



**Vestavia Hills
City Council Agenda
April 22, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Chaplain Huey Davis
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager's Report
8. Councilors' Reports
9. Financial Reports - Melvin Turner III, Finance Director
10. Approval Of Minutes - April 8, 2024 Regular Meeting Minutes

Old Business (Public Hearing)

11. Ordinance Number 3217 - An Ordinance to declare certain real property as surplus and authorize the Mayor and City Manager to execute all documents necessary to convey said property

New Business

12. Resolution Number 5510 - A Resolution approving an On-Premise Special Events Liquor License for Slice LLC d/b/a Wing Dings 2024; Christopher S. Bajaleih and Jason B. Bajaleih, executives
13. Resolution Number 5511 - A Resolution to appoint a new member to the Vestavia Hills Board of Education

New Business Requesting Unanimous Consent (Public Hearing)

14. Ordinance Number 3218 - An Ordinance authorizing the City Manager and Mayor to execute a professional service contract for the design of a Veteran's Memorial to be located at Altadena Valley Park and provide a supplemental appropriation for funding of said contract

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

15. Citizens Comments
16. 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.

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of March was \$57,844,958, which is comprised of the following funds:

General Funds	\$50,192,451
Restricted Funds	\$7,649,427
Petty Cash	<u>\$3,080</u>
Total	<u>\$57,844,958</u>

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

Monthly Revenues	\$4,002,216	YTD Revenues	\$48,852,590
Monthly Expenses	<u>\$4,441,315</u>	YTD Expenses	<u>\$35,442,016</u>
Monthly Fund Balance	<u>(\$439,099)</u>	YTD Fund Balance	<u>\$13,410,575</u>

3.) Comparative Fund Balances:	<u>YTD</u>	<u>Variance</u>
Actual - 2023-2024	\$13,410,575	
Budget - 2023-2024	\$8,461,156	\$4,949,419
Last Year - 2022-2023	\$12,322,148	\$1,088,427

Note:

The "Actual Fund Balance" is \$4,949,419 greater than the "Budgeted Fund Balance" and \$1,088,427 greater than "Last Year Fund Balance".

Summary
Financial Report
March 2023-2024

MTD						YTD			Variance		
		Actual		Budget		Last Year	Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES		4,002,216		4,522,584		4,426,716	48,852,590	43,646,209	44,836,061	5,206,381	4,016,529
EXPENSES		4,441,315		4,578,112		4,315,655	35,442,016	35,185,053	32,513,913	(256,963)	(2,928,103)
FUND BALANCE		(439,099)		(55,528)		111,061	13,410,575	8,461,156	12,322,148	4,949,419	1,088,426
Advalorem - Real		83,729		160,616		172,520	20,827,737	18,627,879	18,766,497	2,199,858	2,061,240
Sales Tax		1,865,231		2,109,135		2,082,032	13,684,192	13,891,659	14,445,885	(207,467)	(761,693)
Utility Franchise Fees		0		0		0	2,613,543	2,466,575	2,466,645	146,968	146,898
Business License		889,460		327,436		202,224	4,009,454	3,190,005	3,228,492	819,449	780,962
Advalorem - Personal		191,521		156,862		183,630	1,161,230	929,170	1,066,321	232,060	94,908
October thru March 2024 (6 months)						2023-2024					
		Actual		Budget Total		Outstanding Bal	% Received	% Outstanding	Verification		
Advalorem - Real		20,827,737		18,855,007		1,972,730	110.46%	-10.46%	100.00%		
Sales Taxes		13,684,192		28,351,365		(14,667,173)	48.27%	51.73%	100.00%		
Utility Franchise Fees		2,613,543		2,466,893		146,650	105.94%	-5.94%	100.00%		
Business License		4,009,454		3,975,640		33,814	100.85%	-0.85%	100.00%		
Advalorem - Personal		1,161,230		2,016,972		(855,742)	57.57%	42.43%	100.00%		
MARCH		MTD					MTD				
						Variance	Last Year	Act vs LY			
Advalorem - Real		83,729		160,616		(76,887)	172,520	(88,791)			
Sales Taxes		1,865,231		2,109,135		(243,904)	2,082,032	(216,801)			
Utility Franchise Fees		0		0		0	0	0			
Business License		889,460		327,436		562,024	202,224	687,236			
Advalorem - Personal		191,521		156,862		34,659	183,630	7,891			
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**CITY OF VESTAVIA HILLS
MONTHLY CASH REPORT
"RECONCILED BALANCES"**

General Funds	Banking Institutions	APR	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	Sept 2023	October 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024
General / Operational Funds	Region Bank	5.09%	14,342,621.96	12,018,312.32	11,759,702.36	11,590,713.02	7,066,588.69	5,063,164.63	4,111,462.41	6,779,150.23	8,408,494.76	8,678,758.65	11,671,643.22	20,516,193.77	18,608,623.16
Enhanced Cash Strategy	Region Bank	5.20%	10,163,965.58	10,189,384.32	10,191,577.01	10,204,945.93	10,243,233.98	10,286,223.41	10,311,308.65	9,936,408.24	10,004,361.97	10,076,629.06	10,119,135.13	10,121,913.63	10,160,280.52
Payroll Fund	Region Bank	0.25%	720.93	720.93	5,648.68	5,648.68	5,648.68	6,082.04	6,082.04	6,159.15	0.00	0.00	0.00	0.00	308.91
Emergency Reserve Fund	Morgan Stanley/Region	5.37%	15,723,723.88	17,600,611.65	17,597,102.85	17,637,280.09	17,714,753.81	17,794,062.04	17,865,878.82	17,941,009.73	18,040,220.13	18,136,383.13	18,214,276.83	18,278,166.12	18,358,801.14
Court & Corrections Fund	Region Bank	0.25%	902,593.63	1,043,983.69	411,577.03	123,750.03	139,387.03	81,431.83	84,101.83	137,357.88	74,624.60	73,402.60	97,819.67	117,012.38	281,008.88
American Rescue Plan (COVID-19)	SouthPoint	4.40%	4,341,120.29	4,352,374.03	4,119,174.25	3,551,189.79	2,790,490.26	2,800,937.32	2,811,084.36	2,822,068.50	2,742,762.58	2,753,063.24	2,763,369.93	2,773,046.62	2,783,428.13
Total - Balance			\$45,474,746.27	\$45,205,386.94	\$44,084,782.18	\$43,113,527.54	\$37,960,102.45	\$36,031,901.27	\$35,189,918.11	\$37,622,153.73	\$39,270,464.04	\$39,718,236.68	\$42,866,244.78	\$51,806,332.52	\$50,192,450.74
Restricted Funds															
Court Cash Bonds	Regions Bank	0.25%	139,685.20	139,025.20	145,324.20	147,989.20	147,723.00	151,737.20	155,927.20	158,135.20	147,320.20	145,886.00	144,166.00	138,606.00	133,766.00
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	6,247,607.06	6,247,607.06	4,258,644.42	6,314,702.42	6,314,702.42	4,474,038.42	4,474,038.42	4,474,038.42	4,474,038.42	4,474,038.42	4,474,038.42	4,187,938.42	4,187,938.42
Contractors' Cash Bonds	SouthPoint	0.25%	796,919.40	742,683.86	757,009.15	757,967.11	744,330.84	706,333.77	696,630.28	698,351.23	687,946.13	686,595.00	673,211.91	675,347.73	647,538.10
Confiscated Funds	SouthPoint	1.25%	287,662.29	287,957.83	288,263.54	288,559.70	288,866.05	289,172.72	289,469.82	289,777.13	290,074.85	290,382.81	290,690.25	58,999.32	59,061.79
Community Spaces	SouthPoint	1.65%	454.99	455.60	456.23	456.84	457.47	458.11	458.72	0.04	0.00	0.00	0.00	0.00	0.00
2013 GOW - QBC Sinking Fund	Bank of New York	2.35%	1,701,396.09	1,891,162.76	1,891,162.76	1,891,162.76	1,891,162.76	1,891,162.76	1,891,162.76	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89
Library Campaign Fund/Donations	Pinnacle	earnings offset fees	344,930.72	351,677.17	374,885.75	382,167.51	387,465.56	429,604.48	433,701.36	438,732.28	458,022.23	461,230.31	464,421.95	0.00	309.20
Lease Escrow Funds	Truist & Robertson		n/a	2,160,736.32	2,162,359.34	1,407,636.58	1,409,264.98	1,410,896.12	1,412,477.26	703,500.95	704,554.69	705,645.36	706,734.88	707,755.76	708,848.82
Total Balance			\$9,518,655.75	\$11,821,305.80	\$9,878,105.39	\$11,190,642.12	\$11,183,973.08	\$9,353,403.58	\$9,353,865.82	\$8,674,500.14	\$8,673,921.41	\$8,675,742.79	\$8,665,228.30	\$7,680,612.12	\$7,649,427.22
Cash on Hand															
Petty Cash - City Depts.			880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail			500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	600.00	600.00	600.00
Petty Cash - Library			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash			\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$3,080.00	\$3,080.00	\$3,080.00
Grand Total - All Funds			\$54,996,382.02	\$57,029,672.74	\$53,965,867.57	\$54,307,149.66	\$49,147,055.53	\$45,388,284.85	\$44,546,763.93	\$46,299,633.87	\$47,947,365.45	\$48,396,959.47	\$51,534,553.08	\$59,490,024.64	\$57,844,957.96
Petty Cash Itemization															
City Clerk Dept.	none														
Court Dept.	\$600.00														
Finance Dept. & Vehicle Tags	\$1,050.00	Tags & City Depts													
Fire Dept.	\$100.00	City Depts													
Inspection Dept.	\$30.00	City Depts													
Library	\$600.00														
Mayor's Office	\$200.00	City Depts													
Parks & Leisure Services	\$300.00	City Depts													
Police Dept.	\$200.00	City Depts													
Public Services	none														
Total	\$3,080.00														

FINANCIAL SUMMARY REPORT
"MARCH 2023-2024"

1	MONTH OF MARCH 2024							YEAR-TO- DATE THROUGH MARCH 2024						
	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	2023-2024	2023-2024	2022-2023	Actual to Budget		Actual to Last Year		2023-2024	2023-2024	2022-2023	Actual to Budget		Actual to Last Year	
	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
REVENUE SUMMARY														
STATE REVENUE	7,276	23,013	10,852	(15,737)	-68.38%	(3,575)	-32.95%	95,490	96,859	104,493	(1,369)	-1.41%	(9,004)	-8.62%
COUNTY REVENUE	298,416	333,948	376,676	(35,532)	-10.64%	(78,259)	-20.78%	22,124,066	19,694,451	19,978,171	2,429,615	12.34%	2,145,895	10.74%
CITY REVENUE	3,543,854	4,104,047	3,973,038	(560,193)	-13.65%	(429,183)	-10.80%	26,039,887	23,526,070	24,322,594	2,513,817	10.69%	1,717,293	7.06%
PARK & RECREATION	152,669	61,576	66,151	91,093	147.94%	86,518	130.79%	593,148	328,829	430,804	264,319	80.38%	162,344	37.68%
TOTAL REVENUE	4,002,216	4,522,584	4,426,716	(520,368)		(424,500)		48,852,591	43,646,209	44,836,061	5,206,382		4,016,529	8.96%
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	761,443	862,878	992,558	101,436	11.76%	231,115	23.28%	13,211,553	12,748,161	12,206,286	(463,392)	-3.63%	(1,005,267)	-8.24%
CITY COUNCIL	5,486	5,163	4,397	(323)	-6.26%	(1,089)	-24.77%	49,928	55,011	52,967	5,083	9.24%	3,039	5.74%
MAYOR & ADMINISTRATION	164,438	166,221	146,839	1,783	1.07%	(17,599)	-11.98%	1,093,850	1,092,594	996,280	(1,256)	-0.11%	(97,569)	-9.79%
CITY CLERK	43,079	47,668	42,567	4,589	9.63%	(512)	-1.20%	274,080	289,084	259,035	15,004	5.19%	(15,045)	-5.81%
MUNICIPAL COMPLEX	31,191	38,322	28,380	7,131	18.61%	(2,811)	-9.91%	205,210	197,480	168,033	(7,730)	-3.91%	(37,177)	-22.12%
INFORMATION SERVICES	81,229	65,184	48,931	(16,045)	-24.61%	(32,298)	-66.01%	380,954	411,461	332,176	30,507	7.41%	(48,778)	-14.68%
POLICE	1,144,380	1,180,630	997,809	36,250	3.07%	(146,571)	-14.69%	6,804,422	7,082,862	6,110,888	278,440	3.93%	(693,534)	-11.35%
FIRE	1,080,278	1,080,883	957,120	605	0.06%	(123,158)	-12.87%	6,552,683	6,592,900	5,932,450	40,217	0.61%	(620,233)	-10.45%
INSPECTION	68,600	70,226	45,585	1,626	2.31%	(23,015)	-50.49%	417,924	415,436	300,404	(2,488)	-0.60%	(117,520)	-39.12%
PUBLIC SERVICES	454,204	468,895	465,109	14,691	3.13%	10,905	2.34%	2,724,029	2,824,187	2,813,310	100,158	3.55%	89,281	3.17%
PUBLIC LIBRARY	251,114	250,138	248,811	(976)	-0.39%	(2,304)	-0.93%	1,434,016	1,489,895	1,375,621	55,879	3.75%	(58,395)	-4.24%
PARKS & LEISURE SERVICES	355,874	341,904	337,549	(13,970)	-4.09%	(18,325)	-5.43%	2,293,366	1,985,982	1,966,462	(307,384)	-15.48%	(326,904)	-16.62%
TOTAL EXPENDITURES	4,441,315	4,578,112	4,315,655	136,797		(125,661)		35,442,016	35,185,053	32,513,913	(256,963)		(2,928,102)	
SURPLUS / (DEFICIT)	(439,099)	(55,528)	111,061	(383,571)		(550,161)		13,410,575	8,461,156	12,322,148	4,949,419		1,088,427	



**Vestavia Hills
City Council Minutes
April 8, 2024
6:00 PM**

1. Call to Order

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

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, City Councilor Kimberly Cook, City Councilor Paul Head, City Councilor George Pierce

MEMBERS ABSENT: Mayor Pro-Tem Rusty Weaver

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Clerk; Rebecca Leavings, City Clerk; Jason Hardin, Asst. Police Chief; Melvin Turner, Finance Director; Lori Beth Kearley, Public Works Director; Christopher Brady, City Engineer; Tommy Hale, Deputy Fire Chief; Keith Blanton, Building Safety Director*

3. Invocation - Chaplain Sam Williamson

4. Pledge Of Allegiance

5. Approval Of The Agenda

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

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

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

6. Proclamation for Day of Prayer and Thanksgiving

The Mayor presented a Proclamation designating April 16, 2024, as "Day of Prayer and Thanksgiving." Mr. Downes read the Proclamation aloud and the Mayor presented it to Michelle Hawkins, President, Vestavia Hills Chamber of Commerce. The Mayor thanked the Chamber for hosting the Dogwood Prayer Breakfast event to commemorate the Day of Prayer and Thanksgiving. The keynote speaker this year is Anna Curry Gualano, the Mayor's daughter.

Mrs. Hawkins stated that this is a special event each year and that tickets are available through the Chamber of Commerce.

7. Announcements, Candidates and Guest Recognition

- Mrs. Cook stated that this afternoon was the deadline to submit an application for the upcoming vacancy on the Vestavia Hills Board of Education. She read the names of the applicants: Rhoda Kattus, Lynn Worley, Amber Terakedis, Rachel Jordan, Leslie Claybrook and Michael "Brent" Von Kanel. She stated that the interview times and dates are posted on the city's website. The new board member appointment will be announced at the next meeting of the Council on April 22.
- Mrs. Cook welcomed Connor Leahy, Boy Scout Troop 76, from Liberty Park to the meeting. He was attending the meeting as a requirement for his Citizenship in the Community merit badge.
- Mr. Pierce recognized Erin Holt attending via Zoom representing the Chamber of Commerce Board. The regular luncheon for the Chamber is this week with keynote speaker Allison Black Cornelius, Greater Birmingham Humane Society.
- Mayor Curry stated that, recently, there were seven Boy Scouts from Troop 4 that were awarded their Eagle Scout rank. Their names were Alex Fouts, Noah Fouts, Henry Jackson, Matthew Kyle, Thomas Patton, Wyatt Wallis and Andrew Wilson.
- Mr. Head stated that the Parks and Recreation Board will meet at 7:30 AM on April 16, 2024, at the Vestavia Hills Civic Center.

8. City Manager's Report

- Mr. Downes stated that last week marked the mid-point of the fiscal year and his staff is constantly measuring performance against the budgeted goals for the year. He detailed some of the outstanding performance measures for the Council.

9. Councilors' Reports

- Mr. Pierce stated that the work beginning on all the City projects is exciting and the progress being made is outstanding. Mr. Downes pointed out that all of those projects are collaborations with other entities.
- Mrs. Cook stated that last Thursday, she hosted a Coffee with a Board Member. She was joined by four members of the Board of Education. Members of the public can find an article about what she learned from the conversation posted on her Councilwoman Facebook page.

10. Financial Reports - Melvin Turner III, Finance Director

Melvin Turner, III, Finance Director, presented the financial reports through February 2024. He read and explained the balances.

11. Approval Of Minutes - March 21, 2024 Regular Meeting Minutes

The Mayor announced that the minutes of March 21, 2024, are being presented for approval. He opened the floor for a motion.

MOTION: Approve the minutes of the March 21, 2024, regular meeting as presented. Motion By: Kimberly Cook. Seconded By: George Pierce.

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

Old Business (Public Hearing)

12. Public Hearing - Ordinance Number 3211 - Rezoning - 4533 Pine Tree Circle; Lot 20, Topfield Subdivision; Rezone from Vestavia Hills R-1 (low-density residential) to Vestavia Hills O-1 (professional office district) with conditions; Kathryn Gentle, Owner

MOTION: Approve Ordinance Number 3211 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

The Mayor stated that this was a request for rezoning for use as a professional office building. He read the recommendation of the Planning and Zoning Commission, which recommended the rezoning with conditions. The conditions of the zoning were, as follows: (1) said zoning is limited solely for the use of professional offices only as defined in the Vestavia Hills Zoning Code, as amended; and (2) if the existing building on the property were demolished or destroyed for any reason, any new building shall be limited to two stories and shall be built in a residential style as approved by the City's Design Review Board; and (3) that said zoning shall not become effective until issuance of a Certificate of Occupancy for a professional office building as approved by the City's Building Official, Fire Marshal and Zoning Official and submitted to the Office of the City Clerk.

Kathryn Gentle was present in regard to this request.

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

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

No: None. Abstain: None. Motion passed.

New Business

13. Resolution Number 5508 - A Resolution Authorizing The City Manager To Reinvest Emergency Reserve Funds At PNC Bank.

MOTION: Approve Resolution Number 5508 as presented. Motion by: George Pierce. Seconded by: Kimberly Cook.

Mr. Downes explained that the Finance Director recently researched area banks for the best return on investment of the City's Emergency Reserve funds. It is the Finance Director's recommendation to utilize PNC.

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

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

No: None. Abstain: None. Motion passed.

14. Resolution Number 5509 - A Resolution Authorizing The City Manager To Issue A Refund On Sales Taxes Which Were Remitted To The City In Error

MOTION: Approve Resolution Number 5509 as presented. Motion by: Kimberly Cook. Seconded by: George Pierce.

The Mayor explained that this vendor had submitted sales taxes to the City in error and this is a request for a refund. The Finance Director has reviewed the request and recommends the refund.

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

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

No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

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

15. Ordinance Number 3217 - An Ordinance to declare certain real property as surplus and authorize the Mayor and City Manager to execute all documents necessary to convey said property

16. Citizens Comments

- None.

17. Time Of Adjournment

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:26 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



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

April 22, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Ordinance Number 3217 - An Ordinance to declare certain real property as surplus and authorize the Mayor and City Manager to execute all documents necessary to convey said property

Background:

When surveys were conducted for the Wald Park Community Spaces improvements, it was found that a slight encroachment had been made upon construction of a private swimming pool on an adjacent property owned by Mr. and Mrs. Rusty Fuller. Following much discussion, it was determined that the Fullers' wish to purchase that portion of property and resurvey both to clean property lines and end any encroachments. This ordinance declares that portion of property as surplus and authorizes the Mayor and City Manager to convey it at the value as determined by the Jefferson County Tax Assessor market value of the property.

Recommendation:

Recommend approval to clean up property lines.

Fiscal Impact:

na

Attachments:

1. Ordinance 3217

ORDINANCE NUMBER 3217

AN ORDINANCE TO DECLARE REAL PROPERTY AS SURPLUS AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE DOCUMENTS NEEDED TO CONVEY SAID PROPERTY

WHEREAS, William Russell “Rusty” Fuller, Jr., and wife, Judith P. Fuller own and reside on the property situated at 1119 Winchester Cove in the City of Vestavia Hills, Alabama and consists of several parcels of property included some previously vacated rights-of-way; and

WHEREAS, the City of Vestavia Hills is the owner of Lot 2, Wald Park Survey No. 2 as recorded in Map Bok 254, Map Page 44, in the Probate office of Jefferson County, Alabama; and

WHEREAS, the Fullers constructed an inground fenced swimming pool on their property sometime after moving into their new home; and

WHEREAS, during the Community Spaces projects to renovate Wald Park, surveys were conducted and it was discovered and an inadvertent encroachment into Lot 2, Wald Park Survey No. 2 had occurred during construction of the pool on the Fuller property. A copy of said encroachment is detailed in Exhibit A, attached to and incorporated into this Ordinance 3217 as if written fully therein; and

WHEREAS, the Fullers are desirous to end the encroachment and purchase the property from the City; and

WHEREAS, the City Manager, in coordination with the City’s project manager, have determined that the encroachment has not affected any of the improvements to the Wald Park project, which is almost completed and that the encroachment can be declared as surplus property; and

WHEREAS, the market value of the property in Lot 2, Wald Park Survey No. 2 is determined by the square footage divided by the market value. The total land value of said property as determined by the Jefferson County Tax Assessor is \$511, 200 in the 2023 valuation. The total square footage of the parcel is 115,148.2 square feet resulting in the per square foot value of \$4.40 per square foot (\$511,200/116148.2 SF); and

WHEREAS, the total encroachment is 1,387 square feet which makes the total valuation of said parcel to be \$6,102.80 (\$4.40 X 1,387 SF); and

WHEREAS, the Mayor and City Council feel it is in the best public interest to declare the encroachment as surplus property, resurvey the property, convey the encroachment to the Fullers and clean up the property lines of both parties.

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

1. The inadvertent encroachment by the Fuller pool as detailed in the attached Exhibit A is hereby declared as surplus; and
2. The market value of the 1387 SF encroachment is deemed to be valued by the City Council at a cost of \$6,102.80; and
3. The Mayor and City Manager are hereby authorized to execute and delivery any and all documents required to resurvey and convey the property to the Fullers following a resurvey at the Fullers' expense; and
4. This Ordinance Number 3217 shall become effective immediately upon adoption and approval following posting/publication pursuant to Alabama law.

ADOPTED and APPROVED this the 22nd day of April, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

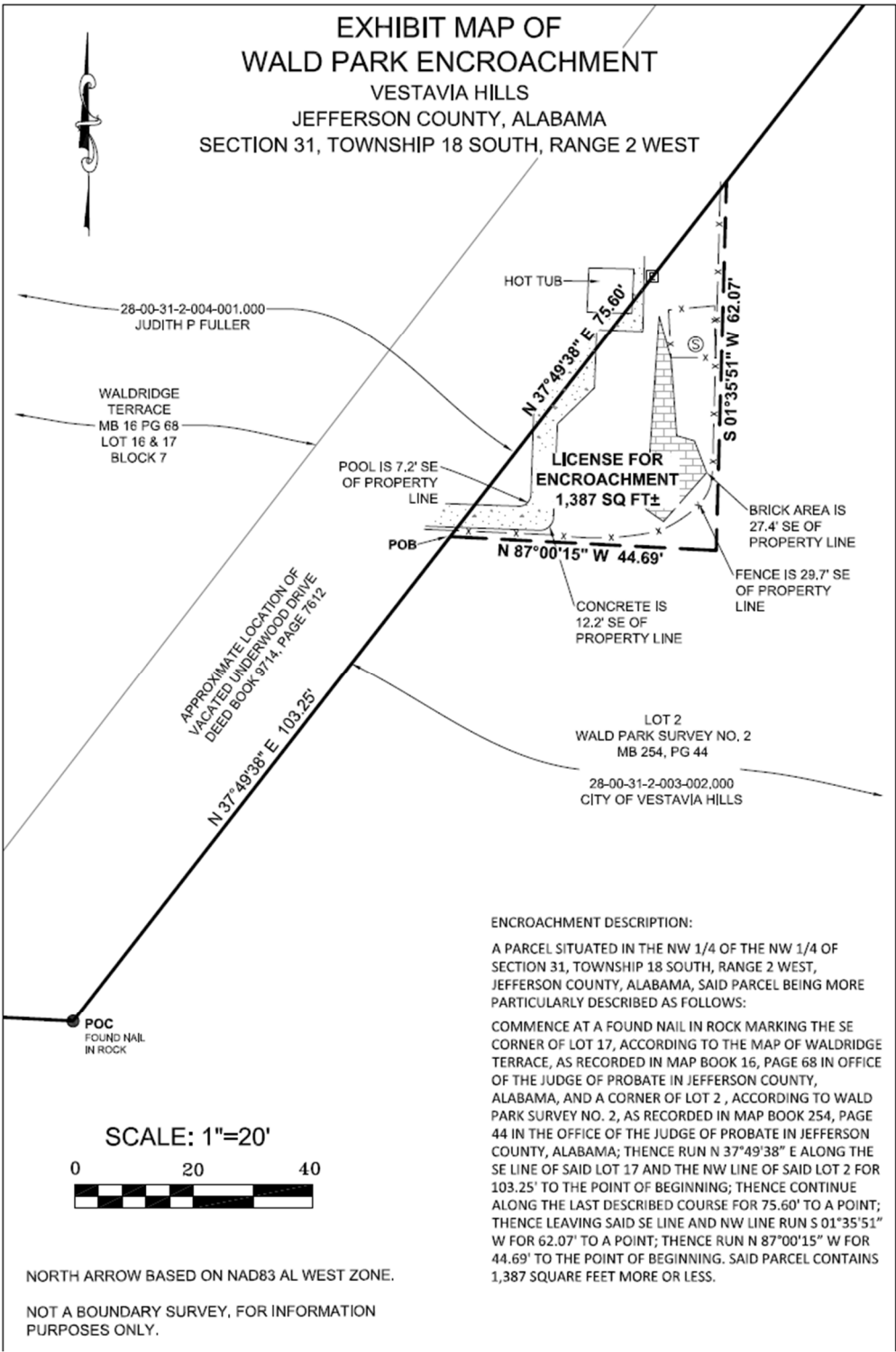
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3217 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 22nd day of April, 2024, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



Fuller Property Encroachment value:

Total Land Value: \$511,200

Total Square footage of parcel: 116,148.2

Total value per square foot (511,200/116148.2): \$4.40

Total Square footage of encroachment: 1,387 SF

Market Value (\$4.40 X 1,387): \$6,102.80



PARCEL #: 28 00 31 2 003 002.000
OWNER: VESTAVIA HILLS CITY OF
ADDRESS: 1032 MONTGOMERY HIGHWAY VESTAVIA HILLS AL 35216
LOCATION: 1211 UNDERWOOD DR VESTAVIA HILLS AL 35216

Baths: **0.0** H/C Sqft: **0**
18-018.0 Bed Rooms: **0** Land Sch: **A113**
Land: **511,200** Imp: **0** Total: **511,200**
Acres: **0.000** Sales Info: **\$0**

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

Tax Year : 2023 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: STC2 DISABILITY CODE:
MUN CODE: 20 VESTAVIA HILLS HS YEAR: 0
SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 92.6
CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$511,200.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$511,200
CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$511,200]: \$511,200

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	20	\$102,240	\$664.56	\$102,240	\$664.56	\$0.00
COUNTY	2	20	\$102,240	\$1,380.24	\$102,240	\$1,380.24	\$0.00
SCHOOL	2	20	\$102,240	\$838.37	\$102,240	\$838.37	\$0.00
DIST SCHOOL	2	20	\$102,240	\$0.00	\$102,240	\$0.00	\$0.00
CITY	2	20	\$102,240	\$5,040.43	\$102,240	\$5,040.43	\$0.00
FOREST	2	20	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	20	\$102,240	\$1,543.82	\$102,240	\$1,543.82	\$0.00
SPC SCHOOL2	2	20	\$102,240	\$0.00	\$102,240	\$0.00	\$0.00

TOTAL FEE & INTEREST: (Detail) \$15.00

ASSD. VALUE: \$102,240.00

\$9,467.42

GRAND TOTAL: \$15.00

FULLY PAID



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

April 22, 2024

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Jason Hardin, Deputy Police Chief

RE: Resolution Number 5510 - A Resolution approving an On-Premise Special Events Liquor License for Slice LLC d/b/a Wing Dings 2024; Christopher S. Bajalieh and Jason B. Bajaleih, executives

Background:

Wing Ding is an annual event held at the Vestavia Hills City Hall and typically includes a vendor who holds a current alcohol license at a business in the City to sell and serve beer on-premise. This year the vendor is Slice Pizza LLC.

Recommendation:

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

XXXX	<i>Application cleared by P.D.</i> This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests
------	--

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

Fiscal Impact:

na

Attachments:

1. Resolution 5510
2. SKM_C360i24040811070

RESOLUTION NUMBER 5510

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR SLICE LLC D/B/A WING DING 2024;
CHRISTOPHER S. BAJALEIH AND JASON B.
BAJALIEH, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Slice LLC d/b/a Wing Ding 2024, located at 1032 Montgomery Hwy, Vestavia Hills, Alabama, for the on-premise sale of 140 - Special Events Retail; Christopher S. Bajaleih and Jason B. Bajalieh, executives.

APPROVED and ADOPTED this the 22nd day of April, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405150244620

Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 **County:** \$150.00

Type License:

State: **County:**

Trade Name: WING DING 2024

Filing Fee: \$50.00

Applicant: SLICE LLC

Transfer Fee:

Location Address: 1032 MONTGOMERY HWY VESTAVIA HILLS, AL 35216

Mailing Address: 725 29TH ST S BIRMINGHAM, AL 35233

County: JEFFERSON **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: LR201007 1962

Do you sell Draft Beer?:

Date Incorporated: 08/20/2010 **State incorporated:** AL

County Incorporated: JEFFERSON

Date of Authority:

Federal Tax ID: 36-4687505

Alabama State Sales Tax ID: R009366085

Name:	Title:	Date and Place of Birth:	Residence Address:
CHRISTOPHER SALEH BAJALIEH 6073771 - AL	MEMBER	08/30/1976 BIRMINGHAM, AL	5016 10TH COURT S BIRMINGHAM, AL 35222
JASON BRIAN BAJALIEH 9327356 - AL	MEMBER	06/29/1980 BIRMINGHAM, AL	3023 WEATHERTON DR BIRMINGHAM, AL 35243

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

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

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

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

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

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES

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

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

Contact Person: DENISE KOCH

Business Phone: 205-410-8776

Fax:

Home Phone: 205-410-8776

Cell Phone: 205-410-8776

E-mail: DLOVOYKOCH@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405150244620

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

Name of Property owner/lessor and phone number: CITY OF VESTAVIA HILLS 205-978-0195

What is lessors primary business? MUNICIPALITY

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

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

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 99999 Display Square Footage:

Building seating capacity: 99999 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: OTHER

Number of licenses in the vicinity: 0 Nearest: 0

Nearest school: 0 miles Nearest church: 0 miles Nearest residence: 0 miles

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
CHRISTOPHER BAJALIEH	POSSESSION OF CONTROLLED SUBSTANCE 8/04/2005	BIRMINGHAM PD	ATTENDED CLASSES
JASON BAJALIEH	POSSESSION OF MARIJUANA 2ND DEGREE 03/01/2008	VESTAVIA HILLS PD	DISMISSED
CHRISTOPHER BAJALIEH	POSSESSION OF MARIJUANA- OWN USE 10/23/1997	JEFFERSON CO SO	DISMISSED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405150244620

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 04/27/2024 Ending Date: 04/27/2024

Special terms and conditions for special event/special retail:

ALCOHOL IS TO STAY WITHIN THE LICENSED AREA(S) OF THE EVENT.
LICENSE IS NON-RENEWABLE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: JASON AND CHRIS BAJALIEH OWN AND OPERATE OTHER SLICE RESTAURANTS.

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: JASON AND CHRIS BAJALIEH OWN AND OPERATE OTHER SLICE RESTAURANTS.

License Covers: PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?: ALCOHOL IS TO STAY WITHIN THE LICENSED AREA(S) OF THE EVENT. LICENSE IS NON-RENEWABLE.

Additional Violations:

Name: JASON BAJALIEH | Violation & Date: POSSESSION OF MARIJUANA 1ST DEGREE

06/06/2000

Arresting Agency: TUSCALOOSA CO SO | Disposition: PARDONED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

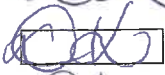


Confirmation Number: 20240405150244620

Initial each



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



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



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



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



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



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



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



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

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



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

Applicant Name (print):

Denise Hoch

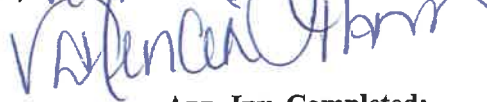
Signature of Applicant:



Notary Name (print):

Valencia Johnson

Notary Signature:



Commission expires:

4/22/26

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20240405150244620**
Application Payment Confirmation Number: 99152282

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
			\$0.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL

License Type 2:

License County: JEFFERSON

Business Type: LLC

Trade Name: WING DING 2024

Applicant Name: SLICE LLC

Location Address: 1032 MONTGOMERY HWY
VESTAVIA HILLS, AL 35216

Mailing Address: 725 29TH ST S
BIRMINGHAM , AL 35233

Contact Person: DENISE KOCH

Contact Home Phone: 205-410-8776

Contact Business Phone: 205-410-8776

Contact Fax:

Contact Cell Phone: 205-410-8776

Contact Email Address:

Contact Web Address:

Contact Relationship to Applicant: POA

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20240405150244620

Application Payment Confirmation Number: 99152282

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

Application Information

Application Type: APPLICATION

License Type 1: 140 - SPECIAL EVENTS RETAIL

[Continue](#)

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.4

RESOLUTION NUMBER 5511

**A RESOLUTION APPOINTING A MEMBER OF THE
VESTAVIA HILLS BOARD OF EDUCATION FOR A
TERM OF FIVE YEARS**

WITNESSETH THESE RECITALS:

WHEREAS, Section 11-16-3, Code of Alabama, 1975, provides that the City Council shall appoint members of the City Board of Education to serve for a term of five (5) years; and

WHEREAS, the five-year term of Jaclyn Hudson as a member of the Vestavia Hills Board of Education expires in June 2024; and

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

1. The City Council does hereby elect and appoint _____ as a member of the Vestavia Hills Board of Education for a term of five (5) years, beginning with the first regularly scheduled meeting of the Vestavia Hills Board of Education in June 2024 at 4:00 PM on the date of the first regularly scheduled meeting of the Board in June and ending at 4:00 PM on the date of the first regularly scheduled meeting of the Board in June of the year 2029; and

2. This Resolution shall become effective upon the approval and adoption by the City Council of the City of Vestavia Hills, Alabama.

RESOLVED, DONE, ORDERED, APPROVED and ADOPTED, on this the 22nd day of April, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



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

April 22, 2024

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc: Jamie Lee, Parks and Leisure Services Director
Lori Beth Kearley, Public Services Director

RE: Ordinance Number 3218 - An Ordinance authorizing the City Manager and Mayor to execute a professional service contract for the design of a Veteran's Memorial to be located at Altadena Valley Park and provide a supplemental appropriation for funding of said contract

Background:

As supported by the City Council's strategic plan, a scope and fee proposal has been received from Renta Land Design for the purpose of schematic design services, design development documents, construction documents and construction administration to develop a plan and construction documents associated with a Veteran's Memorial to be located at Altadena Valley Park. The schematic design options will be presented to the City Council for consideration and input. After approval of a design, construction estimates and funding plans will be developed. This project will require a competitive bid process in its execution with ultimate implementation consideration of the City Council taking place in the potential award of the bid.

Recommendation:

Given the early identification of funding partners for project construction purposes and the collective strategic support of the City Council, it is recommended to move forward with the establishment of a firm vision for the memorial as the City of Vestavia Hills does not currently have such a place of honor for those individuals who provided the ultimate sacrifice for our country.

Fiscal Impact:

The fee proposal from Renta Land Design is \$17,050.00 with the possibility of third party consultant expenses as referenced in the proposal. The expense associated with this project will require a supplemental appropriation from the City Council as it is not a budgeted item. The funding should be derived from the City Capital Projects Fund (Fund 20) and should grant the authority to fund the entire scope of work in the Renta proposal to include any required reimbursable expenses from subconsultants. The contract will utilize the City's standard form professional services agreement as approved by its City Attorney.

Attachments:

1. Ordinance 3218
2. Renta Scope and Fee Proposal 4-2024
3. FORM CONTRACT for Professional Engineering Services

ORDINANCE NUMBER 3218

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO ACCEPT A SCOPE AND FEE PROPOSAL FROM RENTA LAND DESIGN FOR SCHEMATIC DESIGN OPTIONS OF A VETERAN'S MEMORIAL AT ALTADENA VALLEY PARK

WHEREAS, the Mayor and City Council are desirous of locating a Veteran's Memorial at the Altadena Valley Park ("the Park"); and

WHEREAS, in order to explore the viability of locating such a memorial at the Park, schematic designs are needed to determine the scope, cost, etc., of said project; and

WHEREAS, Renta Land Design has submitted a proposal of professional services ("the Proposal") in order to provide schematic design services, design development documents, construction documents and construction administration to develop a plan and construction documents associated with a Veteran's Memorial, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3218 as if written fully there; and

WHEREAS, the schematic design options will be presented to the City Council for consideration and input at a later date; and

WHEREAS, following approval of a design, construction estimates and funding plans will be developed. This project will require a competitive bid process in its execution with ultimate implementation consideration of the City Council taking place in the potential award of the bid; and

WHEREAS, given the early identification of funding partners for project construction purposes and the collective strategic support of the City Council, it is recommended to move forward with establishment of a firm vision for the memorial as the City of Vestavia Hills does not currently have such a place of honor for those individuals who provided the ultimate sacrifice for our country; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the Proposal as presented.

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

1. The Mayor and City Manager are hereby authorized to execute and accept the scope and fee proposal as detailed in the attached Exhibit A at an amount not to exceed \$17,050.00; and
2. The funding for said fees shall be expensed from the City's Capital Funds Budget; and
3. This Ordinance Number 3218 shall become effective immediately upon approval following posting/publishing as required by Alabama law.

ADOPTED and APPROVED this the 22nd day of April, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance number 3218 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 22nd day of April, 2024 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2006.

Rebecca Leavings
City Clerk

April 1, 2024



Jeff Downes
City Manager, City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216
jdownes@vhal.org 205.978.0195

RE: Altadena Valley Park Veterans Memorial - Landscape and Hardscape Design; Vestavia Hills, AL (VEST-2401)

Dear Jeff,

Thank you for the opportunity to present this proposal. This agreement is by and between Renta Urban Land Design (RULD) and the City of Vestavia Hills, AL. (Client). RULD will provide professional Master Planning, Hardscape Design, and Landscape design services for the proposed Veterans Memorial addition to Altadena Valley Park to comply with City and other governing bodies' regulations and guidelines.

SCOPE OF SERVICES

It is our understanding we are to assist you, the City Staff, and the Park and Recreation Board in designing a new Veterans Memorial to be located at Altadena Valley Park at the northern entrance as previously discussed.

Upon signed approval of this proposal and receipt of appropriate civil engineering and architectural drawings from Client, RULD will provide contract documentation, including plans and specifications for aspects of the project to include the following scope items:

- Hardscape and Landscape design for monument meeting all building and ADA codes and ordinances.
- Supplemental exhibits as requested, to include park/neighborhood connectivity illustrations and a conceptual landscape plan.
- Development of finished grading adjacent to monument and accessible connections to newly created paths.
- Landscape planting plans, schedules, details, and specifications.
- Irrigation plans, details, and specifications.

PROCEDURE

SCHEMATIC DESIGN

RULD agrees to prepare Schematic Design Documents consisting of drawings, color presentation boards and other items necessary to define the scope as outlined by the Client. Additionally, RULD will:

- Assist in the revision of the overall Site Master Plan and its' relationship to traffic and pedestrian circulation.
- Develop an overall Landscape Plan indicating proposed landscape, amenities and irrigation for vehicular entrances and parking fields to meet the requirements.
- Collaborate on the development of the hardscape elements and elevations of the entire project, indicating proposed hardscape features such as site walls, paving, site lighting, and site furnishings.
- Collaborate with other consultants (i.e. civil engineer, lighting).

**Two meetings are included in this phase.*

DESIGN DEVELOPMENT

Based upon the approved Schematic Design documents and authorized adjustments to the program, schedule and budget, RULD will prepare Design Development Documents with graphics and related documentation as required. The following tasks will include:

- Review updated Layout Plan as necessary.
- Prepare Design Development Drawings of the site landscape and irrigation plans indicating the final design for the client and any necessary submittals for approval.
- Prepare elevations, sections and details indicating the final hardscape design for the site.
- Assist in the preparation and updating of the design budget estimate.
- Material selection.
- Provide amenity selection (i.e. planters, benches).
- Develop Irrigation Limits/sleeving Plan.

**Two design meetings for review are included in this phase.*

CONSTRUCTION DOCUMENTS

Based on your approval of the Design Development Drawings and any adjustments in the scope of the project directed at this time, RULD agrees to prepare Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all information necessary for installation of the work, including the following:

- Demolition plan.
- Sediment control plan.
- Hardscape plans, details, and specifications adjacent to all areas, to include detailed information specifying layout of paving patterns, landscape planter locations, exterior furniture specifications and locations, and layout of other appropriate amenities. All site lighting plans by RULD are incidental and used for material selection and location purposes only. All photometrics and circuitry to be designed by others with coordination with RULD. Parking lot and street lighting for pedestrian and vehicular safety to be designed by others.
- Plans, details and dimensions necessary for the layout of all landscape improvements.
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.).

- The exact quantity, location, and spacing of all plant material.
- Specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work.
- Provide final cost estimates.
- A complete irrigation limits/sleeving plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our limits plan for approval ourselves.
- Coordinate with Architects, Civil Engineers, Lighting and signage if necessary.
**Two meetings for final design approval and coordination are included in this phase.*

CONSTRUCTION ADMINISTRATION

RULD will perform the following construction administration activities:

- Attend pre-bid conference, assist in the solicitation of bids and the selection of contractors, and assist with the analysis of bids and preparation and award of contracts.
- Prepare sketches or other documents covering proposed changes or corrections in the Work for the Client's review. Scope changes requiring changes to the Construction Documents are considered Additional Services.
- Prepare and distribute clarifications, detailing, and minor changes in the Work necessary to clarify or supplement the Construction Documents.
- Tag and approve selected samples of all proposed plant material. This selection/approval will occur at tree farms and/or nurseries prior to shipment of material.
- Review and evaluate Contractor's Application for Payment based on observations at the site and on the data comprising the Application for Payment.
- Recommend to the Owner that work not conforming to the Contract Documents be rejected.
- Review and approve Contractor's submittals, which include shop drawings, product data and samples.
- Review Change Orders and Construction Change Directive for the Owner's approval and execution.
- Conduct 4 (four) site observations, as necessary, to determine the date of Substantial Completion of the project and prepare a punchlist of incomplete work. On the basis of its observations while at the site, RULD will keep Client informed of the progress of construction. RULD may recommend to Client the rejection of work failing to conform to the contract documents.
- Conduct one final site observation to confirm completion of punchlist items necessary for final completion of the Project.
- Review and transfer the Contractor's closeout documents required by the Contract Documents.

EXCLUSIONS TO SCOPE OF SERVICES

Client will provide the following information or services as required for performance of the work. RULD assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should RULD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as extra services.

- A. Soils testing and/or engineering.
- B. Site survey and/or as-built drawings.

- C. Sediment control plans.
- D. Electrical plans associated with site lighting and lighting at buildings.
- E. Design and bidding of restroom facility.

FEES AND TERMS

Based on the scope of services described above we anticipate the process to take 6-8 weeks from acquisition of base information from Client. **Services described above shall be provided for the sum(s) listed below** in accordance with the terms and conditions in Appendix "A" attached hereto and which is incorporated and made part of this Agreement by reference. The specified construction documents are included in this amount.

Schematic Design Services (15%):	\$ 2,557.50
Design Development Documents (25%):	\$ 4,262.50
Construction Documents (45%):	\$ 7,672.50
Construction Administration (15%):	\$ 2,557.50
TOTAL:	\$ 17,050.00

If exclusions from above are to be added, RULD will provide the engineering and/or design services at the fee obtained by the subconsultants plus 10%.

Reimbursable Expenses will be billed as identified in Appendix A.

This proposal is good for 30 days from date above.

I would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,



Tony Renta, ASLA
Renta Urban Land Design, LLC

Accepted: Jeff Downes
City of Vestavia Hills, AL

By: _____

Date: _____

Appendix "A"

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES:

Personnel time for additional services covered under this contract will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Architect Rate Schedule

• Senior Principal	\$ 185.00 per hour
• Principal	\$ 165.00 per hour
• Senior Landscape Architect	\$ 150.00 per hour
• Landscape Architect/Project Manager	\$ 125.00 per hour
• Designer II	\$ 105.00 per hour
• Designer I	\$ 85.00 per hour
• Administrative	\$ 65.00 per hour

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent (15%). These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel - (Vehicle Travel will be reimbursed at 1.2 times federal rate)

Payment

Services rendered in accordance with this proposal and contract for services will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Consultant may, without legal consequences, suspend services until payment is received.

A late fee of 1.5% per month will be charged to the client for invoiced amounts not received within 60 days of Client's receipt of invoice. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the invoice.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement.

STATE OF ALABAMA
JEFFERSON COUNTY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH THESE RECITALS:

WHEREAS, the City is planning to make public improvements by

(“project”), which is a public works project within the meaning of Alabama law set forth at Title 39-2-1(6), *Code of Alabama, 1975*; and

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

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

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

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

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

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

I. SCOPE OF THE WORK

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

II. CONTRACT AMOUNT

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

III. PAYMENT OF CONTRACT AMOUNT

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

IV. CONTRACT TIME

The contract time shall be _____ (_____) days.

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

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

V. INDEMNIFICATION

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

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

VI. INSURANCE

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

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

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

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

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

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

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

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

2. Additional Requirements for Commercial General Liability Insurance:

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

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

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

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

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

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

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

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

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

(b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

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

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

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

VII. ADDITIONAL INSUREDS

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

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

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

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

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

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

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

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

VIII. INDEPENDENT CONTRACTOR

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

IX. ASSIGNMENT

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

X. PERMITS, LAWS, CODES AND ORDINANCES

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

XI. COMPLIANCE WITH APPLICABLE LAWS

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

XII. PROTECTION OF UNDERGROUND UTILITIES

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

XIII. IMMIGRATION LAW

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

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

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

XV. MISCELLANEOUS:

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

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

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

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

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

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

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

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

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

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

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

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

ENGINEER:
Insert name of company _____

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

April 22, 2024

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None