



**Vestavia Hills
City Council Agenda
March 11, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Chaplain Huey Davis
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Life Saving Award Presentation - Lt. Mike House, Jefferson County Sheriff's Office
7. Announcements, Candidates and Guest Recognition
Board of Education Applications for Upcoming Vacancy - Councilor Kimberly Cook
8. City Manager's Report
9. Councilors' Reports
10. Approval Of Minutes - February 15 & 16, 2024 Strategic Work Session and February 26, 2024 Regular Meeting Minutes

Old Business (Public Hearing)

11. Public Hearing - Ordinance Number 3212 - Annexation - Overnight - A portion of 1051 Highwall Drive; Lot 1 The Bray at Liberty Park First Addition; Liberty Park Joint Venture, Owners

New Business

12. Ordinance Number 3209 - An Ordinance to amend Ordinance Number 3176 providing for levying of municipal taxes for the City of Vestavia Hills and for assessment and collection by Jefferson County
13. Ordinance Number 3210 - An Ordinance providing for levying of municipal taxes for the City of Vestavia Hills and for assessment and collection thereof by Shelby County
14. Public Hearing - Resolution Number 5503 - A Resolution approving an alcohol license for Napoli Italian Restaurante and Pizza LLC d/b/a Napoli Italian Restaurante and Pizza for the on-premise sale of 020 - Restaurant Retail Liquor; Sefer Dika, Executive

15. Resolution Number 5504 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property
16. Resolution Number 5505 - A Resolution rescheduling certain regular meetings and/or work sessions of the Vestavia Hills City Council in observance of holidays

New Business Requesting Unanimous Consent (Public Hearing)

17. Public Hearing - Ordinance Number 3214 - An Ordinance Authorizing The Settlement Of The Case Of *Anita Dunklin V. Colby Wooten, City Of Vestavia Hills, Et Al*, Being Civil Action Number 01-DV-2021-903578.00 Presently Pending In The District Court For Jefferson County, Alabama; Authorizing And Directing The Mayor And City Manager To Pay The Funds Described Herein And To Take Any Action And Execute And Deliver Any And All Documents Necessary To Effectuate Said Settlement

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

18. Public Hearing - Ordinance Number 3213 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement with Jefferson County Commission for Orthophotography and Planimetric Data Cost Sharing for the City's GIS Department
19. Public Hearing - Ordinance Number 3215 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an agreement with State of Alabama on behalf of Alabama Department of Transportation for certain traffic signals and lighting in the City
20. Citizens Comments
21. Time Of Adjournment

PUBLIC HEARING PROCEDURES

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

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

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

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

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

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

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



**Vestavia Hills
City Council Minutes
February 15, 2024
6:00 PM**

1. Call to Order

The City Council of Vestavia Hills met in special called strategic work session on this date at 8:00 AM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

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

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Umang Patel, Court Director; Tamara Davis, Court Magistrate; Darrin Estes, IT Director; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Shane Ware, Police Chief; Lori Beth Kearley, Public Works Director; Christopher Brady, City Engineer; Ethan Fisher, City Engineer; Keith Blanton, Building Safety Official; Dillon Watts, Building Inspector; Jamie Lee, Director of Parks and Leisure Services; Marvin Green, Fire Chief; Taneisha Turner, Director, Library in the Forest; Daniel Tackett, Asst. Director, Library in the Forest; Mike Keller, Police Captain; Ryan Farrell, Asst. Fire Chief/Fire Marshal;

The Magic of Cast

Mr. Downes welcomed everyone and remarked that this two-day session is unusual for City government, but it is very beneficial each year. This is something that other cities are noticing and beginning to do themselves. He thanked Mrs. McCulley for her work in pulling together the information today which was submitted by the department heads. He reminded everyone that this is not a budget meeting, but it helps to bring forth information on the needs and endeavors of the City.

Mr. Downes revisited the 7 priorities from 2023: (1) Improve city esthetics and community perceptions; (2) Improve City Infrastructure; (3) Continue improvements to community qualify; (4) provide more efficient and effective city services; (5) Continue to prioritize a safe community experience; (6) Continue to act as good stewards of taxpayer resources for long-term viability of city services; and (7) provide consistent exceptional customer service. He explained each effort toward these priorities from 2023 and how they'll transcend into 2024.

Mr. Downes expanded on customer service and indicated that that'll be a primary focus today. He introduced the "Service Stars" program that'll be initiated in 2024. He explained that an employee survey was taken and 100% of employees feel they give great customer service, but they feel that the city isn't 100% in delivering that service. He stated that he and Mrs. McCulley brainstormed to see how they could embrace the issue of customer service among employees. He explained that Chick Fil A has a police of 4 core duties: eye contact, smile, friendly service and always say my pleasure. However, duties among city employees are so varied because each department do different services. The only common area was that they all provide a service. He indicated that he also reached out to the head of Customer Service at Children's Hospital who stated they used "Be Our Guest" which is customer service at Disney. As an effort to get buy-in, the City held a meeting of 40-50 employees to lay out what's needed in customer service in the City. With that, they centered on 6 items to accomplish in the next several years: (1) be engaged; (2) take ownership; (3) practice professionalism; (4) know our business; (5) listen actively; and (6) show care. He explained, in detail, how each would be explained and embraced.

A video saluting the five longest serving employees was shown to the Council. Mr. Downes read the names of employees who have served 25 to 30 years and presented them with a plaque.

Fire Department:

Tommy Hale, Deputy Fire Chief, presented a video was shown showing appreciations for fire department personnel and giving statistics on calls received last year. Fourteen members were hired last year. The reason given for coming to Vestavia Hills is a culture of the department.

Police Department:

Police Chief Shane Ware thanked the Mayor and Council for continued support of the VHPD. He saluted the 2 officers of the department who have surpassed 30 years of service with the city, Captain Johnny Evans and Sgt. Marty Caffee. He explained that Sgt. Caffee has been an SRO for more than 25 years and wrote the bylaws of the SRO's. He is the glue that holds that SRO unit together. Chief Ware also recognized the officers that have served in excess of 25 years: Captain Mike Keller, Deputy Chief Jason Hardin and Office Greg Williams. There are currently 108 police officers with 10 hired in 2023. He explained that in 2024, an additional code enforcement officers will begin working with Officer Williams.

Chief Ware explained that the number of recruits for a police position is down significantly from the past. The job conditions here are supported by the community

and the administrations. He stated that he did want to bring to the forefront that the biggest challenge is recruiting. A legislative change occurred in 2023 which affected recruiting in both the VHFD and VHPD. It is codified in 36-21-7, *Code of Alabama, 1975*. Since these changes have occurred will definitely affect recruits. He stated that if the government entity took an entity within 2 years of academy, they have to reimburse other agencies. This has adversely affected his ability to appeal to other agencies.

Library in the Forest:

Taneisha Tucker, Director of the Library in the Forest, presented a video of the department which spotlighted the employees and gave statistics of the programming, circulation, etc.

Parks and Leisure Services:

Jamie Lee, Director of Parks and Leisure Services, shared information about the various employees of the Parks and Recreation Department. He pointed out that 5 of the 7 maintenance employees have exceeded 15 years of service with the department and they play an essential part in the health of the department. He stated that his athletic coordinators have over 100 years of combined experience. Because of the Council's vision and the financial support of the City, there is now a premier certified pool operator and trainer and an event manager with over 30 years of experience. He explained the training of his employees, and how fortunate the department is to have such training invested in the personnel. Mr. Lee presented a handout that they decided to send out weekly communication to announce information, kick in with the service stars, etc. He stated that he is excited to learn from the Service Stars program and their communication exercises.

Building Safety:

Keith Blanton, Director, explained his staffing level at 7 individuals, all of which are certified with at least two master certifications. He announced that his staff is cross training and also continuing education in certifications. He showed how the addition of a new inspector has reduced waiting times for inspections.

Discussion ensued concerning the amount of inspections and permitting. Mr. Blanton explained.

City Clerk:

Rebecca Leavings, announced her intended retirement date of February 2026 and indicated her goals are in coordinating training with her two planners and one administrative person to help them to focus on making this a career move rather than just a job and doing some cross training to make her departure transition easier.

Information Technology:

Darrin Estes, IT Director, announced that his staffing has grown to 4 trained individuals. He explained their training and specialization trying to keep pace with the growth in technology in the City.

Mr. Downes emphasized that their customer service is internal, but was still essential within the organization.

Municipal Court:

Mr. Patel explained that he did an analyzation of caseloads in the State of Alabama, the City of Huntsville was first with 46,000 cases. He stated Vestavia Hills maintains a caseload that has grown to 12,000. He explained his staffing of 4 magistrates and from where they were recruited.

Mr. Patel stated that the use of retired officers for bailiffs work great for court nights and they are also used for driving schools and fingerprinting. There's an interpreter, defenders and a judge all of which are Vestavia Hills residents. He explained the continuing training of his staffing as well as the future training.

Mrs. Cook stated she likes the use of outside agencies to continue to learn.

Public Services:

Lori Beth Kearley, Public Works Director, detailed her department strengths and the possibility of growth through recruitment strategies. She stated that one of their priorities was to recognize the experience level of the employees with 7 in excess of 15 years, 2 with over 20 years and 2 are well over 30 years. Their history with the city is invaluable as they know the streets, particular addresses and the history of many areas of the City.

Mrs. Kearley stated that they had three new hires over the past year including Ethan Fisher joining the engineering team. She reviewed training topics from 2023 which included equipment training, ADEM stormwater training and cold weather preparation. She stated she'd like to have some in the field training to allow more "hands on" training of individuals in equipment. She stated they'd like to test their capabilities to do more projects to determine if it is more cost effective to do some projects in-house rather than outsourcing. Mentoring will be continued and encouraged to help work and grow and make part of the culture of the department.

Mrs. Kearley expanded on some drainage improvement projects gearing up to improve stormwater drainage in certain areas, which will be discussed more in detail later in this meeting. Also, expanding on sidewalk projects to continue sidewalks into various side roads, etc.

Mrs. Cook stated she loves that they'll be looking at the feasibility of doing more projects in-house rather than outsourcing. Mrs. Kearley stated it'll be good to know that threshold.

Finance Department:

Mr. Turner recognized James Randall, the City's payroll administrator recognized as the City's employee of the year by the Rotary Club. He indicated that the department has 8 employees with one vacancy at the tag office. He explained the longevity of the employees and recognized the GATS-B accounting standards which much be followed by all employees in the Finance Department.

Mr. Downes stated that he and Mr. Turner have been discussing something that he finds exciting. He stated that there is so much more to human resources department that what has been utilized in the past and he'd like to see a true human resources division in the City to embrace the Service Stars resource and help to lead it. In order to do this, the payroll position needs to be enhanced into a full human resources division. He stated that there is a position of this sort in Trussville and the Health Department of Jefferson County. So they are exploring ways to eventually build a HR department in baby steps.

Discussion ensued as to who and how this is being done. Mr. Downes stated that he's currently doing it. Mrs. Cook stated that this is a good move that would allow Jeff, as City Manager, to attend more toward his duties of manager rather than staffing issues.

The Magic of Setting

Highway 31 South Gateway Improvements & Cahaba Heights Gateway Improvements:

Mrs. Kearley gave updates on two improvement projects to improve the gateway to the City. The top project was the beautification of Highway 31 which included landscaping of Highway 31 and the improvement of the gateway to Cahaba Heights.

Ethan Fisher, City Engineer, stated he is here to expand on two projects. The Cahaba Heights gateway is still in the conceptual phase and estimated to begin in the spring of 2024.

Katherine McRee explained the buy-in of the Cahaba Heights Merchants Association. She stated that this has been in the works since 2017 with the inception of the Heights Hangout. She stated that this is the gateway into the business areas of Cahaba Heights. Through the years, they have put in \$17,000 from monies raised with \$5000 toward a survey of the property. A schematic of the conception was presented. Neil Couvillion, Forme Design Group, was present in regard to this design and indicated they were brought in to discuss the signage and eventually began to look at this area to create an identity.

Mr. Fisher stated that in Phase I, they'd like to make the most impact as quickly as possible. So, it was determined to make improvements in the median and to clean up the island. The connectivity will not necessarily be in Phase I. As the city develops a pedestrian plan, this area will be revisited.

Mrs. Cook asked how this fits in with the project plans in that area of sidewalks and pathways. Mr. Downes explained.

Mr. Fisher explained the planned cleanup and landscaping for Phase I of the Highway 31 beautification project. He showed a schematic to see what could help to fit on the site as it redevelops. It is currently in design and hoping to bid this summer.

Rick Nail, TTL, stated they are asking ALDOT how to clean up the ditch and cement along the exit. He stated the retaining wall cannot be moved so they are working around that.

Duane Pritchett, Environmental Design Studio, explained engineering and ALDOT and beautification and he's the landscape architect. Key pieces to this is the enhancement of the temple replica, and the signage. He showed a depiction of the designed signage with a significant wall to integrate with the designs of the commercial development expected to occur just beyond.

Mr. Fisher discussed the updated sidewalk master plan and indicated the plan will be located on the website and can be zoomed into particular areas.

Mr. Downes stated that all funding for sidewalks has been depleted so in the future, funding will need to be allocated by the Council. Mr. Head emphasized to build sidewalks where they'll feasibly be utilized. Mr. Fisher explained.

Mr. Pierce pointed out that sidewalks are needed across Columbiana from Pizitz as kids are walking in high grass after the police help them to cross across Columbiana. Mrs. Cook indicated there are areas along 31 that need that priority as well.

Christopher Brady, City Engineer, explained drainage issues and projects within the City. He explained there have been some masterplans assembled over the last few years with two new projects.

Mr. Brady touched on the Fairhaven Area study and drainage improvements. He explained some improvements that have been made, some in coordination with Mountain Brook. He stated that Public Works will be going in and doing some dredging and stabilization in the area. He reports success so far with these endeavors.

Mr. Brady also expanded on the Upper Highway 31 trunkline and South Drive Drainage Pipe replacement. Also, in closing, a drainage culvert rehabilitation project at Pizitz Drive.

Discussion ensued as to public education on leaf blowing and not putting anything into the drainage areas of the City.

Mrs. Kearley on the new public works facility in Cahaba Heights. She stated the centralized location with storage and space has been a welcome addition. She showed some improvements that they have made and have planned for the future.

Parks and Leisure Services:

Mr. Lee stated that the Civic Center opened with a lot of worries. He showed the data to show that the Center is serving the public with daily usage. He explained that over 2,200 memberships have sold (4,500 residents) with over 1,000 in 2024. The events hosted has exceeded 2100 events. The largest day, 1/28/23, there were 2100 visits for basketball championships and Sadie Hawkins dance.

Discussion ensued that parking needed to be a priority. Mr. Pierce pointed out the grassy area next to the new gyms isn't utilized and could be additional parking.

Mr. Lee stated that they are looking at contracted fitness programming, skill development on basketball, pickleball and volleyball. Also a dedicated focus on E-

sports in the summer. Mr. Lee stated he feels that the Council's investment in this Center has been worth the money.

Discussion ensued concerning digital signage to show what courts are reserved, etc. Mr. Lee explained that is his goal to achieve and partner with a tennis professional to help to manage this area because he believes that it will grow.

Mr. Lee stated that Altadena Valley improvements, Phase I will be completed soon. Shelby County will then build the bathroom and pavilion facility for the park. He stated that his staff will need to research to see what's needed for Phase 2.

Mr. Lee, in closing, that the Council should realize the impact that's being made with the area recreational facilities. However, Liberty Park is the next piece of the puzzle and would be the next area to make the most impact. He explained the usage of SHAC and the athletic complex which is astounding with 137,000 visits in 2023 and 4 days with visits in excess of 4,400 people up to 5,700 people. He stated he is studying on the best way to upgrade the facility to 2020 standards and usage.

Mr. Downes stated that the City needs to get grips on what is best to ensure that the appropriate revenues are received to offset the increased maintenance.

Mr. Head pointed out that there are alot of non-residents being utilized. There are opportunities there to recoup some of those costs. Mr. Lee stated that there is more opportunities for revenue streams. However, they are handicapped until they get control of the events there.

Fire Department:

Chief Green gave the run numbers for 2023. He indicated that they'll surpass 6,500 for this year if statistics keep up. He showed the result of the renovations of Bill F. Towers Fire Station No. 1 which included a separate sleeping quarters. He stated they have females within the department also. There was a new roof installed just last week. A new fire engine is scheduled to be delivered in May 2025. A rescue is scheduled to come in this year.

Chief Green noted that renovations have been done at Fire Station No. 2. He stated that the space is limited but they are doing the best that they can with the space. There is a new engine on order that's set to be delivered in 2026 or 2027. A new rescue just arrived.

Chief Green stated that Fire Station No. 3 houses a single engineer crew and was remodeled within the last few years. He stated that they are limited also what they can do on the property. A Fire engine is scheduled to be delivered this year.

Chief Green stated that the fire station is important because it is a second home for all of the firefighters housed in that department, especially those who have been there for a number of years.

Vestavia Hills Alberto C. Zaragoza, Jr., Fire Station No. 4 has open bedroom with dividers an will need modification soon. Chief Green stated that Quint 4 (2021 Aerial apparatus) with a 2021 rescue and a 2001 reserve apparatus are located at this

department.

Vestavia Hills James F. Wyatt Fire Station No. 5 requires renovations where were included in the budget for some additional bedrooms created from an old boardroom. There's some existing space that needs to be utilized. A new roof was added recently. A fire engine is scheduled for delivery in 2025.

Discussion ensued about a rolling plan for equipment replacement. Mr. Downes stated that is incorporated into the budget each year. Chief Green explained the delay in building new fire apparatus and that everyone is experiencing the delay.

Police Department:

Chief Ware explained the building capacity of the police department building. At the time they moved in, 2015, they have grown from 81 officers to 108 sworn officers. He stated that they are experiencing problems with the overcrowding. The capacity issues illustrate a need for an east operations center at Liberty Park. He stated he hopes this will alleviate capacity concerns. The substation in Cahaba Heights homes investigation units and there are some disrepair issues that will need to be addressed. He indicated that keyless access needs to be considered for the Cahaba Heights facility.

Chief Ware talked about the proposed east operations area at Liberty Park which is a collaboration among several entities. He stated they hope it can be considered in 2026.

Mr. Downe stated that the mine reclamation portion of it should start work sometime this year to grade the area where the proposed facility will go.

Chief Ware stated that the Brock's Gap training facility has sold and will move to another area. This gives dedicated areas for law enforcement and should be on about 25 acres spread across some smaller agencies. He stated that he thinks this is the best solution for training and should open around November of this year as work in progress.

Library in the Forest:

Mrs. Tucker showed a video regarding the Library LEED's certified building and the other additions such as the Maker Space.

Mrs. Cook stated one of the things she's noted regards mental health issues and special needs, this and the Parks facilities have great places for persons with special needs.

Mr. Pierce asked how has the opening of the Civic Center affected the meeting rooms of the Library. Mrs. Tucker stated that the spaces are booked all the time but they are having to use them some for passport services.

Building Safety:

Mr. Blanton stated that their inspectors now carry Ipads to stay connected with the department while out in the field. He stated it allows them to upload photos, log inspection reports, etc. He showed examples of inspections complete with photographs.

Municipal Court:

Mr. Patel stated that the Courtroom was renovated with flooring, seating, etc. He stated that some other things are needed. So a large monitor was purchased for the courtroom but needs to use it also for court so there needs to be additional work to be done to include presentations that runs during court. He stated that they instituted virtual bulletin boards to the public areas that uploads simultaneously to the City's website, etc. That way everything is synced and remains current.

Information Technology:

Darrin Estes stated he was able to convert a storage room into a room for his two techs. He explained that a zoom camera will be mounted soon for use in the Chambers.

Mr. Estes, Chief Green and Chief Ware addressed the issue of an emergency generator. Chief Green stated that all department heads work together and meet regularly to discuss training and first response needs. He stated that when something does happen, he feels good that it'll be handled that everyone on the executive level will handle those needs. He stated that is being updated to include all of the city departments and trying to get a plan up and going. The greatest need in that instance would be power needed to remain in operation. He remembered back to the 2011 tornadoes whereby City Hall was out of power for a while. He stated recently, there was nearby damage by tornado and the City just had several near misses. These could shut down operations. He stated that the current generator, given there's available diesel, we have 24 hours to keep it going. Chief Ware gave examples of what will lose function should the power not restore in that time. He stated that there'll be no climate control in the jail cells and the building begins stop sweat in certain weather. In the desk seargants office, there's many functions going on and will be totally shut down. The E-citation will also be halted. Chief Green stated they lose all of the same functions along with dispatching, etc.

Mr. Estes explained what will be lost after that initial 24 hours. He stated there are some options that include moving the generator to the PD building. Also, adding a holding tank for diesel. He stated that they are studying issues including a switch in case of failure of one of the generators.

The Mayor stated that needs to be done the right way if the City is going to do it.

Mr. Downes stated this all depends on how the Council will react. Discussion ensued. Mr. Downes stated that City can study an alternate energy source.

The Magic of Process

Public Services:

Lori Beth Kearley explained she wanted to focus on permitting for the upcoming year. She stated one way to show excellence in customer service is for faster turnaround of engineering permits. She stated they communicate a 2-week turnaround. She stated they wanted to give better expectations for this type of permit. She showed examples of turnaround times that are posted on the website. She explained the pavement preservation and the coding of the asphalt conditions of all streets in the City using Firststep Pavement Management.

Mrs. Cook asked if they do individual inspections when there are complaints. Mrs. Kearley stated that they do. Discussion ensued about areas at intersections, areas of broken pavement, etc.

Mrs. Kearley stated that because of the rising cost of asphalt, they are doing some pavement preservation testing. She stated that they spend a lot of time last year researching this and indicated that there's a limited amount of contractors that do this. She stated they are working with a company out of Missouri that includes a multiphase system that seals cracks and does a thin overlay that structurally will hold up and still appear attractive. With the little bit of additional funding for paving left, they want to use a pilot project on the pavement preservation.

The Mayor asked about what actions are taken when a new subdivision with new roads is completed and a truck goes in and damages the street. Mr. Downes stated that there is a series of bonds that help to mitigate that. But, if it were a singular property owner that does that, it'd be difficult to track that down to a specific party. Mrs. Kearley explained the bonding process.

Mrs. Kearley described what the City is doing with pipe lining. She stated as these metal pipes fail, they have to be replaced and that is costly. There's a new standard whereby pipes are lined before it disintegrates too much to be lined. She showed a few areas where costs were saved by lining the pipe. This also didn't obstruct traffic during repair. She showed a diagram that shows the areas where there are pipes that are being watch and evaluated to determining if lining would help to extend the life of the pipe.

Mrs. Cook asked why Cahaba Heights has such poor infrastructure. Mrs. Kearley stated that those improvements were built under different standards and no curb/gutter was installed to direct the drainage flow.

Fire Department:

Chief Green explained service delivery west of Hwy 280. He explained that on this side of 280, there is overlapping and redundancy and fire calls can be answered quickly. On the west side of Hwy 280, there's problems at Patchwork. He stated that the senior facilities takes over 25% of the total calls. Aspire and Cahaba Ridge take 10.5% and 48% of the calls, respectively, from Cahaba Height Station and go toward Patchwork Farms. He stated that they depend alot on Rocky Ridge Fire Station that's located in the area. He indicated that the VHFD assisted RRFD 600 times last year, which also have an impact the City resources.

Chief Green showed a comparison between the one fire station at Liberty Park and

three in the City of Homewood which represents almost the same area. He stated that Liberty Park will never be as densely populated as Homewood, but there is a significant growth expected along with huge homes with long driveways. He stated that when the fire station in Liberty Park was built, it was located in the center part of the developed area. Now with additional construction north and the Bray development toward the south, there'll be a strain on the services. Also, there's no redundancy in Liberty Park. If multiple calls happen, that's beyond capacity. He explained that Rex Lake station cannot be depended on because the medics are not in their station much. He stated that Mountain Brook is helping, but cannot help in the outer reaches of Liberty Park. Response times will become slower. Construction of the Bray development includes a hotel, commercial/retail, office, single-family and multi-family homes along with a school site. He stated that expected senior facilities and apartments, will significantly increase calls in Liberty Park. He stated that when this is built, this station will have the largest territory, the most multifamily housing, etc.

Mr. Pierce stated that, if the ok were given now, completion and equipping of a new facility would be 6 years. Chief Green stated that do have some time to build up to it, but soon it will require more attention.

Ryan Farrell, Asst. Fire Chief, stated that the stick-built apartments give him anxiety and they do their best to ensure that they are constructed safely. He states that in a month of two, they'll have an additional member to assist with these inspections. He gave statistics on inspections from the last year and they've seen a significant decrease of violations. He stated that is because of the diligence of the inspectors, education of business owners, and compliance. He stated they joined with sister cities, ATF, etc., as a Mountain Arson Task Force.

Chief Green stated that, in closing, they are in need of a training facility. He stated that the property they had looked at previously hit a dead end and that they still have a standalone building with props. He stated that the state college classes are being hosted there but cannot use it for suppression training. Now this is proposed for the back of SHAC near the proposed PD training center. Hopefully a cooperative PD/FD training facility for multiple reasons.

Finance Department:

Mr. Downes announced that the City just awarded the Government Finance Officers Association Distinguished Budget Presentation Award beginning October 1, 2023. The goal was to obtain this certification to validate the process with the new software and it was just delivered. He congratulated the Finance Department for that. Mr. Turner gave all credit to Zachary Clifton who initiated this.

Mr. Turner introduced Cortez Rice, Senior Revenue Examiner to address the Council about revenue collections.

Mr. Rice stated that there's one collection method in the office whereby a business owner can apply and pay in office or by phone. Another way is through Avenu's portal online. Also, the payment can be mailed into Avenu. Also, a merchant can go to OneSpot to make payment. These are the different ways to submit sales taxes.

Mr. Downes elaborated by explaining about there were some concerns if online sales

are done by businesses not a part of SSUT as to whether or not the City will obtain the taxes. He asked Mr. Rice how much confidence he has that the City is collecting the correct amount of taxes.

Mr. Rice stated he has been working with Avenu the last few weeks to get that clarification which is a difficult thing to pinpoint because the City shares a zip code with many cities.

Zach Clifton, Asst. Finance Director, highlighted the new software upgrades that Finance has implemented including the OpenGov budgeting tool, Concur software for expense recording on travel and Tyler ERP Pro 10 system implementation.

Police Department:

Chief Ware addressed the issue of code enforcement. The additional enforcement office is being selected right now and should be ready to go into the field to support Officer Williams soon. He stated they believe this will help to mitigate issues such as sign pollution, abandoned cars, etc. Office Williams is currently working over capacity.

Chief Ware stated that, in working with the Personnel Board, they have kicked off the Master Police Officer program. He stated 27 officers have started and 23 have completed the program and get a 5% premium pay. A MPO must do continuing education of 20 education hours a year.

Chief Ware stated that they joined the Shelby County COMPACT. He stated that they combined funds from the Opioid settlement and from COMPACT and added a SRO. He stated this is the best proactive solution to combat the increasing substance issues among young adults.

Chief Ware stated that they are working more digitally now and have done away with all codifications and municipal ordinances. They have worked with everyone to launch PowerDMS which is a document repository that went live this morning with the City and the VHPD just this week. This will allow digital manuals that an officer can access at any time with internet availability. He stated that paperwork needs to be at each of the 17 locations from which the officers work.

Chief Ware stated that they are fully onboard with the E-citation.

The Vestavia Hills Police Foundation is assisting the department with improved ballistic rated SWAT helmets. They also are beginning to help with a scholarship program and long-term purchases and improvements.

Chief Ware stated that he has challenged all members of the staff to enhance their training into specialized areas. He stated that they are maximizing the training budget. He stated that his primary goal is retention and the best investment of this City is in training of the employees and he feels that'd be a great retention tool.

Chief Ware stated that they had 16 residential burglaries last year which are the lowest ever reported. He reported other statistics of calls, arrests, SWAT ops, narcotics investigation, school safety checks, training, motor crashes and traffic one fatality. He also reported the latest statistics of crime data in 2023 vs. 2022.

Library in the Forest:

Mrs. Tucker presented a video the importance of continued improvements. They are always looking for ways to improve the customer service. Melanie Posey guest starred on the vehicle and interviewed employees of the Library to determine how they handle outreach programming, marketing, etc., in order to enhance the customer experience. Also, the possibility of a branch library located at Liberty Park.

Parks and Leisure Services:

Mr. Lee stated that there's been a transition between city sports and parent led sports programs and the scheduling of fields and facilities. He showed the new scheduling assistant called TeamSideLine Homepage. This helps to note the field/facility, time, etc. He showed examples of how these calendars work. He stated that he hopes to begin a reservation calendar process soon.

Building Safety:

Mr. Blanton described how their department performance has improved with the online system. He stated that this is the 2nd year they've done the online process. A huge reduction in paper with the use of the OpenGov system along with 19 permitting types. Each of these have welcome pages, instructions, workflows, etc.

City Clerk:

Ms. Leavings indicated that they are continuing on working on putting many of the records and services online. Public Records requests are now online along with all of her department's applications. The digitization process that the Council approved in the budget is gearing up so that the records may be shipped, scanned and indexed. There'll be a brief time whereby these records will not be easily accessible although she has been assured if a copy is needed it can be obtained. She stated she wants to get the system accessible internally before the end of the year and online with public accessibility before she retires.

Municipal Court:

Mr. Patel stated that one of the biggest complaints they hear from the public is that that they do not answer their phones. He stated that he has worked with Mrs. McCulley to provide more information on the website. Also, the VHPD carries case cards and asked that they provide information through a QR code to get information from the website. He stated that this helps to navigate citizens to the site before having to call the office. He stated that they are trying to test a new texting system to message answers. He stated he can get analytics to see if this type of communication is effective.

He stated that he's working with a software provider to do an online driving school scheduling option that can be provided through the credit card company. Discussion ensued regarding the problems with online scheduling.

Information Technology:

Mr. Estes stated that they had an addition of a second ISP for failover and dedundancy. He stated they are going to have to add onto network storage. They continue to work on cuber security and disaster recovery.

There being no further business, the Mayor recessed the meeting to 8 AM, Friday, February 16, 2024. Meeting recessed.

FRIDAY, FEBRUARY 16, 2024 (DAY TWO)

AT 8:00 AM, Friday, February 16, 2024, the Mayor called the meeting back to order. The clerk checked the roll with the following:

Roll call was as follows:

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

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Keith Blanton, Building Official; Dillon Watts, Building Inspector; Taneisha Tucker, Director, Library in the Forest; Daniel Tackett, Asst. Director, Library in the Forest; Darrin Estes, IT Director; Shane Ware, Police Chief; Lori Beth Kearley, Public Works Director; Marvin Green, Fire Chief; Mike Kelly, Police Captain; Jamie Lee, Director of Parks and Leisure Services; Christopher Brady, City Engineer; Ryan Farrell, Asst. Fire Chief

Other Matters and Opportunities

Vestavia City Schools - Dr. Todd Freeman, Superintendent.

Dr. Freeman spoke of the goals of this system. Then he addressed the planning of the future budgeting of the schools including achieving a responsible reserve with some cost saving measures of savings in personnel, energy savings and the pending sale of Central Elementary which should help with the reserve funds. He stated that they anticipate revenue growth of 4% per year.

Dr. Freeman explained facility improvements needed and the capacities on campuses. He spoke to safety and security in the schools, taking advantage of state grants to help them work those priorities. There is a need for additional HVAC and roofing at various campuses estimated at approximately \$35 to \$40 million. He highlighted spaces shared with the Ctiy including fields, gyms accessibility to fields at an estimated \$3.5 million.

Dr. Freeman stated that need to focus on expanding profound learning speceriences including expansion of STEM opportunities in K-12. The schools will continue to look to community and corporate partnerships.

Discussion ensued concerning the shared species, teacher salaries, retention of teacher, materials and supplies, etc. Mr. Downes stated that the Council can review what Dr. Freeman is talking about on a "pay as you go" basis as the Council studies the cash flow of

the City. Also, long-term needs of elementary school in Liberty Park and the population trends in that area. It's difficult to predict the trends in population. Dr. Freeman added that class sizes are a firm commitment in the system.

Mrs. Cook stated that she, as a legislator, appreciates the fiscal responsibility of the Board members and the fact that all avenues of revenues and opportunities have been explored with each year.

Mr. Pierce encourage everyone to attend the coffee and conversation.

Mr. Downes indicated that the schools are discussing communication strategies and working the Mrs. McCulley and Whit from the schools. Dr. Freeman stated they are studying communication techniques and ways to put out important information. Trending statistics have shown that many go to social media for information. He stated that he believes the Board has to stay aligned with the Board and collectively looking at the same vision for both entities. He stated he is thankful to have a partnership in the City.

Birmingham Jefferson Transit Authority Update:

Christopher Nanni, BJCTA, stated he is addressing the Council today concerning microtransit for the area and for Vestavia Hills. He introduced his team. He went over the model for transit ridership and stated that the model in Vestavia Hills is best for microtransit.

Aeriella introduced Via which is a global leader in public transit. She stated that they work with many partners across the world. She explained what microtransit is which is a modern form of "on demand transit" whereby vans are used rather than buses and rides are requested by an app and routes can be developed pursuant to the app. She showed the current app "Birmingham on Demand" which is presently in use in Birmingham. The algorithms pair up routes to the best partnership of current rides to common destinations.

Discussion ensued as to the expansion of zones outside of the connector zone and various questions of the City Council concerning the use of the app, zones, cost, etc.

In closing, they offered to fund a pilot program and work with a committee made up of a Councilor and some other select individuals. Mrs. Cook offered to serve on behalf of the Council.

Mr. Downes stated that there is a shortage of senior drivers and Sandi Wilson, Parks and Recreation, has been having to serve as a driver.

Paige Coker, BJCTA Board member representing Vestavia Hills, stated that there are so many diversified options that need to be studied and the needs of the County is varied. She thinks for the first time they are getting more communication, members are coming to answer the questions of the Council and she's excited about the direction of the BJCTA. She stated they are working toward analytics that were not available before. The BJCTA is one of the few in the state that receives no state funding although it is always requested.

Update on Community Spaces:

Raynor Boles, TCU and Community Spaces Project Manager, gave a wrap-up of the Community Spaces Plan. He thanked the Council for the support of the Plan and the deliveries. He stated that if they could duplicate the talents of this City throughout the

state, they could accomplish alot throughout the state. He stated that he is still working with Mr. Lee on smaller issues and there'll be warranty commitments throughout this year that they'll continue.

Mrs. Cook commended Mr. Boles and his company on their work and quality. She stated it was important to get quality products.

Executive Session:

The Mayor indicated that an Executive Session is needed for potential sale/purchase of property. He stated that the Executive Session is expected to last 20 minutes and Mr. Boone has indicated in writing that this is a permissible reason for an Executive Session. He opened the floor for a motion.

MOTION: Move into Executive Session for an estimated 20 minutes for the potential sale/purchase of property. Motion By: Kimberly Cook. Seconded By: George Pierce.

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

At 10:05 AM the Council exited the Chamber and moved into Executive Session. At 10:30 the Council re-entered the Chamber and the Mayor called the meeting/work session back to order.

Alabama Fallen Warriors Project:

The Mayor stated he would like to introduce a concept of a veteran's memorial in the City. He stated that Altadena Valley Park would be a great place for one. He stated that Hoover has an active veteran's committee and he's been impressed by them. He asked Mark Davis to see what the City could do.

Mark Davis, founder and CEO of V4V (Vets for Vets), stated that he has enjoyed working with vets and is happy to lend his expertise to the City to study a veteran's memorial. He indicated they coordinate with the Alabama Fallen Warriors Project. He showed an arbor built in Aldrich Gardens which became a memorial service area and has become a favorite gathering press. Other memorials were shown. A QR code is available there to assist a visitor in finding a certain memorial. a conceptual design was shown to the Council which consisted of a sundial with a flag in the middle. The six service flags are set in the perimeter. This entire concepts makes one think of time. He stated that Tony Renta, landscape architect, has a way to improve the concept. Another depiction was shows incorporating Mr. Renta's landscaping designs.

Mr. Renta stated this can be facilitated any time because there's no need to waited on floodplain requirements.

Mr. Davis stated another concept would be to located it to allow that all 6 flags will be highlighted by the sun at 11 AM on November 11 of each year.

Discussion ensued concerning flagpole stabilization,

Mr. Davis, in closing stated he'd like to begin to set up a "trail of tears" to ensure that all the Alabama Veteran's memorials are mapped in a single tourism map for Alabama.

History of Vestavia Hills Exhibit:

Mayor Curry stated that the Historical Commission has a difficult time displaying historical information and pictures of the City. The purpose would be to honor distinguish citizens which played a valuable role in making the City what it is today. He pointed out that Ruby Denson as a prime example of such a citizen. He stated that this could have a continuous slideshow going with a QR code for anyone who wants to do more research on each person. This would be located on the opposite side of the administrative wall from the Jabo Waggoner exhibit. He stated he is asking for support on this idea and allow this to move toward this exhibit.

Discussion ensued as to having a historical wall or notable citizens but it makes more sense to focus on historical here and maybe the notable citizens at the Civic Center or somewhere else as there are so many notable citizens of the City. The Mayor acknowledged that it could be separate exhibits but he needs buy-in from the Council to determine how to proceed.

Public Art:

Mr. Downes stated that this goes back into the previous segment, Communications with Mrs. McCulley.

Cinnamon McCulley, Asst. City Manager, stated that they have been discussing into better communication needs for the city, school board and the Chamber. She stated this begins with the Community News which has been reduced to 4 pages. She stated that the Chamber has indicated that this is no longer effective for them so they ceased to participate in the Newsletter and that has allowed a reduction of advertising. She explained that this is published 10 times a year, but she's suggesting that this be reduced to quarterly. As postage increases costs, the City pays \$30,000 with the Chamber and the Board sharing the rest. She stated that as the residents age and are replaced with a younger generation and more tech savvy. She stated that the content of Mountain Brook's newsletter, which is sent quarterly, is quite large, contains advertising, etc. She stated that if the City's was taken to quarterly and supplemented with digital. An 8 page document published quarterly reduces the total cost to \$22,600. She stated that the costs can be divided between the city and the schools and would be a win/win for both entities. She stated she'd like to get the Council's input on a quarterly newsletter along with a digital communication monthly.

Mrs. Cook stated she doesn't read publications through the mail and getting everything online and she does see value to this reduction in paper.

Discussion ensued that he is a frequent visitor of the more senior citizens and they'll not go online. Mrs. Cook stated that this would be a mix of the regular physical newsletter along with a digital supplement. She stated that it would be good to budget some way of boosting the posts. Mrs. McCulley explained that the reduction of the costs that would allow boosting of that and other platforms. She stated that she likes that there are listings of details in the Mountain Brook paper in lieu of actual articles including Council actions, Ordinances, Resolutions, etc. She explained that since many citizens donor come to the meetings and can use this stay more in tune with Council actions.

Mrs. McCulley stated that Vestavia Hills Connect has the capability of text notifications. She stated that she could add separate events that people can sign up to receive these and have people register to opt into what they want to receive.

Mrs. McCulley stated that they are beginning the business group meetings. The Chamber is calling it the Business Buzz. The next meeting will be February 21 at 8:30 AM to target segmented business districts. They are encouraging everyone to attend. She explained that creating these business districts helps to bring value to each area.

Mrs. McCulley stated that they have been studying leakage and find it's chicken fast food places and bar/pub businesses. She stated not a lot of areas have the benefit of the Placer AI information.

Mr. Pierce stated that bringing Cinnamon's expertise to the Council has been very beneficial to the Chamber. Her efforts to contacting the merchants and pointed them in the right direction has helped and will continue to help.

2024 Legislative Session:

Mr. Downes stated that one of the issues at the legislature that's being discussed is gaming and casino location. He presented some Placer AI data from three locations: Pearl River Resort, Wind Creek Casino in Wetumpka and the Birmingham Race Course. All are different type of facilities, but all have a type of gaming. He showed the data results for a year beginning February 1, 2023 until January 31, 2024. He read the data and indicated that all three facilities have shown an exponential growth over the past three years. He showed the demographics of the visitors.

Mrs. Cook gave examples of her research concerning the people who are lured to these gaming facilities, the effects on persons, addiction, etc. She reiterated the amounts that the State will be spending to help these individuals with these addictions and mental illness and the ill effects it will have on the younger generation.

Financial Review:

Mr. Downes read over the revenues vs. expenditures of the last fiscal year. He stated this was one of the best years we've ever had. However, the numbers are showing a slow down the first quarter of this fiscal year in sales tax collections. As of the end of FY22, the fund balance and emergency reserve end at a projected \$29,288,117. He stated that the City has normally taken half of the surplus at the end of the year to put into emergency reserve and the rest to capital. He gave the reasoning for doing that. Right now, however, the rating agencies have seen the city contribute to the emergency reserve each year and the rating agencies approve. He asked if maybe some of the monies should be used for other things that the Council wants to focus upon.

Mr. Downes indicated that the ad valorem taxes for FY24 will exceed budget so there'll be growth there. He stated that some sales tax collections will come from the construction of the Bray. However, these sales taxes will begin to slow. He explained that the closing of Community Spaces will allow some funding for capital projects to do some capital non-reoccurring expenses for "low hanging fruit" that needs to be done in the City.

Mr. Downes stated that the investment income is great now, but will also begin to slow down. Rates need to be locked in right now. With all that, he stated that the City is doing well financial and this next fiscal year might slow a bit but should still be good. If the Council wants to do something as a priority, some of these things might can be done and determine needs of today or the immediate future.

Discussion ensued concerning a proposed control over increases in assessment of property.

Closing Priorities:

Mr. Downes polled the City Council on priorities for the upcoming year. In closing, he surmised what he derived as the Council strategies and priorities for 2024.

illustration on next page

2024 Strategic Planning Work Session Priorities as Determined by the City Council

Priority Ranking	Item Description	Avg Priority (5= highest)	
1	Adherence with Established Financial Policies	4.6	Highest Priorities 2024
2	Prioritize Evaluation of 3rd Party Usage of Athletic Fields	4.6	
3	Invest in Vestavia Hills City Schools	4.4	
4	Explore Fire Service Enhancements in Liberty Park	4.4	
5	Continue "First Step Pavement Mgt System"	4.2	
6	Continue Trade Area Economic Development Strategies	4.2	
7	Hwy 31 RoW Beautification	4	
8	Improve Liberty Park Ballfields	4	
9	Prioritize Transportation Improvement Projects	3.8	Secondary Priorities 2024
10	Add Parking at the Civic Center	3.8	
11	Invest in City Hall Complex Generator	3.6	
12	Add a Veteran's Memorial at Altadena Valley Park	3.6	
13	Plan for East Side Police Facility	3.6	
14	Plan for East Side Library Facility	3.6	
15	A "paperless"-more digital government	3.4	
16	Improve Cahaba Heights Gateway	3.4	
17	Evaluate More Effective Communication Strategies	3.4	
18	Adopt Updated Sidewalk Masterplan	3.2	
19	Invest in Phase 2 of Altadena Valley Park	3.2	
20	Expand Capabilities of Public Works Personnel	3	
21	Invest in Historical Displays	2.8	Lower Priorities 2024
22	Engage in Pilot Micro-Transit Project	1.8	

Importance of Resource Allocation for Major Strategies

1	Cooperative Investment in Vestavia Hills City Schools	16.30%
2	Public Safety Training Facilities	15.00%
3	Stormwater Infrastructure	13.80%
4	Liberty Park Park Masterplan Development	12.50%
5	Transportation Infrastructure	10.00%
6	Altadena Valley Park Phase 2 Investment	10.00%
7	Generator Upgrade for City Hall Complex	8.80%
8	Sidewalk Masterplan Implementation	7.50%

Adjournment

There being no further business, the Mayor adjourned the Work Session. The Mayor adjourned the meeting at 1:47 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



**Vestavia Hills
City Council Minutes
February 26, 2024
6:00 PM**

1. Call to Order

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

2. Roll Call

Roll call was as follows:

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

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Clerk; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Lori Beth Kearley, Public Works Director; Jamie Lee, Director of Parks and Leisure Services; Marvin Green, Fire Chief; Umang Patel, Court Director*

3. Invocation - Chaplain Don Richards

4. Pledge Of Allegiance

5. Approval Of The Agenda

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

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

Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head,

George Pierce. No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Mr. Pierce welcomed Chamber of Commerce Board members Andrew Burke and Clabe Dobbs to the meeting.
- The Mayor reminded everyone that the primary is scheduled for Tuesday, March 5, 2024. He encouraged everyone to get out and vote.

7. City Manager's Report

- Mr. Downes announced that bids were received by ALDOT for the proposed pedestrian bridge. He indicated that although the bid came in at \$148,000 more than what was budgeted, it is still within reach and should be coming to the Council soon for consideration once the funding is lined up. If approved, construction might begin this summer with completion in 2025.
- Mr. Downes described an issue that is developing in Mountain Brook. He showed maps of the rear of Cromwell Drive, Arundel Drive and Hallbrook Lane. He stated some public conversations have taken place concerning what they deem as 'cut-thru' traffic from Vestavia through Mountain Brook residential roads to get to Overton Road. The Mountain Brook Council will review this in a public meeting and either put in speed humps or close these drives. Skipper Consulting was retained by Mountain Brook and the findings of this are that the speed on the roads is not excessive and that the traffic is on the high end of acceptable on that type of roadway. He shows traffic counts that Skipper Consulting did show 2,460 cars a day coming through that area, which was close to the data that Mr. Downes were retrieved from Placer AI and have shown a reduction since 2019 but have remained stable through the most recent years. He has discussed this potential closure with his staff and there were a few concerns. He stated that the City admits that there were detours during the construction of Crosshaven that did affect those streets. However, when you begin looking at closing streets, it is contrary to traffic-calming to lose connectivity and close streets. It would also impact emergency responses, especially the mutual aid response that the City currently has with Mountain Brook. A review of the site does show that while this closure might be feasible from an engineering site perspective, there is an issue with access to a fire hydrant for Vestavia should the roadway be closed. If the street were to be closed, public safety issues would need to be preserved. He stated that clearly this is not a Vestavia Hills issue, but it could impact the City if Mountain Brook takes measures they are considering. Discussion ensued on the various options that are being considered. In the end, the Council did have concerns about the closure of the roadways because of the effects it might have on access to a fire hydrant and emergency responses.

8. Councilors' Reports

- Mr. Pierce commended the Cahaba Heights Merchant's Association for their use of a QR code at recreational areas. He stated that the merchants showed a substantial increase in sales and attributed it to those codes used in the recreational areas of the City. He commended them on testing the codes and Mrs. McCulley for advising them on this technique.

- o Cinnamon McCulley, Asst. City Manager, explained that they had a meeting last Wednesday called the Business Buzz. She stated that they are also meeting Friday and plans to go into each of the 6 defined commercial areas to meet with merchants at their locations and facilitate a mobilization to sue techniques like this to come together and increase productivity.

9. Financial Reports - Melvin Turner III, Finance Director

Mr. Turner, Finance Director, presented the financial reports for the month ending January 2024. He read and explained the balances. He also congratulated Zachary Clifton on the birth of his second child, who was born that afternoon.

10. Approval Of Minutes - February 12, 2024, Regular meeting

The Mayor announced that the minutes of the February 12, 2024, regular meeting, are being presented for approval. He opened the floor for a motion.

MOTION: Approve the regular meeting minutes of February 12, 2024 as presented. Motion By: Kimberly Cook. Seconded By: George Pierce.

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

Old Business (Public Hearing)

11. Public Hearing - Ordinance Number 3207 - An Ordinance to accept a proposal from Coca-Cola Bottling Company to become the concessions/vending provider for a period of three years at all Vestavia Hills Parks and Leisure Facilities. Acceptance will authorize the Mayor and City Manager to do all actions necessary to secure Coca-Cola as the vendor.

MOTION: Approve Ordinance Number 3207 as presented. Motion by: George Pierce. Seconded by: Paul Head.

Mr. Head explained that Mr. Lee, the Director of Parks and Leisure Services solicited vendors for proposals for beverage services for the department. The Board examined the proposals from both Buffalo Rock and Coca Cola and recommended the proposal presented by Coca Cola. He stated the recommendation was unanimous based on all the information obtained. This is a 3-year contract with the option to renew.

Mrs. Cook pointed out this had been discussed in detail at previous meetings and work sessions. Mr. Head stated that they have been bouncing back and forth with the City attorney to finalize the agreement.

Mr. Lee stated that once it is signed, it'll be on the ground in a couple of weeks.

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

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

New Business

12. Resolution Number 5502 - A Resolution authorizing the City of Birmingham, Alabama, to annex certain property within overlapping police jurisdiction of Vestavia Hills, Alabama, pursuant to the provisions of Section 11-42-21(c), Code of Alabama, 1975

MOTION: Approve Resolution Number 5502 as presented.. Motion by: Kimberly Cook. Seconded by: George Pierce.

Mr. Downes explained that this resolution gives Birmingham the ability to annex a corridor along I-459 that was recently de-annexed by the City of Vestavia Hills. Birmingham will make a similar resolution this week to allow Vestavia Hills to annex a corridor in the middle of this lot to allow for construction of an office building in Vestavia Hills.

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

VOTE: Roll call vote as follows: Yes: None. No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

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

13. Public Hearing - Ordinance Number 3312 - Annexation - Overnight - A portion of 1051 Highwall Drive; Lot 1 The Bray at Liberty Park First Addition; Liberty Park Joint Venture, Owners

14. Citizens Comments

- None.

15. Time Of Adjournment

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:33 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



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

March 11, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3212 - Annexation - Overnight
- A portion of 1051 Highwall Drive; Lot 1 The Bray at Liberty Park
First Addition; Liberty Park Joint Venture, Owners

Background:

In 2023, the City of Birmingham de-annexed a corridor that traverses the center of Lot 1, The Bray at Liberty Park First Addition. In an effort to keep their corridor contiguous, Vestavia Hills de-annexed a portion of the same lot in an area abutting Interstate 459 right-of-way. This will annex the central corridor de-annexed by the City of Birmingham and allow them to annex a corridor along I-459 so that an office building can be constructed on Lot 1 in the city limits of Vestavia Hills.

Recommendation:

Approval is needed to complete the swap of corridors between municipalities.

Fiscal Impact:

na

Attachments:

1. Ordinance 3212
2. Birmingham Assent to VH Annex - RES 345-24

ORDINANCE NUMBER 3212

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

WHEREAS, a certain petition signed by Liberty Park Joint Venture dated 12, 2024, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

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

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

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

A portion of 1051 Highwall Drive
See Attached Exhibit A for Legal Description
Liberty Park Joint Venture

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

APPROVED and ADOPTED this the 11th day of March, 2024.

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 # 3212 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 11th day of March, 2024, 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 _____, 2024.

Rebecca Leavings
City Clerk

LEGAL DESCRIPTION
THE BRAY AT LIBERTY PARK FIRST ADDITION
BIRMINGHAM ANNEXATION PARCEL II

A part of Lot 1, The Bray at Liberty Park First Addition as recorded in Map Book 260, Page 22 in the Probate Office of Jefferson County, Alabama, and acreage situated in the North 1/2 of the N.W. 1/4 of Section 13, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the N.E. 1/4 of the N.W. 1/4 of Section 13, Township 18 South, Range 2 West, Jefferson County, Alabama and run in a Westerly direction along the North line of the N.W. 1/4 of the N.W. 1/4 of said Section 13 a distance of 20.08 feet to the Point of Beginning of the property herein described: thence continue along the last described course in a Westerly direction a distance of 25.02 feet to a point on the Easterly right-of-way line of Interstate Highway I-459; thence 87°23'23" to the right in a Southwesterly direction along the Easterly right-of-way line of Interstate Highway I-459 a distance of 1167.62 feet to a point; thence 101°42'56" to the left in a Northeasterly direction a distance of 142.60 feet to a point; thence 82°31'24" to the left in a Northerly direction a distance of 25.21 feet to a point; thence 97°28'36" to the left in a Southwesterly direction a distance of 115.16 feet to a point; thence 101°42'56" to the right in a Northwesterly direction a distance of 1138.04 feet to the Point of Beginning.

Containing 32,043 square feet or 0.736 acre.



ANX-24-2

Annexation Application

Status: Active

Submitted On: 2/12/2024

Primary Location

1051 HIGHWALL DR

VESTAVIA HILLS, AL 35242

Owner

Applicant

 John Bonanno

 770-367-9552

jbonanno@danielcommunities.com

 1000 Urban Center

Ste 235

Vestavia Hills, Alabama

35342

Owner Information

Owner's Name* 

Liberty Park Joint Venture LLP

Owner Mailing Address Inc. City, State, Zip*

1000 Urban Center Ste 235 Vestavia Hills 35242

Property Information

Address of Property to be annexed?*

1051 Highwall Drive (a portion of)

Legal Description of Property to be Annexed* 

A portion of Lot 1, The Bray At LibertyPark First Addition

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 13 2 000 001.007

County Zoning Classification

VH PUD PB

Is this annexation for redevelopment?*

Yes

Compatible City Zoning Classification

na

Desired Zoning Classification

PUD

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

No

If for redevelopment, please explain

Corridor Exchange with City of Birmingham

☞ If not, please explain

Part of PUD development

Annexation Request Information

Please Explain your reason for requesting annexation?*

Relocating City of Birmingham Holding Zone strip to external boundary of Liberty Park/City of Vestavia Hills limits.

Are you located in the Rocky Ridge Fire District?*

No

Information on Children

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

—

Name of Child

Age of Child

Recommended by: The Mayor, the Administration Committee and the Director of Planning,
Engineering and Permits

Submitted by: The City Attorney

RESOLUTION NO. 345-24

**A RESOLUTION PURSUANT TO CODE OF ALABAMA (1975) SECTION 11-42-21(c)
ASSENTING TO THE ANNEXATION BY THE CITY OF VESTAVIA HILLS OF
TERRITORY LOCATED WITHIN THE OVERLAPPING POLICE JURISDICTIONS OF
THE CITY OF BIRMINGHAM AND THE CITY OF VESTAVIA HILLS**

WHEREAS, the City Council of the City of Birmingham, Alabama, has been notified that Liberty Park Joint Venture, LLP, being the sole owner of all of the land within the territory herein described (hereinafter referred to as the “Property”), has filed a certain written petition signed by such owner with the City Clerk of the City of Vestavia Hills requesting that the Property be annexed into the City of Vestavia Hills; and,

WHEREAS, the Property, described in **Exhibit A** attached to this Resolution and incorporated herein by reference, is contiguous to the City of Vestavia Hills and is located within the overlapping police jurisdictions of the City of Vestavia Hills and the City of Birmingham; and

WHEREAS, pursuant to Section 11-42-21(c), Code of Alabama (1975), the City of Vestavia Hills has requested that the City of Birmingham adopt a resolution assenting to the annexation of the Property into the City of Vestavia Hills, notwithstanding that the Property is located within such overlapping police jurisdictions of the City of Birmingham and the City of Vestavia Hills; and

WHEREAS, pursuant to Section 11-42-21(c), Code of Alabama (1975), the City of Birmingham assents to the annexation of the Property into the City of Vestavia Hills,

notwithstanding that the Property is located within the overlapping police jurisdictions of the City of Birmingham and the City of Vestavia Hills.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Birmingham as follows:

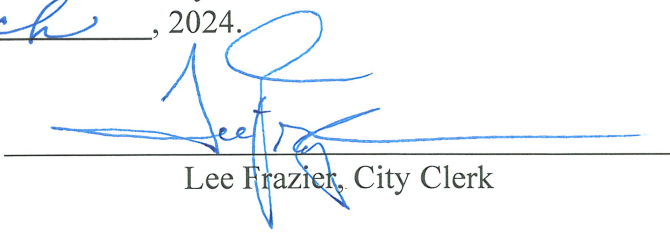
Section 1. The City of Birmingham, pursuant to the provisions of Section 11-42-21(c) of the Code of Alabama (1975), hereby assents to the annexation of the Property into the City of Vestavia Hills, Alabama, pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama (1975), as amended, notwithstanding that the Property is located within the overlapping police jurisdictions of the City of Birmingham and the City of Vestavia Hills.

Section 2. The City Clerk shall deliver a certified copy of this Resolution to the City Clerk of the City of Vestavia Hills.

CERTIFICATION

I, the undersigned qualified Clerk of the City of Birmingham, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the named therein, at a regular meeting of such Council held on the 27th day of February, 2024. And approved by the Mayor on the 29th day of February, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 13th day of March, 2024.



Lee Frazier, City Clerk

[SEAL]

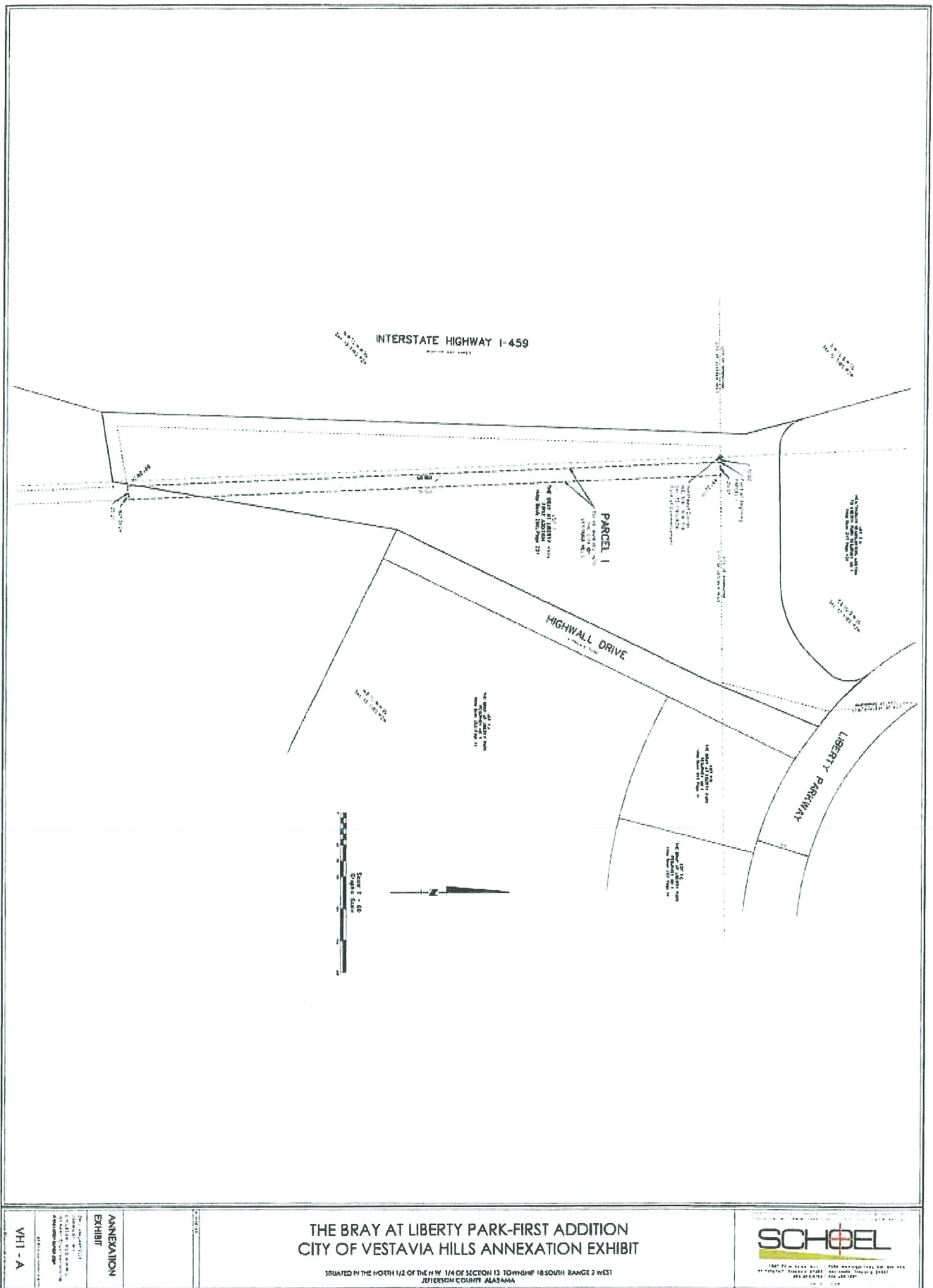
EXHIBIT A

LEGAL DESCRIPTION THE BRAY AT LIBERTY PARK FIRST ADDITION VESTAVIA HILLS ANNEXATION PARCEL I

A part of Lot 1, The Bray at Liberty Park First Addition as recorded in Map Book 260, Page 22 in the Probate Office of Jefferson County, Alabama, and acreage situated in the N.E. 1/4 of the N.W. 1/4 of Section 13, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the N.E. 1/4 of the N.W. 1/4 of Section 13, Township 18 South, Range 2 West, Jefferson County, Alabama and run in an Easterly direction along the North line of said 1/4-1/4 section a distance of 10.00 feet to the Point of Beginning of the property herein described: thence continue along the last described course in a, Easterly direction a distance of 25.01 feet to a point; thence 88°22'17" to the right in a Southerly direction a distance of 1115.10 feet to a point; thence 82°31'24" to the right in a Southwesterly direction a distance of 25.21 feet to a point; thence 97°28'36" to the right in a Northerly direction a distance of 1119.09 feet to the Point of Beginning.

Containing 27,927 square feet or 0.641 acre.





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

March 11, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Ordinance Number 3209 - An Ordinance to amend Ordinance Number 3176 providing for levying of municipal taxes for the City of Vestavia Hills and for assessment and collection by Jefferson County

Background:

This Ordinance is approved annually to authorize the Jefferson County Tax Assessor to assess and collect municipal taxes for the tax year 2024-2025 pursuant to Alabama law.

Recommendation:

na

Fiscal Impact:

na

Attachments:

1. Ordinance 3209

ORDINANCE NUMBER 3209

AN ORDINANCE TO AMEND ORDINANCE 3176 PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF.

WITNESSETH THESE HISTORICAL RECITALS:

WHEREAS, prior to November 15, 1982, the ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Eight and 21/100 Dollars (\$8.21), which consisted of the following amounts:

- | | | | |
|----|--|-----------|-------------|
| 1. | <u>State of Alabama:</u> Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. | \$ | 0.65 |
| 2. | <u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 1.35 |
| 3. | <u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 0.82 |
| 4. | <u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 0.96 |
| 5. | <u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 0.55 |
| 6. | <u>Local General Municipal and Special Municipal School Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 3.88 |
| | TOTAL | \$ | 8.21 |

and;

WHEREAS, prior to November 15, 1982, the aggregate locally approved millage for general municipal purposes and local school taxes of 38.8 mills (being at the rate of \$3.88 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	10.275
Garbage Collection	10.275
West Elementary - Warrants	3.150
High School and Operations	<u>15.100</u>

TOTAL 38.800 and;

WHEREAS, all real property in the City of Vestavia Hills, Alabama, has been reappraised; and

WHEREAS, the Tax Assessor of Jefferson County in 1982 certified to the City of Vestavia Hills that total assessed value increased from \$42,983,320.00 in 1981 to \$63,427,627.00 in 1982; and

WHEREAS, the City of Vestavia Hills, Alabama, pursuant to the authority granted by Constitutional Amendment Number 373 (Lid Bill) of the Constitution of Alabama 1901, adopted Ordinance Number 633 on November 15, 1982, which reduced the ad valorem tax rate by 7.8 mills (\$0.78 per \$100.00 of assessed value). Following the enactment of Ordinance Number 633, the total millage rate consisted of the following separate taxes:

- | | | | |
|----|---|----|------|
| 1. | <u>State of Alabama:</u> Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. | \$ | 0.65 |
| 2. | <u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 1.35 |
| 3. | <u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assess value of such property. | | 0.82 |
| 4. | <u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 0.96 |
| 5. | <u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property. | | 0.55 |

6.	<u>Local General Municipal and Special Municipal</u>	3.10
	<u>School Taxes:</u> Three and 10/100	
	Dollars on each One Hundred Dollars	
	(\$100.00) of the assessed value of such	
	property.	
	TOTAL	\$ 7.43

After the adoption of Ordinance Number 633, the aggregate locally approved millage for general municipal purposes and local school district taxes of 31.0 mills (being at the rate of \$3.10 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	0.821
Garbage Collection	0.821
West Elementary - Warrants	0.252
High School and Operations	<u>1.206</u>

TOTAL 3.100 and;

WHEREAS, the Vestavia Hills Board of Education unanimously adopted a resolution requesting that the ad valorem tax millage for education purposes be returned to the pre-November 15, 1982, rates by reinstating the 3.7 mills (.37 per \$100.00 of assessed value) as follows:

West Elementary Warrants from	2.52	to	3.15
High School & Operations from	12.06	to	15.10; and

WHEREAS, said resolution was presented to the City Council on February 4, 1985; and

WHEREAS, a public hearing was held on February 11, 1985, on the issue of whether or not to reinstate the 3.7 mills for the benefit of the Vestavia Hills Board of Education; and

WHEREAS, the Vestavia Hills Board of Education has requested the City Council to return the ad valorem millage tax rates that affect the Vestavia Hills School System to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating Thirty-Seven Cents (\$0.37) on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 12.06 High School mills (\$1.206 on each \$100.00 of assessed value) be adjusted to 15.1 mills (\$1.51 on each \$100.00 of assessed value).

2. The 2.52 West Elementary mills (\$0.252 on each \$100.00 of assessed value) be adjusted to 3.15 mills (\$0.315 on each \$100.00 of assessed value); and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, agreed to approve the request of the Board of Education by reinstating the 3.7 mills (\$0.37 per \$100.00 of assessed value). The City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 744 on February 18, 1985, which said Ordinance provided, among other things, as follows:

1. Reinstatement of 3.7 mills (0.37 on each One Hundred dollars of assessed value).
2. Established that the aggregate local millage for general municipal purposes and local school district tax rates are Three and 47/100 Dollars (\$3.47) per One Hundred Dollars (\$100.00) of the assessed value of said property.
3. That the \$3.47 local millage consists of the following:

(a)	General Municipal Purposes	0.823
(b)	Garbage Collection	0.823
(c)	West Elementary - Warrants	0.315
(d)	High School and Operations	<u>1.510</u>
	TOTAL	3.470

and;
4. The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Alabama, shall amount to Seven and 80/100 Dollars (\$7.80) and shall consist of the following:

State of Alabama	\$	0.65
Jefferson County		1.35
Jefferson County Schools		0.82
Special School District Tax		0.96
Special School District Tax		0.55
General Municipal Purpose Tax		1.96
Special Municipal School Tax		<u>1.51</u>
TOTAL	\$	7.80

WHEREAS, the City Council of the City of Vestavia Hills subsequently desired to return the millage tax rates that affect the General Fund to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating (4.1 mills) forty-one cents on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 8.23 General Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).
2. The 8.23 Garbage Collection Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).

The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value property in the City of Vestavia Hills, Alabama, shall amount to Eight Dollars and 21 Cents (\$8.21) and shall consist of the following:

1.	<u>State of Alabama:</u> Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property.	\$ 0.65
2.	<u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	1.35
3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assess value of such property.	0.82
4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	3.88
TOTAL		\$ 8.21

WHEREAS, on May 4, 1987, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 901, which established the ad valorem tax rate of Eight and 21/100 Dollars (\$8.21) per One Hundred Dollars (\$100.00) of assessed value as shown in the schedule immediately above; and

WHEREAS, a referendum was held in the City of Vestavia Hills, Alabama, on Tuesday, May 8, 1990, at which election the qualified electors of the city voted on the following issue:

**TEN AND ONE-HALF MILL TAX INCREASE
IN VESTAVIA HILLS, ALABAMA,
FOR PUBLIC SCHOOL PURPOSES**

Shall the ad valorem tax presently being levied in the City of Vestavia Hills, Alabama, pursuant to provisions of the Constitution and the laws of the State of Alabama, including the election held in the City on April 28, 1970, at the rate of One Dollar and Fifty-one Cents on each One Hundred Dollars worth of taxable property in the City be increased to the rate of Two Dollars and Fifty-six Cents on each One Hundred Dollars worth of taxable property in the City (an increase of One Dollar and Five Cents on each One Hundred Dollars worth of taxable property, or ten and one-half mills); such additional ten and one-half mill tax to be levied and collected for each year beginning with the levy for the tax year October 1, 1989, to September, 1990 (the tax for which year will be due and payable October 1, 1990) and ending with the levy for the tax October 1, 2016, to September 30, 2017 (the tax for which year will be due and payable October 1, 2017) and to be used by the City Board of Education of the City of Vestavia Hills for public schools purposes?

_____ For Proposed Taxation

_____ Against Proposed Taxation

The majority of the qualified electors voted "For Proposed Taxation". The specific totals were:

For Proposed Taxation	3,097
Against Proposed Taxation	3,065

Following the referendum vote on May 8, 1990, the aggregate ad valorem tax rate on each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Nine and 26/100 Dollars (\$9.26) and consisted of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		0.960

5.	Special School District Tax	0.550
6.	Local General Municipal Purpose Tax	2.055
7.	Special Municipal School Tax	2.560
8.	West Elementary	0.315

TOTAL \$ 9.260

On August 27, 1991, the voters of the City of Vestavia Hills, Alabama, elected to renew the 8.2 mill Jefferson County School ad valorem tax.

On April 28, 1992, the voters of the City of Vestavia Hills, Alabama, elected to renew the 5.5 mill Special School District ad valorem tax.

On May 3, 1993, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 1353, levying ad valorem taxes at the rate of \$9.26 per \$100.00 of assessed value on real and personal property located within the City for the period beginning October 1, 1993, and ending September 30, 1994.

On October 26, 1993, the voters of the City of Vestavia Hills, Alabama, voted in favor of a 9.6 mill increase of the 5.5 mill ad valorem tax (under Section 2 of Amendment 3, sometimes referred to as Amendment Number 3, Three Mill District Tax) to 15.1 mills.

Because of the 9.6 mill increase of the 5.5 mill ad valorem tax to 15.1 mills, the 9.6 mill ad valorem tax authorized by Amendment Number 82 of the Constitution of the State of Alabama was not renewed.

On March 11, 2014, the voters of the City of Vestavia Hills, Alabama, voted in favor of renewing the levy of the said 10.5 mill tax commencing with the tax year for which taxes will become due and payable on October 1, 2018 and for each consecutive tax year thereafter without limit as to time.

WHEREAS, a referendum was held in the City of Vestavia Hills, Alabama, on Tuesday, May 9, 2023, at which election the qualified electors of the city voted on the following issue:

SPECIAL MUNICIPAL TAX ELECTION
9.8 MILL INCREASE IN EXISTING 25.6 MILL SCHOOL TAX
FOR PUBLIC SCHOOL PURPOSES IN THE
CITY OF VESTAVIA HILLS, ALABAMA

MAY 9, 2023

PROPOSITION

Shall the City of Vestavia Hills be authorized to levy and collect, at the rate of 3.54% (or 35.4 mills on each dollar) of the assessed value of taxable property in the City (being an increase of 9.8 mills), the special ad valorem tax authorized at elections held on April 28, 1970, May 8, 1990, and March 11, 2014, and now being levied at the rate of 25.6 mills; said tax at the increased rate of 35.4 mills to be levied and the proceeds thereof used by the Vestavia Hills City Board of Education for public school purposes in the City; said increase to be effective for each tax year of the City commencing with the tax year for which taxes of the City will become due and payable on October 1, 2023, and continuing for each successive tax year thereafter, without limit as to time?

() FOR said proposed 9.8 mill increase in existing 25.6 mill tax, resulting in said 3.54% (or 35.4 mills) additional rate of taxation commencing with the tax year for which municipal taxes will become due and payable in the City of Vestavia Hills on October 1, 2023, and for each consecutive tax year thereafter, the proceeds of which shall be used by the Vestavia Hills City Board of Education for public school purposes.

() AGAINST said proposed 9.8 mill increase in existing 25.6 mill tax, resulting in said 3.54% (or 35.4 mills) additional rate of taxation commencing with the tax year for which municipal taxes will become due and payable in the City of Vestavia Hills on October 1, 2023, and for each consecutive tax year thereafter, the proceeds of which shall be used by the Vestavia Hills City Board of Education for public school purposes.

_____ For Proposed Increase

_____ Against Proposed Increase

The majority of the qualified electors voted "Against Proposed Taxation". The specific totals were:

For Proposed Taxation	3,200
Against Proposed Taxation	4,199

Following the referendum vote on May 9, 2023, the aggregate ad valorem tax rate on each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, remained unchanged:

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

SECTION ONE - TAX LEVY: Taxes are hereby levied for the City tax year commencing on the first (1st) day of October 2024, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2025, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- B. A tax for public school purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- C. In summary, the aggregate local millage for general municipal purposes and local school district tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property.
- D. The local millage, for City accounting purposes, shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary - Warrants	.3150
High School and Board Operations	<u>2.5600</u>

TOTAL 4.9300

SECTION TWO - SPECIAL DISTRICT TAXES: In addition to the taxes levied in SECTION ONE above, taxes are hereby levied for the City tax year commencing on the 1st day of October, 2024, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2025, as follows:

- A. A further tax of One Dollar and Fifty-one Cents (\$1.51) of each One Hundred Dollars (\$100.00) of the assessed value of such property, in addition to the above mentioned taxes to be applied exclusively to public school purposes pursuant to the authority conferred by the Constitution and the election held on February 11, 1969; renewed on April 28, 1992, and increased to 15.1 mills on October 26, 1993.
- B. A further tax of Eighty-two Cents (\$0.82) of each One Hundred Dollars (\$100.00) of the assessed value of such property, to be used solely and only for public school purposes pursuant to the Constitution of the State of Alabama.

Should the City Council of Vestavia Hills, Alabama, have no legal authority to provide for the levy, assessment and collection of the said Special School District Taxes as described in this SECTION TWO, then in such event, this SECTION TWO shall be considered as the City's support of the Vestavia Hills Board of Education.

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2024, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2024, and shall on said date become a lien on the property subject thereto.

SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR COMPENSATION: The Tax Assessor and Tax Collector of Jefferson County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 3209, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

SECTION SEVEN - SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

SECTION EIGHT - INTENT: It is the intent of the City of Vestavia Hills, Alabama, with the passage of this Ordinance Number 3209, that the aggregate local millage for general municipal purposes and local school district tax rates be Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property and consist of the following:

Special High School Tax and Operations	\$	2.560
General Municipal Including Garbage		2.055
West Elementary		<u>.315</u>

TOTAL \$ 4.930

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, shall amount to Nine and 26/100 Dollars (\$9.26), which shall consist of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		1.510
5.	Local General Municipal Purpose Tax		2.055
6.	Special Municipal School Tax		2.560
7.	West Elementary		<u>0.315</u>

TOTAL \$ 9.260

SECTION NINE - TAX ABATEMENT: Whereas, the City of Vestavia Hills has annexed no parcels of land with tax abatements.

SECTION 10 - EFFECTIVE DATE: This Ordinance shall become effective immediately upon its adoption and approval and is adopted and approved all in accordance with Title 11-51-40, et seq., Code of Alabama, 1975.

ADOPTED and APPROVED this the 11th day of March, 2024.

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 # 3209 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 11th day of March, 2024, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2024.

Rebecca Leavings
City Clerk



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

March 11, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Ordinance Number 3210 - An Ordinance providing for levying of municipal taxes for the City of Vestavia Hills and for assessment and collection thereof by Shelby County

Background:

This Ordinance is approved annually to authorize the Shelby County Tax Assessor to assess and collect municipal taxes for the tax year 2024-2025 pursuant to Alabama law.

Recommendation:

Fiscal Impact:

Attachments:

1. Ordinance 3210

ORDINANCE NUMBER 3210

AN ORDINANCE PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF IN SHELBY COUNTY.

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

SECTION ONE - TAX LEVY: Taxes are levied for the City tax year commencing on the first (1st) day of October, 2024, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for State taxation as shown by the books of assessment for the State and County tax year ending during the preceding year, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of value of such property;
- B. A tax for Public School purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of value of such property;
- C. In summary, the aggregate local millage for general Municipal purposes and Municipal School tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred (\$100.00) of the value of such property;
- D. The local millage for the City's accounting purposes shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary Warrants	0.3150
High School and Board Operations	<u>2.5600</u>
Total	4.9300

SECTION TWO - SHELBY TAX LEVY: Taxes are hereby levied by the Shelby County Commission §40-7-42, Code of Alabama, 1975 for the City tax year commencing on the first day of October, 2024, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County

taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2025, as follows:

- A. A tax of Fifty Cents (\$0.50) on each One Hundred Dollars (\$100.00) of the value of such property for general fund purposes;
- B. A tax of One Dollar and Sixty Cents (\$1.60) on each One Hundred Dollars (\$100.00) of the value of such property for school districts;
- C. A tax of Twenty-five Cents (\$0.25) for each One Hundred Dollars (\$100.00) of the value of such property for roads and bridges;
- D. In summary, the aggregate County millage for general purposes, countywide school taxes, and road and bridges is Two and 35/100 Dollars (\$2.35) per One Hundred Dollars (\$100.00) of the value of such property.

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Shelby County, Alabama, should amount to Seven and 93/100 Dollars (\$7.93) which shall consist of the following millages:

State of Alabama	0.650
Shelby County	0.500
Shelby County School Countywide	1.600
Shelby County Road and Bridge	0.250
General Municipal Purpose Tax	2.055
Special Municipal School Tax	2.560
West Elementary Warrants	<u>0.315</u>
Total	7.930

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2024, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2024, and shall on said date become a lien on the property subject thereto.

SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR

COMPENSATION: The Tax Assessor and Tax Collector of Shelby County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 3210, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

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

ADOPTED AND APPROVED this the 11th day of March, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3210 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 11th day of March, 2024, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2024.

Rebecca Leavings
City Clerk



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

March 11, 2024

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc:

RE: Public Hearing - Resolution Number 5503 - A Resolution approving an alcohol license for Napoli Italian Restaurante and Pizza LLC d/b/a Napoli Italian Restaurante and Pizza for the on-premise sale of 020 - Restaurant Retail Liquor; Sefer Dika, Executive

Background:

Napoli Italian Restaurante and Pizza is a fairly new restaurant that, but to now, has operated dry. This request is for an 020 - Restaurant Retail Liquor License for this establishment. The VHPD has reviewed this request.

Recommendation:

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

(☒) **Application cleared by P.D.** *This indicates that there are **NO** convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

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

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

Fiscal Impact:

na

Attachments:

1. Resolution 5503

RESOLUTION NUMBER 5503

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR NAPOLI ITALIAN RESTAURANTE AND PIZZA
LLC D/B/A NAPOLI ITALIAN RESTAURANTE AND
PIZZA; SEFER DIKA, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Napoli Italian Restaurante and Pizza LLC d/b/a Napoli Italian Restaurante and Pizza, located at 2516 Rocky Ridge Road, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Sefer Dika, executive.

APPROVED and ADOPTED this the 11th day of March, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240221090757059

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: NAPOLI ITALIAN RESTAURANTE AND PIZZA Filing Fee: \$50.00
Applicant: NAPOLI ITALIAN RESTAURANTE AND PIZZA LLC Transfer Fee:
Location Address: 2516 ROCKY RIDGE RD VESTAVIA, AL 35243
Mailing Address: 2516 ROCKY RIDGE RD VESTAVIA, AL 35243
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC
Book, Page, or Document info: 001 095 500
Do you sell Draft Beer?:
Date Incorporated: 08/21/2023 State incorporated: AL County Incorporated:
Date of Authority: 08/21/2023
Federal Tax ID: 933031362 Alabama State Sales Tax ID: R011865952

Name:	Title:	Date and Place of Birth:	Residence Address:
SEFER DIKA 10744220 - AL	OWNER	07/27/1962 MACEDONIA	3001 MORGAN CT APT 103 VESTAVIA HILLS, AL 35216

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SEFER DIKA
Business Phone: 203-819-1386
Fax:

Home Phone: 203-819-1386
Cell Phone: 203-819-1386
E-mail: SEFERDIKA@ICLOUD.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: JOHNNY BRUSCOS PIZZA
Applicant: BRUNER HOLDINGS INC

Previous License Number(s)
License 1: 010585037
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240221090757059

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

Name of Property owner/lessor and phone number: SOUTHMONT DEVELOPMENT COMPANY 205-478-5370

What is lessors primary business? REALESTATE

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? YES

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

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 4000 Display Square Footage:

Building seating capacity: 79 Does Licensed premises include a patio area? YES

License Structure: SHOPPING CENTER License covers: PORTION OF

Number of licenses in the vicinity: 0 Nearest: 0

Nearest school: Nearest church: Nearest residence: 0 miles

Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240221090757059



Initial each

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

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

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

☒

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

☒

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

☒

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

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

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

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

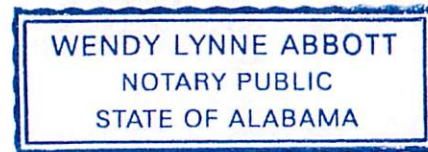
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): SEIFER DIKA

Signature of Applicant:

Notary Name (print): Wendy Abbott

Notary Signature: Wendy Abbott



Commission expires: 7/29/26

Application Taken: 2/21/24 App. Inv. Completed:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



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

March 11, 2024

To: Jeff Downes, City Manager

From: Robert Wilson, Forensic Services

Cc: Shane Ware, Police Chief
Jason Hardin, Deputy Police Chief

RE: Resolution Number 5504 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property

Background:

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

<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VIN</u>	<u>MILEAG</u>
<u>E</u>	<u>REASON FOR SURPLUS</u>		
2017			Ford
Explorer	1FM5K8AR2HGB34468	145,514	Timing
	chain and new engine		
2020			Ford
Explorer	1FM5K8ABXLGC93590	56,319	Totaled /
	Collision damage front end		

2018			Ford
Explorer	1FM5K8ARXJGA71285	96,552	
Transmission			
2015			Chevrolet
Tahoe	1GNLC2EC9FR528988	135,737	T
ransmission			
2013			Chevrolet
Tahoe	1GNLC2E07DR344801	141,737	Water
pump/Radiator			
2013			Chevrolet
Tahoe	1GNLC2E02DR347735	170,543	General
Maintenance / Engine missing			

Recommendation:

Recommend approval.

Fiscal Impact:

na

Attachments:

1. Resolution 5504

RESOLUTION NUMBER 5504

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5504 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 11th day of March, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A

YEAR	MAKE/MODEL	VIN	MILEAGE	R
<u>EASON FOR SURPLUS</u>				
2017	Ford Explorer	1FM5K8AR2HGB34468	145,514	Timing
	chain and new engine			
2020	Ford Explorer	1FM5K8ABXLGC93590	56,319	Totaled /
	Collision damage front end			
2018	Ford			
Explorer	1FM5K8ARXJGA71285	96,552		Transmission
2015	Chevrolet			
Tahoe	1GNLC2EC9FR528988	135,737		Transmission
2013	Chevrolet			
Tahoe	1GNLC2E07DR344801	141,737		Water pump/Radiator
2013	Chevrolet Tahoe	1GNLC2E02DR347735	170,543	General
	Maintenance / Engine missing			



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

March 11, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Resolution Number 5505 - A Resolution rescheduling certain regular meetings and/or work sessions of the Vestavia Hills City Council in observance of holidays

Background:

Three regularly scheduled meetings of the Vestavia Hills City Council fall on scheduled holidays: Memorial Day, Veterans Day and Christmas. This Resolution reschedules these to either the previous or the following Monday. Memorial Day will be rescheduled from May 27, 2024, to May 20, 2024; Veterans Day will be rescheduled from November 11, 2024, to November 4, 2024, and December 23, 2024 will be rescheduled to December 16, 2024 in observance of Christmas holidays. All work session dates will move the work session, if needed, from 6 PM to 5 PM.

Recommendation:

Recommend approval.

Fiscal Impact:

na

Attachments:

1. Resolution 5505

RESOLUTION NUMBER 5505

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

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

1. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for May 27, 2024 is hereby rescheduled for Monday, May 20, 2024 beginning at 6 PM in observance of Memorial Day and, if needed, the regular work session scheduled for that date will be moved to 5 PM; and
2. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for November 11, 2024 is hereby rescheduled for Monday, November 4, 2024 beginning at 6 PM in observance of Veteran's Day; and
3. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for December 23, 2024 is hereby rescheduled for Monday, December 16, 2024 beginning at 6 PM in observance of Christmas and, if needed, the regular work session scheduled for that date will be moved to 5 PM; and
4. This Resolution Number 5505 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 11th day of March, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



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

March 11, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3214 - An Ordinance Authorizing The Settlement Of The Case Of *Anita Dunklin V. Colby Wooten, City Of Vestavia Hills, Et Al*, Being Civil Action Number 01-DV-2021-903578.00 Presently Pending In The District Court For Jefferson County, Alabama; Authorizing And Directing The Mayor And City Manager To Pay The Funds Described Herein And To Take Any Action And Execute And Deliver Any And All Documents Necessary To Effectuate Said Settlement

Background:

The case of *Anita Dunklin v. Colby Wooten, City of Vestavia Hills, Alabama, et al*, (hereinafter referred to as "lawsuit") was filed on February 28, 2022 as civil action number 01-DV-2021-903578.00 in the District Court of Jefferson County, Alabama, and said lawsuit is presently pending and Anita Dunklin, by and through her attorney of record, has offered to settle the lawsuit for the sum of One Thousand Dollars (\$1,000.00), which is an amount less than the deductible on the City's general comprehensive liability policy.

Recommendation:

The City's legal counselors have recommended acceptance of said settlement.

Fiscal Impact:

To be expensed to the city's self-insurance fund 42.

Attachments:

1. Ordinance Number to settle lawsuit
2. Dunklin Settlement Agreement (ID 22496)
3. 20240304121023030

ORDINANCE NUMBER 3214

AN ORDINANCE AUTHORIZING THE SETTLEMENT OF THE CASE OF ANITA DUNKLIN V. COLBY WOOTEN, CITY OF VESTAVIA HILLS, ET AL, BEING CIVIL ACTION NUMBER 01-DV-2021-903578.00 PRESENTLY PENDING IN THE DISTRICT COURT FOR JEFFERSON COUNTY, ALABAMA; AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO PAY THE FUNDS DESCRIBED HEREIN AND TO TAKE ANY ACTION AND EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID SETTLEMENT.

THIS ORDINANCE NUMBER 3214 is approved, adopted and enacted by the City Council of the City of Vestavia Hills, Alabama on this the 11th day of March, 2024.

WITNESSETH THESE RECITALS:

WHEREAS, Alabama law at Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances and all of the property, real and personal, belonging to the City; and

WHEREAS, Title 11-43-43, *Code of Alabama, 1975*, provides that all legislative powers granted to cities shall be exercised by the City Council; and

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities bodies corporate and gives them the power to contract and be contracted with; provided, however, that the contract is in writing as required by Title 11-47-5, *Code of Alabama, 1975*; that the execution and delivery of the contract shall have first been approved by the City Council, *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011), in the form of an ordinance or resolution, *Van Antwerp, et al v. Board of Commissioners of City of Mobile*, 217 Ala. 201, 115 So. 239 (1928); that the contract be signed by the Mayor as required by Title 11-43-83, *Code of Alabama, 1975*; and that the contract be signed by the City Manager as required by Title 11-43-21(7), *Code of Alabama, 1975*; and

WHEREAS, Title 11-47-24(b), *Code of Alabama, 1975*, provides that all municipal corporations of the State of Alabama are authorized to contract at governmental expense for policies of liability insurance to protect the City and its employees in the course of their employment; and

WHEREAS, Title 11-47-190, *Code of Alabama, 1975*, provides that municipalities may be liable for negligence; and

WHEREAS, Title 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities with a limit of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the case of *Anita Dunklin v. Colby Wooten, City of Vestavia Hills, Alabama, et al*, (hereinafter referred to as “lawsuit”) was filed on February 28, 2022 as civil action number 01-DV-2021-903578.00 in the District Court of Jefferson County, Alabama, and said lawsuit is presently pending; and

WHEREAS, Anita Dunklin, by and through her attorney of record, has offered to settle the lawsuit for the sum of One Thousand Dollars (\$1,000.00), which is an amount less than the deductible on the City’s general comprehensive liability policy; and

WHEREAS, attorney J. Bentley Owens, III, legal counsel of record representing the City in the lawsuit, and City Attorney Patrick H. Boone, by letter dated March 4, 2024, have recommended that the City accept the Plaintiff’s offer of settlement in the amount of One Thousand Dollars (\$1,000.00); and

WHEREAS, a copy of the letter, dated March 4, 2024, from City Attorney Patrick H. Boone and J. Bentley Owens, III is attached hereto, marked as Exhibit A and is incorporated into this ordinance by reference as though set out fully herein; and

WHEREAS, a formal Settlement Agreement is attached hereto, marked as Exhibit B and is incorporated into this ordinance by reference as though set out fully herein.

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

1. The recitals set forth in the premises above are hereby incorporated into this ordinance by reference as though set out fully herein.

2. The City Manager and Mayor are hereby authorized and directed to settle the lawsuit described in the premises above pursuant to the written recommendation of City Attorney Patrick H. Boone and special legal counsel and attorney of record, J. Bentley Owens, III, pursuant to the terms, provisions and conditions hereinafter set forth below.

3. The total amount of settlement to be paid by and/or for and on behalf of the City of Vestavia Hills, Alabama (“City”) shall be the sum of One Thousand Dollars (\$1,000.00).

4. The lawsuit against the City and Colby Wooten named in the lawsuit shall be dismissed with prejudice.

5. The Plaintiff shall forever discharge and release the City and Colby Wooten in the lawsuit from any and all damages arising out of the incident made the basis of this lawsuit and shall make no claim for any attorney fee whatsoever against the City and Colby Wooten.

6. The Mayor and City Manager are hereby authorized and directed to pay the funds described in section 3 above and to take any action and execute and deliver any and all documents necessary to effectuate said settlement.

7. The settlement authorized herein is a compromise, adjustment and settlement of a doubtful and disputed claim and the payment of the sum recited in section 3 above is not an admission of liability by the City of Vestavia Hills, Alabama or any of its public officials or public employees and the City expressly denies liability.

8. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Settlement Agreement marked as Exhibit B for and on behalf of the City of Vestavia Hills, Alabama and Vestavia Hills Police Officer Colby Wooten.

9. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

10. The provisions of this Ordinance Number 3214 shall become effective immediately upon the passage, approval and adoption thereof by the City Council of the City of Vestavia Hills, Alabama and the publication and/or posting thereof as required by Alabama law.

ORDAINED, APPROVED, ADOPTED, DONE and ORDERED on this the 11th day of March, 2024.

Ashley C. Curry
Mayor

ATTESTED BY

Rebecca Leavings
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 11th day of March, 2024 while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 11th day of March, 2024.

Rebecca Leavings, City Clerk

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made by and between Anita Dunklin (hereafter referred to as "Plaintiff") and the City of Vestavia Hills, Alabama; the Vestavia Hills Police Department; and Colby Wooten (hereinafter referred to as "Defendants"), collectively "the Parties."

Recitals

A. On or about August 26, 2021, Plaintiff filed a complaint in the District Court for Jefferson County, Alabama, 01-DV-2021-903578.00. Plaintiff filed an Amended Complaint on October 6, 2021, in which Plaintiff claims to have been injured when her photo was placed on the Vestavia Hills Police Department's Facebook page identifying her as a person who may have been involved in the crime of identity theft.

B. Plaintiff's claims are disputed. Defendants responded to the Amended Complaint denying all liability. Moreover, Defendants do not waive any argument or defense identified in any answer to the Complaint or Amended Complaint and/or any arguments raised in the Motion for Summary Judgment, Doc. 117.

C. The Parties have reached agreement on a settlement and enter into this Agreement solely to avoid the litigation costs, vicissitudes, and the uncertainty inherent in any litigation. Defendants continue expressly to deny any liability.

D. In order to effect a dismissal with prejudice of the pending lawsuit and to secure a general release of Defendants, the Parties enter into this agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration by all Parties hereto, the Parties hereby agree as follows:

1. Defendants, by and through the City of Vestavia Hills, shall pay to Serious Injury Law Group PC Birmingham, counsel for the Plaintiff, the sum of One Thousand Dollars (\$1,000.00) within thirty (30) days of the execution of this Agreement and the approval by City Council of such Agreement and payment.

2. The Plaintiff does hereby unconditionally and irrevocably release, hold harmless, and forever discharge Defendants, as well as their agents, servants, employees and officials, of and from any and all rights, claims and demands,

liabilities, debts, sums of money, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, damages, judgments, or executions, whatsoever, in law or in equity, contingent or accrued, which Plaintiff has, had, or might subsequently have growing out of, arising from, or connected with any and all matters alleged in the Amended Complaint.

3. The Plaintiff expressly agrees to be responsible for satisfying any and all past, present, or future medical expenses, liens, levies, judgments, subrogation interest, or any other obligations, whether known or unknown, arising out of injuries she claims were sustained as a result of the incident described in the Amended Complaint and herein, and shall indemnify, hold harmless and defend Defendants, and any and all released parties, including any fictitious defendants, identified in the Amended Complaint from such duty or responsibility to satisfy any pending or future liens or obligations.

4. It is further agreed that any and all claims of the Plaintiff pending in the District Court of Jefferson County, Alabama, and bearing Case Number 01-DC-2021-903578.00, shall be dismissed with prejudice, costs taxed as paid.

5. The Parties expressly understand, stipulate and agree that in the event any of the provisions contained in the Agreement are violated, they will be subject to appropriate sanctions by the court having general jurisdiction over them.

6. Neither this Agreement nor any term or provision hereof may be changed, modified, waived or discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is sought.

7. This Agreement may be executed in any number of counterparts, and all of such counterparts when executed and delivered (including delivery by facsimile or electronically) shall constitute a single fully executed agreement. Notwithstanding, the Plaintiff understands and expressly agrees that the Settlement Agreement and Release is not effective unless and until approved by the Vestavia Hills City Council.

8. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any other agreements, whether written or oral, between or among any of the parties to this Agreement.

9. No provision of this agreement is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

10. This Agreement is contractual and shall be construed and enforced in accordance with the laws of the State of Alabama, and jurisdiction and venue shall remain with the Jefferson County District Court for purposes of enforcement and interpretation.

11. This Agreement, the obligations of the parties hereunder and the releases herein are conditioned, and shall only become effective, upon execution of this Agreement by all Parties hereto.

Dated this _____ day of _____, 2024.

City of Vestavia Hills

Plaintiff

By: Jeff Downes
City Manager

Anita Dunklin, Individually

EXHIBIT A

RECOMMENDATION FOR SETTLEMENT OF LAWSUIT

TO: City Manager Jeffrey D. Downes

FROM: City Attorney Patrick H. Boone and
Special Legal Counsel J. Bentley Owens, III

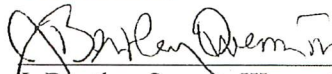
DATE: March 4, 2024

IN RE: Anita Dunklin, Plaintiff v. Colby Wooten, City of Vestavia Hills, Sterling Jewelers, Ltd. d/b/a Kay Jewelers, Signet Jewelers, Ltd., Signet Service Plans, Inc., Sterling Jewelers Insurance Agency, Inc., et al, Defendants
Jefferson County District Court Case No. 01-DV-2021-903578

The Plaintiff, by and through her attorney, has offered to settle the above lawsuit against the City of Vestavia Hills, Alabama and Vestavia Hills Police Officer Colby Wooten upon payment by the City for One Thousand Dollars (\$1,000.00). We recommend that the City Council accept the offer of settlement all in accordance with the terms and provisions of Ordinance Number 3214.



Patrick H. Boone
City Attorney



J. Bentley Owens, III
Special Legal Counsel



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

March 11, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3213 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement with Jefferson County Commission for Orthophotography and Planimetric Data Cost Sharing for the City's GIS Department

Background:

the City of Vestavia Hills has maintained a strong partnership with Jefferson County GIS in order to obtain and share information. Jefferson County has formed a GIS Consortium and the City of Vestavia Hills has participated as a Consortium Partner for updated orthophotography and planimetric data. Jefferson County has contracted with WGI Geospatial for three (3) years until September 31, 2026 to provide updated orthophotography and planimetric data. The Consortium Partners who are providing funding for the project, through economies of scale will be able to mutually obtain the countywide data sets at a significant savings compared to one agency. As a Consortium Partners, the City of Vestavia Hill's prorate share will not exceed \$33,142.55 (Thirty-Three Thousand, One-Hundred and Forty-Two Dollars and Fifty-Five cents), per year, as detailed in an agreement. Jefferson County

continues to add partners to the consortium and, if additional partners join, the required payment will be reduced to the appropriate prorated share.

Recommendation:

This information has been useful by GIS and the zoning and engineering staff for information. The staff recommends approval.

Fiscal Impact:

The 2024 payment was included in the FY24 budget. Execution of this Ordinance will require securing the same amount for FY25 and 26.

Attachments:

1. Ordinance 3213
2. Consortium Partner Agreement -City of Vestavia Hills FY24-FY26

ORDINANCE NUMBER 3213

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH JEFFERSON COUNTY COMMISSION FOR ORTHOPHOTOGRAPHY AND PLANIMETRIC DATA COST SHARING, JEFFERSON COUNTY, ALABAMA

WHEREAS, the City of Vestavia Hills has maintained a strong partnership with Jefferson County GIS in order to obtain and share information; and

WHEREAS, Jefferson County has formed a GIS Consortium and the City of Vestavia Hills has participated as a Consortium Partner for updated orthophotography and planimetric data; and

WHEREAS, Jefferson County has contracted with WGI Geospatial for three (3) years until September 31, 2026 to provided updated orthophotography and planimetric data; and

WHEREAS, the Consortium Partners who are providing funding toward the project, through economies of scale will be able to mutually obtain the countywide data sets at a significant savings compared to one agency; and

WHEREAS, as a Consortium Partners, the City of Vestavia Hill's prorate share will not exceed \$33,142.55 (Thirty-Three Thousand, One-Hundred and Forty-Two Dollars and Fifty-Five cents), per year, as detailed in an agreement, a copy of which is marked as Exhibit A attached to and incorporated into this Ordinance Number 3213 as though written fully therein; and

WHEREAS, the Mayor and City Council fill it is in the best public interest to continue as a partner in the consortium and authorize the acceptance of the agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver the agreement detailed in Exhibit A; and
2. A copy of the fully executed agreement shall be retained by the City Clerk; and
3. This Ordinance Number 3213 shall become effective immediately upon adoption and approval and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 25th day of March, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3213 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 March, 2024, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2024.

Rebecca Leavings
City Clerk

CONTRACT AGREEMENT

TERMS AND CONDITIONS

Between

Jefferson County Commission

And

City of Vestavia Hills

**Orthophotography and Planimetric Data Cost Sharing
Jefferson County, Alabama**

CONTRACT FORM

THIS AGREEMENT made this ____ day of _____, 2024, by and between, **Jefferson County Commission (COUNTY)** with its offices at 716 Richard Arrington Jr. Blvd. N, Birmingham, AL 35203, and **City of Vestavia Hills** with its offices at 1032 Montgomery Hwy, Vestavia Hills, AL 35216, hereinafter referred to as "Consortium Partner".

For the purposes of this Contract, the following terms are defined as follows:

1. "Contract" means this Agreement.
2. "Consortium Partner" means The Birmingham Emergency Communication District.
3. "Contract Administrator" means Jefferson County Commission, and its duly authorized representatives.

WHEREAS, COUNTY and Consortium Partner mutually desire to maintain their existing GIS data sets through regular updates, and it is in the best interest of those served by COUNTY and Consortium Partner to financially share the cost of data acquisition updates; and

WHEREAS, COUNTY has contracted with WGI Geospatial for three years (3), until September 31, 2026, to provide updated orthophotography and planimetric data; and

WHEREAS, Consortium Partners who providing funding toward the project, through economies of scale, will be able to mutually obtain the countywide data sets at a significant savings compared to one agency contracting for the services as a single entity; and

WHEREAS, Consortium Partner has committed funds toward the project as set forth in this AGREEMENT.

ARTICLE 1. STATEMENT OF WORK (SOW)

I. Jefferson County, Alabama 2024 - 2026 Countywide 1" = 50' Scale Photogrammetric Mapping and Orthoimagery Project SOW – Attachment A

The objective of the project is to establish an intergovernmental funding consortium to obtain new digital color orthorectified aerial photography and updated planimetric data sets for Jefferson County, Alabama

encompassing an area of approximately 1153 square miles. The data will be used for infrastructure analysis and management, property valuation, law enforcement, emergency management, land, and transportation planning, permitting, stormwater management, tax mapping, preliminary engineering, and to support other business processes within agency departments. The project area shall be defined as the geographic entirety of Jefferson County.

The specifications for this project are in accordance with the Alabama Department of Revenue, Property Tax Division specifications (ADV-25), Effective June 2010. The products and/or services to be provided by COUNTY hereunder (hereinafter referred to collectively as "Deliverables") are defined below and are governed by the ALDOT/ALDOR/NMAS specifications for 1" = 100' map accuracy standards-

Products and/or Services to Be Provided (Countywide):

- Monthly progress report and relevant data support files for archive
- True color orthophotography with 3" resolution at 1" = 50' scale in geo-tiff format
- Map features listed in Attachment B in ESRI Geodatabase format.
- Change Detection parcel layer with Excel Spreadsheet of parcel numbers.

Annual Vendor Delivery Schedule:

- November through January– Ground control and flight planning
- January through March– Aerial Acquisition
- September– Orthophotography and Landmark Delivery.
- October - Additional Planimetric Updates (only in year three (3))

ARTICLE 2. INSPECTION / ACCEPTANCE

Responsibility for final inspecting, approving, and accepting equipment, software, data and/or services rendered by WGI Geospatial in the performance of the project deliverables shall rest solely with the COUNTY. Deliverables will be inspected for conformance with the project requirements prior to acceptance.

Consortium Partner may elect, if they so desire, to participate in contributing to the inspection process.

ARTICLE 3. CONSIDERATION

Consortium Partner will pay COUNTY an annual amount not to exceed **Thirty-Three Thousand One-Hundred and Forty-Two Dollars and Fifty-Five - \$33,142.55**. The fee is in exchange for the COUNTY providing Consortium Partner a copy of received data products as delivered by WGI Geospatial under the Orthophotography and Planimetric Mapping Update project.

The SCHEDULE OF PAYMENTS to be made by Consortium Partner is as follows:

Full payment is due to the County by September 30th for each fiscal year as outlined below. County shall submit its invoice by August 30th of each fiscal year with payment due from Consortium Partner within 30 days.

- **FY24**
 - County Invoice to Partner: August 30th, 2024, for NTE \$33,142.55
 - Partner Receives on Invoice; September 30th, 2024, for NTE \$33,142.55
- **FY25**
 - County Invoice to Partner: August 30th, 2025, for NTE \$33,142.55
 - Partner Receives on Invoice; September 30th, 2025, for NTE \$33,142.55
- **FY26**
 - County Invoice to Partner: August 30th, 2026, for NTE \$33,142.55
 - Partner Receives on Invoice; September 30th, 2026, for NTE \$33,142.55

ARTICLE 4. TERM

The duration of this contract shall not exceed four years from the date of its final execution or end of the **Project**, whichever first occurs.

ARTICLE 5. TERMINATION

This agreement can be terminated by the COUNTY or Consortium Partner upon thirty (30) days written notice for any reason. Upon termination of this Agreement for any reason whatsoever, Consortium Partner shall retain all data provided by the COUNTY for which payment has been received from Consortium Partner by the COUNTY prior to the termination, but Consortium Partner will remove all data provided by the COUNTY from their respective computer systems for which payment has not been received from Consortium Partner by the COUNTY.

ARTICLE 6. RIGHT OF OWNERSHIP

All items developed and delivered as a result of Article 3 under this AGREEMENT shall become the property of the funding partners as outlined below:

- Orthorectified digital color aerial photography (owned by Jefferson County, Consortium Partner). Each party retains full ownership of the data to use as it deems appropriate.
- Photogrammetrically updated Planimetric mapping data layers (owned by Jefferson County). Consortium Partner is granted an exclusive use license for this data. This license provides that Consortium Partner shall use the Planimetric data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.

ARTICLE 7. CONFIDENTIALITY

To the extent allowed by law, a Party may designate information to be deemed confidential because of considerations of individual privacy, safety and health, corporate proprietary claims, and other reasons in the best interests of the public or that would violate agreements with other entities.

Neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where proper degree of care has been exercised; provided, that upon discovery of such disclosure, it shall have endeavored to prevent any further inadvertent disclosure.

The receiving party shall not disclose or deliver, directly or indirectly, any technical data or product to any person to whom disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data or product to any country for which the U.S. Government or any agency requires an export license or Government approval without first obtaining such license or approval.

ARTICLE 8. FORCE MAJEURE

- a. For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes, or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.
- b. A delay in or failure of performance of either COUNTY or Consortium Partner shall not constitute default hereunder nor be the basis for any claim for damages if such delay or failure is caused by force majeure.
- c. The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ARTICLE 9. COMPLIANCE WITH LAWS

Both parties shall comply with known and applicable laws, regulations, ordinances and other rules of governments and governmental agencies having jurisdiction over any portion of performance under this AGREEMENT.

ARTICLE 10. WAIVERS

Any failure by either party to enforce performance of the terms and conditions of this AGREEMENT shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this AGREEMENT.

ARTICLE 11. NOTICES

Any notice or communication given pursuant to this AGREEMENT shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent prepaid via Express Mail, Federal Express or other private courier, or US certified mail, return receipt requested.

Consortium Partner agrees that any data provided will be relied upon at its own risk. COUNTY will not be responsible for incidental, consequential, or special damages, or any other damages of any type or character arising out of the use of any data, information, or products which may be furnished by the COUNTY. COUNTY does not warrant, either expressed or implied, of fitness of such data, information, or products for a particular purpose or any other use or purpose.

ARTICLE 12. NO THIRD PARTIES BENEFITED

This agreement is made and entered into solely for the benefit of the respective Parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

ARTICLE 13. GOVERNING LAW

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes it shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding.

ARTICLE 14. IMMIGRATION LAW COMPLIANCE

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

ARTICLE 15. COMPLETE AGREEMENT

This Contract document constitutes the entire AGREEMENT between the parties. This Contract may only be amended by execution of a written bilateral amendment.

ARTICLE 16. 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.

City of Vestavia Hills - Mayor

Jefferson County Commission

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

City of Vestavia Hills – City Manager

Authorized Signature

Printed Name

Title



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

March 11, 2024

To: Jeff Downes, City Manager

From: Christopher Brady, City Engineer

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3215 - An Ordinance
Authorizing the Mayor and City Manager to execute and deliver an
agreement with State of Alabama on behalf of Alabama
Department of Transportation for certain traffic signals and lighting
in the City

Background:

This is an ordinance to authorize the Mayor and City Manager to execute and deliver an agreement with ALDOT for the installation and/or operation and/or maintenance of traffic control signals and/or roadway lighting along US 31.

Recommendation:

Engineering has reviewed this agreement and recommends approval.

Fiscal Impact:

na

Attachments:

1. Ordinance 3215
2. Agreement for Vestavia Hills

ORDINANCE NUMBER 3215

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND/OR OPERATION AND/OR MAINTENANCE OF TRAFFIC CONTROL SIGNALS AND/OR ROADWAY LIGHTING

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with the State of Alabama Department of Transportation for the installation and/or operation and/or maintenance of traffic control signals and/or roadway lighting, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3215 as if written fully therein; and
2. This Ordinance Number shall be effective immediately upon adoption and approval following publishing/posting pursuant to Alabama law.

ADOPTED and APPROVED this the 11th day of March, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: _____ County: _____

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the _____ (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	☐	☐	☐	☐	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☐	☐
Other: _____	☐	☐	☐	☐	☐

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

- For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
- In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☐ MAINTAINING AGENCY will furnish and the ☐ STATE ☐ MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the “**Exhibit O**” is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE’s Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE’s Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.
- 8b. Check one:

The ☐ CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The ☐ COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☐ MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "**SEE ATTACHED PLANS**".} **NOTE** – If more space is needed, please use continuation sheets.

TYPE OF SIGNAL		CONTROLLER	
☐ Traffic Control	☐ Pedestrian Control	Make:	Model #:
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other: _____		☐ Full Actuated	☐ Eight Phase
_____		☐ Other: _____	
_____		SYSTEM ☐ YES ☐ NO	

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

US-31 Signal Locations

- US-31 @ Shades Crest Rd [B&E], Roadway Lighting [D&E]
- US-31 @ Laurel Rd/Tyson Dr [B&E], Roadway Lighting [D&E]
- US-31 @ Kentucky Ave [B&E], Roadway Lighting [D&E]
- US-31 @ Canyon Rd [B&E], Roadway Lighting [D&E]
- US-31 @ Old Creek Trl [B&E], Roadway Lighting [D&E]
- US-31 @ Vestavia City Hall [B&E], Roadway Lighting [D&E]
- US-31 @ Vesthaven Way [B&E], Roadway Lighting [D&E]
- US-31 @ Merryvale Rd [B&E], Roadway Lighting [D&E]
- US-31 @ Vestridge Ct [B&E], Roadway Lighting [D&E]
- US-31 @ Vestridge Dr [B&E], Roadway Lighting [D&E]
- US-31 @ Pizitz Dr [B&E], Roadway Lighting [D&E]
- US-31 @ Massey Rd [B&E], Roadway Lighting [D&E]
- US-31 @ Vestavia Pkwy [B&E], Roadway Lighting [D&E]
- US-31 @ I-65 NB Ramp/Columbiana Rd [B&E], Roadway Lighting [D&E]

US-31 Signal Heads

US-31 @ Shades Crest Rd

- 6 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Laurel Rd/Tyson Dr

- 6 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Kentucky Ave

- 4 – 3 section, 12" LED, red/yellow/green ball
- 4 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Canyon Rd

- 4 – 3 section, 12" LED, red/yellow/green ball
- 4 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow
- 1 – Luminaire head

US-31 @ Old Creek Trl

- 8 – 3 section, 12" LED, red/yellow/green ball

US-31 @ Vestavia City Hall

- 6 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Vesthaven Way

- 6 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Merryvale Rd

- 5 – 3 section, 12" LED, red/yellow/green ball
- 1 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Vestridge Ct

- 6 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow
- 1 – Luminaire head

US-31 @ Vestridge Dr

- 6 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Pizitz Dr

- 8 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Massey Rd

- 8 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow

US-31 @ Vestavia Pkwy

- 4 – 3 section, 12" LED, red/yellow/green ball
- 1 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow
- 2 – 4 section, 12" LED, red/yellow/green ball, green left arrow
- 1 – 3 section, 12" LED, red/yellow ball, green arrow

US-31 @ Columbiana Rd

- 8 – 3 section, 12" LED, red/yellow/green ball
- 2 - 5 section, 12" LED, red/yellow/green ball, yellow/green left arrow
- 3 – 3 section, 12" LED, red/yellow ball, green arrow



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

March 11, 2024

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None