied by 90% equals
\$3,732,101; and

5. The City Manager is hereby authorized to expend the sum of \$52,316,411 from the General Fund, \$3,814,942 from the Special Revenue Fund, \$6,225,511 from the Capital Projects Fund, and \$3,732,101 from the Infrastructure and Community Spaces Fund for municipal expenses for the period beginning October 1, 2022, and ending September 30, 2023.

6. Copies of the budget outlines are attached hereto, marked as Exhibit “A” and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER ORDAINED, that each departmental total appropriation hereby approved by the City Council shall be utilized in all budget management activities. Departmental expenditures shall not be in excess of said departmental total appropriations without further approval of the City Council. However, line-item transfers within each department appropriation is expressly allowable upon budget adoption by the City Council with authorized approval by the City Manager upon presentation by the Department Head; and

This Ordinance shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 12th day of September, 2022.


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 # 3118 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 September, 2022, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the 27th day of September, 2022.


Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2023

REVENUE:	GENERAL	SPECIAL	CAPITAL	COMMUNITY SPACES	TOTAL
STATE REVENUE	221,372		345,000		566,372
COUNTY REVENUE	19,476,621				19,476,621
CITY REVENUE	37,371,053				39,624,868
PARKS & RECREATION	1,010,300			120,000	1,010,300
4 CENT GASOLINE TAX		217,000			217,000
5 CENT GASOLINE TAX		100,000			100,000
10 CENT GASOLINE TAX		220,320			220,320
7 CENT GASOLINE TAX		1,287,000			1,287,000
E-911 FUNDS		796,943			796,943
COURT & CORRECTIONS		622,000			622,000
LIBRARY STATE AID		29,313			29,313
LIBRARY BOOKS & DONATIONS		70,000			70,000
VEHICLE TAGS / ADMINISTRATION		193,244			193,244
TOTAL REVENUE	\$58,079,346	\$3,535,820	\$2,478,815	\$120,000	\$64,213,981

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2023**

<u>EXPENDITURES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>COMMUNITY SPACES</u>	<u>TOTAL</u>
NON DEPARTMENTAL	9,176,007		75,000	3,726,175	12,977,182
CITY COUNCIL	85,241				85,241
ADMINISTRATION & FINANCE	1,893,029		28,090		1,921,120
CITY CLERK	498,885		12,552		511,437
MUNICIPAL COMPLEX	292,609		12,000		304,609
INFORMATION SERVICES / TECHNOLOGY	783,538		135,664		919,202
POLICE	12,87,078		3,023,682		15,210,760
FIRE	11,572,393		1,358,587		13,330,980
BUILDING SAFETY & INSPECTIONS	735,919		24,906		760,895
PUBLIC SERVICES	5,777,755		1,910,170	420,604	7,808,529
PUBLIC LIBRARY	2,009,928		72,462		2,882,390
PARKS & LEISURE SERVICES	4,227,501	217,000	182,040		4,409,541
4 CENT GASOLINE TAX					217,000
5 CENT GASOLINE TAX		100,000			100,000
10 CENT GASOLINE TAX		220,320			220,320
7 CENT GASOLINE TAX		1,749,743			1,749,743
E-911 FUNDS		904,622			904,622
COURT & CORRECTIONS		751,582	32,080		786,662
LIBRARY STATE AID		29,313			29,313
LIBRARY BOOKS & DONATIONS		70,000			70,000
VEHICLE TAGS / ADMINISTRATION		193,244			193,244
SUB-TOTAL EXPENDITURES	\$50,139,952	\$4,238,824	\$5,867,234	\$4,146,779	\$65,392,789
TRANSFER-OUT:					
General Fund to Special Funds (07, 09, & 11)	703,004				\$703,004
General Fund to Capital Reserve Fund (sales tax %)	1,085,207				\$1,085,207
General Fund to Community Spaces Fund (sales tax %)	6,201,183				\$6,201,183
Capital/Confiscation to General Fund (policeman salary offset)			50,000		\$50,000
TOTAL - TRANSFER-OUT	\$7,989,394		50,000		\$8,039,394
TOTAL EXPENDITURES	\$58,129,346	\$4,238,824	\$6,917,234	\$4,146,779	\$73,432,183

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2023

<u>OTHER REVENUE SOURCES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>COMMUNITY SPACES</u>	<u>TOTAL</u>
TRANSFER-IN:					
From Capital/Confiscation (policeman salary offset)	\$50,000				50,000
From General Fund (fund 07, 09, & 11)		703,004			703,004
From General Fund (projected sales tax %)			1,085,207		1,085,207
From General Fund (projected sales tax %)				\$6,201,183	6,201,183
TOTAL - OTHER REVENUE SOURCES	\$50,000	\$703,004	\$1,085,207	\$6,201,183	\$8,039,394
REVENUE OVER / (UNDER) EXPENDITURES	\$0	\$0	(\$3,353,212)	\$2,174,404	(\$1,178,808)
USE OF RESERVES / FUND BALANCE	\$0	\$0	\$3,353,212	(\$2,174,404)	\$1,178,808
REPORT BALANCE	\$0	\$0	\$0	\$0	(\$0)



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

August 14, 2023

To: Jeff Downes, City Manager

Cc: Melvin Turner, III, Finance Director

From: Zach Clifton, Asst. Finance Director

RE: Public Hearing - Ordinance Number 3188 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2023 Until September 30, 2024 *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

WHEREAS, the City Manager has prepared and presented a "general fund budget" which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$66,418,485 including transfers out, to be effective for the period beginning October 1, 2023, through September 30, 2024; and

WHEREAS, the City Manager has prepared a "special fund budget" for said period reflecting anticipated expenditures in the amount of \$5,037,394 including transfers from the General Fund, to be effective for the period beginning October 1, 2023, through September 30, 2024; and

WHEREAS, the City Manager has prepared a "capital projects fund

budget” for said period reflecting expenditures in the amount of \$19,478,051 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, the City Manager has prepared an “infrastructure and community spaces fund budget” for said period reflecting expenditures in the amount of \$5,595,880 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, the City Manager has prepared a “debt service fund budget” for said period reflecting expenditures in the amount of \$7,427,018 to be effective for the period beginning October 1, 2023, through September 30, 2024.

Recommendation:

Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. Budget Ordinance
2. Exhibit 1 Budget Ordinance

ORDINANCE NUMBER 3188

AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AN INFRASTRUCTURE AND COMMUNITY SPACES PROJECT FUND, AND A DEBT SERVICE FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2023 UNTIL SEPTEMBER 30, 2024.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$66,418,485 including transfers out, to be effective for the period beginning October 1, 2023, through September 30, 2024; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$5,037,394 including transfers from the General Fund, to be effective for the period beginning October 1, 2023, through September 30, 2024; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$19,478,051 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, the City Manager has prepared an “infrastructure and community spaces fund budget” for said period reflecting expenditures in the amount of \$5,595,880 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, the City Manager has prepared a “debt service fund budget” for said period reflecting expenditures in the amount of \$7,427,018 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or

refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$59,776,637, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$4,533,655, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$17,530,246, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$5,036,292, of the “infrastructure and community spaces project fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$6,684,316, of the “debt service fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$59,776,637, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$66,418,485 multiplied by 90% equals
\$59,776,637; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$4,553,655 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$5,037,394 multiplied by 90% equals
\$4,533,655; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$17,530,246 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$19,478,051 multiplied by 90% equals
\$17,530,246; and

4. The “infrastructure and community spaces fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$5,036,292 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$5,595,880 multiplied by 90% equals
\$5,036,292; and

5. The “debt service fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$6,684,316 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$7,427,018 multiplied by 90% equals
\$6,684,316; and

6. The City Manager is hereby authorized to expend the sum of \$59,776,637 from the General Fund, \$4,533,655 from the Special Revenue Fund, \$17,530,655 from the Capital Projects Fund, \$5,036,292 from the Infrastructure and Community Spaces Fund, and \$6,684,316 from the Debt Service Fund for municipal expenses for the period beginning October 1, 2023, and ending September 30, 2024.

7. Copies of the budget outlines are attached hereto, marked as Exhibit “A” and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER ORDAINED, that each departmental total appropriation hereby approved by the City Council shall be utilized in all budget management activities.

Departmental expenditures shall not be in excess of said departmental total appropriations without further approval of the City Council. However, line-item transfers within each department appropriation is expressly allowable upon budget adoption by the City Council with authorized approval by the City Manager upon presentation by the Department Head; and

This Ordinance shall become effective immediately upon its approval and adoption and posting/publication as required by Alabama law.

APPROVED and ADOPTED this the 14th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3188 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, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2023**

REVENUES	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
Sales & Use Tax	\$ 29,594,052	\$ -	\$ -	\$ -	\$ -	\$ 29,594,052
Ad Valorem	20,916,979	-	-	-	-	20,916,979
Other Taxes	50,000	927,500	360,000	-	-	1,337,500
State Shared Revenue		926,000	-	-	-	926,000
Utility Franchise Fees	2,869,126	-	-	-	-	2,869,126
Licenses & Permits	6,686,251	90,000	-	-	-	6,776,251
Charges for Services	1,391,500	55,000	-	-	-	1,446,500
Fines & Forfeitures	390,000	657,000	-	-	-	1,047,000
Fees	57,111	919,623	-	-	-	976,734
Grants	1,149,424	288,572	11,296,000	-	-	12,733,996
Sale of Assets	15,000	-	205,587	-	-	220,587
Investment Earnings	662,762	34,100	132,000	260,000	57,378	1,146,240
Other Revenues	966,280	124,000	80,000	-	120,000	1,290,280
TOTAL REVENUES	\$ 64,748,485	\$ 4,021,795	\$ 12,073,587	\$ 260,000	\$ 177,378	\$ 81,281,245

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2023**

EXPENDITURES	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
City Wide	\$ 5,900,775	\$ -	\$ 20,156	\$ 280,000	\$ 7,427,018	\$ 13,627,949
City Council	89,393	-	-	-	-	89,393
Administration & Finance	2,117,606	226,578	34,879	-	-	2,379,063
Court & Corrections	-	858,770	54,645	-	-	913,415
City Clerk	600,157	-	12,680	-	-	612,837
Municipal Complex	395,674	-	-	-	-	395,674
Information Services	904,086	-	145,371	-	-	1,049,457
Police	14,375,875	-	2,833,353	-	-	17,209,228
Fire	13,352,154	937,813	3,017,409	-	-	17,307,376
Building Safety	873,443	-	79,263	-	-	952,706
Public Services	5,627,945	2,723,155	12,577,437	1,501,705	-	22,430,242
Library	3,014,519	291,078	269,762	-	-	3,575,359
Parks & Leisure Services	4,467,350	-	358,096	650,000	-	5,475,446
SUB-TOTAL EXPENDITURES	51,718,977	5,037,394	19,403,051	2,431,705	7,427,018	86,018,145
TRANSFERS OUT						
To Special Revenue	587,215	-	-	-	-	587,215
To Capital Projects	2,640,400	-	-	-	-	2,640,400
To Community Spaces	7,088,000	-	-	-	-	7,088,000
To Debt Service	4,313,893	-	-	3,164,175	-	7,478,068
To Non-budgeted Funds	70,000	-	-	-	-	70,000
To General Fund	-	-	75,000	-	-	75,000
TOTAL TRANSFERS OUT	14,699,508	-	75,000	3,164,175	-	17,938,683
TOTAL EXPENDITURES	\$ 66,418,485	\$ 5,037,394	\$ 19,478,051	\$ 5,595,880	\$ 7,427,018	\$ 103,956,828

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2023**

	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
OTHER REVENUE SOURCES						
TRANSFERS IN						
From Capital Projects	\$ 75,000	\$ -	\$ -	\$ -	\$ -	75,000
From General Fund	-	587,215	2,640,400	7,088,000	4,313,893	14,629,508
From Community Spaces	-	-	-	-	3,164,175	3,164,175
Debt Proceeds	195,000	-	2,045,106	-	-	2,240,106
TOTAL OTHER REVENUE SOURCES	270,000	587,215	4,685,506	7,088,000	7,478,068	20,108,789
REVENUE OVER / (UNDER) EXPENDITURES	(1,400,000)	(428,384)	(2,718,958)	1,752,120	228,428	(2,566,794)
USE OF RESERVES / FUND BALANCE	1,400,000	428,384	2,718,958	(1,752,120)	(228,428)	2,566,794
REPORT BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	-



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

August 14, 2023

To: Jeff Downes, City Manager

Cc: Melvin Turner, III, Finance Director

From: Zach Clifton, Asst. Finance Director

RE: Public Hearing - Resolution Number 5473 - A Resolution Authorizing An Increase In Salary And Wages And Adoption Of New Pay Plans For Employees *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

1. The City Council hereby approves a four-percent (4%) across-the-board increase in wages and salaries for all current employees not paid under the Public Safety Pay Plan; and
2. The City Council approves the market-based adjustment to the separate pay plan for public safety employees as described above; and
3. The City Council approves phase two of implementation of a separate pay plan for department heads and their assistants that will adjust their compensation rates to allow for the equivalent of a one-step merit increase as illustrated in exhibit two.

Said increases are effective October 1, 2023

Recommendation:

Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. Wage Increase Resolution
2. Exhibit 1
3. Exhibit 2

RESOLUTION NUMBER 5473

**AUTHORIZING AND APPROVING AN INCREASE
IN SALARY AND WAGES AND ADOPTION OF NEW
PAY PLANS FOR EMPLOYEES**

**THIS RESOLUTION WAS ADOPTED AND APPROVED BY THE CITY
COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA ON AUGUST 28,
2023.**

WITNESSETH THESE RECITALS

WHEREAS, the City Manager has proposed the budgets for fiscal year 2023-2024 year, along with expected surplus values, and has recommended a four-percent (4%) across-the-board increase of wages and salaries for all current employees effective October 1, 2023 with the exception of employees that are compensated based upon the City of Vestavia Hills Public Safety Pay Plan; and

WHEREAS, the City Manager, recognizing the critical need for public safety employee recruitment and retention, has recommended adoption of an amended public safety pay plan that includes market-based pay adjustments summarized in exhibit one and subject to implementation rule (b) included within said exhibit effective October 1, 2023; and

WHEREAS, the City Manager has further recommended adoption of phase two of an executive pay plan for department heads and their assistants effective October 1, 2023 which provides an increase equivalent to a one-step increase within their existing pay grade in recognition of their leadership of a growing City as most have reached a ceiling in their particular pay grade and said pay plan adjustments are included as exhibit two; and

WHEREAS, the Council, at its regularly scheduled meeting of August 28, 2023, feel it is in the best public interest to approve a four-percent (4%) across-the-board increase in wages and salaries for all applicable employees and further to adopt a market-based adjustment to the separate pay plan for public safety employees and those compensated based upon the executive pay plan

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

1. The City Council hereby approves a four-percent (4%) across-the-board increase in wages and salaries for all current employees not paid under the Public Safety Pay Plan; and
2. The City Council approves the market-based adjustment to the separate pay plan for public safety employees as described above; and
3. The City Council approves phase two of implementation of a separate pay plan for department heads and their assistants that will adjust their compensation rates to allow for the equivalent of a one-step merit increase as illustrated in exhibit two.
4. Said increases are effective October 1, 2023.

APPROVED and ADOPTED this the 28th day of August, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Personnel Board of Jefferson County

The Foundation of Your Merit System Career

November 15, 2022

Mayor/City Manager,

We were pleased to be able to meet with most of you regarding the market analysis of the public safety jobs that our Classification and Compensation Department recently completed. As you may recall, the results indicated that these jobs, in most cases, are 10% below the market average in terms of base salary. Internal consideration was given to the reporting hierarchy, job family, job relatedness, and premium pay when determining the grade changes. In order to allow cities and agencies to budget for the grade changes, the effective date of the change will be October 1, 2023.

Attached is a one-page summary indicating the current grade, new grade and grade changes for each affected job. This information was shared with you, if you were able to meet with us, and has been finalized with no changes to what was discussed. In addition, a copy of the newly revised Pay Plan is attached and was also discussed at our meeting. Section V (Pay Grades and Pay Grade Changes) of the 2022-2023 Salary Administration Guide & Pay Plan provides an Appointing Authority several options for employees in a job that is being upgraded:

- a) Maintain the existing rate of pay upon implementation – The grade change may be implemented with no change to an employee's rate of pay, noting that the grade will increase while the step will be adjusted to the rate of pay currently received. Under this option, the employee's merit date will change.
- b) Maintain the existing step – The grade change may be implemented with the employee moving to the new grade at the same step he or she holds at the time of implementation. Under this option, the employee's merit date will not change.
- c) Adjust the pay rate above the existing rate of pay but below the existing step – The grade change may be implemented with an increase to an employee's existing rate of pay but less than the rate of pay associated with maintaining the same step in the new grade. Under this option, the employee's merit date will not change.

We are asking that you communicate with us by August 1, 2023 and inform us of the implementation option you will use. We will contact you before then, to ensure that we have an appropriate employee list and are aware of any issues that you may have. Please do not hesitate to contact me or Kim Kinder if you need anything.

Sincerely,

Jeffrey Crenshaw, Ph.D.
Acting Personnel Director

cc: Kim Kinder
Greg Gravlee
Robert Groce



Public Safety Salary Analysis Summary Vestavia Hills

Job Info

Fire Jobs

Job Title	Current	New	Grade Change
Fire Chief III	34	36	2
Deputy Fire Chief	29	31	2
Fire Battalion Chief	26	28	2
Fire Captain	24	26	2
Fire Lieutenant	20	23	3
Fire Apparatus Operator	18	21	3
Firefighter Paramedic	19	21	2
Firefighter	17	19	2

Police Jobs

Job	Current	Proposed	Grade Change
Police Chief III	34	36	2
Police Captain	29	31	2
Police Lieutenant	24	26	2
Police Sergeant	20	23	3
Police Officer	17	19	2

Market Info

Salary grades and ranges are determined based on the average rates of pay so that wages remain competitive. Salary range data (minimum, midpoint and maximum) was collected from a combination of published surveys and websites. The data includes multiple cities and counties in the Southeast United States, including the metropolitan areas of Atlanta, Birmingham, Dallas, Miami, and Nashville. Internal consideration was given to the reporting hierarchy, job family, job relatedness, budget, and premium pay when determining grade changes.

Employee Info

A total of 3121 employees are in positions included in the salary range analysis project. Vestavia Hills has 209 employees in these positions.

CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2023

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
13	hourly	18.08	18.98	19.93	20.93	21.97	23.07	24.23	25.44	26.71	28.05	29.45	30.92	32.47
	bi-weekly	1,446.40	1,518.40	1,594.40	1,674.40	1,757.60	1,845.60	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
	semi-monthly	1,566.93	1,644.93	1,727.27	1,813.93	1,904.07	1,999.40	2,099.93	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07
	monthly	3,133.87	3,289.87	3,454.53	3,627.87	3,808.13	3,998.80	4,199.87	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
	annually	37,606.40	39,478.40	41,454.40	43,534.40	45,697.60	47,985.60	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
14	hourly	18.98	19.93	20.93	21.97	23.07	24.23	25.44	26.71	28.05	29.45	30.92	32.47	34.09
	bi-weekly	1,518.40	1,594.40	1,674.40	1,757.60	1,845.60	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20
	semi-monthly	1,644.93	1,727.27	1,813.93	1,904.07	1,999.40	2,099.93	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47
	monthly	3,289.87	3,454.53	3,627.87	3,808.13	3,998.80	4,199.87	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93
	annually	39,478.40	41,454.40	43,534.40	45,697.60	47,985.60	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20
15	hourly	19.93	20.93	21.97	23.07	24.23	25.44	26.71	28.05	29.45	30.92	32.47	34.09	35.79
	bi-weekly	1,594.40	1,674.40	1,757.60	1,845.60	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20
	semi-monthly	1,727.27	1,813.93	1,904.07	1,999.40	2,099.93	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80
	monthly	3,454.53	3,627.87	3,808.13	3,998.80	4,199.87	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60
	annually	41,454.40	43,534.40	45,697.60	47,985.60	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20
16	hourly	20.93	21.97	23.07	24.23	25.44	26.71	28.05	29.45	30.92	32.47	34.09	35.79	37.58
	bi-weekly	1,674.40	1,757.60	1,845.60	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40
	semi-monthly	1,813.93	1,904.07	1,999.40	2,099.93	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93
	monthly	3,627.87	3,808.13	3,998.80	4,199.87	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87
	annually	43,534.40	45,697.60	47,985.60	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40
17	hourly	21.97	23.07	24.23	25.44	26.71	28.05	29.45	30.92	32.47	34.09	35.79	37.58	39.46
	bi-weekly	1,757.60	1,845.60	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80
	semi-monthly	1,904.07	1,999.40	2,099.93	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87
	monthly	3,808.13	3,998.80	4,199.87	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73
	annually	45,697.60	47,985.60	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80
18	hourly	23.07	24.23	25.44	26.71	28.05	29.45	30.92	32.47	34.09	35.79	37.58	39.46	41.44
	bi-weekly	1,845.60	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20
	semi-monthly	1,999.40	2,099.93	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47
	monthly	3,998.80	4,199.87	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93
	annually	47,985.60	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20
19	hourly	24.23	25.44	26.71	28.05	29.45	30.92	32.47	34.09	35.79	37.58	39.46	41.44	43.51
	bi-weekly	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80
	semi-monthly	2,099.93	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87
	monthly	4,199.87	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73
	annually	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80
20	hourly	25.44	26.71	28.05	29.45	30.92	32.47	34.09	35.79	37.58	39.46	41.44	43.51	45.68
	bi-weekly	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40
	semi-monthly	2,204.80	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93
	monthly	4,409.60	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87
	annually	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40

**CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2023**

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
21	hourly	26.71	28.05	29.45	30.92	32.47	34.09	35.79	37.58	39.46	41.44	43.51	45.68	47.97
	bi-weekly	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60
	semi-monthly	2,314.87	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40
	monthly	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80
	annually	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60
22	hourly	28.05	29.45	30.92	32.47	34.09	35.79	37.58	39.46	41.44	43.51	45.68	47.97	50.37
	bi-weekly	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60
	semi-monthly	2,431.00	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40
	monthly	4,862.00	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80
	annually	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60
23	hourly	29.45	30.92	32.47	34.09	35.79	37.58	39.46	41.44	43.51	45.68	47.97	50.37	52.88
	bi-weekly	2,356.00	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40
	semi-monthly	2,552.33	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93
	monthly	5,104.67	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87
	annually	61,256.00	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40
24	hourly	30.92	32.47	34.09	35.79	37.58	39.46	41.44	43.51	45.68	47.97	50.37	52.88	55.53
	bi-weekly	2,473.60	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40
	semi-monthly	2,679.73	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60
	monthly	5,359.47	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20
	annually	64,313.60	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40
25	hourly	32.47	34.09	35.79	37.58	39.46	41.44	43.51	45.68	47.97	50.37	52.88	55.53	58.30
	bi-weekly	2,597.60	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00
	semi-monthly	2,814.07	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67
	monthly	5,628.13	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33
	annually	67,537.60	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00
26	hourly	34.09	35.79	37.58	39.46	41.44	43.51	45.68	47.97	50.37	52.88	55.53	58.30	61.22
	bi-weekly	2,727.20	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60
	semi-monthly	2,954.47	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73
	monthly	5,908.93	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47
	annually	70,907.20	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60
27	hourly	35.79	37.58	39.46	41.44	43.51	45.68	47.97	50.37	52.88	55.53	58.30	61.22	64.28
	bi-weekly	2,863.20	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40
	semi-monthly	3,101.80	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93
	monthly	6,203.60	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87
	annually	74,443.20	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40
28	hourly	37.58	39.46	41.44	43.51	45.68	47.97	50.37	52.88	55.53	58.30	61.22	64.28	67.49
	bi-weekly	3,006.40	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20
	semi-monthly	3,256.93	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13
	monthly	6,513.87	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27
	annually	78,166.40	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20

**CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2023**

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
29	hourly	39.46	41.44	43.51	45.68	47.97	50.37	52.88	55.53	58.30	61.22	64.28	67.49	70.87
	bi-weekly	3,156.80	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60
	semi-monthly	3,419.87	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07
	monthly	6,839.73	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13
	annually	82,076.80	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60
30	hourly	41.44	43.51	45.68	47.97	50.37	52.88	55.53	58.30	61.22	64.28	67.49	70.87	74.41
	bi-weekly	3,315.20	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80
	semi-monthly	3,591.47	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87
	monthly	7,182.93	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73
	annually	86,195.20	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80
31	hourly	43.51	45.68	47.97	50.37	52.88	55.53	58.30	61.22	64.28	67.49	70.87	74.41	78.13
	bi-weekly	3,480.80	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40
	semi-monthly	3,770.87	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27
	monthly	7,541.73	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53
	annually	90,500.80	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40
32	hourly	45.68	47.97	50.37	52.88	55.53	58.30	61.22	64.28	67.49	70.87	74.41	78.13	82.04
	bi-weekly	3,654.40	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20
	semi-monthly	3,958.93	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13
	monthly	7,917.87	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27
	annually	95,014.40	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20
33	hourly	47.97	50.37	52.88	55.53	58.30	61.22	64.28	67.49	70.87	74.41	78.13	82.04	86.14
	bi-weekly	3,837.60	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20
	semi-monthly	4,157.40	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47
	monthly	8,314.80	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93
	annually	99,777.60	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20
34	hourly	50.37	52.88	55.53	58.30	61.22	64.28	67.49	70.87	74.41	78.13	82.04	86.14	90.45
	bi-weekly	4,029.60	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00
	semi-monthly	4,365.40	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00
	monthly	8,730.80	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00
	annually	104,769.60	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00
35	hourly	52.88	55.53	58.30	61.22	64.28	67.49	70.87	74.41	78.13	82.04	86.14	90.45	94.97
	bi-weekly	4,230.40	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60
	semi-monthly	4,582.93	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73
	monthly	9,165.87	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47
	annually	109,990.40	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60
36	hourly	55.53	58.30	61.22	64.28	67.49	70.87	74.41	78.13	82.04	86.14	90.45	94.97	99.72
	bi-weekly	4,442.40	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60
	semi-monthly	4,812.60	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40
	monthly	9,625.20	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80
	annually	115,502.40	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60

**CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2023**

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
37	hourly	58.30	61.22	64.28	67.49	70.87	74.41	78.13	82.04	86.14	90.45	94.97	99.72	104.71
	bi-weekly	4,664.00	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80
	semi-monthly	5,052.67	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87
	monthly	10,105.33	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73
	annually	121,264.00	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80
38	hourly	61.22	64.28	67.49	70.87	74.41	78.13	82.04	86.14	90.45	94.97	99.72	104.71	109.94
	bi-weekly	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20
	semi-monthly	5,305.73	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13
	monthly	10,611.47	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27
	annually	127,337.60	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20
39	hourly	64.28	67.49	70.87	74.41	78.13	82.04	86.14	90.45	94.97	99.72	104.71	109.94	115.44
	bi-weekly	5,142.40	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20
	semi-monthly	5,570.93	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80
	monthly	11,141.87	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60
	annually	133,702.40	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20
40	hourly	67.49	70.87	74.41	78.13	82.04	86.14	90.45	94.97	99.72	104.71	109.94	115.44	121.21
	bi-weekly	5,399.20	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80
	semi-monthly	5,849.13	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87
	monthly	11,698.27	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73
	annually	140,379.20	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80
41	hourly	70.87	74.41	78.13	82.04	86.14	90.45	94.97	99.72	104.71	109.94	115.44	121.21	127.27
	bi-weekly	5,669.60	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60
	semi-monthly	6,142.07	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07
	monthly	12,284.13	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13
	annually	147,409.60	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60
42	hourly	74.41	78.13	82.04	86.14	90.45	94.97	99.72	104.71	109.94	115.44	121.21	127.27	133.63
	bi-weekly	5,952.80	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60	10,690.40
	semi-monthly	6,448.87	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07	11,581.27
	monthly	12,897.73	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13	23,162.53
	annually	154,772.80	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60	277,950.40
43	hourly	78.13	82.04	86.14	90.45	94.97	99.72	104.71	109.94	115.44	121.21	127.27	133.63	140.32
	bi-weekly	6,250.40	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60	10,690.40	11,225.60
	semi-monthly	6,771.27	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07	11,581.27	12,161.07
	monthly	13,542.53	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13	23,162.53	24,322.13
	annually	162,510.40	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60	277,950.40	291,865.60
44	hourly	82.04	86.14	90.45	94.97	99.72	104.71	109.94	115.44	121.21	127.27	133.63	140.32	147.33
	bi-weekly	6,563.20	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60	10,690.40	11,225.60	11,786.40
	semi-monthly	7,110.13	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07	11,581.27	12,161.07	12,768.60
	monthly	14,220.27	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13	23,162.53	24,322.13	25,537.20
	annually	170,643.20	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60	277,950.40	291,865.60	306,446.40

**CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2023**

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
45	hourly	86.14	90.45	94.97	99.72	104.71	109.94	115.44	121.21	127.27	133.63	140.32	147.33	154.70
	bi-weekly	6,891.20	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60	10,690.40	11,225.60	11,786.40	12,376.00
	semi-monthly	7,465.47	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07	11,581.27	12,161.07	12,768.60	13,407.33
	monthly	14,930.93	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13	23,162.53	24,322.13	25,537.20	26,814.67
	annually	179,171.20	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60	277,950.40	291,865.60	306,446.40	321,776.00
46	hourly	90.45	94.97	99.72	104.71	109.94	115.44	121.21	127.27	133.63	140.32	147.33	154.70	162.43
	bi-weekly	7,236.00	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60	10,690.40	11,225.60	11,786.40	12,376.00	12,994.40
	semi-monthly	7,839.00	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07	11,581.27	12,161.07	12,768.60	13,407.33	14,077.27
	monthly	15,678.00	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13	23,162.53	24,322.13	25,537.20	26,814.67	28,154.53
	annually	188,136.00	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60	277,950.40	291,865.60	306,446.40	321,776.00	337,854.40
47	hourly	94.97	99.72	104.71	109.94	115.44	121.21	127.27	133.63	140.32	147.33	154.70	162.43	170.56
	bi-weekly	7,597.60	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60	10,690.40	11,225.60	11,786.40	12,376.00	12,994.40	13,644.80
	semi-monthly	8,230.73	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07	11,581.27	12,161.07	12,768.60	13,407.33	14,077.27	14,781.87
	monthly	16,461.47	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13	23,162.53	24,322.13	25,537.20	26,814.67	28,154.53	29,563.73
	annually	197,537.60	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60	277,950.40	291,865.60	306,446.40	321,776.00	337,854.40	354,764.80
48	hourly	99.72	104.71	109.94	115.44	121.21	127.27	133.63	140.32	147.33	154.70	162.43	170.56	179.09
	bi-weekly	7,977.60	8,376.80	8,795.20	9,235.20	9,696.80	10,181.60	10,690.40	11,225.60	11,786.40	12,376.00	12,994.40	13,644.80	14,327.04
	semi-monthly	8,642.40	9,074.87	9,528.13	10,004.80	10,504.87	11,030.07	11,581.27	12,161.07	12,768.60	13,407.33	14,077.27	14,781.87	15,520.96
	monthly	17,284.80	18,149.73	19,056.27	20,009.60	21,009.73	22,060.13	23,162.53	24,322.13	25,537.20	26,814.67	28,154.53	29,563.73	31,041.92
	annually	207,417.60	217,796.80	228,675.20	240,115.20	252,116.80	264,721.60	277,950.40	291,865.60	306,446.40	321,776.00	337,854.40	354,764.80	372,503.04



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

August 14, 2023

To: Jeff Downes, City Manager

Cc:

From:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None