



**Vestavia Hills  
City Council Agenda  
October 27, 2025  
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
  - 1 Certificates of Recognition for State Masters Game Participants - Mayor Curry
  - 2 Upcoming Vacancy on the Vestavia Hills Parks and Recreation Board; Deadline for application is Monday, November 10, 2025; an appointment will be announced at the first meeting in December. Applications may be found on the City's website under "online services"
  - 3 Upcoming Vacancy on the Vestavia Hills Library Board; Deadline for application is Monday, November 10, 2025; an appointment will be announced at the first meeting in December. Applications may be found on the City's website under "online services"
7. Special Recognition - George Pierce, Council Member, Place Number 4
8. Special Recognition - Paul Head, Council Member, Place Number 3
9. City Manager's Report
10. Councilors' Reports
11. Approval Of Minutes - October 13, 2025 regular meeting minutes

**Old Business (Public Hearing)**

12. Public Hearing - Resolution Number 5585 - A Resolution vacating a portion of an alley adjacent to 929 Oaklawn Drive and 920 Granbury Road; Chris Burkhalter, owner
13. Public Hearing - Resolution Number 5586 - A Resolution determining the value of right-of-way vacated by Resolution Number 5585
14. Public Hearing - Ordinance Number 3299 - An Ordinance accepting a grant from the Alabama Department of Economic and Community Affairs (ADECA) through the Federal Highway Recreational Trails Program for trail improvements at Altadena Valley Park and Authorizing the Mayor and City Manager to Execute any and all documents necessary to secure said grant.

**New Business**

15. Public Hearing - Resolution Number 5600 - A Resolution approving the transfer of an alcohol license to Spice Zen Vestavia LLC., d/b/a The Local, located at 633 Montgomery Hwy, Vestavia Hills, Alabama, for on-premise sale of 020 - Restaurant Retail Liquor; Pallavia Sunkavalli and Kanti Kiran Sunkavalli, Executives.
16. Resolution Number 5601 - A Resolution to declare certain personal property as surplus and authorize the City Manager to sell/dispose of said property.

**New Business Requesting Unanimous Consent (Public Hearing)****First Reading (No Action To Be Taken At This Meeting)**

17. Citizens Comments
18. Time Of Adjournment

## **PUBLIC HEARING PROCEDURES**

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

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

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

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

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

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

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



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

**1. Call to Order**

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

**2. Roll Call**

Roll call was as follows:

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

**MEMBERS ABSENT:** City Councilor Kimberly Cook

**OTHER OFFICIALS PRESENT:** Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Umang Patel, Court Director/Acting Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Lori Beth Kearley, Public Works Director, Ethan Fisher, City Engineer; Daniel Tackett, Director of Library in the Forest; Marvin Green, Fire Chief; Ryan Farrell, Deputy Fire Chief; Jamie Lee, Director of Parks and Leisure Services\*;

\*Remote attendance

**3. Invocation - Melvin Turner III, Vestavia Hills Finance Director**

**4. Pledge Of Allegiance**

**5. Approval Of The Agenda**

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

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

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Paul Head, George

Pierce.

No: None. Abstain: None. Motion passed.

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

- Mr. Pierce welcomed Vestavia Hills Chamber of Commerce board members Roger Jackson and Mark Macoy
- Mayor Curry introduced Mary Beth Thomas from the Prescott House. Ms. Beth spoke about the various services the Prescott House provides, along with child victim advocacy. Ms. Thomas also provided an Invitation to the Prescott House open house scheduled for November 23, 2025, 3:30 - 5:30.

Mr. Head stated the Vestavia Hill Parks and Recreation board meeting will be held on Tuesday, October 21, 2025, at 7:30am at the Vestavia Hills Civic Center.

### **1 Announcement of an upcoming vacancy on the Vestavia Hills Library Board. Applications will open on October 14, 2025. The deadline for application is Monday, November 10, 2025, at 5:00 PM local time. Applications are taken through "online services" on the City's website.**

Mayor Curry announced an upcoming vacancy on the Vestavia Hills Library Board. Applications will open on October 14, 2025. The deadline for applications is Monday, November 10, 2025, at 5:00 pm local time. Applications are taken through "online services" on the City's Website.

### **2 Announcement of an upcoming vacancy on the Vestavia Hills Parks and Recreation Board. Applications will open on October 14, 2025. The deadline for application is Monday, November 10, 2025, at 5:00 PM local time. Applications are taken through "online services" on the City's website.**

Mayor Curry announced an upcoming vacancy on the Vestavia Hills Parks and Recreation Board. Applications will open on October 14, 2025. The deadline for applications is Monday, November 10, 2025, at 5:00 pm local time. Applications are taken through "online services" on the City's Website.

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

No report.

## **8. Councilors' Reports**

- Mr. Pierce stated he will be attending the Vestavia Hills Chamber of Commerce luncheon tomorrow, Tuesday, October 14, 2025, at 11:30 am at the Vestavia Country Club. The keynote speaker will be Mayor Curry, who will be presenting on the State of the City.
- Mr. Pierce stated he would be attending the Vestavia Hills Chamber of Commerce board meeting tomorrow.
- Mr. Pierce stated that the 4th annual Haunt the Hills celebration will be this Thursday, October 17, 2025, beginning at 4:00 pm at the grand lawn located at Wald Park.
- Mayor Curry echoed, presenting the State of the City presentation at the Vestavia Country Club. Mayor Curry stated the presentation will include the history of Vestavia Hills.

**9. Approval Of Minutes - September 22, 2025 regular meeting minutes, September 29, 2025 special meeting minutes and September 29, 2025 special work session minutes**

The Mayor announced that the minutes of the September 22, 2025, regular meeting, September 29, 2025, special meeting, and the September 29, 2025, special work session minutes are being presented for approval.

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

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

No: None. Abstain: None. Motion passed.

**10. Proclamation - October 2025 as Down Syndrome Awareness Month**

The Mayor presented a proclamation declaring October 2025 as "Down Syndrome Awareness Month". Mr. Downes read the Proclamation aloud, and the Mayor presented it to Catherine Gorham. Missy Haughery, Executive Director for Down Syndrome Alabama, stated her appreciation for the proclamation and the ability to be seen and continue the progress that has been achieved thus far.

**Old Business (Public Hearing)**

**11. Public Hearing - Ordinance Number 3296 - An Ordinance Accepting a Bid for the City of Vestavia Hills Highway 31 Gateway Sign and Authorizing the Mayor and City Manager to execute any and all agreements for said project**

**MOTION:** Motion to approve Ordinance Number 3296 as presented. Motion By: Rusty Weaver. Seconded By: George Pierce.

Mr. Downes stated Ordinance 3296 is consistent with the City's master plan. There is a comprehensive project that's geared up to improve our gateway on the southern end of 31. There have been several public meetings to discuss the project, with the last one being a special-called work session on Monday, September 29, 2025, that lasted an hour, discussing all the project details. The project consists of a retaining wall for future development, drainage improvements, the cross section of Hwy 31 with landscaping and signage. For the project to move forward to address changes such as blending the replica temple with new signage, approval would be required. Gillespie Construction LLC. was the low bidder at \$1,175,886. The bid came in lower than the 1.3 million originally budgeted. The replica Temple will not be taken down but will be enhanced.

Mr. Pierce asked about the funding source of the project.

Mr. Downes stated the funding was approved in the FY26 budget and, in the long term, will be offset by the sale of the old Days Inn property.

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

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

**12. Public Hearing - Ordinance Number 3290 - Pre-zoning - 2560 Rocky Ridge Road; Rezone from Jefferson County C-P (commercial preferred) to Vestavia Hills R-9 (planned residential) for construction of eight (8) single family residences; Hartbrook Development, owner; Brandon Hays, representing**

**MOTION:** Motion to approve Ordinance Number 3290 as presented. Motion By: Rusty Weaver. Seconded By: George Pierce.

Mr. Weaver stated to the Planning and Zoning Commission for the Regular August 2025 meeting and was unanimously recommended for approval. The property sits south of Warren Lane and is currently zoned commercial preferred in Jefferson County. The proposal includes eight small single detached homes with an estimated square footage between 2,200 and 2,400.

The Mayor opened the floor for a public hearing.

Citizens speaking against Ordinance Number 3290:

Jay Simonetti - 1653 Warrens Lane;  
Karen Simonetti - 1653 Warrens Lane;  
Davor Luketic - 1669 Warrens Lane;  
Carol Hamer - 1683 Warrens Lane.

A representative from the Samford group was present, Josh Mura.

Issues discussed included:

- Drainage;
- Landscaping;
- orientation of the new development;
- increasing the grading by 2-6 feet in certain areas to take the property out of the flood plane.

It was noted that every council member stated that they had personally visited the location prior to the Council meeting.

Ethan Fisher, City Engineer, stated that an R9 development requires a full set of engineered plans. Jefferson County has approved the potential traffic impact because Rocky Ridge Road is a County road.

Mr. Pierce noted a local meeting between the developer and the impacted neighborhood. Primary issues raised were the landscape buffer, the orientation of the project, and construction activity.

The Mayor closed the public hearing and called for the question.

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

**13. Public Hearing - Ordinance Number 3291 - Annexation - 90-day final - 2560 Rocky Ridge Road; Hartbrook Development, Brandon Hays, representing**

**MOTION:** Approve Ordinance Number 3291 as presented. Motion By: Rusty Weaver. Seconded By: George Pierce.

Mr. Pierce stated that this is the final 90-day annexation of the property just rezoned. Mr. Pierce stated there are no concerns or opposition to the annexation since it has been pre-zoned.

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

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

No: None. Abstain: None. Motion passed.

**New Business**

**14. Resolution 5598 - A Resolution to declare certain personal property as surplus and authorize the City Manager to sell/dispose of said property**

**MOTION:** Motion to approve Resolution Number 5598 as presented. Motion By: Rusty Weaver. Seconded By: Paul Head.

Mr. Downes stated that the property is obsolete computer equipment set to be replaced.

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

**15. Ordinance Number 3298 - An Ordinance Accepting a Proposal for Architectural Services to Design a Pool Heater and Renovations/Additions to the Alberto Zaragoza Fire Station #4 and Authorizing the Mayor and City Manager to execute any and all agreements for these design services**

**MOTION:** Approve Ordinance Number 3298 as presented. Motion By: Rusty Weaver. Seconded By: Paul Head.

Mr. Pierce asked the timeline. Mr. Downes stated the project is anticipated to be completed by May of 2026, but there is a long lead time to obtain the pool heaters. The gas connections will be provided by Spire.

Although not finalized, the primary plan is to offer various pool membership levels to cater to citizens use of the pool.

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

No: None. Abstain: None. Motion passed.

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

**MOTION:** Approval for Unanimous Consent for the immediate consideration and action on Ordinance Number 3297. Motion By: Rusty Weaver. Seconded By: Paul Head.

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

No: None. Abstain: None. Motion passed.

**16. Public Hearing - Ordinance Number 3297 - An Ordinance Accepting a SAFER (Staffing for Adequate Fire and Emergency Response) Grant from FEMA that will Fund the Employment of 12 Firefighters and Authorizing the Mayor and City Manager to Execute Any and All Agreements for the Grant Acceptance**

**MOTION:** Approve Ordinance Number 3297 as presented. Motion By: Rusty Weaver. Seconded By: George Pierce.

Mr. Pierce asked when the positions would be available. Chief Green stated the positions would not be filled until March 2025.

The Mayor opened the floor for a public hearing.

Donald Harwell asked about the length of time for the funds provided.

Mr. Downes stated that it is a three-year award covering 75% of costs for the first two years and 35% for the third year. The total grant awarded is \$1,576,399.

The Mayor closed the public hearing and called for the question.

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

No: None. Abstain: None. Motion passed.

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

**17. Public Hearing - Resolution Number 5585 - A Resolution vacating a portion of an alley adjacent to 929 Oaklawn Drive and 920 Granbury Road; Chris Burkhalter, owner (*public hearing scheduled for October 27, 2025; 30 day notice given pursuant to Alabama law*)**

**18. Resolution Number 5586 - A Resolution determining the value of right-of-way vacated by Resolution Number 5585 (*public hearing scheduled for October 27, 2025; notice given pursuant to Alabama law*)**

**19. Public Hearing - Ordinance Number 3299 - An Ordinance accepting a grant from the Alabama Department of Economic and Community Affairs (ADECA) through the Federal Highway Recreational Trails Program for trail improvements at Altadena Valley Park and Authorizing the Mayor and City Manager to Execute any and all documents necessary to secure said grant.**

**20. Citizens Comments**

None

**21. Time Of Adjournment**

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 7:51 p.m.

Ashley C. Curry, Mayor

ATTESTED BY:

Umang Patel, Acting Clerk



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

**October 27, 2025**

**To:** Jeff Downes, City Manager

**From:** Rebecca Leavings, City Clerk

**Cc:** Lori Beth Kearley, Public Services Director  
Ethan Fisher, City Engineer

**RE:** Public Hearing - Resolution Number 5585 - A Resolution vacating a portion of an alley adjacent to 929 Oaklawn Drive and 920 Granbury Road; Chris Burkhalter, owner

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**Background:**

The property owner owns property on both sides of alley. One property is 150' wide and the other is 100' wide. A small unimproved alley traverses and divides the properties. Owner desires to construct a new home on the consolidated property once resurveyed into a single lot and has requested vacation of the alley. All utilities have released the alley and powerlines have been redirected into an easement back to the roadway by Alabama Power at the owners' expense. This request will be followed by a resurvey to establish the new power easement and combine all the properties into a single lot.

**Recommendation:**

Engineering has reviewed this request and approved it.

**Fiscal Impact:**

na

**Attachments:**

1. Resolution 5585

**RESOLUTION NUMBER 5585**

**A RESOLUTION APPROVING AND ASSENTING TO  
A DECLARATION OF VACATION**

**WITNESSETH THESE RECITALS**

**WHEREAS**, A Declaration signed by the owners of all the lands abutting the following described portion of alley right-of-way situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said portion of alley right-of-way, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

**WHEREAS**, a copy of said Declaration with map attached is marked as "Exhibit A", attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

**WHEREAS**, the portion of alley right-of-way above referred to is commonly referred to as "a portion of alley right-of-way" and is more particularly described as follows:

Description Of Partial Vacation Of Alley:

Beginning At The Southwest Corner Of Lot 13-A of a Resurvey of Lots 13 And 14, Block 5, South Birmingham Heights, As Recorded In Map Book: 68, Page 21, In The Office Of The Judge Of Probate Jefferson County, Alabama, Said Point Being A Found 1 1/2" Open Top Pipe On The Easterly Right Of Way Of An Alley; Thence Run N 01 ° 08'48" W Along Said Eastern Alley Right Of Way For A Distance Of 100.14 Feet To A Found 3/4" Crimp Pipe; Thence Run N 86 ° 38'35" W For A Distance Of 14.89 Feet To A Found 3/4" Crimp Pipe On The Western Right Of Way Of Said Alley; Thence Continue Along Said Western Alley Right Of Way, Runs 01 ° 06'31" E For A Distance Of 100.00 Feet To A Found 1 1/2" Capped Rebar Stamped "Weygand Ca 50309"; Thence Leaving Said Western Alley Right Of Way, Run 86 ° 07'43" E For A Distance Of 14.97 Feet To The Point Of Beginning. Said Parcel Being 0.03 Acres, More Or Less

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**, that the vacation of the hereinabove described portion of alley right-of-way is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

**RESOLVED, DONE AND ORDERED**, on this the 27<sup>th</sup> day of October,  
2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

#### **CERTIFICATION**

I, the undersigned qualified acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 27<sup>th</sup> day of October, 2025, and that such Resolution is of record in the Minute Book of the City at page \_\_\_\_\_ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Rebecca Leavings  
City Clerk

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**SURVEY CONTROL:**

THE BASIS OF BEARINGS SHOWN ON THIS SURVEY ARE BASED ON ALABAMA STATE PLANE WEST ZONE, GRID NORTH, NAD 83(2011), AND THE VERTICAL DATUM IS NAVD 88 (GEOID 18). ELEVATION AND POSITION WERE OBTAINED FROM R.T.K. OBSERVATION USING THE ALDOT CORS NETWORK AS CONTROL.

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 86°07'43" E | 14.97'   |
| L2   | N 86°38'35" W | 14.89'   |

Lot 12-A,  
A RESURVEY OF LOT 12 BLOCK 5  
SOUTH BHAM HEIGHTS & A  
RESURVEY OF LOT 11A ACCORDING  
TO A RESURVEY OF LOTS 10 & 11  
BLOCK 5 SOUTH BHAM HEIGHTS  
SURVEY,  
MB: 91, PG: 99

LOT 17-A  
WARRENS RESURVEY  
OF BHAM HEIGHTS  
MB: 262 PG: 74

LOT 13-A  
RESURVEY OF LOTS 13 & 14 BLOCK 5,  
SOUTH BIRMINGHAM HEIGHTS  
MB: 68 PG: 21

ALLEY VACATED BY RESOLUTION  
NO. \_\_\_\_\_  
DECLARATION OF VACATION  
RECORDED IN INSTRUMENT

SUBJECT TO CONDITIONS AND  
RESERVATIONS FOR THE BENEFIT OF  
OWNERS AND OPERATORS OF PUBLIC  
UTILITIES AND INSTALLATIONS.

FOUND 1/2" CAPPED REBAR  
"WEYGAND CAS0309"

P.O.B.

FND 1/2" OPENTOP

149.84'

N 86°39'11" W

FND 3/4" CRIMP

**GEORGIA AVENUE**  
(60' RIGHT-OF-WAY)



# City of Vestavia Hills

## CITY CLERK/PLANNING AND ZONING DEPARTMENT

1032 Montgomery Highway  
Vestavia Hills, AL 35216



### **DECLARATION OF VACATION OF PUBLIC RIGHT-OF-WAY**

#### **STATE OF ALABAMA JEFFERSON COUNTY**

We, the undersigned, constituting all of the owners of all property abutting 920 Granbury Road alley between 929 Oak Lawn Drive as same appears on the Plat of We will be applying for the resurvey record map after the vacation of this alley our clients own both 920 Granbury Road and 929 Oak Lawn Drive, which Plat is recorded in Plat Book 7, at Page 41, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said 920 Granbury Road alley between 929 Oak Lawn Drive as the same appears of record on the Plat to be vacated, and said 920 Granbury Road alley between 929 Oak Lawn Drive is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of 920 Granbury Road alley between 929 Oak Lawn Drive is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.
2. It is in the best public interest that 920 Granbury Road alley between 929 Oak Lawn Drive be closed and vacated.
3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.
4. Said 920 Granbury Road alley between 929 Oak Lawn Drive is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at Georgia Ave . A copy of the map reflecting the location of 920 Granbury Road alley between 929 Oak Lawn Drive is attached hereto and incorporated into this Declaration of Vacation as a part hereof.
5. The street address and legal descriptions of all property abutting 920 Granbury Road alley between 929 Oak Lawn Drive and the names and addresses of the owner of said abutting properties are as follows:

A. Owner's Name: Chris Burkhalter

Street Address/Legal Description: 929 Oak Lawn Dr ; LOTS 15 THRU 17 BLK 5 SOUTH BHAM HEIGHTS LAND CO

B. Owner's Name: Chris Burkhalter

Street Address/Legal Description: 920 Granbury Road; LOT 13-A RESUR OF LOTS 13 & 14 BLK 5 SOUTH BHAM HEIGHTS

C. Owner's Name:

Street Address/Legal Description: ;

C. Owner's Name:

Street Address/Legal Description: ;

6. All of the undersigned do hereby declare 920 Granbury Road alley between 929 Oak Lawn Drive to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of 920 Granbury Road alley between 929 Oak Lawn Drive.

SIGNATURES ATTACHED.



**City of Vestavia Hills**  
**Office of the City Clerk**

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

I do hereby declare that the following statements are correct concerning the subject property located at: 929 Oaklawn Drive, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply)*.

\_\_\_ the Property Owner and representing myself in said request.

☒ the Property Owner, but I am authorizing a Representing Agent by the name of: Thomas Dreher Cweygard LLC to represent me in the following request:

And am requesting: (please check)

\_\_\_ Rezoning Request  
\_\_\_ Preliminary Plat Approval  
\_\_\_ Final Plat Approval  
\_\_\_ Conditional Use Approval

\_\_\_ Request for Variance  
☒ Special Exception  
\_\_\_ Design Review Approval

Signed:

Elisha Burkhalter  
Owner Signature/Date  
Elisha Burkhalter (Property Owner)

STATE OF ALABAMA

COUNTY OF Clay

Given under my hand and seal

this 20<sup>th</sup> day of February, 2025

Dena Maxwell

Notary Public



My commission expires 27<sup>th</sup> day of November, 2025



**City of Vestavia Hills**  
**Office of the City Clerk**

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

I do hereby declare that the following statements are correct concerning the subject property located at: ~~920 Oaklawn Drive~~ 929 Oaklawn Drive, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: (please check all that apply).

☐ the Property Owner and representing myself in said request.

☒ the Property Owner, but I am authorizing a Representing Agent by the name of: Thomas Dreher (Weigand LLC) to represent me in the following request:

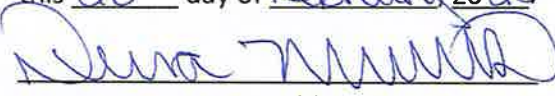
And am requesting: (please check)

☐ Rezoning Request  
☐ Preliminary Plat Approval  
☐ Final Plat Approval  
☐ Conditional Use Approval

☐ Request for Variance  
☒ Special Exception  
☐ Design Review Approval

Signed:  2/20/2025  
Owner Signature/Date  
Christopher Burkhalter (Property Owner)

STATE OF ALABAMA  
COUNTY OF Alabama

Given under my hand and seal  
this 20<sup>th</sup> day of February, 2025  
  
Notary Public



My commission expires 27<sup>th</sup> day of November, 2028.

## JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS - PRESIDENT  
LASHUNDA SCALES  
SHEILA TYSON  
MIKE BOLIN  
T. JOE KNIGHT

## CAL MARKERT

CHIEF EXECUTIVE OFFICER

ENVIRONMENTAL SERVICES DEPARTMENT  
Suite A300  
716 Richard Arrington, Jr. Blvd. N  
Birmingham, Alabama 35203  
Telephone (205) 325-5496  
FAX (205) 325-5981

## MEMORANDUM

TO: Kelly Watson  
Chief Land Acquisition Agent

FROM: David Denard, Director *DD*  
Environmental Services Department

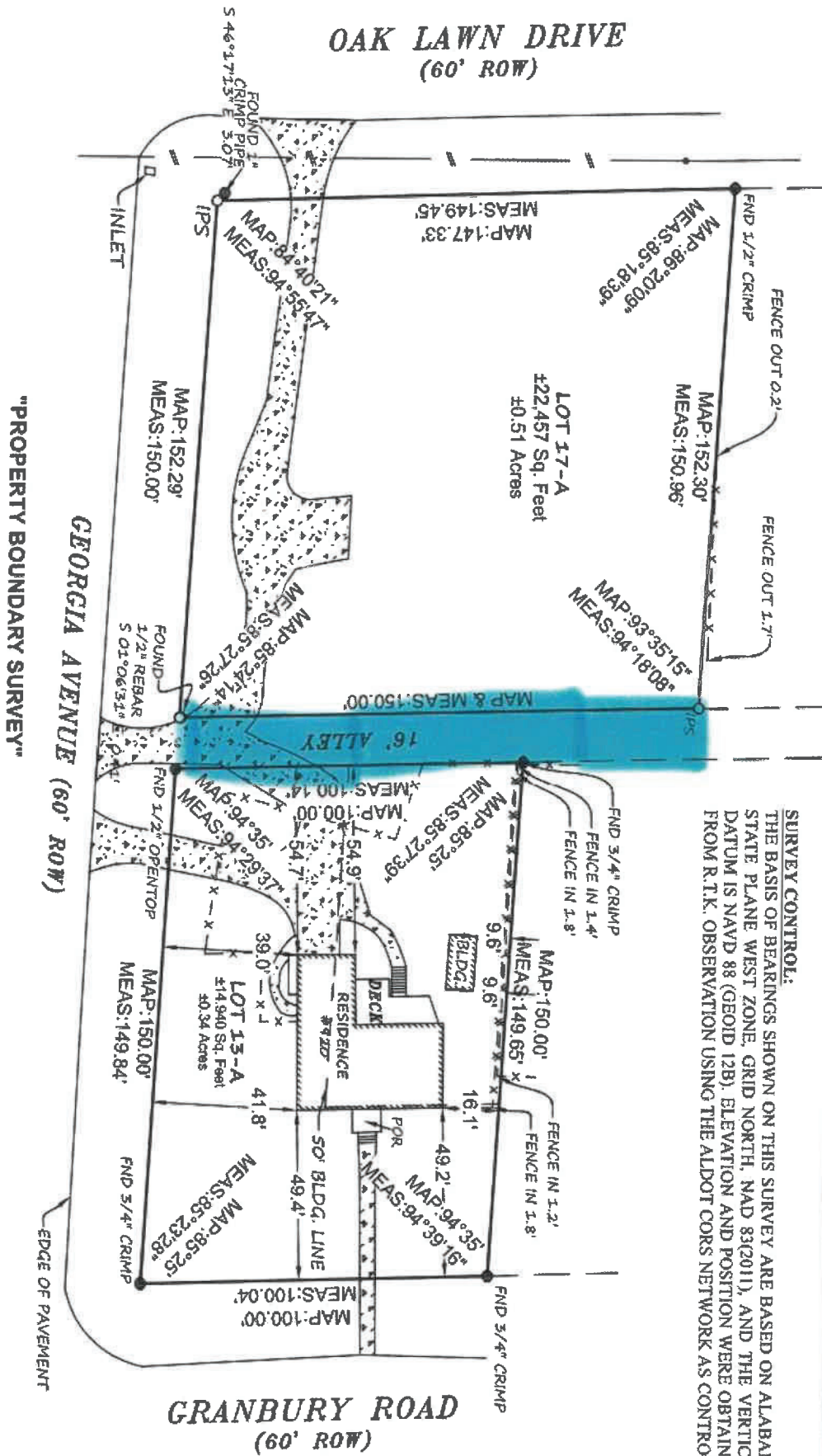
DATE: April 1, 2025

RE: Proposed Vacation of Alleyway, City of Vestavia Hills  
920 Granbury Road and 929 Oaklawn Drive, Vestavia Hills  
Lots 13-A and 17-A Block 5 Resurvey of Birmingham Heights; NE 30-18S-2W

This memo responds to an alleyway easement vacation request received for the above referenced property. (said easement is highlighted in blue on enclosed drawing and Exhibit A) It appears, to the best of our knowledge, that no County maintained sanitary sewer exists within this public easement. Based on the aforementioned, we have no objection to the vacation of said public easement insofar as sanitary sewers are concerned. This memorandum should not be construed that this department warrants the accuracy of information provided to us by others.

cc: Emily Kemp, ESD  
Ben Pate, ESD  
File

**SURVEY CONTROL:**  
 THE BASIS OF BEARINGS SHOWN ON THIS SURVEY ARE BASED ON ALABAMA STATE PLANE WEST ZONE, GRID NORTH, NAD 83(2011), AND THE VERTICAL DATUM IS NAVD 88 (GEOID 12B). ELEVATION AND POSITION WERE OBTAINED FROM R.T.K. OBSERVATION USING THE ALDOT CORS NETWORK AS CONTROL.



I, the undersigned, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 17-A, of WARRENS RESURVEY OF BHAM HEIGHTS, as recorded in Map Volume 262, Page 21 of 81.



APC Document #72308430-001

July 28, 2022

Christopher Steven and Elisha Terry Burkhalter  
929 Oaklawn Dr  
Vestavia Hills, AL 35216

RE:

Proposed relocation of existing power line on Lot 17-A, according to Warren's Resurvey of Birmingham Heights, as recorded in Map Book 262, Page 74, in the Probate Office of Jefferson County, Alabama. Said portion lying in the Southwest  $\frac{1}{4}$  of the of the Northeast  $\frac{1}{4}$  of Section 30, Township 18 South, Range 2 West, in Jefferson County, Alabama.

Dear Mr. Mr. and Mrs. Burkhalter,

Alabama Power Company will offer no objections to the proposed relocation of the existing power line at the above address, so long as an exception is made that Alabama Power Company's rights are protected. The total right of way for APCo is 30 feet total, 15 feet on both sides of center line, plus anchors, for any overhead lines, and 10 feet total, 5 feet on both sides of center line, for any underground facilities that may be in place, within this easement area.

Should the need arise for the company to extend additional facilities from any existing lines, Alabama Power Company will acquire the necessary rights of way from the owner of record date.

I trust this letter is sufficient for your needs but if not, please call me at (205)226-1754.

Sincerely,

*Dean Fritz*

Corporate Real Estate  
205-438-4419



April 1, 2025

#618

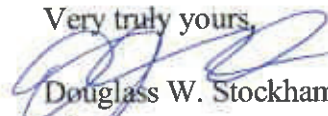
Chris & Elisha Burkhalter  
75515 Highway 9  
Ashland, AL 36251

To whom it may concern:

You may present this letter to interested parties as evidence that The Water Works Board of the City of Birmingham has no existing facilities within that portion of a utility easement proposing to be vacated within Lots 17A of Warrens Resurvey of Birmingham Heights and South Bham Heights lots 13 & 14 Block 5 Resurvey Plat as recorded in Map Volume 68, Page 21 in Probate Court of Jefferson County Alabama, situated in the SW¼ of the Ne ¼ of Section 30, Township 18 South, Range 2 West, located in the City of Vestavia Hills, Alabama. Therefore, the Water Board has no objection to the vacation of said easement.

Should you have questions or need additional information, please feel free to contact Ms. Antris Betts, at (205) 244-4262; or you may reach Ms. Betts via email at [antris.betts@bwwb.org](mailto:antris.betts@bwwb.org).

Very truly yours,



Douglass W. Stockham, IV  
Manager - System Development

AB/dws iv  
D.P. J-451-2  
Gradient: SMH

C:\Users\katy.hastings\AppData\Local\Microsoft\Outlook\Attachments\00a-cfe71797-588b-4635-b0f6-37ddcc77b4b0\63d86ad6e75fb9a0bdcae57f9d5859097259623955919f71642b354174beae86\196278fd41a0be6f2042d915418a94de24311956692a4732c17d8dda.docx

3600 1<sup>st</sup> Avenue North, Birmingham, AL 35222  
(205) 244-4000 | [www.bwwb.org](http://www.bwwb.org)



Spire Alabama Inc.  
605 Richard Arrington JR. Blvd.  
Birmingham, AL 35203

4/15/2025

Chris Burkhalter  
929 Oaklawn Dr.  
Vestavia Hills, AL 35216

Re: Proposed vacation of the alleyway easement located within Lots 17A of Warrens Resurvey of Birmingham Heights and South Bham Heights lots 13 & 14 Block 5 Resurvey Plat as recorded in Map Volume 68, Page 21 in Jefferson County Alabama, situated in Section 30, Township 18 South, Range 2 West.

Mr. Burkhalter,

Spire Alabama Inc. has no facilities (and makes no claim of any being there) and has no objection to the vacation of the above said easement.

If a property owner places any structures, decks (attached or free standing), fences, buildings, retaining walls or other personal property within easements that do contain installed natural gas mains or other natural gas facilities, they do so at their own risk and they must comply with applicable law, including the Alabama Underground Damage Prevention Act, set forth in the Alabama Code Title §37, Chapter 15, Sections 1-11, and contact Alabama 811.

In the event that Spire Alabama Inc. or its successors and assigns, requires the utilization of the easement referenced above for the installation of future facilities necessary rights of way will be acquired from the owner of record.

Sincerely,

Daniel Logan  
Right of Way Representative  
205.842.3972  
Daniel.Logan@spireenergy.com

THE BASIS OF BEARINGS SHOWN ON THIS SURVEY ARE BASED ON ALABAMA STATE PLANE WEST ZONE, GRID NORTH, NAD 83(2011), AND THE VERTICAL DATUM IS NAVD 88 (GEOID 12B). ELEVATION AND POSITION WERE OBTAINED FROM R.T.K. OBSERVATION USING THE ALDOT CORS NETWORK AS CONTROL.





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

**October 27, 2025**

**To:** Jeff Downes, City Manager

**From:** Rebecca Leavings, City Clerk

**Cc:**

**RE:** Public Hearing - Resolution Number 5586 - A Resolution  
determining the value of right-of-way vacated by Resolution  
Number 5585

---

**Background:**

Alabama law sets for a procedure for the purchase of vacated right-of-way. The calculation was determined that the purchase of the property would equal \$2,088.

**Recommendation:**

na

**Fiscal Impact:**

na

**Attachments:**

1. Resolution 5586



**RESOLUTION NUMBER 5586**

**A RESOLUTION DETERMINING THE VALUE OF VACATED  
RIGHT-OF-WAY**

**WHEREAS**, on the 27<sup>th</sup> day of October, 2025, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Resolution Number 5585, vacating a portion of rights-of-way pursuant to the provisions of Section 23-4-20 of the Code of Alabama, 1975; and

**WHEREAS**, Section 11-49-6, Code of Alabama, 1975 requires: *“as a condition of exercise of such power to vacate, the governing body may require abutting landowners who will directly benefit from such vacation to pay to such municipality a vacation of right-of-way fee equal to the fair market value of the land which will be added to the holdings of such abutting landowners”*; and

**WHEREAS**, Section 11-49-6, Code of Alabama, 1975 further requires that: *“In no event shall the said vacation of right-of-way fee exceed the assessed value per square foot of all subdivision lots or tracts abutting the right-of-way to be vacated applied to square foot area of real property to be added to the holdings of each abutting landowner paying such fee; provided, however, the determination of such a fee in a lesser amount by the governing body of the municipality shall be conclusive as to its amount”*; and

**WHEREAS**, the terms of this Resolution shall be based upon the following definitions:

- (1) the “fair market value” of the property is the value of the land as determined by the Jefferson County Board of Equalization; and
- (2) the “assessed value” of the property is determined by the classification of the property (i.e. “Class 1” residential, owner-occupied; “Class 2” residential, non-owner-occupied)

**WHEREAS**, an analysis of the future use of the property along with a required rezoning and platting in which this private property will be offered for development by the private developer, owner of both adjacent properties; and

**WHEREAS**, the applicant has requested and the City Council has approved the vacation of said portion of right-of-way at a value of \$2,088.00; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the City Manager and determine the value set at \$2,088.00.

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

1. The Council has determined that the value of the property vacated in Resolution Number 5585 is calculated at an amount equivalent to \$2,088.00; and
2. Said value along with all cost of advertising pursuant to Alabama law shall be remitted to the City Clerk prior to filing said vacation in the Office of the Judge of Probate of Jefferson County; and
3. Said Resolution Number 5586 shall become effective immediately upon adoption and approval and posting/publishing as required by Alabama law.

**ADOPTED and APPROVED** this the 27<sup>th</sup> day of October, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



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

**October 27, 2025**

**To:** Jeff Downes, City Manager

**From:** Melissa Hipp, Asst. to the City Manager

**Cc:** Jamie Lee, Parks and Leisure Services Director

**RE:** Public Hearing - Ordinance Number 3299 - An Ordinance accepting a grant from the Alabama Department of Economic and Community Affairs (ADECA) through the Federal Highway Recreational Trails Program for trail improvements at Altadena Valley Park and Authorizing the Mayor and City Manager to Execute any and all documents necessary to secure said grant.

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**Background:**

In accordance with Res. 5521, an application was submitted to the Alabama Department of Economic and Community Affairs (ADECA) for the FY 2025 round of funding through the Recreational Trails Program (RTP) of the Federal Highway Administration (FHWA). That application was for constructing connecting trails, adding trail amenities, and repair/demolition of defunct bridges in the park.

**Recommendation:**

**Fiscal Impact:**

RTP provides 80% of the project costs which fall within eligible categories. The funding provided is \$137,506.80 to be matched by City funds of \$34,377.20. City share will come from Fund 20 Capital Projects.

**Attachments:**

1. Ordinance 3299
2. 25-RT-53-03 Agreement
3. Resolution 5521
4. Revised CoverSheet-ProjDescNarr-ProjCostEst-SigPg
5. AVP\_Section6f map 8-2025 REVISION IN DRAFT

## **ORDINANCE NUMBER 3299**

**AN ORDINANCE ACCEPTING A GRANT FROM THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS (ADECA) THROUGH THE FEDERAL HIGHWAY RECREATIONAL TRAILS PROGRAM FOR TRAIL IMPROVEMENTS AT ALTADENA VALLEY PARK AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SECURE SAID GRANT**

**WHEREAS**, on July 8, 2024, the Vestavia Hills City Council adopted and approved Resolution Number 5521 authorizing the City Manager to make application for Recreational Trails Program of the Federal Highway Administration in order to make trail improvements at Altadena Valley Park; and

**WHEREAS**, ADECA has awarded the City a grant totaling \$137,508.80, which is 80% of allowable program costs towards the proposed project to add connecting trails, make trail improvements, and repair a bridge; and

**WHEREAS**, the terms of the are detailed in a certain grant agreement a copy of which is marked as Exhibit A attached to an incorporated into this Ordinance Number 3209 as if written fully therein; and

**WHEREAS**, the awarded proposal is marked as Exhibit B a copy of which is attached to and incorporated into this Ordinance Number 3209 as if written fully therein; and

**WHEREAS**, a copy of Resolution 5521 is marked as Exhibit C, attached to and incorporated into this Ordinance Number 3209 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept said grant within the time limits required, and to authorize the Mayor and City Manager to execute any and all documents to secure said grant.

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

1. The Mayor and City Manager are hereby authorized to enter agreement with the Alabama Department of Economic and Community Affairs (ADECA) as detailed in the attached Exhibit A; and
2. The City Manager is authorized to expend funds as described within the grant upon adoption of this ordinance; and

3. Said local match will be expensed to the City's Capital Projects Fund; and
4. This Ordinance Number 3299 shall become effective immediately upon adoption and approval following posting/publishing pursuant to Alabama law.

**DONE, ORDERED, ADOPTED and APPROVED** this the 27<sup>th</sup> day of October, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3299 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 27<sup>th</sup> day of October, 2025 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 October, 2025.

Rebecca Leavings  
City Clerk

STATE OF ALABAMA       )  
MONTGOMERY, ALABAMA )

AGREEMENT NO. **25-RT-53-03**

SUBAWARD AGREEMENT

This Subaward Agreement ("Agreement") is effective as of the **27th** day of **August 2025** by and between the **City of Vestavia Hills** ("Subrecipient") and the **Alabama Department of Economic and Community Affairs** ("ADECA").

**Subrecipient's Name:** City of Vestavia Hills

**Subrecipient's Unique Entity ID number:** VJB5Q5SJ49L7

**Federal Award Identification Number ("FAIN"):** 693JJ22530000Y940ALRT25303

**Federal Award Date:** August 27, 2025

**Subaward Period of Performance Start Date and End Date:** August 27, 2025, through February 28, 2027

**Subaward Budget Start Date and End Date:** August 27, 2025, through February 28, 2027

**Amount of Federal Funds Obligated by this Agreement:** \$137,508.80

**Total Amount of Federal Funds Obligated to Subrecipient:** \$137,508.80

**Total Amount of Federal Award:** \$137,508.80

**Total Project:** \$171,886.00

**Subrecipient Amount:** \$34,377.20

**ADECA Percentage:** 80%

**Subrecipient Percentage:** 20%

**Project Name:** Altadena Valley Park Trails

**Federal Award Project Description:** Construct 2,850 LF of 6' wide asphalt trail with 1' shoulders. Three new trail segments will connect with an existing golf cart path to create a continuous loop of approximately 6,212 LF. Add rails and make repairs to an existing 70 LF bridge and demolish two unusable bridges. Install solar lighting, signage for wayfinding, and benches/trail amenities at Altadena Valley Park.

**Name of Federal Awarding Agency:** U.S. Department of Transportation, Federal Highway Administration ("FHWA")

**Pass-through Entity:** Alabama Department of Economic and Community Affairs

**Contact Information for Pass-through Entity's Official:** Kenneth W. Boswell, Director of ADECA

**Identification of Whether Subaward is Research and Development:** No

**Indirect Cost Rate for Federal Award:** 0%

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities and services financed through the Federal Assistance authorized under the State's Recreational Trails Program ("RTP") and 23 U.S.C. § 206.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities and services in connection with RTP project **25-RT-53-03** and Federal Award **693JJ22530000Y940ALRT25303**.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide Federal Assistance to the Subrecipient under the RTP. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, regulations, and all other requirements of ADECA, the State, and the U.S. Department of Transportation, now or hereafter in effect.

#### **A. DEFINITIONS**

1. "Agreement" consists of the terms and conditions of this Agreement, below; any of its amendments or supplements; the Letter of Award and related submissions; the Subrecipient's Application and its assurances, certifications, maps, schedules, and other submissions; the *ADECA Recreational Programs Administrative Manual* and its addendums; and Attachment A.

2. "Application" means the Subrecipient's application for FHWA assistance under the RTP that has been approved by ADECA.

3. "State" means the State of Alabama.

4. "Letter of Award" means the letter to the Subrecipient from ADECA setting forth requirements which shall be satisfied by Subrecipient prior to execution of this Agreement.

5. "Subrecipient" means the entity signing this Agreement who is identified in the Letter of Award and who is receiving Federal Assistance through this Agreement as the first tier subrecipient.

#### **B. SCOPE OF SERVICES**

1. The Subrecipient agrees to perform and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative

services described in the Application and in this Agreement, unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate ADECA's review of the work activities and administrative services related to this Agreement, at a location as determined by ADECA.

3. The Subrecipient shall submit quarterly progress reports on work activities and administrative services to ADECA. Also, Subrecipient shall submit additional progress reports upon ADECA's request.

4. The Subrecipient agrees to accept responsibility for ensuring compliance with this Agreement by second-tier subrecipients, contractors, and subcontractors related to this Agreement.

### **C. CHANGES**

1. ADECA or the Subrecipient may request changes in the scope of work, the services to be performed, and/or the Subrecipient's compensation under this Agreement. To be effective, such changes shall follow ADECA's rules and policies and must be mutually agreed upon by and between ADECA and the Subrecipient in written amendments to this Agreement.

2. Notwithstanding the above, ADECA may approve a revision to the Subrecipient's budget document for the RTP project under this Agreement without a formal written amendment to this Agreement. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F, below, without a written amendment to this Agreement.

### **D. PERSONNEL**

1. It shall be the responsibility of the Subrecipient, when necessary, to hire employees or contract (or subcontract) with a third party to perform work set out in Section B, above, to include the work activities and administrative services described in the Application. All employees or contractors (or subcontractors) shall be fully qualified and authorized or permitted under Alabama and local law to perform such services.

2. Upon ADECA's request, the Subrecipient shall provide ADECA with a sampling of all contracts (or subcontracts) for said work or services.

### **E. TIME OF PERFORMANCE**

The Subrecipient shall commence performance of this Agreement on **August 27, 2025**. The full Subaward amount shall be expended by **February 28, 2027**.

1. ADECA retains the right to rescind all or part of the Federal Assistance committed by this Agreement should ADECA determine that the Subrecipient (or its contractor or subcontractor) has not adhered to the Application or Agreement.

2. The Subrecipient hereby certifies that it will implement the work activities and administrative services described in the Application and Agreement. Failure to do so may affect the Subrecipient's eligibility to participate in other programs administered by ADECA.

#### **F. METHOD OF PAYMENT**

1. ADECA and Subrecipient have agreed upon a total payment of RTP funds not to exceed **\$137,508.80**.

2. Subrecipient will be paid in advance, provided that it maintains a cash management plan and maintains (or demonstrates the willingness and ability to maintain) both written procedures that minimize the time elapsing between the transfer of funds and disbursement by Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 C.F.R. § 200.305. If the requested advance exceeds thirty (30) days, Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the Federal awarding agency has specific conditions per 2 C.F.R. § 200.305, or Subrecipient requests, in writing, payment by reimbursement.

4. Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved RTP Project Cost Estimate (original or revised). Payment of funds is subject to availability of Federal funds awarded to ADECA for RTP.

5. Subrecipient must invoice at least quarterly but may invoice as often as once a month. All invoices must be cleared within sixty (60) days of the close of the Agreement and appropriate backup data must be furnished with each invoice in accordance with ADECA's RTP policy letter(s).

6. In addition to the above clauses, the Subrecipient (and its contractors and subcontractors) shall agree with, and shall adhere to, the terms stated in Section L. herein this Agreement and Attachment A to this Agreement.

#### **G. CLOSEOUT PROCEDURES**

Within 60 days of the project completion date (when all work on a project is completed, or the date the project expires, whichever comes first), the Subrecipient shall

follow the ADECA Federal Initiatives and Recreation Division's established RTP closeout procedures when closing the RTP project under this Agreement. The Subrecipient may access ADECA's RTP closeout documents from the ADECA Federal Initiatives and Recreation Division's RTP staff and on the ADECA website at <http://www.adeca.alabama.gov>.

## **H. RECORD RETENTION**

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, contractors, and subcontractors) records pertinent to a Federal Award (to include the RTP project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to the U.S. Department of Transportation, or for Federal Awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to the U.S. Department of Transportation (as the Federal awarding agency) or pass-through entity (ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include the U.S. Department of Transportation) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Federal Initiatives and Recreation Division's RTP record retention requirements applicable to this Federal Award and the RTP project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all financial records, supporting documents, statistical records, and all other records pertinent to this award in accordance with 2 C.F.R. Part 200 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period begins from the date of the final expenditure report for the project.

3. When applicable, the Subrecipient, contractors, and subcontractors shall comply with the Alabama Competitive Bid Law (Ala. Code § 41-16-54), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

## **I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD**

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 23 C.F.R. § 771.105, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. The Subrecipient has complied with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101) and Executive Order 11592.

3. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review RTP project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

#### **J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS**

For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

#### **K. REQUIRED TERMS UNDER 2 C.F.R. § 200.327**

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

##### **1. TERMINATION OF AGREEMENT**

(a) A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience.** This Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that continuation of the work will serve no useful public purpose, then this Agreement may be terminated by ADECA, and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation is not corrected within fifteen

(15) days after such notice is given by ADECA to the Subrecipient, then ADECA shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, either for convenience or for cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Subrecipient, and ADECA may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Subrecipient is determined.

## **2. HEARING ON APPEAL**

(a) The Subrecipient shall have the right to appeal any determination to terminate made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from ADECA for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted at ADECA's offices in Montgomery, Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter provided by ADECA to the Subrecipient.

## **3. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Agreement, hereby agree as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. COPELAND "ANTI-KICKBACK" ACT**

For all prime construction contracts in excess of \$2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by U.S. Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency (U.S. Department of Transportation).

#### **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Subrecipient or Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–08, specifically 40 U.S.C. § 3702 and § 3704, as supplemented by U.S. Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

#### **6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and ADECA or the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," ADECA or the Subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by the Federal awarding agency (U.S. Department of Transportation).

#### **7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

In the event this contract or grant award is for an amount in excess of \$150,000, the Subrecipient or Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251–1387. ADECA shall report any suspected or reported violation to the Federal awarding agency (U.S. Department of Transportation) and to the Environmental Protection Agency ("EPA").

## **8. DEBARMENT AND SUSPENSION**

(a) The Subrecipient is prohibited from using any contractor or subcontractor or vendor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System for Award Management website at <https://www.SAM.gov>.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any Federal agency or by ADECA and/or any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by ADECA to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

## **9. BYRD ANTI-LOBBYING ACT**

In the event this contract or grant award is for an amount exceeding, \$100,000, the Subrecipient or Contractor shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. § 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal Award (ADECA).

The Subrecipient will require that the language of the paragraph above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

#### **10. PROCUREMENT OF RECOVERED MATERIALS**

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

#### **11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.**

(a) Subrecipients are prohibited from obligating or expending grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Section 889 of Pub. L. No. 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

## **12. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and

polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **L. OTHER APPLICABLE FEDERAL AND STATE LAWS**

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its contractors, and subcontractors shall agree with, and shall adhere to, the following:

### **1. WHISTLEBLOWER PROTECTIONS**

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

### **2. TOBACCO SMOKE**

Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

### **3. DRUG-FREE WORKPLACE REQUIREMENTS**

In accordance with the provisions of Title V, Subtitle D of Pub. L. 100-690 or Pub. L. 111-350 (41 U.S.C. § 8101 *et seq.*), the “Drug-Free Workplace Act of 1988,” all subrecipients (to include ADECA, the Subrecipient, contractors, and subcontractors) must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

### **4. TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Pub. L. 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$30,000 through the Federal Subaward

Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, the Subrecipient, contractors, and subcontractors who meet this threshold will be required to furnish this information to the ADECA Federal Initiatives and Recreation Division which is funding the Subrecipient through this Agreement. Specific reporting processes will be provided by the applicable ADECA Division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F., above, of this Agreement.

## **5. POLITICAL ACTIVITY**

The Subrecipient shall comply with the Hatch Act (5 U.S.C. § 1501 *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

## **6. HUMAN TRAFFICKING PROVISIONS**

The award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

## **7. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

(a) **Buy American Act** — As stated in Section 507 of Pub. L. No. 103-333, 108 Stat. 2573, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

(b) **Buy America Act** — The Subrecipient agrees to abide by the Buy America Act (Pub. L. No. 109-59, 119 Stat. 1464), as amended, codified at 23 U.S.C. § 313, and FHWA's related regulatory policy found in 23 C.F.R. § 635.410. If the total amount of the project is below \$500,000, the Buy America requirements for iron, steel, manufactured product, and construction materials is waived. If the total amount of the project is over \$500,000, the allowable threshold for noncompliant products is the lesser of \$1,000,000 or 5% of total applicable costs for the project. However, if the noncompliant products include iron, steel, manufactured products, the FHWA's threshold amount of 0.1% of the total contract amount or \$2,500 applies.

## **8. MANDATORY DISCLOSURES**

Pursuant to 2 C.F.R. § 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters

related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

**9. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

**10. CONFLICTING PROVISION**

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

**11. IMMUNITY AND DISPUTE RESOLUTION**

(a) The parties to this Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

(b) In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

(c) For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where

appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

## **12. DISCLAIMER**

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by this Agreement, a contract, a grant, a loan, or by any other means.

(b) No subrecipient, contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any Division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any subrecipient, contractor, or agency, or any other person.

## **13. ACCESS TO RECORDS**

The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period but shall last as long as the applicable records are retained.

## **14. ASSIGNABILITY**

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto; provided, however, that claims for money due, or to become due to the Subrecipient from ADECA under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

## **15. CONTINGENCY CLAUSE**

(a) It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the Recreational Trails Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

(b) Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

## **16. CONFLICT OF INTEREST**

(a) A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (i) the individual or a board member of the firm or organization, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

(b) The Subrecipient certifies by signing this Agreement that no person under the Subrecipient's employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement, nor will the Subrecipient hire any person having such conflicting interest.

(c) The Subrecipient certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

## **17. INDIRECT COST**

In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, subrecipients of Federal Awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the subrecipients' Federal cognizant agency.

## **18. AUDIT REQUIREMENTS**

(a) All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend \$1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All

entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

Alabama Department of Economic and Community Affairs  
ATTENTION: Chief Auditor  
401 Adams Avenue  
P.O. Box 5690  
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov

Alabama Department of Examiners of Public Accounts  
ATTENTION: Audit Report Repository  
P.O. Box 302251  
Montgomery, AL 36130-2251

## **19. AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS / OUTSTANDING DEBTS**

The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

## **20. SUSPENSION OF PAYMENTS**

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any Division of ADECA, or in the event there is an amount owing to any Division of ADECA, or an amount owing to the Federal government under any program administered by any Division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any Division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any Division of ADECA that has not arranged a repayment schedule.

## **21. DISCLOSURE STATEMENT**

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.00.

## **22. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS**

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

(b) In compliance with Alabama Code § 41-16-5, the contractor hereby certifies 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.

(c) By signing this Agreement, the parties affirm that for the duration of this Agreement 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 this Agreement and shall be responsible for all damages resulting therefrom.

(d) By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

(e) The Subrecipient agrees that ADECA shall not be liable for the failure on the part of the Subrecipient and/or any contractor or subcontractor to perform the

said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

(f) The Subrecipient agrees that work on the project will begin within 180 days following the receipt of notification that funds have been approved. The Subrecipient must provide a written request for an extension for the 180-day period within the first 120 days following the notification that funds have been approved.

(g) The Subrecipient agrees that it possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the Application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the Chief Elected Official/Executive Director/President to act in connection with the Application and to provide such additional information as may be required.

(h) The Subrecipient agrees that property acquired with RTP funds will remain open to the public for trail use in perpetuity. Should the property cease to be open to the public for trail use, the Subrecipient must repay the RTP share (specified in this Agreement) of the fair market value of the property at the time of the change in use.

(i) The Subrecipient agrees that development projects located on an easement, leased land, or subrecipient-owned property will remain open to the public for trail use for a minimum of twenty-five (25) years unless otherwise stated in the Application.

(j) The Subrecipient agrees to comply with Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. No. 91-646, 84 Stat. 1894) and the applicable regulations and procedures implementing such Act for all real property acquisitions and, where applicable, shall assure that the Act has been complied with for property to be developed with assistance under this Agreement.

(k) The Subrecipient agrees that Form FHWA-1273 (Required Contract Provisions Federal-Aid Construction Contracts (Attachment A)) will be physically incorporated (not merely referenced) in all contracts, subcontracts, and lower-tier subrecipient agreements (excluding purchase orders, rental agreements, and other agreements for supplies or services related to a construction contract).

(l) The Subrecipient agrees that facilities will be designed to comply with the Architectural Barriers Act of 1968 (Pub. L. No. 90-480, 82 Stat. 718-19) and the U.S. Department of Transportation Section 504 Regulations (49 C.F.R. Part 27).

(m) The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.

(n) The Subrecipient agrees to comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990 relating to the protection of wetlands; and any other applicable EPA regulations.

(o) The Subrecipient agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. No. 93-234, 87 Stat. 975). Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(p) The Subrecipient agrees to comply with Executive Orders 11625, 12138, and 12432, as follows:

(1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's business enterprises.

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority owned business, and women's business enterprises.

(5) Notify ADECA's Office of Minority Business Enterprise of all procurement opportunities to include the purchase of equipment, construction activities, and/or professional services.

(6) Comply with applicable Disadvantaged Business Enterprise (DBE) Program which complies with the U.S. Department of Transportation's standards set forth in 49 C.F.R. Part 26. Notify the Alabama Department of Transportation's DBE Program staff of all procurement opportunities to include

the purchase of equipment, construction activities, and/or professional services.

(7) Require prime contractors, if subcontracts are to be let, to take the affirmative steps listed in (1) through (6).

(q) The Subrecipient shall comply with Property Acquisition and Management Standards of 2 C.F.R. Part 200.

(r) The Subrecipient agrees to comply with the following applicable regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Federally funded project, including:

(1) 49 C.F.R. Part 20, New Restrictions on Lobbying.

(2) FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.

(3) 2 C.F.R. Part 25, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS).

(4) 2 C.F.R. Part 170, Reporting Subawards and Executive Compensation Information.

(s) The Subrecipient agrees to comply with all applicable standards, orders, or requirements issued under the EPA regulations.

(t) Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights:

(1) The Subrecipient agrees this Federal Award and employees working on this Agreement will be subject to the whistleblower rights and remedies found in 41 U.S.C. § 4712 and FAR Clause 3.908.

(2) The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.

(3) The Subrecipient shall insert the substance of this clause, including this paragraph (3), in all subawards or subcontracts over the simplified acquisition threshold, in accordance with 48 C.F.R. § 52.203-17 (as referenced in 48 C.F.R. § 3.908-9).

## **23. CIVIL RIGHTS ASSURANCE**

(a) The Subrecipient certifies that, as a condition to receiving any Federal assistance from the Department of the Transportation, it will comply with all Federal

laws relating to nondiscrimination. These laws include, but are not limited to: Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352, §§ 601–05, 78 Stat. 252–53) and 49 C.F.R. Part 21, which prohibit discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, and 49 C.F.R. Part 27, which prohibit discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1975, as amended (Pub. L. No. 94-135, § 302, 89 Stat. 728) (codified in 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; the Age Discrimination in Employment Act of 1967 (Pub. L. No. 90-202, § 2, 81 Stat. 602) (codified in 29 U.S.C. § 621 *et seq.*); 28 C.F.R. Parts 35 and 36; Limited English Proficiency (Exec. Order No. 13166); the ADA Amendments Act of 2008 (Pub. L. No. 110-325, 122 Stat. 3553) (codified at 42 U.S.C. § 12101 *et seq.*); Title IX of the Education Amendments of 1972 (Pub. L. No. 92-318, § 901, 86 Stat. 235) (codified in 20 U.S.C. § 1681 *et seq.*); and applicable regulatory requirements related to discrimination based on race, color, national origin, handicap or age. The Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

(b) This assurance shall apply to all aspects of the Subrecipient's operations including those parts that have not received or benefited from Federal financial assistance.

(c) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subrecipient by ADECA, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subrecipient for the period during which the Federal financial assistance is extended to it by ADECA.

(d) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subrecipient by ADECA, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

(e) The Subrecipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the Agreement and who is authorized to sign on behalf of the Subrecipient.

## 24. PROGRESS REPORTS

The Subrecipient agrees to submit quarterly progress reports to ADECA and at any other time as requested by ADECA. The quarterly reports must include project activities that occurred during the quarter for which you are reporting and the project activities you anticipate occurring during the following quarter. The reports must be signed and dated by the chief elected official, President, Commissioner, or Executive Director. The reporting schedule is as follows:

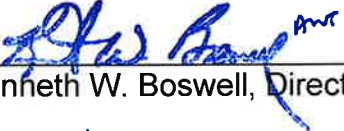
| <b>Quarter Ending</b> | <b>Report Due Date</b> |
|-----------------------|------------------------|
| March 31              | April 30               |
| June 30               | July 31                |
| September 30          | October 31             |
| December 31           | January 31             |

**The remainder of this page intentionally left blank.**

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA

Alabama Department of Economic  
and Community Affairs

  
Kenneth W. Boswell, Director

9/5/2025  
(Date)

ATTEST:

  
(Name)

Executive Assistant  
(Title)

9/5/2025  
(Date)

SUBRECIPIENT

City of Vestavia Hills

Authorized Official

(Date)

ATTEST:

(Name)

(Title)

(Date)

This contract/agreement has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

  
Meg Williams Fiedler  
General Counsel for ADECA

## **RESOLUTION NUMBER 5521**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION THROUGH THE FY-2025 RECREATIONAL TRAILS PROGRAM FOR TRAIL IMPROVEMENTS AT ALTADENA VALLEY PARK**

**WHEREAS**, Altadena Valley Park has been designated for passive recreational use and is protected in perpetuity for outdoor recreational use per Section 6(f)(3) of the Land and Water Conservation Fund program; and

**WHEREAS**, in 2021 a master plan concept was developed to include trails, parking, and various other amenities; and

**WHEREAS**, the Council desires to continue the implementation of the proposed improvements in phases as is feasible, and

**WHEREAS**, the Recreational Trails Program (FY2025) of the Federal Highway Administration as administered by the Alabama Department of Economic and Community Affairs is a competitive grant which provides 80% of funding with a required 20% match for qualifying projects;

**WHEREAS**, a project has been identified to create a northern connector trail, as described in Exhibit A to this Resolution; and

**WHEREAS**, if awarded, the grant would provide \$135,909 with a required match of \$33,977 towards a project with estimated total cost of \$209,000; and

**WHEREAS**, a project summary has been detailed and marked as Exhibit A, a copy of which has been attached to and incorporated into this Resolution Number 5521 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to pursue the above-described grant.

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

1. The City Manager is authorized to take all actions necessary to make application to the Recreational Trails Program for the funding as proposed; and
2. That the City of Vestavia Hills hold in reserve thirty-five percent (35%) of the proposed project cost for the purpose of providing for the required matches and expenses which may not qualify for the Recreational Trails Program; and

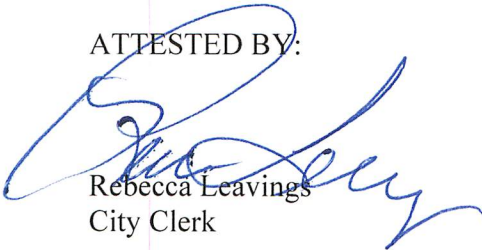
3. In the event a grant is awarded, the City of Vestavia Hills understands that it will sign assurances to comply with all applicable Federal and State laws, rules, and regulations; and
4. This Resolution Number 5521 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 8<sup>th</sup> day of July, 2024



Ashley C. Curry  
Mayor

ATTESTED BY:



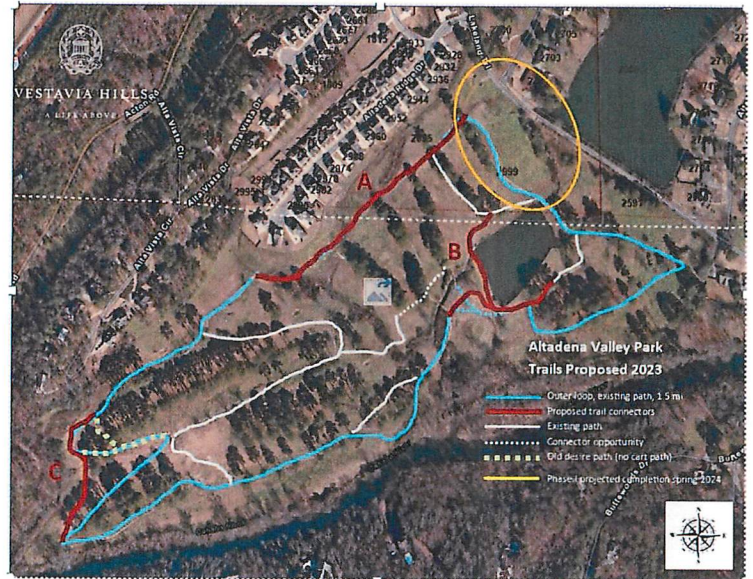
Rebecca Leavings  
City Clerk



## Altadena Valley Park Northern Trail Loop

### Recreational Trails Program FY 2025 Proposal

Altadena Valley Park is an 80+/- acre greenspace which formerly was a golf course that was donated to the City for recreational use. During development of the adjacent property, the cart path connection on the north side was removed. Following acceptance of the property, residents expressed the desire to keep it natural as possible as a passive recreation park. In 2021 a master plan concept was developed which included restoration of a northern connector between the trailhead amenities on the eastern end of the park and the trail system on the western end of the park.



The master plan concept as introduced in 2021 can be seen at [altadenavalleypark.com](http://altadenavalleypark.com). The City has begun to implement the proposed improvements in phases according to feasibility and available funding. The Recreational Trails Program (RTP), a program of the Federal Highway Administration which is administered through the Alabama Department of Economic and Community Affairs, has been identified as a suitable funding source for trails development in the park. A proposal has been developed for the RTP FY2025 round of funding, as described below. This proposal includes the northern trail connection as well as connections around the lake (towards the future canoe path) and on the far west end of the park.

#### *Project Cost Summary: Altadena Valley Park Northern Trail Connector (FY 2025 RTP Proposal)*

##### RTP Supported Items

|                                                             |                  |
|-------------------------------------------------------------|------------------|
| Construction                                                | \$147,760        |
| Trail amenities, e.g. benches, bike racks, trash cans, etc. | \$7,350          |
| Program allowed CE&I costs                                  | \$14,776         |
| <u>RTP Eligible Costs</u>                                   | <u>\$169,886</u> |

##### Project Items Not Supported by RTP

|                         |                 |
|-------------------------|-----------------|
| Construction Design     | \$14,072        |
| Preliminary Engineering | \$21,108        |
| CE&I Disallowable Costs | \$3,968         |
|                         | <u>\$39,149</u> |

|                      |                  |
|----------------------|------------------|
| <b>PROJECT TOTAL</b> | <b>\$209,035</b> |
|----------------------|------------------|

|           |           |
|-----------|-----------|
| RTP Share | \$135,909 |
|-----------|-----------|

|                                               |                 |
|-----------------------------------------------|-----------------|
| Local Match 20%                               | \$33,977        |
| Engineering costs disallowed by the RTP grant | \$39,149        |
| <b>City Outlay (Including 20% match)</b>      | <b>\$73,127</b> |
| <b>Total Local Outlay %</b>                   | <b>35.0%</b>    |

RTP provides 80% of cost for construction items, but limits to 10% of construction cost for design, engineering, and construction oversight. Contingency allowances are built into line items.

**Application Cover Sheet****Applicant's Name (Organization):** CITY OF VESTAVIA HILLS, ALABAMA**Address:** 1032 MONTGOMERY HWY

VESTAVIA HILLS, AL

ZIP+4: 35216-2806

**County:** JEFFERSON, SHELBY**FEI Number:** 63-6002218**Unique Entity Identifier (UEI):** VJB5Q5SJ49L7**Project Title:** ALTADENA PARK RECREATIONAL TRAILS**Project Description:**

Construct 2850 LF of 8'wide asphalt trail with 1' shoulders. Three new trail segments would connect with existing golf cart path to create a continuous loop of approximately 6212 LF. Addition of rails and repairs to an existing 70LF bridge and demolition of two unusable bridges. Installation of solar lighting, signage for wayfinding, and benches/trail amenities.

**Park Name, if applicable:** ALTADENA VALLEY PARK**Park (project location) Address:** 2501 LAKELAND TRAIL

VESTAVIA HILLS, AL

ZIP+4:35243-4212

**Latitude and Longitude  
(deg/min/sec):**

33°24'52.7"N, 86°44'41.8"W

**Congressional District  
(for project location):**

US-06

**State Senate District  
(for project location):**

AL-S016

**State House District  
(for project location):**

AL-H048

**Applicant Contact Person and****Title:** JEFFREY DOWNES, CITY MANAGER**Phone Number:** 205.978.0195**Email Address:** jdownes@vhal.org**Grant Administrator or Other  
Contact, Title, and Organization:**

MELISSA HIPPI, ASST. TO THE CITY MANAGER

**Phone Number:** 205.978.0152 / 205.639.4418 (cell)**Email Address:** mhippi@vhal.org

### **Project Descriptive Narrative**

Provide a brief, yet informative, description of the proposed project and address each evaluation criterion on the following pages (provide additional information and documentation as may be needed to support your response to each evaluation criterion).

### **Project Information**

Name of Project: ALTADENA VALLEY PARK RECREATIONAL TRAILS

Trail Length in Linear Feet (L.F.): 2850 (3 SEGMENTS) Trail Width: 8 FT

Trail Surface Type: ASPHALT

Application Type: ☒ **Non-motorized for a Single Use** ☐ Motorized  
☐ Non-motorized for Diverse Use ☐ Educational

Type of Applicant: ☒ **City/Town** ☐ County  
☐ State ☐ Other

|                              |                                     |
|------------------------------|-------------------------------------|
| Total Estimated Project Cost | \$ 171,886.00                       |
| Grant Amount Requested       | \$ 137,508.80_(80% of RTP eligible) |
| Cash Match                   | \$ _34,377.20_(20% of RTP eligible) |
| In-Kind Match                | \$ ____                             |
| Donation                     | \$ _____                            |

#### **Brief Description of the Project:**

Implementation of 2021 master plan for the redevelopment of the former Altadena Valley Country Club for passive outdoor public recreation. This project proposes to construct 2850 LF of 8' wide asphalt trails with 1' shoulder in three new segments connecting with existing golf cart path to create a continuous loop and to provide for southern trail access to the river. Rehabilitation of an existing 70 LF bridge (repair and addition of rails). Installation of solar lighting, wayfinding and interpretive signage, and trail amenities (benches, trash receptacles). The resulting ~6212 LF loop, along with existing golf cart paths (some connections to be added in later phases) will provide approximately 4 miles of trail connections within the park. Parking expansion is complete, and trail head facilities (restroom and pavilion, with electric power) have been completed summer 2024.

### **PROJECT NARRATIVE RESPONSES TO THE EVALUATION CRITERIA 1-10 IS ATTACHED**

Total Project Cost: \$171,886 Funds Requested: \$137,508.80

**Important Note:** The maximum grant amount by trail type is **\$200,000** for non-motorized, single-use trails; **\$400,000** for non-motorized, diverse-use trails; **\$524,937** for motorized trails; or **\$87,489** for education projects.

The applicant certifies that the data contained in the application is true and correct; the application has been duly authorized; and the applicant understands that incorrect or incomplete information may cause the application to be rejected.

Ashley C. Curry  
(Chief Elected Official's Signature)

Mayor, City of Vestavia Hills, AL  
(Title)

Jeffrey Downes  
city manager

2/20/25  
(Date)

Jeffrey Downes, City Manager

CITY OF VESTAVIA HILLS, AL

### Project Cost Estimate

The Recreational Trails Program provides **80/20 matching** fund grants. That is, the RTP will fund up to 80 percent of the project cost and the grant recipient must provide at least 20 percent in the form of cash, in-kind, and/or donated contributions.

#### Eligible Costs

1. Design, engineering, and construction oversight services (**may not exceed 10% of the total construction cost**)
2. Direct labor
3. Special tradesmen secured under a service purchase contract
4. Rental of equipment
5. Construction contracts
6. Project materials
7. Signage<sup>1</sup>
8. Land acquisition
9. Professional project administration (grant consultant) (**may not exceed 5% of total project cost**)

### PROJECT DEVELOPMENT BUDGET

| BUDGET ITEM               | TOTAL                            | RTP SHARE           | MATCHING SHARE     |
|---------------------------|----------------------------------|---------------------|--------------------|
| Acquisition               |                                  |                     |                    |
| Construction Contracts    | \$150,806                        | \$120,644.80        | \$30,161.20        |
| Equipment Rental          |                                  |                     |                    |
| Labor                     |                                  |                     |                    |
| Signage                   | (incl. in<br>supplies/materials) |                     |                    |
| Supplies/Materials        | \$6,000                          | \$4,800             | \$1,200            |
| Administration            |                                  |                     |                    |
| Engineering               | \$15,080                         | \$12,064            | \$3,016            |
| <b>TOTAL PROJECT COST</b> | <b>\$171,886</b>                 | <b>\$137,508.80</b> | <b>\$34,377.20</b> |

<sup>1</sup> Signs which function as traffic control devices must conform with the Manual on Uniform Traffic Control Devices (MUTCD). Part IX of the MUTCD, Traffic Controls for Bicycle Facilities, covers the bicycle related signs, pavement markings, and signals which may be used on highways or bikeways. Part IX is applicable to shared use paths (non-motorized multiple-use trails which may provide a transportation purpose). The publication Standard Highway Signs has the detailed drawings for the highway signs prescribed in the MUTCD. These documents are available for purchase from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

Signs which do not function as traffic control devices are not subject to the MUTCD. However, informational signs and kiosks must take into consideration the needs of various users, such as: people who are blind or who have low vision, people who use wheelchairs, and children.



# Altadena Valley Park Recreational Trails Improvements Proposed FY 2025



VESTAVIA  
HILLS  
A LIFE ABOVE



Prepared For: **WORK IN PROGRESS UPDATE 8.28.25**

Prepared by Melissa N. Hipp, Grants Administrator

## Altadena Valley Park

LWCF Section 6(f)(3) Map—**WORK IN PROGRESS 8.28.25**

Outlined in blue dashes are the 77.55 +/- acres under Section 6(f)(3) protection. Green dots indicate an additional 12 acres donated in 2021 are not in the protected boundary; this addition is a fairway connected to the original boundary by golf cart path.

LWCF—Project Number 01-00407 (Wald Park Conversion)  
(former address) 2061 Alta Vista Drive, Vestavia Hills, AL 35243-4201  
2501 Lakeland Trail, Vestavia Hills, AL 35243-4212

Shelby and Jefferson Counties

33°24'52.7"N, 86°44'41.8"W

Restrictions: Real >>>>> (from the conversion)

Deed Inst. #201512300124951, Jefferson County 12/28/2015

Deed Inst. #20151229000441140, Shelby County 12/29/2015

Deed. Inst. #2016041014, Jefferson County 4/28/2016

Deed Inst. #20161024000389930, Shelby County 10/24/2016

Deed Inst. #2020143317, Jefferson County, 12/16/2020

Deed Ins. #20201216000577730, Shelby County, 12/16/2020

**Property owned by City of Vestavia Hills**

Note: Other than the recently added trailhead amenities (pavilion with restroom, parking), structures, trails and amenities presently do not exist within the Section 6(f)(3) boundary. See [www.altadenavalleypark.com](http://www.altadenavalleypark.com) for the 2021 master plan concept.

Approved by:

Ashley C. Curry, Mayor

Date

Jeffrey Downes, City Manager

Date





## LEGEND

-  Parking (existing)
-  Entrance
-  Protected Boundary
-  Addition to Acreage—Use TBD
-  Waterway

Front fairway has a golf cart path currently isolated but planned to connect via proposed trail. Some portion of the new acreage may be conveyed to Jefferson County in the future for widening and straightening of Acton Road.

601(f)(3) boundary connects to the 2020 additional acres via an unimproved area where a trail is proposed.

McCloud Software  
BE Kare  
Warren Averett  
Meisler Keith Undeveloped Land

Old AVCC sign.  
NOT an entrance,  
no access.

TO ENTRANCE—  
ONLY Access as of 2024

NO ACCESS!  
Road blocked at both ends with no access to the park.  
Potential for pedestrian entrance at a future time  
(sidewalk connections do not exist).

Not a navigable  
connection to  
private lake shown across  
the road.

Overhead power line crosses  
southeast corner of the park and  
extends near the restrooms. No  
other overhead lines

No Park Access!  
Do not go this way!

## Altadena Valley Park Trail Improvements Proposed 2025

| SPECIAL FLOOD<br>HAZARD AREAS | Without Base Flood Elevation (BFE)<br>Zone A-1, A99 |
|-------------------------------|-----------------------------------------------------|
|                               | With BFE or Depth Zone AE, AO, AH, VE, AR           |
|                               | Regulatory Floodway                                 |

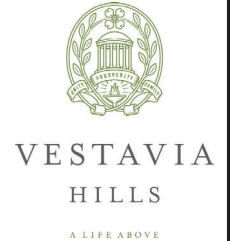
The Section 6(f)(3) protected area of the park, which is the boundary of the area proposed to be developed with RTP FY 2025 assistance, lies almost entirely within either Regulatory Floodway or Zone AE (With BFE or Depth)

-  Outer loop, existing path, ~1 mi
-  Proposed trail connectors
-  Existing path
-  Connector opportunity
-  Old desire path (no cart path)
-  BOUNDARY OF AREA TO BE DEVELOPED PROPOSED RTP FY 2025



Figure 1. Section 6(f)(3) boundary (dashed blue line) of 80+/- acre property in its current condition (unimproved). For more easily viewed detail of easements, see source map included in the appendix of the electronic version of the Environmental Assessment (Survey-Boundary AVCC, by EDG). Figure on bottom left shows Phase I projected spring 2024.

## Altadena Valley Park Recreational Trails Improvements Proposed FY 2025



Prepared For: Recreational Trails Program FY2025 Application  
**Altadena Valley Park Recreational Trails Improvements**  
Preliminary Site Plan  
Prepared by Melissa N. Hipp, Grants Administrator

## Altadena Valley Park

LWCF Section 6(f)(3) Map—Revised February 21, 2025

Outlined in blue dashes are the 77.55 +/- acres under Section 6(f)(3) protection. Green dots indicate an additional 12 acres donated in 2021 are not in the protected boundary; this addition is a fairway connected to the original boundary by golf cart path.

LWCF—Project Number 01-00407 (Wald Park Conversion)  
(former address) 2061 Alta Vista Drive, Vestavia Hills, AL 35243-4201  
2501 Lakeland Trail, Vestavia Hills, AL 35243-4212

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Deed Inst. #20161024000389930, Shelby County 10/24/2016  
Deed Inst. #2020143317, Jefferson County, 12/16/2020  
Deed Ins. #20201216000577730, Shelby County, 12/16/2020  
Property owned by City of Vestavia Hills

Note: Other than the recently added trailhead amenities (pavilion with restroom, parking), structures, trails and amenities presently do not exist within the Section 6(f)(3) boundary. See [www.altadenavalleypark.com](http://www.altadenavalleypark.com) for the 2021 master plan concept.

Approved by:

Ashley C. Curry, Mayor

Date

Jeffrey Downes, City Manager

Date

# ALTADENA VALLEY PARK MASTERPLAN



## PHASE I LEGEND

- A. NEW CONNECTION TRAILS
- B. PAVILION & REST SHELTERS
- C. PLAYGROUND
- D. POND RESTORATION
- E. ENTRY SIGN
- F. DISC GOLF
- G. WILDFLOWER MASSES
- H. BRIDGE RESTORATION
- I. DRAINAGE IMPROVEMENTS
- J. PARKING
- K. STORAGE

## PHASE II LEGEND

- L. CANOE LAUNCH ACCESS
- M. CANOE LAUNCH
- N. CANOE LAUNCH TRAILS
- O. RESTROOM RESTORATION
- P. BMX PUMP TRACK
- Q. ARCHERY

## ADDITIONAL POTENTIAL USES:

- ARBORETUM and BIRDWATCHING
- FISHING AND SCOUTING GROUPS
- SMALL FESTIVALS
- FARMERS MARKET
- FOOD TRUCK RODEO
- GATHERINGS AND COMMUNITY EVENTS
- CONCERTS IN THE PARK
- YOGA

## PROPOSED MASTER PLAN

2021 Concept developed by Renta L/A



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

**October 27, 2025**

**To:** Jeff Downes, City Manager

**From:** Shane Ware, Police Chief

**Cc:** Rebecca Leavings, City Clerk  
Umang Patel, Court Director

**RE:** Public Hearing - Resolution Number 5600 - A Resolution approving the transfer of an alcohol license to Spice Zen Vestavia LLC., d/b/a The Local, located at 633 Montgomery Hwy, Vestavia Hills, Alabama, for on-premise sale of 020 - Restaurant Retail Liquor; Pallavia Sunkavalli and Kanti Kiran Sunkavalli, Executives.

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**Background:**

"The Local" is a restaurant located at 633 Montgomery Hwy, Vestavia Hills, Alabama. This request is to transfer the liquor license from JDHS LLC to Spice Zen Vestavia LLC.

**Recommendation:**

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

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

*sexual offenses or habitual alcohol related arrests.*

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

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

**Fiscal Impact:**

NA

**Attachments:**

1. Resolution 5600
2. ABC Application

**RESOLUTION NUMBER 5600**

**A RESOLUTION APPROVING ALCOHOL LICENSE  
FOR SPICE ZEN VESTAVIA LLC D/B/A THE  
LOCAL; PALLAVI SUNKAVALLI AND KANTI  
KIRAN SUNKAVALLI, EXECUTIVES**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Spice Zen Vestavia LLC d/b/a The Local, located at 633 Montgomery Hwy, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Pallavi Sunkavalli and Kanti Kiran Sunkavalli, executives.

**APPROVED and ADOPTED** this the 27th day of October, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20251008095421824**

**Type License: 020 - RESTAURANT RETAIL LIQUOR**

**State: County:**

**Type License:**

**State: County:**

**Trade Name: THE LOCAL**

**Filing Fee:**

**Applicant: SPICE ZEN VESTAVIA LLC**

**Transfer Fee: \$50.00**

**Location Address: 633 MONTGOMERY HWY VESTAVIA HILLS, AL 35216**

**Mailing Address: 633 MONTGOMERY HWY VESTAVIA HILLS, AL 35216**

**County: JEFFERSON Tobacco sales: NO**

**Tobacco Vending Machines:**

**Product Type:**

**Type Ownership: LLC**

**Book, Page, or Document info: 001-162-670**

**Do you sell Draft Beer?:**

**Date Incorporated: 11/13/2024 State incorporated: AL**

**County Incorporated: JEFFERSON**

**Date of Authority:**

**Federal Tax ID: 33-1945095**

**Alabama State Sales Tax ID: R012303508**

| <b>Name:</b>                           | <b>Title:</b> | <b>Date and Place of Birth:</b> | <b>Residence Address:</b>               |
|----------------------------------------|---------------|---------------------------------|-----------------------------------------|
| PALLAVI SUNKAVALLI<br>7965950 - AL     | MEMBER        | 06/10/1981<br>INDIA             | 2343 BLACKRIDGE DR<br>HOOVER , AL 35244 |
| KANTI KIRAN SUNKAVALLI<br>6674915 - AL | MEMBER        | 05/23/1979<br>NORTH CAROLINA    | 2343 BLACKRIDGE DR<br>HOOVER , AL 35244 |
|                                        |               |                                 |                                         |

**Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES**

**Does ABC have any actions pending against the current licensee? NO**

**Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO**

**Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO**

**Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES**

**Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO**

**Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO**

**Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO**

**Contact Person: MOLLIE BRUNSON CAMARA**

**Home Phone: 205-563-2773**

**Business Phone: 205-747-0286**

**Cell Phone: 205-563-2773**

**Fax:**

**E-mail: SUPPORT@PRECISEBUSINESSTAX.COM**

**PREVIOUS LICENSE INFORMATION:**

**Previous License Number(s)**

**Trade Name: HILLSIDE MUSIC AND QUE**

**License 1: 011954037**

**Applicant: JDHS LLC**

**License 2:**



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20251008095421824**

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

Name of Property owner/lessor and phone number: **WB CROW INVESTMENT COMPANY INC 205-251-7188**

What is lessors primary business? **REAL ESTATE**

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

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

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**

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

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

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

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

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

Building Dimensions Square Footage: **2562** Display Square Footage:

Building seating capacity: **82** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: **0 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

**Name:**

**Violation & Date:**

**Arresting Agency:**

**Disposition:**

|  |  |  |  |
|--|--|--|--|
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**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**

**Confirmation Number: 20251008095421824**



**Initial each**

MBC  
MBC

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

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

MBC

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

/

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

/

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

MBC

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

MBC

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

MBC

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

MBC

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Mollie Brunson Camara

Signature of Applicant:

Mollie Brunson Camara

Notary Name (print):

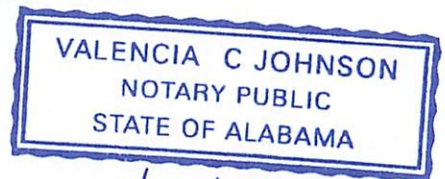
Valencia C Johnson

Notary Signature:

Valencia C Johnson

Commission expires:

4/22/26



Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
Confirmation Number: 20251008095421824



**NOTICE OF TRANSFER OF ABC LICENSED BUSINESS**

**NOTE: A Copy of Operating Agreement Must be Attached To Application**

**CURRENT LICENSEE:**

JDHS LLC  
Address: 633 MONTGOMERY HWY  
VESTAVIA HILLS, AL 35216  
Telephone: 205-747-0286

**NEW APPLICANT:**

SPICE ZEN VESTAVIA LLC  
Address: 633 MONTGOMERY HWY  
VESTAVIA HILLS, AL 35216  
Telephone: 205-747-0286

Current License No: 011954037

LICENSED PREMISES ADDRESS: 633 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

**THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.**

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

**THE CURRENT LICENSE WILL NOT BE RENEWED.**

WITNESS our hands and seals on this the 9th day of October, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Mollie Brunson Camara  
Print Name: Mollie Brunson Camara  
Title: POA

Mollie Brunson Camara  
Print Name: Mollie Brunson Camara  
Title: POA

WITNESS: (By ABC Enforcement)  
Revised 9/08

[Signature]



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

**October 27, 2025**

**To:** Jeff Downes, City Manager

**From:** Michael Swann, Building Maintenance

**Cc:** Lori Beth Kearley, Public Services Director  
Rebecca Leavings, City Clerk

**RE:** Resolution Number 5601 - A Resolution to declare certain personal property as surplus and authorize the City Manager to sell/dispose of said property.

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**Background:**

Exhibit A:

Please request that the City Council deem the following vehicles as surplus at the next meeting and authorize the City Manager to sell/dispose of said vehicles.

- (1) 2003 Freightliner; Mileage - 45,518; VIN - 1FVABTBV63HK71499
- (2) BigTex Large Equipment Trailer

**Recommendation:**

na

**Fiscal Impact:**

na

**Attachments:**

1. Resolution 5601

## **RESOLUTION NUMBER 5601**

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

#### **WITNESSETH THESE RECITALS**

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5601 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 27<sup>th</sup> day of October, 2025.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk