Vestavia Hills
City Council Agenda
July 20, 2026
6:00 PM

1. Call to Order
2. Roll Call
3. Invocation - Tom Bryson, Vestavia Hills Chaplain
4. Pledge of Allegiance
5. Approval of the Agenda
6. Presentation of the National Association of School Resource Officers (NASRO) Model Agency Award, recognizing the Vestavia Hills School Resource Officer Program
7. Announcements, Candidates and Guest Recognition
8. City Manager's Report
9. Councilors' Reports
10. Approval of Minutes - July 6, 2026 Regular Meeting

Old Business (Public Hearing)

11. Public Hearing - Resolution Number 5643 - Annexation – 90 Day – 4616 Old Looney Mill Road; Owner, William Jones
12. Public Hearing - Ordinance Number 3342 - Annexation – Overnight – 4616 Old Looney Mill Road; Owner, William Jones
13. **(POSTPONE TO 8/17/26)** Public Hearing - Resolution Number 5644 - Annexation – 90 Day – 4737 Cloud Ln; Lot 3; Owner, Audrey & Andrew Bone
14. **(POSTPONE TO 8/17/26)** Public Hearing - Ordinance Number 3343 - Annexation – Overnight – 4737 Cloud Ln; Lot 3, Owner, Audrey & Andrew Bone
15. Public Hearing - Resolution Number 5645 - Annexation – 90 Day – 2494 Dolly Ridge Trail; Lot 29, Owner, Samuel & Leigh Barall
16. Public Hearing - Ordinance Number 3344 - Annexation – Overnight – 2494 Dolly Ridge Trail; Lot 29; Owner, Samuel & Leigh Barall
17. Public Hearing - Resolution Number 5646 - Annexation – 90 Day – 2421 Rocky Ridge Road; Lot 4, Owner, Luis Chavez Garcia
18. Public Hearing - Ordinance Number 3345 - Annexation – Overnight – 2421 Rocky Ridge Road; Lot 4; Owner, Luis Chavez Garcia

19. Public Hearing - Resolution Number 5647 - Annexation – 90 Day – 2504 Skyland Drive; Lot 7, Owner, Hannah & Addison Stokes

20. Public Hearing - Ordinance Number 3346 - Annexation – Overnight – 2504 Skyland Drive; Lot 7; Owner, Hannah & Addison Stokes

21. Public Hearing - Resolution Number 5648 - Annexation – 90 Day – 1715 Collinwood Court; a part of Lot 3; Owner, Kelly Loyd & TB Office LLC

22. Public Hearing - Ordinance Number 3347 - Annexation – Overnight – 1715 Collinwood Court; a part of Lot 3; Owner, Kelly Loyd & TB Office LLC

23. Public Hearing - Ordinance Number 3348 - An Ordinance establishing an electronic signature policy for the City of Vestavia Hills

24. Public Hearing - Resolution Number 5650 - A Resolution authorizing a one-time bonus for retirees and beneficiaries of retirees for FY27 pursuant to Act 2026-608

25. Public Hearing - Resolution Number 5651 - A Resolution accepting a bid for Sicard Hollow Athletic Complex Infrastructure structural fill stockpile and tree clearing, and authorizing the Mayor and City Manager to execute any and all documents related to said bid

26. Public Hearing - Resolution Number 5652 - A Resolution authorizing the City Manager to execute any and all documents and expend funds not to exceed $55,000 for the demolition of the building or structure located at 2750 Smyer Road

New Business

27. Resolution Number 5655 - A Resolution authorizing the Mayor and City Manager to execute a license agreement between FFI Group, LLC and City of Vestavia Hills for access across FFI Group property in the hauling of site materials to the Sicard Hollow Athletic Complex (SHAC)

28. Resolution Number 5656 - A Resolution authorizing the Mayor and City Manager to execute a license agreement between T.E. Stevens Construction Co and the City of Vestavia Hills for access across the City of Vestavia Hills property in the hauling of site materials from Acton Rd to the Sicard Hollow Athletic Complex (SHAC)

29. Resolution Number 5657 - A Resolution to approve a plan for street resurfacing pursuant to the requirements of the Rebuild Alabama Act

30. Ordinance Number 3349 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement for fire protection to the Woodmere Creek Apartment

New Business Requesting Unanimous Consent (Public Hearing)

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

31. Public Hearing - Resolution Number 5619 - Annexation - 90 Day - 3583 Valley Cir. - Lot 19 Blk 1 Dolly Ridge Ests 2 Add; Youseph Anwar, Owner

32. Public Hearing - Ordinance Number 3315 - Annexation - Overnight - 3583 Valley Cir. - Lot 19 Blk 1 Dolly Ridge Ests 2 Add; Youseph Anwar, Owner

33. Citizens Comments

34. Executive Session - Pending and/or Existing Litigation

35. 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
July 6, 2026
5:30 PM

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 5:30pm, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver*, City Councilors Kimberly Cook, Ali Pilcher and Mike Vercher

MEMBERS ABSENT:

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Umang Patel, City Clerk; Zachary Clifton, Finance Director; Shane Ware, Police Chief; Jenny Gray, Principal Accountant; Marvin Green, Fire Chief; Keith Blanton, Building Safety Director*; Lori Beth Kearley, Public Works Director

*Attended via Zoom.

3. Invocation - Butch Williams, Vestavia Hills Chaplain

4. Pledge of Allegiance

5. Approval of the Agenda

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

MOTION: Approve the agenda as presented. Motion By: Mike Vercher. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.

No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

Mrs. Cook welcomed Vestavia Hills Library Foundation Board Treasurer Dave Melvin; Vestavia Hills Library Board of Trustees Emeritus Jimmy Bartlett; and Republican Candidate for District 48 Lloyd Peeples.

Mayor Curry welcomed Vestavia Hills Chamber of Commerce Board Members, Elizabeth McDonald and Taylor Burton.

7. City Manager's Report

Mr. Downes stated attendance at "I Love America Night" event increased, over the past three years, from 6,000 to approximately 7,700 -- the largest turnout to date, with about 3,000 attendees from within the City and the remainder from surrounding communities. The event strengthens residents' connection to the City and supports local businesses. He expressed appreciation to the Chamber of Commerce, sponsors, the business community, and City staff for an excellent and widely attended event.

Mrs. Cook stated that Wald Park clearly reflects the benefits of the City's investment in parks, noting the attendees' heavy use of playgrounds, Grand Lawn, and stage. The beautiful and functional design of Wald Park gives the City a wonderful place to host events such as "I Love America Night," and was a worthwhile investment of tax dollars.

8. Councilors' Reports

Mr. Vercher commended the Vestavia Hills Police Department for its management of crowds and traffic during the Fourth of July fireworks viewing along Shades Mountain and described the officers as excellent ambassadors for the City.

Mrs. Cook offered the following remarks in memory of Mr. Raymond David Gotlieb:

> It is with great sadness that I would like to take a few moments to mark the death, last week, of a friend and businessman in our city -- Raymond David Gotlieb. Raymond is perhaps best known to the Vestavia Hills community as the owner of The Heights Village shopping center on Pump House Road. When I was first elected in 2016, Raymond took the time to educate me on the role of local government in supporting small businesses by providing necessary infrastructure. We talked for a couple of hours before I even realized how much time had passed. Later, Raymond was the individual who paid for the materials for my son's Eagle project, a pavilion for Meadowlawn Park. After its completion, my son wanted to honor his key donation with a placard, but Raymond would not allow it. He said, just put "Materials donated by Heights Village Shopping Center." Raymond was the good sense and wisdom behind so many community initiatives, including many of the Cahaba Heights Merchants Association festivals we enjoy today.
>
> Raymond's legacy lives on in the family he cherished, the community he helped build, and the countless lives he touched through his kindness, leadership, and friendship. May his memory be a blessing to all who knew and appreciated him. That includes me and so many others in the City of Vestavia Hills. Our city is a better place through the life and generosity of Raymond Gotlieb.

Mrs. Pilcher reported that the Vestavia Hills Board of Education met the prior Monday and welcomed new Board Member Trey Woodruff.

Mayor Curry reported on the "Vet Fest 250" event at the Civic Center, noting participation by the Veterans Administration and numerous agencies, who provided services to more than 140 veterans, and accepted new applications to the U.S. Department of Veterans Affairs. He commended Parks and Recreation staff for managing the event. He announced that the Watercolor Society of Alabama will host a reception at the Civic Center, on Sunday, July 12, 2026, at 2:00 p.m., to celebrate the opening of their exhibit at City Hall, which will continue into October. He encourages residents to enjoy the art work at City Hall when they visit to renew tags or do other business.

9. Financial Reports - Zachary Clifton, Finance Director

Finance Director Zachary Clifton presented the May 2026 financial statements.

10. Approval of Minutes - May 4, 2026 Work Session, May 4, 2026 Regular Meeting and June 15, 2026 Regular Meeting

The Mayor presented the minutes of the May 4, 2026, Work Session, the May 4, 2026, Regular Meeting, and the June 15, 2026, Regular Meeting for approval. He opened the floor for a motion.

MOTION: Approve the minutes of the May 4, 2026 Work Session, May 4, 2026 Regular Meeting and June 15, 2026 Regular Meeting as presented. Motion By: Kimberly Cook. Seconded By: Ali Pilcher.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.
No: None. Abstain: None. Motion passed.

Old Business (Public Hearing)

New Business

11. Resolution Number 5649 - A Resolution authorizing the Mayor and City Manager to execute any and all documents necessary to apply for the fiscal year 2026 Homeland Security Grant

MOTION: Approve Resolution 5649 as presented. Motion By: Kimberly Cook. Seconded By: Mike Vercher.

Mr. Downes explained that Resolution 5649 is a resolution authorizing the City to apply for a Department of Homeland Security grant in the amount of $150,000 for police equipment. This is a recurring grant opportunity for which the City has applied in prior years. If the grant is awarded, staff will return to the Council to appropriate grant funds.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali

Pilcher, Mike Vercher.
No: None. Abstain: None. Motion passed.

12. Resolution Number 5653 - A Resolution accepting the financial audit for FY2025

MOTION: Approve Resolution 5653 as presented. Motion By: Kimberly Cook. Seconded By: Ali Pilcher.

Mr. Downes explained that Resolution 5653 is a resolution accepting the Fiscal Year 2025 financial audit and Annual Comprehensive Financial Report (ACFR). This extensive ACFR report includes information that goes above and beyond standard audit report requirements, and fully informs residents about the financial state of the city. He complimented the Finance Department for attaining a "Certification of Achievement for Excellence in Financial Reporting" from the national Government Finance Officers Association.

Ms. Gray stated that the independent auditors issued an unmodified opinion that the City's financial statements present fairly, in all material respects, the financial position and results of operations of the City. She reported that the City's overall financial position improved during Fiscal Year 2025, that the General Fund ended the year with a strong fund balance and emergency reserve, and that a required single audit of federal funds identified no compliance findings or internal control deficiencies.

The Mayor noted that the City continues to hold AAA bond ratings from both Moody's and Fitch, and this report supports those ratings.

Mrs. Cook asked for the page number that expresses the auditor's "unmodified" opinion, and emphasized this is what she always looks for when reviewing the City's audit.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.
No: None. Abstain: None. Motion passed.

13. Resolution Number 5654 - A Resolution replacing paying agent with respect to the City's general obligation warrants and to appoint Regions Bank as paying agent with respect to the warrants

MOTION: Approve Resolution 5654 as presented. Motion By: Kimberly Cook. Seconded By: Mike Vercher.

Mr. Downes explained that Resolution 5654 is a resolution appointing Regions Bank as paying agent for the City's general obligation warrants. The previous paying agent, Bank of New York Mellon, has moved its customer service operations overseas, making administration more difficult, so the City now conducts most of its banking with Regions Bank, which has improved our administration processes.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.
No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

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

14. **Public Hearing - Resolution Number 5643 - Annexation – 90 Day – 4616 Old Looney Mill Road; Owner, William Jones**

15. **Public Hearing - Ordinance Number 3342 - Annexation – Overnight – 4616 Old Looney Mill Road, Owner, William Jones**

16. **Public Hearing - Resolution Number 5644 - Annexation – 90 Day – 4737 Cloud Ln; Lot 3; Owner, Audrey & Andrew Bone**

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tree clearing, and authorizing the Mayor and City Manager to execute any and all documents related to said bid

29. Public Hearing - Resolution Number 5652 - A Resolution authorizing the City Manager to execute any and all documents and expend funds not to exceed $55,000 for the demolition of the building or structure located at 2750 Smyer Road

30. Citizens Comments

None

31. Time Of Adjournment

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:04 p.m.

Ashley C. Curry, Mayor

ATTESTED BY:

Umang Patel, City Clerk

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Resolution Number 5643 - Annexation – 90 Day – 4616 Old Looney Mill Road; Owner, William Jones

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Background:
The applicant has submitted a petition requesting annexation into the City of Vestavia Hills. Adoption of this resolution would initiate the annexation process by scheduling the required public hearing and authorizing publication of notice in accordance with Alabama law. Pursuant to Act No. 604 of the 1970 Alabama Legislature, the applicant must satisfy any applicable fire district obligations prior to the public hearing.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Resolution 5643

2. ANX-26-1 (4616 Old Looney Mill Road)(Council Packet)

RESOLUTION NUMBER 5643

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 25, 2026, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 20th day of July, 2026; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 22nd day of July, 2026.

2. That on the 19th day of October, 2026, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5643 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

4616 Old Looney Mill Road
William Jones, Owner(s)

More particularly described as follows:

Com at sw int of Five Oaks Lane & Old Looney Mill Rd th nwly 310 ft to pob th cont nwly alg rd 102 ft th sw 269.4 ft th ely 111.1 ft th nely 154.9 ft th ne 93.8 ft to pob

APPROVED and ADOPTED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

City of Vestavia Hills, AL

June 22, 2026

Record No: ANX-26-1

Annexation Application

Status: Active

Submitted On: 2/25/2026

Primary Location

4616 OLD LOONEY MILL RD
JEFFERSON COUNTY, AL 35243

Owner

William Jones
Jimamie Lane 2940 Birmingham, AL 35243

Owner Information

Owner's Name*

William C. Jones

Owner Mailing Address Inc. City, State, Zip*

2940 Jimamie Lane Birmingham, AL 35243

Property Information

Address of Property to be annexed?*

4616 Old Looney Mill Rd

Legal Description of Property to be Annexed*

COM AT SW INT OF FIVE OAKS LANE & OLD LOONEY MILL RD TH NWLY 310 FT TO POB TH CONT NWLY ALG RD 102 FT TH SW 269.4 FT TH ELY 111.1 FT TH NELY 154.9 FT TH NE 93.8 FT TO POB

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

2800341003007000

County Zoning Classification

E2

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

R1

Desired Zoning Classification

R1

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

School zoning. This home is one of the only remaining homes on Old Looney Mill Rd up to Five Oaks Lane that has not been annexed. Essentially filling in a gap.

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

No

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information

Annexation Review Committee - Internal Use only

The property in question is contiguous to the City limits

Yes

☑

No

☐

Comments

The land use of the petitioned property is compatible with land use in the area.

Yes

☑

No

☐

Comments

The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report (as amended) as an area of interest to the city for annexation

Yes **No**

☑ ☐

Comments

Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of annexation

Yes **No**

☑ ☐

Comments

Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of:

County Tax Value

$314,100

This value meets the city criteria:

Yes **No**

☑ ☐

Comments

This street has fewer than 100% of the individual properties within the limits of the city

Yes

☑

No

☐

Total homes on street

18

Total properties in the city

9

Comments

Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner and said payment, if applicable, shall be proven to the city.

Yes

☑

No

☐

A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, will be paid to offset the costs associated with the annexation. These contributions will be calculated and remitted prior to effective date of annexation.

Yes

☑

No

☐

Comments

Property is free and clear of hazardous waste, debris and materials.

Yes	No
☑	☐

Comments

Please detail concerns from any city department or Board of Education

Information on Children

Number in family:

0

Plan to enroll in Vestavia Hills schools:

Yes	**No**
☐	☑

Comments

Applicant plans to send their children to Vestavia Hills Schools when the time comes, but they do not have children yet.

Other Final Comments:

Respectfully submitted, Michael Vercher

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 4616 OLD Looney Mill Rd, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply)*.

✓ the Property Owner and representing myself in said request.

____ the Property Owner, but I am authorizing a Representing Agent by the name of: _____ to represent me in the following request:

And am requesting: (please check)

✓ Rezoning Request * Annexation request
____ Preliminary Plat Approval
____ Final Plat Approval
____ Conditional Use Approval
____ Request for Variance
____ Special Exception
____ Design Review Approval

Signed: William C. [illegible]
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF SHELBY

Given under my hand and seal this 25th day of FEBRUARY, 2026.

John Robin Mason
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
JOHN ROBIN MASON
My Commission Expires
June 1, 2029

My commission expires 1st day of JUNE, 2029.

PARCEL #:	**28 00 34 1 003 007.000**
OWNER:	DOTTLEY JOHN M
ADDRESS:	2940 JIMAMIE LANE BIRMINGHAM AL 35243
LOCATION:	4616 OLD LOONEY MILL RD BHAM AL 35243

[111-C+]	Baths: **3.0**	H/C Sqft: **2,110**
18-040.0	Bed Rooms: **3**	Land Sch: **A116**
Land: **95,000**	Imp: **219,100**	Total: **314,100**
Acres: **0.000**	Sales Info: **08/19/2025**	**$455,000**

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

Tax Year : 2025

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	2-2	DISABILITY CODE:	
MUN CODE:	01 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$314,100.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$95,040
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
BLDG 001	111	$219,100
TOTAL MARKET VALUE **[APPR. VALUE: $314,100]**		$314,140

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	$31,420	$204.23	$4,000	$26.00	$178.23
COUNTY	3	1	$31,420	$424.17	$2,000	$27.00	$397.17
SCHOOL	3	1	$31,420	$257.64	$0	$0.00	$257.64
DIST SCHOOL	3	1	$31,420	$0.00	$0	$0.00	$0.00
CITY	3	1	$31,420	$0.00	$0	$0.00	$0.00
FOREST	3	1	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	1	$31,420	$160.24	$0	$0.00	$160.24
SPC SCHOOL2	3	1	$31,420	$527.86	$0	$0.00	$527.86

**** DELINQUENT ****

TOTAL FEE & INTEREST: (Detail) $52.18

ASSD. VALUE: $31,420.00 **$1,574.14** **GRAND TOTAL: $1,573.32**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2026025278	3/23/2026
2025077515	8/19/2025
2022041461	3/24/2022
1120-191	11/01/1974

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
3/26/2026	2025	CONDON DAVID	$1,573.32
12/3/2024	2024	DOTTLEY JOHNNY	$1,526.14
12/5/2023	2023	DOTTLEY JOHNNY	$1,526.14
12/7/2022	2022	CORELOGIC	$1,522.13
12/9/2021	2021	CORELOGIC	$1,363.82
12/22/2020	2020	CORELOGIC	$1,315.72
12/10/2019	2019	CORELOGIC	$1,220.53
12/7/2018	2018	CORELOGIC INC	$1,211.51
11/17/2017	2017	CORE LOGIC INC	$1,219.53

11/21/2016	2016	CORELOGIC	$1,181.45
12/1/2015	2015	CORELOGIC INC	$1,181.45
12/5/2014	2014	LERETA	$1,152.40
11/12/2013	2013	LERETA LLC	$1,152.40
11/21/2012	2012	CORELOGIC INC	$1,152.40
20111216	2011	***	$1,166.42
20101206	2010	***	$1,311.61
20091207	2009	***	$1,110.09
20081120	2008	***	$1,130.14
19961216	1996	***	$397.11

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	4616 Old Looney Mill Road	**Property Address**		
====>	$ 314,100	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$31,410.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$645.48	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$903.04	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$1,548.51	**Total County remits to City for split with BOE**	CITY	
$474.29	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$257.56	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$645.48	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$1,634.89	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$2,280.37	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

City of Vestavia Hills, AL June 3, 2026

Engineering/Public Works Review

Record No.**ANX-26-1**

Status Completed

Type Approval

Assignee Christopher Brady

Became Active May 18, 2026

Due Date None

Record No: ANX-26-1

Annexation Application

Status: Active

Submitted On: 2/25/2026

Messages

Christopher Brady May 22, 2026 at 10:37 am

No significant concerns noted. This home has been recently renovated. This section of Old Looney Mill is already within the City's maintenance area, and continues to be shared with Jefferson County. The roadway frontage includes a section of plastic drainage pipe that appears to be in good condition, but will continue to monitor and discuss future maintenance concerns with County.

City of Vestavia Hills, AL June 3, 2026

Board of Education Review

Record No.**ANX-26-1**

Status Completed

Type Approval

Assignee Jaclyn Hudson

Became Active May 18, 2026

Due Date None

Record No: ANX-26-1

Annexation Application

Status: Active

Submitted On: 2/25/2026

Messages

No comments yet.

City of Vestavia Hills, AL

June 3, 2026

Fire Department Review

Record No.**ANX-26-1**

Status Completed

Type Approval

Assignee Christopher Vines

Became Active May 18, 2026

Due Date None

Record No: ANX-26-1

Annexation Application

Status: Active

Submitted On: 2/25/2026

Messages

Christopher Vines May 20, 2026 at 9:34 am

No issues noted with Vestavia Hills Fire Department.

City of Vestavia Hills, AL June 3, 2026

Police Department Review

Record No.**ANX-26-1**

Status Completed

Type Approval

Assignee Richard Wilcox

Became Active May 18, 2026

Due Date None

Record No: ANX-26-1

Annexation Application

Status: Active

Submitted On: 2/25/2026

Messages

No comments yet.

City of Vestavia Hills, AL June 3, 2026

Public Services Director Review

Record No.**ANX-26-1**

Status Completed

Type Approval

Assignee Lori Beth Kearley

Became Active May 18, 2026

Due Date None

Record No: ANX-26-1

Annexation Application

Status: Active

Submitted On: 2/25/2026

Messages

No comments yet.

Annexation Reviews, May 2026

ANX 26-1, 4616 Old Looney Mill Road






a section of drainage pipe is shallow plastic pipe, but currently appears in good condition.

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3342 - Annexation – Overnight – 4616 Old Looney Mill Road; Owner, William Jones

---

Background:
The applicant has petitioned for annexation into the City of Vestavia Hills. Adoption of this ordinance would annex the property into the City for the purposes of receiving municipal services and begin the 90-day period during which the rezoning process and any remaining annexation requirements may be completed.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Ordinance 3342

ORDINANCE NUMBER 3342

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 William Jones dated February 25, 2026, 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:

4616 Old Looney Mill Road
Com at sw int of Five Oaks Lane & Old Looney Mill Rd th nwly 310 ft to pob th cont nwly alg rd 102 ft th sw 269.4 ft th ely 111.1 ft th nely 154.9 ft th ne 93.8 ft to pob
William Jones, Owner(s)

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 20th day of July, 2026.

Ashley Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

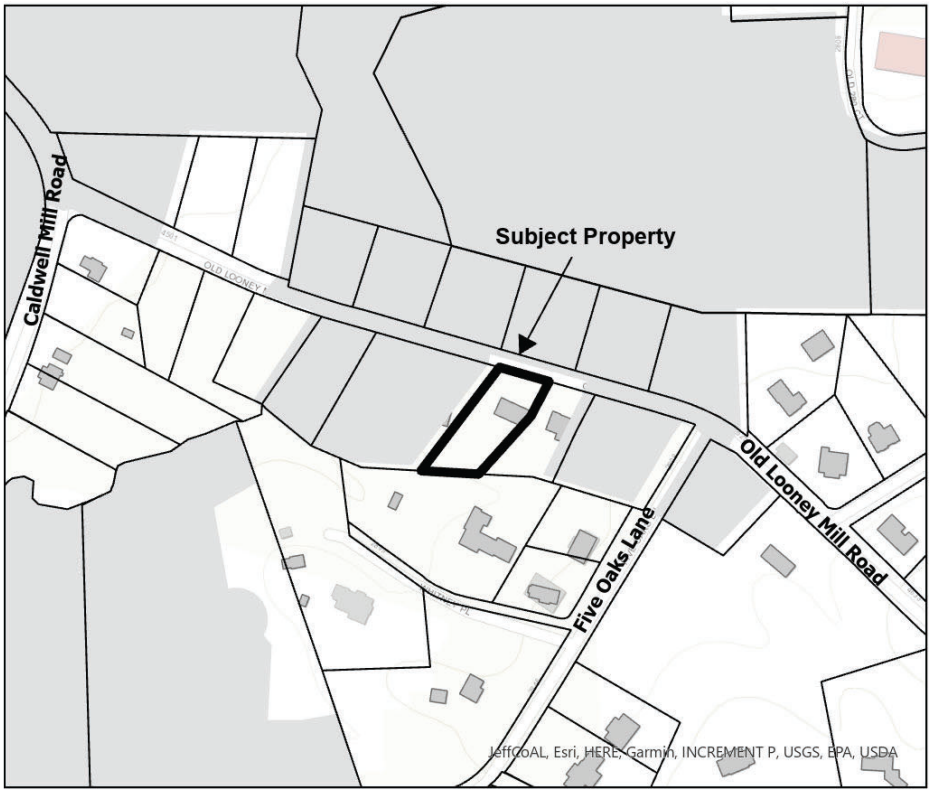
CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3342 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026, 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 _____, 2026.

Umang Patel
City Clerk

4616 Old Looney Mill Road



CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: **(POSTPONE TO 8/17/26)** Public Hearing - Resolution Number 5644 - Annexation – 90 Day – 4737 Cloud Ln; Lot 3; Owner, Audrey & Andrew Bone

---

Background:
The applicant has submitted a petition requesting annexation into the City of Vestavia Hills. Adoption of this resolution would initiate the annexation process by scheduling the required public hearing and authorizing publication of notice in accordance with Alabama law. Pursuant to Act No. 604 of the 1970 Alabama Legislature, the applicant must satisfy any applicable fire district obligations prior to the public hearing.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:

1. Resolution 5644
2. ANX-26-2 (4737 Cloud Lane)(Council Packet)

RESOLUTION NUMBER 5644

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated March 3, 2026, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 20th day of July, 2026; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 22nd day of July, 2026.

2. That on the 19th day of October, 2026, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5644 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

4737 Cloud Ln
Audrey & Andrew Bone, Owner(s)

More particularly described as follows:

Lot 3; Altadena Bend Estates; Map Book 117, Page 26; +/-1.13 AC

APPROVED and ADOPTED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

City of Vestavia Hills, AL

June 22, 2026

Record No: ANX-26-2

Annexation Application

Status: Active

Submitted On: 3/3/2026

Primary Location

4737 CLOUD LN
JEFFERSON COUNTY, AL 35243

Owner

Audrey Akin Bone and Andrew J Bone, Jr
Cloud Lane 4737 Birmingham, AL 35243

Owner Information

Owner's Name*

Audrey Akin Bone and Andrew J Bone Jr

Owner Mailing Address Inc. City, State, Zip*

4737 Cloud Lane, Birmingham, AL 35243

Property Information

Address of Property to be annexed?*

4737 Cloud Lane, Birmingham, AL 35243

Legal Description of Property to be Annexed*

Lot 3; Altadena Bend Estates; Map Book 117, Page 26; +/-1.13 AC

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28-00-34-4-000-016.009

County Zoning Classification

E-1

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH E-2

Desired Zoning Classification

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

I grew up in Vestavia and attended Vestavia City Schools from K-12. My mom still lives in Vestavia and my brother and sister-in-law purchased the former Vestavia Hills Elementary Central school building, which they are currently converting into Hub in the Hills (a nonprofit hub). Additionally, our 2 year old daughter has developmental delays and is currently undergoing evaluations at Children's Hospital for Cerebral Palsy. She currently receives physical therapy, occupational therapy, and speech therapy. We know she would benefit greatly from the resources at Vestavia Hills City Schools. As a former Special Education teacher, I know the importance of a supportive school system and we'd be extremely supportive partners and community members in return.

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

[redacted]

Age of Child

4

School Grade of Child

Pre-K

Plan to Enroll in Vestavia Hills School within 2 years?

Yes

Name of Child

[redacted]

Age of Child

2

School Grade of Child

2K

Plan to Enroll in Vestavia Hills Schools within 2 years?

Yes

Addition children information

Annexation Review Committee - Internal Use only

The property in question is contiguous to the City limits

Yes

☑

No

☐

Comments

The land use of the petitioned property is compatible with land use in the area.

Yes ☑ **No** ☐

Comments

The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report (as amended) as an area of interest to the city for annexation

Yes ☐ **No** ☑

Comments

Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of annexation

Yes ☑ **No** ☐

Comments

Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of:

County Tax Value

$542,500

This value meets the city criteria:

Yes ☑ **No** ☐

Comments

This street has fewer than 100% of the individual properties within the limits of the city

Yes ☑ **No** ☐

Total homes on street

13

Total properties in the city

0

Comments

Mr. Brady commented City Services will be impacted and would require adjustments

Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner and said payment, if applicable, shall be proven to the city.

Yes ☑ **No** ☐

A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, will be paid to offset the costs associated with the annexation. These contributions will be calculated and remitted prior to effective date of annexation.

Yes **No**

☑ ☐

Comments

Property is free and clear of hazardous waste, debris and materials.

Yes **No**

☑ ☐

Comments

Please detail concerns from any city department or Board of Education

Concerns were raised regarding the ability to efficiently provide municipal services to the property, as well as the potential precedent for opening additional areas to annexation.

Information on Children

Number in family:

2

Plan to enroll in Vestavia Hills schools:

Yes	No
☑	☐

Comments

Other Final Comments:

Respectfully submitted, Micheal Vercher, Council Member

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

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

SIGNATURES:

Audrey Akin Bone Lot 3 Blk _____ Survey _____

Audrey Bone Lot 3 Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

STATE OF ALABAMA

Jefferson COUNTY

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

Audrey Akin Bone
Signature of Certifier

Subscribed and sworn before me on this 3rd day of March, 2026.

TIFFANY ERGLE NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public

My Commission Expires: 1-9-2030.

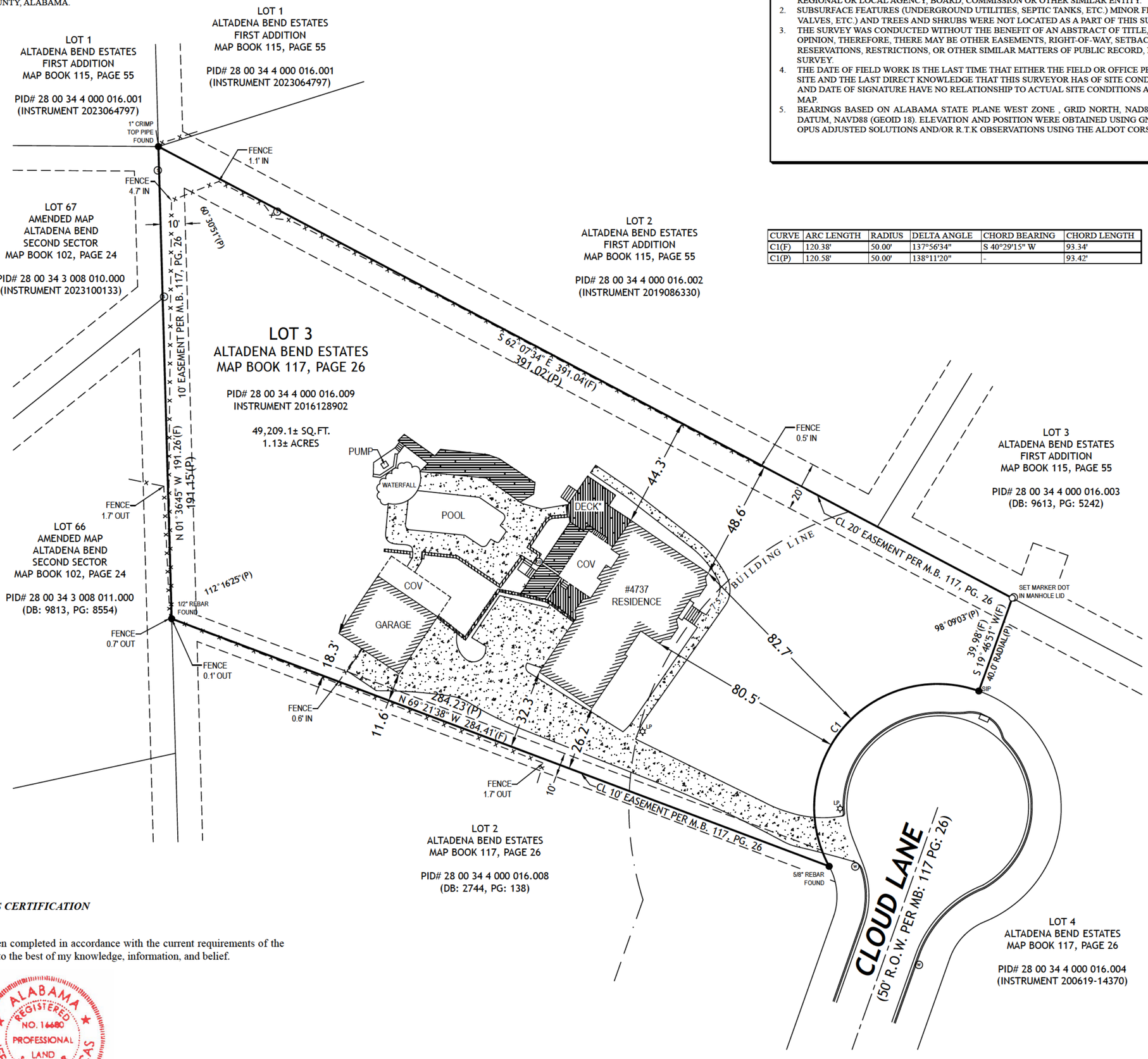
LEGEND	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
(C)	CALCULATED
(F)	FIELD MEASURED
(D)	DEED/RECORD
(P)	PLAT/MAP
*	TYPICAL
N/R	NOT RECOVERED
COV	COVERED
R.O.W.	RIGHT OF WAY
S.F.	SQUARE FEET
DB	DEED BOOK
PG	PAGE
MB	MAP/PLAT BOOK
○	SET IRON PIN (SIP)
●	FOUND IRON PIN (FIP)
×	FOUND/SET CROSS
▣	CONCRETE MONUMENT
△	CALCULATED POINT
■	AIR CONDITIONER
W	WATER METER
C / PED / T	UTILITY PEDESTAL
G	GAS METER
FH	FIRE HYDRANT
LP	LIGHT POLE
PP	POWER POLE
D	STORM MANHOLE
CO	CLEAN OUT
S	SANITARY MANHOLE
C / PD / T / W	UTILITY VAULT
EB	ELECTRIC BOX
EM	ELECTRIC METER
	FENCE
	OVERHEAD POWER
	BUILDING LINE

LEGAL DESCRIPTION:
(PER INSTRUMENT #2016128902)

LOT 3, ACCORDING TO THE SURVEY OF ALTADENA BEND ESTATES, AS RECORDED IN MAP BOOK 117, PAGE 26, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

SURVEYORS NOTES:

1. THIS SURVEY OF THE "SUBJECT PROPERTY" WAS CONDUCTED FOR THE PURPOSE OF A BOUNDARY SURVEY ONLY, AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.
2. SUBSURFACE FEATURES (UNDERGROUND UTILITIES, SEPTIC TANKS, ETC.) MINOR FEATURES (SPRINKLERS, VALVES, ETC.) AND TREES AND SHRUBS WERE NOT LOCATED AS A PART OF THIS SURVEY
3. THE SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, TITLE REPORT, OR TITLE OPINION, THEREFORE, THERE MAY BE OTHER EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER SIMILAR MATTERS OF PUBLIC RECORD, NOT DEPICTED ON THIS SURVEY.
4. THE DATE OF FIELD WORK IS THE LAST TIME THAT EITHER THE FIELD OR OFFICE PERSONNEL WERE ON THE SITE AND THE LAST DIRECT KNOWLEDGE THAT THIS SURVEYOR HAS OF SITE CONDITIONS. DATE OF MAP AND DATE OF SIGNATURE HAVE NO RELATIONSHIP TO ACTUAL SITE CONDITIONS AS DEPICTED ON THIS MAP.
5. BEARINGS BASED ON ALABAMA STATE PLANE WEST ZONE , GRID NORTH, NAD83 (2011), WITH VERTICAL DATUM, NAVD88 (GEOID 18). ELEVATION AND POSITION WERE OBTAINED USING GNSS OBSERVATIONS WITH OPUS ADJUSTED SOLUTIONS AND/OR R.T.K OBSERVATIONS USING THE ALDOT CORS NETWORK



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1(F)	120.38'	50.00'	137°56'34"	S 40°29'15" W	93.34'
C1(P)	120.58'	50.00'	138°11'20"	-	93.42'

GRID

SURVEYOR'S CERTIFICATION

I hereby certify that all parts of this map of survey have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

WEYGAND, LLC.

ALABAMA REGISTERED NO. 16680 PROFESSIONAL LAND SURVEYOR JEFFERY NEAL LUCAS

Jeffery N. Lucas, PLS AL 16680
173 Oxmoor Road, Homewood, Al 35209
205-942-0086

REFERENCES
> INST #20166128902
> MB: 117 PG: 26

REVISIONS

DATE	DESCRIPTION	BY

PROPERTY BOUNDARY SURVEY

PREPARED FOR: ANDREW BONE
ADDRESS: 4737 CLOUD LANE
BIRMINGHAM AL, 35243
JEFFERSON COUNTY
JOB NUMBER: 9543753023

DATE OF FIELDWORK:	07/21/2025
DATE OF MAP:	07/29/2025
FIELDWORK BY:	WALTER
DRAWN BY:	JAIME WHITE
REVIEWED BY:	BRYANT TUCKER
APPROVED BY:	JEFFERY LUCAS

PREPARED BY:
WEYGAND
173 OXMOOR ROAD, BIRMINGHAM, AL 35209
EMAIL: INFO@WEYGAND.COM
OFFICE: 205-942-0086
WEYGANDSURVEYOR.COM

PARCEL #:	**28 00 34 4 000 016.009**	**[111-B+]**	Baths: **4.0**	H/C Sqft: **3,001**
OWNER:	DOBRUNZ LYNN E	**18-040.0**	Bed Rooms: **4**	Land Sch: **G2**
ADDRESS:	4737 CLOUD LN BIRMINGHAM AL 35243	Land: **147,000**	Imp: **395,500**	Total: **542,500**
LOCATION:	4737 CLOUD LN BHAM AL 35243	Acres: **0.000**	Sales Info: **07/24/2025**	**$677,612**

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

Tax Year : 2025

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	2-2	DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	2018
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$542,500.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$147,000
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
POOL VINYL 60	29VP600	$300
GARAGE TILE /BR	24BKFDG	$42,800
CARPORT WOOD F	25WDWFG	$4,200
BLDG 001	111	$348,200

TOTAL MARKET VALUE **[APPR. VALUE: $542,500]**: $542,500

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	$54,260	$352.69	$4,000	$26.00	$326.69
COUNTY	3	2	$54,260	$732.51	$2,000	$27.00	$705.51
SCHOOL	3	2	$54,260	$444.93	$0	$0.00	$444.93
DIST SCHOOL	3	2	$54,260	$0.00	$0	$0.00	$0.00
CITY	3	2	$54,260	$0.00	$0	$0.00	$0.00
FOREST	3	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	2	$54,260	$276.73	$0	$0.00	$276.73
SPC SCHOOL2	3	2	$54,260	$911.57	$0	$0.00	$911.57

TOTAL FEE & INTEREST: (Detail) $5.00

ASSD. VALUE: $54,260.00 **$2,718.43** **GRAND TOTAL: $2,670.43**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2025068790	7/24/2025
20166128902	12/12/2016
2016128902	12/9/2016
9308-279	06/11/1993

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/1/2026	2025	AUDREY BONE	$2,670.43
12/21/2024	2024	CORELOGIC 1002	$2,670.43
12/19/2023	2023	CORELOGIC	$2,670.43
12/7/2022	2022	CORELOGIC	$2,597.28
12/9/2021	2021	CORELOGIC	$2,345.78
12/22/2020	2020	CORELOGIC	$2,269.63
11/5/2019	2019	NATIONSTAR MORTGAGE LLC	$2,119.33

11/5/2019	2019	DBA MR. COOPER	$2,119.33
11/29/2018	2018	LERETA, LLC	$2,142.37
11/17/2017	2017	CORE LOGIC INC	$1,980.05
12/27/2016	2016	SNODDY LAW FIRM LLC THE	$1,920.93
10/22/2015	2015	ROBERT E BRATTON LYNN M BRATTON	$1,920.93
10/20/2014	2014	ROBERT E. BRATTON LYNN M. BRATTON	$1,897.88
12/12/2013	2013	-	$1,622.33
11/20/2012	2012	BRATTON ROBERT E & LYNN M	$1,621.84
20111018	2011	***	$1,709.02
20101023	2010	***	$1,635.36
20091103	2009	***	$1,635.36
20081113	2008	***	$1,668.94
20071221	2007	***	$1,639.88
20061220	2006	***	$1,593.79
20051231	2005	***	$1,528.66
20041209	2004	***	$1,437.48
20031217	2003	***	$1,274.64
20021211	2002	***	$1,080.25
20011211	2001	***	$1,080.25
20001104	2000	***	$1,080.25
19991206	1999	***	$963.53
19981115	1998	***	$786.67
19971116	1997	***	$786.67
19961116	1996	***	$781.67

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	4737 Cloud Lane	**Property Address**		
====>	$ 542,500	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$54,250.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$1,114.84	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$1,559.69	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$2,674.53	**Total County remits to City for split with BOE**	CITY	
$819.18	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$444.85	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$1,114.84	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$2,823.71	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$3,938.55	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

City of Vestavia Hills, AL June 3, 2026

Engineering/Public Works Review

Record No.**ANX-26-2**

Status Completed

Type Approval

Assignee Christopher Brady

Became Active May 18, 2026

Due Date None

Record No: ANX-26-2

Annexation Application

Status: Active

Submitted On: 3/3/2026

Messages

Christopher Brady May 22, 2026 at 10:33 am

This
would be a new maintenance area for the City; this would be the first home in
the neighborhood to be annexed into the City, so we would rely on agreements
with County to keep public right of way maintained for the foreseeable future. Access for garbage pickup would need to be
discussed with our garbage collection contractor as this would be outside our
current contract's service area. The
roadway and public infrastructure appear in very good condition. This lot is on a cul-de-sac with a 40'
turning radius. Curb and gutter and
public drainage infrastructure appear in good condition.

City of Vestavia Hills, AL June 3, 2026

Fire Department Review

Record No.**ANX-26-2**

Status Completed

Type Approval

Assignee Christopher Vines

Became Active May 18, 2026

Due Date None

Record No: ANX-26-2

Annexation Application

Status: Active

Submitted On: 3/3/2026

Messages

Christopher Vines May 20, 2026 at 9:34 am

No issues noted with Vestavia Hills Fire Department.

City of Vestavia Hills, AL

June 3, 2026

Police Department Review

Record No.**ANX-26-2**

Status Completed

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Richard Wilcox

Record No: ANX-26-2

Annexation Application

Status: Active

Submitted On: 3/3/2026

Messages

No comments yet.

City of Vestavia Hills, AL June 3, 2026

Board of Education Review

Record No.**ANX-26-2**

Status Completed

Type Approval

Assignee Jaclyn Hudson

Became Active May 18, 2026

Due Date None

Record No: ANX-26-2

Annexation Application

Status: Active

Submitted On: 3/3/2026

Messages

Jaclyn Hudson **Internal** June 1, 2026 at 5:14 pm

board has no issues

City of Vestavia Hills, AL

June 3, 2026

Public Services Director Review

Record No.**ANX-26-2**

Status Completed

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Lori Beth Kearley

Record No: ANX-26-2

Annexation Application

Status: Active

Submitted On: 3/3/2026

Messages

No comments yet.

Annexation Reviews, May 2026

ANX 26-2, 4737 Cloud Lane –





CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: **(POSTPONE TO 8/17/26)** Public Hearing - Ordinance Number 3343 - Annexation – Overnight – 4737 Cloud Ln; Lot 3, Owner, Audrey & Andrew Bone

---

Background:
The applicant has petitioned for annexation into the City of Vestavia Hills. Adoption of this ordinance would annex the property into the City for the purposes of receiving municipal services and begin the 90-day period during which the rezoning process and any remaining annexation requirements may be completed.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Ordinance 3343

ORDINANCE NUMBER 3343

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 Audrey & Andrew Bone dated March 3, 2026, 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:

4737 Cloud Ln
Lot 3; Altadena Bend Estates; Map Book 117, Page 26; +/-1.13 AC
Audrey & Andrew Bone, Owner(s)

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 20th day of July, 2026.

Ashely Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3343 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026, 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 _____, 2026.

Umang Patel
City Clerk

4737 Cloud Lane



CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Resolution Number 5645 - Annexation – 90 Day – 2494 Dolly Ridge Trail; Lot 29, Owner, Samuel & Leigh Barall

---

Background:
The applicant has submitted a petition requesting annexation into the City of Vestavia Hills. Adoption of this resolution would initiate the annexation process by scheduling the required public hearing and authorizing publication of notice in accordance with Alabama law. Pursuant to Act No. 604 of the 1970 Alabama Legislature, the applicant must satisfy any applicable fire district obligations prior to the public hearing.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Resolution 5645

2. ANX-26-3 (2494 Dolly Ridge Trial)(Council Packet)

RESOLUTION NUMBER 5645

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated March 18, 2026, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 20th day of July, 2026; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 22nd day of July, 2025.

2. That on the 19th day of October, 2026, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5645 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2494 Dolly Ridge Trail
Samuel & Leigh Barall, Owner(s)

More particularly described as follows:

LOT 29 EXC W 50 FT ROCKY RIDGE ESTS

APPROVED and ADOPTED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

City of Vestavia Hills, AL

June 23, 2026

Record No: ANX-26-3

Annexation Application

Status: Active

Submitted On: 3/18/2026

Primary Location

2494 DOLLY RIDGE TRAIL
BIRMGINHAM , AL 35243

Owner

Samuel L. Barall and Leigh Monroe Barall
Dolly Ridge Trail 2494 Birmingham, AL 35243

Owner Information

Owner's Name*

Samuel L. Barall and Leigh Monroe Barall

Owner Mailing Address Inc. City, State, Zip*

2494 Dolly Ridge Trail, Birmingham, Alabama 35243

Property Information

Address of Property to be annexed?*

2494 Dolly Ridge Trail

Legal Description of Property to be Annexed*

Lot 29

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 32 4 004 004.000

County Zoning Classification

JC E-2

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH R-1

Desired Zoning Classification

VH R-1

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

No

If not, please explain

We have a detatched dwelling that, per email 1/26/2026 from Rebecca Leavings, "should be grandfathered up until the time it is demolished for any reason and then would not be allowed to re-build."

Annexation Request Information

Please Explain your reason for requesting annexation?*

I believe we are the only house in our neighborhood that is not in Vestavia Hills. We would like to annex to be an official part of VH and utilize the utilities, community, public safety resources, etc. that come from being a part of Vestavia Hills.

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

N/A

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

–

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information

Annexation Review Committee - Internal Use only

The property in question is contiguous to the City limits

Yes

☑

No

☐

Comments

The land use of the petitioned property is compatible with land use in the area.

Yes **No**

☑ ☐

Comments

The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report (as amended) as an area of interest to the city for annexation

Yes **No**

☑ ☐

Comments

Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of annexation

Yes **No**

☑ ☐

Comments

Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of:

County Tax Value

$531,400

This value meets the city criteria:

Yes **No**

☑ ☐

Comments

This street has fewer than 100% of the individual properties within the limits of the city

Yes **No**

☑ ☐

Total homes on street **Total properties in the city**

8 4

Comments

Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner and said payment, if applicable, shall be proven to the city.

Yes **No**

☑ ☐

A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, will be paid to offset the costs associated with the annexation. These contributions will be calculated and remitted prior to effective date of annexation.

Yes **No**

☑ ☐

Comments

Property is free and clear of hazardous waste, debris and materials.

Yes	No
☑	☐

Comments

Please detail concerns from any city department or Board of Education

Information on Children

Number in family:

0

Plan to enroll in Vestavia Hills schools:

Yes	No
☐	☑

Comments

Other Final Comments:

Respectfully submitted, Michael Vercher, Council Member

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

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

SIGNATURES:

X Samuel L. Barall Lot 29 Blk _____ Survey _____

X Leigh Mavro Barall Lot 29 Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

_____ Lot _____ Blk _____ Survey _____

STATE OF ALABAMA

Jefferson COUNTY

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

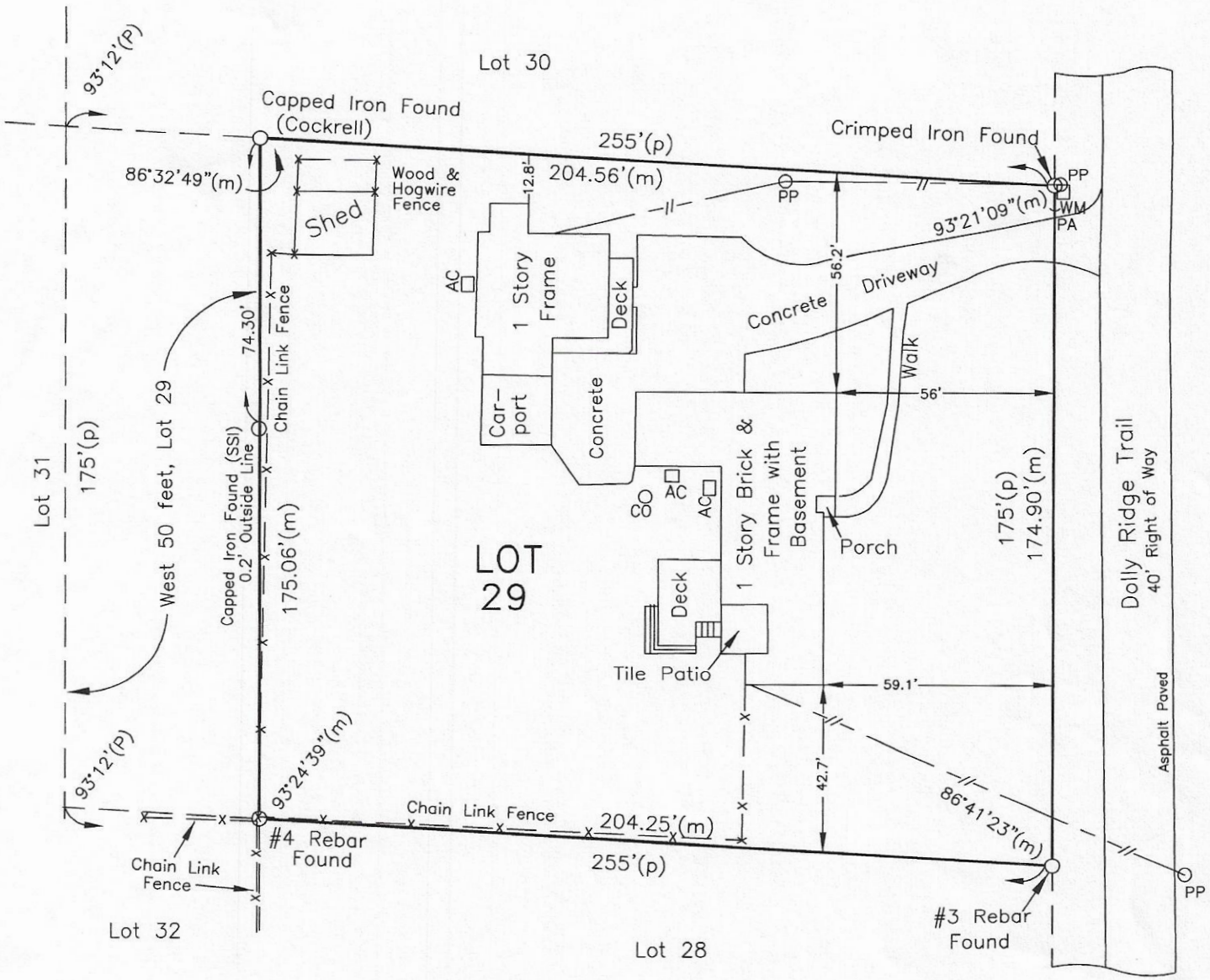
X Samuel L. Barall X Leigh Mavro Barall
Signature of Certifier

Subscribed and sworn before me on this 18th day of March, 2026.

JEFFREY ADAM MORRIS NOTARY PUBLIC ALABAMA STATE AT LARGE COMMISSION EXPIRES AUGUST 05, 2029

Notary Public

My Commission Expires: 8/5/25



LEGEND

O	PP	POWER POLE
□	WM	WATER METER
□	AC	AIR CONDITIONER
---//---		OVERHEAD POWER
↓	PA	POLE ANCHOR
-x-	FEN	FENCE
O	CO	CLEAN OUT
	(p)	PLAT DIMENSION
	(m)	MEASURED DIMENSION

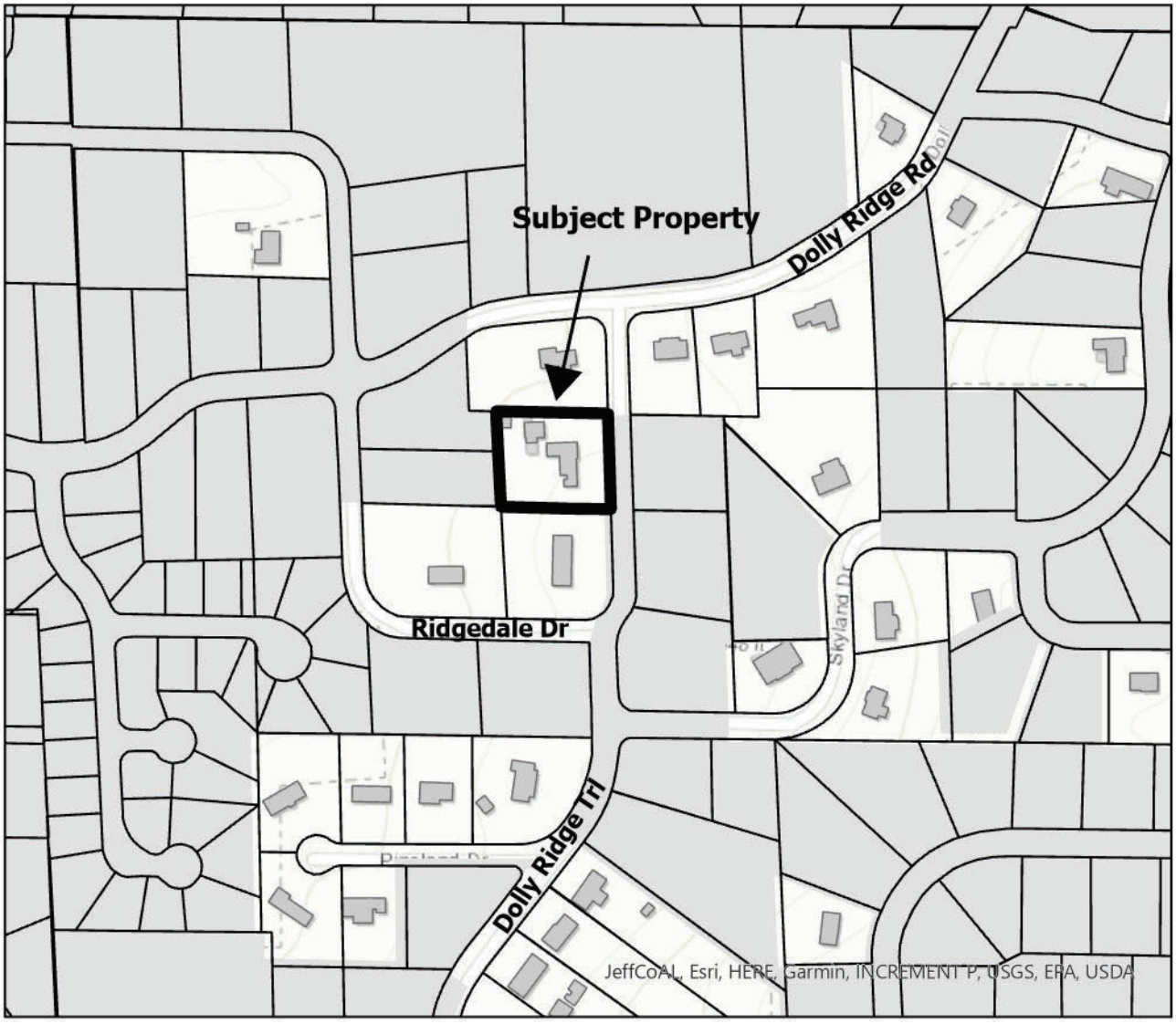
STATE OF ALABAMA
JEFFERSON COUNTY

I, Rowland Jackins, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief for the following described property:

Lot 28, except the West 50 feet thereof, according to the Survey of Rocky Ridge Estates, as recorded in Map Book 28, Page 10, and refiled in Map Book 28, Page 78, in the Probate Office of Jefferson County, Alabama; (Instrument 2016038313)

I further state that there are no rights of ways, easements or joint driveways over or across said land visible on the surface except as shown, that there are no electric or telephone wires (excluding those which serve the premises only) or structures or supports thereof, including poles, anchor or guy wires on or over said property except as shown, that there are no encroachments except as shown; that the improvements are located as shown above. No underground utilities were located.

2494 Dolly Ridge Trl



PARCEL #:	**28 00 32 4 004 004.000**	**[111-D-]**	Baths: **4.0**	H/C Sqft: **3,101**
OWNER:	BARALL SAMUEL L	**18-034.0**	Bed Rooms: **2**	Land Sch: **G1**
ADDRESS:	2494 DOLLY RIDGE TRAIL BIRMINGHAM AL 35243	Land: **154,000**	Imp: **377,400**	Total: **531,400**
LOCATION:	2494 DOLLY RIDGE TRL BHAM AL 35243	Acres: **0.000**	Sales Info: **02/24/2017**	**$10**

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

Tax Year : 2025

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	2-2	DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	2018
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$490,600.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$154,000
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
GARAGE WOOD OR	24WCBFL	$7,900
BLDG 002	111	$93,000
BLDG 001	111	$276,500

TOTAL MARKET VALUE **[APPR. VALUE: $531,400]**: $531,400

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	$52,480	$341.12	$4,000	$26.00	$315.12
COUNTY	3	2	$52,480	$708.48	$2,000	$27.00	$681.48
SCHOOL	3	2	$52,480	$430.34	$0	$0.00	$430.34
DIST SCHOOL	3	2	$52,480	$0.00	$0	$0.00	$0.00
CITY	3	2	$52,480	$0.00	$0	$0.00	$0.00
FOREST	3	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	2	$52,480	$267.65	$0	$0.00	$267.65
SPC SCHOOL2	3	2	$52,480	$881.66	$0	$0.00	$881.66

TOTAL FEE & INTEREST: (Detail) $5.00

ASSD. VALUE: $52,480.00 **$2,629.25** **GRAND TOTAL: $2,581.25**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2026015331	2/20/2026
2017023428	2/24/2017
2017012406	2/3/2017
2016038313	4/19/2016
201220-9360	12/17/2012
200708-193	05/14/2007
1200-971	07/25/1975

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/20/2025	2025	COTALITY TAX SERVICE 1001	$2,581.25
12/21/2024	2024	CORELOGIC 1002	$2,409.91
12/19/2023	2023	CORELOGIC	$2,331.75
12/7/2022	2022	CORELOGIC	$2,204.50
12/9/2021	2021	CORELOGIC	$2,005.10
10/16/2020	2020	MEMBERS TITLE, LLC	$1,808.71
12/10/2019	2019	CORELOGIC	$1,748.59

12/7/2018	2018	CORELOGIC INC	$1,912.91
10/17/2017	2017	BARALL SAMUEL L	$2,793.58
2/8/2017	2016	MEMBERS TITLE LLC	$1,535.51
12/2/2015	2015	PARRIS MICHAEL AND SUSAN	$1,492.07
11/17/2014	2014	MICHAEL G PARRISSUSAN D PARRIS	$1,492.07
	2013		$0.00
	2012		$0.00
20071123	2007	***	$1,606.30
20061202	2006	***	$1,351.79
20051119	2005	***	$1,336.27
20041120	2004	***	$1,266.62
20031122	2003	***	$1,123.85
20021129	2002	***	$974.04
20011117	2001	***	$974.04
20001104	2000	***	$799.69
19991206	1999	***	$799.69
19981115	1998	***	$580.81
19971029	1997	***	$580.81
19961123	1996	***	$575.81

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	2494 Dolly Ridge Trail	**Property Address**		
====>	$ 531,400	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$53,140.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$1,092.03	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$1,527.78	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$2,619.80	**Total County remits to City for split with BOE**	CITY	
$802.41	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$435.75	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$1,092.03	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$2,765.94	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$3,857.96	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

City of Vestavia Hills, AL June 3, 2026

Engineering/Public Works Review

Record No.**ANX-26-3**

Status Completed

Type Approval

Assignee Christopher Brady

Became Active May 18, 2026

Due Date None

Record No: ANX-26-3

Annexation Application

Status: Active

Submitted On: 3/18/2026

Messages

Christopher Brady May 22, 2026 at 10:27 am

No concerns noted. This area is within our maintenance area. Some neighboring homes remain in the County,
so future road paving and other improvements would continue to be coordinated.

City of Vestavia Hills, AL

June 3, 2026

Board of Education Review

Record No.**ANX-26-3**

Status Active

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Jaclyn Hudson

Record No: ANX-26-3

Annexation Application

Status: Active

Submitted On: 3/18/2026

Messages

Jaclyn Hudson **Internal**

June 1, 2026 at 5:15 pm

No issues by board of Ed

City of Vestavia Hills, AL June 3, 2026

Police Department Review

Record No.**ANX-26-3**

Status Completed

Type Approval

Assignee Richard Wilcox

Became Active May 18, 2026

Due Date None

Record No: ANX-26-3

Annexation Application

Status: Active

Submitted On: 3/18/2026

Messages

No comments yet.

City of Vestavia Hills, AL June 3, 2026

Fire Department Review

Record No.**ANX-26-3**

Status Completed

Type Approval

Assignee Christopher Vines

Became Active May 18, 2026

Due Date None

Record No: ANX-26-3

Annexation Application

Status: Active

Submitted On: 3/18/2026

Messages

Christopher Vines May 20, 2026 at 9:33 am

No issues noted with Vestavia Hills Fire Department.

City of Vestavia Hills, AL June 3, 2026

Public Services Director Review

Record No.**ANX-26-3**

Status Completed

Type Approval

Assignee Lori Beth Kearley

Became Active May 18, 2026

Due Date None

Record No: ANX-26-3

Annexation Application

Status: Active

Submitted On: 3/18/2026

Messages

No comments yet.

Annexation Reviews, May 2026

ANX 26-3, 2494 Dolly Ridge Trail





CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3344 - Annexation – Overnight – 2494 Dolly Ridge Trail; Lot 29; Owner, Samuel & Leigh Barall

---

Background:
The applicant has petitioned for annexation into the City of Vestavia Hills. Adoption of this ordinance would annex the property into the City for the purposes of receiving municipal services and begin the 90-day period during which the rezoning process and any remaining annexation requirements may be completed.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Ordinance 3344

ORDINANCE NUMBER 3344

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 Samuel & Leigh Barall dated March 18, 2026, 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:

2494 Dolly Ridge Trail
Samuel & Leigh Barall, Owner(s)
LOT 29 EXC W 50 FT ROCKY RIDGE ESTS

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 20th day of July, 2026.

Ashely Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

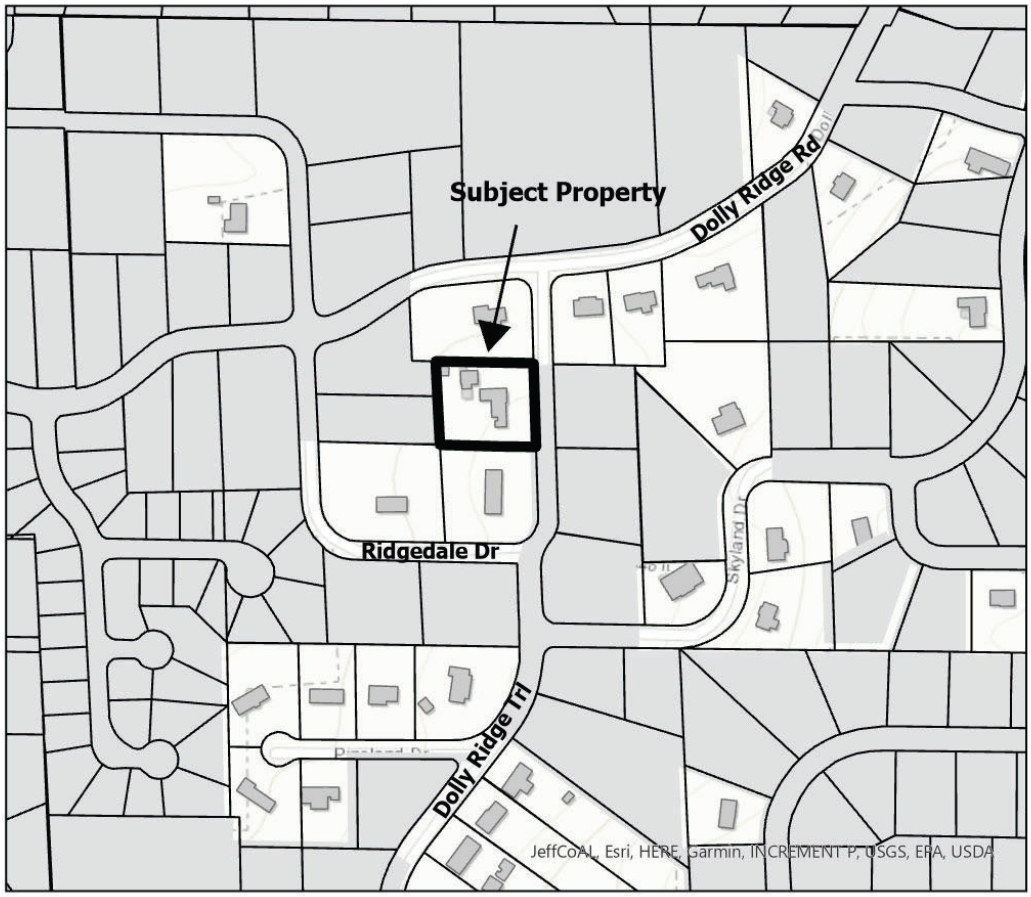
CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3344 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026, 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 _____, 2026.

Umang Patel
City Clerk

2494 Dolly Ridge Trl



CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Resolution Number 5646 - Annexation – 90 Day – 2421 Rocky Ridge Road; Lot 4, Owner, Luis Chavez Garcia

---

Background:
The applicant has submitted a petition requesting annexation into the City of Vestavia Hills. Adoption of this resolution would initiate the annexation process by scheduling the required public hearing and authorizing publication of notice in accordance with Alabama law. Pursuant to Act No. 604 of the 1970 Alabama Legislature, the applicant must satisfy any applicable fire district obligations prior to the public hearing.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Resolution 5646

2. ANX-26-4 (2421 Rocky Ridge Road)(Council Packet)

RESOLUTION NUMBER 5646

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 1, 2026, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 20th day of July, 2026; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 22nd day of July, 2025.

2. That on the 19th day of October, 2026, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5646 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2421 Rocky Ridge Road
Luis Chaves Garcia, Owner(s)

More particularly described as follows:

lot 4 Buckhead 1st sector

APPROVED and ADOPTED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

City of Vestavia Hills, AL

June 23, 2026

Record No: ANX-26-4

Annexation Application

Status: Active

Submitted On: 4/1/2026

Primary Location

2421 ROCKY RIDGE ROAD
BRIMINGHAM, AL 35243

Owner

Luis Chavez Garcia
rocky ridge rd 2421 birmingham , al 35243

Owner Information

Owner's Name*

Luis Chavez Garcia

Owner Mailing Address Inc. City, State, Zip*

2421 Rocky Ridge Rd Birmingham Alabama 35243

Property Information

Address of Property to be annexed?*

2421 Rocky Ridge Rd Birmingham
Alabama 35243

Legal Description of Property to be Annexed*

lot 4 buckhead 1st sector

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

40-00-05-2-007-002.000

County Zoning Classification

E-2

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH R-1

Desired Zoning Classification

VH R-1

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

Would like for my daugter to attend Vestavia Hills Highschool and also be part of the Vestavia Hills Community

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

[redacted]

Age of Child

16

School Grade of Child

11

Plan to Enroll in Vestavia Hills School within 2 years?

Yes

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information

Annexation Review Committee - Internal Use only

The property in question is contiguous to the City limits

Yes

☑

No

☐

Comments

The land use of the petitioned property is compatible with land use in the area.

Yes

☑

No

☐

Comments

The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report (as amended) as an area of interest to the city for annexation

Yes **No**

☑ ☐

Comments

Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of annexation

Yes **No**

☑ ☐

Comments

Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of:

County Tax Value

$284,200

This value meets the city criteria:

Yes **No**

☑ ☐

Comments

Purchase price was $345,000

This street has fewer than 100% of the individual properties within the limits of the city

Yes ☑ **No** ☐

Total homes on street

15

Total properties in the city

8

Comments

Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner and said payment, if applicable, shall be proven to the city.

Yes ☑ **No** ☐

A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, will be paid to offset the costs associated with the annexation. These contributions will be calculated and remitted prior to effective date of annexation.

Yes ☑ **No** ☐

Comments

Property is free and clear of hazardous waste, debris and materials.

Yes	No
☑	☐

Comments

Please detail concerns from any city department or Board of Education

Information on Children

Number in family:

1

Plan to enroll in Vestavia Hills schools:

Yes	No
☑	☐

Comments

Other Final Comments:

Respectfully submitted, Micheal Vercher, Council Member

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

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

SIGNATURES:

Luis Castro Lot _____ Blk_____ Survey _____

Laura Sulecter Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

STATE OF ALABAMA

JEFFERSON COUNTY

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

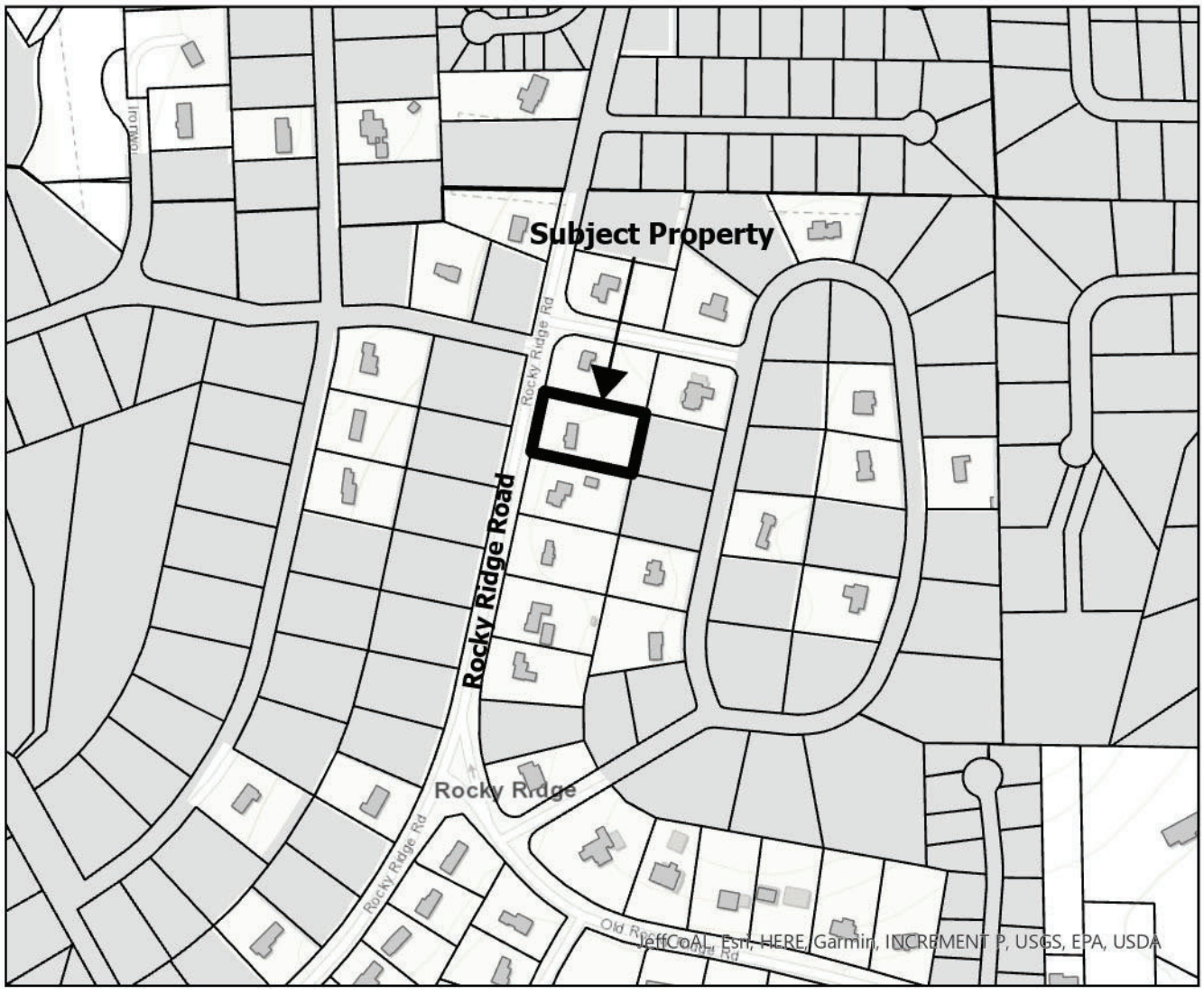
Signature of Certifier

Subscribed and sworn before me on this 30th day of MARCH 2024.

Notary Public

My Commission Expires: 05-30-2029

2421 Rocky Ridge Road



PARCEL #:	**40 00 05 2 007 002.000**	**[111-D0]**	Baths: **2.0**	H/C Sqft: **1,682**
OWNER:	RUSSELL GRIFFIN K & MADISON B	**18-015.0**	Bed Rooms: **3**	Land Sch: **G1**
ADDRESS:	2421 ROCKY RIDGE RD BIRMINGHAM AL 35243	Land: **137,000**	Imp: **147,200**	Total: **284,200**
LOCATION:	2421 ROCKY RIDGE RD BHAM AL 35243	Acres: **0.000**	Sales Info: **05/08/2020**	**$245,000**

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

Tax Year : 2025

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	2-2	DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	2021
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$266,100.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$137,000
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
BLDG 001	111	$147,200
TOTAL MARKET VALUE **[APPR. VALUE: $284,200]**		$284,200

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	$28,420	$184.73	$4,000	$26.00	$158.73
COUNTY	3	2	$28,420	$383.67	$2,000	$27.00	$356.67
SCHOOL	3	2	$28,420	$233.04	$0	$0.00	$233.04
DIST SCHOOL	3	2	$28,420	$0.00	$0	$0.00	$0.00
CITY	3	2	$28,420	$0.00	$0	$0.00	$0.00
FOREST	3	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	2	$28,420	$144.94	$0	$0.00	$144.94
SPC SCHOOL2	3	2	$28,420	$477.46	$0	$0.00	$477.46

**** DELINQUENT ****

TOTAL FEE & INTEREST: (Detail) $29.92

ASSD. VALUE: $28,420.00 **$1,423.84** **GRAND TOTAL: $1,400.76**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2026014079	2/11/2026
2020047168	5/8/2020
201512300122536	9/23/2015
2016072545	7/19/2014
200314-6051	09/02/2003

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
2/17/2026	2025	SOUTH OAK TITLE BIRMINGHAM LLC	$1,400.76
12/21/2024	2024	CORELOGIC 1002	$1,285.66
12/19/2023	2023	CORELOGIC	$1,285.66
12/7/2022	2022	CORELOGIC	$1,204.50
12/9/2021	2021	CORELOGIC	$1,173.44
12/8/2020	2020	CORELOGIC, INC.	$1,108.31
12/10/2019	2019	CORELOGIC	$1,073.24
12/7/2018	2018	CORELOGIC INC	$956.00
11/17/2017	2017	CORELOGIC INC	$937.05

11/17/2017	2017	CORE LOGIC INC	$927.95
12/8/2016	2016	LERETA	$880.85
12/21/2015	2015	MY PLACE RENTALS LLC	$868.83
12/2/2014	2014	CORELOGIC INC	$895.88
11/19/2013	2013	CORELOGIC INC	$862.82
11/21/2012	2012	CORELOGIC INC	$862.82
20111216	2011	***	$868.83
20101201	2010	***	$868.83
20091207	2009	***	$868.83
20081120	2008	***	$878.36
20071117	2007	***	$741.09
20061202	2006	***	$728.06
20051119	2005	***	$710.51
20041120	2004	***	$370.84
20031016	2003	***	$840.65
20030513	2002	***	$722.21
20020514	2001	***	$720.12
20001228	2000	***	$275.16
19991231	1999	***	$275.16
19990412	1998	***	$179.89
19980102	1997	***	$155.93
19961206	1996	***	$145.83

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	**2421 Rocky Ridge Road**	**Property Address**		
====>	**$ 284,200**	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$28,420.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$584.03	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$817.08	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$1,401.11	**Total County remits to City for split with BOE**	CITY	
$429.14	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$233.04	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$584.03	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$1,479.26	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$2,063.29	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

City of Vestavia Hills, AL June 3, 2026

Engineering/Public Works Review

Record No.**ANX-26-4**

Status Completed

Type Approval

Assignee Christopher Brady

Became Active April 13, 2026

Due Date None

Record No: ANX-26-4

Annexation Application

Status: Active

Submitted On: 4/1/2026

Messages

Christopher Brady **Internal** April 24, 2026 at 4:40 pm

engineering does not anticipate any significant concerns, but I would like to finalize my review once we determine a potential annexation committee hearing so that I can review most current conditions. Please update me accordingly.

Christopher Brady May 22, 2026 at 10:18 am

No significant concerns noted. This home is currently undergoing renovation
work. There was a noted hole in the
backyard area that may be due to septic work or other ongoing work (see uploaded pictures from 5/22). Rocky Ridge will remain a Jefferson County Through-Road, so there is no anticipated infrastructure impact to the City.

City of Vestavia Hills, AL

June 3, 2026

Police Department Review

Record No.**ANX-26-4**

Status Completed

Became Active April 13, 2026

Type Approval

Due Date None

Assignee Richard Wilcox

Record No: ANX-26-4

Annexation Application

Status: Active

Submitted On: 4/1/2026

Messages

No comments yet.

City of Vestavia Hills, AL June 3, 2026

Fire Department Review

Record No.**ANX-26-4**

Status Completed

Type Approval

Assignee Christopher Vines

Became Active April 13, 2026

Due Date None

Record No: ANX-26-4

Annexation Application

Status: Active

Submitted On: 4/1/2026

Messages

Christopher Vines May 20, 2026 at 9:34 am

No issues noted with Vestavia Hills Fire Department.

City of Vestavia Hills, AL

June 3, 2026

Board of Education Review

Record No.**ANX-26-4**

Status Active

Became Active April 13, 2026

Type Approval

Due Date None

Assignee Jaclyn Hudson

Record No: ANX-26-4

Annexation Application

Status: Active

Submitted On: 4/1/2026

Messages

Jaclyn Hudson **Internal** June 1, 2026 at 5:18 pm

No issues

City of Vestavia Hills, AL June 3, 2026

Public Services Director Review

Record No.**ANX-26-4**

Status Completed

Type Approval

Assignee Lori Beth Kearley

Became Active April 13, 2026

Due Date None

Record No: ANX-26-4

Annexation Application

Status: Active

Submitted On: 4/1/2026

Messages

No comments yet.

Annexation Reviews, May 2026

ANX 26-4, 2421 Rocky Ridge Road









hole noted in backyard

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3345 - Annexation – Overnight – 2421 Rocky Ridge Road; Lot 4; Owner, Luis Chavez Garcia

---

Background:
The applicant has petitioned for annexation into the City of Vestavia Hills. Adoption of this ordinance would annex the property into the City for the purposes of receiving municipal services and begin the 90-day period during which the rezoning process and any remaining annexation requirements may be completed.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Ordinance 3345

ORDINANCE NUMBER 3345

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 Luis Chaves Garcia dated April 1, 2026, 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:

2421 Rocky Ridge Road
lot 4 Buckhead 1st sector
Luis Chaves Garcia, Owner(s)

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 20th day of July, 2026.

Ashely Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

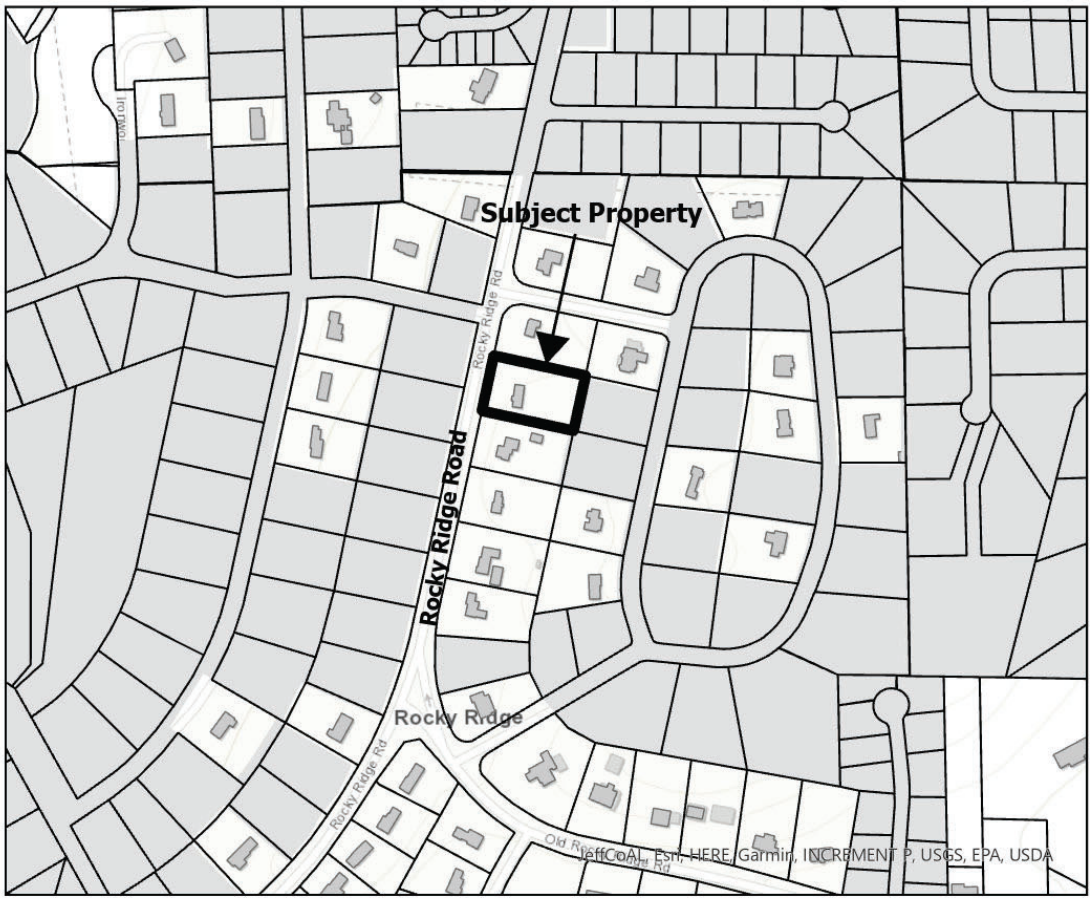
CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3345 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026, 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 _____, 2026.

Umang Patel
City Clerk

2421 Rocky Ridge Road



CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Resolution Number 5647 - Annexation – 90 Day – 2504 Skyland Drive; Lot 7, Owner, Hannah & Addison Stokes

---

Background:
The applicant has submitted a petition requesting annexation into the City of Vestavia Hills. Adoption of this resolution would initiate the annexation process by scheduling the required public hearing and authorizing publication of notice in accordance with Alabama law. Pursuant to Act No. 604 of the 1970 Alabama Legislature, the applicant must satisfy any applicable fire district obligations prior to the public hearing.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Resolution 5647

2. ANX-26-5 (2504 Skyland Drive)(Council Packet)

RESOLUTION NUMBER 5647

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 16, 2026, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 20th day of July, 2026; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 22nd day of July, 2025.

2. That on the 19th day of October, 2026, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5647 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2504 Skyland Drive
Hannah & Addison Stokes, Owner(s)

More particularly described as follows:

lot 4 Buckhead 1st sector

APPROVED and ADOPTED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

City of Vestavia Hills, AL

June 29, 2026

Record No: ANX-26-5

Annexation Application

Status: Active

Submitted On: 4/16/2026

Primary Location

2504 SKYLAND DRIVE
BIRMINGHAM, AL 35243

Owner

Hannah Hooks Stokes
Skyland Drive 2504 Vestavia, AL 35243

Owner Information

Owner's Name*

Hannah Hooks Stokes, Addison Blaine Stokes

Owner Mailing Address Inc. City, State, Zip*

2504 Skyland Drive, Vestavia, AL 35243

Property Information

Address of Property to be annexed?*

2504 Skyland Drive

Legal Description of Property to be Annexed*

LOT 7 BLK 1 DOLLY RIDGE ESTS 1ST ADD

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 32 4 005 010.000

County Zoning Classification

E2

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH R-1

Desired Zoning Classification

VH R-1

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

We, Hannah and Blaine Stokes, purchased our house at 2504 Skyland Drive in 2017 as young adults new to the Birmingham area (originally from Gadsden (Southside), Alabama). We both work for companies headquarted in Birmingham, one of which is headquarted within Vestavia City limits. We eat, shop, and soend our free time in Vestavia. We have worked hard to make substantial inprovements to our home at over the past several years including, but not limited to, a newly poured driveway, new back deck, sodded backyard, renovated bathrooms/bedrooms, fresh exterior paint, and new roof (2024) and HVAC systems. We have made this house a "home," and are now raising our two daughters here. Our youngest was just born March 2026, and our oldest will be school age soon. She would very much like her to attend school with her neighbors and friends at Dolly Ridge. We love Vestavia, are hoping to become more involved with all the City has to offer, and want it to annex into the City to officially make it our home for years to come!

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

[redacted]

Age of Child

[redacted]

School Grade of Child

[redacted]

Plan to Enroll in Vestavia Hills School within 2 years?

Yes

Name of Child

[redacted]

Age of Child

[redacted]

School Grade of Child

[redacted]

Plan to Enroll in Vestavia Hills Schools within 2 years?

No

Addition children information

Annexation Review Committee - Internal Use only

The property in question is contiguous to the City limits

Yes

☑

No

☐

Comments

The land use of the petitioned property is compatible with land use in the area.

Yes ☑ **No** ☐

Comments

The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report (as amended) as an area of interest to the city for annexation

Yes ☑ **No** ☐

Comments

Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of annexation

Yes ☑ **No** ☐

Comments

Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of:

County Tax Value

$462,400

This value meets the city criteria:

Yes ☑ **No** ☐

Comments

This street has fewer than 100% of the individual properties within the limits of the city

Yes ☑ **No** ☐

Total homes on street

10

Total properties in the city

5

Comments

Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner and said payment, if applicable, shall be proven to the city.

Yes ☑ **No** ☐

A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, will be paid to offset the costs associated with the annexation. These contributions will be calculated and remitted prior to effective date of annexation.

Yes ☑ **No** ☐

Comments

Property is free and clear of hazardous waste, debris and materials.

Yes ☑ **No** ☐

Comments

Please detail concerns from any city department or Board of Education

Information on Children

Number in family:

Plan to enroll in Vestavia Hills schools:

Yes 🔒 ☑

No 🔒 ☐

Comments 🔒

Other Final Comments: 🔒

🔒

Respectfully submitted, Michael Vercher, Council Member

City of Vestavia Hills Owner Affidavit

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

Signature _____ Lot 7 Blk 1 Survey 2504 Skyland Drive
Dolly Ridge Estates
Parcel No. 28 00 32 4 005 010.00

Signature _____ Lot 7 Blk 1 Survey 2504 Skyland Drive
Dolly Ridge Estates
Parcel No. 28 00 32 4 005 010.00

Signature _____ Lot _____ Blk _____ Survey _____

Signature _____ Lot _____ Blk _____ Survey _____

Signature _____ Lot _____ Blk _____ Survey _____

THIS FORM MUST BE NOTARIZED.

STATE OF ALABAMA KAF
~~XXXXXXXX~~ Texas
COUNTY OF Hidalgo

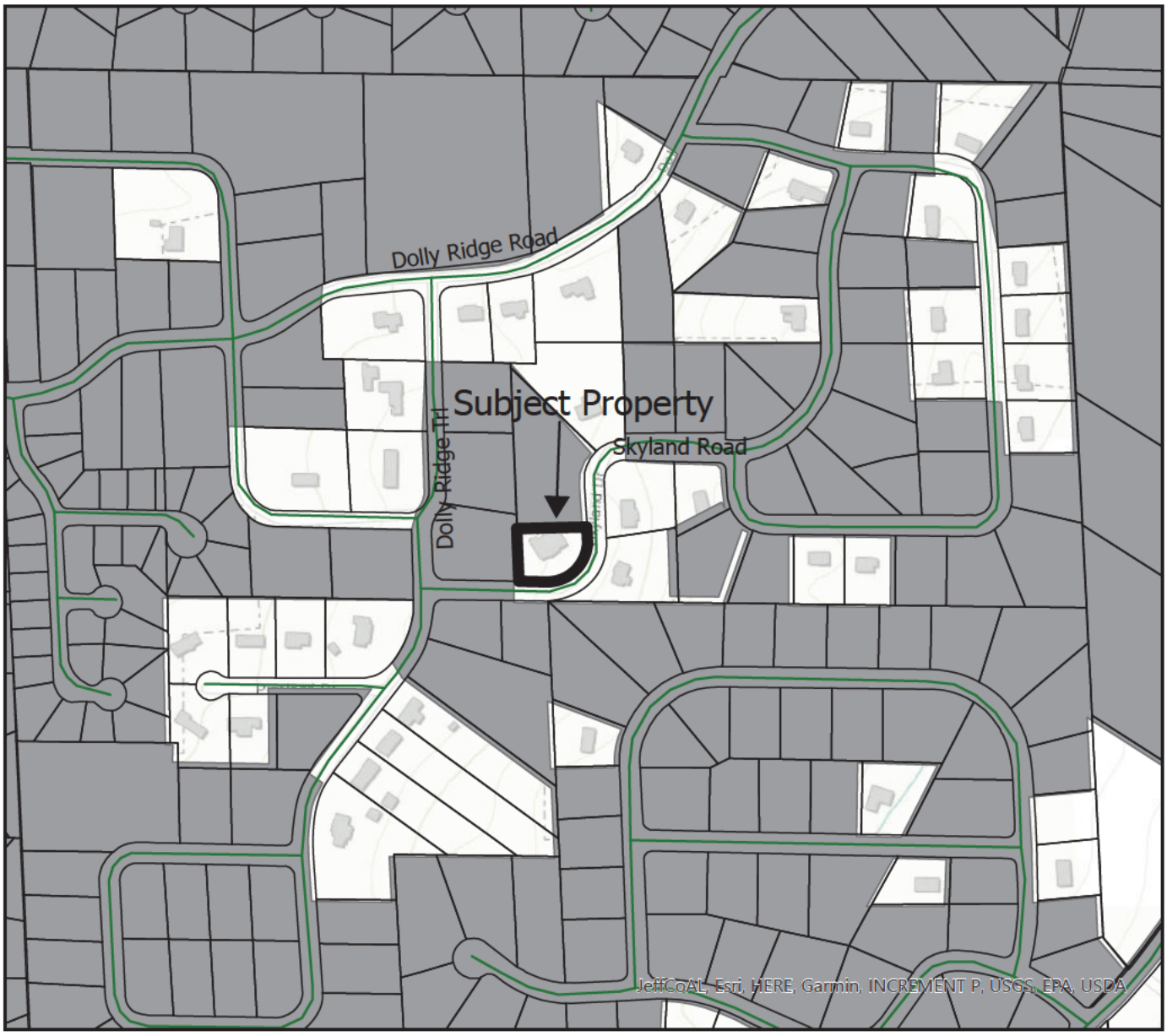
Given under my hand and seal this 16th day of April, 20 26.

_____
Notary Public

My commission expires 17th day of September, 20 29.

Kevin Arnel Flores
ID NUMBER
135532963
COMMISSION EXPIRES
September 17, 2029

Electronically signed and notarized online using the Proof platform.


Dolly Ridge Road
Subject Property
Skyland Road
Dolly Ridge Trl
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

PARCEL #:	**28 00 32 4 005 010.000**
OWNER:	STOKES ADDISON BLAINE & HANNAH HOOKS
ADDRESS:	2504 SKYLAND DR VESTAVIA AL 35243-4605
LOCATION:	2504 SKYLAND DR BHAM AL 35243

[111-C0]	Baths: **3.0**	H/C Sqft: **3,192**
18-034.0	Bed Rooms: **4**	Land Sch: **G1**
Land: **154,000**	Imp: **308,400**	Total: **462,400**
Acres: **0.000**	Sales Info: **02/09/2017**	**$214,500**

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

Tax Year : 2025

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	2-2	DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	2018
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$428,400.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$154,000
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
BLDG 001	111	$308,400
TOTAL MARKET VALUE **[APPR. VALUE: $462,400]**		$462,400

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	$45,820	$297.83	$4,000	$26.00	$271.83
COUNTY	3	2	$45,820	$618.57	$2,000	$27.00	$591.57
SCHOOL	3	2	$45,820	$375.72	$0	$0.00	$375.72
DIST SCHOOL	3	2	$45,820	$0.00	$0	$0.00	$0.00
CITY	3	2	$45,820	$0.00	$0	$0.00	$0.00
FOREST	3	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	2	$45,820	$233.68	$0	$0.00	$233.68
SPC SCHOOL2	3	2	$45,820	$769.78	$0	$0.00	$769.78

TOTAL FEE & INTEREST: (Detail) $5.00

ASSD. VALUE: $45,820.00 **$2,295.58** **GRAND TOTAL: $2,247.58**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2017014729	2/9/2017
1464-669	07/01/1977

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/20/2025	2025	COTALITY TAX SERVICE 1001	$2,247.58
12/21/2024	2024	CORELOGIC 1002	$2,098.28
12/17/2023	2023	CORELOGIC	$2,033.15
12/7/2022	2022	CORELOGIC	$2,083.25
12/9/2021	2021	CORELOGIC	$1,895.88
12/22/2020	2020	CORELOGIC	$1,717.52
12/10/2019	2019	CORELOGIC	$1,661.41
12/7/2018	2018	CORELOGIC INC	$1,536.16
11/17/2017	2017	CORELOGIC INC	$1,402.00

11/17/2017	2017	CORE LOGIC INC	$1,402.90
12/28/2016	2016	CORELOGIC/CENLAR	$1,289.67
12/29/2015	2015	CORELOGIC	$1,289.67
12/22/2014	2014	CORELOGIC/CENLAR	$1,271.63
11/19/2013	2013	CORELOGIC INC	$1,271.63
11/21/2012	2012	CORELOGIC INC	$1,271.14
20111216	2011	***	$1,426.45
20101210	2010	***	$1,473.55
20091228	2009	***	$1,473.55
20081206	2008	***	$1,503.61
20071120	2007	***	$1,583.26
20061215	2006	***	$1,360.81
20051202	2005	***	$1,344.78
20041018	2004	***	$942.49
20031201	2003	***	$832.76
20021125	2002	***	$723.05
20011121	2001	***	$723.05
20010316	2000	***	$752.79
20000306	1999	***	$748.94
19990326	1998	***	$519.99
19980430	1997	***	$536.95
19961105	1996	***	$484.87

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	2504 Skyland Drive	**Property Address**		
====>	$ 462,400	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$46,240.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$950.23	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$1,329.40	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$2,279.63	**Total County remits to City for split with BOE**	CITY	
$698.22	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$379.17	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$950.23	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$2,406.79	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$3,357.02	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

City of Vestavia Hills, AL

June 3, 2026

Police Department Review

Record No.**ANX-26-5**

Status Completed

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Richard Wilcox

Record No: ANX-26-5

Annexation Application

Status: Active

Submitted On: 4/16/2026

Messages

No comments yet.

City of Vestavia Hills, AL June 3, 2026

Fire Department Review

Record No.**ANX-26-5**

Status Completed

Type Approval

Assignee Christopher Vines

Became Active May 18, 2026

Due Date None

Record No: ANX-26-5

Annexation Application

Status: Active

Submitted On: 4/16/2026

Messages

Christopher Vines May 20, 2026 at 9:35 am

No issues noted with Vestavia Hills Fire Department.

City of Vestavia Hills, AL June 3, 2026

Engineering/Public Works Review

Record No.**ANX-26-5**

Status Completed

Type Approval

Assignee Christopher Brady

Became Active May 18, 2026

Due Date None

Record No: ANX-26-5

Annexation Application

Status: Active

Submitted On: 4/16/2026

Messages

Christopher Brady May 22, 2026 at 10:30 am

No concerns noted. This area is within our maintenance area. A few homes along this roadway remain in the
County, but majority are now in the City.

City of Vestavia Hills, AL

June 3, 2026

Board of Education Review

Record No.**ANX-26-5**

Status Active

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Jaclyn Hudson

Record No: ANX-26-5

Annexation Application

Status: Active

Submitted On: 4/16/2026

Messages

Jaclyn Hudson **Internal**

June 1, 2026 at 5:20 pm

No issues

City of Vestavia Hills, AL

June 3, 2026

Public Services Director Review

Record No.**ANX-26-5**

Status Completed

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Lori Beth Kearley

Record No: ANX-26-5

Annexation Application

Status: Active

Submitted On: 4/16/2026

Messages

No comments yet.

Annexation Reviews, May 2026

ANX 26-5, 2504 Skyland Drive





CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3346 - Annexation – Overnight – 2504 Skyland Drive; Lot 7; Owner, Hannah & Addison Stokes

---

Background:
The applicant has petitioned for annexation into the City of Vestavia Hills. Adoption of this ordinance would annex the property into the City for the purposes of receiving municipal services and begin the 90-day period during which the rezoning process and any remaining annexation requirements may be completed.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Ordinance 3346

ORDINANCE NUMBER 3346

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 Hannah & Addison Stokes, dated April 16, 2026, 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:

2504 Skyland Drive
lot 7
Hannah & Addison Stokes,

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 20th day of July, 2026.

Ashely Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

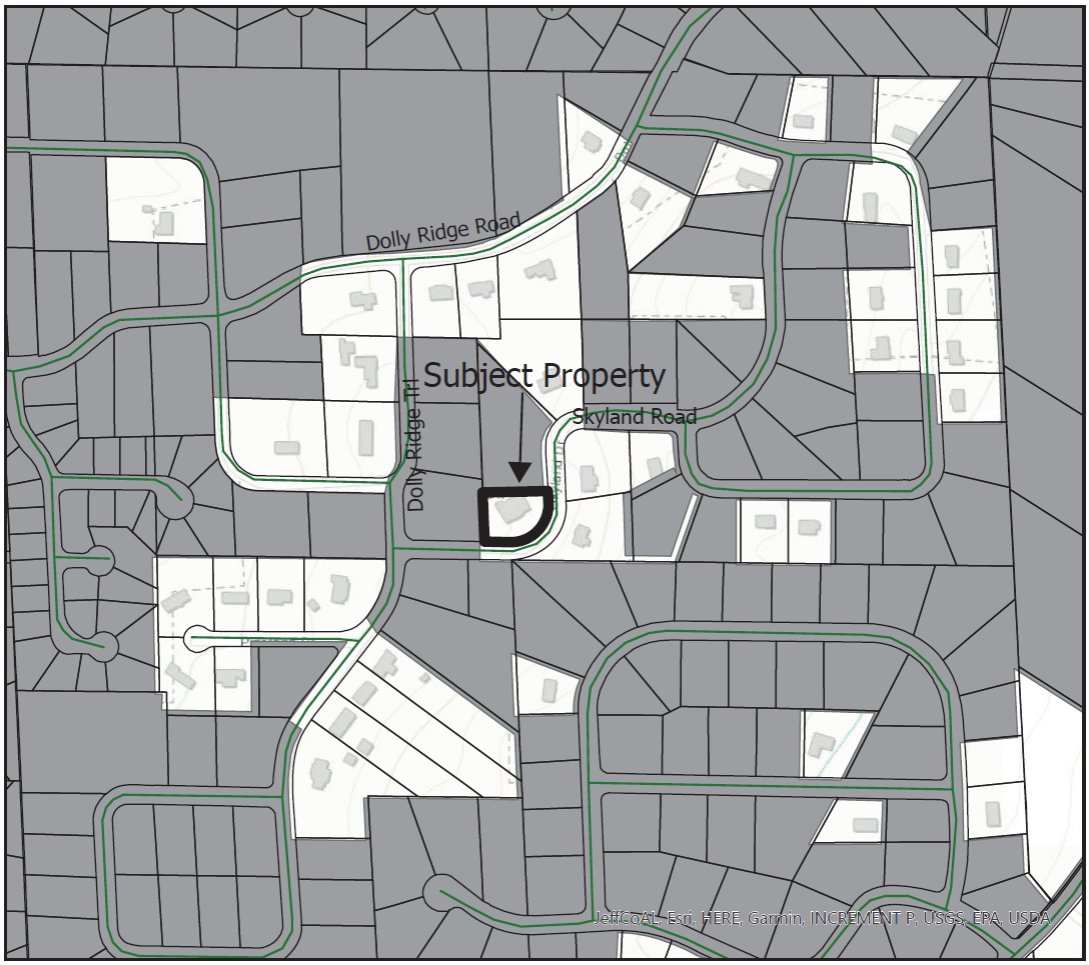
CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3346 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026, 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 _____, 2026.

Umang Patel
City Clerk

2504 Skyland Drive



CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Resolution Number 5648 - Annexation – 90 Day – 1715 Collinwood Court; a part of Lot 3; Owner, Kelly Loyd & TB Office LLC

Background:
The applicant has submitted a petition requesting annexation of a small section of the property into the City of Vestavia Hills. This will allow for the cleanup of lot lines and the responsibility for a retaining wall along the properties. Adoption of this resolution would initiate the annexation process by scheduling the required public hearing and authorizing publication of notice in accordance with Alabama law.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:

1. Resolution 5648
2. ANX-26-7 (1715 Collinwood Court (Council Packet)

RESOLUTION NUMBER 5648

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 30, 2026, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 20th day of July, 2026; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 22nd day of July, 2026.

2. That on the 19th day of October, 2026, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5648 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

1715 Collinwood Court (a portion there of)
Kelly Loyd, Owner(s)

More particularly described as follows:

lA part of Lot 3 according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

COMMENCE at the Northeast corner of Lot C-1 according to the survey of the Amended Map Taylor Burton Addition to Gramercy Parc Resurvey as recorded in Map Book 265 Page 8, in the office of the Judge of Probate of Jefferson County, Alabama, said corner lying on the Northern boundary of said Lot C-1 and the Southern boundary of said Lot 3, and run in a Westerly direction along the Northern boundary of said Lot C-1 and the Southern boundary of said Lot 3 for a distance of 32.93 feet to the POINT OF BEGINNING; thence, continue along said Northern boundary of Lot C-1 and Southern boundary of Lot 3 in a Westerly direction for a distance of 73.19 feet; thence leaving said Northern boundary of Lot C-1 and Southern boundary of Lot 3 turn a deflection angle to the right of 90°00’00” and run in a Northerly direction for a distance of 5.00 feet; thence turn a deflection angle to the right of 59°35’14” and run in a Northeasterly direction for a distance of 25.20 feet; thence turn a deflection angle to the right of 30°24’46” and run in an Easterly direction for a distance of 5.00 feet; thence turn a deflection angle to the right of 20°55’10” and run in a Southeasterly direction for a distance of 49.73 feet to the POINT OF BEGINNING.

Said parcel containing 749 square feet, more or less.

APPROVED and ADOPTED this the 20th day of July, 2026.

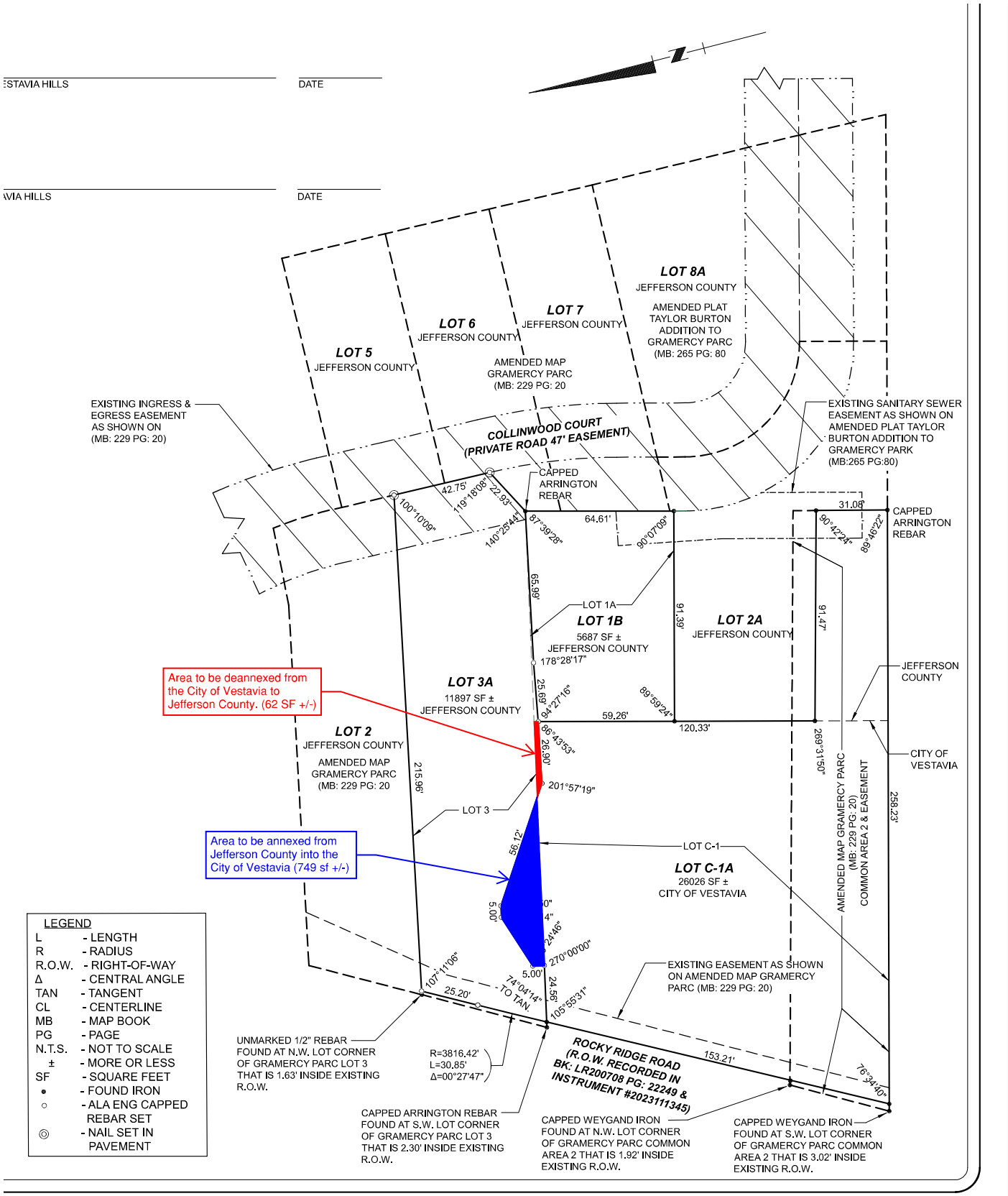
Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

ESTAVIA HILLS DATE

AVIA HILLS DATE



City of Vestavia Hills, AL

June 23, 2026

Record No: ANX-26-7

Annexation Application

Status: Active

Submitted On: 4/30/2026

Primary Location

2551 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Owner

TB Office LLC

Owner Information

Owner's Name*

Kelly Loyd, TB Office LLC

Owner Mailing Address Inc. City, State, Zip*

Kelly Loyd - 1715 Collinwood Court, Birmingham, AL 35243
TB Office LLC - 2551 Rocky Ridge Road, Vestavia Hills, AL 35243

Property Information

Address of Property to be annexed?*

1715 Collinwood Court, Birmingham, AL
35243

Legal Description of Property to be Annexed*

Parcel to be Annexed into Vestavia Hills

A part of Lot 3 according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

COMMENCE at the Northeast corner of Lot C-1 according to the survey of the Amended Map Taylor Burton Addition to Gramercy Parc Resurvey as recorded in Map Book 265 Page 8, in the office of the Judge of Probate of Jefferson County, Alabama, said corner lying on the Northern boundary of said Lot C-1 and the Southern boundary of said Lot 3, and run in a Westerly direction along the Northern boundary of said Lot C-1 and the Southern boundary of said Lot 3 for a distance of 32.93 feet to the POINT OF BEGINNING; thence, continue along said Northern boundary of Lot C-1 and Southern boundary of Lot 3 in a Westerly direction for a distance of 73.19 feet; thence leaving said Northern boundary of Lot C-1 and Southern boundary of Lot 3 turn a deflection angle to the right of 90°00'00" and run in a Northerly direction for a distance of 5.00 feet; thence turn a deflection angle to the right of 59°35'14" and run in a Northeasterly direction for a distance of 25.20 feet; thence turn a deflection angle to the right of 30°24'46" and run in an Easterly direction for a distance of 5.00 feet; thence turn a deflection angle to the right of 20°55'10" and run in a Southeasterly direction for a distance of 49.73 feet to the POINT OF BEGINNING.

Said parcel containing 749 square feet, more or less.

Parcel to be Deannexed from Vestavia Hills

A part of Lot C-1 according to the survey of the Amended Map Taylor Burton Addition to Gramercy Parc Resurvey as recorded in Map Book 265 Page 8, in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

BEGIN at the Northeast corner of Lot C-1 according to the survey of the Amended Map Taylor Burton Addition to Gramercy Parc Resurvey as recorded in Map Book 265 Page 8, in the office of the Judge of Probate of Jefferson County, Alabama, said corner lying

on the Northern boundary of Lot C-1 according to said Amended Map, and run in a Westerly direction along the Northern boundary of Lot C-1 for a distance of 32.93 feet; thence leaving said Northern boundary of Lot C-1 turn a deflection angle to the left of 159°04'50" and run in a Southeasterly direction for a distance of 6.39 feet; thence turn a deflection angle to the left of 21°57'19" and run in an Easterly direction for a distance of 26.90 feet to a point on the Eastern boundary of said Lot C-1, thence turn a deflection angle to the left of 86°43'53" and run in a Northerly direction along said Eastern boundary of Lot C-1 for a distance of 1.80 feet to the POINT OF BEGINNING.

Said parcel containing 62 square feet, more or less.

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

County Zoning Classification

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

Desired Zoning Classification

C1

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

To clean up existing wall encroachment and to make existing wall the property line.

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

–

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information

Annexation Review Committee - Internal Use only

The property in question is contiguous to the City limits

Yes

☑

No

☐

Comments

The land use of the petitioned property is compatible with land use in the area.

Yes **No**

☑ ☐

Comments

The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report (as amended) as an area of interest to the city for annexation

Yes **No**

☐ ☐

Comments

NA

Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of annexation

Yes **No**

☐ ☐

Comments

NA

Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of:

County Tax Value

NA

This value meets the city criteria:

Yes ☐ **No** ☐

Comments

NA

This street has fewer than 100% of the individual properties within the limits of the city

Yes ☐ **No** ☐

Total homes on street

Total properties in the city

Comments

NA

Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner and said payment, if applicable, shall be proven to the city.

Yes ☐ **No** ☐

A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, will be paid to offset the costs associated with the annexation. These contributions will be calculated and remitted prior to effective date of annexation.

Yes ☐ **No** ☐

Comments

NA

Property is free and clear of hazardous waste, debris and materials.

Yes ☐ **No** ☐

Comments

NA

Please detail concerns from any city department or Board of Education

Information on Children

Number in family:

Plan to enroll in Vestavia Hills schools:

Yes **No**

☐ ☐

Comments

Other Final Comments:

Respectfully submitted, Michael Vercher, Council Member

City of Vestavia Hills Owner Affidavit

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

Signature Keeley S Logan Lot 3 Blk _____ Survey _____

Signature _____ Lot _____ Blk _____ Survey _____

Signature _____ Lot _____ Blk _____ Survey _____

Signature _____ Lot _____ Blk _____ Survey _____

Signature _____ Lot _____ Blk _____ Survey _____

THIS FORM MUST BE NOTARIZED.

STATE OF ALABAMA
COUNTY OF Jefferson

Given under my hand and seal this 20 day of May, 2026.

Del Romero
Notary Public

My commission expires 14 day of January, 2027

DEL ALEXANDER ROMERO NOTARY PUBLIC STATE OF ALABAMA

FINAL PLAT OF

TAYLOR BURTON ADDITION TO GRAMERCY PARC RESURVEY

Being a resurvey of lots 1A and C-1 according to the amended plat of Taylor Burton Addition to Gramercy Parc as recorded in Map Book 265 Page 80 and Lot 3 according to the amended plat of Gramercy Parc as recorded in Map Book 229 Page 20 in the Jefferson County Probate Office being situated in the NW 1/4 of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama

SCALE : 1" = 30' GRAPHIC SCALE APRIL 22, 2026

0 30 60 90

OWNER: TAYLOR BURTON COMPANY, INC.
3239 LORNA ROAD
BIRMINGHAM, AL 35216
(205) 822-7936
CONTACT: Del Romero

OWNER: KELLY S. LOGAN
1715 COLLINWOOD COURT
BIRMINGHAM, AL 35243

SURVEYOR: ALABAMA ENGINEERING COMPANY, INC.
1214 ALFORD AVENUE, SUITE 200
HOOVER, ALABAMA 35226
(205) 803-2161
CONTACT: Bob Easley

APPROVED IN FORMAT ONLY:

DIRECTOR OF ENVIRONMENTAL SERVICES ____ DATE

Environmental Services Department approval is limited to the conveyance of the sanitary sewer easement(s) shown and does not represent approval or guarantee of future approval of sanitary sewer plans or improvements.

APPROVED IN FORMAT ONLY:

DIRECTOR OF JEFFERSON COUNTY ROADS AND TRANSPORTATION/ JEFFERSON COUNTY ENGINEER ____ DATE

DIRECTOR OF JEFFERSON COUNTY DEVELOPMENT SERVICES ____ DATE

State of Alabama
_____ County

I, the undersigned, a Notary Public in and for said County and State hereby certify that _____, whose name as Authorized Representative of Noble Bank, is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with full authority, executed the same voluntarily.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public ____ My Commission Expires

State of Alabama
_____ County

I, the undersigned, a Notary Public in and for said County and State hereby certify that _____, whose name as Authorized Representative of Cadence Bank, is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with full authority, executed the same voluntarily.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public ____ My Commission Expires

STATE OF ALABAMA
JEFFERSON COUNTY

THE UNDERSIGNED, ROBERT W. EASLEY, IV, REGISTERED LAND SURVEYOR, STATE OF ALABAMA, AND TAYLOR BURTON COMPANY, INC., OWNER, HEREBY CERTIFY THAT THIS PLAT OR MAP WAS MADE PURSUANT TO A SURVEY MADE BY SAID SURVEYOR AND THAT SAID SURVEY AND THIS PLAT OR MAP WERE MADE AT THE INSTANCE OF SAID OWNER; THAT THIS PLAT OR MAP IS A TRUE AND CORRECT MAP OF LAND SHOWN THEREIN AND KNOWN AS OR TO BE KNOWN AS "TAYLOR BURTON ADDITION TO GRAMERCY PARC RESURVEY"; SHOWING SUBDIVISION INTO WHICH IT IS PROPOSED TO DIVIDE SAID LANDS; GIVING THE LENGTH AND THE ANGLES OF THE BOUNDARIES OF EACH LOT AND ITS NUMBER; SHOWING THE STREETS, ALLEYS, AND PUBLIC GROUNDS; GIVING THE LENGTH,WIDTH, AND NAME OF EACH STREET, AS WELL AS THE NUMBER OF EACH LOT AND BLOCK; ALSO SHOWING THE RELATIONS OF THE LANDS TO THE GOVERNMENT SURVEY; AND THAT IRON PINS HAVE BEEN INSTALLED AT ALL LOT CORNERS AND CURVE POINTS AS SHOWN AND DESIGNATED BY SMALL OPEN CIRCLES ON SAID PLAT OR MAP. SAID OWNER FURTHER CERTIFIES THAT THEY ARE THE OWNER OF SAID PROPERTY AND THAT THE SAME IS SUBJECT TO A MORTGAGE HELD BY NOBLE BANK AND CADENCE BANK.

"I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF."

DO NOT RECORD
FOR CITY AND COUNTY REVIEW ONLY

Robert W. Easley, IV, PLS ____ Date 4/22/2026
Surveyor License No. 38795

ALABAMA LICENSED No. 38795 PROFESSIONAL LAND SURVEYOR ROBERT W. EASLEY, IV

_____ Date _____
BY: _____, Authorized Representative
FOR TAYLOR BURTON COMPANY, INC., Owner Lot 1B & C-1A

_____ Date _____
BY: Kelly S Logan, Owner Lot 3

PLAT ACKNOWLEDGED BY

NOBLE BANK, MORTGAGE FOR LOT C-1

PLAT ACKNOWLEDGED BY

CADENCE BANK, MORTGAGE FOR LOT 1A

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said County and State hereby certify that Robert W. Easley, IV, whose name as surveyor is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and seal this_____ day of _____, 2026.

Notary Public ____ My Commission Expires

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said County and State hereby certify that Kelly S Logan, is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with full authority, executed the same voluntarily.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public ____ My Commission Expires

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said County and State hereby certify that _____, whose name as Authorized Representative of Taylor Burton Company, is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with full authority, executed the same voluntarily.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public ____ My Commission Expires

ROAD NOTES:

1 COLLINWOOD COURT IS A PRIVATE ROAD AND THE PRIVATE ROAD NOTES ON THE AMENDED PLAT OF GRAMERCY PARC RECORDED IN MB 229, PG 20 APPLY TO THIS PRIVATE ROAD

2 THERE ARE NO CHANGES TO THE INGRESS & EGRESS EASEMENT FOR COLLINWOOD COURT CREATED BY THIS PLAT

3 THERE ARE NO NEW EASEMENTS CREATED BY THIS PLAT AND NO CHANGES TO ANY EXISTING EASEMENTS BY THIS PLAT

4 ANY DRIVEWAY CONNECTIONS TO ROCKY RIDGE ROAD REQUIRES APPROVAL FROM THE JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION

SETBACK NOTES:

LOT	JURISDICTION	FRONT SETBACK	SIDE SETBACK	REAR SETBACK
1B	JEFFERSON COUNTY	GREATER OF: 23.5' FROM CL OF COLLINWOOD COURT OR 10' FROM BACK OF GUTTER	5'	25'
3A	JEFFERSON COUNTY		5' (NORTH), 10' (SOUTH)	25'
C-1	VESTAVIA/ JEFFERSON COUNTY	PER ZONING	PER ZONING	PER ZONING

NOTES:

1 SPECIAL FLOOD HAZARD AREA, ZONE X, F.I.R.M. PANEL 01073C0567J, EFFECTIVE DATE: 09/24/2021

2 SURFACE DRAINAGE NOT WITHIN THE ACCEPTED AND MAINTAINED COUNTY RIGHT-OF-WAY WILL NOT BE MAINTAINED BY JEFFERSON COUNTY

3 ALL RECORDING INFORMATION SHOWN IS FROM JEFFERSON COUNTY PROBATE OFFICE

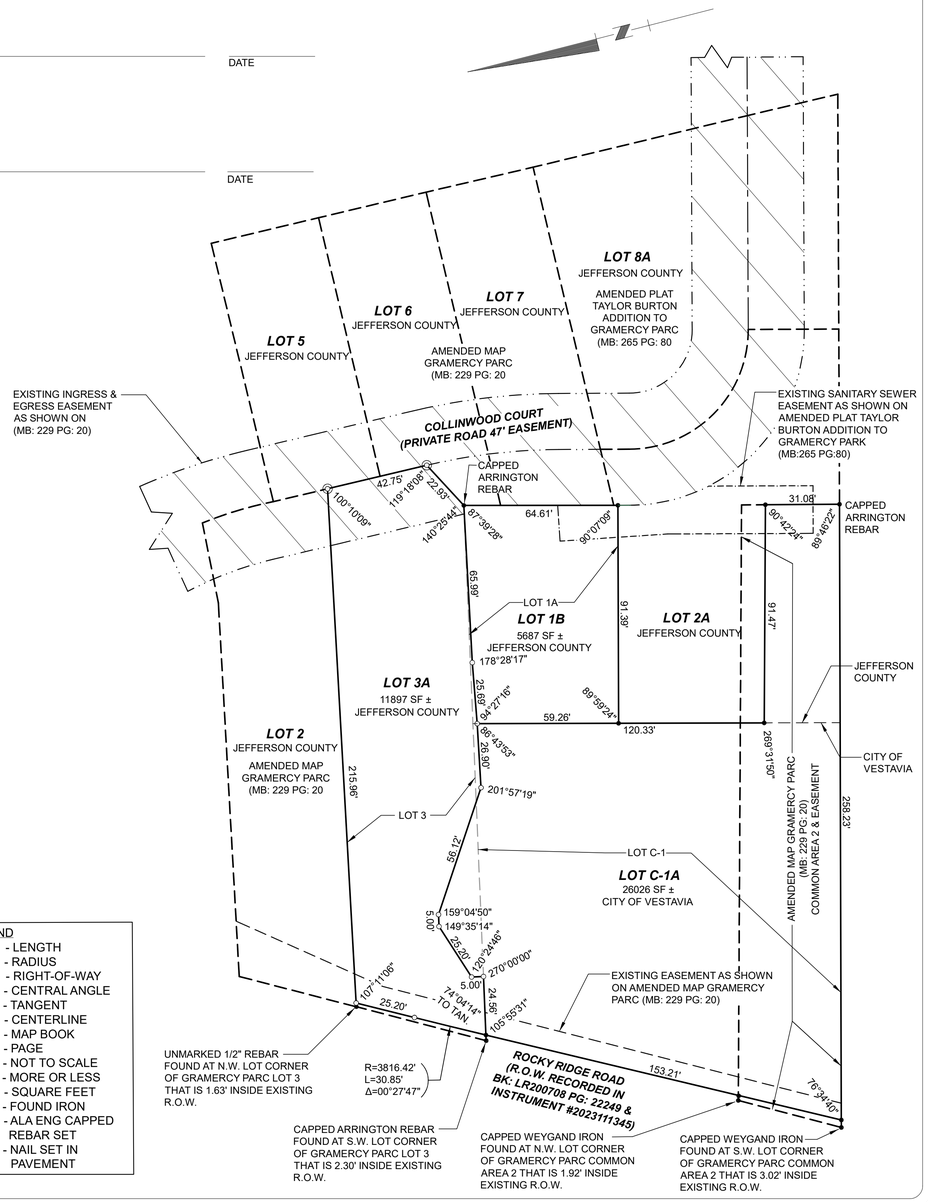
4 UNLESS OTHERWISE SHOWN OR STATED, ALL EASEMENTS SHOWN HEREON ARE FOR STORM SEWERS, SANITARY SEWERS, PUBLIC UTILITIES, OR INGRESS AND EGRESS, AND ARE TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION.

5 EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO ANY FURTHER CONSTRUCTION ON THEIR LOT. SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL HOUSE LOCATION MAY NOT BE SUITABLE TO SUPPORT HOUSE ADDITIONS, SWIMMING POOLS, ETC. BEFORE ANY FUTURE CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A QUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION.EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO ANY FURTHER CONSTRUCTION ON THEIR LOT. SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL HOUSE LOCATION MAY NOT BE SUITABLE TO SUPPORT HOUSE ADDITIONS, SWIMMING POOLS, ETC. BEFORE ANY FUTURE CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A QUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION.

6 ALL IRONS FOUND ARE ALA ENG CAPPED REBAR UNLESS NOTED OTHERWISE.

CITY ENGINEER, VESTAVIA HILLS ____ DATE

CITY CLERK, VESTAVIA HILLS ____ DATE



LEGEND

L	- LENGTH
R	- RADIUS
R.O.W.	- RIGHT-OF-WAY
Δ	- CENTRAL ANGLE
TAN	- TANGENT
CL	- CENTERLINE
MB	- MAP BOOK
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N.T.S.	- NOT TO SCALE
±	- MORE OR LESS
SF	- SQUARE FEET
•	- FOUND IRON
○	- ALA ENG CAPPED REBAR SET
◎	- NAIL SET IN PAVEMENT

FINAL PLAT OF

TAYLOR BURTON ADDITION TO GRAMERCY PARC RESURVEY

Being a resurvey of lots 1A and C-1 according to the amended plat of Taylor Burton Addition to Gramercy Parc as recorded in Map Book 265 Page 80 and Lot 2A according to the Resurvey of Lots 1, 2, & 3 Amended Map Gramercy Parc as recorded in Map Book 241 Page 44 in the Jefferson County Probate Office being situated in the NW 1/4 of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama

SCALE : 1" = 30' GRAPHIC SCALE MAY 28, 2026

0 30 60 90

OWNER: TAYLOR BURTON COMPANY, INC.
3239 LORNA ROAD
BIRMINGHAM, AL 35216
(205) 822-7936
CONTACT: Del Romero

OWNER: KELLY S. LOGAN
1715 COLLINWOOD COURT
BIRMINGHAM, AL 35243

SURVEYOR: ALABAMA ENGINEERING COMPANY, INC.
1214 ALFORD AVENUE, SUITE 200
HOOVER, ALABAMA 35226
(205) 803-2161
CONTACT: Bob Easley

APPROVED IN FORMAT ONLY:

DIRECTOR OF ENVIRONMENTAL SERVICES DATE

Environmental Services Department approval is limited to the conveyance of the sanitary sewer easement(s) shown and does not represent approval or guarantee of future approval of sanitary sewer plans or improvements.

APPROVED IN FORMAT ONLY:

DIRECTOR OF JEFFERSON COUNTY ROADS AND TRANSPORTATION/ JEFFERSON COUNTY ENGINEER DATE

DIRECTOR OF JEFFERSON COUNTY DEVELOPMENT SERVICES DATE

State of Alabama
_____ County

I, the undersigned, a Notary Public in and for said County and State hereby certify that _____, whose name as Authorized Representative of Noble Bank, is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with full authority, executed the same voluntarily.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public My Commission Expires

State of Alabama
_____ County

I, the undersigned, a Notary Public in and for said County and State hereby certify that _____, whose name as Authorized Representative of Cadence Bank, is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with full authority, executed the same voluntarily.

Given under my hand and seal this _____ day of _____, 2026.

Notary Public My Commission Expires

STATE OF ALABAMA
JEFFERSON COUNTY

THE UNDERSIGNED, ROBERT W. EASLEY, IV, REGISTERED LAND SURVEYOR, STATE OF ALABAMA, AND TAYLOR BURTON COMPANY, INC., OWNER, HEREBY CERTIFY THAT THIS PLAT OR MAP WAS MADE PURSUANT TO A SURVEY MADE BY SAID SURVEYOR AND THAT SAID SURVEY AND THIS PLAT OR MAP WERE MADE AT THE INSTANCE OF SAID OWNER; THAT THIS PLAT OR MAP IS A TRUE AND CORRECT MAP OF LAND SHOWN THEREIN AND KNOWN AS OR TO BE KNOWN AS "TAYLOR BURTON ADDITION TO GRAMERCY PARC RESURVEY"; SHOWING SUBDIVISION INTO WHICH IT IS PROPOSED TO DIVIDE SAID LANDS; GIVING THE LENGTH AND THE ANGLES OF THE BOUNDARIES OF EACH LOT AND ITS NUMBER; SHOWING THE STREETS, ALLEYS, AND PUBLIC GROUNDS; GIVING THE LENGTH,WIDTH, AND NAME OF EACH STREET, AS WELL AS THE NUMBER OF EACH LOT AND BLOCK; ALSO SHOWING THE RELATIONS OF THE LANDS TO THE GOVERNMENT SURVEY; AND THAT IRON PINS HAVE BEEN INSTALLED AT ALL LOT CORNERS AND CURVE POINTS AS SHOWN AND DESIGNATED BY SMALL OPEN CIRCLES ON SAID PLAT OR MAP. SAID OWNER FURTHER CERTIFIES THAT THEY ARE THE OWNER OF SAID PROPERTY AND THAT THE SAME IS SUBJECT TO A MORTGAGE HELD BY NOBLE BANK AND CADENCE BANK.

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DO NOT RECORD
FOR CITY AND COUNTY REVIEW ONLY

Robert W. Easley, IV, PLS Date 5/28/2026
Surveyor License No. 38795

ALABAMA LICENSED No. 38795 PROFESSIONAL LAND SURVEYOR ROBERT W. EASLEY, IV

_____ Date _____
BY: _____, Authorized Representative
FOR TAYLOR BURTON COMPANY, INC., Owner Lot 1A & C-1 (MB 265, PG 80)

_____ Date _____
BY: Kelly S Logan, Owner Lot 2A (MB 241, PG 44)

PLAT ACKNOWLEDGED BY

_____
NOBLE BANK, MORTGAGE FOR LOT C-1

PLAT ACKNOWLEDGED BY

_____
CADENCE BANK, MORTGAGE FOR LOT 1A

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said County and State hereby certify that Robert W. Easley, IV, whose name as surveyor is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and seal this_____ day of _____, 2026.

Notary Public My Commission Expires

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said County and State hereby certify that Kelly S Logan, is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with full authority, executed the same voluntarily.

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Notary Public My Commission Expires

State of Alabama
Jefferson County

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C-1	VESTAVIA/ JEFFERSON COUNTY	PER ZONING	PER ZONING	PER ZONING

CITY ENGINEER, VESTAVIA HILLS DATE

CITY CLERK, VESTAVIA HILLS DATE

LEGEND

L	- LENGTH
R	- RADIUS
R.O.W.	- RIGHT-OF-WAY
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◎	- NAIL SET IN PAVEMENT

NOTES:

1 SPECIAL FLOOD HAZARD AREA, ZONE X, F.I.R.M. PANEL 01073C0567J, EFFECTIVE DATE: 09/24/2021

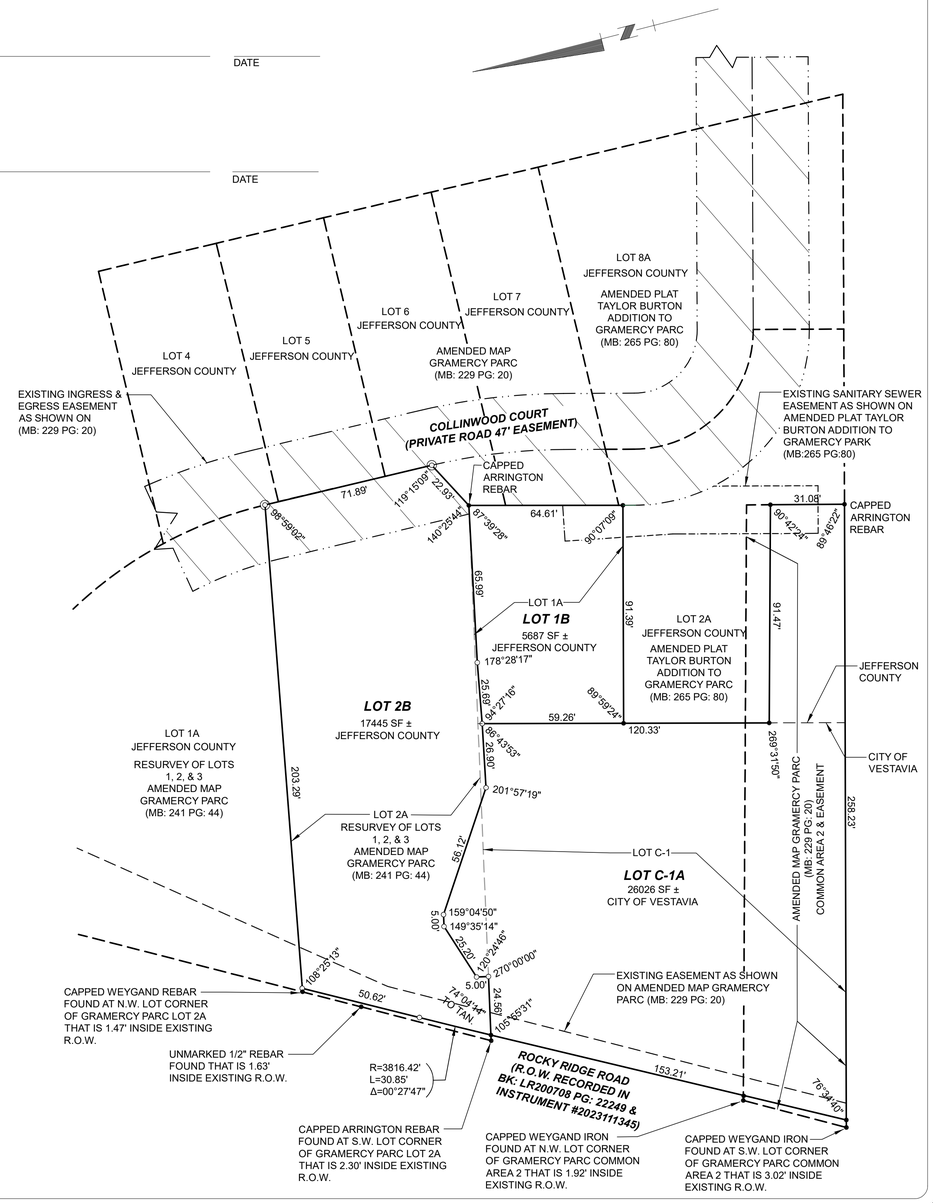
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City of Vestavia Hills, AL June 3, 2026

Engineering/Public Works Review

Record No.**ANX-26-7**

Status Completed

Type Approval

Assignee Christopher Brady

Became Active May 18, 2026

Due Date None

Record No: ANX-26-7

Annexation Application

Status: Active

Submitted On: 4/30/2026

Messages

Christopher Brady May 22, 2026 at 10:19 am

This is a annexation/deannexation request related to new construction of the Taylor Burton office and encroachment of existing neighboring retaining wall (see attach pictures dated 5/21/26). There are no engineering concerns and no public infrastructure impacts.

City of Vestavia Hills, AL

June 3, 2026

Fire Department Review

Record No.**ANX-26-7**

Status Completed

Type Approval

Assignee Christopher Vines

Became Active May 18, 2026

Due Date None

Record No: ANX-26-7

Annexation Application

Status: Active

Submitted On: 4/30/2026

Messages

No comments yet.

City of Vestavia Hills, AL

June 3, 2026

Police Department Review

Record No.**ANX-26-7**

Status Completed

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Richard Wilcox

Record No: ANX-26-7

Annexation Application

Status: Active

Submitted On: 4/30/2026

Messages

No comments yet.

City of Vestavia Hills, AL

June 3, 2026

Board of Education Review

Record No.**ANX-26-7**

Status Active

Became Active May 18, 2026

Type Approval

Due Date None

Assignee Jaclyn Hudson

Record No: ANX-26-7

Annexation Application

Status: Active

Submitted On: 4/30/2026

Messages

No comments yet.

City of Vestavia Hills, AL June 3, 2026

Public Services Director Review

Record No.**ANX-26-7**

Status Completed

Type Approval

Assignee Lori Beth Kearley

Became Active May 18, 2026

Due Date None

Record No: ANX-26-7

Annexation Application

Status: Active

Submitted On: 4/30/2026

Messages

No comments yet.

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3347 - Annexation – Overnight – 1715 Collinwood Court; a part of Lot 3; Owner, Kelly Loyd & TB Office LLC

Background:
The applicant has petitioned for annexation into the City of Vestavia Hills. Adoption of this ordinance would annex the property section into the City for the purpose of receiving municipal services and begin the 90-day period during which the rezoning process and any remaining annexation requirements may be completed.

Recommendation:
NA

Fiscal Impact:
NA

Attachments:
1. Ordinance 3347

ORDINANCE NUMBER 3347

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 Kelly Loyd, dated April 30, 2026, 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:

1715 Collinwood Court (a portion there of)
Kelly Loyd, Owner(s)
lA part of Lot 3 according to the survey of the Amended Map Gramercy Parc as recorded in map book 229, page 20 in the office of the Judge of Probate of Jefferson County, Alabama and being situated in the Northwest 1/4 of Section 32, Township 18 South, Range 2 West of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

COMMENCE at the Northeast corner of Lot C-1 according to the survey of the Amended Map Taylor Burton Addition to Gramercy Parc Resurvey as recorded in Map Book 265 Page 8, in the office of the Judge of Probate of Jefferson County, Alabama, said corner

lying on the Northern boundary of said Lot C-1 and the Southern boundary of said Lot 3, and run in a Westerly direction along the Northern boundary of said Lot C-1 and the Southern boundary of said Lot 3 for a distance of 32.93 feet to the POINT OF BEGINNING; thence, continue along said Northern boundary of Lot C-1 and Southern boundary of Lot 3 in a Westerly direction for a distance of 73.19 feet; thence leaving said Northern boundary of Lot C-1 and Southern boundary of Lot 3 turn a deflection angle to the right of 90°00'00" and run in a Northerly direction for a distance of 5.00 feet; thence turn a deflection angle to the right of 59°35'14" and run in a Northeasterly direction for a distance of 25.20 feet; thence turn a deflection angle to the right of 30°24'46" and run in an Easterly direction for a distance of 5.00 feet; thence turn a deflection angle to the right of 20°55'10" and run in a Southeasterly direction for a distance of 49.73 feet to the POINT OF BEGINNING.

Said parcel containing 749 square feet, more or less.

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 20th day of July, 2026.

Ashely Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

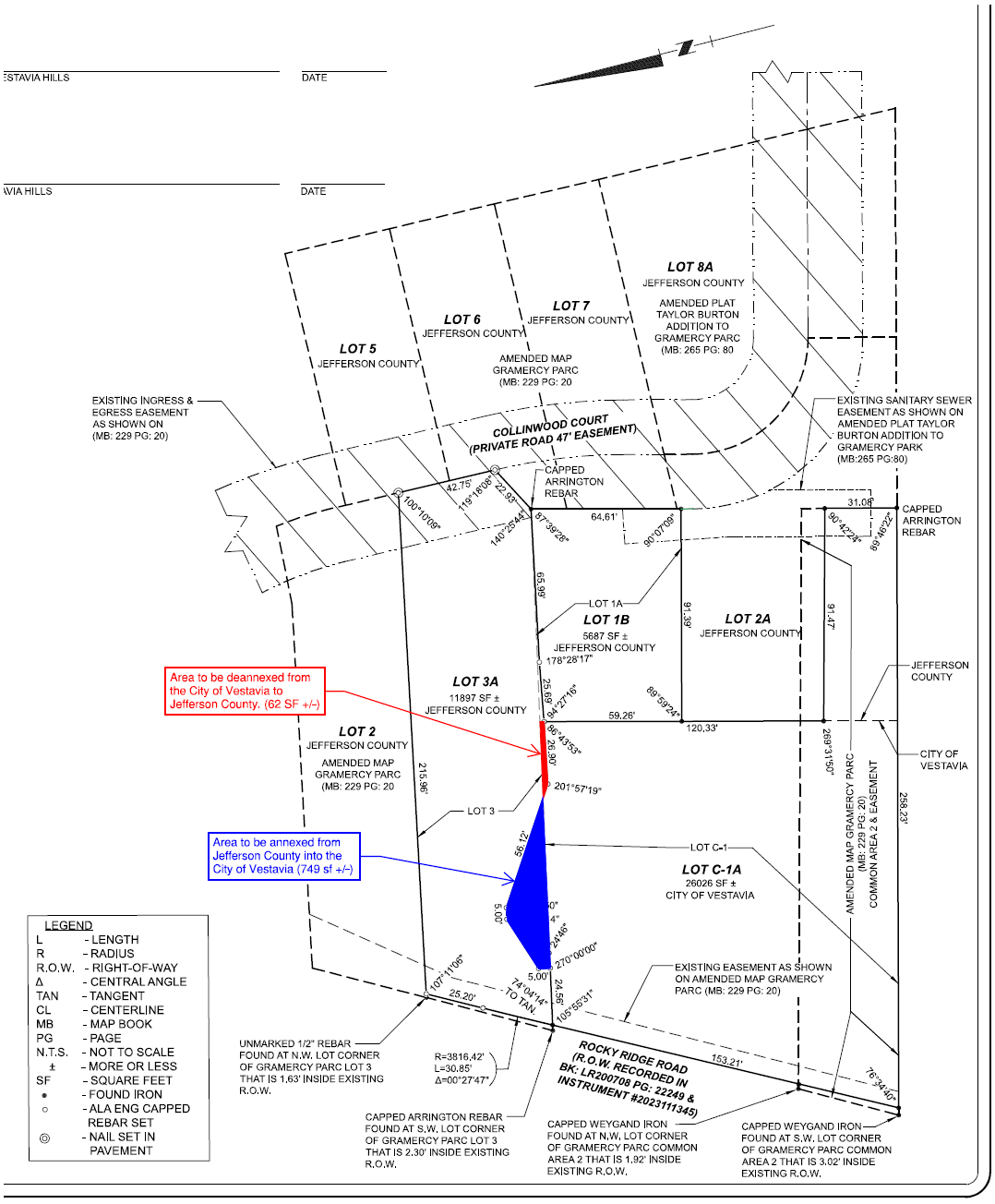
CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3347 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026, 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 _____, 2026.

Umang Patel
City Clerk

1715 Collinwood Court



CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3348 - An Ordinance establishing an electronic signature policy for the City of Vestavia Hills

---

Background:
In 2001, the Alabama Legislature enacted Act No. 2001-458, known as the Uniform Electronic Transactions Act (UETA). The Act became effective on January 1, 2002, and is codified at Title 8-1A-1 et seq., Code of Alabama 1975. The UETA establishes the legal validity of electronic records and electronic signatures in transactions where the parties have agreed to conduct business electronically. While Alabama law recognizes electronic signatures, the City currently lacks a formal policy governing their use. The proposed Electronic Signature Policy establishes standards and procedures for the use, acceptance, retention, and security of electronic signatures and electronic records in City operations.

Recommendation:
City Attorney, Pat Boone, has reviewed and recommends the approval of Ordinance 3348

Fiscal Impact:
NA

Attachments:
1. Ordinance 3348
2. Pat Boone Legal Opinion (Electronic Signatures)

ORDINANCE NUMBER 3348

AN ORDINANCE AUTHORIZING AN ELECTRONIC SIGNATURE POLICY FOR THE CITY OF VESTAVIA HILLS

WHEREAS, pursuant to the Uniform Electronic Transactions Act (UETA), governing bodies of Alabama municipalities may determine by ordinance whether and to what extent their executive, legislative, or judicial agencies, departments, boards, commissions, authorities, institutions, or instrumentalities will send and accept electronic records and electronic signatures, as well as create, generate, communicate, store, process, use, and rely upon them (Code of Alabama §8-1A-18); and

WHEREAS, the City of Vestavia Hills has given due consideration to security and desires to specify: (1) the manner and format in which the electronic records shall be created, generated, sent, communicated, received, and stored and the systems established for those purposes; (2) if electronic records must be signed by electronic means, the type of electronic signature required, the manner and format in which the electronic signature shall be affixed to the electronic record, and the identity of, or criteria that shall be met by, any third party used by a person filing a document to facilitate the process; and (3) control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records;

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

1. **Acceptance of Electronic Signatures**. The City may accept electronic signatures and store electronic records of duly approved contracts, liability waivers, employment hiring documents, properly approved and budgeted purchase orders, and other general City documents pursuant to the terms of this Ordinance and the UETA.

2. **Conditions for Accepting Electronic Signatures on Contracts or Grant Agreements**: The City Manager and Mayor may execute and the City Clerk may attest City contracts and grant agreements via electronic signature if all of the following conditions apply:

a. The terms of the contract or grant agreement allow or require the use of electronic signatures.
b. The City Clerk attests the City Manager's signature via the same method the City Manager uses to sign or by witnessing and attesting a printed copy of the document, which shall be kept in the City Clerk's office in accordance with the timelines specified in the State's Records Disposition Authority.
c. The City Clerk attests the Mayor's signature via the same method the Mayor uses to sign or by witnessing and attesting a printed copy of the document, which shall be kept in the City Clerk's office in accordance with the timelines specified in the State's Records Disposition Authority.
d. The IT Department approves the method of electronic signature and verifies the security of the method of electronic storage.
e. The City Attorney review and approve in writing of any planned electronic signatures and conditions with respect to said signatures prior to City Council approval.

3. **Conditions for Accepting Electronic Signatures on General Documents**: The City will accept electronically signed liability waivers, employment hiring documents, properly approved and budgeted purchase orders, and other general documents ("General Documents") as valid municipal records and/or obligations if all of the following conditions apply.
    a. The City Manager and relevant Department Head approve of the form, storage, and manner of verification of signature.
    b. The IT Department approves a manner of verification of the electronic signatures for the type of document proposed for electronic signature and makes any storage or security provisions necessary for the electronic documents.
    c. The City Clerk's Office verifies that electronic and/or paper copies of said records are stored in accordance with the State's Records Disposition Authority.

4. **<u>Validity of Electronic Signatures & Enforceability of the UETA</u>**: In accordance with the UETA, the City of Vestavia Hills acknowledges the following:
    a. A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
    b. A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
    c. If a law requires a record to be in writing, an electronic record satisfies the law.
    d. If a law requires a signature, an electronic signature satisfies the law.
    e. The City of Vestavia Hills further acknowledges the enforceability of all other provisions of the UETA.
    f. For signatures specified in Sections 1-3 of this Ordinance and pursuant to said conditions, any form of electronic signature including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same effect as the original signature.

DONE, ORDERED, ADOPTED AND APPROVED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3348 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026, 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 _____, 2026.

Umang Patel
City Clerk

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From:

Cc:

RE: Public Hearing - Resolution Number 5650 - A Resolution authorizing a one-time bonus for retirees and beneficiaries of retirees for FY27 pursuant to Act 2026-608

Background:

Recommendation:

Fiscal Impact:

Attachments:
1. Resolution 5650

RESOLUTION NUMBER 5650

A RESOLUTION AUTHRIZING A ONE-TIME BONUS FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES TO BE EXPENSED IN FY27

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, as follows:

1. The City of Vestavia Hills through its governing authority, elects to come under the provisions of Section 2, of Act 608 of the Regular Session of the 2026 Alabama Legislature; and
2. The Retirement Systems of Alabama has informed the City by letter dated May 28, 2026, that the total cost of said bonus is $60,289.00. A copy of said letter is marked as Exhibit A, attached to and incorporated into this Resolution Number 5650 as though written fully therein; and
3. The City of Vestavia Hills agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of the City of Vestavia Hills with the aforementioned lump sum payment being paid in October 2026; and
4. This Resolution Number 5650 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

ARSEA APEAL

ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE
450 SOUTH UNION STREET | MONTGOMERY, AL 36104 | 334.834.9116 | 800.844.7732 | WWW.ARSEA.ORG

May 28, 2026

The Honorable Ashley Curry
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216-2806

Dear Mayor Curry:

The recent passage of ARSEA/APEAL's retiree longevity bonus legislation (Act 2026-608) provides approximately 800 cities, counties, and public boards that participate in the RSA's Employees' Retirement System the opportunity to award one-time longevity bonuses to their retirees. The estimated cost to fund the bonus for the City of Vestavia Hills retiree(s) is $60,289.00.

The formula used to calculate the amount of the bonus is $1.00 per month/$12.00 per year multiplied by the years of creditable service. For example, a retiree with 25 years of service would receive $300 ($12 x 25 years = $300).

By providing the bonus this year, you can have a meaningful financial impact on the lives of your retirees. Living on a fixed income is difficult even in the best of times, but rising prices on needs as simple as groceries, prescription medication and gasoline make the struggle that much harder.

To grant the bonus, you must adopt and submit a resolution to RSA by August 31, 2026. The cost to fund the bonus can be paid in a lump-sum or added to the monthly rate paid to RSA over a one-year period from October 1, 2027 – September 30, 2028. The bonus will be distributed to eligible retirees (retired prior to October 1, 2025) in October 2026.

ARSEA/APEAL stands ready to provide you with any necessary assistance. Please contact us at 334-834-9116 or retire@arsea.org with any questions you or your staff may have.

Take advantage of this opportunity to thank those who devoted years of loyal service to your community.

Sincerely,

Lindsey Ward

Lindsey Ward
Executive Director

Enclosure

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director

RE: Public Hearing - Resolution Number 5651 - A Resolution accepting a bid for Sicard Hollow Athletic Complex Infrastructure structural fill stockpile and tree clearing, and authorizing the Mayor and City Manager to execute any and all documents related to said bid

---

Background:
The SHAC infrastructure structural fill, stockpile and tree removal is an initial phase for the SHAC infrastructure project. It was determined during the construction document preparation and geotechnical evaluation that additional fill material would be needed to complete the planned infrastructure project. This project phase includes the import of structural fill, tree clearing and the associated erosion control measures.

Recommendation:

After review of the submitted bids, engineering recommends awarding the construction contract to TE Stevens Company, Inc.

Fiscal Impact:

The low bid amount for the project totals $643,006 based upon expected unit costs and anticipated quantities. The funding for this project will be provided through the City Capital Projects Fund 20. The project costs align with the current infrastructure budget within the Plan for Growth.

Attachments:

1. Resolution 5651
2. 25804 VH SHAC Infastructure - A132-2019 - TE Stephens
3. First Amendment to Construction Contract

RESOLUTION NUMBER 5651

A RESOLUTION ACCEPTING A BID FOR SICARD HOLLOW ATHLETIC COMPLEX INFRASTRUCTURE STRUCTURAL FILL STOCKPILE AND TREE CLEARING AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY DOCUMENTS RELATED TO SAID BID

WHEREAS, Invitation to Bids were invited and publicly read on June 25, 2026 at 2:00 PM for Sicard Hollow Athletic Complex infrastructure structural fill stockpile and tree clearing; and

WHEREAS, a copy of the official bid is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5651 as if written fully therein; and

WHEREAS, recommendation was made in a memorandum from the Public Works Director to recommend acceptance of the bid package submitted by T.E Stevens Company, Inc., at a cost of $643,006.00, a copy of said memorandum is also attached to and incorporated into this Resolution Number 5651 as if written fully therein; and

WHEREAS, the Mayor and the City Council feel it is in the best interest of the public to accept said bid as recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:

1. The bid submitted by T.E Stevens Company, Inc. is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to take all actions necessary in order to secure said bid; and
3. The costs shall be expensed to the FY 26 City Capital Projects (Fund 20); and
4. This Resolution number 5651 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

SECTION 00 2118
BID PROPOSAL FORM

BASE BID

THE CITY OF VESTAVIA HILLS
1032 Montgomery Highway
Vestavia Hills, AL 35216

BID PROPOSAL FOR:
SICARD HOLLOW ATHLETIC COMPLEX INFRASTRUCTURE
STRUCTURAL FILL STOCKPILE AND TREE CLEARING
THE CITY OF VESTAVIA HILLS

The Undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as Principals is or are as herein named and that no other person than herein named has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work, and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and that he has examined the Drawings and Specifications, including all Addenda, for the work and the other Contract Documents relative thereto, and that he has satisfied himself relative to the work to be performed.

The Bidder certifies by submitting this bid that they are in full compliance with State of Alabama Act No. 2006-557, that they are not barred from bidding or entering into a contract pursuant to Section 41-4-116, Code of Alabama 1975, and that they acknowledge that the Awarding Authority may declare the bid and/or contract void if the certification is false.

In compliance with your Advertisement for Bids dated and subject to all the conditions thereof, the undersigned T.E. STEVENS COMPANY, INC.

Alabama General Contractor's License # 16607 Classification BC / HS / MU,

A corporation organized and existing under the Laws of the State of ALABAMA

Having its principal offices in the City of IRONDALE

Is: ☑ a Corporation, ☐ a Partnership, ☐ an Individual trading as _____

Hereby proposed to furnish all labor and materials and perform all work required for the

construction of SICARD HOLLOW ATHLETIC COMPLEX INFRASTRUCTURE
STRUCTURAL FILL STOCKPILE AND TREE CLEARING
in accordance with Drawings and Specifications.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 1.

TOTAL BASE BID: For **ALL BASE BID WORK** construction complete as shown and specified, the sum of

Six Hundred Twenty Three Thousand and Six Dollars

($ 643,006.00).

ESTIMATED SALES TAX: For all in-place construction complete as shown and specified, the estimated sum of sales tax One Thousand Five Hundred and Ninety Eight Dollars and Fifty Eight Cents Dollars

($ 1,598.58).

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate box and provide the applicable information.)
Bid Bond, executed by The Cincinnati Insurance Company as Surety,

a cashier's check on the _____ Bank of _____,

for the sum of Ten Thousand Dollars and Zero Cents Dollars

($ 10,000.00) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:
State License for General Contracting: 16607 (License Number) Unlimited (Bid Limit) BC / HS / MU (Type(s) of Work)

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any

other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at

a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder T.E. STEVENS COMPANY, INC.

Mailing Address 2511 RUFFNER ROAD, IRONDALE, AL 35210

* By (Legal Signature) _____

* Name (type or print) TOM. E STEVENS (Seal)

* Title PRESIDENT

Telephone Number 205-252-1600

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

END OF BID FORM

SECTION 00 2118.1

BID FORM – ATTACHMENT A: UNIT PRICES AND LUMP SUM ITEMS

Submit unit prices and lump-sum amounts for the following items of work. Include all items as part of Base Bid.

The Unit Prices listed below shall determine the value of extra work or changes in the work as applicable. They shall be considered complete and shall include all material, equipment, labor, installation costs, overhead and profit. Unit Prices shall be used uniformly for additions or deductions. The final amount paid for the work done will be the sum of the actual quantities of installed work, as approved in writing by the Owner, at the Unit Prices bid.

Item	Unit	Quantity	Unit Price	Item Total
1. Equipment Mobilization and Temporary Gravel Construction Entrance / Exit Pad	LS	1 LS	$77,000.00	$77,000.00
2. Erosion and Sediment Control	LS	1 LS	$101,995.00	$101,995.00
3. Limits of Soil Stockpile (Clear, Grubbing, & Stripping)	LS	1 LS	$6,576.00	$6,576.00
4. Structural Select Fill Stockpile (Compacted in Place)	CY	30,000 CY	$11.00	$330,000.00
5. Tree Clearing	AC	7 AC	$3,000.00	$21,000.00
6. Straw Mulch and Final Seeding	LS	1 LS	$35,000.00	$35,000.00
7. Private Property Restoration	LS	1 LS	$7,250.00	$7,250.00
8. Plastic Sheeting	LS	1 LS	$62,825.00	$62,825.00
9. Temporary Stone Access Road (8910 or ALDOT 825 B)	Ton	20 Ton	$70.00	$1,400.00
Total:				$643,006.00

END OF ATTACHMENT A.

SECTION 00 2118.2

BID FORM – ATTACHMENT B: ACCOUNTING OF SALES TAX

Accounting of Sales Tax

To: CITY OF VESTAVIA HILLS Date: JUNE 25, 2026
(Awarding Authority)

NAME OF PROJECT: SICARD HOLLOW ATHLETIC COMPLEX INFRASTRUCTURE STRUCTURAL FILL STOCKPILE AND TREE CLEARING

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax **NOT** included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 1,598.58
TOTAL BASE BID:	$ 643,003.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder T.E. STEVENS COMPANY, INC.

Mailing Address 2511 RUFFNER ROAD, IRONDALE, AL 35210

*** By (Legal Signature)**

* Name (type or print) TOM. E. STEVENS

* Title PRESIDENT

Telephone Number 205-252-1600

(Seal)

END

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the Twenty-first day of July in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

and the Contractor:
(Name, legal status, address, and other information)

T. E. Stevens Construction
2511 Ruffner Road
Birmingham, AL 35210

for the following Project:
(Name, location, and detailed description)

Sicard Hollow Athletic Complex Infrastructure Structural Fill Stockpile & Tree Clearing
4851 Sicard Hollow Road
Vestavia Hills, AL 35242

The Construction Manager:
(Name, legal status, address, and other information)

Doster Construction Company, Inc
2100 International Park Drive
Birmingham, AL 35243

The Architect:
(Name, legal status, address, and other information)

Caprine Engineering, LLC
3 Office Park Circle #226
Birmingham, AL 35223

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS
EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Forty-five day contract duration commencing on the notice to proceed date.

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than forty-five (45) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, ~~in accordance with Section 4.2 below based on actual quantities~~

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be N/A ~~($),~~ subject to additions and deductions as provided in the Contract Documents, the aggregate total of the actual quantities of Work completed multiplied by the Unit Prices set forth in Section 4.2.4.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

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Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

See Exhibit _TBD__, Unit Price Schedule, attached hereto and incorporated by reference herein. Where the total number of units is unknown, the final Contract Sum will be adjusted by Change Order based on actual units as verified by the [Engineer/Construction Manager].

Item	Units and Limitations	Price per Unit ($0.00)
1. Equipment Mobilization & Temporary Gravel Construction Entrance / Exit Pad	1 LS	$77,000.00
2. Erosion & Sediment Control	1 LS	$101,955.00
3. Limits of Soil Stockpile (Clear, Grubbing, & Stripping)	1 LS	$6,576.00
4. Structural Select Fill Stockpile (Compacted in Place)	30,000 CY	$11.00
5. Tree Clearing	7 AC	$3,000.00
6. Straw Mulch & Final Seeding	1 LS	$35,000.00
7. Private Property Restoration	1 LS	$7,250.00
8. Plastic Covering for Stockpile	1 LS	$62,825.00
9. Temporary Stone Access Road (8910 or ALDOT 825 B)	20 Ton	$70.00

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

N/A

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

N/A

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed N/A percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this

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User Notes: (6a456318da457b40713a7ed3)

Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

N/A

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

N/A

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed N/A percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed N/A ($), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

N/A

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§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

$750.00 per calendar day after contract duration has expired.

§ 4.6 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other

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supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the

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Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is

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substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Forty-five (45) Days

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

N/A %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[X] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[ ] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

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§ 7.2.1.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mr. Jeff Downes
Vestavia Hills City Manager
1032 Montgomery Highway
Vestavia Hills, AL 35216
jdownes@vhal.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

TBD

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum

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Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 Building Information Modeling Exhibit, if completed:

N/A

.5 Drawings

Number	Title	Date
C0.0	Title Sheet	6.10.2026
C0.1	Existing Conditions	6.10.2026
C1.0	Initial Erosion & Sedimentation Control, Site Clearing, & Stockpiling Plan	6.10.2026
C2.0	Final Erosion & Sedimentation Control Plan	6.10.2026
C3.0	Erosion & Sedimentation Control Notes & Details	6.10.2026
C3.1	Erosion & Sedimentation Control Details	6.10.2026

.6 Specifications

Section	Title	Date	Pages
311000	Site Clearing	6.10.2026	1-2
312000	Earth Moving	6.10.2026	1-11

.7 Addenda, if any:

Number	Date	Pages
001	6.22.2026	1-130

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

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[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Unit Price Bid Schedule

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Ashley C. Curry, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

OWNER *(Signature)*

BY: Jeffrey D. Downes, City Manager

(Printed name and title)

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Additions and Deletions Report for
AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:29:35 CDT on 07/01/2026.

Changes to original AIA text

PAGE 2

[~~]~~X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[~~]~~X] Not later than ~~(~~ forty-five (45) calendar days from the date of commencement of the Work.

[~~]~~X] Stipulated Sum, ~~in accordance with Section 4.2 below~~ based on actual quantities

§ 4.2.1 The Contract Sum shall be N/A ~~($),~~ subject to additions and deductions as provided in the Contract Documents, the aggregate total of the actual quantities of Work completed multiplied by the Unit Prices set forth in Section 4.2.4.

PAGE 4

See Exhibit TBD , Unit Price Schedule, attached hereto and incorporated by reference herein. Where the total number of units is unknown, the final Contract Sum will be adjusted by Change Order based on actual units as verified by the [Engineer/Construction Manager].

Item		Units and Limitations	Price per Unit ($0.00)
1.	Equipment Mobilization & Temporary Gravel Construction Entrance / Exit Pad	1 LS	$77,000.00
2.	Erosion & Sediment Control	1 LS	$101,955.00
3.	Limits of Soil Stockpile (Clear, Grubbing, & Stripping)	1 LS	$6,576.00
4.	Structural Select Fill Stockpile (Compacted in Place)	30,000 CY	$11.00
5.	Tree Clearing	7 AC	$3,000.00
6.	Straw Mulch & Final Seeding	1 LS	$35,000.00
7.	Private Property Restoration	1 LS	$7,250.00
8.	Plastic Covering for Stockpile	1 LS	$62,825.00
9.	Temporary Stone Access Road (8910 or ALDOT 825 B)	20 Ton	$70.00

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed N/A percent (%) of the standard rental rate paid at the place of the Project.

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PAGE 5

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed N/A percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed N/A ($), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

PAGE 10

[~~]~~X] Arbitration pursuant to Article 15 of AIA Document A232–2019.

PAGE 13

Number	Title	Date
C0.0	Title Sheet	6.10.2026
C0.1	Existing Conditions	6.10.2026
C1.0	Initial Erosion & Sedimentation Control, Site Clearing, & Stockpiling Plan	6.10.2026
C2.0	Final Erosion & Sedimentation Control Plan	6.10.2026
C3.0	Erosion & Sedimentation Control Notes & Details	6.10.2026
C3.1	Erosion & Sedimentation Control Details	6.10.2026

Section	Title	Date	Pages
311000	Site Clearing	6.10.2026	1-2
312000	Earth Moving	6.10.2026	1-11

Number	Date	Pages
001	6.22.2026	1-130

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-first day of July in the year Two Thousand Twenty-Six

City of Vestavia Hills

1032 Montgomery Highway

Vestavia Hills, AL 35216

T. E. Stevens Construction

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2511 Ruffner Road

Birmingham, AL 35210

Sicard Hollow Athletic Complex Infrastructure Structural Fill Stockpile & Tree Clearing

4851 Sicard Hollow Road

Vestavia Hills, AL 35242

Doster Construction Company, Inc

2100 International Park Drive

Birmingham, AL 35243

Caprine Engineering, LLC

3 Office Park Circle #226

Birmingham, AL 35223

PAGE 2

[~~]~~X] A date set forth in a notice to proceed issued by the Owner.

Forty-five day contract duration commencing on the notice to proceed date.

PAGE 3

[~~]~~X] Not later than ~~(~~ forty-five (45) calendar days from the date of commencement of the Work.

[~~]~~X] Stipulated Sum, ~~in accordance with Section 4.2 below~~ based on actual quantities

PAGE 4

N/A

N/A

N/A

PAGE 5

N/A

N/A

N/A

N/A

PAGE 6

$750.00 per calendar day after contract duration has expired.

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N/A

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.

PAGE 9

10%

N/A

N/A

N/A

PAGE 10

Forty-five (45) Days

N/A

N/A %

[X] Arbitration pursuant to Article 15 of AIA Document A232–2019.

PAGE 11

N/A

PAGE 12

Mr. Jeff Downes

Vestavia Hills City Manager

1032 Montgomery Highway

Vestavia Hills, AL 35216

jdownes@vhal.org

TBD

N/A

N/A

PAGE 13

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N/A

PAGE 14

Unit Price Bid Schedule

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:29:35 CDT on 07/01/2026 under Order No. 20250116781 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ - 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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STATE OF ALABAMA

JEFFERSON COUNTY

FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND
GENERAL CONDITIONS BY AND BETWEEN OWNER AND CONTRACTOR

WITNESSETH THIS FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND GENERAL CONDITIONS, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and _____, as "Contractor", made and entered into on this the _____ day of _____, 2026.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and _____, as "Contractor," have executed and delivered a Construction Contract (being "AIA Document A101-2017") and General Conditions (being "AIA Document A201-2017") on this date; and

WHEREAS, the Owner and Contractor wish to amend the Construction Contract and General Conditions by the execution and deliveryof this First Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Contractor hereby mutually and expressly amend the Construction Contract and General Conditions as set forth below.

Notwithstanding anything contained in the Construction Contract and General Conditions to the contrary, the Owner and Contractor agree to modify, add and/or delete the following terms, provisions, limitations and conditions to said Construction Contract and General Conditions:

A. **PUBLIC WORKS PROJECT**: The following language is hereby added to Article 2 on page 1 of the contract:

> "The Owner and Contractor agree that the work described in Article 2 on page 1 of the contract is a public works project as defined by Title 39-2-1(6), *Code of Alabama, 1975,* and that the Public Works law of Alabama set forth in Title 39-1-1, et seq., *Code of Alabama, 1975,* applies to this contract."

B. **PERFORMANCE BOND AND PAYMENT BOND**: The following language is hereby added to Section 11.1.2 on page 30 of the General Conditions:

> "**1**. Before commencing the work, Contractor shall execute and deliver a Performance Bond using AIA Document A312-2010, with penalty equal to one hundred percent (100%) of the amount of the contract price ($_____).

2. Before commencing the work, Contractor shall execute and deliver a Payment Bond using AIA Document A312-2010 payable to the City of Vestavia Hills, Alabama executed in the amount of the contract price of ($_____) with the obligation that the Contractor shall promptly make all payments to persons supplying labor, materials or supplies for or in the prosecution of the work provided in the contract and for the payment for reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.

3. The Performance Bond and the Payment Bond referred to in sections 1 and 2 above shall be executed and delivered all in accordance with the requirements of the Alabama Public Works Law set forth at Title 39-1-1(a), *Code of Alabama, 1975."*

C. REQUIREMENT FOR ARCHITECT: The following language is hereby added to Section 2.3.2 on page 11 of the General Conditions,

"The Architect shall be selected by the Owner all in accordance with Title 34-2-30 and Title 34-2-32(c), *Code of Alabama, 1975."*

D. REQUIREMENT FOR ENGINEERS: The following language is hereby added as Section 2.3.7 on page 12 of the General Conditions,

"Any and all engineers selected by the Contractor, any subcontractor or the Owner shall be selected all in accordance with the requirements of Title 34-11-10, *Code of Alabama, 1975.*"

E. REQUIREMENT OF LICENSED GENERAL CONTRACTOR: The following language is hereby added to Section 3.1.1 on page 12 of the General Conditions as follows,

"The Contractor represents and warrants that it is properly licensed by the State of Alabama as required by Title 34-8-1(a), *Code of Alabama, 1975.*

F. LIMITS OF INSURANCE COVERAGES: The following language is hereby added to Section 11.1.1 on page 30 of the General Conditions:

"**LIMITS OF INSURANCE COVERAGES**: The insurance policy limits for the insurance coverages referred to in Article 11 of the General Conditions shall be as follows:

11.1.1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE:

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

2. Employer's Liability Insurance limits shall be at least:
(a) Bodily Injury by Accident--$1,000,000 each accident
(b) Bodily Injury by Disease--$1,000,000 each employee

11.1.1. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance ("CGL"), written on an ISO Occurrence Form (current edition of ISO CG 00 01 as of the date of Advertisement of Bids)or equivalent, shall include but need not be limited to coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	**Limit**
(a) General Aggregate	$2,000,000 per Project
(b) Products, Completed Operations Aggregate	$2,000,000 per Project
(c) Personal and Advertising Injury	$1,000,000 per Occurrence
(d) Each Occurrence	$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the City of Vestavia Hills, Alabama, as Owner, and its public officials and employees, and its agents, consultants and employees as additional insureds (the "Indemnitees"), and state that this coverage shall be primary insurance for the additional insureds. Evidence that Contractor's insurance is primary with respect to any coverages available to the Indemnitees shall be provided in the form of an endorsement to the Contractor's CGL policy. Evidence that the Indemnitees have been named as additional insureds shall be provided by endorsements equivalent to ISO CG 2010 or CG 2033 and CG 2037.

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

11.1.1. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

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

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, its public officials and employees, and its agents, consultants and employees as additional insureds.

11.1.1. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Umbrella Liability Insurance shall provide coverage limits excess of the Commercial General Liability, Commercial Business Automobile Liability and the Employers' Liability coverage limits, on a follow-form basis, to satisfy the minimum limits set forth herein.

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

(a) $5,000,000 per Occurrence
(b) $5,000,000 Aggregate.

11.1.1. BUILDER'S RISK INSURANCE: The Builder's Risk Policy shall be provided by the Contractor.

11.1.1. SUBCONTRACTOR'S INSURANCE:

1. Worker's Compensation and Employer's Liability Insurance: The Contractor shall require each Subcontractor to obtain and maintain statutory Workers' Compensation Insurance and adequate Employer's Liability Insurance covering all employees working on the jobsite.

2. Liability Insurance: The Contractor shall require each Subcontractor to obtain and maintain adequate Commercial General Liability and Automobile Liability Insurance coverages equal to those of the Prime Contractor. Such coverages shall be in effect at all times that the Subcontractor is performing Work under the Contract.

3. Enforcement Responsibility: The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor, shall, upon request, provide the Owner acceptable evidence of insurance for any Subcontractor.

11.1.1. TERMINATION OF OBLIGATION TO INSURE: Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

1. Products and Completed Operations, The obligation to carry Products and Completed Operations coverage specified under subparagraph B(2) shall remain in effect for at least the time period established by applicable state law for bringing actions based on defective construction or design claims.

2. All Other Insurance. The obligation to carry their insurance coverages specified above shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

11.1 The Contractor shall, at the Contractor's own expense, provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit until such materials are permanently attached to the Work.

The insurance required herein is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment."

G. **ADDITIONAL INSUREDS**: Section 11.1.5 is hereby added on page 31 of the General Conditions, which shall read in words and figures as follows:

> "**SECTION 11.1.5 ADDITIONAL INSUREDS**: The Contractor shall cause all of the insurance policy coverages described in Article 11 of the General Conditions of the Construction Contract and hereinabove (except for the Worker's Compensation coverages) to include:
>
> **1**. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and
>
> **2**. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations and/or performance of the work; and
>
> **3**. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds.
>
> **4**. Contain no exclusions of the additional insureds relative to job accidents; and
>
> **5**. The policies must be on an 'occurrence' basis."

H. **SALES TAXES**: Section 3.6 on page 14 of the General Conditions is hereby amended to read as follows:

> "The Contractor and the Owner shall avoid the payment of sales, use and similar taxes by using the process outlined in Act Number 2013-205 now codified at Title 40-9-14.1, *Code of Alabama, 1975."*

I. **MATERIALMEN'S LIENS:** Section 2.1.2 on page 11 of the General Conditions is hereby amended to read in words and figures as follows:

> "Anything contained in the Contract and/or General Conditions to the contrary notwithstanding, including specifically but not limited to, Sections 2.12, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 10.4 and 15.2.8, the Contractor and Owner specifically agree that claims for unpaid labor, materials or supplies for this public works project shall be resolved by the requirements and process set forth in Title 39-1-1(b), *Code of Alabama, 1975."*

J. **INDEPENDENT CONTRACTOR:** Section 3.3.4 is hereby added to page 13 of the General Conditions and shall read as follows:

> "The Contractor is an independent contractor for the purposes of this contract. Nothing contained in the contract shall be construed to mean that the Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama."

K. **CHANGE ORDERS:** The following language is hereby added to the General Conditions on page 22 as Section 7.2.2:

> "Anything contained herein to the contrary notwithstanding, the guidelines, which provide criteria for approving change orders to an existing public works contract are set forth in an opinion issued to the Alabama State Building Commission on June 15, 1979 by the State of Alabama Attorney General. Contractor and Owner agree that said opinion sets forth the guidelines for determining whether or not a proposed change order is legally justified. The Owner, its Architect and legal advisor shall sign any and all change order justifications."

L. **COMPLIANCE WITH ALL LAWS:** The following section 3.7.4 is hereby added to the General Conditions on page 14 thereof:

> **"GENERAL COMPLIANCE WITH ALL LAWS:** Contractor shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract Between City and Contractor, including specifically, but not limited to Ordinance Numbers 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018."

M. **MUNICIPALITIES CANNOT INDEMNIFY AND HOLD HARMLESS THIRD PARTIES:** Sections 10.3.3 and 10.3.6 on page 30 of the General Conditions are hereby deleted in their entireties.

N. **IMMIGRATION**: The following section 16.1 is hereby added to the General Conditions on page 39 thereof:

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

O. **BOYCOTT LIMITATIONS**: The following section 16.2 is hereby added to the General Conditions on page 39 thereof:

> "**COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than $15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

P. **RETAINAGE:** The following language is added to Section 5.1.7.1 of the Construction Contract:

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

Q. **MISCELLANEOUS**: Article 18 entitled "Miscellaneous" is hereby added to the General Conditions:

"**ARTICLE 18. MISCELLANEOUS**:

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

(b) **Waiver of Modification**: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

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

(d) **Governing Law**: This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

(e) **Article and Section Headings**: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(f) **Construction of Terms:** Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

(f) **Execution in Counterparts**: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) **Binding Effect**: The contract shall inure to the benefit of, and shall be binding upon Owner and Contractor and their heirs, successors and assigns.

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

(i) **Entire Agreement**: This written contract contains the entire agreement between the Owner and the Contractor.

R. **CONTRACT DOCUMENTS:** The following language is hereby added to Article 1 on page 2 of the Contract:

> "The contract documents described above shall also include the following:
>
> 1. AIA Document A312-2010 Performance Bond.
>
> 2. AIA Document A312-2010 Payment Bond.
>
> 3. This First Addendum to the Contract and General Conditions."

S. **RATIFY CONTRACT AND GENERAL CONDITIONS:** Article 17 is hereby added to the General Conditions to read in words and figures as follows:

> "The Owner and Contractor hereby ratify and reconfirm the terms, provisions, limitations and conditions of the contract documents that were not modified or otherwise amended by this First Addendum to Construction Contract."

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

_____

By _____
Its _____

ATTESTED

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2026.

_____
Notary Public

My Commission Expires:
_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2026.

_____
Notary Public

My Commission Expires:
_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2026.

_____
Notary Public

My Commission Expires:
_____
SEAL

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Keith Blanton, Director of Building Safety

Cc:

RE: Public Hearing - Resolution Number 5652 - A Resolution authorizing the City Manager to execute any and all documents and expend funds not to exceed $55,000 for the demolition of the building or structure located at 2750 Smyer Road

---

Background:
On January 21, 2026, the City Council adopted Resolution No. 5609 ordering the demolition of the building or structure located at 2750 Smyer Road. In preparation for the demolition, the Director of Building Safety has solicited proposals for the various services necessary to secure, prepare, and demolish the structure. Because the work will be completed through multiple vendors and service providers, I am requesting authorization to execute the necessary documents and expend funds associated with the demolition effort.

Recommendation:
I have reviewed and request the passage of Resolution 5652

Fiscal Impact:
Expense not to exceed $55,000 accoutned for in the General Fund

Attachments:

1. Resolution 5652

RESOLUTION NUMBER 5652

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $55,000 FOR THE SECURING, PREPARATION AND DEMOLITION OF THE STRUCTURE LOCATED AT 2750 SMYER ROAD

WHEREAS, the Vestavia Hills City Council approved Ordinance 5609, a Resolution ordering the demolition of a building or structure located at 2750 Smyer Road; and

WHEREAS, the Director of Building Safety has requested proposals for the securing, preparation and demolition of said building or structure; and

WHEREAS, completion of the project requires multiple services and contracts, including, but not limited to, locksmith services, environmental inspections and asbestos abatement, utility disconnections, permitting, demolition, debris removal, and other related work and;

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to facilitate the securing, preparation and demolition of the structure located at 2750 Smyer Road.

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

1. The City Manager is hereby authorized to execute any and all documented related to the for the securing, preparation and demolition of the building or structure located at 2750 Smyer Road and;
2. The City Manager is authorized to expend City funds in an amount not to exceed Fifty-Five Thousand Dollars ($55,000) for all services and expenses necessary to secure, prepare, and demolish the structure located at 2750 Smyer Road, including, but not limited to, locksmith services, environmental testing, asbestos abatement, utility services, permitting, demolition, debris removal, professional services, and any other goods or services reasonably necessary to carry out the work authorized herein and;
3. The costs incurred pursuant to this Resolution shall be paid from the City's General Fund and recorded as a General Fund receivable. Following completion of the work, the City shall file a lien against the property, as authorized by applicable law, to recover the costs incurred and;

4. This Resolution Number 5652 shall become effective immediately upon adoption and approval.

ORDERED, ADOPTED and APPROVED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

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

July 20, 2026

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Resolution Number 5655 - A Resolution authorizing the Mayor and City Manager to execute a license agreement between FFI Group, LLC and City of Vestavia Hills for access across FFI Group property in the hauling of site materials to the Sicard Hollow Athletic Complex (SHAC)

Background:
The City of Vestavia Hills' Plan for Growth includes the future development of currently undeveloped property adjacent to the Sicard Hollow Athletic Complex (SHAC). This development will ultimately accommodate a new Eastside Police Operations Facility and a new Maintenance Facility. Phase One of the project consists of initial site preparation activities, including tree clearing, soil importation, and erosion control measures. The most practical and efficient access for these activities requires the temporary use of property owned by FFI Group, LLC. City Attorney Pat Boone has prepared a license agreement authorizing the City's temporary use of the FFI Group property for Phase One construction activities. FFI Group, LLC has reviewed and approved the agreement.

Recommendation:
It is recommended that the City Council authorize the Mayor and City Manager to execute this agreement for the benefit of phase one infrastructure activities.

Fiscal Impact:
There are no direct costs associated with the license agreement .

Attachments:
1. Resolution 5655
2. License Agreement June 2026 Partially Executed

RESOLUTION NUMBER 5655

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EXECUTE A LICENSE AGREEMENT BETWEEN FFI GROUP, LLC AND CITY OF VESTAVIA HILLS FOR ACCESS ACROSS FFI GROUP PROPERTY IN THE HAULING OF SITE MATERIALS TO THE SICARD HOLLOW ATHLETIC COMPLEX (SHAC)

WHEREAS, , the City of Vestavia Hills has identified the future development of currently undeveloped property adjacent to the Sicard Hollow Athletic Complex (SHAC) as a component of the City's Plan for Growth, including the construction of a new Eastside Police Operations Facility and a new Maintenance Facility; and

WHEREAS, Phase One of the project consists of initial site preparation activities, including tree clearing, soil importation, and erosion control measures, necessary to prepare the property for future development; and

WHEREAS, the City has determined that the most practical and efficient means of accessing the project site for these Phase One activities requires the temporary use of adjacent property owned by FFI Group, LLC; and

WHEREAS, the City Attorney has prepared a license agreement, Marked as Exhibit A, authorizing the City's temporary use of the FFI Group, LLC property for purposes of access and construction activities associated with Phase One of the project, and FFI Group, LLC has reviewed and approved the terms of the agreement; and

WHEREAS, the Mayor and City Council find that entering into the License Agreement is in the best interest of the City and will facilitate the timely and efficient completion of Phase One of the project.

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

1. Authorizes the Mayor and City Manager to execute any and all documents necessary to execute a license agreement between FFI Group, LLC and City of Vestavia Hills for access across FFI Group property in the hauling of site materials to the Sicard Hollow Athletic Complex (SHAC).

APPROVED and ADOPTED this the 20th day of July, 2026.

Ashley Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on this the _____ day of June, 2026 by and between the City of Vestavia Hills, Alabama, a municipal corporation (hereinafter referred to as "City") and FFI Group, LLC, an Alabama limited liability company (hereinafter referred to as "FFI").

WITNESSETH THESE RECITALS:

WHEREAS, the City is the owner of a parcel of unimproved land in the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southwest one-fourth of Section 8, Township 18 South, Range 1 West in the City of Vestavia Hills, Jefferson County, Alabama by virtue of that certain Statutory Warranty Deed dated March 20, 2024, filed in the office of the Judge of Probate of Jefferson County, Alabama on March 21, 2024 and recorded at Inst. #2024025497, pages 1-7, which said property shall hereinafter be referred to as "City" property; and

WHEREAS, the City property is shown on Exhibit 1 as "City" property; and

WHEREAS, FFI is the owner of the real estate more particularly described as Lot 1A Vestavia Sports Park Survey, Second Sector as recorded in Map Book 231, Page 66 in the office of the Judge of Probate of Jefferson County, Alabama (being PIN: 27-00-08-3-000-003.003) by virtue of that certain Statutory Warranty Deed, dated April 16, 2026, filed in the office of the Judge of Probate of Jefferson County, Alabama on April 16, 2026 and recorded at AL039 Inst. #2026032857, Pages 1-6, which said property shall hereinafter be referred to as the "FFI" property; and

WHEREAS, the FFI property is shown on Exhibit 1 as "FFI" property; and

WHEREAS, the City desires to improve and develop the City property but the land needs additional fill dirt before any construction work can begin; and

WHEREAS, the City plans to advertise for sealed bids for the work necessary to excavate, haul and apply the dirt on the City property and to award the contract for said work to the lowest responsible bidder all in accordance with the Alabama Public Works Law at Title 39-2-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, the City property and the FFI property are in close proximity as shown on the map marked as Exhibit 1; and

WHEREAS, the City has found and determined that the best route for the contractor to take in delivering the dirt to the City property is over, on and along the FFI property; and

WHEREAS, the City has requested that FFI allow the contractor that hauls the dirt to the City property be allowed to travel over, on and along the FFI property in order to reach the City property; and

WHEREAS, FFI is willing to grant permission for the contractor to drive trucks filled with dirt to travel over, on and along the FFI property in route to the City property pursuant to the terms, provisions and conditions of this License Agreement; and

WHEREAS, FFI and City have agreed that the term of this License Agreement cannot begin until after the competitive bidding process required by Title 39-2-2, *Code of Alabama, 1975,* has been completed and not before the City gives a Notice to Proceed to the contractor to begin the work; and

WHEREAS, the City and FFI wish to reduce their agreement to writing.

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

I. LICENSOR

The Licensor is FFI Group, LLC, an Alabama limited liability corporation.

II. LICENSEE

The Licensee is the City of Vestavia Hills, Alabama, a municipal corporation.

III. RECITALS

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

IV. EXHIBITS

Exhibit 1 described in the premises above is hereby incorporated verbatim into this License Agreement by reference as though set out fully herein.

V. GRANT OF LICENSE

FFI does hereby grant to the City a license to use the FFI property for the purpose of allowing dump trucks filled with dirt and acting on behalf of the City to travel over, on and along the FFI property in order to reach the destination of the City property.

VI. CONSIDERATION

FFI, as a good neighbor, grants this license to the City without any requirement of the City to pay monetary consideration therefor.

VII. TERM OF LICENSE

The term of this license shall be for a period of forty-five (45) days. It shall begin on the date that the City issues the Notice to Proceed to the contractor to commence with the work and end forty-five (45) days later.

VIII. INSPECTION

A. PRIOR TO THE BEGINNING OF THE TERM: FFI and the City, along with their respective representatives, shall inspect the FFI property prior to the beginning of the license term for the purpose of determining the condition of the property at that time.

B. END OF TERM: At the end of the term of the license, FFI and the City and their respective representatives shall inspect the FFI property to determine what damages have been caused, if any, by the dump trucks hauling dirt over the FFI property.

IX. RESTORATION

The City shall promptly repair and replace any landscaping or damages to the FFI property which may be damaged or destroyed in connection with the work by the City and/or its contractor. Notwithstanding the foregoing or anything to the contrary herein, upon completion of the work, the City shall promptly restore the FFI property to substantially the condition of the FFI property was prior to the commencement of the hauling work.

X. FINANCIAL ABILITY

The City hereby certifies, warrants and represents that it is properly insured and has sufficient funds to make any and all restorations as agreed to in Section IX above.

XI. MISCELLANEOUS

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

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

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

D. **CONSTRUCTION OF TERMS:** The City and FFI negotiated the terms, provisions and conditions of this License Agreement and both parties had the equal opportunity for input for the drafting of this Agreement. Therefore, any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

E. **GOVERNING LAW:** This Agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

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

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

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

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

J. **SURVIVAL:** All representations and warranties of this Agreement shall survive the execution and delivery of this Agreement, as shall any covenants for performance thereafter.

K. **ENTIRE AGREEMENT:** This written Agreement contains the entire agreement between the City and FFI.

L. **RECORDING:** This License Agreement shall not be filed for record in the office of the Judge of Probate of Jefferson County, Alabama.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and FFI Group, LLC, an Alabama limited liability company, have hereunto caused this License Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto as of the date first above written.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____
City Clerk Umang Patel

OWNER:
FFI GROUP, LLC
An Alabama Limited Liability Company

By _____
Its Sole Owner

ATTESTED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of June, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of June, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

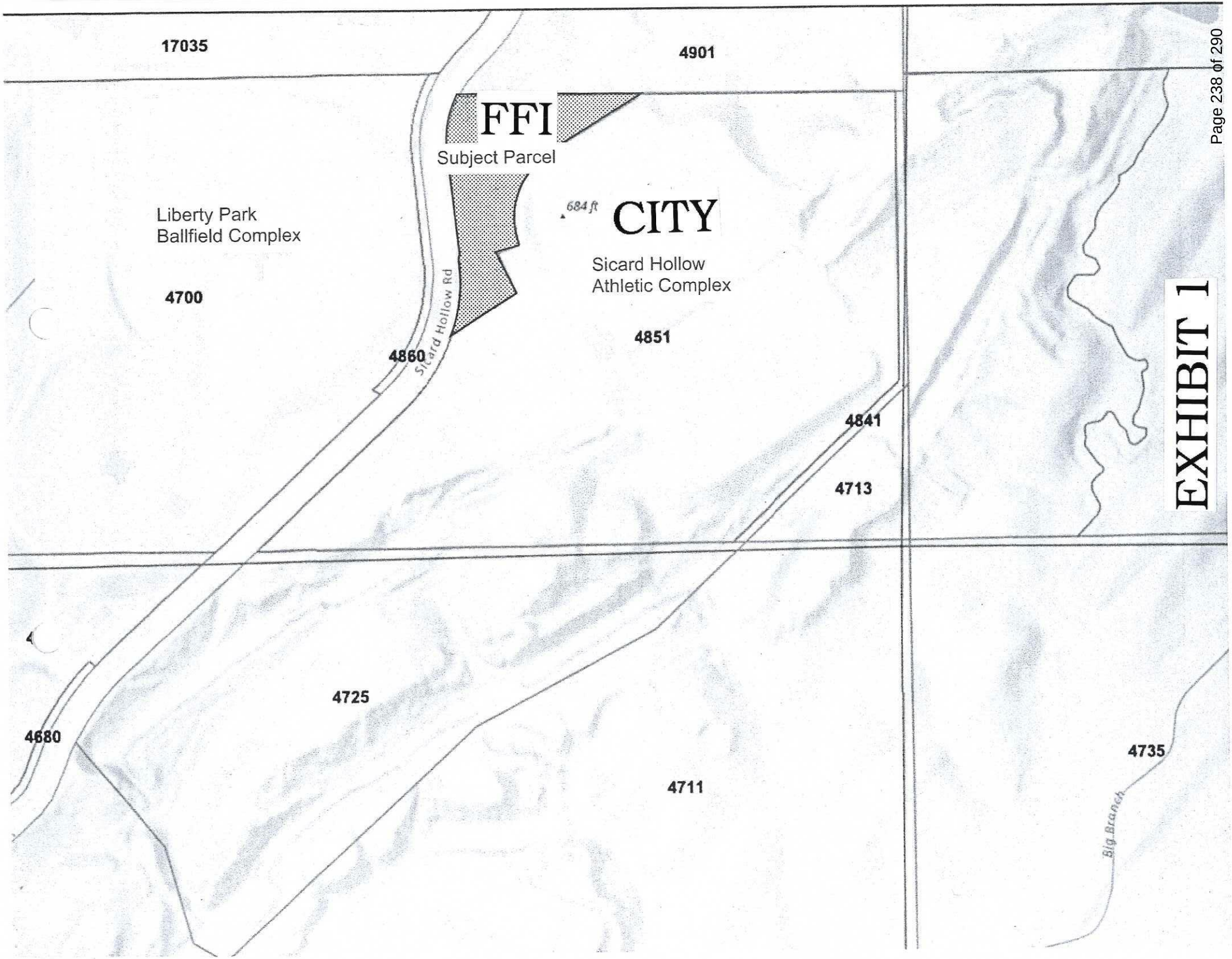
I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of FFI Group, LLC, an Alabama limited liability company, is signed to the foregoing License Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she in his/her capacity as such and with full authority, executed the same voluntarily for and as the act of said FFI Group, LLC on the day the same bears date.

Given under my hand and official seal, this the _____ day of June, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL


17035
4901
FFI
Subject Parcel
Liberty Park
Ballfield Complex
4700
684 ft
CITY
Sicard Hollow
Athletic Complex
4851
Sicard Hollow Rd
4860
4841
4713
EXHIBIT 1
4725
4680
4711
4735
Big Branch

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

July 20, 2026

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Resolution Number 5656 - A Resolution authorizing the Mayor and City Manager to execute a license agreement between T.E. Stevens Construction Co and the City of Vestavia Hills for access across the City of Vestavia Hills property in the hauling of site materials from Acton Rd to the Sicard Hollow Athletic Complex (SHAC)

Background:
The City of Vestavia Hills' Plan for Growth includes the future development of currently undeveloped property adjacent to the Sicard Hollow Athletic Complex (SHAC). This development will ultimately accommodate a new Eastside Police Operations Facility and a new Maintenance Facility. Phase One of the project consists of initial site preparation activities, including tree clearing, soil importation, and erosion control measures. The most practical and efficient access for the mining activities requires the temporary use of property owned by the City of Vestavia Hills. City Attorney Pat Boone has prepared a license agreement authorizing T.E. Stevens Construction Company's temporary use of the City property for Phase One construction activities.

Recommendation:
It is recommended that the temporary license agreement be approved by City Council.

Fiscal Impact:
There is no direct cost associated with this agreement.

Attachments:
1. T.E. Stevens Aerial
2. Pages from SITE 22-72379 INTERNATIONAL PARK LOT 7_ACCEPTABLE_2023_02_22
3. Resolution 5656
4. PH Boone Letter to City Manager Jeff Downes July 10 2026
5. deed to vestavia (1)
6. License Agreement August 2026

ArcGIS Web Map



7/8/2026, 11:21:05 AM

1:4,009

Parcels

Jefferson County Boundary

PLSS Boundaries - Quarter Section

DOP2024WebMercator

Red: Band_1

Green: Band_2

Blue: Band_3

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

Jefferson County Commission; Information Technology Services - GIS Division, Jefferson County Information Technology Services - GIS Division, Jefferson County Department of Information Technology

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

ACTON ROAD

INTERNATIONAL PARK DRIVE

BE-Kare
CHILD DEVELOPMENT CENTER

MAXIMUM 2'H:1'V CUT & FILL SLOPES (TYP)

NOTE:
MATERIAL REMOVAL WILL PROCEED FROM PLAN WEST TO PLAN EAST

SEDIMENT BASIN (TYP)(AS REQUIRED)
(SEE EROSION CONTROL PLAN)

POSSIBLE ALTERNATE HAUL ROUTE.
(NO GRADING OR HAULING ON ADJACENT PROPERTY WITHOUT PRIOR APPROVAL FROM THE PROPERTY OWNER)

CAHABA RIVER

CAHABA RIVER

Triangle Volume Report
Report Created: 11/11/2022

Original Surface: EG DRONE
Design Surface: Lot 7 Phase 1
Cut Factor: 1.000000
Fill Factor: 1.150000

Cut: 111598.34 cu yd
Fill: 3558.53 cu yd
Net: 108,039.82 cu yd

01-05-2023

ENGINEER'S SEAL
No. 27028
PROFESSIONAL
ENGINEER
DAVID TEAGUE

EDG
ENGINEERING DESIGN GROUP

PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158

FOLEY, AL
21106 STATE HIGHWAY 98
FOLEY, AL 36535
(251) 943 - 8960

REVISIONS

LOT 7 - INTERNATIONAL PARK
HOOVER, ALABAMA

PRELIMINARY
PHASE-1 SITE GRADING & STORM DRAINAGE PLAN

INTERNATIONAL PARK
DEVELOPMENT
FOR
T. E. STEVENS CONSTRUCTION

DRAWN BY:	RDT
CHECKED BY:	WHL
PROJECT No.:	TEST0045
CAD FILE:	C2.0-Phase1 Grading plan.dgn
DATE:	07/12/2022
SHEET NO.	C2.0

PRINTED: 1/6/2023 10:56:17 AM FILENAME: C2.0-Phase1 Grading plan.dgn

RESOLUTION NUMBER 5656

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN T.E. STEVENS CONSTRUCTION CO AND THE CITY OF VESTAVIA HILLS FOR ACCESS ACROSS THE CITY OF VESTAVIA HILLS PROPERTY IN THE HAULING OF SITE MATERIALS FROM ACTON RD TO THE SICARD HOLLOW ATHLETIC COMPLEX (SHAC)

WHEREAS, , the City of Vestavia Hills has identified the future development of currently undeveloped property adjacent to the Sicard Hollow Athletic Complex (SHAC) as a component of the City's Plan for Growth, including the construction of a new Eastside Police Operations Facility and a new Maintenance Facility; and

WHEREAS, the City of Vestavia Hills' Plan for Growth includes the future development of currently undeveloped property adjacent to the Sicard Hollow Athletic Complex (SHAC), including the construction of a new Eastside Police Operations Facility and a new Maintenance Facility; and

WHEREAS, Phase One of the project consists of initial site preparation activities, including tree clearing, soil importation, and erosion control measures necessary to prepare the site for future development; and

WHEREAS, the City has determined that the most practical and efficient access for the mining and related site preparation activities requires the temporary use of property owned by the City of Vestavia Hills; and

WHEREAS, the City Attorney has prepared a License Agreement (Exhibit A) authorizing T.E. Stevens Construction Company to temporarily use City-owned property for access and construction activities associated with Phase One of the project; and

WHEREAS, the Mayor and City Council find that authorizing the License Agreement is in the best interest of the City and will facilitate the efficient completion of Phase One of the project.

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

1. Authorizes the Mayor and City Manager to execute any and all documents necessary to execute a license agreement between T.E. Stevens Construction Co and the City of Vestavia Hills for access across the City of Vestavia Hills property in the hauling of site materials from Acton Rd to the Sicard Hollow Athletic Complex (SHAC)

APPROVED and ADOPTED this the 20th day of July, 2026.

Ashley Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

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

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

July 10, 2026

By Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: License Agreement Between T.E. Stevens Company, Inc. and City

Dear Mr. Downes:

On July 8, 2026, you requested that I prepare a simple License Agreement granting T.E. Stevens Company, Inc. the right to use unimproved City property for a period forty-five (45) days for the purpose of transporting structural fill dirt over, on and along City property enroute to its final destination.

I forward you suggested draft of the License Agreement. It will be appreciated if you will review the same and advise me of any necessary additions, deletions, changes and/or corrections.

On April 18, 2016, the City Council approved and adopted Resolution Number 4820 authorizing the Mayor and you to execute and deliver an agreement for the purchase of 1.2± acres situated near Acton Road and the Altadena Valley Country Club. The sale was closed on April 19, 2016.

The City acquired title to the property from Keith Development, LLC by virtue of that certain Warranty Deed filed in the office of the Judge of Probate of Jefferson County, Alabama on April 28, 2016 and recorded at Inst. #2016041014, pages 1-4. I forward you a copy of that deed for your future reference simply because it describes the City property set forth in the License Agreement with Stevens.

Please let me know if I need to do anything further in connection with this matter.

Sincerely,

Patrick H. Boone

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

County Division Code: AL039 Inst. # 2016041014 Pages: 1 of 4 I certify this instrument filed on: 4/28/2016 11:44 AM
Doc: D Alan L.King, Judge of Probate Jefferson County, AL Rec: $26.00
Clerk: KWBESS

3

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax has been collected on this instrument
Judge of Probate
NO TAX COLLECTED.

THIS INSTRUMENT PREPARED BY:
F. Wayne Keith
Law Offices of F. Wayne Keith PC
120 Bishop Circle
Pelham, Alabama 35124

[Space Above This Line For Recording Data]

WARRANTY DEED

26.00

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Four Hundred, Ninety Five Thousand and no/100's Dollars ($495,000.00)** and other good and valuable consideration to the undersigned,

Keith Development, LLC, an Alabama limited liability company

(hereinafter referred to a grantor) in hand paid by the grantee the receipt whereof is hereby acknowledged the said grantor does by these presents, grant, bargain, sell and convey unto

City of Vestavia Hills, Alabama, an Alabama municipal corporation

(hereinafter referred to as grantee, the following described real estate situated in Jefferson County, Alabama, to-wit:

A parcel of land being the northerly part of Lot 7, according to the final plat of International Park, 2nd Sector, as recorded in Map Book 218, Page 68 in the Office of the Judge of Probate, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at the northwesternmost corner of Lot 7 of International Park, 2nd Sector as recorded in Map Book 218, Page 68 in the office of the Judge of Probate, Jefferson County, Alabama; thence proceed in an easterly direction along the north line of Lot 7 for a distance of 88.76 feet to a point; thence turn an interior angle to the left of 197°13'47" and run in a northeasterly direction along the northern boundary of Lot 7 for a distance of 303.05 feet to a point; thence turn an interior angle to the left of 72°46'29" and run in a southerly direction along the eastern boundary of Lot 7 for a distance of 142.05 feet to a point; thence turn an interior angle to the left of 109°01'50", leaving Lot 7 and run in a southwesterly direction along the southern boundary of a proposed right of way for a distance of 141.77 feet to a point; thence turn an interior angle to left of 270°00'00" and run in a southeasterly direction, continuing along the southern boundary of the proposed right of way for a distance of 15.00 feet to a point; thence turn an interior angle to the left of 90°00'00" and run in a southwesterly direction, continuing along the southern boundary of the proposed right of way for a distance of 79.13 feet to a point on a curve to the right, said curve having a radius of 240.00 feet, an interior angle of 47°12'20" and a chord distance of 192.19 feet; thence in a northwesterly direction along the arc of said curve, continuing along the southern boundary of the proposed right of way for a distance of 197.73 feet to a point of tangency; thence continue tangent to the last course for a distance of 59.87 feet to a point on the western boundary of Lot 7 and the eastern right of way of Acton Road; thence turn an interior angle to the left of 81°44'44" and run in a northeasterly direction for a distance of 118.00 feet to the POINT OF BEGINNING.

UNOFFICIAL DOCUMENT

Together with easements rights granted in that certain Declaration of Recreational use Agreement recorded in Instrument 200217/6150 in the Office of the Judge of Probate of Jefferson County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2016 and subsequent years and not yet due and payable.
2. Easement(s) as shown by recorded map.
3. Location of 100 year flood line, as shown by recorded map.
4. Rights of others as granted in that certain Declaration of Recreational Use Agreement recorded in Instrument 200217/6150, in the Probate Office of Jefferson County, Alabama.
5. Sanitary Sewer Easement recorded in Real 2892, page 102, in the Probate Office of Jefferson County, Alabama.
6. Grant of Easement as recorded in Book LR200907, page 14839, in the Probate Office of Jefferson County, Alabama.
7. Mineral and mining rights and rights incident thereto recorded in Volume 920, page 111 and Volume 920, page 113, in the Probate Office of Jefferson County, Alabama.
8. Right of way granted to Alabama Power Company as recorded in Volume 1945, page 42; Volume 1945, page 90; Volume 4066, page 296 and Volume 5088, page 57, in the Probate Office of Jefferson County, Alabama.
9. Easement to Jefferson County as recorded in Real 2056, page 247, in the Probate Office of Jefferson County, Alabama.
10. Right of way Easement as recorded in Instrument 200002/5545, in the Probate Office of Jefferson County, Alabama.

TO HAVE AND TO HOLD, unto the said grantee, its successors and assigns.

And said grantor does for itself, its successors and assigns, covenant with said grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said grantor, by its Member who is authorized to execute this conveyance has hereunto set its signature and seal this the 19th day of April, 2016.

ATTEST:

Keith Development, LLC

_____

_____
It's Member

Notary Acknowledgement on next page

UNOFFICIAL DOCUMENT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that David Keith, whose name as Member of Keith Development, LLC, a limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he as such Member and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 19th day of April, 2016.

Notary Public

SEND TAX NOTICE TO:

City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills, AL 35216

Attn: City Manager

OFFICIAL SEAL
F. WAYNE KEITH
Notary Public - Alabama
State at Large
My Comm. Expires Nov. 25, 2017

UNOFFICIAL DOCUMENT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantors' Name:	Keith Development, LLC
Mailing Address:	3000 Crescent Avenue Birmingham, AL 35209
Grantee's Name:	City of Vestavia Hills, Alabama
Mailing Address:	1032 Montgomery Highway Vestavia Hills, AL 35216
2526 Valleydale Road	Hoover, AL 35244
Property Address:	partial of Lot 7, International Park
Date of Transfer:	April 19, 2016
Total Purchase Price	$ 495,000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required

	Bill of Sale		Appraisal
	Sales Contract		Other
x	Closing Statement		

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: April 19, 2016

Law Offices of F. Wayne Keith PC

Sign _____

x F. Wayne Keith

UNOFFICIAL DOCUMENT

STATE OF ALABAMA

JEFFERSON COUNTY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on this the _____ day of August, 2026 by and between the City of Vestavia Hills, Alabama, a municipal corporation (hereinafter referred to as "City") and T.E. Stevens Company, Inc., an Alabama corporation (hereinafter referred to as "Stevens").

WITNESSETH THESE RECITALS:

WHEREAS, the City is the owner of a parcel of unimproved land consisting of 1.2± acres beginning at the northwestern most corner of Lot 7 of International Park, 2nd Sector as recorded in Map Book 218, Page 68 in the office of the Judge of Probate of Jefferson County in the City of Vestavia Hills, Jefferson County, Alabama by virtue of that certain Warranty Deed dated April 19, 2016, filed in the office of the Judge of Probate of Jefferson County, Alabama on April 28, 2016 and recorded at Inst. #2016041014, pages 1-4, which said property shall hereinafter be referred to as "City" property; and

WHEREAS, the City property is shown on Exhibit 1 as "City" property; and

WHEREAS, Stevens has a contract to haul structural fill dirt from property situated contiguous to the City property to construction sites including the Liberty Park community of the City of Vestavia Hills, Alabama; and

WHEREAS, Stevens has found and determined that the best and shortest route for Stevens to take in delivering the structural fill dirt is to travel over, on and along the unimproved City property; and

WHEREAS, Stevens has requested that the City grant to Stevens a license to use the City property for a period of twelve (12) months for the purpose of hauling structural fill dirt over, on and along the City property; and

WHEREAS, the City is willing to grant permission for Stevens to drive large trucks filled with dirt to travel over, on and along the City property in route to its destination pursuant to the terms, provisions and conditions of this License Agreement; and

WHEREAS, Stevens and City have agreed that the term of this License Agreement cannot begin until after Stevens receives an official notice to proceed with the work; and

WHEREAS, the City and Stevens wish to reduce their agreement to writing.

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

I. LICENSOR

The Licensor is the City of Vestavia Hills, Alabama, a municipal corporation.

II. LICENSEE

The Licensee is T.E. Stevens Company, Inc., an Alabama corporation.

III. RECITALS

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

IV. EXHIBITS

Exhibit 1 described in the premises above is hereby incorporated verbatim into this License Agreement by reference as though set out fully herein.

V. GRANT OF LICENSE

City does hereby grant to Stevens a license to use the City property for the purpose of allowing dump trucks filled with dirt and acting on behalf of Stevens to travel over, on and along the City property in order to reach the final destination.

VI. CONSIDERATION

City, as a good neighbor, grants this license to the Stevens without any requirement of Stevens to pay monetary consideration therefor.

VII. TERM OF LICENSE

The term of this license shall be for a period of twelve (12) months. It shall begin on the date that Stevens receives the Notice to Proceed to commence with the work and end twelve (12) months later.

VIII. INSPECTION

A. PRIOR TO THE BEGINNING OF THE TERM: Stevens and the City, along with their respective representatives, shall inspect the City property prior to the beginning of the license term for the purpose of determining the condition of the property at that time.

B. END OF TERM: At the end of the term of the license, Stevens and the City and their respective representatives shall inspect the City property to determine what damages have been caused, if any, by the dump trucks hauling dirt over the City property.

IX. RESTORATION

Stevens shall promptly repair and replace any landscaping or damages to the City property which may be damaged or destroyed in connection with the work by Stevens and/or its contractor. Notwithstanding the foregoing or anything to the contrary herein, upon completion of the work, Stevens shall promptly restore the City property to substantially the condition of the City property was prior to the commencement of the hauling work or other mutually agreed upon condition.

X. FINANCIAL ABILITY

Stevens hereby certifies, warrants and represents that it is properly insured and has sufficient funds to make any and all restorations as agreed to in Section IX above.

XI. MISCELLANEOUS

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

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

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

D. CONSTRUCTION OF TERMS: The City and Stevens negotiated the terms, provisions and conditions of this License Agreement and both parties had the equal opportunity for input for the drafting of this Agreement. Therefore, any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

E. **GOVERNING LAW:** This Agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

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

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

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

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

J. **SURVIVAL:** All representations and warranties of this Agreement shall survive the execution and delivery of this Agreement, as shall any covenants for performance thereafter.

K. **ENTIRE AGREEMENT:** This written Agreement contains the entire agreement between the City and Stevens.

L. **RECORDING:** This License Agreement shall not be filed for record in the office of the Judge of Probate of Jefferson County, Alabama.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and T.E. Stevens Company, Inc., an Alabama corporation, have hereunto caused this License Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto as of the date first above written.

LICENSOR:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____
City Clerk Umang Patel

LICENSEE:
T.E. STEVENS COMPANY, INC.
An Alabama Corporation

By _____
_____
Its _____

ATTESTED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of T.E. Stevens Company, Inc., an Alabama corporation, is signed to the foregoing License Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she in his/her capacity as such and with full authority, executed the same voluntarily for and as the act of said T.E. Stevens Company, Inc. on the day the same bears date.

Given under my hand and official seal, this the _____ day of August, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of August, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

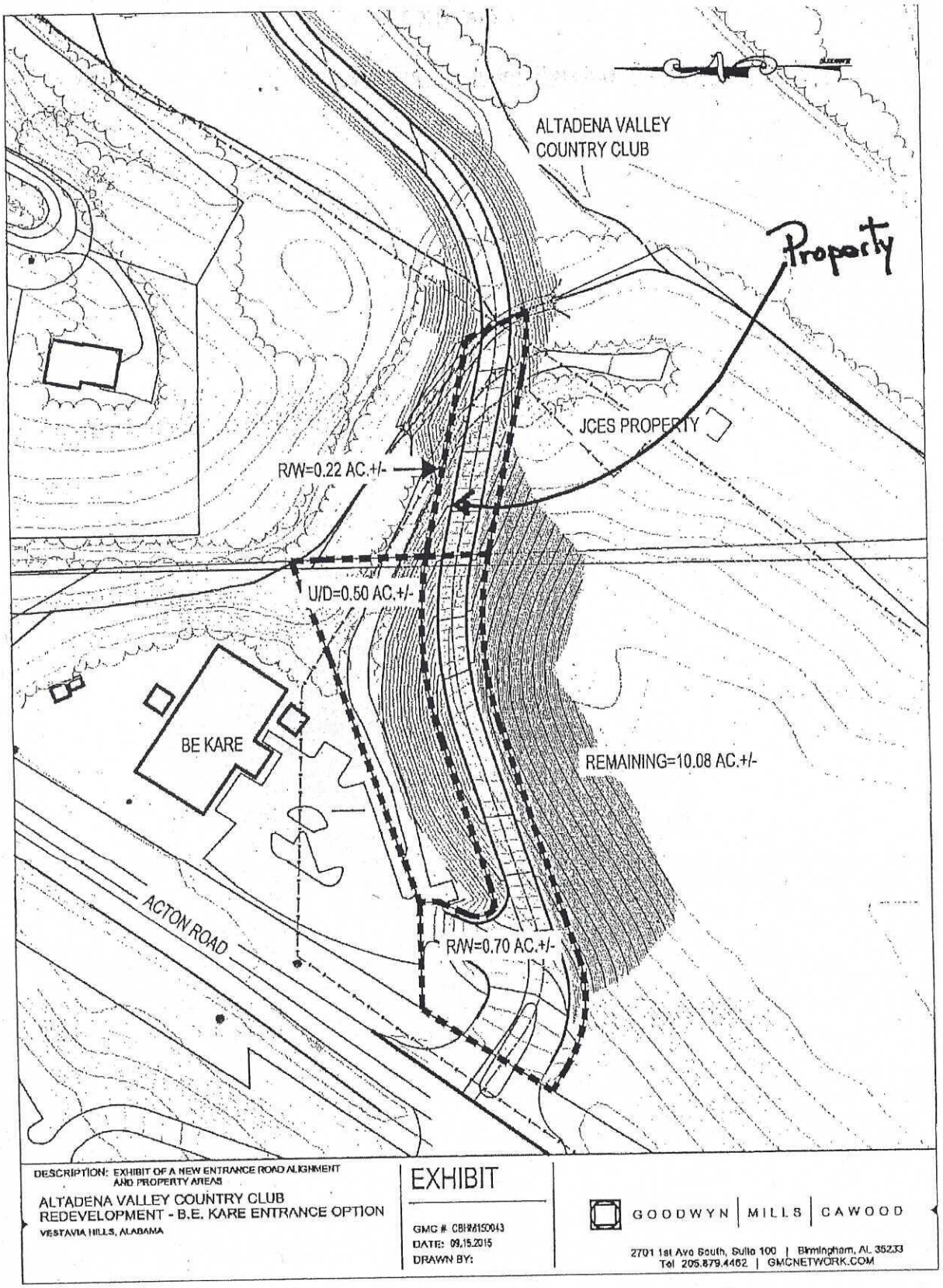
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing License Agreement, and who is known to me, acknowledged before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

Given under my hand and official seal, this the _____ day of August, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL


ALTADENA VALLEY
COUNTRY CLUB
Property
JCES PROPERTY
R/W=0.22 AC.+/-
U/D=0.50 AC.+/-
BE KARE
REMAINING=10.08 AC.+/-
ACTON ROAD
R/W=0.70 AC.+/-
DESCRIPTION: EXHIBIT OF A NEW ENTRANCE ROAD ALIGNMENT AND PROPERTY AREAS
ALTADENA VALLEY COUNTRY CLUB
REDEVELOPMENT - B.E. KARE ENTRANCE OPTION
VESTAVIA HILLS, ALABAMA
EXHIBIT
GMC # CBH#150043
DATE: 09.15.2015
DRAWN BY:
GOODWYN | MILLS | CAWOOD
2701 1st Ave South, Suite 100 | Birmingham, AL 35233
Tel 205.879.4462 | GMCNETWORK.COM

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From:

Cc: Lori Beth Kearley, Public Services Director

RE: Resolution Number 5657 - A Resolution to approve a plan for street resurfacing pursuant to the requirements of the Rebuild Alabama Act

---

Background:

On March 12, 2019, Governor Kay Ivey signed into law Act 2019-2 also known as the Rebuild Alabama Act which levies an additional excise tax on gasoline and undyed diesel effective September 1, 2019. This act requires that municipalities prepare a resolution approving an annual transportation plan which outlines how the funds will be spent. The city of Vestavia Hills intends to use all of the funds for residential street resurfacing. The anticipated fiscal year 2027 street resurfacing list is included as an attachment.

Recommendation:

The engineering department recommends approval of the resolution.

Fiscal Impact:

The anticipated revenue from this act is estimated to be $295,000.00. These funds are included in the FY 27 budget request for street resurfacing.

Attachments:

1. Resolution 5657
2. Exhibit A - Fiscal Year 2027 Resurfacing List (Resolution 5657)

RESOLUTION NUMBER 5657

A RESOLUTION TO APPROVE A PLAN FOR STREET RESURFACING PURSUANT TO THE REQUIREMENTS OF THE REBUILD ALABAMA ACT

WHEREAS, WHEREAS, on March 12, 2019, Governor Kay Ivey signed into law Act No. 2019-2, known as the Rebuild Alabama Act, which levies an additional excise tax on gasoline and undyed diesel fuel effective September 1, 2019, and provides funding for transportation infrastructure projects; and

WHEREAS, the Rebuild Alabama Act requires each municipality receiving funds under the Act to annually adopt a transportation plan by resolution identifying the transportation projects for which the funds will be used; and

WHEREAS, the City of Vestavia Hills has prepared its Fiscal Year 2027 Transportation Plan, which provides for the use of Rebuild Alabama Act funds for residential street resurfacing projects, as identified in the attached Fiscal Year 2027 Street Resurfacing List (Exhibit A); and

WHEREAS, the City anticipates receiving approximately $295,000.00 in Rebuild Alabama Act funds during Fiscal Year 2027, which have been included in the Fiscal Year 2027 budget for street resurfacing; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to adopt said plan as recommended by the Public Works Director and City Manager.

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

1. The attached Exhibit A is hereby approved and adopted by the Mayor and City Council to be the approved plan for street resurfacing for the City from both existing anticipated FY2027 revenue as well as new revenue derived from the Act; and

2. Said approved Fiscal Year 2027 plan shall be maintained on the City's website; and
3. This Resolution Number 5657 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

Fiscal Year 2027 Tentative Street Resurfacing	
Road Name	**Milage**
Green Glen Road	0.19
Vesthaven Way	0.34
Vesthaven Circle	0.05
Forest View Lane	0.23
Creekwood Place	0.12
Kendall Drive	0.28
Plantation Cove Circle	0.11
Gary Mac	0.10
Chimney Hills Cir	0.08
Laurel Road	0.45
Mission Road	0.41
Shades View Lane	0.33
Rockwood Road	0.11
Montclaire Drive	0.49
Hickory Road	0.22
Southwood Road	0.63
Kentucky Ave	0.39
Nottingham Drive	0.47
Landon Court	0.15
Vestridge Drive	0.51
Vestlake Cove Drive	0.28
Old Overton Road	1.01
Blue Lake Drive	0.25
Pine Tree Circle	0.42
Pine Tree Drive	0.16
Altadena Lake Drive	0.17
Timberlake Drive	0.13
Leslie Ann Road	0.18
Altaridge Lane	0.07
Altaridge Circle	0.16
Hillard Drive	0.28
Firewood Circle	0.09
Farrington Wood Place	0.13
Total	**9.0**

CITY OF VESTAVIA HILLS
FIRE DEPARTMENT
INTER-DEPARTMENT MEMO

July 20, 2026

To: Jeff Downes, City Manager

From: Marvin Green, Fire Chief

Cc:

RE: Ordinance Number 3349 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement for fire protection to the Woodmere Creek Apartment

---

Background:
Woodmere Creek Apartments is located outside the corporate limits of the City of Vestavia Hills but relies on the City's Fire Department to provide fire suppression and paramedic services. The existing agreement governing these services has been updated to reflect current operational and contractual terms.

The proposed ordinance authorizes the Mayor and City Manager to execute the attached contract with Woodmere Creek Partnership for the continued provision of municipal fire and paramedic services. The agreement establishes the terms under which these services will be provided and ensures that the City is appropriately compensated in accordance with the contract. A copy of the agreement is attached as Exhibit A to the ordinance.

Recommendation:

Chief Green, City Manager Downes, and City Attorney Pat Boon have reviewed and approved the Ordinance and contract.

Fiscal Impact:
FY2027 - $30,714.00
FY2028 - Contract price plus an increase aligned with "Consumer Price Index for All Urban Consumers (CPI-U)
FY2029 - Contract price plus an increase aligned with "Consumer Price Index for All Urban Consumers (CPI-U)

Attachments:
1. Ordinance 3349
2. 2026 Woomere Creek Apartment Fire Proptection Contract PB Legal Opinion
3. Exhibit A - 2026 Woodmere Creek Contract (2023 Prepared by Patrick Boone, 2026 Updated by Umang Patel) (Ordinance 3349)

ORDINANCE NUMBER 3349

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH WOODMERE CREEK PARTNERSHIP FOR THE PURPOSE OF RENDERING MUNICIPAL FIRE AND PARAMEDIC SERVICES TO THE WOODMERE CREEK APARTMENTS

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

1. That the Mayor and City Manager are hereby authorized to execute and deliver a Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, an Alabama General Partnership, hereinafter referred to as "Woodmere Apartments"; and
2. A copy of said contract is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3349 as if fully written therein; and
3. This Ordinance Number 3349 shall be effective immediately upon adoption and publishing/posting pursuant to Alabama law.

ADOPTED and APPROVED this the 20th day of July, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel , as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3349 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of July, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2026.

Umang Patel
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT FOR RENDERING MUNICIPAL FIRE AND PARAMEDIC SERVICES TO WOODMERE CREEK PARTNERSHIP

WITNESSETH, THIS AGREEMENT, made and entered into on this the 1st day of October, 2026 by and between the City of Vestavia Hills, Alabama, hereinafter referred to as "City", and Woodmere Creek Partnership, an Alabama corporation, hereinafter referred to as "Woodmere Apartments".

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, is a municipal corporation situated in Jefferson County, Alabama, duly organized and existing under the laws of the State of Alabama; and

WHEREAS, Woodmere Creek Partnership, is a corporation organized and existing under the laws of the State of Alabama; and

WHEREAS, Woodmere Creek Partnership, is presently the owner of real property and improvements situated in the unincorporated area of Jefferson County, contiguous to the corporate city limits of Vestavia Hills, Alabama, which said property is commonly known as Woodmere Apartments; and

WHEREAS, Woodmere Creek Partnership, has requested the City to enter into a written agreement whereby the City, for a valuable consideration, will provide fire and paramedic services to the Woodmere Apartment property, for Woodmere Creek Partnership; and

WHEREAS, by virtue of Title 11-43-141, et seq., *Code of Alabama, 1975,* and Vestavia Hills Ordinance Number 664 as last amended, the City has the legal authority to enter into this agreement; and

WHEREAS, the City and Woodmere Creek Partnership, have agreed that it is in the best interest of the parties that this agreement be reduced in writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, promises and premises contained herein, the parties hereto mutually covenant and agree as follows:

1. The City shall provide municipal fire protection and paramedic services to the Woodmere Apartment property owned and operated by Woodmere Creek Partnership, for the period of three (3) years beginning October 1, 2026 and ending September 30, 2029.

(a) the first year of the contract term shall begin on October 1, 2026 and end on September 30, 2027.

(b) the second year of the contract term shall begin on October 1, 2027 and end on September 30, 2028.

(c) the third year of the contract term shall begin on October 1, 2028 and end on September 30, 2029.

2. In consideration of the municipal services furnished by the City to Woodmere Creek Apartments for and during the term as described in paragraph 1 above, the said Woodmere Creek Partnership, shall pay to the City the following sums:

(a) **First Year**: Woodmere Apartments shall pay to the City for the first year of the contract (beginning October 1, 2026 and ending September 30, 2027) the sum of Two Thousand Five Hundred and Fifty Nine Dollars and Fifty Cents ($2,559.50) per month being at the annual rate of Thirty Thousand Seven Hundred and Fourteen Dollars ($30,714.00) per year. All twelve (12) monthly payments shall be paid on or before the first day of each month during the first year. For purposes of this Agreement, the annual amount shall be considered to be the "Base Price" for the year.

The "Base Prices" shall be adjusted for the second and third years of this contract as set forth in paragraphs (b) and (c) below and referred to as "cost of living adjustments."

(b) **Second Year**: The annual contract price of the contract for the second year (beginning October 1, 2027 and ending September 30, 2028) shall be the Base Price of the first year ($30,714.00) increased by the "Consumer Price Index for All Urban Consumers (CPI-U)" as published by the United States Bureau of Labor Statistics for June 2027: U.S. City average. The annual contract price shall be paid in twelve (12) equal and consecutive monthly payments on or before the first day of each month during the second year of the contract.

(c) **Third Year**: The annual contract price of the contract for the third year (beginning October 1, 2028 and ending September 30, 2029) shall be the Base Price of the second year (as calculated in section (b) above) increased by the "Consumer Price Index for All Urban Consumers (CPI-U)" as published by the United States Bureau of Labor Statistics for June 2028: U.S. City average. The annual contract price shall be paid in twelve (12) equal and

consecutive monthly payments on or before the first day of each month during the third year of the contract.

If any additional units are contracted during this contract period, it will necessitate a change in the amount of this contract.

3. MISCELLANEOUS:

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

(b) Waiver of Modification: Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this Contract shall not be valid unless in writing and signed by the City and Woodmere Apartments. This Contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

(c) Notices: Any and all notices required or permitted to be given under this Contract will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

(d) Construction of Terms: The City and Woodmere Apartments negotiated the terms, provisions and conditions of this Contract and both parties had the equal opportunity for input for the drafting of this Contract. Therefore, any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.

(e) Governing Law: This Contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

(f) Article and Section Headings: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(g) Execution in Counterparts: The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) **Binding Effect**: The Contract shall inure to the benefit of, and shall be binding upon City and Woodmere Apartments, and their heirs, successors and assigns.

(i) **Severability**: In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(j) **Survival**: All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

(k) **Entire Agreement**: This written Contract contains the entire agreement between the City and the Woodmere Apartments.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals, as of this the _____day of _____, 2026.

CITY:

CITY OF VESTAVIA HILLS, ALABAMA
An Alabama Municipal Corporation

By: _____
Ashley C. Curry
Mayor

By: _____
Jeffrey D. Downes
City Manager

ATTESTED:

By _____
Umang Patel
City Clerk

WOODMERE APARTMENTS:

WOODMERE CREEK APARTMENTS

By: _____
Ingram Tynes
Its _____

WITNESSED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

NOTARY CERTIFICATE

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this _____day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

NOTARY CERTIFICATE

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such City Manager and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this _____day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

NOTARY CERTIFICATE FOR WOODMERE APARTMENTS

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ingram Tynes, whose name as _____ of Woodmere Creek Apartments is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Woodmere Creek Apartments.

Given under my hand and official seal this _____day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____
SEAL

RESOLUTION NUMBER 5619

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

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated October 7, 2025, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 16th day of February, 2026; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 18th day of Februrary 2026.

2. That on the 18th day of May, 2026, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5619 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

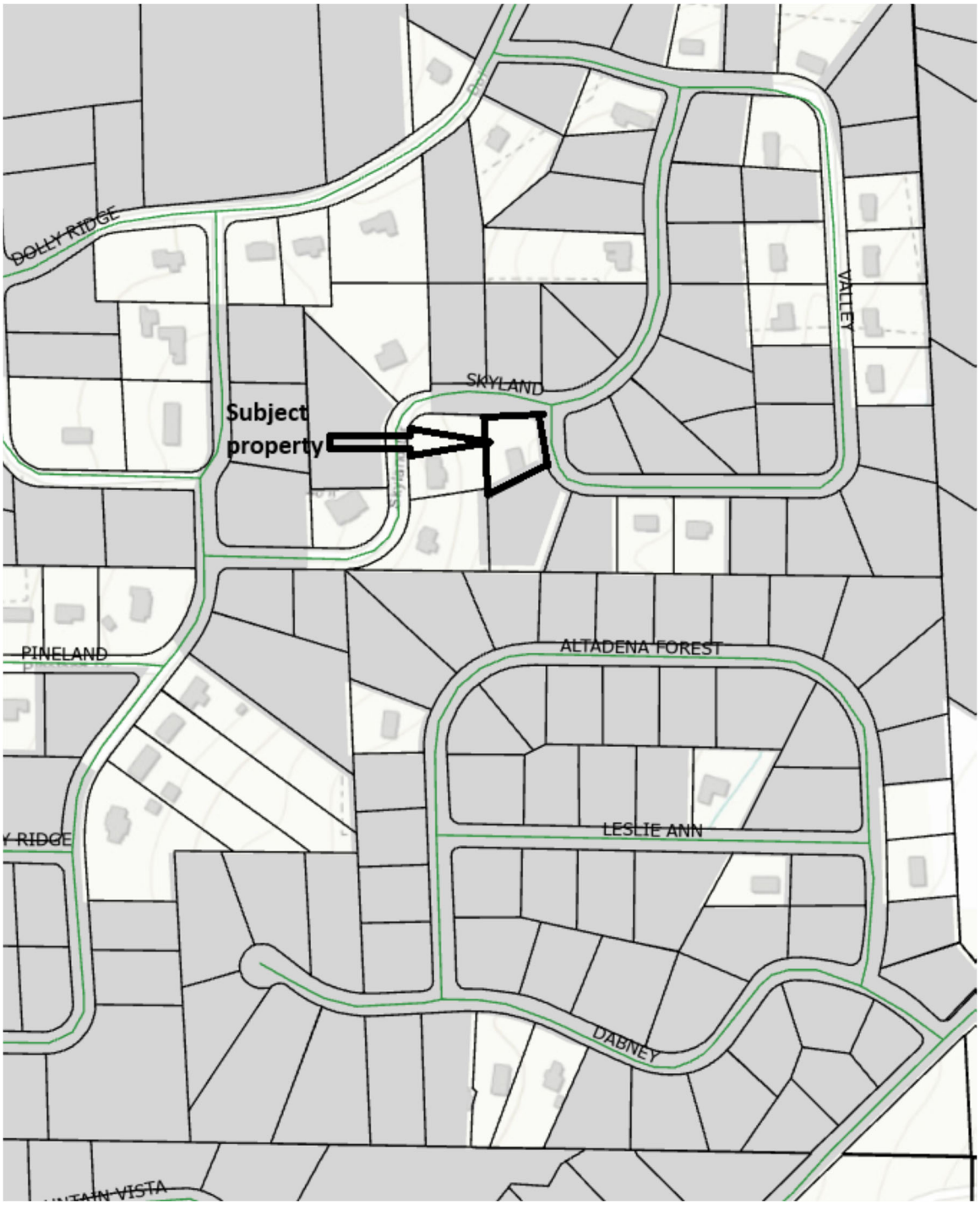
3583 Valley Cir.
Lot 19 Blk Dolly Ridge Ests 2nd Add
Youseph Anwar, Owner(s)

APPROVED and ADOPTED this the 16th day of February, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk


DOLLY RIDGE
VALLEY
SKYLAND
Subject property
PINELAND
ALTADENA FOREST
LESLIE ANN
DABNEY

Annexation Committee Petition Review

Property: 3583 Valley Circle

Owners: Youseph Anwar

Date: December 18, 2025

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of _____. Meets city criteria: Yes ____ No ____
   Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes 29 Number in city 18

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
   Agreed to by petitioner: Yes _____ No _____ Comment _____
   _____

Property: 3583 Valley Circle

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

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

10. Are there any concerns from city departments?
Yes ✓ No _____ Comments: minor concerns w/ deteriorated edge of asphalt, and this has been sent to the County to address.

11. Information on children: Number in family 0; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: Applicant was not present. He has completed $40,000 in improvements since purchase. Previous owner was tax exempt so this brings it back on the tax rolls.

Kimberly Cook
Chairman

PARCEL #:	**28 00 32 4 001 020.000**
OWNER:	PAGE HEATHER & BOBBY J EYER SELF-DIRECTED ROTH IRA
ADDRESS:	844 CHRISTY COURT TRACY CA 95376
LOCATION:	3583 VALLEY CIR BHAM AL 35243

[111-C-]	Baths: **2.0**	H/C Sqft: **1,915**
18-034.0	Bed Rooms: **3**	Land Sch: **G1**
Land: **154,000**	Imp: **184,800**	Total: **338,800**
Acres: **0.000**	Sales Info: **11/01/1977**	**$60,000**

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	5-5	DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$318,500.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$154,000
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
BLDG 001	111	$184,800

TOTAL MARKET VALUE **[APPR. VALUE: $338,800]**: $338,800

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	$33,880	$220.22	$33,880	$220.22	$0.00
COUNTY	3	2	$33,880	$457.38	$33,880	$457.38	$0.00
SCHOOL	3	2	$33,880	$277.82	$33,880	$277.82	$0.00
DIST SCHOOL	3	2	$33,880	$0.00	$33,880	$0.00	$0.00
CITY	3	2	$33,880	$0.00	$33,880	$0.00	$0.00
FOREST	3	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	2	$33,880	$172.79	$33,880	$172.79	$0.00
SPC SCHOOL2	3	2	$33,880	$569.18	$33,880	$569.18	$0.00

ASSD. VALUE: $33,880.00 **$1,697.39** **GRAND TOTAL: $0.00**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2025072024	7/28/2025
2025071474	7/28/2025
2023053807	6/1/2023
1522-868	11/14/1977

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2025		$0.00
	2024		$0.00
	2023		$0.00
	2022		$0.00
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	3583 Valley Circle	**Property Address**		
====>	$ 338,800	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$33,880.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$696.23	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$974.05	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$1,670.28	**Total County remits to City for split with BOE**	CITY	
$511.59	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$277.82	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$696.23	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$1,763.45	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$2,459.69	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

Engineering/Public Works Review

Record No.**ANX-25-3**

Status Completed

Type Approval

Assignee Christopher Brady

Became Active November 6, 2025

Due Date November 26, 2025

Record No: ANX-25-3

Annexation Application

Status: Active

Submitted On: 10/7/2025

Primary Location

3583 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner

youseph anwar
Christy 844 Christy Ct Tracy,
California 95376-8719

Applicant

youseph anwar
510-364-2535
doctor.youseph@gmail.com
844 Christy Ct
Tracy, California 95376-8719

Messages

Christopher Brady November 19, 2025 at 2:06 pm

3583 Valley Circle, see ANX-24-10
for previous review Some
minor concerns noted due to deterioration of edge of asphalt. I have requested County assistance with
current maintenance needs. This area will remain split responsibility with Jefferson County. No significant
drainage infrastructure along this lot frontage; pipe at downstream property corner appears in ok condition.

Step Activity

OpenGov system activated this step	11/06/2025 at 1:23 pm
OpenGov system assigned this step to Christopher Brady	11/06/2025 at 1:23 pm
Rebecca Leavings changed the deadline to Nov 26, 2025 on approval step Engineering/Public Works Review	11/12/2025 at 3:49 pm
Christopher Brady approved this step	11/19/2025 at 2:06 pm

ANX-25-3

Annexation Application
Status: Active
Submitted On: 10/7/2025

Primary Location

3583 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner

youseph anwar
Christy 844 Christy Ct
Tracy, California 95376-8719

Applicant

youseph anwar
510-364-2535
doctor.youseph@gmail.com
844 Christy Ct
Tracy, California 95376-8719

Owner Information

Owner's Name*

Youseph Anwar

Owner Mailing Address Inc. City, State, Zip*

844 Christy Ct Traccy, CA 95376

Property Information

Address of Property to be annexed?*

3583 valley Circle

Legal Description of Property to be Annexed*

LOT 7 BLK 3 VALLEY CIRCLE SUBDIVISION 3RD ADDN, JEFFERSON COUNTY, ALABAMA

Board of Education Review

Record No.**ANX-25-3**

Status Completed

Type Approval

Assignee Jaclyn Hudson

Became Active November 6, 2025

Due Date November 26, 2025

Record No: ANX-25-3

Annexation Application

Status: Active

Submitted On: 10/7/2025

Primary Location

3583 VALLEY CIR
VESTAVIA HILLS, AL 35243

Owner

youseph anwar
Christy 844 Christy Ct Tracy,
California 95376-8719

Applicant

youseph anwar
510-364-2535
doctor.youseph@gmail.com
844 Christy Ct
Tracy, California 95376-8719

Messages

Jaclyn Hudson December 8, 2025 at 2:14 pm

No objection.

Jaclyn Hudson December 8, 2025 at 2:15 pm

No objection

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

29-00-08-4-000-123.000

County Zoning Classification

R-1 (Single-Family Residential District)

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

R-2 (Single-Family Residential District)

Desired Zoning Classification

R-1 (Vestavia Hills)

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

I am requesting annexation to bring my property into the City of Vestavia Hills and align with the city's community, schools, and municipal services. The home is currently being renovated and will serve as a single-family residence consistent with surrounding Vestavia properties.

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

—

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information

Attachments

Owner's Notarized Affidavit REQUIRED
City of Vestavia Hills.pdf
Uploaded by youseph anwar on Oct 7, 2025 at 11:34 AM

3583 scope of work.xlsx
3583 scope of work.xlsx
Uploaded by youseph anwar on Oct 7, 2025 at 11:35 AM

deed.pdf
deed.pdf
Uploaded by youseph anwar on Oct 7, 2025 at 11:35 AM

Record Activity

doctor.youseph@gmail.com started a draft Record	10/06/2025 at 4:08 pm
youseph anwar added file City of Vestavia Hills.pdf	10/07/2025 at 11:34 am

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

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

SIGNATURES:

Youseph Anwar Lot 7 Blk 3 Survey valley circle subdivision Jefferson county, Alabama

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

STATE OF ~~ALABAMA~~ SFT California

SFT ~~Jefferson~~ San Joaquin COUNTY

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

_____
Signature of Certifier

Subscribed and sworn before me on this 6 day of October, 2025.

S. F. TORRES
COMM. # 2520838
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
COMM. EXPIRES JUNE 15, 2029

_____
Notary Public

My Commission Expires: 6/15/2029.

CORELEND FINANCIAL

Scope of Work - Bulk Upload

Choose Type of Renovation (circle or highlight)

Fix n Flip Rent Ready New Construction

ItemName	Description / Quantity	Cost Labor & Material	Total	Comments
Pre-Construction - Plans & Permits		$1,500.00	$1,500.00	
Pre-Construction - Demolition		$500.00	$500.00	
Pre-Construction - Trash Out		$0.00	$0.00	
Structural - Concrete			$0.00	
Structural - Foundation			$0.00	
Structural - Roof/Decking		$0.00	$0.00	
Structural - Siding/Brick		$0.00	$0.00	
Exterior - Concrete		$0.00	$0.00	
Exterior - Doors		$2,500.00	$2,500.00	
Exterior - Fencing		$0.00	$0.00	
Exterior - Gutters		$0.00	$0.00	
Exterior - Paint		$7,500.00	$7,500.00	
Exterior - Windows - Replace		$0.00	$0.00	
Exterior - Windows - Repair		$0.00	$0.00	
Exterior - Wood / Siding		$0.00	$0.00	
Electrical - Service Panel		$0.00	$0.00	
Electrical - Wiring/Rough In		$0.00	$0.00	
Electrical - Switches/Plugs		$500.00	$500.00	
Electrical - Light Fixtures		$700.00	$700.00	
			$0.00	
HVAC - New		$0.00	$0.00	
HVAC - Repair		$0.00	$0.00	
HVAC - Duct Work		$0.00	$0.00	
HVAC - Fireplace			$0.00	
			$0.00	
Plumbing - Rough In		$0.00	$0.00	
Plumbing - Final/Fixtures		$0.00	$0.00	
Plumbing - Water Heater		$0.00	$0.00	
Plumbing - Other			$0.00	
			$0.00	
Interior - Final Clean		$250.00	$250.00	
Interior - Doors		$2,500.00	$2,500.00	
Interior - Door Hardware/Locks		$0.00	$0.00	
Interior - Drywall/ Sheetrock		$0.00	$0.00	
Interior - Framing		$0.00	$0.00	
Interior - Paint (walls, trim, doors, ceiling)		$7,000.00	$7,000.00	
Interior - Partial Paint (put description)			$0.00	
Interior - Primer			$0.00	
Interior - Trim			$0.00	
			$0.00	
Flooring - Carpet		$0.00	$0.00	
Flooring - Tile		$0.00	$0.00	
Flooring - Laminate/Hardwood		$0.00	$0.00	
Flooring - Baseboard / quarter round		$600.00	$600.00	
Flooring - Other			$0.00	
			$0.00	
Kitchen - Cabinets		$0.00	$0.00	
Kitchen - Countertops/Sink		$2,500.00	$2,500.00	
Kitchen - Sink/Facuet		$0.00	$0.00	
Kitchen - Backsplash		$0.00	$0.00	
Kitchen - Hardware		$0.00	$0.00	
Kitchen - Appliances		$0.00	$0.00	
Kitchen - COMPLETE RENO			$0.00	
			$0.00	
Bathrooms - Vanity		$1,500.00	$1,500.00	
Bathrooms - Countertops/Sink		$3,500.00	$3,500.00	
Bathrooms - Toilets		$800.00	$800.00	
Bathrooms - Tub		$2,500.00	$2,500.00	
Bathrooms - Shower Tile		$6,500.00	$6,500.00	
Bathrooms - COMPLETE RENO		$14,800.00	$0.00	
			$0.00	
Misc - Garage Door/Opener			$0.00	
Misc - Insulation		$0.00	$0.00	
Misc - Pool			$0.00	
Misc - Other		$0.00	$0.00	
Misc - Other			$0.00	
Total			$40,850.00	

ORDINANCE NUMBER 3315

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 Youseph Anwar dated October 7, 2025, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

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

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

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

3583 Valley Cir.
Lot 19 Blk Dolly Ridge Ests 2nd Add
Youseph Anwar

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 16 day of February, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

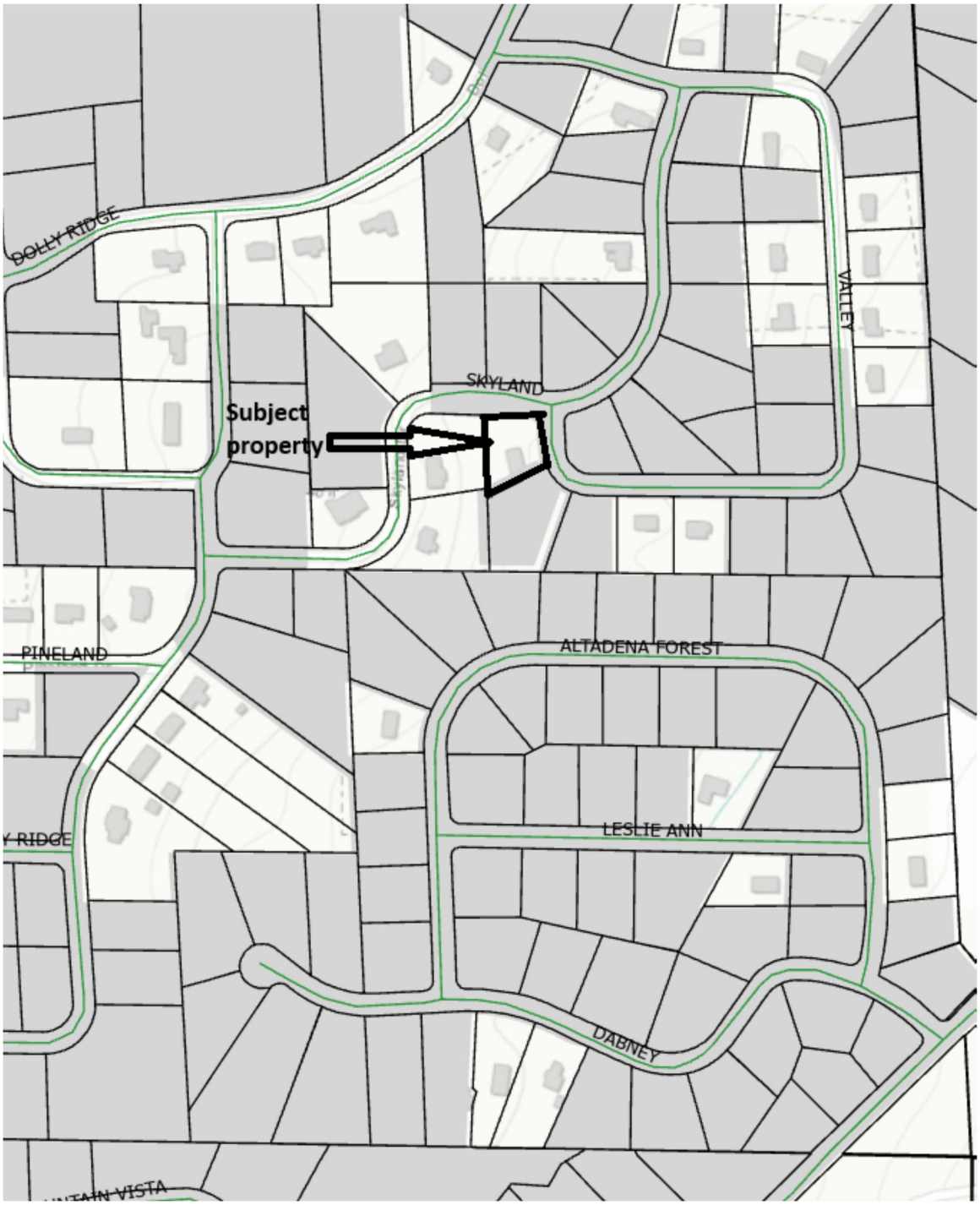
Umang Patel
City Clerk

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 # 3315 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 16 day of February, 2026, 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 _____, 2026.

Umang Patel
City Clerk


DOLLY RIDGE
VALLEY
SKYLAND
Subject property
PINELAND
ALTADENA FOREST
LESLIE ANN
DABNEY

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

July 20, 2026

To: Jeff Downes, City Manager

From:

Cc:

RE: Executive Session - Pending and/or Existing Litigation

Background:

Recommendation:

Fiscal Impact:

Attachments:
None