



**Vestavia Hills
City Council Agenda
September 11, 2023
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - David Phillips, Senior Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation - Constitution Week - September 17-23, 2023
8. City Manager's Report
9. Councilors' Reports
10. Approval Of Minutes - August 28, 2023

Old Business

New Business

11. Ordinance Number 3193 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an Automatic Aid Agreement between Vestavia Hills Fire Department and Hoover Fire Department
12. Ordinance Number 3194 - An Ordinance accepting a bid for "inside the fences" athletic field maintenance and authorizing the Mayor and City Manager to execute and deliver any documents needed to secure said services

New Business Requesting Unanimous Consent

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

13. Public Hearing - Ordinance Number 3189 - Annexation - 90 day final - 3512 Valley Circle; Lot 4, Block 2, Dolly Ridge Estates, 2nd Add; David Pace, Owner

14. Public Hearing - Ordinance Number 3190 - Rezoning - 3512 Valley Circle; Lot 4, Block 2, Dolly Ridge Estates, 2nd Add; Rezone from Jefferson County E-2 to Vestavia Hills R-1; David Pace, Owner
15. Public Hearing - Ordinance Number 3192 - Rezoning - Portion of 2551 and 2553 Rocky Ridge Road; Rezone from Jefferson County R-G (garden homes) and Court Ordered Vestavia Hills O-1 (office park district) to Vestavia Hills O-1 (office park district) for construction of an office building; Taylor Burton, Owner
16. Public Hearing - Ordinance Number 3191 - Annexation - 90-day final - Portion of 2553 Rocky Ridge Road; Taylor Burton, Owner
17. Citizens Comments
18. Time Of Adjournment

PUBLIC HEARING PROCEDURES

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

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

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

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

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

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

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

WHEREAS, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

WHEREAS, it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to effectively support it, preserve and defend it against all enemies; and

WHEREAS, the 236th anniversary of the signing of the Constitution provides a historic opportunity for all Americans to remember the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities they afforded us in this unique document; and

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 17 - 23, 2023 as

CONSTITUTION WEEK

in the City of Vestavia Hills, Alabama, and urge our citizens to pay special attention to our Federal Constitution and the advantage of American citizenship.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Vestavia Hills to
be affixed this the 11th day of
September 2023.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

AUGUST 28, 2023

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk
Jason Hardin, Acting Police Chief
Marvin Green, Fire Chief*
Lori Beth Kearley, Public Works Director
Taneisha Tucker, Library Director
Jamie Lee, Director of Parks & Leisure Services*
Umang Patel, Court Director*
**present virtually via Zoom or telephone*

Tom Bryson, Vestavia Hills Chaplain, offered the invocation followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

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

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

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

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mrs. Cook stated that the Vestavia City Board of Education held their first budget hearing today beginning at 4 PM. The next will be September 11th in which persons may submit questions they have regarding the proposed budget.
- Mr. Pierce welcomed Jamie Pursell and Sandra Cleveland who were present representing the Chamber of Commerce Board.
- The Mayor announced an upcoming vacancy on the Board of Zoning Adjustment which is a 3-year term. He stated that interested candidates should provide a letter of interest and resume to the Mayor's office via mail. Deadline for application is Monday, September 18, 2023 at 5 PM. Anyone interested should submit a letter of interest and a resume to his office in care of Joanie Alfano.
- Mr. Weaver announced a "shred and recycle day" to be held on September 9 for shredding and household hazardous waste disposal. Details are on the City website and social media.

PROCLAMATION – GYNECOLOGIC CANCER AWARENESS MONTH

The Mayor presented a proclamation designating the month of September as "Gynecologic Cancer Awareness Month." Mr. Downes read the proclamation aloud and the Mayor presented it to Dr. Alice Laurendine, a cancer survivor, and Betsy Fetner, Program Director, Laura Crandall Brown Foundation.

The Mayor stated that raising awareness of this is the key.

Dr. Laurendine stated that making people aware of what these women go through helps others with awareness and the need to get checked. She stated she has fought and beaten cancer twice and, after 15 years of remission, the cancer has returned. This time, she indicated that she's getting a lot of reactions from the medications to fight the cancer. However, she's begun a new experimental therapy to help those who cannot take chemo. It specializes in building up immunities to fight the cancer. So far, she reported, the cancer has responded to this treatment. She encouraged everyone to pay attention to the symptoms and stay active in prevention.

Mrs. Fetner stated that raising awareness is their primary goal. She explained about the support of mentor programs, etc., and other works of the foundation at www.thinkofLaura.com.

CITY MANAGER'S REPORT

- Mr. Downes welcomed a new employee to the City who began work today. Ethan Fisher, a professional engineer. Ethan has been a consultant many times on City projects and will be a great addition. He stated that he is happy to report that the City now has three professional engineers on staff.

- Mr. Downes stated that they have identified a major sinkhole and a major pipe failure on Cahaba Heights Road and this will take a major effort to repair quickly. The location is near Cahaba Cycles and there is funding in this year's budget. The Public Works Director is working on a traffic reroute because the road will have to be shut down for a few days. Communication has begun to alert the area businesses of the road closure. This needs immediate attention and work should begin within the next two weeks. Mrs. Kearley stated that there are connection boxes on each side of the broken pipe and they believe that the work can be limited to the area between the boxes and is isolated. Discussion ensued that the estimate is \$43,000 which can be repaired without the need to bid. Mrs. Kealey stated she believes the pipe deteriorated and separated from the box.

COUNCILOR REPORTS

- Mrs. Cook stated that there were many things discussed at the School Board's budget meeting this afternoon including the need for HVAC repairs for which there is limited funding. The Board will do what they can to complete the most urgent HVAC repairs, but they do have to stay within their means. She encouraged everyone to carefully pay attention to priorities and constraints of the budget and to review the videos of the budget meetings. The Board President mentioned a developing program that would allow individuals and/or private groups to fund special projects which they find to be important.
- Mr. Pierce stated he attended a meeting of local merchants discussing formation of additional merchants' associations within the city. He said stronger communications among merchant groups and cooperation with the Chamber will help economic growth in the city.
- Mayor Curry stated that the city will host our next Veterans Day festivities on the Sunday prior to Veterans Day in an effort to get more veterans and their families to attend. More details will be provided closer to that date.
- Mr. Weaver stated that the Planning and Zoning Commission will meet in regular session on September 14 beginning at 6 PM.

FINANCIAL REPORTS

The Financial reports for the month ending July 2023 were presented by Mr. Downes as Mr. Turner and Mr. Clifton were absent due to illness. He read and explained the balances.

APPROVAL OF MINUTES

The Mayor asked for a motion to approve the minutes of the August 14, 2023, (regular meeting).

MOTION: Motion to approve the minutes for the August 14, 2023 (regular meeting). as presented was made by Mr. Weaver and seconded by Mrs. Cook. Roll call vote as follows:

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

OLD BUSINESS

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

ORDINANCE NUMBER 1595-A

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

MOTION Motion to approve Ordinance Number 1595-A was made by Mr. Pierce and seconded by Mrs. Cook.

Mr. Weaver stated that this ordinance changes and corrects an error in the legal description of a property adopted and approved Ordinance in 1999 for the Columbiana Crossing Shopping Center. He indicated nothing else changes, but the Ordinance is just to correct the error.

The Mayor opened the floor for a public hearing.

David Byron, 2249 White Way, asked if this changes any of the current uses of the shopping center.

Mr. Weaver stated that it does not change any uses and is compatible with the previous County zoning classification dating back to the property prior to annexation.

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

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

ORDINANCE NUMBER 3187

Public Hearing - Ordinance Number 3187 - Ordinance Number 3187 – An Ordinance approving and adopting the final 10% of the fiscal year 2023 budgets for the City of Vestavia Hills

MOTION Motion to approve Ordinance Number 3187 was made by Mr. Pierce and seconded by Mr. Weaver.

Mr. Downes explained that this approves the final 10% of the budgets from the current fiscal year. He stated that this is a statutory requirement.

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

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

ORDINANCE NUMBER 3188

Public Hearing - Ordinance Number 3188 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2023 Until September 30, 2024

MOTION Motion to approve Ordinance Number 3188 was made by Mr. Pierce and seconded by Mr. Weaver.

Mr. Downes explained that this approves the new FY24 budgets which were discussed in detail at the work session last Monday.

Mr. Pierce stated that although this is a large budget, the City should be celebrating as there were some budgets just a few years ago that needed to be cut in nearly every department. He applauded the City and the local businesses for the ability to adopt this budget.

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

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

RESOLUTION NUMBER 5473

Public Hearing - Resolution Number 5473 - A Resolution Authorizing An Increase In Salary And Wages And Adoption Of New Pay Plans For Employees

MOTION Motion to approve Resolution Number 5473 was made by Mrs. Cook and seconded by Mr. Weaver.

Mr. Downes explained that the previously approved budget allows for some market-based adjustments for the Fire and Police Departments to bring their pay to a market rate. Other employees are due a 4% cost-of-living adjustment to keep up with the pace of inflation. Also, the second of a three-step premium for valued senior employees that had been topped out.

Mrs. Cook stated that the City is fortunate to have such long-term leaders among our staff and that the raises will help with retention.

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

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

NEW BUSINESS

RESOLUTION NUMBER 5475

Resolution Number 5475 - A Resolution Granting Alabama Power Company a utility easement for electrical services to provide for construction of a pedestrian bridge over Highway 31

MOTION Motion to approve Resolution Number 5475 was made by Mr. Pierce and seconded by Mr. Weaver.

Mr. Downes explained that this is in preparation for the long-awaited pedestrian bridge. He reminded the Council that the project was bid before, but the Council rejected that bid due to excessive out-of-budget cost. This Resolution helps with utility relocation.

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

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

- None

CITIZEN COMMENTS

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:34 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



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

September 11, 2023

To: Jeff Downes, City Manager

Cc: Marvin Green, Fire Chief
Ryan Farrell, Asst. Fire Chief

From: Steven Michael

RE: Ordinance Number 3193 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an Automatic Aid Agreement between Vestavia Hills Fire Department and Hoover Fire Department

Background:

Vestavia Hills Fire Department currently has Automatic Aid Agreements with several of our surrounding Fire Departments. This agreement is a continuation of our efforts to provide the highest level of service to our residents. This agreement has been reviewed by legal counsel and has been recommended for approval. (see attached letter)

Recommendation:

The Fire Department recommends approval of the agreement

Fiscal Impact:

N/A

Attachments:

1. Ordinance 3193
2. VestaviaAAA2023
3. PH Boone Legal Opinion to Chief Green May 5, 2023

ORDINANCE NUMBER 3193

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AUTOMATIC AID AGREEMENT WITH THE CITY OF HOOVER

WHEREAS, the Vestavia Hills Fire Department operates under Automatic Aid Agreements with several nearby Fire Departments; and

WHEREAS, the Fire Chiefs of Vestavia Hills and Hoover have agreed that an Automatic Aid Agreement (“Agreement”) is needed in order to enhance services to both municipalities; and

WHEREAS, the Agreement is marked as Exhibit A, a copy of which is attached to and incorporated into this Ordinance Number 3193 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the Mayor and City Manager to execute and deliver said Agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver the attached Automatic Aid Agreement with the City of Hoover; and
2. A copy of said agreement shall be maintained in the Office of the City Clerk; and
3. This Ordinance Number 3193 shall become effective upon approval and posting/publication pursuant to Alabama Law.

ADOPTED and APPROVED this the 11th day of September, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTER-JURISDICTIONAL AUTOMATIC AND MUTUAL FIRE AND EMS AID AGREEMENT

This agreement (hereinafter referred to as "Agreement") is entered into on the date of execution of the last party hereto ("Effective Date"), by and between the City of Vestavia Hills, Alabama, a municipal corporation organized under the laws of the State of Alabama, through its Fire and Rescue Service (hereinafter referred to as "VHFD"), and the City of Hoover, Alabama, a municipal corporation organized under the laws of the State of Alabama, through its Fire and Rescue Service, (hereinafter referred to as "HFD").

W I T N E S S E T H:

WHEREAS, the City of Vestavia Hills presently maintains and operates the Vestavia Hills Fire Department with firefighting equipment and firefighting personnel and operates an emergency communications center for receiving and dispatching fire and rescue alarms, and

WHEREAS, the City of Hoover presently maintains and operates the Hoover Fire Department with firefighting equipment and firefighting personnel and utilizes the City of Hoover's emergency communications center for receiving and dispatching fire and rescue alarms, and

WHEREAS, Chapter 11-102 of the *Code of Alabama*, 1975, provides that a municipality may enter into a written contract, not to exceed three years, with any one or more municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually, which contract may be renewed for an additional three years upon mutual consent, and must be approved by the municipal governing body by an ordinance of general permanent operation, and

WHEREAS, Act 1969-916 of the Acts of Alabama authorizes Jefferson County and the municipalities, other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein, and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the parties in times of emergency or disaster.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the other under the following stipulations, provisions and conditions:

1. **Purpose of Agreement.** To provide reciprocal fire and rescue assistance on a first response basis utilizing the nearest units to the incident of either party and to otherwise assist when fire or accidents are too great to be dealt with unassisted. Both parties agree to provide each other with the following types of aid.

- (a) *Mutual aid* – described in Section 2 of this document and defined as responding to a call for assistance where the call for aid is a result of the requesting agency making a formal request for aid via its emergency communications center.
- (b) *Automatic aid in a specific area* – described in Section 3 of this document and defined as responding automatically to any emergency call in a defined area. Automatic aid areas will be loaded into each agency's E911 database so as to generate an automatic response.

2. Request for Assistance; Response to Mutual Aid Requests. The intent of "mutual aid" is to increase the efficiency of life-saving services to the citizens of both the City of Vestavia Hills and the City of Hoover in times of emergency or disaster. Subject to this Section 2, mutual aid shall be provided by one party to the other party within the city limits of the City of Hoover or the City of Vestavia Hills, as applicable. In requesting mutual aid from VHFD, HFD shall request emergency fire and rescue assistance from VHFD only through the Shelby County E911 Dispatch Center. In requesting mutual aid from HFD, VHFD shall request emergency fire and rescue assistance from HFD only through HFD's E911 Communications Center.

The equipment and personnel of the assisting agency will be dispatched upon request, provided however, the amount of equipment and personnel dispatched by the assisting agency shall be at the discretion of the assisting agency consistent with the public safety within the assisting party's area of primary responsibility and the aims and purposes of the Agreement. The minimum response will be one (1) engine company or quint apparatus, for fire and non-EMS type calls and (1) Alabama Department of Public Health – Office of EMS (ADPH/OEMS) approved Advanced Life Support (ALS) apparatus either engine, quint or rescue for EMS type calls, provided however, should the responding agency be involved in an emergency operation at the time of receiving the request for assistance from the requesting agency, the response may be delayed until such time as the responding agency is able to make an additional commitment. In the event that the assisting agency becomes aware of an emergency within their primary area of responsibility, then the assisting agency may, upon coordination with the ranking Commanding Officer of the requesting agency, recall whatever equipment and personnel as may be needed to meet the needs of the assisting agency in its area of primary responsibility.

3. Response to Automatic Aid Calls. In addition to specific requests for mutual aid assistance, both VHFD and HFD will respond to incidents located in an area identified as the "automatic aid response zone." The automatic aid response zone shall be an area limited addresses listed in a memorandum of understanding that are either located within the city limits of Hoover or the city limits of Vestavia Hills. Such memorandum of understanding shall be in writing and agreed upon and signed by the fire chiefs of both parties hereto.

When an incident is reported to either the VHFD or HFD and the incident is located in the automatic aid response zone, the agency receiving the report shall notify the other agency as soon as possible after dispatching its first responding units. Deployment of first responding units

by both VHFD and HFD in the automatic aid response zone shall consist of one (1) engine company or quint apparatus, for fire and non-EMS type calls and (1) Alabama Department of Public Health – Office of EMS (ADPH/OEMS) approved Advanced Life Support (ALS) apparatus either engine, quint or rescue for EMS type calls.

4. **Officer-in-charge.** The assisting party shall be subject to the orders and directions of the officer-in-charge of the operation having responsibility in the area where the emergency exists while the assisting party is within such area. If the assisting unit is outside its jurisdiction, the officer-in-charge of the first arriving assisting unit shall take command of the situation until relieved by the authority having jurisdiction.

5. **Duties and Level of Service.** No department, officer or employee of either party to this Agreement shall perform any function or service not within the scope of the duties of such department, officer, or employee in performing the same kind of services within their respective jurisdiction. Rendition of service (subject to number 4 above), standard of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain with VHFD and HFD, respectively.

Disputes or disagreements as to the level of services and standards of performance required of either party shall be reported to both the VHFD Fire Chief and the HFD Fire Chief, respectively. The decision of the VHFD Fire Chief shall be final and conclusive as to the level of services or standards of performance by the VHFD. The decision of the HFD Fire Chief shall be final and conclusive as to the level of services or standards of performance by HFD.

6. **Employee Status.** Persons employed by the City of Vestavia Hills or the City of Hoover, in the performance of services and functions pursuant to this Agreement, shall have no claim to pension, worker's compensation, unemployment compensations, civil service or any other employee rights or privileges granted by operation of law or otherwise by the other entity to its officers and employees.

7. **Liabilities and responsibilities of Parties.**

- (a) The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- (b) Except as otherwise provided by law and as limited by this Agreement between the parties, VHFD and HFD shall have the full power and authority to act within the jurisdictions of the other to the extent necessary to carry out the purposes of this Agreement.

- (c) The parties hereto and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party of its respective officers and employees.
- (d) All liability for injury to personnel, and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment and all parties shall provide sufficient insurance to cover all such liabilities.
- (e) All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to this Agreement.
- (f) VHFD shall not be held liable for the actions or inactions of HFD during emergency responses, including, but not limited to, HFD not responding to incidents after being notified by VHFD. Nor shall HFD be held liable for the actions or inactions of VHFD during emergency responses, including, but not limited, to VHFD not responding to incidents after being notified by HFD.
- (g) Neither party to this agreement shall have any power to incur any debt which shall become the responsibility of the other contracting party. The cost of gasoline and other expendable supplies for continued operation shall be the responsibility of the party to which such equipment and supplies relate.
- (h) All compensation for personnel shall be borne by the party employing such personnel.

8. Procedures of Operation to Implement the Agreement.

- (a) Minimum aid provided by each department to the other will consist of one (1) engine company or quint apparatus, for fire and non-EMS type calls and (1) Alabama Department of Public Health – Office of EMS (ADPH/OEMS) approved Advanced Life Support (ALS) apparatus either engine, quint or rescue for EMS type calls, within the parameters of Section 2 hereof.
- (b) An Incident Command System shall be implemented and used by each party to this agreement to provide for a clear transfer of command and command responsibility at the scene where emergency response aid is being rendered.
- (c) Each Fire Department subject to this Agreement shall be trained to meet or exceed ISO guidelines.

(d) Each party to this Agreement shall make and implement all plans necessary to effectively and efficiently carry out the Agreement.

9. **Term of Contract.** The term of this Agreement shall begin on the Effective Date and shall remain in effect for three (3) years unless terminated by mutual written agreement of both parties. Provided, however, either party may terminate said Agreement by giving at least thirty (30) days written notice to the other party listed below.

Chief M. D. Green
Vestavia Hills Fire Department
City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Chief K.C. Bentley
Hoover Fire Department
City of Hoover, Alabama
2020 Valleydale Road, Suite 201
Hoover, Alabama 35244

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

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

12. **Effective Date.** This Agreement shall not take effect until it has been approved by the governing body of each of the contracting entities. Approval by a city shall be by adoption of a resolution or ordinance of general and permanent operation.

13. **Authorization.** Each party to this Agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.

14. **Additional Terms.** Additional terms provided in **Exhibit A** to this Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officer on the dates set forth below.

CITY OF VESTAVIA HILLS, ALABAMA

Printed Name: Jeff Downes

Its: City Manager

Date: _____

Printed Name: Ashley Curry

Its: Mayor

Date: _____

CITY OF HOOVER, ALABAMA

Frank V. Brocato, Mayor

Date: _____

Exhibit A

Additional Terms

1. Reserve Apparatus

- a. **Purpose.** HFD and VHFD will loan a reserve engine, ladder/quint or medical transport apparatus to the other in the event the need arises so long as the loaning department has such equipment available for loan.
- b. **Responsible Parties.** In the event that equipment is loaned to the other party pursuant to this Agreement, the receiving party agrees to indemnify and hold the loaning party harmless from any and all claims and liabilities of any kind and nature (including attorneys' fees and court costs) that arise due to the loaning of the equipment. VHFD or HFD shall not be held liable for the actions or inactions during emergency responses in each respective response area using the loaned equipment and that all liability for injury to personnel resulting from the use of the loaned equipment and for loss or damage of equipment shall be borne by the party employing such personnel. All parties shall provide sufficient insurance to cover all liabilities in the amount as determined by the loaning party at the time of the equipment loan. The receiving party will provide the loaning party with a certificate of insurance in such amount and list the loaning party as an additional insured thereon. The indemnification provided herein shall survive the termination or expiration of this Agreement.

Exhibit B

Hoover Fire Department Advanced Life Support Transport Policy EMS 103

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
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TELEPHONE (205) 324-2018
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E-Mail: patrickboone@bellsouth.net

May 5, 2023

By Electronic Mail

Fire Chief Marvin Dwayne Green
Vestavia Hills Fire Department
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Inter-Jurisdictional Automatic and Mutual Fire and EMS Aid Agreement
Between the Cities of Vestavia Hills and Hoover

Dear Chief Green:

On April 18, 2023, you sent to me via electronic mail an Inter-Jurisdictional Automatic and Mutual Fire and EMS Aid Agreement between the City of Vestavia Hills and the City of Hoover ("Agreement") with a request that I review the Agreement and provide you with my written legal opinion. The purpose of this letter is to comply with you request.

I. APPLICABLE ALABAMA LAW

A. Joint agreements between two different municipalities are permitted under Alabama law by Title 41-16-50(b), *Code of Alabama, 1975*, and also by Title 11-102-1, *Code of Alabama, 1975*.

B. Alabama law authorizes municipalities to allow its Fire Department to operate beyond its corporate limits by virtue of Title 11-43-141, *Code of Alabama, 1975*.

C. Alabama law at Title 11-43-142, *Code of Alabama, 1975*, permits municipalities in Alabama to enter into contracts to provide fire services outside the corporate limits.

D. Alabama law at Title 11-80-9, *Code of Alabama, 1975*, permits municipalities to provide assistance to other municipalities during a disaster.

E. Employees of the Vestavia Hills Fire Department will continue to have discretionary function immunity under *Ex Parte Cranman*, 792 So.2d 392 (2000); *City of Birmingham v. Brown*, 969 So.2d 910 (2007); and *Ex Parte Gilland*, 274 So.3d 976 (2018).

F. The Vestavia Hills Fire Department employees will continue to have state agent immunity under the sovereign immunity statute at Title 36-1-12, *Code of Alabama*, 1975.

II. MY RECOMMENDATIONS

A. The letters "RRFD" in Section 15 on page 6, in my opinion, should be amended to read "VHFD."

B. I recommend that the signature page include lines for both the Mayor and City Manager for the City of Vestavia Hills to sign the Agreement if first approved by the City Council.

III. APPROVAL, EXECUTION AND DELIVERY OF THE AGREEMENT

Since the contract is between the municipalities of Vestavia Hills and Hoover, Alabama, it must be approved by both City Councils. I base my legal opinion upon the following Alabama legal authorities:

A. Title 11-40-1, *Code of Alabama*, 1975, declares municipalities corporate and gives them the power to contract and be contracted with.

B. The Alabama Open Meetings Act set forth at Title 36-25A-7(a)(7), *Code of Alabama*, 1975, provides that the material terms of a contract shall be disclosed in a public meeting prior to the execution of the contract.

C. Only the City Council by the enactment of an ordinance or resolution can authorize and direct the execution and delivery of a contract for and on behalf of the municipality (*Van Antwerp, et al v. Board of Commissions of City of Mobile, et al*, 217 Ala. 201, 115 So. 239 (1928); and *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011)).

D. Title 11-47-5, *Code of Alabama*, 1975, reads as follows:

"Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for ordinary needs of the municipality."

E. Title 11-43-21(b)(7), *Code of Alabama, 1975*, requires the City Manager to sign all lawful contracts on behalf of the municipality and reads as follows:

“(b) The City Manager shall have the power and it shall be his duty:...

(7) To make and execute all lawful contracts on behalf of the municipality as to matters within the jurisdiction; provided, that no contract, purchase or obligation involving more than \$100.00 shall be binding until after the approval by the governing body.”

F. Title 11-43A-48, *Code of Alabama, 1975*, provides that all contracts for the City of Vestavia Hills shall be made and approved by ordinance and signed in the name of the City of Vestavia Hills by the Mayor and countersigned by the City Manager.

IV. SUMMARY

If the City Council approves the renewal of the Agreement between the Cities of Vestavia Hills and Hoover, then in such event the City of Vestavia Hills will have such agreements with the City of Mountain Brook, Rocky Ridge Fire District and the City of Hoover.

V. LEGAL OPINION

From a legal standpoint, I approve the Agreement; provided, however, that the Agreement includes my recommendations set forth in Section II of this legal opinion.

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

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



**CITY OF VESTAVIA HILLS
PARKS & RECREATION
INTER-DEPARTMENT MEMO**

September 11, 2023

To: Jeff Downes, City Manager

Cc:

From: Jamie Lee

RE: Ordinance Number 3194 - An Ordinance accepting a bid for "inside the fences" athletic field maintenance and authorizing the Mayor and City Manager to execute and deliver any documents needed to secure said services

Background:

Invitations for bid for "inside the fence" athletic field maintenance were sent and public read on August 23, 2023. One bid was received by Specialty Turf Supply, Inc., at a cost of \$346,900 per year. The contract is for a period of three years.

Recommendation:

Recommendation to award the contract to Speciality Turf Supply, Inc.

Fiscal Impact:

Funded as a general fund maintenance contract expense.

Attachments:

1. Ordinance 3194
2. Specialty Turf

ORDINANCE NUMBER 3194

**A RESOLUTION ACCEPTING A BID FOR “INSIDE THE FENCE”
RECREATIONAL FIELD MAINTENANCE FOR THE CITY OF
VESTAVIA HILLS**

WHEREAS, on August 23, 2023 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for “inside the fence” recreational field maintenance for the City of Vestavia Hills for a 3-year period with only one bid submitted; and

WHEREAS, the Parks and Leisure Services Director has reviewed the bid, detailed it in an Interoffice Memorandum to the City Manager dated August 30, 2023 and recommended acceptance of the bid submitted by Specialty Turf Supply. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Ordinance Number 3194 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Parks and Leisure Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Specialty Turf Supply as detailed in attached Exhibit A and recommended by the Parks and Leisure Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement; and
3. This Ordinance Number 3194 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of September, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Submission of Bids:

Submission of a bid for this service shall include the following:

- Original Invitation for Bid complete with notary (one original and one duplicate copy);
- Equipment List; (2 copies)
- References (2 copies)
- Bid Sheet (2 copies)
- Acknowledge of Addendum #1

INVITATION TO BID

CITY OF VESTAVIA HILLS 1032 MONTGOMERY HIGHWAY VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF
VESTAVIA HILLS ON August 16, 2023
AT 10:00 AM. BIDS TO BE TURNED IN NO
LATER THAN 10:00 AM ON THIS DATE.

DATE: July 20, 2023
BID: Athletic Field Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

NAME OF COMPANY: Specialty Turf Supply Inc.
PRICE*: \$ 346,900.00 / year WARRANTY: _____
DELIVERY DATE: Oct.
BIDS GOOD THROUGH**: 60 Days

*See Specifications Enclosed.

**All bids must be good for a minimum of 60 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

Sworn and Subscribed before me
this the 23rd day of August,
2023.

Audrey Thomas

AUDREY THOMAS
NOTARY PUBLIC
MY COMMISSION EXPIRES
AUGUST 30, 2026

FIRM Specialty Turf Supply
BY Michael Hill
ADDRESS 1449 Panorama Drive
Bham AL 35216
PHONE 205 337-8248
DATE 8/23/23

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE CITY CLERK, PHONE (205) 978-0131.

Rebecca Leavings
Rebecca Leavings, Purchasing Agent

ADDENDUM NUMBER 1

Field Maintenance Bid

- 1) The work described in the Field Maintenance Bid is a “public works project” pursuant to Title 39-2-1(6), *Code of Alabama, 1975*. Alabama law at Title 39-1-1, *Code of Alabama, 1975*, requires that the Contractor provide a Performance Bond in the amount of 100 percent of the Contract price and the Payment Bond in the amount of 50 percent of the contract price. As such, the successful bidder will be required to submit a Performance Bond in the amount of 100% of the yearly bid, and a Payment Bond in the amount of 50% of the yearly bid with the execution of the contract.
- 2) The Bid Opening Date has been rescheduled to Wednesday, August 23, 2023 at 10 AM in the Executive Conference Room, 1st Floor, City Hall; 1032 Montgomery Highway, Vestavia Hills AL 35216

End of Addendum #1

***Addendum Acknowledgement: I, Michael Hill,
hereby acknowledge this Addendum #1 and the addition of this requirement for
the successful bidder.

Signed: A. Hill

**to be submitted with the bid.*

Bid Sheet

Wald Park

3 synthetic turf diamonds of various sizes

Annual Cost \$ 15,000

Cahaba Heights

4 synthetic turf diamonds of various sizes

Annual Cost \$ 15,900.00

Liberty Park

9 natural turf diamonds of various sizes

5 natural turf rectangular fields of various sizes

Annual Cost \$ 258,000

Central Elementary School Field

Rectangular Field with natural turf

Annual Cost \$ 24,500.00

SHAC

11 acres of synthetic turf primarily used for soccer, lacrosse and football

Annual Cost \$ 25,000

Bonds \$ 8500.00

Equipment List

Please list all equipment (make, model, and year) to accomplish mowing, fertilizing, top dressing, aerating, grooming, and any other tasks associated with this bid.

[illegible]

References

Name	Birmingham United Soccer Ass.
Address	
Address	Andrew
Address	
Phone	
Email	andrew@birminghamunited.com

Name	Trussville United Soccer Ass.
Address	
Address	John Pate 205 617 6416
Address	
Phone	
Email	jpate@trussville-unitedsoccer.com

Name	Brianwood Christian School
Address	
Address	Joy Mathews
Address	
Phone	
Email	jmathews@bcsk12.org

The City of Vestavia Hills is requesting bids to maintain all athletic field surfaces (also referred to as “inside the fences”). The City requests the following at a minimum:

- All surfaces shall be free of all weeds. This includes outlying areas around all synthetic turf fields that lie “inside the fences”.
- All surfaces shall be free from any uneven play areas.
- All grass surfaces must be cut with a reel mower.
- Grade differentials between the skinned infield and surrounding grass areas and the warning track will be eliminated and have a clean turf edge on the same grade as infield.
- Preparation of fields on a day-to-day basis for practices and games to include all materials related to painting and/or chalking the fields, as needed, for play or practice.
- Ability to prepare fields on short notice following weather events.
- On days when there are more than two (2) games on a field for diamond sports, fields must be prepared again following the 2nd game and after each additional two (2) game set, as time allows on the schedule.
- Maintenance of all of the synthetic turf fields to the industry standard at SHAC, Cahaba Heights and Wald Park. This includes, but is not limited to:
 - Regular surface brushing, raking and sweeping. At least one time, at a minimum, per month (January 15th – June 15th, August 1st – November 1st)
 - Regular inspection of all line markings and seams
 - Redistribution and refill of turf rubber pellets
- Identify, continuously control and/or eradication of all fungus, insects, rodents, and any other diseases.
- Overseeding of all grass fields on an annual basis.
- Aerification of all grass fields a minimum of one time annually.
- Routine maintenance of the irrigation systems on the fields, to include troubleshooting and routine replacement/repairs of the system. Cost of replacement parts will be the responsibility of the City.
- Maintenance of the bases, pitching rubbers, and home plates, to include replacing as necessary. Cost of replacement parts will be the responsibility of the City.
- The lights, fences and gates will remain the responsibility of the City of Vestavia Hills.

* These are recommended standards. Alternates will be accepted with justification.

The bids should be for the time period beginning October 1, 2023 through September 30, 2026.

Bids will be studied to determine the best partner for the City of Vestavia Hills. The City has the right to reject a submitted bid.

Minimum qualifications:

- Must have a General Contractor’s license with the State of Alabama and must obtain a City of Vestavia Hills business license.

- Should have at least two personnel with Bachelor Degree in Turf Management, Agronomy, or related field; Master's Degree preferred.
- Must have current experience with a minimum of three municipal parks.
- Must be able to dedicate two personnel, at a minimum, at Liberty Park baseball/softball fields on weekends for a minimum of six hours, per day, during the months of February through June.
- Must have possession of, or available to them, all vehicles, devices, hand tools, and other equipment and supplies necessary to perform the work as outlined in the above specifications.

Specifications for Field Maintenance

1. Scope of Services

To provide all supervision, labor, equipment and services required to perform all Athletic Field Maintenance for the City of Vestavia Hills Parks and Leisure as specified herein.

2. Qualification of Bidders

- a) Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of lawn maintenance services. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City of Vestavia Hills, the contracting agency, may require proof of these qualifications.
- b) All bidders should have at least two personnel with Bachelor Degrees in Turf Management, Agronomy, or a related field. A Master's Degree would be preferred.
- c) All bidders should have current experience with a minimum of three municipal parks.
- d) All bidders must be able to dedicate at least two personnel, at a minimum, at Liberty Park baseball/softball fields on weekends for a minimum of six hours per day during the months of February to June. These days and times would be predicated on regularly scheduled athletic events and/or tournament play.
- e) All bidders must provide three references on the reference page.
- f) All bidders must have in their possession, or available to them by formal agreement at the time of bidding, vehicles, devices, tools, and other equipment and supplies which are necessary to perform the work as outlined in these specifications (please provide equipment list on the equipment page).

3. Safety Standards

- a) All equipment to be used, and all work to be performed, must be in full compliance with the most current safety requirements for performing this type of work.
- b) The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

4. Discontinuance of Work

Any practice obviously hazardous, as determined by the contracting agency, shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

5. Observance of Laws, Ordinances and Regulators

The contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

6. Protection of Underground Utilities

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractor's operations.

7. Addition or Deletion of Areas

The contracting agency reserves the right to change, add or delete areas for athletic field maintenance services. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual field maintenance contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved athletic field maintenance service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

8. Work Schedule

Unless authorized by the contracting agency, the contractor will schedule the work during typical work hours for related services.

9. Licenses and Permits

The contractor shall, at his expense, procure all necessary licenses and permits needed to contract.

10. Subcontracts

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

11. Execution of the Contract

The successful bidder shall, upon notification of selection as the successful bidder, enter into contract with the contracting agency and shall simultaneously provide the appropriate bonds, indemnities and insurance required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties. The contractor shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the contracting agency.

12. Supervision

This contract will be under the direct supervision of the contracting agency. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and contracting agency and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

13. Work Crew Supervision

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the contracting agency. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury or safety hazard.

14. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

15. Contract Termination

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed up to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

16. Insurance

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
 - i) \$500,000 for any one-person occurrence
 - ii) \$1,000,000 for any one occurrence
- b) For damage to property not belonging to the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 for any one accident
 - ii) \$1,000,000 aggregate amount
- c) For personal injuries including death and/or for damages to property not belonging to the contractor or his subcontractors caused by automotive equipment or used by the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 personal injury per person per occurrence
 - ii) \$1,000,000 personal injury per occurrence
 - iii) \$500,000 property damage per accident
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
 - i) \$500,000 employer's liability per person

Such insurance shall be placed with an insurer acceptable to the contracting agency and the policies shall provide notice by the insurer to the contracting agency of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

17. Additional Insureds

18.

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

- a) The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, the Vestavia Hills Park and Recreation Board, and its appointed Board members shall be named as additional insured for claims caused in whole, or in part, by the Contractor's negligent acts or omissions during the Contractor's operations; and
- b) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
- c) Contain no exclusions of the additional insureds relative to job accidents; and
- d) The policies must be on an "occurrence" basis.

19. Crew Information

- a) Crews will be dressed neat. Shirts shall be worn at all times.
- b) Courtesy to persons utilizing City facilities is required at all times.
- c) Breaks will be taken individually, at the discretion of the Supervisor.
- d) All refuse from lunches and breaks will be disposed of immediately.
- e) The contractor shall properly supervise its employees at all times during the work performed by the contractor. The City shall have the right to direct what work shall be performed and when. However, the contractor shall determine and decide the methodology of the work.

20. Equipment

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the contracting agency. The contracting agency reserves the option to demand replacement of any equipment which in its opinion has a poor operational record.
- b) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- c) Equipment can be stored on City property with consent of City; however, the City will not be responsible for any damage to stored equipment.
- d) Equipment used on any portion of City property shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Reel Mowers are preferred for mowing of all grass turf areas.
- e) All necessary equipment should be maintained by sharpening blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

21. Required Work

Please price all requirements below on an annual basis per park on the Bid Sheet attached

- All surfaces shall be free of all weeds. This includes outlying areas around all synthetic turf fields that lie “inside the fences”.
- All surfaces shall be free from any uneven play areas.
- All grass surfaces must be cut with a reel mower.

- Grade differentials between the skinned infield and surrounding grass areas and the warning track will be eliminated and have a clean turf edge on the same grade as the infield.
 - Preparation of fields on a day-to-day basis for practices and games to include all materials related to painting and/or chalking the fields, as needed, for play or practice.
 - Ability to prepare fields on short notice following weather events.
 - **On days when there are more than two (2) games on a field for diamond sports, fields must be prepared again following the 2nd game and after each additional two (2) game set, as time allows on the schedule.
 - Maintenance of all the synthetic turf fields to the industry standard. This includes, but is not limited to:
 - Regular surface brushing, raking and sweeping. At least one time, at a minimum, per month (January 15th – June 15th, August 1st – November 1st)
 - Regular inspection of all line markings and seams
 - Redistribution and refill of turf rubber pellets
 - Identify, continuously control and/or eradication of all fungus, insects, rodents, and any other diseases.
 - Overseeding of all grass fields on an annual basis.
 - Aerification of all grass fields a minimum of one time annually.
 - Routine maintenance of the irrigation systems on the fields, to include troubleshooting and routine replacement/repairs of the system. Cost of replacement parts will be the responsibility of the City.
 - Maintenance of the bases, pitching rubbers, and home plates, to include replacing as necessary. Cost of replacement parts will be the responsibility of the City.
- NOTE: The lights, fences and gates will remain the responsibility of the city.

* These are recommended standards. Alternates will be accepted with justification.

SECTION 2.

- a) If work is unsatisfactory the contractor will be notified by the Parks and Leisure Director, or his designee, and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director, or his designee, there will be a 25% penalty for that month's payment.
- b) Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the 1st day of October, 2023, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and _____, an Alabama corporation (hereinafter referred to as "Contractor").

WITNESSETH THESE RECITALS:

WHEREAS, The City of Vestavia Hills, Alabama ("City") invited competitive bids for athletic field maintenance (hereinafter referred to as "the work"), which is more particularly described in Exhibit A to Section II of this Contract; and

WHEREAS, the Contractor, _____, submitted a bid for the completion of work described in the Invitation to Bid, which the City has determined to be the lowest, best and most responsible bid received; and

WHEREAS, the City and the Contractor have agreed to the terms, provisions and conditions of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

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

I. CONTRACTOR

Contractor, _____, represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

II. GENERAL STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described in Exhibit A, which is attached hereto and incorporated into this contract by reference as though set out fully herein.

III. TERM OF THE CONTRACT

The term of this contract shall be for a three (3) year period, beginning October 1, 2023, and ending on September 30, 2026. The effective date of this contract shall be October 1, 2023.

IV. CONTRACT PRICE

As consideration of this contract, the City agrees to pay to Contractor for the faithful performance of this contract the following sums:

- A. _____ for the twelve (12) month period beginning October 1, 2023 and ending September 30, 2024, unless changed according to paragraph XX and XXIII; and
- B. _____ for the twelve (12) month period beginning October 1, 2024 and ending September 30, 2025, unless changed according to paragraph XX and XXIII; and
- C. _____ for the twelve (12) month period beginning October 1, 2025 and ending September 30, 2026, unless changed according to paragraph XX and XXIII.

V. PAYMENT OF CONTRACT PRICE

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

VI. TERMINATION OF CONTRACT

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

VII. COMPLIANCE WITH APPLICABLE LAWS

The contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

VIII. LICENSE

The contractor shall, at his expense, procure all necessary licenses and permits needed to contract.

IX. QUALITY OF WORK

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

X. CREW INFORMATION

- a) Crews will be dressed neat. Shirts shall be worn at all times.
- b) Courtesy to persons utilizing City facilities is required at all times.
- c) Breaks will be taken individually, at the discretion of the Supervisor.
- d) All refuse from lunches and breaks will be disposed of immediately.
- e) The contractor shall properly supervise its employees at all times during the work performed by the contractor. The City shall have the right to direct what work shall be performed and when. However, the contractor shall determine and decide the methodology of the work.

XI. EQUIPMENT

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the contracting agency. The contracting agency reserves the option to demand replacement of any equipment which in its opinion has a poor operational record.
- b) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- c) Equipment can be stored on City property with consent of City, however the City will not be responsible for any damage to stored equipment.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Reel Mowers are preferred for mowing of all grass turf areas.
- e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

XII. SAFETY STANDARDS

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

XIII. PROTECTION OF UNDERGROUND UTILITIES

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractor's operations.

XIV. DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

XV. INDEPENDENT CONTRACTOR

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

XVI. IMMIGRATION

By signing this contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a

contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

XVII. INDEMNITY

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

XVIII. INSURANCE

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
 - i) \$500,000 for any one person occurrence
 - ii) \$1,000,000 for any one occurrence
 - b) For damage to property not belonging to the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 for any one accident
 - ii) \$1,000,000 aggregate amount
 - c) For personal injuries including death and/or for damages to property not belonging to the contractor or his subcontractors caused by automotive equipment or used by the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 personal injury per person per occurrence
 - ii) \$1,000,000 personal injury per occurrence
 - iii) \$500,000 property damage per accident
 - d) Workmen's Compensation, State and Federal Statutory requirements plus:
 - i) \$500,000 employer's liability per person
- Such insurance shall be placed with an insurer acceptable to the contracting agency and the policies shall provide notice by the insurer to the contracting agency of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

XIX. ADDITIONAL INSUREDS

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

- a) The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, the Vestavia Hills Park and Recreation Board, and its appointed Board members as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and
- b) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
- c) Contain no exclusions of the additional insureds relative to job accidents; and
- d) The policies must be on an "occurrence" basis.

XX. ADDITIONAL SERVICES

The contracting agency reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved field service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

XXI. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City.

XXII. SUBCONTRACTORS

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

XXIII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XXIV. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonable clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

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

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

XXVI. MISCELLANEOUS

- A. **NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.
- B. **WAIVER OF MODIFICATIONS:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties' signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.
- C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.
- D. **CONSTRUCTION OF TERMS:** The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

- E. **GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.
- F. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.
- G. **EXECUTION IN COUNTERPARTS:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- H. **BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.
- I. **SEVERABILITY:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- J. **ENTIRE AGREEMENT:** This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____, an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 1st day of October, 2023.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

By _____
Its _____

ATTESTED

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the ____ day of _____, 2023

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the ____ day of _____, 2023

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of the _____, a Alabama corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____, a Alabama corporation.

Given under my hand and official seal, this the _____ day of _____, 2023

Notary Public

My Commission Expires:

SEAL

EXHIBIT A

(PROVIDED BY CONTRACTOR THROUGH THE BID)

ORDINANCE NUMBER 3189

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 26th day of June, 2023, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

3512 Valley Circle
Lot 4, Block 2, Dolly Rdige Estates, 2nd Add
David Pace, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 25th day of September, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

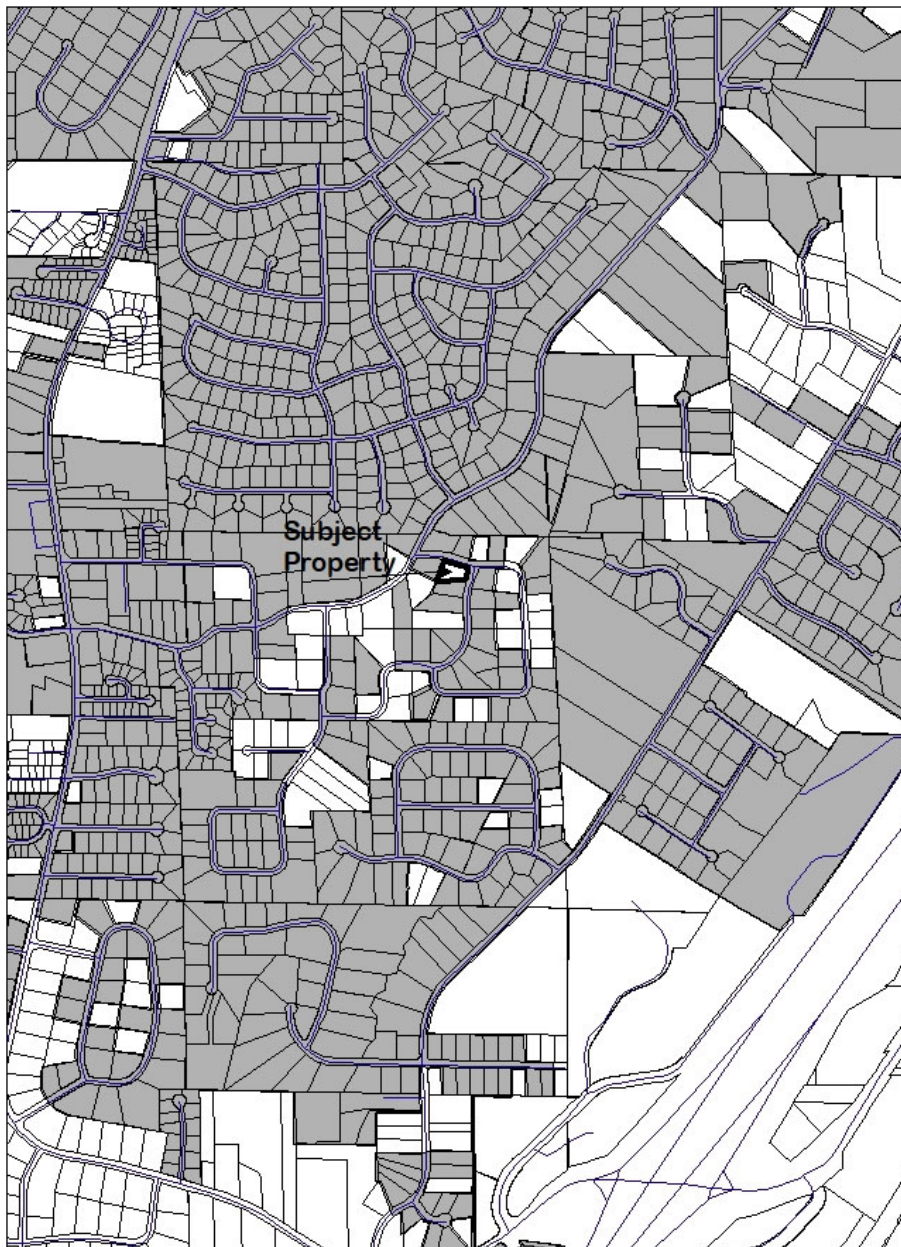
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3189 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 25th day of September, 2023, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

3512 Valley Circle



Annexation Committee Petition Review

Property: 3512 Valley Circle

Owners: David Pace

Date: 5/24/23

1. The property in question is contiguous to the city limits.
Yes ☒ No ☐ Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes ☒ No ☐ Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes ☒ No ☐ Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes ☒ No ☐ Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 346,800. Meets city criteria: Yes ☒ No ☐
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes ☒ No ☐
Number of total homes 17 Number in city 12
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes ☒ No ☐ Comment _____

Property: 3512 Valley Cir

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

9. Property is free and clear of hazardous waste, debris and materials.
Yes ☒ No ☐ Comment _____

10. Are there any concerns from city departments?
Yes ☐ No ☒ Comments: _____

11. Information on children: Number in family _____; Plan to enroll in VH
schools Yes ☐ No ☒ Comments: N/A

12. Board of Education comments/concerns: N/A

Other Comments:
Home being renovated for sale



George Pierce
Chairman

Annexation Application

ANX-23-3

Submitted On: Apr 3, 2023

Applicant

 David Pace
 770-480-7733
 dpace@davidpacere.com

Primary Location

3512 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner Information

Owner's Name

Barrel, LLC

Owner Mailing Address Inc. City, State, Zip

2275 Marietta Boulevard Suite 270-367 Atlanta, Ga 30318

Property Information

Address of Property to be annexed?

3512 Valley Cir

Legal Description of Property to be Annexed

LOT 4 BLK 2 DOLLY RIDGE ESTS 2ND ADD

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

2800324005019000

County Zoning Classification

E2

Is this annexation for redevelopment?

No

Compatible City Zoning Classification

--

Desired Zoning Classification

--

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?

City Services, Schools, Pestige of belonging to the community.

Are you located in the Rocky Ridge Fire District?

Yes

Information on Children

Name of Child

TBD

Age of Child

--

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

--

Name of Child

--

School Grade of Child

--

Addition children information

--

--

Age of Child

--

Plan to Enroll in Vestavia Hills Schools within 2 years?

--

PARCEL #: 28 00 32 4 005 019.000
OWNER: HARRIS DENISE ANNE
ADDRESS: 5295 MAGNOLIA SOUTH DRIVE TRUSSVILLE AL 35173
LOCATION: 3512 VALLEY CIR BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 1,810
18-034.0 Bed Rooms: 4 Land Sch: G1
Land: **154,000** Imp: **192,800** Total: **346,800**
Acres: **0.000** Sales Info: **08/22/2022 \$80,166**

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

Tax Year : 2022 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
EXEMPT CODE: 2-2 DISABILITY CODE:
MUN CODE: 02 COUNTY HS YEAR: 0
SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$321,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$154,000
LAND VALUE 20% \$0
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

POOL VINYL 500 29VP500 \$10,000
BLDG 001 111 \$182,800

TOTAL MARKET VALUE [APPR. VALUE: \$346,800]: \$346,800

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$34,680	\$225.42	\$4,000	\$26.00	\$199.42
COUNTY	3	2	\$34,680	\$468.18	\$2,000	\$27.00	\$441.18
SCHOOL	3	2	\$34,680	\$284.38	\$0	\$0.00	\$284.38
DIST SCHOOL	3	2	\$34,680	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$34,680	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$34,680	\$176.87	\$0	\$0.00	\$176.87
SPC SCHOOL2	3	2	\$34,680	\$582.62	\$0	\$0.00	\$582.62

TOTAL FEE & INTEREST: (Detail) \$555.11

ASSD. VALUE: \$34,680.00

\$1,737.47

GRAND TOTAL: \$2,239.58

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2022094073	8/22/2022
9315-9722	11/24/1993

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/10/2022	2022	MASSEY STOTSER & NICOLS	\$2,239.58
6/10/2022	2021	EAST COAST TAX AUCTION, LLC	\$2,172.24
5/24/2021	2020	BENTON DENISE	\$2,050.86
1/1/2020	2019	DENISE A HARRIS BENTON	\$1,901.14
10/17/2018	2018	HARRIS DENISE ANNE	\$1,424.00
1/5/2018	2017	HARRIS DENISE ANNE	\$918.93
1/12/2017	2016	-	\$863.82
12/23/2015	2015	-	\$863.82

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

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	3512 Valley Circle	Property Address		
====>	\$ 346,800	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$34,680.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$712.67	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$997.05	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$1,709.72	Total County remits to City for split with BOE		CITY	
\$523.67	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$284.38	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$712.67	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,805.09	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,517.77	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue



May 11, 2023

ANX-23-3

Engineering/Public Works Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Christopher Brady

Completed: Apr 28, 2023

Applicant

David Pace
dpace@davidpacere.com
2085 Tee Drive
Braselton, Ga 30517
770-480-7733

Primary Location

3512 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner:

Barrel, LLC
2275 Marietta Boulevard Suite 270-367 Atlanta,
GA 30318

Comments

Christopher Brady, Apr 28, 2023

minor concerns noted; this home is currently vacant and fence and yard area are in need of maintenance; this is a corner lot that fronts Valley Circle and Skyland Drive, both roadways continue to be split maintenance responsibility with Jefferson County; these are narrow roadways with no curb or gutter or significant drainage infrastructure; asphalt is currently in fair to poor condition; there is deterioration of the edge of asphalt near the privately constructed parking pad area along Valley Circle; request future permitting of this property to include engineering review of this parking pad and repair of the asphalt.

David Pace, May 11, 2023

We removed the fence and cleaned the entire property. Looks like a different home.



May 12, 2023

ANX-23-3

Board of Education Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Rebecca Leavings

Completed: May 11, 2023

Applicant

David Pace
dpace@davidpacere.com
2085 Tee Drive
Braselton, Ga 30517
770-480-7733

Primary Location

3512 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner:

Barrel, LLC
2275 Marietta Boulevard Suite 270-367 Atlanta,
GA 30318

Comments

Rebecca Leavings, May 11, 2023

No Response

Scott Brown, May 11, 2023

No objection from the Board



May 11, 2023

ANX-23-3

Police Department Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Richard Wilcox

Completed: Apr 21, 2023

Applicant

David Pace
dpace@davidpacere.com
2085 Tee Drive
Braselton, Ga 30517
770-480-7733

Primary Location

3512 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner:

Barrel, LLC
2275 Marietta Boulevard Suite 270-367 Atlanta,
GA 30318

Comments

Richard Wilcox, Apr 21, 2023

No issues.

ORDINANCE NUMBER 3190

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

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

3512 Valley Circle
Lot 4, Block 2, Dolly Ridge Estates, 2nd Add
David Pace, Owner(s)

APPROVED and ADOPTED this the 25th day of September, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

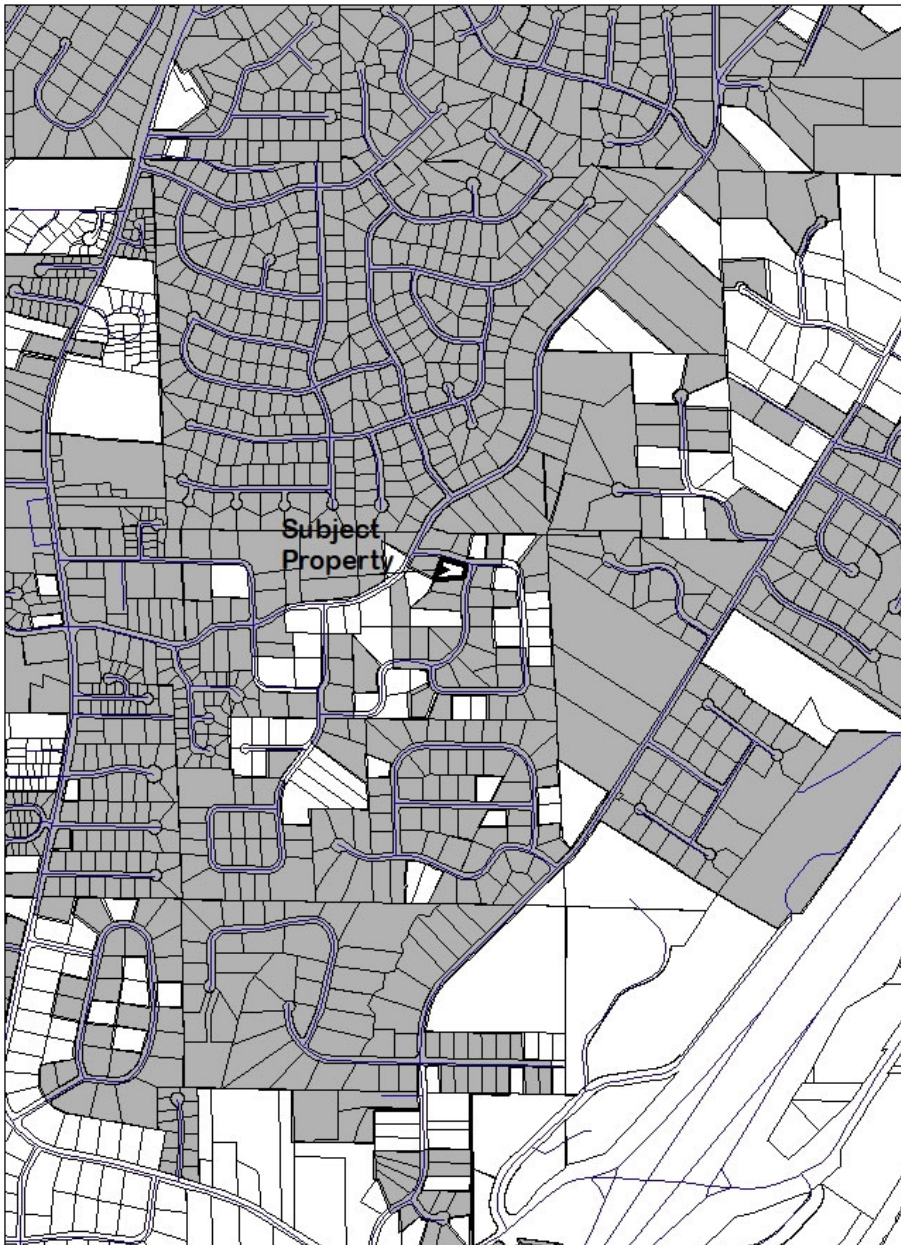
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3190 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 25th day of September, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

3512 Valley Circle





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-23-9

Owner Name: Barrel, LLC

Owner Address: 2275 Marietta Boulevard NW Suite 270-367 Atlanta Ga 30318

Representative: David Pace

Rep. 2275 Marietta Boulevard NW Suite
Address: 270-367 Atlanta Ga 30318

Project Address: 3512 Valley Circle

Legal Description:

Parcel ID Number: 28-00-32-4-005-019.000

Current Zoning: Jefferson County E2

Requested Zoning: Vestavia Hills R1

Intended Purpose: Annexation and compatible zoning of property

MOTION Mr. Weaver made a motion to recommend Rezoning for 3512 Valley Cir. from Jefferson County E-2 to Vestavia Hills R-1. Second was by Mr. Larson. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes Mr. Sykes – yes

Mr. Larson – yes Mr. Weaver– yes

P&Z
Recommendation: Mr. Honeycutt – yes Mr. Maloof– yes

Mr. Vercher– yes

Motion carried.

Date of P&Z
Meeting: August 10, 2023

Authorized by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair

Issued by:

Conrad Garrison, City Planner

Rezoning Application	Applicant	Primary Location
RZ-23-9	 David Pace	3512 VALLEY CIR
Submitted On: Jul 5, 2023	 770-480-7733	VESTAVIA HILLS, AL 35243
	 dpace@davidpacere.com	

Property Information

Subject Property Address	Tax Parcel ID Number
3512 Valley Circle	28-00-32-4-005-019.000
Legal Description	
--	
Existing Parking Spaces	Proposed Parking Spaces
2	0
Submission Date	Type of Project
06/28/2023	Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification	To Requested Zoning Classification
E2	R1
For the Intended Purpose of:	
Annexication	
Acreage of Subject Property	Acreage of Property to be Disturbed
0.4894	0

Setbacks

Front	Back
60	30
Side	Open Space
17	0
Lot Coverage Percentage	Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).
0	true

Owner Information

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.	Property Owner Name
	Barrel, LLC

Company Name

Barrel, LLC

Owner Address City State Zip

2275 Marietta Boulevard NW Suite 270-367 Atlanta Ga 30318

Owner's Phone Number

7704807733

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.

true

Email Address of Owner

dpace@davidpacere.com

Owner Representative/Responsible Party

David Pace

Company Name

Barrel, LLC

Contact Email of Responsible Party

dpace@davidpacere.com

Mailing Address of Responsible Party

2275 Marietta Boulevard NW Suite 270-367 Atlanta Ga 30318

Phone No. of Responsible Party

7704807733

Email Address of Responsible Party

dpace@davidpacere.com

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--



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

September 11, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3192 - Rezoning - Portion of 2551 and 2553 Rocky Ridge Road; Rezone from Jefferson County R-G (garden homes) and Court Ordered Vestavia Hills O-1 (office park district) to Vestavia Hills O-1 (office park district) for construction of an office building; Taylor Burton, Owner

Background:

The property located at 2551 Rocky Ridge Road was zoned for professional offices by court order in the late 1990's and the existing home located on the rear of the property has been operated as an Interior Design Office for those years. During the past years, the property owner also obtained ownership of the property located at 2553 which sat adjacent to this property and has used it for ingress/egress. The property has changed ownership. The new owner wishes to raze the existing dwelling, has begun the de-annexation process of the rear part of the property in order to build 2 single-family residences to the rear to join with the adjacent residential neighborhood located in unincorporated Jefferson County. The front part of the property, along with the adjacent property is the subject of this request to rezone to Vestavia Hills O-1 for redevelopment of a new office building located closer to Rocky Ridge

and accessing off of the property at 2553 Rocky Ridge Road. This redevelopment was allowed in the old court order.

Recommendation:

City Staff has studied this request and recommend approval as does the Planning and Zoning Commission (see attached recommendation certificate)

Fiscal Impact:

n/a

Attachments:

1. Ordinance 3192

ORDINANCE NUMBER 3192

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE
AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS,
ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST
AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING
OF PROPERTY FROM JEFFERSON COUNTY R-G AND COURT
ORDERED VESTAVIA HILLS O-1 TO VESTAVIA HILLS O-1**

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County R-G (medium density residential district) and court ordered Vestavia Hills O-1 (office park district) to Vestavia Hills O-1 (office park district):

Portions of 2551 and 2553 Rocky Ridge road
Taylor Burton, Owner(s)

Parcel I:

A parcel of land situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

BEGIN at an LD Weygand capped iron at the Northwest corner of Common Area 2 & Easement according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama, said corner lying on the Eastern right-of-way of Rocky Ridge Road and run in a Northeasterly direction along said right-of-way for a distance of 108.64 feet to an Arrington capped iron at the Southwest corner of Lot 3 according to said Amended Map Gramercy Parc; thence turn an interior angle to the left of 105°43'32" and run in an Easterly direction, along the South line of said Lot 3, for a distance of 133.07 feet; thence leaving said South line, turn an interior angle to the left of 87°46'02" and run in a Southerly direction for a distance of 112.12 feet to a point on the North line of said Common Area 2 & Easement; thence turn an interior angle to the left of 89°31'50" and run in a Westerly direction, along said North line, for a distance of 158.32 feet to the POINT OF BEGINNING.

Said parcel containing 15,833 square feet, more or less.

Parcel II.

A part of Common Area 2 & Easement according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

BEGIN at a Weygand capped iron at the Northwest corner of Common Area 2 & Easement according to said Amended Map, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road, and run in a Easterly direction along the Northern boundary of said Common Area 2 & Easement for a distance of 158.32 feet; thence leaving said Northern boundary turn an interior angle to the left of 90°28'10" and run in an Southerly direction for a distance of 41.85 feet to a point on the Southern boundary of said Common Area 2 & Easement; thence turn an interior angle to the left of 90°00'36" and run in a Westerly direction along the Southern boundary of said Common Area 2 & Easement for a distance of 169.76 feet to a Weygand capped iron at the Southwest corner of Common Area 2 & Easement, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road; thence turn an interior angle to the left of 75°08'18" and run in a Northeasterly direction along said Southeastern right-of-way of Rocky Ridge Road and the Northwestern boundary of said Common Area 2 & Easement for a distance of 44.67 feet to the POINT OF BEGINNING

BE IT FURTHER ORDAINED, that said rezoning is conditioned upon the following: (1) that said development will be substantially developed as per the drawings submitted; and (2) that the new building be residentially styled.

APPROVED and ADOPTED this the 25th day of September, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

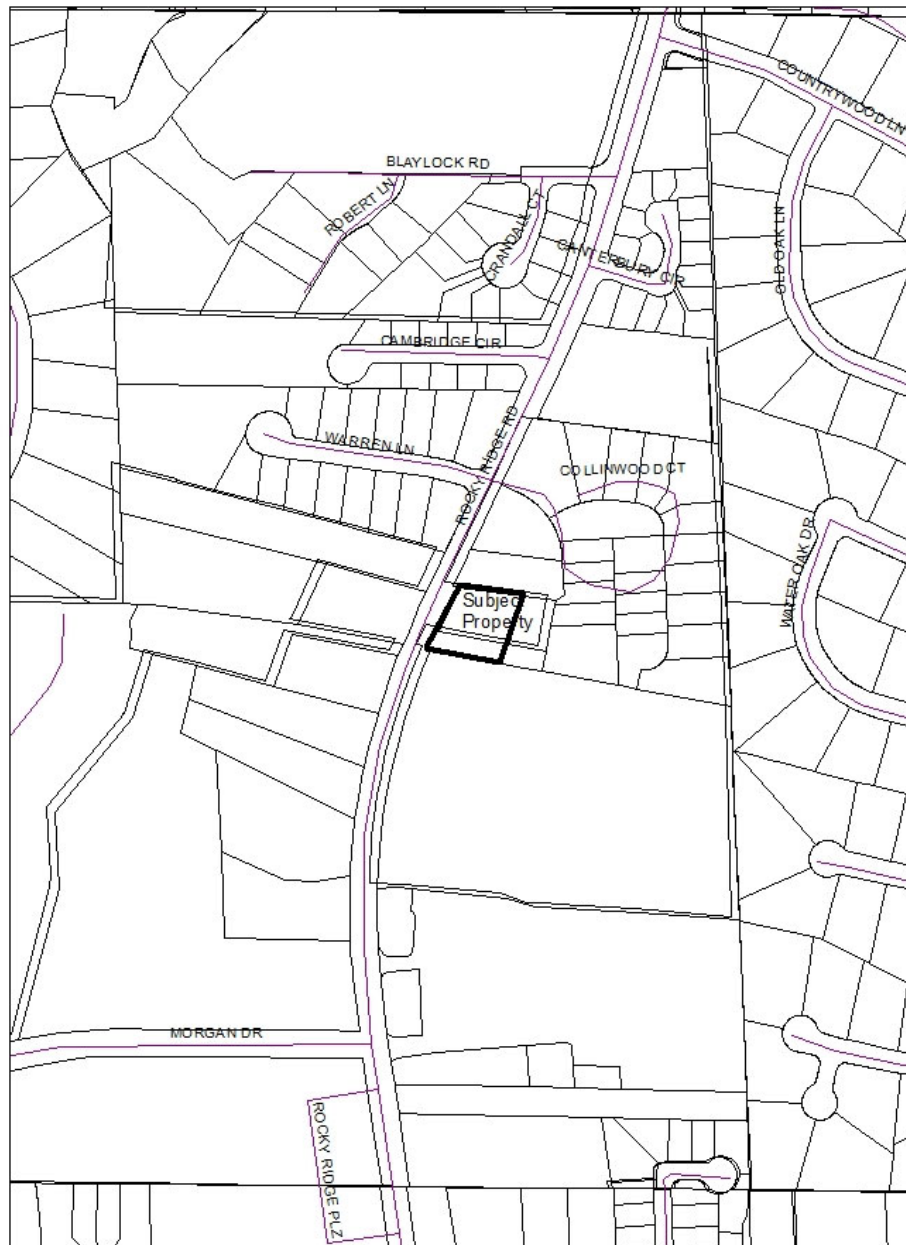
CERTIFICATION:

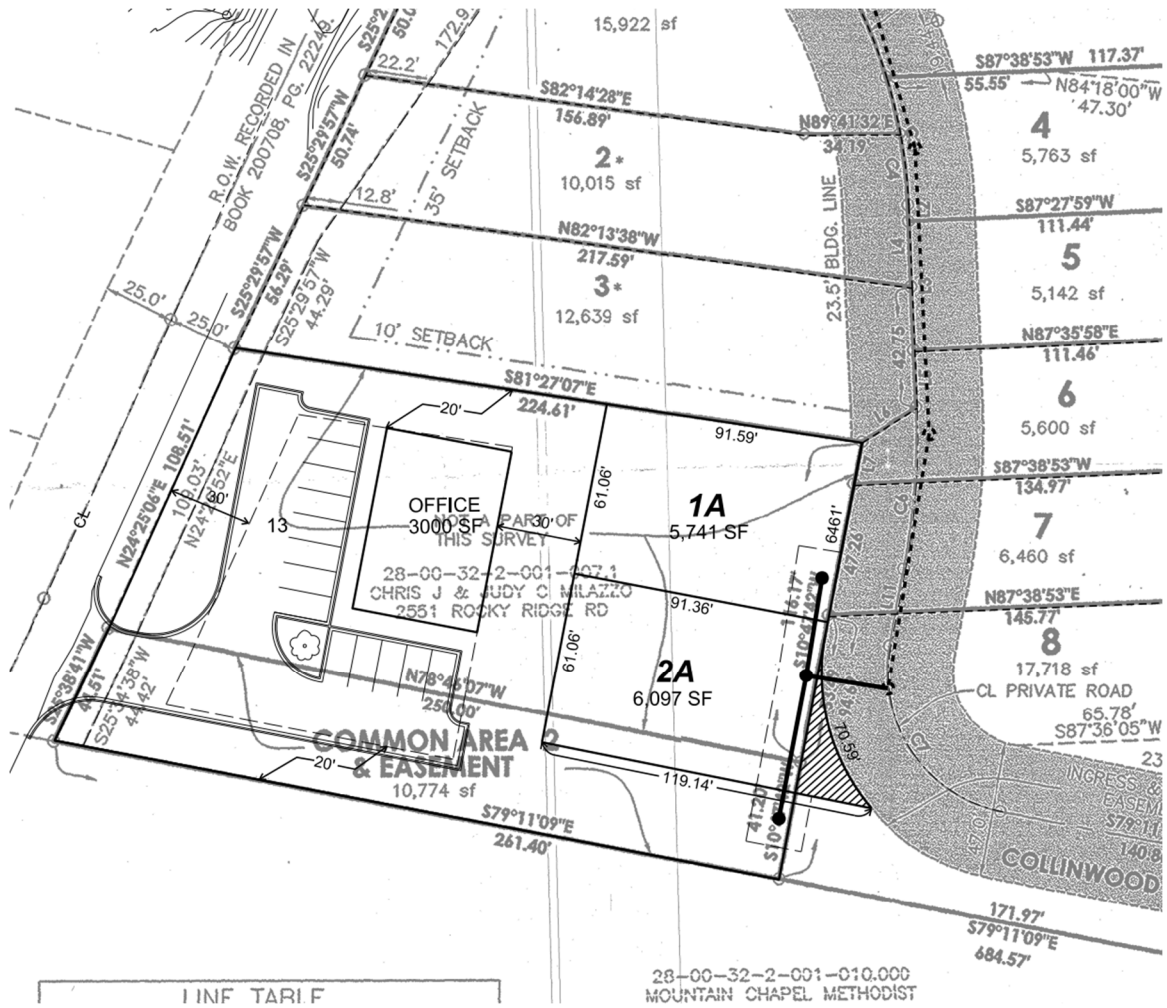
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3192 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 25th day of September, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

Portion of 2551 and 2553 Rocky Ridge Road







City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-23-10

Owner Name: Taylor Burton Company

Owner Address: 3239 Lorna Road, Suite 108, Birmingham, AL 35216

Representative: Taylor Burton

Rep. Address: 3239 Lorna Road, Suite 108, Birmingham, AL 35216

Project Address: 2553 & 2551 Rocky Ridge Road

Legal Description:

Parcel ID Number: 28 00 32 2 001 007.001

Current Zoning: Vestavia Hills (court ordered) O-1 /Jefferson County R-G

Requested Zoning: Vestavia Hills O-1

Intended Purpose: Taylor Burton Company new office building.

MOTION Mr. Weaver made a motion to recommend Rezoning for 2551 & 2553 Rocky Ridge Rd. from Jefferson County R-6 & Court Odered Vestavia Hills O-1 to Vestavia Hills O-1 conditioned on the site plan presented and that the office be designed in a residential style. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes Mr. Sykes – yes

Mr. Larson – yes Mr. Weaver– yes

Mr. Vercher– yes

Motion carried.

P&Z Recommendation: Mr. Honeycutt – yes Mr. Maloof– yes

Date of P&Z Meeting: August 10, 2023

Authorized by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair

Issued by:

Conrad Garrison, City Planner

Rezoning Application	Applicant	Primary Location
RZ-23-10	 Del Romero	2553 ROCKY RIDGE RD
Submitted On: Jul 6, 2023	 205-822-7936	Vestavia Hills, AL 35243
	 del@taylorburton.com	

Additional Locations
2551 ROCKY RIDGE RD, VESTAVIA HILLS AL 35243

Property Information	
Subject Property Address	Tax Parcel ID Number
2553 & 2551 Rocky Ridge Road	28 00 32 2 001 007.001
Legal Description	
Existing Parking Spaces	Proposed Parking Spaces
--	--
Submission Date	Type of Project
07/06/2023	New Commercial Development

Action Requested:	
From Existing Zoning Classification	To Requested Zoning Classification
Vestavia Hills (court ordered) O-1 /Jefferson County R-G	Vestavia Hills O-1
For the Intended Purpose of:	
Taylor Burton Company new office building.	
Acreage of Subject Property	Acreage of Property to be Disturbed
.5	.25

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

Owner Information

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

Owner Address City State Zip

3239 Lorna Road, Suite 108, Birmingham, AL 35216

Owner's Phone Number

205-822-7936

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.

true

Mailing Address of Responsible Party

3239 Lorna Road, Suite 108, Birmingham, AL 35216

Phone No. of Responsible Party

205-822-7936

Property Owner Name

Taylor Burton Company

Company Name

--

Email Address of Owner

taylor@taylorburton.com

Owner Representative/Responsible Party

Taylor Burton

Company Name

Taylor Burton Company

Contact Email of Responsible Party

taylor@taylorburton.com

Project Engineer Information (if applicable)

Name

Bob Easley

Mailing Address

1214 Alford Ave, Birmingham, AL 35226

Phone Number

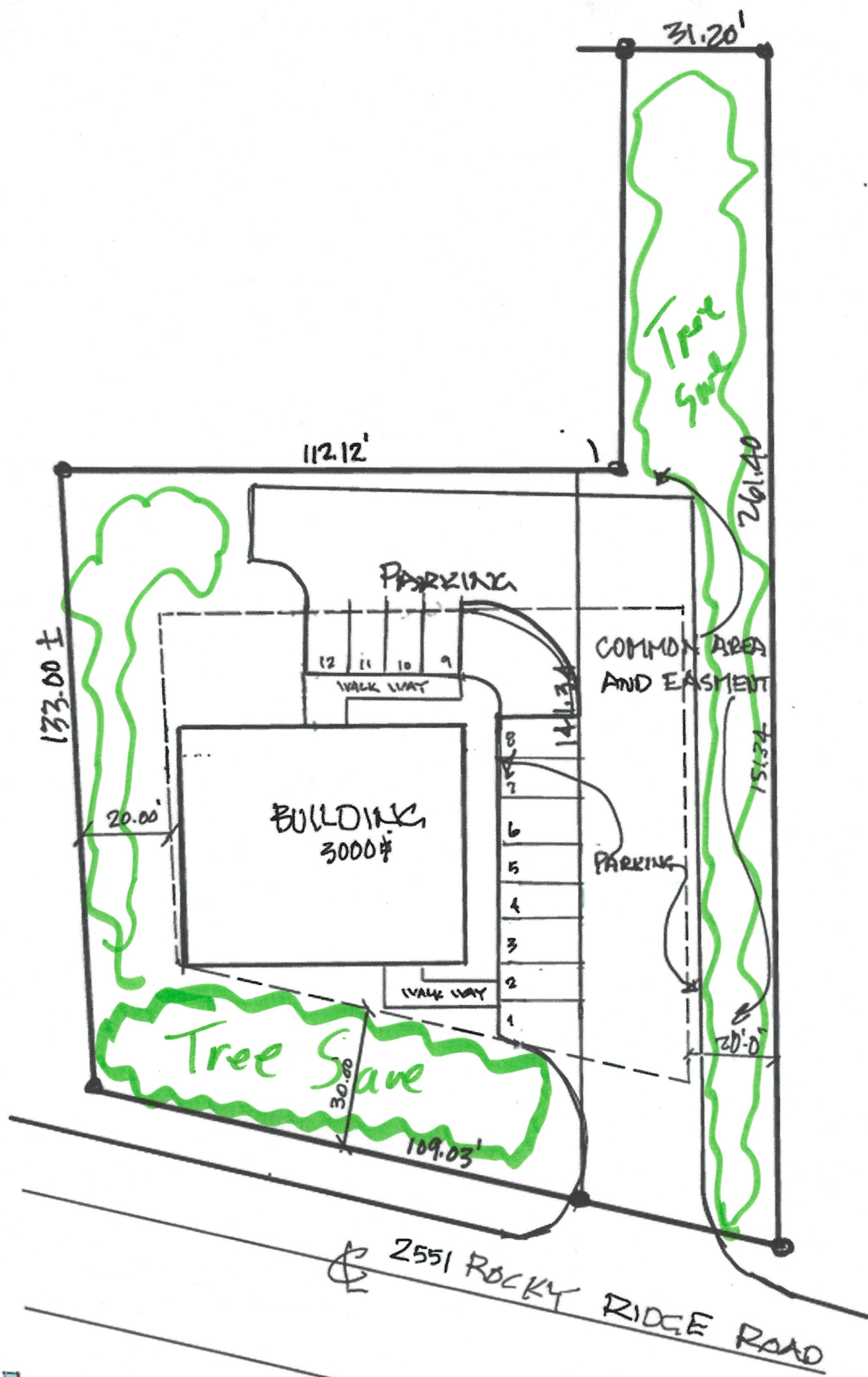
205-803-2161

Company

Alabama Engineering

Email

bob@alaeng.com



ORDINANCE NUMBER 3191

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 26th day of June, 2023, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

Portion of 2553 Rocky Ridge Road
More Particularly Described as follows:
Taylor Burton, Owner(s)

More particularly described as follows:

A part of Common Area 2 & Easement according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

BEGIN at a Weygand capped iron at the Northwest corner of Common Area 2 & Easement according to said Amended Map, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road, and run in a Easterly direction along the Northern boundary of said Common Area 2 & Easement for a distance of 158.32 feet; thence leaving said Northern boundary turn an interior angle to the left of 90°28'10" and run in an Southerly direction for a distance of 41.85 feet to a point on the Southern boundary of said Common Area 2 & Easement; thence turn an interior angle to the left of 90°00'36" and run in a Westerly direction along the Southern boundary of said

Common Area 2 & Easement for a distance of 169.76 feet to a Weygand capped iron at the Southwest corner of Common Area 2 & Easement, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road; thence turn an interior angle to the left of 75°08'18" and run in a Northeasterly direction along said Southeastern right-of-way of Rocky Ridge Road and the Northwestern boundary of said Common Area 2 & Easement for a distance of 44.67 feet to the POINT OF BEGINNING

Said parcel containing 6,977 square feet, more or less.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 25th day of September, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

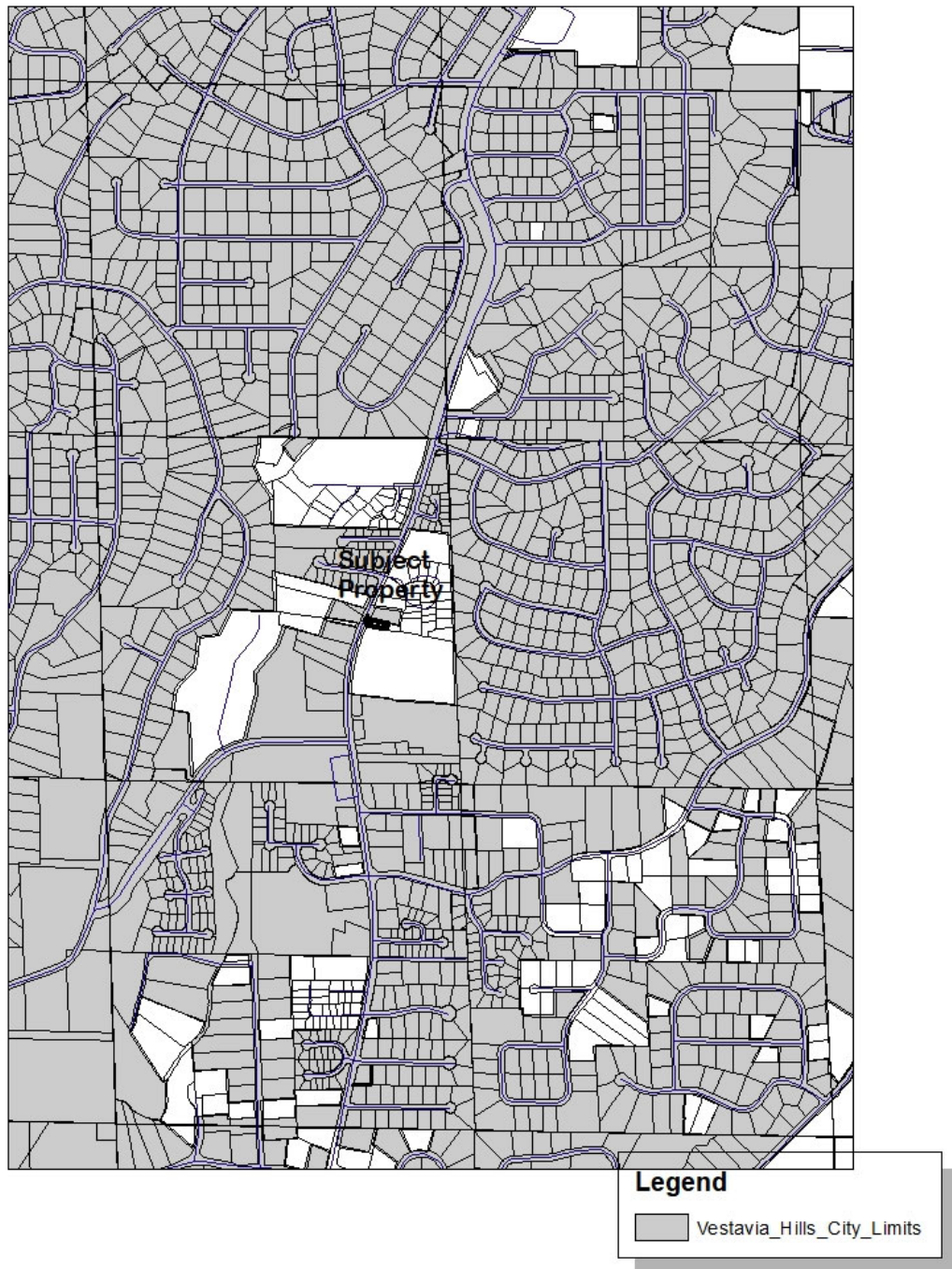
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3191 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 25th day of September, 2023, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2553 Rocky Ridge Road



Annexation Committee Petition Review

Property: 2553 Rocky Ridge Rd

Owners: Taylor Burton

Date: 5/24/2023

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

Property: 2553 Rocky Ridge Rd

8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ 175 will be paid to offset costs associated with the annexation.
Yes X No _____ Comment _____

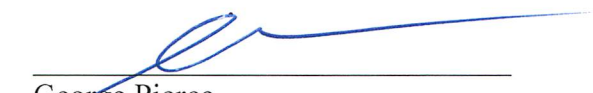
9. Property is free and clear of hazardous waste, debris and materials.
Yes X No _____ Comment _____

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

11. Information on children: Number in family _____; Plan to enroll in VH
schools Yes _____ No N/A Comments: _____

12. Board of Education comments/concerns: none

Other Comments: action combined w/de-Annex
for new office bldg



George Pierce
Chairman

PARCEL #: 28 00 32 2 001 029.000
OWNER: MILAZZO CHRIS & JUDITH
ADDRESS: 2551 ROCKY RIDGE RD VESTAVIA AL 35243-4442
LOCATION: 2553 ROCKY RIDGE RD AL 35243

Baths: **0.0** H/C Sqft: **0**
18-015.0 Bed Rooms: **0** Land Sch: **G9**
Land: **100** Imp: **0** Total: **100**
Acres: **0.000** Sales Info: **09/01/2022 \$675,000**

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

Tax Year : 2022 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 02 COUNTY HS YEAR: 0
SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$100.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$100
CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$100]: \$100

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

TAX INFO

CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
ASSD. VALUE: \$0.00			\$0.00			GRAND TOTAL: \$0.00 FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2022093913	9/1/2022
201105-20889	07/07/2011
200705-24018	03/27/2007

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		\$0.00
10/28/2021	2021	MILAZZO CHRIS & JUDITH	\$1.00
11/9/2020	2020	MILAZZO CHRIS J & JUDY C	\$1.00
12/28/2019	2019	-	\$1.00
10/26/2018	2018	MILAZZO CHRIS & JUDITH	\$1.00
10/12/2017	2017	CHRIS MILAZZO	\$1.00
10/19/2016	2016	-	\$1.00
10/22/2015	2015	-	\$1.00
12/4/2014	2014	-	\$16.00
1/15/2014	2013	MILAZZO CHRIS	\$16.00
12/3/2012	2012	MILAZZO CHRIS & JUDITH	\$16.00
20111102	2011	***	\$16.00
20101231	2010	***	\$16.00
20091231	2009	***	\$16.00

ANX-23-2

Annexation Application

Status: Active

Date Created: Mar 24, 2023

Applicant

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Owner Information

Owner's Name

Taylor Burton Company, Inc.

Owner Mailing Address Inc. City, State, Zip

3239 Lorna Road, Suite 108, Birmingham, AL 35216

Property Information

Address of Property to be annexed?

2553 Rocky Ridge Road

Legal Description of Property to be Annexed

A part of Common Area 2 & Easement according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

BEGIN at a Weygand capped iron at the Northwest corner of Common Area 2 & Easement according to said Amended Map, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road, and run in a Easterly direction along the Northern boundary of said Common Area 2 & Easement for a distance of 158.32 feet; thence leaving said Northern boundary turn an interior angle to the left of 90°28'10" and run in an Southerly direction for a distance of 41.85 feet to a point on the Southern boundary of said Common Area 2 & Easement; thence turn an interior angle to the left of 90°00'36" and run in a Westerly direction along the Southern boundary of said Common Area 2 & Easement for a distance of 169.76 feet to a Weygand capped iron at the Southwest corner of Common Area 2 & Easement, said corner lying on the Southeastern right-of-way line of Rocky Ridge Road; thence turn an interior angle to the left of 75°08'18" and run in a Northeasterly direction along said Southeastern right-of-way of Rocky Ridge Road and the Northwestern boundary of said Common Area 2 & Easement for a distance of 44.67 feet to the POINT OF BEGINNING

Said parcel containing 6,977 square feet, more or less.

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 32 2 001 029.000

County Zoning Classification

JC R6

Is this annexation for redevelopment?

Yes

Compatible City Zoning Classification

--

Desired Zoning Classification

VH 01

If for redevelopment, please explain

To build an office building in Vestavia Hills.

Annexation Request Information**Please Explain your reason for requesting annexation?**

To build an office building in the City of Vestavia Hills

Are you located in the Rocky Ridge Fire District?

Yes

Information on Children**Name of Child**

None

Age of Child

--

School Grade of Child

--

Plan to Enroll in Vestavia Hills School within 2 years?

--

Name of Child

--

Age of Child

--

School Grade of Child

--

Plan to Enroll in Vestavia Hills Schools within 2 years?

--

Addition children information

--

Attachments

-  Affidavit.pdf
Uploaded by Del Romero on Mar 24, 2023 at 2:27 pm
-  TBC Office Annexation Parcels (003).pdf
Uploaded by Del Romero on Apr 17, 2023 at 10:31 am
-  map.pdf
Uploaded by Rebecca Leavings on Apr 17, 2023 at 10:47 am
-  De-Annexation Letter.pdf
Uploaded by Rebecca Leavings on Apr 17, 2023 at 11:08 am

History

Date	Activity
Mar 24, 2023 at 12:06 pm	Del Romero started a draft of Record ANX-23-2
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerCity from "" to "Birmingham"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerEmail from "" to "taylor@taylorburton.com"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerName from "" to "Taylor Burton Company "
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerPhoneNo from "" to "205-822-7936"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerPostalCode from "" to "35216"
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerState from "" to "AL "
Mar 24, 2023 at 1:09 pm	Del Romero altered Record ANX-23-2, changed ownerStreetName from "" to "Lorna Road"



May 11, 2023

ANX-23-2

Engineering/Public Works Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Christopher Brady

Completed: Apr 28, 2023

Applicant

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Comments

Christopher Brady, Apr 28, 2023

no concerns noted; Rocky Ridge Road continues to be a Jefferson County Through Road



May 11, 2023

ANX-23-2

Police Department Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Richard Wilcox

Completed: Apr 21, 2023

Applicant

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Comments

Richard Wilcox, Apr 21, 2023

No issues.



May 12, 2023

ANX-23-2

Board of Education Review

Annexation Application

Status: Complete

Became Active: Apr 17, 2023

Assignee: Rebecca Leavings

Completed: May 11, 2023

Applicant

Del Romero
del@taylorburton.com
3239 Lorna Road
Suite 108
Birmingham, AL 35216
205-822-7936

Primary Location

2553 ROCKY RIDGE RD
Vestavia Hills, AL 35243

Owner:

Taylor Burton Company, Inc.
3239 Lorna Road Birmingham, AL 35216

Comments

Rebecca Leavings, May 11, 2023

no response.

Scott Brown, May 11, 2023

No objection from the Board



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

September 11, 2023

To: Jeff Downes, City Manager

Cc:

From:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None