Vestavia Hills
City Council Agenda
March 13, 2023
6:00 PM

1. Call to Order
2. Roll Call
3. Invocation - Butch Williams, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager's Report
8. Councilors' Reports
9. Approval Of Minutes - February 16 & 17, 2023 (Strategic Planning Work Session) and February 27, 2023 (Regular Meeting)
10. Financial Reports - Melvin Turner, III, Finance Director

Old Business

11. Public Hearing - Resolution Number 5443 - A Resolution Authorizing the City Manager to take the Actions Necessary to Obtain Needed Vehicles for Police Administration through a Vehicle Leasing Service

New Business

12. Ordinance Number 3152 - An Ordinance authorizing the Mayor and City Manager to execute and deliver renewal agreements with Avenu Insights & Analytical, LLC
13. Resolution Number 5446 - A Resolution to support ALDOT project IM-1065(533) Pavement Rehabilitation on I-65
14. Ordinance Number 3168 - An Ordinance authorizing the Mayor and City Manager to execute an automatic aid agreement with Mountain Brook
15. Ordinance Number 3169 - An Ordinance Amending Ordinance Number 2849 authorizing the Mayor and City Manager to execute and deliver a License Agreement for fire training facility

16. Resolution Number 5447 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property

New Business Requesting Unanimous Consent

17. Public Hearing - Ordinance Number 3166 - An Ordinance accepting a bid for the environmental remediation and demolition of a City-owned structure located at 1485 Montgomery Highway by Complete Demolition Services, LLC and authorizing the Mayor and City Manager to execute any and all documents required to secure contracts associated with said actions

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

18. Public Hearing - Resolution Number 5442 - A Resolution authorizing a new support structure in the right-of-way adjacent to 2285 Sterling Ridge Circle; 1601 Gentilly Drive; 2500 Chatwood Road; 181 Castlehill Drive; Acquanetta Love, Crown Castle, representing
19. Public Hearing - Resolution Number 5445 - Deannexation - 25' wide corridor of Lot 1, The Bray at Liberty Park, First Addition adjacent to Interstate Number 459 to relocate a Birmingham corridor around said Lot 1
20. Public Hearing - Ordinance Number 3155 - Annexation - 90 day final - 2608 Rillwood Road; Lot 9, Altadena Park; Andrew Davis
21. Public Hearing - Ordinance Number 3156 - Rezoning - 2608 Rillwood Road; Lot 9, Altadena Park; Rezone from Jefferson County E-1 to Vestavia Hills E-2; Andrew Davis, owner
22. Public Hearing - Ordinance Number 3157 - Annexation - 90 day final - 2594 Acton Road; Lot 2, Altadena Valley Country Club, Fairway Sector; Al and Patricia Foster, owners
23. Public Hearing - Ordinance Number 3158 - Rezoning - 2594 Acton Road; Lot 2, Altadena Valley Country Club, Fairway Sector; Rezone from Jefferson County A-1 (agriculture district) to Vestavia Hills R-2 (medium density residential district); Al and Patricia Foster, owners
24. Public Hearing - Ordinance Number 3159 - Annexation - 90 day final - 2401 Rocky Ridge Road; Lot 9, Buckhead, 1st Sector; Charles Kessler, owner
25. Public Hearing - Ordinance Number 3160 - Rezoning - 2401 Rocky Ridge Road; Lot 9, Buckhead, 1st Sector; Rezone from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district); Charles Kessler, owner
26. Public Hearing - Ordinance Number 3161 - Annexation - 90 day final - 2565 Rocky Ridge Road; Grace Covenant Baptist Church, owner(s)
27. Public Hearing - Ordinance Number 3162 - Rezoning - 3565 Rocky Ridge Road - Rezone from Jefferson County Inst (institutional district) to Vestavia Hills Inst (institutional district); Grace Covenant Baptist Church, owner(s)
28. Public Hearing - Ordinance Number 3163 - Annexation - 90 day final - 1420 Branchwater Circle, Leon R. Gorman, Jr., owner(s)
29. Public Hearing - Ordinance Number 3164 - Rezoning - 1420 Branchwater Circle - Rezone from Jefferson County E-2 to Vestavia Hills R-1, Leon R. Gorman, Jr., owner(s)

30. Public Hearing - Ordinance Number 3165 - An Ordinance authorizing the Mayor and City Manager to execute and deliver a Master Services and License Agreement with Ebix, Inc., for the management of claims and risk data

31. Public Hearing - Ordinance Number 3167 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement with International Fire for fire safety inspection services for the City Hall, VHPD, and Civic Center

32. Citizens Comments

33. Time Of Adjournment

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

Due to the COVID-19 safety advice given by the ADPH, the City Council work sessions and meetings are available via video-conference and teleconference. If you choose not to attend in person, you may still participate. Following are instructions for three options to participate remotely.

COMPUTER PARTICIPATION *(view/participate in real time)*

To participate in by videoconference, click https://us02web.zoom.us/j/5539517181. When the Zoom.us window opens in your browser, click "Allow" so that the page may open to a waiting room. The host will open the meeting and bring all into the meeting room 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 "Raise Hand" 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.

Using the icons on the Zoom screen, you can:

- Mute/unmute your microphone (far left)
- Turn on/off camera ("Start/Stop Video")
- View Participants – opens a pop-out screen that includes the "Raise Hand" icon that you may use to raise a virtual hand
- Change your screen name displayed in the participant list and video window
- Toggle between "speaker" and "gallery" views – "Speaker view" shows the active speaker; "Gallery view" tiles all of the meeting participants

TELEPHONE PARTICIPATION *(view/participate in real time)*

To participate by telephone, dial 312.626.6799 and enter the meeting ID: 455 534 3275. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, press *6 on your phone keypad to unmute yourself. 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.

TEXT AND/OR EMAIL *(prior to the meeting or in real time)*

If you do not wish to join the meeting but would like to ask a question or make a statement regarding an item on the agenda, you may email the City Council directly at City.Council@vhal.org. You may also text your question/statement to City Council at 205.517.1370. Both of these options are available prior to and during each work session and meeting. Be sure to provide your name and address for the record and your comments will be recited to the City Council as the corresponding item is being addressed. Note: As a matter of record, your name and address are required. If identification is not provided, your comment/question will not be presented.

Zoom meetings may be recorded. By participating in the meeting, you are consenting to be recorded. 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 ended 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.

CITY OF VESTAVIA HILLS
CITY COUNCIL
STRATEGIC PLANNING WORK SESSION
MINUTES
FEBRUARY 17, 2023

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

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

OTHER OFFICIALS PRESENT:
Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk
Melvin Turner, III, Finance Director
Zach Clifton, Asst. Finance Director
Jason Hardin, Asst. Police Chief
Johnny Evans, Police Captain
Shane Ware, Police Captain
Darrin Estes, IT Director
Marvin Green, Fire Chief
Ryan Farrell, Asst. Fire Chief
Tommy Hale, Fire Department
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Jamie Lee, Director of Parks and Leisure Services
Sandi Wilson, Parks and Recreation
Umang Patel, Court Director
Keith Blanton, Director of Building Safety
Mike Roy, Building Safety Plans Examiner

SESSION ONE – DISCUSS FINANCIAL AND OPERATIONAL RESULTS

Jeff Downes gave a short introduction and explained the purpose of this 2-day strategic planning session. He introduced an informational graphic prepared by Mrs. McCulley and the department heads showing various statistics of actions performed by staff.

Mr. Downes began his presentation by showing the results presented by ETC Institute on the recent Citizen Survey Findings Report. He described the high rankings of areas of the city including overall satisfaction with city services which is higher in this 2022 report than ever before.

Mr. Downes showed information gathered from respondents concerning the City's waste and trash removal services. He stated that this one service is one of the most difficult. Between 2020 and 2022, the City instituted an "expedite" option for pickup of larger items like mattresses, etc. He stated that, to him, this made a difference. The respondents showed an increase in the satisfaction of AmWaste services. On March 1st, there'll be an extra debris removal truck that'll begin running during that time. Mr. Downes stated that with this, his goal is to increase satisfaction on brush removal. He pointed out that the one downturn was in recycling. He stated that he isn't sure if people understand the new recycling services through PowerSouth.

Discussion ensued as to lack of information and understanding to utilize the 2nd pick-up of trash for recycling.

Mr. Downes highlighted the very high rating on the first responder services including fire, paramedic and police responses and services.

Discussion ensued concerning street lighting in the City. Emphasis was noted to study lighting in the City business areas, especially Cahaba Heights. A discussion followed as to interstate lighting along Interstate Highways 65 and 459. Mr. Downes stated that Mr. Davis is working with ALDOT, Hoover and Birmingham to get the lighting fixed and back on.

Mr. Downes then reviewed the Action Center data and indicated that these are being integrated into the transparency portal.

Mrs. Cook noted that in slide Q.30, 3rd item, in assisting the schools with facilities. She reminded everyone that is not the responsibility of the Council. While it is true that the City does assist when necessary, the responsibility of the school facilities is not the responsibility of the City because there's an opportunity cost. Mr. Downes agreed and highlighted.

Mr. Turner and Mr. Clifton gave the financial overview of the City. He showed the unaudited FY22 financial results of the City and explained the balances.

Mrs. Cook asked if the City is increasing the number of operating days. Mr. Downes stated that the result of operating days increased and is verified in the auditor's documents but he doesn't have it available today at the meeting.

Mr. Turner presented the City's long-term debt and explained the balances. Mr. Clifton presented the FY-23 first quarter results and explained the balances. He explained that the balances are a bit behind last year but most of that is attributed to a delay in funds from the Jefferson County Tax Collector.

Mrs. Cook pointed out the increase in revenues due to inflation is also reflected in an increase in expenses also due to inflation.

In closing, Mr. Downes gave a brief summary of this Session One including a discretionary funding analysis.

SESSION TWO – THE GOAL TO BECOME PAPERLESS

Keith Blanton kicked off Section Two with a presentation of OpenGov and the effects on his department. He showed a presentation on his permits, inspections, etc.

Ms. Leavings showed videos on the new online zoning map, petitions available on OpenGov. Then she showed a first peek at the new Agenda Management software. She explained the ways these have affected her department and the actions saved through digitization.

Mr. Downes finished up the

SESSION THREE – INFRASTRUCTURE AND PARKS IMPROVEMENTS

Kaitlin Braun and William Thomas, Schoel Engineering explained one part of the mast planning effort in stormwater management for their project study area. Discussion ensued relative to the infill development.

Nathan Currie and Becky White, Sain Associates, explained the proposed roundabout at Blue Lake and Sicard Hollow Road. Many designs have been done but no significant changes to the project. A simulation was shown and explained to the Council with two right hand turn lanes in the heaviest movement areas to allow right turns without going into the actual circle. Discussion ensued regarding education to the public on the yield signs, rights-of-way, etc.

Wade Lowery, EDG Engineering, explained some ongoing projects. The first is the Rocky Ridge Road sidewalk project going from Mountain Chapel and connecting on Morgan Drive and then proceeding to Dolly Ridge Road. He indicated they've worked with several property owners along the route. Pedestrian signals will be installed at the Dolly Ridge/Rocky Ridge intersection to allow more pedestrian traffic safety. There was a pre-bid meeting yesterday which was well attended and the project will bid next week.

Mr. Lowery also explained a drainage study analysis for drainage at Fairhaven Drive area. Because of infill construction there's more generated runoff down Fairhaven and into areas behind it. Residents are having considerable issues during some significant events. He explained recommendations they could make to work private/public partnerships, etc., to help alleviate some of the problems. He explained that this study is ongoing and will be presented to Engineering later in the next month or so.

Mr. Davis stated that they were able to identify some projects in conjunction with EDG whereby they replaced a pipe at Midland there's a few very large pipes that they will realign on Overton and down Fairhaven. That will help to mitigate some problems and no result in a shutdown of the road.

During a working lunch, Mr. Davis presented online feedback regarding amendments to the master sidewalk plan. He explained the results and discussion ensued.

The work session adjourned to an outside tour.

At 3:00 PM, the Work Session resumed and the Mayor called it to order.

Mr. Estes, IT Director began his presentation on the IT needs of the City. He explained the upgrades accomplished and the ones that still need to be done. He also explained that fiber is currently being installed to link the new Public Works facility in Cahaba Heights to the City's system.

Mark Gibbs, Facility Manager, explained the condition of the current generators that supply emergency power to the City Hall and other facilities and what's needed to actually power the emergency services should a large outage be encountered.

Asst. City Manager, Cinnamon McCulley, introduced Eden Anderson who came to work with her from the Library. She explained what Ms. Anderson does for her at the moment. She asked if the City is lovable and she says the result of a study that she recently done to make the City a loveable city. She stated that instead of asking people to shop local, what's needed to make the citizens love the City enough to support it through supporting and shopping here. How? To gain partnerships including a group of residents, business leaders, Chamber of Commerce, City Boards, etc., who are all engaged and leading others in the community. Collaboration helps everyone to go further together through combined efforts. One of the first effort was "Twas the Season" with over 30 businesses that participated by having window dressings for the season enticing people to take pictures and post on social media. She explained some opportunities that were entertained during a meeting of these individuals. She explained that she's excited to see more and more events in City and even collaborating with sister cities.

EXECUTIVE SESSION

The Mayor stated that was a need for an executive session for economic development. Mr. Downes explained that the City Attorney did issue an opinion indicating this is an acceptable reason for an executive session. Estimated time would be 30 minutes. There will not be any business following the Executive Session.

MOTION Motion to move into Executive Session for a period estimated at 30 to 45 minutes was by Mr. Pierce and seconded by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes Mr. Head – yes

Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes motion carried.

At 3:45 PM, the Council exited the Chamber and entered into Executive Session. At 4:21 PM the Council re-entered the Chamber exiting Executive Session and the Mayor called the work session back to order.

Motion to recess until tomorrow, 8 AM was by Mr. Pierce. Meeting was recessed to resume Friday morning, February 18, 2023 at 8 AM.

CITY OF VESTAVIA HILLS
CITY COUNCIL
STRATEGIC PLANNING WORK SESSION
MINUTES
FEBRUARY 18, 2023

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

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

OTHER OFFICIALS PRESENT:
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Patrick H. Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk
Melvin Turner, III, Finance Director
Zach Clifton, Asst. Finance Director
Jason Hardin, Asst. Police Chief
Johnny Evans, Police Captain
Shane Ware,
Darrin Estes
Marvin Green, Fire Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Jamie Lee, Director of Parks and Leisure Services
Sandi Wilson, Parks and Recreation
Umang Patel, Court Director*

Keith Blanton, Director of Building Safety
Mike Roy, Building Safety
**present virtually via Zoom or telephone*

SESSION FIVE – MISCELLANEOUS CITY FUNCTIONS

Brian Davis opened up this session by answering questions of the Council concerning areas of the city that might need attention and plans for other areas of the City.

Lori Beth Kearley, Asst. City Engineer, described the First Step Paving Program to provide a more sophisticated approach to paving. Discussion ensued as to Ordinance enforcement and improvement following the street cutting ordinance.

Mrs. Cook stated that the goal at the onset was to repave 15 to 20 streets per year. Mr. Downes explained that with inflation, the cost of milling and repaving a street has reduced the City to 5 miles per year. Although the City has put more than $200,000 to this account, pricing has reduced the mileage. He stated that water flow issues also require that crowning be placed in some unique streets.

Mr. Downes stated that this system has never been used although many area cities use it so he believes this will work better.

Mrs. Cook stated that she wants to make sure that budgeting of street pavement keeps up with paving costs. Discussion ensued. Mrs. Cook stated she believes this is "bread and butter" for the City and is an important expense.

Mrs. Kearley shows areas of the City that require immediate attention for paving. She also reviewed various projects through the City including the Highway 31 pedestrian bridge with an anticipation bid date later in the next few months. She also updated the Council on the Columbiana/Highway 31 Intersection improvements and Massey Road improvement project.

Zach Clifton presented a short video and presented details through OpenGov to allow multi-year total cost of personnel, etc., that's now available in the new OpenGov software. Various scenarios can be studied through the system that removes much of the guesswork from future budgeting.

Jamie Lee, Director of Parks and Leisure Services, gave an overview of plans for various park improvements. He indicated that they are studying the Liberty Park Sports Complex, a 25-year-old facility to see how it can be improved to look more like a newer field including a redesign or additional parking to keep people off of the grass. He stated that they are looking at more walking trails, turf fields and multipurpose fields.

Mr. Lee stated that the most comments he gets in the Action Center are questions about the Byrd Park. The walking track etc., seems to be a key area. Discussion ensued as to the surface preferred for many runners. Mrs. Cook stated that this is at one of the schools and if the tax

increase is successful, maybe there could be a joint agreement for this facility. Mr. Downes stated there are several of these but this is on a rock bed and the conversation has ebbed and flowed with the Board but there's never been a real priority. If the Council finds this as a priority, then more push might be done on this.

Mr. Lee pointed out Sandi Wilson and Melanie Perry, both award winning employees who work closely together and with the seniors of the City. They have worked on enhancing and growing that program. He stated that things are beginning with the opening of the Civic Center and the new Merkel House. He updated the Council on other programming including newly planned activities for the Aquatic Center.

SESSION SIX – PUBLIC SAFETY OPERATIONS AND SUPPORT

POLICE DEPARTMENT: Asst. Chief Jason Hardin and Captain Shane Ware made the Police Department presentation. Chief Hardin gave the statistics of the manpower and equipment of the VHPD. He indicated that their order for patrol vehicles was cancelled but they are finding a backup plan. Hopefully, once through this phase, they might look for leasing options on the non-patrol vehicles.

Chief Hardin discussed an event that occurred where a 2nd shift might be called in and there weren't enough vehicles. He indicated that with the one-on-one initiative that the Council allowed, helped to keep PD business and calls going. Another incident on the Interstate showed how this initiative has allowed faster responses as PD on the way home were able to respond. additional officers in Liberty Park at all times with more visibility.

Chief Hardin discussed a decrease in crime reports in lower 31 with the closure of the area hotel. The assistance of flock cameras in areas and the need to increase others in needed areas.

Chief Hardin discussed code enforcement and animal control. He stated right now there's only one individual doing this. The new Master Police Office program has been ongoing and looks to be successful. He discussed the opioid settlement with a focus on an additional SRO to help with drug education.

Mr. Downes stated that the VHPD and VHFD have combined efforts in drug education which is covered by the settlements of opioids.

Fire Chief Green explained what's entailed in training of employees and education of public health and training of the Narcam.

Mr. Downes noted that there's $14,607 with another $94,000 coming and $14,000 payable spread over a 10-year increment. A Walmart settlement will be forthcoming with an anticipated another $94,000 settlement. Future settlements are expected and all of these monies can pay for both the requests from the VHPD and the FHFD. However, that's going to be a final Council decision. There's also enough funding to sponsor many of the Mayor's educational initiatives toward drug awareness and educational opportunities. He recommended that the Council

consider the hiring of this additional SRO for the PD and some of the requests of the VHFD training processes.

Discussion ensued as to the timing of the payouts. Mr. Downes explained each case and each settlement is different. Mrs. Cook encouraged them to partner with the "Help the Hills" group to give education and assistance for families who get into these situations and don't know where to turn. She stated she'd like to see some of this funding going to education of parents, etc.

Chief Hardin indicated with the future Liberty Park development, the VHPD needs a permanent footprint in the City. He stated that the VH Police Foundation is trying to obtain some training equipment but there needs to be a training facility. This also helps with accreditation.

FIRE DEPARTMENT: Chief Marvin Green, Asst. Chief Ryan Farrell and Asst. Chief Tommy Hale led this presentation.

Chief Green indicated that they call volume jumped 30% over the last year and on track to jump an additional 7%. Automatic aid and mutual aid incidents have increased and they hope to have additional agreements in place soon. He presented statistics for the 2022 calendar year.

Discussion ensued as to response time for the active shooter incident.

Chief Green gave the metrics for manpower assessment and the staffing level based upon a 10 pt rating. In comparison to other OTM cities, he stated that the City is at 94% rating with medics. The need to attract and retain paramedics is critical here.

Chief Green indicated an area proposed for their new training facility at 3870 Veona Daniels Road. He stated that the County has promised some funding and roadwork.

Chief Farrell reports the actions of the Fire Marshal, public education, code enforcement. He showed photos of a class they recently did in the schools talking about investigations. He gave statistics of their inspections, education, plan reviews, investigations, etc.

Chief Green stated that with the additional senior living facilities coming on board in Liberty Park would put non-emergency trips back on them because of a lack of ambulance services in the area. He stated that they are finding that the VHFD is taking the place of many private ambulance services putting a larger demand on calls. He stated that senior facilities account for 23% of their total call volume.

Chief Hale updated the City Council on supply change issues. He stated that an apparatus recently ordered will be 40 to 48 months to deliver. He stated this might prompt the VHFD to request funding several years in advance of having an apparatus delivered. He stated many manufacturers have ceased to exist. The capital replacement plan has been revised and a detail listing of each apparatus and when it will need to be ordered and replaced.

Leslie Carlisle, St. Stephens Episcopal Church built in memory of the 3 losses experienced on June 16, 2022. She stated that this is in the honor of the community who gathered around the Church in their time of loss. She stated she happened to have been traveling or would have been there that evening. She described the events of that day and the dinner of the Boomers whose mission is simply to fellowship. Mr?? and MRs ???? explained the follow-up they've done since last June and the thought and vision that went into going forward with the Labyrinth.

Mr. Downes indicated that they approached him about this a few weeks ago. This Church has no request for funding but wants the public to know that this exists and is open to the public. He stated that this is something they can embrace.

Mrs. Cook asked that the City determine something to assist in embracing this and Mr. Downes stated that can be discussed. Mrs. Cook stated that often the response is to become isolated and protect those inside. As Christians, we open doors and let others walk in the light. This is a beautiful way to honor those souls and allow others to utilize this sanctuary.

The Mayor echoed this sentiment and stated this is a way that they can become a light in someone's darkness.

Mrs. Cook thanked the first responders for all of their assistance in that June event.

COURT: Umang Patel, Court Director, gave an update on their efforts to become as paperless as possible. He reported

EXECUTIVE SESSION

The Mayor stated that was a need for an executive session for pending or expected litigation. Mr. Downes explained that the City Attorney did issue an opinion indicating this is an acceptable reason for an executive session. Estimated time would be 30 minutes. There will not be any business following the Executive Session. Weaver/Cook Mr. Boone approved

MOTION Motion to move into Executive Session for a period estimated at 30 to 45 minutes was by Mr. Pierce and seconded by Mr. Weaver. Roll call vote as follows:

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

At 11:38 AM, the Council exited the Chamber and entered into Executive Session. At 12:23 PM the Council re-entered the Chamber exiting Executive Session and the Mayor called the work session back to order.

Ms. Leavings advised the Council of a proposed annexation/de-annexation in Liberty Park. Birmingham will de-annex a 25' wide strip of property that traverses a commercial lot.

Vestavia Hills will need to de-annex a corridor around I-459 so when both cities annex the previously de-annexed properties, the office building can be constructed solely in Vestavia.

Mayor Curry brought up some proposed legislative focuses on the upcoming session. The Mayor discussed the following:

- SSUT tax and the distribution to cities and counties based upon population.
- Increases in the competitive and public works bid law. Currently the threshold is $15,000 for competitive and $50,000 for public works bid law. Cities/towns hope to increase these to $75,000 for competitive bid law and $250,000 for public works bid laws due to inflation, shortage in supplies, etc. He stated that the Alabama League of Municipalities has chimed in and aren't wanting to see increases of this size. They want only $30,000 for competitive bid law and $100,000 for public works bid law. He stated he thinks the Mayors and City Clerks want to see a more aggressive stance on this issue. Any public works pipe replacement will have to be bid at more than $50,000. Mr. Downes stated that they try to do these repairs while waiting on a bid and designs, you are more than a few months down the road to design, bid and award it. The City can still get competitive quotes for competition and get good contracts to get this done in a more expedited manner. Discussion ensued. Mr. Head stated that if the Council supports an increase, will there be an assurance from the City to obtain quotes to ensure it's competitive.
- Public Records requirements which has come up in the past.

SESSION 7 – OPERATIONAL SUPPORT

Mr. Downes did a study of the Council to determine priorities. Discussion ensued between the City Manager and Council regarding priorities of the future.

Michael Norrell, Method One; Edwina Loureiro stated that they have been assigned with highlighting some notable Vestavia residents, etc., in the upper hallways of City Hall. Ms. Loureiro stated that they have two concepts and hope to gain input as to what the Council prefers. Discussion ensued.

There being no further business, the work session adjourned at 2:30 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings

City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

FEBRUARY 27, 2023

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

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

OTHER OFFICIALS PRESENT:
Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Asst. Police Chief
Jack Wakefield, City Planner/GIS*
Marvin Green, Fire Chief*
Umang Patel, Court Director*
Christopher Brady, City Engineer
**present virtually via Zoom or telephone*

Sam Williamson, Vestavia Hills Chaplain, led the invocation, followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

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

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

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

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mrs. Cook welcome Jaclyn Hudson, Vice-President of the City Board of Education.
- Mr. Pierce welcomed Tyler Kine and Clabe Dobbs to the meeting representing the Chamber of Commerce Board of Directors.
- Mayor Curry announced that youth sports are kicking off which includes the girls' softball beginning this Saturday. He stated that the Council was invited to throw out a first pitch if they are available.

CITY MANAGER'S REPORT

- Mr. Downes stated thanked the Council for the 2-day strategic planning session last week. As a follow-up, a document of strategic plans will be drafted and sent out to the Council.
- Mr. Downes stated that the bid opening for the demolition of the former Day's Inn. There were 9 bids received and the lowest bidder was noted. The request to accept should come to the Council on the 13th of March to approve so that demolition can begin.
- Mr. Downes stated that the planning charrette will begin on March 14 to determine the highest and best use of the former Days Inn property. Between staff and professionals, there'll be a kick-off at 5:30 PM on the 14th of March. This will provide base information to the public and explore concepts that might be appropriate for that site. Over the next couple of days there'll be various stakeholder's groups for specific desires, etc. Publicity will begin this week for this charrette to highlight for everyone to attend. The event will be held in the new Civic Center.

COUNCILOR REPORTS

- Mrs. Cook stated that she attended the Board of Education meeting earlier this afternoon. She stated that robotics teams from the middle and high school received recognition for competition accomplishments nationwide. She added that she heard a presentation from Dr. Rainy concerning the STEM plan which is related to the One Rebel One Future, the capital plan that the Board has assembled. There is an item on the agenda later for the tax referendum setting the date for the vote. She stated when she heard this plan, she was struck by the difference in what her son experienced when he went through the school and what students experience today. One Rebel One Future will allow the STEM program to operate in all of the schools.
- Mrs. Cook stated that her and Mr. Pierce attended last week the Jefferson County Councilors Coalition with fellow Councilors from across the region from 10 various municipalities. Michael Staley a transportation consultant, detailed plans for the northern beltline which has been on the drawing board for years with half a million dollars already appropriated for completion of this beltline.
- Mr. Pierce added that the Council will soon be receiving a Resolution for consideration in support of the northern beltline. If the funding isn't used, it will go away. The Mayor

explained that this will begin at Trussville and bypass Birmingham on the northern side of the city which will cut the I-459 traffic.

- Mr. Weaver stated that the Planning and Zoning Commission will hold their regular meeting on March 9.

APPROVAL OF MINUTES

The Mayor stated that the approval of the minutes of the February 13, 2023 (Regular Meeting) are open for approval. He asked for a motion:

MOTION: Motion to approve the minutes of the February 13, 2023 (Regular Meeting) was made by Mrs. Cook and seconded by Mr. Weaver. Roll call vote as follows:

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

OLD BUSINESS

ORDINANCE NUMBER 3149

Public Hearing - Ordinance 3149 - Rezoning - 3951 Wall Street - Request to rezone property located at 3951 Wall Street from Vestavia Hills R-4 (medium density residential district) to Vestavia Hills B-2 (general business district); Jeff Lett, Owner; Frank Skidmore, Representing

MOTION Motion to approve Ordinance Number 3149 was made by Mr. Pierce and seconded by Mr. Weaver.

Mr. Boone explained the Council's duty for consideration of a rezoning case. He explained the two rules for rezoning as authorized by Alabama law. He cited three legal cases, all of which occurred in Jefferson County. He indicated the issues and the finding of the courts which created these two rules. Those 2 rules are: (1) the substantial relationship rule and (2) the fairly debatable rule. He explained the two rules.

Mr. Weaver stated that this request came to the Commission in January and after extensive discussion comes to the Council with only one vote against recommendation for approval. He stated that the request is for construction and operation of a swim school on this location. The approval is conditioned upon the site plan, drawings and business plan that was presented at the City Council.

Tracy Jeshow, applicant's wife, stated that she's known as Coach Tracy. She stated that she has been coaching swim safety for many years. This development is for a swim school and they have met with the community. The need to learn to swim is a great need in the community

and tends to save lives. This is a need that it needs more instructors so that more children can learn swimming safety.

Mrs. Cook asked about other swim schools

Mrs. Jeshow stated she's independent and needs a permanent location.

Mr. Pierce stated that many cities offer swimming lessons. Why is there a need for private lessons?

Ms. Jeshow stated that there is a need and her mission is swim safety. Pediatricians recommend swimming safety lessons at age 1 and the job needs to get done.

The Mayor stated that his children were put into some type of program which was taught on site since they had a pool. He agrees it starts early.

Ms. Jeshow stated that she offers the lessons at age 1. The YMCA offers at age 3 and she thinks the cities are a bit later.

Discussion ensued as to why there is a need for this type of service.

Mrs. Cook stated that the application mentioned no swim meets or competition swimming. She also asked about swim parties.

Ms. Jeshow stated they didn't want any swim meets and haven't considered swim parties. She has enough lesson demands that she doesn't see time for parties.

Discussion ensued as to the size of the pool.

Mrs. Cook asked if the stipulation is on the application is that enough to enforce the limitation.

Mr. Weaver stated that the business plan was included in the approval and that was included it in. With that, Mr. Boone stated that it is enforceable.

Mr. Pierce asked where she is teaching now. Ms. ??? stated she was teaching at some colleges and now at the YMCA in Mountain Brook.

Rance Allman, a founding member of KIWI Swim Academy…. Gave the qualifications for teaching swim school…. He described the building proposed, the landscaping and gave the dimensions of the building and the pool.

The Mayor opened the floor for a public hearing.

The following individuals spoke in favor of the request:

- Julie Morrow, 2296 Pine Crest Drive;

- Hillary Reed 2021 Shades Crest Road;
- Johanna Robbins, 545 Alston Park Drive;
- Carshella Flowers, 216; 22nd Avenue West, Birmingham;
- Karen Heard, Ranger Road;
- Walter Mason, 347 Barrington Court, Irondale.

Summarized reasons included: the need for children to take swim safety lessons; the need for continuing education for swim safety; continuity of swim lessons; the statistics of child deaths due to drowning; the property is an 'end' parcel with easy access and surrounded by commercial properties; something that will add value to the community; there's no access onto Wall Street from this property.

The following individuals spoke against the request.

- Morris Newman, 4035 Ida Lane;
- Ken Hickman, 3947 Westminster Lane;
- Joan Kendall 3931 Westminster Lane;
- Mollie James; 3973 Wall Street;
- Paula Hickman, 3947 Westminster Lane;
- John Todd, 2817 Cahaba Circle;
- Elizabeth Hughes, 3959 Westminster Lane;
- Gayle Mason, 3905 Westminster Lane;
- Katrina Newman, 4035 Ida Lane.

Summarized reasons included: purchasing the property to be used as a small City park; the request is on a piece of property that they feel is the "lynchpin" that will dictate future development in the area; the negative impact on the health, morals and general welfare of the immediate community; the benefits given by the applicant can be obtained by relocating in another area of the city while this will detract from the immediate neighborhood; three letters of opposition were presented along with petition against the request signed by a number of residents of the area along with a map, a copy of which was given to the City Council. Reasons also included that most of the residents of the area should not occur; stated that the property is a vacant lot; there is a commercial lot closer to the school to allow the kids to walk to the swim school; the minutes of the Commission meeting didn't reveal that the individuals speaking in favor of the school doesn't live in the City; a commercial building shouldn't be located this close to the neighborhood with traffic coming in and out every 30 minutes for children's appointment times; the commercialization of this lot will lead to commercialization on down Bearden Drive; a lot of construction and building in a short amount of time; the community was told that she would not do parties on premise; this development request goes against the City's master plan which was developed many years ago; if zoned, commercialization will spread beyond this property deeper into the community; safety concerns and the need for installation of a traffic signal because of the significant amount of traffic generated by this development; a high density residential development for this lot is preferable by the surrounding community; traffic will utilize Wall Street going to and from this property; traffic studies were done on the Mountain Brook recreational facility off of East Street weren't accurate and this one cannot be depended upon either.

Ms. Jeshow stated that her lessons last 30 minutes and so do the staffers lessons.

Mr. Pierce stated that he is an advocate for swimming lessons but he's trying to figure out if this location is the best place for it.

Ms. Jeshow stated that she also has a degree in architecture and she feels that this is a good location for this business and the service that this will provide an opportunity for families to use this facility.

Frank Skidmore, applicant, who was participating via Zoom, described that the property is surrounded on 3 sides by commercial with a very bad odor of chicken. He stated an old home was just recently demolished on the 4th side. There has been no viability lately for this property to be developed residentially. He stated that a commercial swim school such as this which is small tends to raise surrounding property values. He stated that he understands the concerns of the community but there's no evidence that this will drive down property values.

Morris Newman, 4035 Ida Lane, closed the discussion by indicating that the home at the other end of Wall Street was noted to be a "keystone" property with the potential of spreading commercialization on down the street. In answer to Mr. Skidmore, what the community wants is to keep these properties as residential.

There being no one further to address the Council, the Mayor closed the public hearing.

Mr. Weaver stated that whether or not this is best place to locate isn't a charge of this Council. He stated that one of the hardest part of his Councilor position, they have to make a decision based upon law following a recommendation of the Commission and applying all of the rules as set forth by Mr. Boone.

Mrs. Cook stated that she remembers the Chick Fil A rezoning petition and whether or not that would domino commercialization in the area. She stated that she did read all of the correspondence and took note of the residency of each of the writers. She explained the differences between this request and the Chick Fil A development in that the access is on Bearden Drive which doesn't have the width or infrastructure of Crosshaven and many of the participants in the swim school will utilize Wall Street to get to a signaled access. She indicated that the master plan does show this should be a medium density residential and there was one lone vote from the Commission on this. She stated that she talked to that Commissioner who had the one negative vote and he indicated that he had vowed to not allow any commercialization on Wall Street and so he voted no. She stated that she has more concerns for people who are directly affected by this and the correspondence shows 2 in favor of the request and the rest are against the request. She stated that this breaks from the master plan and she doesn't see a reason to rezone the property for this request as it'll affect the future character of Wall Street. Even if this is rezoned and this school does well, on down the line it'll become something else when Coach Tracy retires or closes the facility. Mrs. Cook stated that she voted for Chick Fil A but vowed that she wouldn't vote for further commercialization.

Mr. Pierce stated that he's a big advocate for swim lessons. He stated he has driven this area many times, the last time being 4 PM today. He stated that he has watched the traffic, seen the infrastructure, etc. This not a viable street for a commercial development. He stated that, in his opinion, this property should stay residential.

There being no further discussion, the Mayor closed the public hearing and called for the question. Roll call vote was as follows:

Mrs. Cook – no	Mr. Head – yes
Mr. Pierce – no	Mr. Weaver – yes
Mayor Curry – yes	motion carried.

The Mayor recessed the meeting for a 10-minute break. At 7:59, the Mayor called the meeting back to order.

ORDINANCE NUMBER 3150

Public Hearing - Ordinance Number 3150 - An Ordinance Calling an Ad Valorem School Tax Election in the City of Vestavia Hills on May 9, 2023

MOTION Motion to approve Ordinance Number 3150 was made by Mrs. Cook and seconded by Mr. Weaver.

The Mayor explained that this Ordinance calls for the election and allows a public hearing on the matter.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, stated that he knows this gives the public an opportunity to speak on this subject. He compared the cost of living from the first tax increase to today's cost of living and indicated that everything has gone up in price while wages have decreased. This increase represents a 10% increase in property taxes just following the hikes the County has done in reassessment of the property.

The Mayor indicated that Mr. Harwell does have a vote on this issue. What does he want the Council to do other than decide whether or not the Council should do on this issue? He stated that the Council is deciding on whether or not the residents of the City should have the right to vote this up or down.

Mr. Harwell stated he doesn't have a problem with the City having a vote of the people.

Donald Harwell, 1357 Willoughby Road; stated he is confused because this is a public hearing regarding an increase in property taxes. He stated that he has gotten some information on the One Rebel One Future concerning information on this tax referendum. He stated that the FAQ's of this document doesn't mention the total debt of the schools and the City. This will add

more debt to the total city debt. He stated he wasn't allowed a rebuttal at the last hearing. He stated that he wanted to know is how much money will the Board borrow if this tax increase passes to the $140 million that exists today.

The Mayor stated that question should be brought up to the Board of Education. This Ordinance is whether or not to put this to a vote of the people.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question. Roll call vote was as follows:

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

RESOLUTION NUMBER 5441

Public Hearing - Resolution Number 5441 - A Resolution Authorizing the City Manager to Fund a Special Municipal School Tax Election on May 9, 2023

MOTION Motion to approve Resolution Number 5441 was made by Mrs. Cook and seconded by Mr. Pierce.

Mayor Curry explained that this covers the expenses of the special election and allows the City to send an itemized billing to the Board for reimbursement.

The Mayor opened the floor for a public hearing. There being no one further to address the Council, the Mayor closed the public hearing and called for the question. Roll call vote was as follows:

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

RESOLUTION NUMBER 5442

Public Hearing - Resolution Number 5442 - A Resolution authorizing a new support structure in the right-of-way adjacent to 2285 Sterling Ridge Circle; 1601 Gentilly Drive; 2500 Chatwood Road; 181 Castlehill Drive; Acquanetta Love, Crown Castle, representing

MOTION Motion to approve Resolution Number 5442 was made by Mr. Weaver and seconded by Mr. Head.

Acquanetta Love, Crown Castle, was present in regard to this request.

Mr. Downes read the locations of the request.

The Mayor opened the floor for a public hearing.

Rod Jones, 2270 Sterling Ridge Circle, requested that the Council deny this "tower" because it will detract from the attractiveness of the property. This intersection is a crazy and busy intersection with very narrow roads. There is already a utility pole directly across the street from here so there's too much congestion for the area. Also, these poles are considered a carcinogen which can give health problems to persons of the area.

dJustin Shaw, 1601 Gentilly Drive, stated that he is opposed to this. He stated he feels this can be moved further down and not intrude on anyone. The rendering of this pole looks great on installation and will deteriorate through time. He stated that his area will not be getting any benefit from this and this is a dimly lit street. They would be better served with a streetlight than a private street node.

Sam Dixon, 2632 Willowbrook Lane, stated he lives across from the proposed location on this pole. He thinks there's a better spot for this pole.

Tian Duhua, 181 Castlehill Drive, stated that he is against installation of a pole at his property because of aesthetics. He presented a letter in opposition to this because of public health.

David Harwell, 1883 Catala Road; stated that these photographs are going to be what's going to be installed because the others were wood power poles.

Acquanetta Love and Jim Weils, Crown Castle, were present in regard to the request. Mr. Weils stated that have several poles in the City. He stated after being alerted by the City of the pole at to Sterling Ridge Circle, they found that they can move the pole to a rougher part of the terrain and out of their manicured entrance but due to the limits of the need for coverage this was the best that they can do. The other poles were poles in the area cannot be accessed because they are transmission electrical lines.

The Mayor asked about health issues. Mr. Weils stated that they have had numerous studies and have determined that there's more health issues from the power lines there and that more frequency is emitted from the microwave. Adjustment of the pole locations depends on the coverage limit and the dead spot needing coverage.

Ms. Love stated that all of these requests are in public rights-of-way and they do not place on private property.

Mr. Weils stated location depends on the area, elevation, etc. He stated he isn't opposed to further studying it with the homeowners.

Mr. Pierce asked the rationale for the wood posts vs. the metal posts. Mr. Weil stated it depends on what's in the area. Mr. Pierce asked the applicant to begin talking to the residents of the area prior to placing the request for the pole.

Mr. Weaver asked if there is any coordination between Engineering and Crown Castle. Mr. Downes related the process of the applicants.

Mrs. Cook suggested postponing this for 30 days.

Mr. Weaver stated he is fully in favor for utilities being as great as they can be. He indicated that the notice needs to be very clear that the notice clearly reflect what kind of pole will be installed and encouraged Crown Castle to talk to these residents before making this application.

MOTION Motion to postpone this request until March 27, 2022 was by Mrs. Cook seconded by Mr. Pierce. Roll call vote was as follows:

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

NEW BUSINESS

ORDINANCE NUMBER 3153

Ordinance Number 3153 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an amended agreement with Ingenuity, Inc. for Tag Registration Software

MOTION Motion to approve Ordinance Number 3153 was made by Mrs. Cook and seconded by Mr. Weaver.

Mr. Downes explained that this increases the revenue share of the issuances of tags.

There being no one further to address the Council, the Mayor called for the question. Roll call vote was as follows:

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

ORDINANCE NUMBER 3154

Ordinance Number 3154 - An Ordinance Authorizing and Directing the Approval and Acceptance of an Offer by Gresham Smith Dated October 5, 2022 Proposing to Redesign the Pedestrian Bridge and to Update the Construction Plans Thereof; To Authorize and Direct That The Mayor And City Manager Execute and Deliver the Third Supplemental Agreement by and between the City Of Vestavia Hills, Alabama ("City"), as 'Owner," and Gresham Smith, as "Architect/Engineer," a Copy of which is attached hereto, marked as

Exhibit One and Incorporated into this Ordinance Number 3154 verbatim as though set out fully herein; and to Authorize and Direct the City Manager to take such other, further and additional actions necessary for Gresham Smith to commence with the Professional Design, Engineering and Architectural Services

MOTION Motion to approve Ordinance Number 3154 was made by Mr. Weaver and seconded by Mr. Pierce

Mr. Downes explained that this authorizes the redesign of the bridge so that this project can move forward. He stated that this reduces the original cost.

There being no one further to address the Council, the Mayor called for the question. Roll call vote was as follows:

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

RESOLUTION NUMBER 5444

Resolution Number 5444 - A Resolution authorizing the City Manager to execute and deliver and agreement with Jefferson County to utilize voting tabulators, poll pads and other voting equipment for the upcoming School Tax Election scheduled for May 9, 2023

Mr. Downes stated that would secure the equipment for the upcoming election.

MOTION Motion to approve Resolution Number 3154 was made by Mrs. Cook and seconded by Mr. Weaver.

There being no one further to address the Council, the Mayor called for the question. Roll call vote was as follows:

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

- Public Hearing - A Resolution Authorizing the City Manager to take the Actions Necessary to Obtain Needed Vehicles for Police Administration through a Vehicle Leasing Service

CITIZEN COMMENTS

None.

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 8:51 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Summary
Financial Report
January 2022-2023

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of January was $56,630,508 which is comprised of the following funds:

General Funds	$47,057,082
Restricted Funds	$9,570,446
Petty Cash	$2,980
Total	**$56,630,508**

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

Monthly Revenues	$13,193,271	YTD Revenues	$36,023,289
Monthly Expenses	$9,167,930	YTD Expenses	$23,923,234
Monthly Fund Balance	$4,025,341	YTD Fund Balance	$12,100,056

3.) Comparative Fund Balances:

	YTD	Variance
Actual - 2022-2023	$12,100,056	
Budget - 2022-2023	$9,432,291	$2,667,764
Last Year - 2021-2022	$10,172,580	$1,927,476

Note:

The "Actual Fund Balance" is $2,667,764 greater than the "Budgeted Fund Balance" and $1,927,476 greater than "Last Year Fund Balance" .

Summary
Financial Report
January 2022-2023

	MTD			YTD			Variance	
	Actual	Budget	Last Year	Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES	13,193,271	10,912,881	9,499,654	36,023,289	31,210,019	31,123,895	4,813,270	4,899,394
EXPENSES	9,167,930	7,997,315	7,880,372	23,923,234	21,777,728	20,951,315	(2,145,506)	(2,971,919)
FUND BALANCE	4,025,341	2,915,566	1,619,283	12,100,056	9,432,291	10,172,580	2,667,764	1,927,476
Advalorem - Real	5,098,681	4,587,134	3,505,417	18,180,590	16,726,243	16,596,358	1,454,347	1,584,233
Sales Tax	2,719,899	2,311,181	2,537,643	9,818,788	8,250,375	9,158,990	1,568,413	659,798
Utility Franchise Fees	2,466,528	2,215,895	1,942,061	2,466,573	2,216,045	1,942,273	250,528	524,299
Business License	2,119,711	1,213,676	1,057,649	2,393,255	1,439,998	1,206,756	953,257	1,186,498
Advalorem - Personal	40,948	37,934	33,436	716,118	568,802	601,557	147,316	114,561

October thru January 2023 (4 months) **2022-2023**

	Actual	Budget Total	Outstanding Bal	% Received	% Outstanding	Verification
Advalorem - Real	18,180,590	17,311,511	(869,079)	105.02%	-5.02%	100.00%
Sales Taxes	9,818,788	24,804,732	14,985,944	39.58%	60.42%	100.00%
Utility Franchise Fees	2,466,573	2,353,277	(113,296)	104.81%	-4.81%	100.00%
Business License	2,393,255	3,975,640	1,582,385	60.20%	39.80%	100.00%
Advalorem - Personal	716,118	1,753,590	1,037,472	40.84%	59.16%	100.00%

JANUARY	MTD			MTD	
			Variance	Last Year	Act vs LY
Advalorem - Real	5,098,681	4,587,134	511,547	3,505,417	1,593,265
Sales Taxes	2,719,899	2,311,181	408,718	2,537,643	182,256
Utility Franchise Fees	2,466,528	2,215,895	250,633	1,942,061	524,467
Business License	2,119,711	1,213,676	906,035	1,057,649	1,062,061
Advalorem - Personal	40,948	37,934	3,014	33,436	7,513

FINANCIAL SUMMARY REPORT
"JANUARY 2022-2023"

	MONTH OF JANUARY 2023							YEAR-TO- DATE THROUGH JANUARY 2023						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
REVENUE SUMMARY	2022-2023	2022-2023	2021-2022	Actual to Budget		Actual to Last Year		2022-2023	2022-2023	2021-2022	Actual to Budget		Actual to Last Year	
	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	8,579	11,167	9,113	(2,588)	-23.18%	(534)	-5.86%	52,030	60,008	112,181	(7,978)	-13.29%	(60,151)	-53.62%
COUNTY REVENUE	5,157,361	4,649,447	3,563,274	507,914	10.92%	1,594,087	44.74%	18,991,760	17,403,428	17,306,858	1,588,332	9.13%	1,684,902	9.74%
CITY REVENUE	7,930,635	6,233,277	5,919,047	1,697,358	27.23%	2,011,589	33.99%	16,672,690	13,642,015	13,586,789	3,030,675	22.22%	3,085,901	22.71%
PARK & RECREATION	96,695	18,990	8,220	77,705	409.19%	88,475	1076.29%	306,810	104,568	118,068	202,242	193.41%	188,742	159.86%
TOTAL REVENUE	**13,193,271**	**10,912,881**	**9,499,654**	**2,280,390**	**20.90%**	**3,693,616**	**38.88%**	**36,023,289**	**31,210,019**	**31,123,895**	**4,813,270**	**15.42%**	**4,899,394**	**15.74%**
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	5,581,915	4,632,549	4,905,003	(949,366)	-20.49%	(676,912)	-13.80%	10,281,717	8,383,103	8,877,660	(1,898,614)	-22.65%	(1,404,057)	-15.82%
CITY COUNCIL	15,153	13,096	12,502	(2,057)	-15.71%	(2,651)	-21.20%	41,537	40,775	35,755	(762)	-1.87%	(5,782)	-16.17%
MAYOR & ADMINISTRATION	187,971	184,112	154,421	(3,859)	-2.10%	(33,550)	-21.73%	709,526	660,754	561,132	(48,772)	-7.38%	(148,394)	-26.45%
CITY CLERK	46,561	39,516	35,211	(7,045)	-17.83%	(11,351)	-32.24%	176,670	166,387	147,467	(10,283)	-6.18%	(29,202)	-19.80%
MUNICIPAL COMPLEX	24,272	21,986	20,996	(2,286)	-10.40%	(3,276)	-15.60%	108,387	116,928	98,819	8,541	7.30%	(9,568)	-9.68%
INFORMATION SERVICES	59,989	65,221	58,304	5,232	8.02%	(1,685)	-2.89%	231,467	239,929	180,750	8,462	3.53%	(50,717)	-28.06%
POLICE	1,082,948	983,869	846,074	(99,079)	-10.07%	(236,874)	-28.00%	4,080,938	4,022,991	3,597,422	(57,947)	-1.44%	(483,516)	-13.44%
FIRE	988,516	969,438	960,158	(19,078)	-1.97%	(28,358)	-2.95%	3,986,592	3,893,835	3,731,425	(92,757)	-2.38%	(255,167)	-6.84%
INSPECTION	52,195	59,553	45,217	7,358	12.36%	(6,977)	-15.43%	204,165	244,356	179,381	40,191	16.45%	(24,784)	-13.82%
PUBLIC SERVICES	510,490	437,068	629,740	(73,422)	-16.80%	119,250	18.94%	1,908,775	1,778,244	2,671,912	(130,531)	-7.34%	763,137	28.56%
PUBLIC LIBRARY	229,246	235,548	212,745	6,302	2.68%	(16,502)	-7.76%	899,420	922,424	869,592	23,004	2.49%	(29,828)	-3.43%
PARKS & LEISURE SERVICES	388,673	355,359	0	(33,314)	-9.37%	(388,673)	0.00%	1,294,039	1,308,002	0	13,963	1.07%	(1,294,039)	0.00%
TOTAL EXPENDITURES	**9,167,930**	**7,997,315**	**7,880,372**	**(1,170,615)**	**-14.64%**	**(1,287,558)**	**-16.34%**	**23,923,234**	**21,777,728**	**20,951,315**	**(2,145,506)**	**-9.85%**	**(2,971,919)**	**-14.18%**
SURPLUS / (DEFICIT)	**4,025,341**	**2,915,566**	**1,619,283**	**1,109,775**	**38.06%**	**2,406,058**	**148.59%**	**12,100,056**	**9,432,291**	**10,172,580**	**2,667,764**	**28.28%**	**1,927,476**	**18.95%**

CITY OF VESTAVIA HILLS
MONTHLY CASH REPORT
"RECONCILED BALANCES"

General Funds	Banking Institutions	APR	Jan 2022	Feb 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023
General / Operational Funds	Region Bank	0.25%	26,382,916.20	24,846,345.51	24,908,389.72	24,351,572.99	23,958,637.49	12,293,983.88	12,436,880.81	7,560,391.56	6,548,022.84	5,565,982.62	4,801,445.10	5,599,579.93	16,459,200.47
Enhanced Cash Strategy	Region Bank	4.70%	0.00	0.00	0.00	0.00	0.00	9,985,561.90	9,993,654.55	10,004,909.71	9,968,394.12	9,970,136.53	10,004,892.48	10,033,846.24	10,079,701.89
Payroll Fund	Region Bank	0.25%	0.00	0.00	0.00	0.00	0.00	820.93	998.50	820.93	720.93	720.93	720.93	720.93	720.93
Emergency Reserve Fund	Morgan Stanley/Region	2.50%	14,476,453.25	14,487,009.80	14,498,706.70	14,509,979.31	14,520,861.43	15,656,080.41	15,721,696.50	15,585,113.45	15,422,957.06	15,401,924.13	15,469,278.74	15,508,437.79	15,585,494.46
Capital Projects Reserve Fund	SouthState Bank *formerly* *CenterState Bank*	0.00%	273,153.82	273,164.14	273,175.56	273,186.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Court & Corrections Fund	Region Bank	0.25%	492,986.30	649,491.73	833,386.68	961,577.71	1,078,736.96	448,701.46	556,699.46	699,112.73	848,699.37	996,489.37	1,098,973.37	430,062.37	574,310.77
American Rescue Plan (COVID-19)	SouthPoint	4.40%	4,098,118.63	4,099,690.61	4,101,431.69	4,103,117.46	4,104,860.10	8,199,729.29	4,110,618.35	4,469,574.17	4,464,432.96	4,452,571.95	4,356,508.94	4,358,378.84	4,357,653.60
Total - Balance			**$45,723,628.20**	**$44,355,701.79**	**$44,615,090.35**	**$44,199,433.72**	**$43,663,095.98**	**$46,584,877.87**	**$42,820,548.17**	**$38,319,922.55**	**$37,253,227.28**	**$36,387,825.53**	**$35,731,819.56**	**$35,931,026.10**	**$47,057,082.12**
Restricted Funds															
Court Cash Bonds	Regions Bank	0.25%	82,083.00	80,077.00	78,674.00	84,185.00	88,705.00	92,851.00	101,821.00	106,022.00	109,621.00	116,135.20	122,085.20	127,130.20	141,930.20
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	342,103.65	342,103.65	778,641.38	626,475.38	5,999,642.06	5,999,642.06	6,034,642.06	6,034,642.06	6,519,249.56	6,442,249.56	6,442,249.56	6,442,249.56	6,247,607.06
Contractors' Cash Bonds	SouthPoint	0.25%	896,903.25	865,033.68	843,367.94	852,043.90	857,876.19	868,484.97	868,120.90	883,760.32	897,645.10	923,093.29	915,459.54	888,154.29	855,033.33
Confiscated Funds	SouthPoint	1.25%	458,138.11	458,579.01	459,065.86	459,537.50	460,025.37	460,498.00	460,986.88	461,476.28	461,950.40	462,440.83	286,473.35	286,777.48	287,081.94
Community Spaces	SouthPoint	1.65%	79,647.01	46.09	46.60	47.20	47.82	48.42	49.05	49.68	50.29	50.92	51.53	52.16	52.79
2013 GOW - QEBC Sinking Fund	Bank of New York	2.35%	1,666,435.13	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,682,884.99	1,701,396.09	1,701,396.09	1,701,396.09	1,701,396.09
Library Campaign Fund/Donations	Pinnacle	earnings offset fees	252,446.81	259,647.93	265,717.64	273,375.25	298,321.80	305,040.29	310,259.39	316,413.44	304,968.90	310,327.13	317,635.51	332,006.02	337,344.68
Total Balance			**$3,777,756.96**	**$3,688,372.35**	**$4,108,398.41**	**$3,978,549.22**	**$9,387,503.23**	**$9,409,449.73**	**$9,458,764.27**	**$9,485,248.77**	**$9,976,370.24**	**$9,955,693.02**	**$9,785,350.78**	**$9,777,765.80**	**$9,570,446.09**
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	500.00	500.00	500.00
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**	**$2,980.00**	**$2,980.00**	**$2,980.00**
Grand Total - All Funds			**$49,504,365.16**	**$48,047,054.14**	**$48,726,468.76**	**$48,180,962.94**	**$53,053,579.21**	**$55,997,307.60**	**$52,282,292.44**	**$47,808,151.32**	**$47,232,577.52**	**$46,346,498.55**	**$45,520,150.34**	**$45,711,771.90**	**$56,630,508.21**

Petty Cash Itemization		
City Clerk Dept.	none	
Court Dept.	$500.00	
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	**$2,980.00**	

CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

Cc: Dan Rary, Police Chief

From: Jason Hardin, Asst. Police Chief

RE: Public Hearing - Resolution Number 5443 - A Resolution Authorizing the City Manager to take the Actions Necessary to Obtain Needed Vehicles for Police Administration through a Vehicle Leasing Service

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Background:
The Vestavia Hill Police Department has numerous administrative vehicles that have exceeded or will exceed its useful lifecycle. The City of Vestavia Hills currently utilizes a leasing service for certain administrative departments. Due to industry supply shortages of available police vehicles coupled with additional savings in costs, leasing vehicles has been determined as the best viable option for VHPD administrative vehicles. This resolution would allow the Vestavia Hills Police Department to lease their administrative vehicles from Enterprise. Vehicles to be delivered as available and costs not to exceed $100,000.

Recommendation:
I have reviewed this resolution and recommend approval.

Fiscal Impact:

Funds to be split 50/50 from the Police Confiscation Fund and Capital Projects Funds not to exceed $100,000.

Attachments:

1. Resolution 5443
2. Police Vehicle Costs

RESOLUTION NUMBER 5443

A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE THE ACTIONS NECESSARY TO OBTAIN NEEDED VEHICLES FOR POLICE ADMINISTRATIVE THROUGH A VEHICLE LEASING SERVICE

WHEREAS, the Vestavia Hills Police Department ("VHPD") has numerous administrative vehicles that have exceeded, or will exceed, its useful lifecycle in the near future; and

WHEREAS, the City of Vestavia Hills currently utilizes a vehicle leasing service for certain administrative departments; and

WHEREAS, Industry supply shortages of available police vehicles coupled with additional savings in costs, the option of leasing vehicles for the Vestavia Hills Police Department has been determined as the best viable option for VHPD administrative vehicles; and

WHEREAS, the Police Chief, after careful evaluation, has indicated that it would be in the best interest to authorize the Vestavia Hills Police Department to lease their administrative vehicles from the City's leasing service with vehicles to be delivered as available and costs not to exceed $100,000; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Police Chief and authorize the City Manager to obtain said leasing.

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 take actions necessary to lease needed non-patrol VHPD vehicles at a cost not to exceed $100,000; and
2. Said vehicle leasing costs shall be expensed to the Police Confiscation Fund and the Capital Project Fund on a 50/50 split; and
3. This Resolution Number 5443 shall become effective immediately upon adoption and approval.

APPROVED and ADOPTED this the 13th day of March.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Vehicle Type	Number of Vehicles Requested	Monthly Costs Per Vehicle	Yearly Costs Per Vehicle	Total Costs	Estimated Costs for FY 2023
Standard SUV	4	$ 1,525.00	$ 18,300.00	$ 73,200.00	$ 29,280.00
Pickup Truck	5	$ 1,600.00	$ 19,200.00	$ 96,000.00	$ 38,400.00
Midsize SUV	6	$ 970.00	$ 11,640.00	$ 69,840.00	$ 27,936.00
					$ 95,616.00

CITY OF VESTAVIA HILLS
FINANCE DEPARTMENT
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

Cc: Melvin Turner, III, Finance Director
Zach Clifton, Asst. Finance Director

From: Rebecca Leavings

RE: Ordinance Number 3152 - An Ordinance authorizing the Mayor and City Manager to execute and deliver renewal agreements with Avenu Insights & Analytical, LLC

Background:
The Finance Director has reviewed the attached 3-year agreement renewals with Avenu and recommended acceptance.

Recommendation:

Fiscal Impact:
na; reported in FY23 General Fund Budget

Attachments:
1. Ordinance 3152
2. RenewalComparison-2023B

3. AL - City of Vestavia Hills - CON-003873 - Avenu - Sales Use Tax Agreement Final Draft
4. AL - City of Vestavia Hills - CON-003875 - Avenu - Alcohol Tax Agreement Final Draft
5. AL - City of Vestavia Hills - CON-003874 - Avenu - Lodging Tax Agreement Final Draft (1)
6. AL - City of Vestavia Hills - CON-003876 - Avenu - Rental Tax Agreement Final Draft
7. AL - City of Vestavia Hills - CON-003877 - BLRAD Agreement Final Draft
8. AL - City of Vestavia Hills - CON-003878 - Biz License DisoveryRecovery (LTC) Agreement Final Draft

ORDINANCE NUMBER 3152

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS WITH AVENU INSIGHTS AND ANALYTICS REGARDING REVENUE COLLECTION, ASSESSMENT, DISCOVERY AND RECOVERY FOR THE CITY OF VESTAVIA HILLS

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

1. The Mayor and City Manager are hereby authorized to execute and deliver the following agreements with Avenu Insights and Analytics regarding revenue collection, assessment, discovery and recovery for the City:
    a. Tax Revenue Enhancement Agreement Business License Administration; a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3152 as if written fully therein; and
    b. Tax Revenue Enhancement Agreement Revenue Administration; a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3152 as if written fully therein; and
    c. Tax Revenue Enhancement Agreement Alcohol Tax Revenue Administration; a copy of which is marked as Exhibit C, attached to and incorporated into this Ordinance Number 3152 as if written fully therein; and
    d. Tax Revenue Enhancement Agreement Business License Discovery/Recovery Administration; a copy of which is marked as Exhibit D, attached to and incorporated into this Ordinance Number 3152 as if written fully therein; an
    e. Tax Revenue Enhancement Agreement Lodging Tax Revenue Administration; a copy of which is marked as Exhibit E, attached to and incorporated into this Ordinance Number 3152 as if written fully therein; an
    f. Tax Revenue Enhancement Agreement Rental Tax Revenue Administration; a copy of which is marked as Exhibit F, attached to and incorporated into this Ordinance Number 3152 as if written fully therein; an
2. This Ordinance Number 3152 is effective immediately following adoption and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 13th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

AVENU Insights Analytics, LLC
"TAX REVENUE AGREEMENTS"
PERIOD: 2020-2023

DESCRIPTION	2023-2026 PROPOSED	2020-2023 CURRENT	INCREASE ADJUSTMENT	TERMS	Effective Date:
1) Tax Revenue Enhancement Agreement					**March 1, 2023 - Feb 28, 2026**
"SALES & USE TAXES Administration"				3 years	
Services - remittance processing, revenue analysis and compliance	$2.92	$2.76	$0.16		
Fee is per account per transaction, $2.92, or 1.95% of gross revenues collected,	or	or			
whichever is lower	1.95%	1.85%	0.10%		
Audit - preparation, research or statistical analysis, in-house audit/collections efforts,	$90 per hr.	$70 per hr.	$20 per hr.		
examination of books and records of taxpayer, assessment of amounts due ,and					
services related to closing audit					
Proposed:	increase 7% annually	2% to 5%	2%		
Each year on the anniversay date of the effective date of this agreement, the hourly					
rate will increase by 7%.					
Current:					
Beginning 2021 - each year on the anniversary date of agreement, the hourly rate					
will increase based on the Consumer Price Index (CPI); each annual adjustment will					
not be less than two percent (2%) or greater than five percent (5%).					
2) Tax Revenue Enhancement Agreement					
"BUSINESS LICENSE Administration"				3 years	
Services - remittance processing, taxpayer notification and remittance, deposit and	$13.00	$9.95	$3.05		
posting processing; Avenu will receive $13.00 per business license notice mailed.					
The fee will be adjusted annually by the % change in the Consumer Price Index in					
the geographic area as reported by the Bureau of Labor Statistics, not less than 2% or					
greater than 10%.					
Audit - preparation, research or statistical analysis, in-house audit/collection efforts,	$90 per hr.	$70 per hr.	$20 per hr.		
examination of books and records of taxpayers, assessment of amounts due, and					
services related to closing audit					
Proposed:					
Each year on the anniversay date of the effective date of this agreement, the hourly	increase 7% annually	2% to 5%	2%		
rate will increase by 7%.					
Current:					
Beginning 2021 - each year on the anniversary date of agreement, the hourly rate					
will increase based on the Consumer Price Index (CPI); each annual adjustment will					
not be less than two percent (2%) or greater than five percent (5%).					
If overnight travel oustside the State of Alabama is required, AVENU will pay the					
auditor, and bill the City for its portion of travel expenses regardless of any recovery					
3) Tax Revenue Enhancement Agreement					
"Business License Discovery/Recovery (Crosscheck)"				3 years	
Services - analysis of two or more municipal lists, lists could include - current	50%	50%	0%		

DESCRIPTION	PROPOSED	CURRENT	ADJUSTMENT	TERMS	Effective Date:
business license data, sales tax data, property tax lists and telephone directories at					
least once a year. Properties/entities not in one or all of the databases are presumed					
unlicensed. AVENU will generate a letter requiring payment, proof of payment, or					
documented response for all properties/entities presumed unlicensed. If no					
response, AVENU may mail additional letters and contact the property/entity via phone					
call before proceeding with additional collection procedures.					
AVENU will receive 50% of business license revenue collected by AVENU and 50% of					
business license revenue received and deposited by the City, which is a result of					
AVENU collection efforts.					
AVENU will receive am amount equal to $5.00 per form mailed or faxed to the City,	$5.00	$3.00	$2.00		
per the request of the City.					
4) Tax Revenue Enhancement Agreement					
"Rental Taxes"				3 years	
Services - AVENU will proform remittance processing, compliance, analysis and	1.95%	1.85%	0.10%		
delinquency notification services as required. AVENU's fee is 1.95% of gross revenues					
collected.					
Audit - preparation, research or statistical analysis, in-house audit/collection efforts,	$90 per hr.	$70 per hr.	$20 per hr.		
examination of books and records of taxpayers, assessment of amounts due, and					
services related to closing audit					
Proposed:					
Each year on the anniversay date of the effective date of this agreement, the hourly	increase 7% annually	2% to 5%	2%		
rate will increase by 7%.					
Current:					
Beginning 2021 - each year on the anniversary date of agreement, the hourly rate					
will increase based on the Consumer Price Index (CPI); each annual adjustment will					
not be less than two percent (2%) or greater than five percent (5%).					
If overnight travel or travel more than 25 miles beyond origination point is required,					
AVENU will pay auditor, and bill the City for its portion of travel expenses. City					
agrees to pay the amount of fees regardless of any recovery.					
5) Tax Revenue Enhancement Agreement					
"Lodging Taxes"				3 years	
Services - AVENU will proform remittance processing, compliance, analysis and	1.95%	1.85%	0.10%		
delinquency notification services as required. AVENU fee is 1.95% of gross revenues					
collected.					
Audit - preparation, research or statistical analysis, in-house audit/collection efforts,	$90 per hr.	$70 per hr.	$20 per hr.		
examination of books and records of taxpayers, assessment of amounts due, and					
services related to closing audit					
Proposed:					

AVENU Insights Analytics, LLC
"TAX REVENUE AGREEMENTS"
PERIOD: 2020-2023

DESCRIPTION	PROPOSED	CURRENT	ADJUSTMENT	TERMS	Effective Date:
Each year on the anniversay date of the effective date of this agreement, the hourly	7%	2% to 5%	2%		
rate will increase by 7%.					
Current:					
Beginning 2021 - each year on the anniversary date of agreement, the hourly rate					
will increase based on the Consumer Price Index (CPI); each annual adjustment will					
not be less than two percent (2%) or greater than five percent (5%).					
If overnight travel or travel more than 25 miles beyond origination point is required,					
AVENU will pay auditor, and bill the City for its portion of travel expenses. City					
agrees to pay the amount of fees regardless of any recovery.					
6) Tax Revenue Enhancement Agreement				3 years	
"Alcohol Taxes"					
Services - AVENU will proform remittance processing, compliance, analysis and	1.95%	1.85%	0.10%		
delinquency notification services as required. AVENU'S fee is 1.95% of gross revenues					
collected.					
Audit - preparation, research or statistical analysis, in-house audit/collection efforts,	$90 per hr.	$70 per hr.	$20 per hr.		
examination of books and records of taxpayers, assessment of amounts due, and					
services related to closing audit					
Proposed:					
Each year on the anniversay date of the effective date of this agreement, the hourly	7%	2% to 5%	2%		
rate will increase by 7%.					
Current:					
Beginning 2021 - each year on the anniversary date of agreement, the hourly rate					
will increase based on the Consumer Price Index (CPI); each annual adjustment will					
not be less than two percent (2%) or greater than five percent (5%).					
If overnight travel or travel more than 25 miles beyond origination point is required,					
AVENU will pay auditor, and bill the City for its portion of travel expenses. City					
agrees to pay the amount of fees regardless of any recovery.					
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AVENU Insights & Analytics, LLC

	Fiscal 2020	Fiscal 2021	Fiscal 2022	Fiscal 2020	Fiscal 2021	Fiscal 2022
CITY REVENUES COLLECTED BY AVENU:						
Sales Tax	$16,751,234.74	$19,610,248.69	$23,230,246.18			
Business License	$4,984,929.74	$5,277,337.80	$5,037,678.35			
Rental Tax	$316,631.63	$332,224.86	$365,878.99			
Lodging Tax	$298,658.44	$320,571.26	$413,842.94			
Alcohol Tax	$56,473.34	$87,828.66	$139,548.35			
Sub-Total	**$22,407,927.89**	**$25,628,211.27**	**$29,187,194.81**			
Business License Discovery/Recovery - Crosscheck	$83,760.96	$79,517.00	$28,987.90			
Sub-Total	**$22,491,688.85**	**$25,707,728.27**	**$29,216,182.71**			
Utility Franchise	$1,944,527.39	$1,760,066.23	$1,882,235.62			

AVENU Insights Analytics, LLC
"TAX REVENUE AGREEMENTS"
PERIOD: 2020-2023

DESCRIPTION		PROPOSED	CURRENT	ADJUSTMENT	TERMS	Effective Date:	
	Total Receipts	**$24,436,216.24**	**$27,467,794.50**	**$31,098,418.33**			

AVENU Fees:	**General Revenues**			**Percentages**		
Sales Tax	$85,812.52	$90,322.42	$95,673.45	0.51%	0.46%	0.41%
Business License	$42,665.60	$44,765.05	$48,695.30	0.86%	0.85%	0.97%
Rental Tax	$5,775.15	$6,090.16	$6,751.88	1.82%	1.83%	1.85%
Lodging Tax	$5,525.19	$5,930.60	$7,656.08	1.85%	1.85%	1.85%
Alcohol Tax	$1,038.75	$1,607.59	$2,580.52	1.84%	1.83%	1.85%
Sub-Total	**$140,817.21**	**$148,715.82**	**$161,357.23**	**0.63%**	**0.58%**	**0.55%**

AVENU Fees:	**Audit Fees**			**Percentages**		
Sales Tax	$42,220.65	$55,209.97	$39,771.49	0.25%	0.28%	0.17%
Business License	$4,420.80	$7,549.29	$11,565.60	0.09%	0.14%	0.23%
Rental Tax	$3,047.71	$5,810.66	$5,023.98	0.96%	1.75%	1.37%
Lodging Tax	$0.00	$107.10	$0.00	0.00%	0.03%	0.00%
Alcohol Tax	$162.26	$143.16	$217.44	0.29%	0.16%	0.16%
Business License Discovery/Recovery - Crosscheck	$41,880.73	$37,577.52	$13,500.44	50.00%	47.26%	46.57%
Sub-Total	**$91,732.15**	**$106,397.70**	**$70,078.95**	0.41%	0.41%	0.24%

TOTAL - AVENU'S FEE/COMPENSATION	**$232,549.36**	**$255,113.52**	**$231,436.18**
PERCENTAGE	**0.952%**	**0.929%**	**0.744%**

Tax Revenue Enhancement Agreement
Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** (“AVENU”) and **City of Vestavia Hills,** a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for sales and use taxes as designated by CLIENT.

2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.

6. Notification, Reporting to CLIENT:

   i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT’S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;

   ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

   iii. All items credited will be subject to receipt of payment; and

   iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for sales, use and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A,* above.

C. General Provisions

1. Information Provided: CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.

2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.

3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.

4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.

5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

6. Audit Services:

   i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.

   iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:

    a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

    b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

        i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

        ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.

8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence March 1, 2023 with collection of March 2023 taxes to be remitted on or before April 20, 2023.

9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU'S fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.

11. Limitation of Liability: To the maximum extent permitted by law, neither AVENU, its employees, contractors, directors, affiliates and/ or agents shall be liable for any special, incidental or consequential damages in excess of the proceeds of the available professional liability insurance coverage required under this Agreement., The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

17. 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.

18. 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. Avenu 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.

19. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the

subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

20. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. 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.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

By: _____

Name: Carl Kumpf

Title: CFO

Date: _____

City of Vestavia Hills

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

February 16, 2023

Melvin Turner, III
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Mr. Turner, III:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Sales/Use; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Sales/Use	General	
Sales/Use	Mfg Machine	
Sales/Use	Farm	
Sales/Use	Auto	
Sales/Use	Amusement	
Sales/Use	Vending	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal to Two Dollars and ninety-two Cents ($2.92) per account per transaction OR 1.95% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of ninety dollars ($90.00) for audit services. There shall be no contingent fees. Each year on the Anniversary date of the Effective Date of this Agreement the hourly rate will increase by 7%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____ _____
Name:
_____ (AVENU)
Title:

By: _____
Name:
_____
Title:

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Vestavia Hills.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Vestavia Hills has contracted with AVENU to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore, AVENU is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, AVENU will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of AVENU at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____

Melvin Turner, III
Clerk
City of Vestavia Hills

Tax Revenue Enhancement Agreement
Alcohol Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Vestavia Hills,** a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for Alcohol taxes as designated by CLIENT.

2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.

6. Notification, Reporting to CLIENT:

   i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;

   ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

   iii. All items credited will be subject to receipt of payment; and

   iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for Alcohol and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A,* above.

C. General Provisions

1. Information Provided: CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.

2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.

3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.

4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.

5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

6. Audit Services:

   i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.

   iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:

    a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

    b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

        i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

        ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.

8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence March 1, 2023 with collection of March 2023 taxes to be remitted on or before April 20, 2023.

9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.

11. Limitation of Liability: To the maximum extent permitted by law, neither AVENU, its employees, contractors, directors, affiliates and/ or agents shall be liable for any special, incidental or consequential damages in excess of the proceeds of the available professional liability insurance coverage required under this Agreement., The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

17. 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.

18. 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. Avenu 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.

19. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the

subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

20. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. 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.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

By: _____

Name: Carl Kumpf

Title: CFO

Date: _____

City of Vestavia Hills

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

February 16, 2023

Melvin Turner, III
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Mr. Turner, III:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Alcohol; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Alcohol	General	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of ninety dollars ($90.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 7%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____ _____
Name:
_____ (AVENU)
Title:

By: _____
Name:
_____
Title:

Tax Revenue Enhancement Agreement
Lodging Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Vestavia Hills,** a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for lodging taxes as designated by CLIENT.

2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.

6. Notification, Reporting to CLIENT:

   i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;

   ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

   iii. All items credited will be subject to receipt of payment; and

   iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for lodging and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A,* above.

C. General Provisions

1. Information Provided: CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.

2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.

3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.

4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.

5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

6. Audit Services:

   i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.

   iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:

    a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

    b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

        i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

        ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.

8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence March 1, 2023 with collection of March 2023 taxes to be remitted on or before April 20, 2023.

9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.

11. Limitation of Liability: To the maximum extent permitted by law, neither AVENU, its employees, contractors, directors, affiliates and/ or agents shall be liable for any special, incidental or consequential damages in excess of the proceeds of the available professional liability insurance coverage required under this Agreement., The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

17. 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.

18. 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. Avenu 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.

19. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the

subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

20. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. 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.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

By: _____

Name: Carl Kumpf

Title: CFO

Date: _____

City of Vestavia Hills

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

December 16, 2022

Melvin Turner, III
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Mr. Turner, III:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Lodging; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Lodging	General	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of ninety dollars ($90.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 7%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____ _____
Name:
_____ (AVENU)
Title:

By: _____
Name:
_____
Title:

Tax Revenue Enhancement Agreement
Rental Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Vestavia Hills,** a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for Rental taxes as designated by CLIENT.

2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.

6. Notification, Reporting to CLIENT:

   i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;

   ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;

   iii. All items credited will be subject to receipt of payment; and

   iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for Rental and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A,* above.

C. General Provisions

1. Information Provided: CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.

2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.

3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.

4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.

5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".

6. Audit Services:

   i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.

   iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.

2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:

    a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

    b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

        i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

        ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.

8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence March 1, 2023 with collection of March 2023 taxes to be remitted on or before April 20, 2023.

9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.

11. Limitation of Liability: To the maximum extent permitted by law, neither AVENU, its employees, contractors, directors, affiliates and/ or agents shall be liable for any special, incidental or consequential damages in excess of the proceeds of the available professional liability insurance coverage required under this Agreement., The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.

12. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

13. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

14. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

15. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

16. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

17. 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.

18. 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. Avenu 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.

19. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the

subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

20. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. 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.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

By: _____

Name: Carl Kumpf

Title: CFO

Date: _____

City of Vestavia Hills

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

February 16, 2023

Melvin Turner, III
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Mr. Turner, III:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Rental; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Rental	General	
Rental	Automotive	
Rental	Linen	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of ninety dollars ($90.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 7%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Connie Taylor

Client Relations Manager

AVENU

205-423-4144 direct dial

205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____ _____

Name:

_____ (AVENU)

Title:

By: _____

Name:

_____

Title:

Tax Revenue Enhancement Agreement
Business License Administration

This Agreement made is as of March 1, 2023 by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Vestavia Hills, 1032 Montgomery Hwy, Vestavia Hills, AL 35216, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Services Performed: AVENU will perform remittance processing for the collection of Business Licenses.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the P.O. Box for City of Vestavia Hills payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change are captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT: AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CLIENT's account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.
2. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the Alabama *Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
3. Consideration for Remittance Processing Services, Revenue Analysis Services, and Compliance Services:
    i. AVENU will receive an amount equal to Thirteen Dollars ($13.00) per business license notice mailed. The fees associated with this Agreement are adjusted at the beginning of each Term of the Agreement by the percentage change in the Consumer Price Index (in the

geographic area) as reported by the Bureau of Labor Statistics. The CPI used for the CPI adjustment will be the CPI for the month in which the Agreement is made effective. Each CPI adjustment will not be less than two percent (2%) or greater than ten percent (10%).

ii. AVENU archives all original licenses/applications. If a CLIENT wants a copy of the original license application, there is a fee equal to $5.00 per business license/application that will be charged to CLIENT for the mailing or faxing.

4. Audit Services:

   i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. AVENU Fee: AVENU will receive an amount based on an hourly rate of ninety dollars ($90.00) for audit services, without any contingent fees whatsoever. The fees associated with the auditing portion of this contract will increase by 7% each anniversary year of the effective date.

      1. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

      2. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:

         a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

         b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

            i. Audit Time: time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

            ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

5. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.

6. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence March 1, 2023.

7. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.

8. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination

for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.

9. Limitation of Liability: To the maximum extent permitted by law, neither AVENU, its employees, contractors, directors, affiliates and/ or agents shall be liable for any special, incidental or consequential damages in excess of the proceeds of the available professional liability insurance coverage required under this Agreement., The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.

10. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

11. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

13. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

14. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

15. 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.

16. 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. Avenu 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.

17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC	**City of Vestavia Hills**
By: _____	By: _____
Name: Carl Kumpf	Name: _____
Title: CFO	Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
DISTRIBUTION CONFIRMATION

February 16, 2023

Melvin Turner, III
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Mr. Turner, III:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Business License

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.
Sincerely Yours,
Connie Taylor
Client Relations Director
213-246-2445

I have reviewed the above distribution and verify that it is correct.

By: _____
Name:
_____
Title:

AVENU

By: _____
Name:
_____
Title:

Tax Revenue Enhancement Agreement
Business License Discovery/Recovery Administration

This agreement is made as of March 1, 2023 by and between Avenu Insights & Analytics, LLC (“AVENU”) and City of Vestavia Hills, a government entity in the state of AL ("CLIENT").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
   i. Analysis of two or more municipal lists. These lists could include current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
   ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
   iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.

2. Taxpayer Remittance: Taxpayers will remit payments to City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the P.O. Box for Sample Client payments. CLIENT will be responsible for renewals. AVENU will provide a list to CLIENT.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.

6. Notification, Reporting to CLIENT: AVENU will provide CLIENT with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CLIENT’S account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.

2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, Client, or municipal governing authority.

3. Consideration for Discovery/Recovery Services:
   i. AVENU Fee for Discovery/Recovery Services: AVENU will receive fifty percent (50%) of discovery/recovery revenue collected by AVENU.
   ii. AVENU fee for copies of forms: AVENU will receive an amount equal to $5.00 per form mailed or faxed to the CLIENT per the request of the CLIENT. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
   iii. AVENU fee for Direct Payments: AVENU will receive fifty percent (50%) of discovery/recovery revenue received and deposited by the Client, which is a result of AVENU collection efforts.

4. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.

5. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence March 1, 2023.

6. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.

7. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.

8. Limitation of Liability: To the maximum extent permitted by law, neither AVENU, its employees, contractors, directors, affiliates and/ or agents shall be liable for any special, incidental or consequential damages in excess of the proceeds of the available professional liability insurance coverage required under this Agreement., The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.

9. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

10. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

11. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

12. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

13. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

14. 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.

15. 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. Avenu 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.

16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

17. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC	**City of Vestavia Hills**
By: _____	By: _____
Name: Carl Kumpf	Name: _____
Title: CFO	Title: _____
Date: _____	Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

February 16, 2023

Melvin Turner, III
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Mr. Turner, III:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
213-246-2445

I have reviewed the above distribution and verify that it is correct.

By: _____
Name:
_____
Title:

Avenu Insights & Analytics, LLC

By: _____
Name:
_____
Title:

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Business Owner/ Manager:

The City of Vestavia Hills has contracted with AVENU (Revenue Discovery Systems) to perform collection services for business license taxes on the Client's behalf. AVENU helps the Client ensure that all businesses pay their fair share of business license tax.

AVENU, as the Client's authorized representative, is bound by the same confidentiality as the Client's own employees. Any information provided to AVENU will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to AVENU, and we thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____

[name]
Client Administrator
City of Vestavia Hills

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

Cc: Brian Davis, Public Services Director
Lori Beth Kearley, Asst. City Engineer

From: Christopher Brady, City Engineer

RE: Resolution Number 5446 - A Resolution to support ALDOT project IM-1065(533) Pavement Rehabilitation on I-65

Background:
This is required by ALDOT to use federal funds to resurface Interstate 65 and for the City to support the portions within our municipal limits.

Recommendation:
ALDOT intends to bid project later this spring. A construction timeframe has not yet been identified. I recommend City adoption to support the project moving forward.

Please let me know if questions or if I can request additional information from ALDOT.

Fiscal Impact:
na

Attachments:

1. Resolution 5446
2. ALDOT_IM-1065(533)_cover letter
3. ALDOT_IM-1065(533)_plan title sheet_reduced

RESOLUTION NUMBER 5446

A RESOLUTION APPROVING THE PLANS DESIGNATED AS PROJECT NUMBER: IM-1065(533) PAVEMENT REHABILITATION FROM SR-3(US-31) TO RALEIGH AVENUE OVERPASS

WHEREAS, the City of Vestavia Hills, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on Interstate 65 within the City Limits of Vestavia Hills, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: IM-!065(533) Pavement Rehabilitation on I-65 from SR-3(US-31) to Raleigh Avenue Overpass.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City, for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Council of Vestavia Hills, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not

at any time be permitted. The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

- This project does not require the permanent barricade or relocation of any intersecting streets.
- Please refer to: Project Note Sheets Sheet – 2E
- Please refer to: General Traffic Control Plan Notes Sheet – 2F
- Please refer to: Traffic Control/Sequence of Construction Sheets 10-20

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further

agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

This resolution is passed, adopted and approved this the 13th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

I, the undersigned, Clerk of the City of Vestavia Hills do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 13th day of March, 2023, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this _____ day of _____, 20 __

Rebecca Leavings
City Clerk

ALABAMA
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962

Kay Ivey
Governor

John R. Cooper
Transportation Director

January 30, 2023

The Honorable Ashley Currry
Mayor, City of Vestavia Hills
City Hall
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

RE: Jefferson County
Project Number: IM-I065(533)
Pavement Rehabilitation on I-65 from SR-3 (US-31) to Raleigh Avenue Overpass

Dear Mayor Curry:

Attached you will find the Standard Project Resolution and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Vestavia Hills for consideration and approval. It is important to emboss the official City of Vestavia Hills Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: John S. Haynes MAB.
John S. Haynes, P.E.
Assistant Region Engineer - Preconstruction

DL/JSH/MB/sfpb
Attachment
C: Mrs. Sandra F. P. Bonner
File w/att.

ALG
Birmingham 205.252.8505
Montgomery 334.263.0529

ALABAMA
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED PROJECT NUMBER

IM-I065(533)

PAVEMENT REHABILITATION ON I-65 FROM SR-3 (US-31) TO RALEIGH AVE OVERPASS (MP-251.76 - MP-255.52) AND

IM-I065(534)

RALEIGH AVE OVERPASS TO 1ST AVE NORTH (NORTH END OF BIN # 144407) (MP-255.52 - MP-259.53)

JEFFERSON COUNTY

STATE	REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.	LA SHE NO
AL	IM-I063(533) IM-I063(534)	2023	1	2
CONTRACT ID NO:				

Preliminary Project No.: IM-I065(533) & IM-I065(534)
Code No.:

Design Designation	I-65 MP 251.79 - MP 255.52	I-65 MP 255.52 - MP 259.5
ADT (2023)	126,235	130,898
ADT (2043)	227,995	236,417
K	9%	8%
D	55%	52%
TDHV	8%	8%
TADT	11%	10%
V (Design Speed) (m.p.h.)	60	60
Min. Stopping Sight Dist.	---'	---'

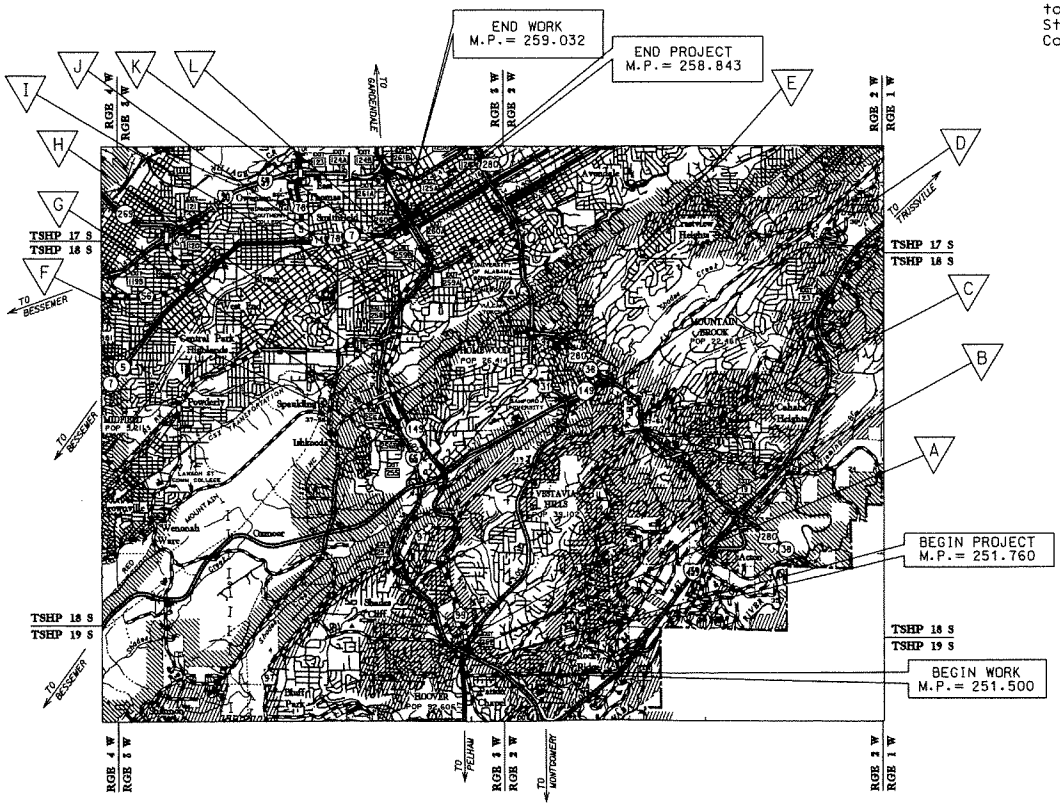
These plans have been prepared to conform to the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

EXISTING BRIDGES:

		STA		STA	LENGTH
A	RDWY I-65 (OVER SR-3 (US 31)) BIN: 014418	MP 251.936 (RET. PAVE OGFC)		MP 252.002	348.26'
B	RDWY I-65 (OVER TYLER ROAD) BIN: 014420	MP 252.168 (RET. PAVE OGFC)		MP 252.204	188.32'
C	RDWY I-65 (OVER BLUE RIDGE BLVD) BIN: 014421 SB BIN: 014422 NB	MP 253.385 (RET. PAVE OGFC)		MP 253.420	184.88'
D	RDWY I-65 (OVER FOREST BROOK DRIVE) BIN: 014423 SB BIN: 014424 NB	MP 254.238 (RET. PAVE OGFC)		MP 254.275	196.83'
E	RDWY I-65 (OVER SHADES CREEK) BIN: 014425 SB BIN: 014426 NB	MP 254.802 (RET. PAVE OGFC)		MP 254.914	590.71'
F	RDWY I-65 (OVER RALEIGH AVE) BIN: 014427	MP 255.590 (RET. PAVE OGFC)		MP 255.731	216.69'
G	RDWY I-65 (OVER GUNNOR ROAD) BIN: 014388	MP 256.095 (RET. PAVE OGFC)		MP 256.143	253.74'
H	RDWY I-65 (OVER 24TH AVE S) BIN: 014389	MP 257.099 (RET. PAVE OGFC)		MP 257.136	191.64'
I	RDWY I-65 (OVER SR-149 (UNIVERSITY BLVD) BIN: 014400	MP 258.039 (RET. PAVE OGFC)		MP 258.089	256.11'
J	RDWY I-65 (OVER 16TH AVE S) BIN: 014401	MP 258.156 (RET. PAVE OGFC)		MP 258.192	190.56'
K	RDWY I-65 (OVER 8TH STREET S) BIN: 014402	MP 258.656 (RET. PAVE OGFC)		MP 258.688	171.97'
L	RDWY I-65 (OVER 8TH AVE S (SR149) UNIVERSITY BLVD) BIN: 014403	MP 258.807 (RET. PAVE OGFC)		MP 258.843	186.87'

TOTAL EFFECT: 2985.58'

Total Stationing of Project	37399.23	FT	
Equations & Exceptions		N/A	
Net Length of Project	37399.23	FT	7.083 MI
Net Length of Bridges	2985.58	FT	0.565 MI
Net Length of Roadways	34413.65	FT	6.517 MI



VICINITY MAP

POPULATIONS ARE FROM 2020 CENSUS

ALABAMA DEPARTMENT OF TRANSPORTATION
Submitted for Approval

REGION ENGINEER

CHIEF ENGINEER

Approved

TRANSPORTATION DIRECTOR

PLANS PREPARED BY:

GONZALEZ - STRENGTH & ASSOCIATES, INC

PRELIMINARY
NOT FOR CONSTRUCTION, RECORDING OR IMPLEMENTATION

JAMES R. BROWN, PE — DATE
AL PROFESSIONAL ENGINEER LICENSE NO. 15858

CITY OF VESTAVIA HILLS
FIRE DEPARTMENT
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

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

From: Steven Michael

RE: Ordinance Number 3168 - An Ordinance authorizing the Mayor and City Manager to execute an automatic aid agreement with Mountain Brook

---

Background:
VHFD has existing automatic aid agreements with local municipalities. This establishes an automatic aid agreement with Mountain Brook.

Recommendation:
This has been reviewed by staff and the City Attorney found no issues.

Fiscal Impact:

Attachments:
1. Ordinance 3168
2. Automatic Aid Agrmt Mountain Brook
3. PH Boone Legal Opinion to Fire Chief Marvin Green February 20, 2023

ORDINANCE NUMBER 3168

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH THE CITY OF MOUNTAIN BROOK FOR MUTUAL AID

WHEREAS, the City of Vestavia Hills, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Title 11-43-140, *Code of Alabama, 1975*; and

WHEREAS, the City of Mountain Brook, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Title 11-43-140, *Code of Alabama, 1975*; and

WHEREAS, Alabama law at Title 11-43-141, *Code of Alabama, 1975*, authorizes municipal firemen to assist in emergencies beyond the corporate city limits; and

WHEREAS, Alabama at Title 11-102-1, *Code of Alabama, 1975*, authorizes municipalities to enter into written contracts with counties or other municipalities for emergency aid services; and

WHEREAS, City Ordinance Number 2280 enacted on November 23, 2009 allows the Vestavia Hills Fire Department to assist another fire department, emergency management agency or public safety agency through mutual aid or automatic aid agreement; and

WHEREAS, the Fire Departments of the Cities of Vestavia Hills, Alabama and Mountain Brook, Alabama desire for their respective municipalities to enter into a written agreement, which will provide, among other things, that the two Fire Departments may lend and borrow fire trucks and other firefighting equipment when needed; and

WHEREAS, the City of Vestavia Hills, Alabama ("Vestavia Hills") and the City of Mountain Brook, Alabama ("Mountain Brook") agree to mutual aid and wish to reduce their agreement to writing, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3168 as if written fully therein; and

WHEREAS, the Mayor and the City Council feel it is in the best interest of the public to execute and deliver said mutual aid agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver the agreement detailed in the attached Exhibit A; and
2. The agreement, upon execution, shall be filed with the City Clerk of each municipality; and
3. This Ordinance Number 3168 shall become effective immediately upon adoption and publishing/posted as required by Alabama law.

ADOPTED and APPROVED this the 13th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3168 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 13th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

INTER-JURISDICTIONAL AUTOMATIC AID AGREEMENT
FOR STRUCTURE FIRE INCIDENT REPORTS

This **Inter-Jurisdictional Automatic Aid Agreement for Structure Fire Reports** (the "Agreement") is entered by and between the **City of Mountain Brook, Alabama**, on behalf of its Fire Department, (hereinafter "MBFD") and the **City of Vestavia Hills, Alabama**, on behalf of its Fire Department (hereinafter "VHFD"). MBFD and VHFD herein may be referenced individually as a "Party" or collectively as "Parties." This Agreement shall become effective on the date last signed below by a Party (the "Effective Date").

W I T N E S E T H:

WHEREAS, each Party maintains and operates their own fire department (including separate personnel and equipment) to furnish fire and other emergency services in their respective jurisdictions;

WHEREAS, the jurisdictional boundaries of the cities that the Parties serve adjoin in many locations throughout Jefferson County, Alabama;

WHEREAS, a fire department generally serves a particular jurisdiction and is the responding agency for fire or emergency alarms and calls for service that originate in that jurisdiction;

WHEREAS, presently, both Parties use the services of the Shelby County Emergency Management Communications District (the "911 Call Center") to receive 911 calls that are made in or concern incidents occurring in their jurisdictions, and the 911 Call Center dispatches public safety agencies that serve their respective cities to respond to those incidents;

WHEREAS, the Parties desire to enter this Agreement whereby each of them will assist the other as set forth herein if the 911 Call Center receives a reported or confirmed fire incident report involving a structure (a "Structure Fire Incident Report") that is located in either of their jurisdictions; and

WHEREAS, it is mutually beneficial to the Parties and in the public interest of citizens in their respective jurisdictions for MBFD and VHFD to automatically respond to Structure Fire Incident Reports related to either of their jurisdictions.

WHEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties enter this Agreement pursuant to the following terms, provisions and conditions:

1. Automatic Response by Both Parties to Structure Fire Incident Reports. In lieu of a Party specifically requesting assistance from the other on a mutual aid basis, MBFD and VHFD agree to automatically respond to calls regarding a Structure Fire Incident Reports processed through the 911 Call Center regarding locations in their own or the other's jurisdiction.

2. Automatic Aid Procedures. The following procedures apply when MBFD and VHFD respond to Structure Fire Incident Reports occurring in either of their jurisdictions:

(a) upon report of a Structure Fire Incident Report regarding a location in either the City of Mountain Brook or the City of Vestavia Hills, the 911 Call Center Dispatch Center will dispatch both the MBFD and VHFD to that location without regard to which city in which the incident occurs;

(b) if facilities and personnel are available, MBFD will respond to reported or confirmed structure fires occurring within the City of Vestavia Hills with one staffed Engine Company:

(c) if facilities and personnel are available, VHFD will respond to reported or confirmed structure fires occurring within the City of Mountain Brook with one staffed Engine Company;

(d) the officer in charge of the unit for the Party that arrives first at the location of an incident will establish command at the scene of the emergency. After units from both Parties arrive, incident command will remain with that Party and officer if the incident is occurring at a location in the jurisdiction of the first arriving unit. If the location of the incident is outside the jurisdiction of the first arriving unit, incident command will transfer to the Party in whose jurisdiction the incident is occurring when it is reasonably practical to relieve the initial officer and Party in charge;

(e) each Party maintains and utilizes their own radio channel to communicate between their respective companies, units, and personnel. The Parties agree that, during the course of operations contemplated under this Agreement, the companies, units, and personnel of both Parties who respond to a Structure Fire Incident Report hereunder will operate and communicate on the radio channel of the Party in whose jurisdiction the incident is occurring; and

(f) each Party is responsible to train its own personnel, companies, and units which will perform operations contemplated hereunder. Notwithstanding, the Parties may develop deployment plans for personnel and equipment (assuming same are available) when both Parties are dispatched to respond to a Structure Fire Incident Report.

3. Scope of Services. When a Party is dispatched hereunder to perform emergency services outside its jurisdiction, none of its officers or employees are expected or obligated to perform any type of service or function at that location that is different from those that such Party performs within its jurisdiction.

4. Supervision. Subject to the understandings in section 2(d) above, the supervision of workers, rendition and standards of performing services, discipline, and other matters incident to performance of services by a Party shall remain with the department and supervisors of the department employing the respective workers who provide services. To that end, any disputes, disagreements, or questions concerning the level of services and standards of performance of services by either Party at the location of an incident or concerning a Structure Fire Incident Report shall be determined by MBFD's Fire Chief if

those questions concern or relate to MBFD employees or by VHFD's Fire Chief if they concern or relate to VHFD employees.

5. Employee Status. In performing the services and functions contemplated in this Agreement, the Parties intend that the persons employed by them shall at all times be considered and remain as employees and representatives of the employing department. In no event shall workers of one Party have any claim or right to compensation or benefits of any type (including, without limitation, salary, wages, worker's compensation, pension or other benefits paid by either of them to their employees) or other employment rights or privileges that are granted by operation of law or otherwise extended by the other Party to their employees.

6. Liabilities and Responsibilities.

(a) Neither of the Parties or their respective officers and employees assume or shall be deemed to have assumed any liability or responsibility for the acts, omissions, and negligence of the other Party (or their officers or employees) in the performance of functions, operations, and activities contemplated in this Agreement. The City of Mountain Brook and the City of Vestavia Hills waive and release each other from any claims, demands, liabilities, actions, or suits of any kind (including any claim for contribution or indemnification) seeking compensation for property loss, personal injury or death, or other damages of any type (hereinafter a "Claim(s)") occurring as a consequence of the performance or failure of either department to perform their respective responsibilities under this Agreement;

(b) With respect to Claims or matters related or arising from operations contemplated hereunder, the Parties intend that they have responsibility only for the conduct and operations of their own department, employees, or officers, and that neither shall bear or have responsibility to the other (or be deemed to have responsibility to the other) or to any third party for their conduct or omissions. Accordingly, if a third party asserts a Claim against either Party arising from the performance or nonperformance by either of them of responsibilities contemplated hereunder, each Party is responsible to defend itself from any such claim made against them (or their respective officers or employees) at their own expense;

(c) All privileges and immunities from liability, exemption from Claims or laws, ordinances and rules, benefit of pensions and relief, disability, workman's compensation and other benefits which apply to a Party (or their officers or employees) when performing public safety functions within their own jurisdictional limits also apply to the same degree and extent when, as contemplated hereunder, a Party (or their officers and employees) performs those functions outside their own jurisdiction;

(d) All liability for workers compensation benefits or other Claims for injury to personnel employed by a Party, and for loss or damage of equipment owned

or utilized by either of them, exclusively shall be borne by the Party employing such personnel and owning such equipment.

(e) The cost of fuel, expendable supplies, and other expense of operations contemplated hereunder shall be the responsibility of the Party providing that equipment, consuming those supplies, and performing those operations.

(e) All compensation for personnel (including, but not limited to, salaries, pensions, and other benefits) who perform services contemplated hereunder shall be borne by the Party employing such personnel.

(f) MBFD shall not be liable or responsible for the actions or inactions of VHFD (or their officers or employees) in performing or failing to perform operations contemplated hereunder, including, but not limited to, VHFD not responding to incident reports after being notified by the 911 Call Center. Similarly, VHFD shall not be liable or responsible for the actions or inactions of MBFD (or their officers or employees) in performing or failing to perform operations contemplated hereunder, including, but not limited to, MBFD not responding to incident reports after being notified by the 911 Call Center.

7. Effective Date & Term of Contract. The term of this Agreement shall begin on the Effective Date and remain in effect until terminated by mutual agreement; provided, however, either Party may terminate said Agreement by giving at least thirty (30) days' advance written notice to the other Party at the address indicated below.

8. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

9. Integration/No Amendment/ No Waiver. This Agreement constitutes the entire agreement between the MBFD and VHFD with respect to the matters herein. Any discussions, understandings, or agreements concerning those matters not expressed herein are merged into this Agreement and of no effect. Further, this Agreement may not be amended or its provisions or rights hereunder waived by either Party except in a writing signed by both Parties.

10. Partial Invalidity. If any portion of this Agreement is determined to be invalid, void, or otherwise unenforceable, the remaining portions of it shall remain valid and of full force and effect.

11. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parties.

12. Counterpart Signatures. This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each party whether reproduced in photographic, digital, computer, or other electronic form.

(Signature Page Follows)

The undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organizations.

CITY OF MOUNTAIN BROOK, ALABAMA, on behalf of its Fire Department

By: _____
Sam Gaston

Its: City Manager

Date: _____ ___, 2023

By: _____
Chris J. Mullins

Its: Fire Chief

Date: _____ ___, 2023

Administrative Address:
102 Tibbett Street
Birmingham, Alabama 35213

CITY OF VESTAVIA HILLS, ALABAMA on behalf of the VHFD

By: _____
Jeff Downes

Its: City Manager

Date: _____ ___, 2023

By: _____
Marvin Green

Its: Fire Chief

Date: _____ ___, 2023

Administrative Address:
1032 Montgomery Highway
Vestavia, Alabama 35216

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

February 20, 2023

By Electronic Mail

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

In Re: Inter-Jurisdictional Automatic Aid Agreement for Structure Fire Incident Reports Between the Cities of Mountain Brook and Vestavia Hills

Dear Chief Green:

On February 1, 2023, you sent to me via electronic mail a copy of a proposed Inter-Jurisdictional Automatic Aid Agreement for Structure Fire Incident Reports ("Agreement") by and between the Cities of Mountain Brook and Vestavia Hills, Alabama with a request that I review it and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

The Jurisdictional Automatic Aid Agreement for Structure Fire Incident Reports provides that the Fire Departments of the City of Vestavia Hills and the City of Mountain Brook will help each other. The Agreement specifically provides that both Fire Departments will answer fire calls in certain specific areas of the City of Vestavia Hills, Alabama and certain specific areas of the City of Mountain Brook, Alabama.

It is my legal opinion that the Agreement meets the requirements of Alabama law. Therefore, from a legal standpoint, I approve the Agreement. I have no suggestions for additions, deletions, changes and/or corrections. I do want to point out the following laws that support agreements of this nature.

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

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

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

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

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

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

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

Sincerely,

Patrick H. Boone
Vestavia Hills City Attorney

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

CITY OF VESTAVIA HILLS
FIRE DEPARTMENT
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

Cc: Ryan Farrell, Asst. Fire Chief

From: Marvin Green, Fire Chief

RE: Ordinance Number 3169 - An Ordinance Amending Ordinance Number 2849 authorizing the Mayor and City Manager to execute and deliver a License Agreement for fire training facility

---

Background:
In 2019 Vestavia Hills entered into an agreement for use of the property located at 3790 Veona Daniels Road as a fire training facility. As a part of that agreement, Vestavia Hills has used that facility for fire training along with the Rocky Ridge Fire District. Since the initial agreement was executed, Jefferson County has approached Vestavia Hills and the Rocky Ridge Fire District about the use of a larger parcel located at 3870 Veona Daniels Road. This parcel will provide additional opportunities for training. Both parcels have unique attributes which make them valuable for training.

Recommendation:
This opportunity will provide additional space for fire training and will benefit Vetavia Hills tremendously. The current budget provides for immediate improvements to the parcel.

Fiscal Impact:

None due to approval of previous agreement.

Attachments:

1. Ordinance 3169
2. Agreement
3. City Attorney Opinion

ORDINANCE NUMBER 3169

AN ORDINANCE AMENDING ORDINACE NUMBER 2849 AUTHORIZNG THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A LICENSE AGREEMENT WITH JEFFERSON COUNTY AND ROCKY RIDGE FIRE DISTRICT FOR PROPERTY TO BE USED AS A FIRE TRAINING FACILITY

WHEREAS, in 2019, Jefferson County ("Licensor") and Rocky Ridge Fire District and the City of Vestavia Hills ("Licensees") entered into a License Agreement wherein the Licensor authorized the Licensees to use the property at 3790 Veona Daniels Road as a fire training facility for a period of fifty (50) years at a rental of One Dollar ($1.00) per year; and

WHEREAS, a second proposed License Agreement was presented for property at 3870 Veona Daniels Road which, when reviewed, was a more suitable property for training purposes which gave the parties the right to use both properties for training purposes; and

WHEREAS, a copy of the second License Agreement is marked as Exhibit A, attached to an incorporated into this Ordinance Number 3169 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to amend Ordinance Number 2849 and the first License Agreement for the second License Agreement as detailed in the attached Exhibit A.

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

1. The Mayor and City Manager are hereby authorized the execute and deliver a second License Agreement as detailed in the attached Exhibit A; and
2. This Ordinance Number 3169 shall become effective immediately upon adoption and posting/publication as required by Alabama Law.

ADOPTED and APPROVED this the 13th day of March, 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 3169 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 13th day of March, 2023, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills New Merkel House, and Vestavia Hills Civics Center this the _____ day of _____, 2023.

Rebecca Leavings
City Clerk

LICENSE AGREEMENT

State of Alabama)

County of Jefferson)

This License Agreement between, Jefferson County, Alabama (hereinafter, referred to as "Licensor"), and Rocky Ridge Fire District and the City of Vestavia Hills (hereinafter, referred to as "Licensees"), made and entered into as reflected below.

WHEREAS, Licensees are a fire district and a municipal corporation, governmental entities, established under the laws of the State of Alabama; and

WHEREAS, Licensees desire to utilize property owned by the County located at 3870 Veona Daniels Road as a fire training facility, construct structures on the property to promote the training of their respective fire departments; and

WHEREAS, Licensor has no current use for the subject property and believes such use of the property by the Licensees serves a sufficient public purpose and benefit to residents of Jefferson County and therefore is in agreement to license the property to the Licensees in accordance with the following:

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

(1) Licensor hereby lets and licenses to Licensee, to the extent of its ownership interest and for the limited purpose described below, the surface use of the property described on Exhibit A and depicted on Exhibit B (herein "the property") attached hereto.

(2) The limited purpose of this LICENSE shall be the utilization of the surface use of the property for, at Licensees' expense, of a fire training facility including those buildings and out-buildings normally associated with fire training facility operations.

(3) Licensees are authorized to improve the surface by leveling, paving and installing appropriate drainage facilities, to the extent required for the stated purpose. Subject to review and approval by the County Engineer and the Director of Environmental Services.

(4) Licensees agree to position all structures located on the property such as not to cover any existing sewer lines in use located under the surface of said property.

(5) Licensees are authorized to pave on the property, but realizes that any pavement located over existing sewer lines is subject to being removed by the Licensor, if so deemed by the Licensor for the purposes of the Licensor to access, maintain or repair the Jefferson County Sewer System.

(6) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensees of the rights herein granted; and Licensees hereby agree to release Licensor and shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees, judgments and other legal costs, to which Licensor may be subject on account of the exercise by Licensees, of any of its rights hereunder or on account of any act, errors or omissions by Licensees, its servants, agents, employees or contractors, including any failure to comply with all provisions of this LICENSE.

(7) Licensees hereby acknowledge that this LICENSE is granted to Licensees only and shall not be sold, assigned, transferred in any manner whatsoever, without specific written approval of Licensor.

(8) The term of this LICENSE shall begin upon execution and end March 1, 2072, or earlier upon Licensees' dissolution, bankruptcy, receivership or vacation of the property. Provided, Licensor and Licensees may extend the term hereof by mutual agreement. Licensor and Licensees may terminate this License, for any reason and with or without cause, upon at least ninety (90) days written notice to the other parties. Upon such termination, Licensees shall immediately vacate the premises, leaving them in good order and repair.

(9) In consideration for use of the Premises, Licensee agrees to pay the Licensor an annual rent of One and 00/100 Dollar ($1.00) (the "Rent") for the Premises. Licensee agrees to pay the Rent to the Licensor on or before the 15th day of each February for each year that this License is in effect, with the first Rent payment being due on or before February 15, 2023.

(10) Licensees shall maintain the premises in a condition at all times satisfactory to Licensor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times).

(11) Licensees shall provide security for the entire premises as described in Exhibit A.

(12) Purchase and maintain throughout the term of this license and all extensions hereof comprehensive general public liability insurance, naming the Licensees and Jefferson County, Alabama, Jefferson County Commission and

Commissioners and County employees as named insureds with a company duly authorized and approved to do business in Alabama. Said insurance shall include minimum coverage as follows:

i. $300,000.00 for personal injury liability and/or death from any one occurrence.

ii. $100,000.00 for personal injury and/death for any single injury or death.

iii. A clause obligating the insurance company to give not less than 30 days written notice to the President, Jefferson County Commission and the Director, Environmental Services Department of Jefferson County, before cancellation thereof. No Such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.

iv. Workers compensation insurance if required by law, for all Licensees' employees.

Notwithstanding the aforementioned insurance, proof of self-insurance which meets all the above requirements is sufficient in lieu of a purchased policy.

(13) The parties agree that the Licensor or their assigns and specifically Environmental Services Department shall have the right to enter the Premises in order to access, inspect, service, and/or replace any utility, sewer, power, gas and water lines currently or hereafter located on the Premises. Licensees' shall have the right to have utilities placed on the premises to service any structures on the property. Subject to review and approval of the Director of Environmental Services. Licensees shall be responsible for payment of all utilities

(14) This License shall be governed by the laws of the state of Alabama and any applicable local ordinances. The venue for any dispute arising under this License

shall be the Birmingham Division of the Circuit Court of Jefferson County, Alabama.

(15) All notices to the Licensor will be addressed to:

County Manager, Cal Markert
Suite 216
716 Richard Arrington Jr. Blvd. No.
Birmingham, AL 35203.

All notices to Licensees will be addressed to:

Chief Jon A Lord
Rocky Ridge Fire District
2911 Metropolitan Way
Birmingham, AL 35243

City Manager, Jeff Downs
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

(16) This License may be amended at any time only with the written consent of all parties.

(17) Licensees shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Premises or other property of the Licensor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensees or any contractor or subcontractor of the Licensees. If any mechanics' or materialmen's lien is filed against the Premises or other property of the Licensor, then the Licensees shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensor. If the Licensee learns of any claim or action

pertaining to mechanics' or materialmen's liens with respect to the Premises or other property of the Licensor the Licensee shall give prompt notice of the same to the Licensor.

(18) This License constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this LICENSE AGREEMENT to be executed by their duly authorized representatives this _____ day of _____, 2023.

ATTEST:

_____
Mildred G. Diliberto, Minute Clerk

Jefferson County, Alabama

By_____
James A. Stephens, President
Jefferson County Commission

Rocky Ridge Fire District

By_____
John Pleasant, President Board of Trustees

City of Vestavia Hills

By_____
Ashley C. Curry, Mayor

By_____
Jeff Downs, City Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I,_____ , a Notary Public in said County and State, hereby certify that **James A Stephens** whose name as **President of the Jefferson County Commission** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

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

_____
Notary Public

My Commission expires:_____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Michael Bartlett , a Notary Public in said County and State, hereby certify that **John Pleasant** whose name as **President of the Board of Trustees, Rocky Ridge Fire District** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal, this 2 day of March, 2023.

_____
Notary Public

My Commission Expires:

Michael A. Bartlett
Notary Public, Alabama State at Large
My Commission Expires December 21, 2025

STATE OF ALABAMA)

JEFFERSON COUNTY)

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

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

_____
Notary Public

My Commission expires:_____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I,_____ , a Notary Public in said County and State, hereby certify that **Jeff Downs** whose name as **City Manager of the City of Vestavia Hills** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

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

_____
Notary Public

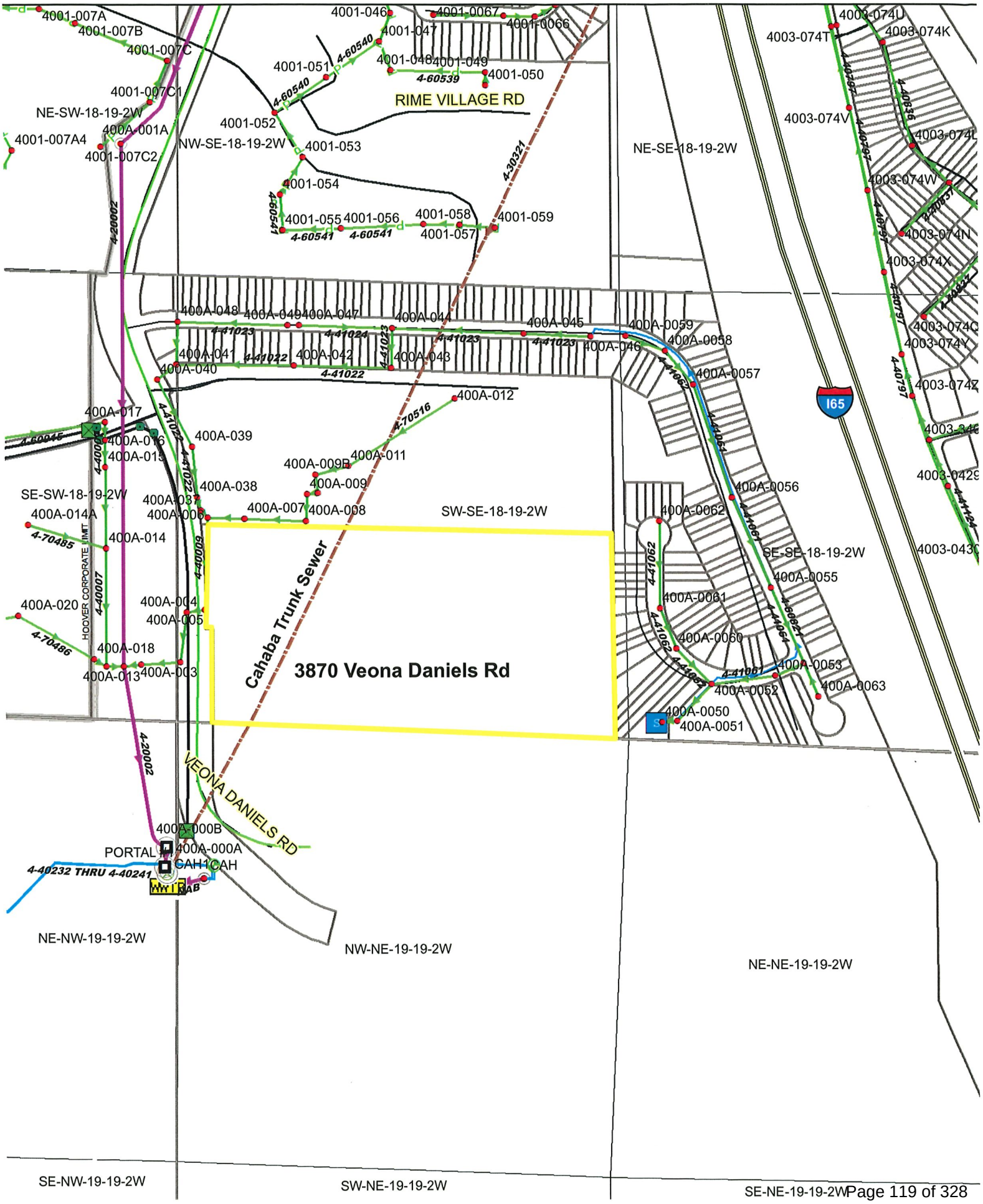
My Commission expires:_____

EXHIBIT "A"

All that part of the Southwest ¼ of the Southeast ¼ of Section 18, Township 19 South, Range 2 West, Jefferson County, Alabama, lying southerly of and abutting that certain property conveyed to the United States of America as described in Real 655 Page 221 and recorded in the Jefferson County Probate Office and lying easterly of and abutting the right-of-way of Veona Daniels Road.

Containing approximately 17 acres, more or less.

Exhibit "B"


3870 Veona Daniels Rd
Cahaba Trunk Sewer
RIME VILLAGE RD
VEONA DANIELS RD
HOOVER CORPORATE LIMIT
I65
NE-SW-18-19-2W
NW-SE-18-19-2W
SW-SE-18-19-2W
SE-SW-18-19-2W
NE-SE-18-19-2W
NE-NW-19-19-2W
NW-NE-19-19-2W
NE-NE-19-19-2W
SE-NW-19-19-2W
SW-NE-19-19-2W
SE-SE-18-19-2W
SE-NE-19-19-2W
PORTAL
CAH1CAH
4001-007A
4001-007B
4001-007C
4001-007C1
4001-007A4
4001-007C2
400A-001A
4001-046
4001-0067
4001-0066
4001-047
4001-048
4001-049
4001-050
4001-051
4001-052
4001-053
4001-054
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4001-058
4001-059
4001-057
4003-074U
4003-074K
4003-074T
4003-074V
4003-074L
4003-074W
4003-074N
4003-074X
4003-074Q
4003-074Y
4003-074Z
400A-048
400A-049
400A-047
400A-044
400A-045
400A-046
400A-0059
400A-0058
400A-0057
400A-041
400A-042
400A-043
400A-040
400A-012
400A-017
400A-016
400A-015
400A-039
400A-009B
400A-011
400A-009
400A-038
400A-037
400A-006
400A-007
400A-008
400A-014A
400A-014
400A-020
400A-004
400A-005
400A-018
400A-013
400A-003
400A-000B
400A-000A
400A-0056
400A-0062
400A-0055
400A-0061
400A-0060
400A-0053
400A-0052
400A-0063
400A-0050
400A-0051
4-60540
4-60539
4-60541
4-30221
4-20002
4-41023
4-41024
4-41022
4-70516
4-60015
4-40008
4-41062
4-41063
4-40797
4-40836
4-40837
4-41124
4-70485
4-40007
4-40009
4-70486
4-41061
4-69821
4-40232 THRU 4-40241

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

March 8, 2023

By Electronic Mail

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

In Re: License Agreement Between Jefferson County, Alabama ("Licensor") and Rocky Ridge Fire District and the City of Vestavia Hills ("Licensees")

Dear Chief Green:

On March 6, 2023, you sent to me via electronic mail a proposed License Agreement by and between Jefferson County, Alabama ("Licensor") and Rocky Ridge Fire District and the City of Vestavia Hills ("Licensees") wherein Licensor grants to Licensees a license to use the real estate at 3870 Veona Daniels Road as a fire training facility for a period of fifty (50) years for and in consideration of One Dollar ($1.00) per year. You requested that I review the License Agreement and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. FACTS

In 2019, Jefferson County ("Licensor") and Rocky Ridge Fire District and the City of Vestavia Hills ("Licensees") entered into a License Agreement wherein the Licensor authorized the Licensees to use the property at 3790 Veona Daniels Road as a fire training facility for a period of fifty (50) years at a rental of One Dollar ($1.00) per year. That License Agreement will remain in full force and effect until it expires on September 30, 2068.

On March 6, 2023, you sent to me a second proposed License Agreement by and among the same parties for the property at 3870 Veona Daniels Road for a period of fifty (50) years at a rental of One Dollar ($1.00) per year. If it is ultimately approved, then in such event the Vestavia Hills Fire Department will have the right to use the property at 3790 Veona Daniels Road and the property at 3870 Veona Daniels Road for fire training purposes. The differences between the 2019 License Agreement include the following:

A. The property is for 3870 Veona Daniels Road.

B. The Licensees do not have the authority to improve the existing structure(s) on the property.

C. Section 1 on page 2 includes Exhibit B, which is a map of the property subject to the License Agreement.

D. The use of the property is limited to the use of the surface of the property at Licensees' expense (Section 2 on page 2).

E. Section 3 on page 2 provides that any improvements by the Licensees shall be approved in advance by the County Engineer.

F. Section 8 on page 3 provides that the term of the License Agreement begins March 1, 2023.

G. Section 9 on page 3 provides that the $1.00 rental payment will be paid by the 15th day of February annually.

H. Section 12 refers to the Licensees rather than the Licensee on line 2 on page 4.

I. Section 13 provides that any utilities installed by Licensees shall be subject to the approval of the Director of Environmental Services.

J. Section 15 on page 5 provides that City Manager Jeff Downes shall be the contact person for the City.

K. The documents shall be redated for 2023 on pages 6, 7 and 8 thereof.

II. THE LICENSE AGREEMENT

Among other things, the License Agreement provides as follows:

A. **INDEMNITY:** Section 6 of the License Agreement reads as follows:

> "(6) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensees of the rights herein granted; and Licensees hereby agree to release Licensor and shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees, judgments and other legal costs, to which Licensor may be subject on account of the exercise by Licensees, of any of its rights hereunder or on account of any act, errors or omissions by Licensees, its servants, agents, employees or contractors, including any failure to comply with all provisions of this LICENSE."

B. **INSURANCE:** Section (12) of the License Agreement provides as follows:

> "(12) Purchase and maintain throughout the term of this license and all extensions hereof comprehensive general public liability insurance, naming the Licensee and Jefferson County, Alabama, Jefferson County Commission and Commissioners and County employees as named insureds with a company duly authorized and approved to do business in Alabama. Said insurance shall include minimum coverage as follows:
>
> i. $300,000.00 for personal injury liability and/or death from any one occurrence.
>
> ii. $100,000.00 for personal injury and/death for any single injury or death.
>
> iii. A clause obligating the insurance company to give not less than 30 days written notice to the President, Jefferson County Commission and the Director, Environmental Services Department of Jefferson County, before cancellation thereof. No Such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.
>
> iv. Workers compensation insurance if required by law, for all Licensees' employees.
>
> Notwithstanding the aforementioned insurance, proof of self-insurance which meets all the above requirements is sufficient in lieu of a purchased policy."

III. LEGAL ISSUE

May the City of Vestavia Hills legally agree to the indemnity and insurance provisions set forth in the License Agreement?

IV. LEGAL OPINION

It is my legal opinion that the answer to the legal question is in the affirmative; provided, however, that the City keep the insurance coverages in full force and effect for the next fifty (50) years.

V. BASIS FOR LEGAL OPINION

I have written literally hundreds of legal opinions opining that the City cannot legally indemnify and hold harmless another party from tort liability. My position on that legal principal has not changed! However, I approve the language of sections (6) and (12) in the License Agreement for the following reasons:

A. In my opinion, Jefferson County would never make this License Agreement without including the indemnity and insurance requirements. It would not be in the best interest of the citizens of the City of Vestavia Hills or its Fire Department to lose 50 years of the use of the property for fire training purposes for the nominal sum of $50.00.

B. **GOVERNMENTAL ENTITIES:** Alabama law at Title 11-93-1, *Code of Alabama, 1975,* provides that municipalities and counties are "governmental entities." Therefore, the City of Vestavia Hills ("Licensee") and Jefferson County ("Licensor") are governmental entities.

Title 11-93-2, *Code of Alabama, 1975,* sets forth the maximum damages recoverable for tort claims and judgments against local governmental entities and reads as follows:

> **"§11-93-2. Maximum damages recoverable.** The recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to $300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts hereinabove set forth."

C. Alabama law authorizes municipalities to purchase liability insurance policies pursuant to Title 11-47-24, *Code of Alabama, 1975.*

D. The maximum liability of a county in Alabama for a tort claim is $100,000.00/$300,000.00 and $100,000.00. The required liability insurance coverages under the provisions of Section 12 of the License Agreement are also $100,000/$300,000/$100,000. Therefore, any claim pursuant to the indemnity requirement would be paid by the insurance company. The City would not be required to pay any part of any judgment or settlement. In my opinion, there would be no violation of the *Constitution of Alabama* or the Public Purpose Doctrine that I have cited many times in previous legal opinions.

V. CONCLUSION

If approved, the Vestavia Hills Fire Department will have two parcels of land to use for training purposes (3790 and 3870 Veona Daniels Road) for a period of fifty (50) years. To me, that promotes the health, safety and welfare of the City and its inhabitants.

VI. MY RECOMMENDATIONS

I make the following recommendations:

A. I recommend the License Agreement from a legal standpoint.

B. I further recommend that if the City Council approves the License Agreement, then in such event the City shall keep, maintain and pay the premiums in order to keep the liability insurance coverages as described in Section (12) in full force and effect for the next 50 years.

C. Certificates of Insurance should be delivered to the Jefferson County Commission.

Please call me if you have any questions regarding this legal opinion.

Sincerely,

Patrick H. Boone
Vestavia Hills City Attorney

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

CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

Cc: Jason Hardin, Asst. Police Chief
Dan Rary, Police Chief
Sean Richardson, Captain
Ronald Ware, Captain

From: Robert Wilson, Forensic Services

RE: Resolution Number 5447 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said property

---

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

2015 Ford Taurus VIN 1FAHP2MK4FG138927 Mileage 184402
2012 Chevrolet Tahoe VIN 1GNLC2E02CR190982 Mileage 164526
2012 Chevrolet Tahoe VIN 1GNLC2E00CR191337 Mileage 154806
2014 Chevrolet Tahoe VIN 1GNLC2E05ER194222 Mileage 162936
2014 Chevrolet Tahoe VIN 1GNLC2E07ER193427 Mileage 176692

Recommendation:
N/A

Fiscal Impact:
N/A

Attachments:
1. Resolution 5447

RESOLUTION NUMBER 5447

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5447 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 13th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A:

2015	Ford	Taurus	VIN	1FAHP2MK4FG138927	Mileage	184402
2012	Chevrolet	Tahoe	VIN	1GNLC2E02CR190982	Mileage	164526
2012	Chevrolet	Tahoe	VIN	1GNLC2E00CR191337	Mileage	154806
2014	Chevrolet	Tahoe	VIN	1GNLC2E05ER194222	Mileage	162936
2014	Chevrolet	Tahoe	VIN	1GNLC2E07ER193427	Mileage	176692

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

March 13, 2023

To: Mayor and City Council

Cc: Keith Blanton, Director of Building Safety
Melvin Turner, III, Finance Director
Christopher Brady, City Engineer

From: Jeff Downes

RE: Public Hearing - Ordinance Number 3166 - An Ordinance accepting a bid for the environmental remediation and demolition of a City-owned structure located at 1485 Montgomery Highway by Complete Demolition Services, LLC and authorizing the Mayor and City Manager to execute any and all documents required to secure contracts associated with said actions

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Background:
Upon acquisition of the former Days Inn Property and Improvements located at 1485 Montgomery Highway, the Mayor and City Council authorized the engagement of professional consultants to develop an environmental remediation and demolition plan for structures located on the site. Upon completion of the plan, the City advertised competitive bids with a bid receipt date of February 22, 2023 at 10 a.m. On that date, the City received nine bids and subsequently conducted an evaluation of the apparent low bidder Complete Demolition Services, LLC. Upon review, the City Manager and the City's Engineering Consultant has recommended the acceptance of the lowest bidder.

Recommendation:
Upon review of the certified bids and evaluation of the relevant experience, the City's consultant, LBYD, recommends entering into a contract with Complete Demolition Services, LLC.

Fiscal Impact:
The total bid cost received was $590,000. Complete Demolition Services, LLC has agreed to utilize the City's form contract which includes a requirement for a performance and payment bond as well as provision of a certificate of insurance naming the City an additional insured. The project funding shall be expended from existing ARPA receipts within the City's capital fund. There is an existing project account (Code DHP) with which the project finances will be managed.

Attachments:
1. Ordinance 3166
2. Certified Bid Tab
3. bid acceptance letter

ORDINANCE NUMBER 3166

AN ORDINANCE ACCEPTING A BID FOR DEMOLITION OF THE FORMER DAYS INN IMPROVEMENTS AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONSTRUCTION CONTRACT DOCUMENTS BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS "OWNER," AND COMPLETE DEMOLITION SERVICES, LLC, AS "CONTRACTOR."

THIS ORDINANCE NUMBER 3166 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 27th day of March, 2023.

WITNESSETH THESE RECITALS:

WHEREAS, on February 22, 2023 at 10:00 a.m., the City of Vestavia Hills, Alabama publicly read aloud bids submitted for Demolition of the former Days Inn Improvements for the City of Vestavia Hills ("the Project"); and

WHEREAS, nine bids were received and read; and

WHEREAS, a copy of the bid tabulation is attached hereto, marked as Exhibit A and is incorporated into this Ordinance Number 3166 by reference as though set out fully herein;

WHEREAS, the City's consultant Chris A. Harkins, Senior Project Manager for LBYD Engineers, submitted a letter dated March 6, 2022 recommending acceptance of the bid package submitted by Complete Demolition Services, LLC pursuant to the bid contract and addendum; and

WHEREAS, the Bid Specifications included, but are not limited to, the following contract documents prepared by the City and to be signed by the City of Vestavia Hills, Alabama, as "Owner," and the lowest responsible bidder as "Contractor":

A. Contract AIA Document A101-2017.
B. General Conditions AIA Document A201-2017.
C. Performance Bond AIA Document A312-2010.
D. Payment Bond AIA Document A312-2010.
E. First Addendum to Contract and General Conditions; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendation of the Consultant and accept said bid as detailed above and to authorize the execution and delivery of the contract documents.

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

1. The bid submitted by Complete Demolition Services, LLC as detailed in Exhibit A is attached and recommended by the City Manager and the Project Consultant is hereby accepted; and

2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to contract with Complete Demolition Services, LLC, including specifically, but not limited to the following contract documents:

A. Contract AIA Document A101-2017.
B. General Conditions AIA Document A201-2017.
C. Performance Bond AIA Document A312-2010.
D. Payment Bond AIA Document A312-2010.
E. First Addendum to Contract and General Conditions; and

3. Funding for said demolition project shall be expensed to the City's ARPA funds; and

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

5. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975.*

DONE, ORDERED, APPROVED and ADOPTED this the 13th day of March, 2023.

CITY OF VESTAVIA HILLS, ALABAMA

By_____
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 #3166 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 13th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

BID TABULATIONS

Days Inn Demolition

LBYD Project No. 131881.001

February 22, 2023

	A.M. Site Development, LLC	Bostic Truck & Excavating, Inc.	Chilton Contractors, Inc.	Complete Demolition Services, LLC
SEALED PROPOSAL		X		X
PROJECT NAME & BIDDER'S NAME		X		X
ACKNOWLEDGEMENT OF ADDENDA		X		X
BID BOND	**DID NOT BID**	Cashier's Check	**DID NOT BID**	FCCI Insurance Co.
G.C. LICENSE NO. & TYPE		X		X
BID AMOUNTS				
BASE BID		$833,000.00		$590,000.00
NOTATIONS		None		None
GRAND TOTAL		$833,000.00		$590,000.00

	Environmental Abatement, Inc.	Gulf Services Contracting, Inc.	Ingle Demolition & Salvage, Inc.	Meredith Environmental, Inc.
SEALED PROPOSAL	X	X	X	X
PROJECT NAME & BIDDER'S NAME	X	X	X	X
ACKNOWLEDGEMENT OF ADDENDA	X	X	X	X
BID BOND	Harco National Ins. Co.	U.S. Specialty Ins. Co.	Atlantic Specialty Ins. Co.	U.S. Fire Insurance Co.
G.C. LICENSE NO. & TYPE	X	X	X	X
BID AMOUNTS				
BASE BID	$1,061,000.00	$947,160.00	$845,000.00	$689,211.00
NOTATIONS	None	None	None	None
GRAND TOTAL	$1,061,000.00	$947,160.00	$845,000.00	$689,211.00

BID TABULATIONS

Days Inn Demolition

LBYD Project No. 131881.001

February 22, 2023

	PAW Demolition	Southeast Demolition & Environmental Services	TOA, LLC	Tomlin Excavating & Demolition
SEALED PROPOSAL		X	X	X
PROJECT NAME & BIDDER'S NAME		X	X	X
ACKNOWLEDGEMENT OF ADDENDA		X	X	X
BID BOND	**DID NOT BID**	The Gray Insurance Co.	Great Midwest Ins. Co.	American Southern Ins. Co.
G.C. LICENSE NO. & TYPE		X	X	X
BID AMOUNTS				
BASE BID		$975,774.00	$1,011,000.00	$664,251.00
NOTATIONS		None	None	None
GRAND TOTAL		$975,774.00	$1,011,000.00	$664,251.00

	Virginia Wrecking Co., Inc.
SEALED PROPOSAL	
PROJECT NAME & BIDDER'S NAME	
ACKNOWLEDGEMENT OF ADDENDA	
BID BOND	**DID NOT BID**
G.C. LICENSE NO. & TYPE	
BID AMOUNTS	
BASE BID	
NOTATIONS	
GRAND TOTAL	

We hereby certify that the above is a true and accurate summary of bids for the above project.

ENGINEER: LBYD, Inc. Civil & Structural Engineers

By: Chris A. Harkins

Chris A. Harkins, Senior Project Manager

Susan J. Shepherd

Notary (My commission expires 6/06/2023)

SUSAN J. SHEPHERD
Notary Public
Alabama State at Large

LBYD, Inc.
Civil and Structural Engineers
880 Montclair Road, Suite 600
Birmingham, AL 35213
(205) 251-4500

March 6, 2023

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

Attention: Jeff Downes, City Manager

Reference: Days Inn Demolition
LBYD #131881.001

Dear Mr. Downes:

LBYD, Inc. recommends acceptance and approval of the low bidder, Complete Demolition Services, LLC, with a total bid of $590,000.00 for the above referenced project.

Let me know if you have any questions.

Sincerely,

Chris A. Harkins, P.E.
Senior Project Manager

RESOLUTION NUMBER 5442

A RESOLUTION AUTHORIZING THE INSTALLATION OF A NEW SUPPORT STRUCTURE FOR A SMALL CELL FACILITY TO BE LOCATED IN THE RIGHT-OF-WAY ADJACENT TO CERTAIN PROPERTIES IN THE CITY OF VESTAVIA HILLS

WHEREAS, on December 17, 2018, the City Council adopted and approved Ordinance 2814A to adopt regulations for small cell technology facilities ("Nodes") in the City of Vestavia Hills, Alabama; and

WHEREAS, §2.B.7 recommends that said Nodes shall be collocated when possible, however, when not possible the request shall be recommended by the City Manager and then approved by the City Council following a public hearing; and

WHEREAS, on the 11th day of October, 2022, Acquanetta Love, on behalf of Crown Castle Fiber, LLC, submitted applications for a new support structure to be located in the right-of-way ("ROW") adjacent to the following properties as detailed in Exhibit A which is attached and incorporated into this Resolution Number 5442 as if written therein; (1) 2285 Sterling Ridge Circle; (2) 1601 Gentilly Drive; (3) 2500 Chatwood Road; and (4) 181 Castlehill Drive; and

WHEREAS, a sign was erected on the ROW and the surrounding property owners were notified of a public hearing to be held on February 17, 2023 regarding said new support request; and

WHEREAS, the City Manager and the City Staff have reviewed the application and recommend approval of said request; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to accept the recommendation and authorize installation of said new support structure.

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

1. The Mayor and City Council hereby accept the recommendation of the City Manager and authorize the installation of a new support structure to be located in the ROW adjacent to (1) 2285 Sterling Ridge Circle; (2) 1601 Gentilly Drive; (3) 2500 Chatwood Road; and (4) 181 Castlehill Drive as detailed in the supporting information marked as Exhibit A, attached to and incorporated into this Resolution 5442 as if written fully therein; and
2. This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
OFFICIAL NOTICE OF A PUBLIC HEARING

If you have comments, concerns or questions concerning this hearing and/or public notice, please contact Rebecca Leavings, City Clerk, at rleavings@vhal.org or 205-978-0184. This information will be relayed to the applicant for a representative to contact you.

March 9, 2023

This is an OFFICIAL NOTICE to inform you of the time, date and other details of the public hearing which will be held in the Vestavia Hills City Hall on the subject as follows:

TIME/DATE OF HEARING: 6:00 P.M. March 27, 2023 Monday

PLACE OF HEARING: Vestavia Hills City Hall
1032 Montgomery Highway

BOARD: Vestavia Hills City Council

ACTION REQUESTED: Consideration of Installation of 35' Metal Utility Pole with 5'6" embedment to be placed within the public right-of-way for Node Placement, Small Cell Wireless Facility. Poles are sited by computerization to detect the coverage needed for particular small cell areas.

LOCATION OF PROPERTY: ROW adjacent to 2285 Sterling Ridge Circle; See Enclosed Details for location and visual *(A new site has been found for relocation of this pole in an area outside of the manicured from entrance but updated drawings have not been received. Please provide contact information and we can forward the new site when received.)*

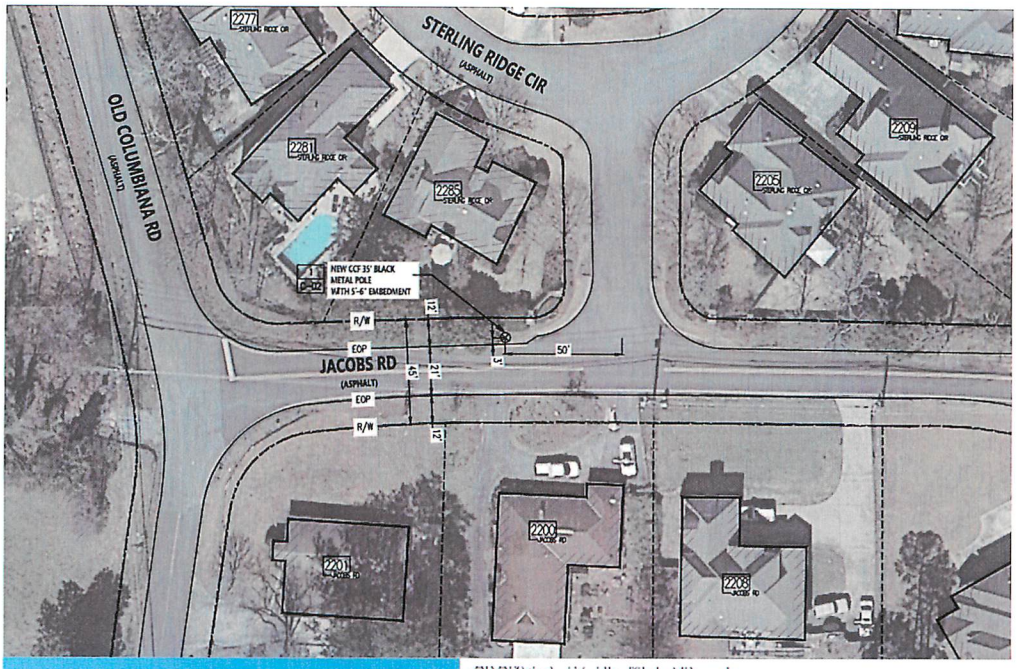
NAME OF APPLICANT: Crown Castle Fiber LLC

REPRESENTED BY: Acquanetta Love

Sincerely,

Rebecca Leavings
City Clerk

INDIVIDUALS WITH DISABILITIES NEEDING SPECIAL SERVICES TO PARTICIPATE IN APPLICATIONS, ACTIVITIES, PROGRAMS OR SERVICES ARE REQUESTED TO COORDINATE THEIR NEEDS IN ADVANCE, WHEN TIME PERMITS. IF SPECIAL ACCOMMODATIONS ARE REQUIRED, PLEASE CONTACT THE CITY CLERK, (205) 978-0179.



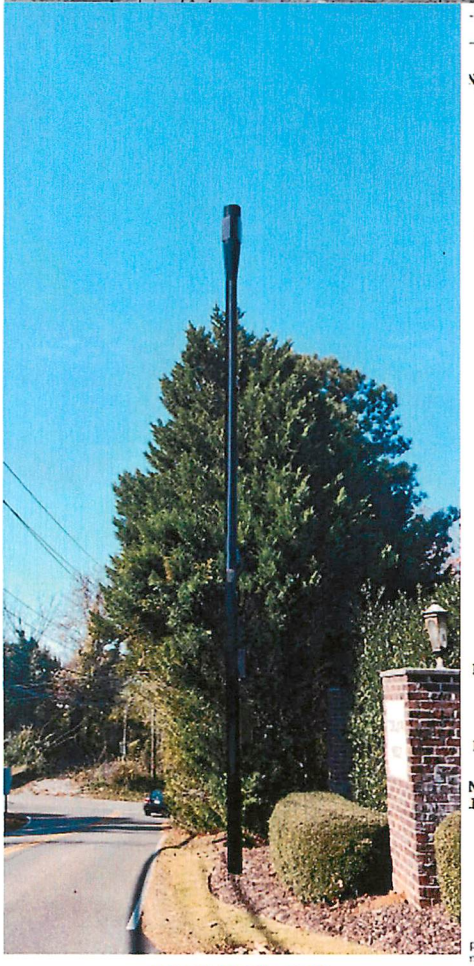


PHOTO SIMULATION

EXCEEDED

(3) NEW ERICSSON 6705 5G ANTENNAS ATTACHED TO MOTHERTOP MOUNT

NEW QUBE MOTHERTOP ANTENNA MOUNT INSTALLED ON POLE TOP

TOP OF ANTENNA MOUNT – EL 34'–11"

5G RAD CENTER – EL 33'–03"

TOP OF MOUNT CONE – EL 31'–09"

TOP OF POLE – EL 29'–06"

BOTTOM OF MOUNT CONE – EL 28'–04"

NEW POWER SERVICE TO 5G ANTENNAS RAN INSIDE POLE

NEW FIBER SERVICE TO 5G ANTENNAS RAN INSIDE POLE

NEW COYOTE DTC NID - EL 12'-00"

NEW 240V/100A AC DISCONNECT - EL 06'-07"

NEW RING STYLE, SINGLE PHASE, MINAL 100/125 AMP METER BASE EL 05'-00"

NEW UNDERGROUND POWER SERVICE

REFERENCE EL 0'–0"

GRADE LEVEL

3.0'

STREET LEVEL

NEW $\frac{5}{8}$" x 10' GROUND ROD EMBEDMENT – 05'–06"

pment may vary or condition.

PROPOSED POLE DETAIL
LOOKING EAST

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
OFFICIAL NOTICE OF A PUBLIC HEARING

If you have comments, concerns or questions concerning this hearing and/or public notice, please contact Rebecca Leavings, City Clerk, at rleavings@vhal.org or 205-978-0184. This information will be relayed to the applicant for a representative to contact you.

March 9, 2023

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TIME/DATE OF HEARING:	6:00 P.M. March 27, 2023 Monday
PLACE OF HEARING:	Vestavia Hills City Hall 1032 Montgomery Highway
BOARD:	Vestavia Hills City Council
ACTION REQUESTED:	Consideration of Installation of 35' Metal Utility Pole with 5'6" embedment to be placed within the public right-of-way for Node Placement, Small Cell Wireless Facility
LOCATION OF PROPERTY:	ROW adjacent to 1601 Gentilly Road; See Enclosed Details for location and visual
NAME OF APPLICANT:	Crown Castle Fiber LLC
REPRESENTED BY:	Acquanetta Love

Sincerely,

Rebecca Leavings
City Clerk

INDIVIDUALS WITH DISABILITIES NEEDING SPECIAL SERVICES TO PARTICIPATE IN APPLICATIONS, ACTIVITIES, PROGRAMS OR SERVICES ARE REQUESTED TO COORDINATE THEIR NEEDS IN ADVANCE, WHEN TIME PERMITS. IF SPECIAL ACCOMMODATIONS ARE REQUIRED, PLEASE CONTACT THE CITY CLERK, (205) 978-0179.

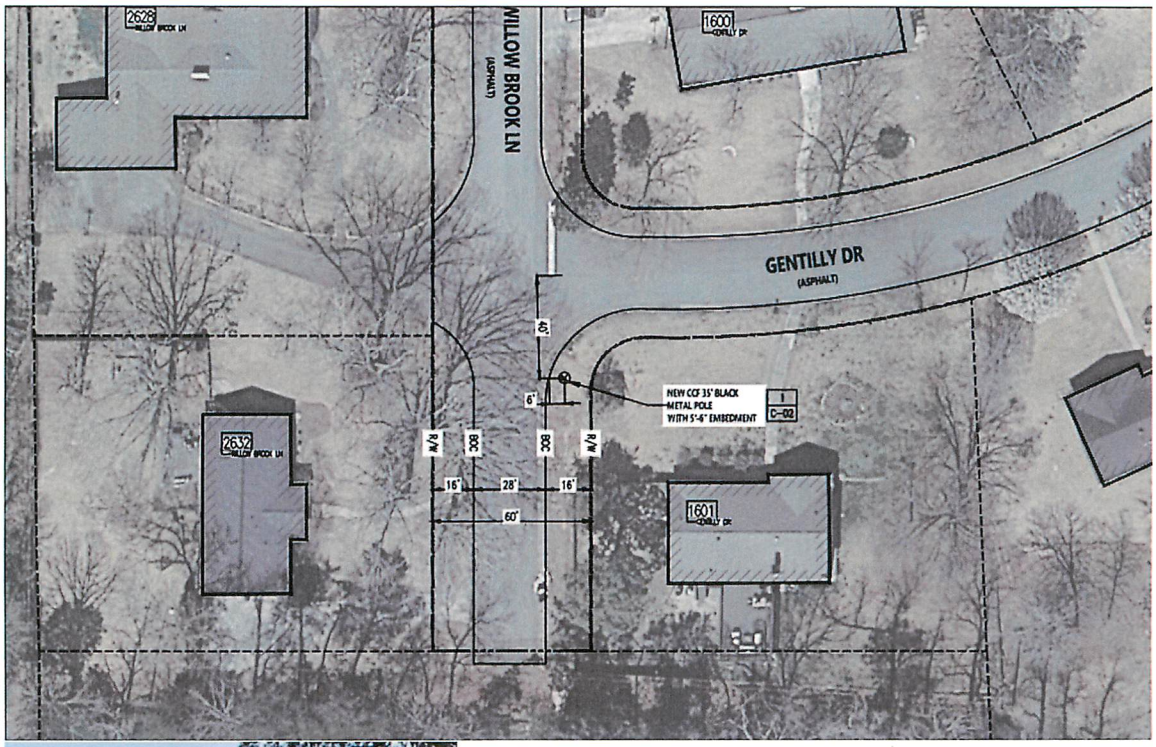
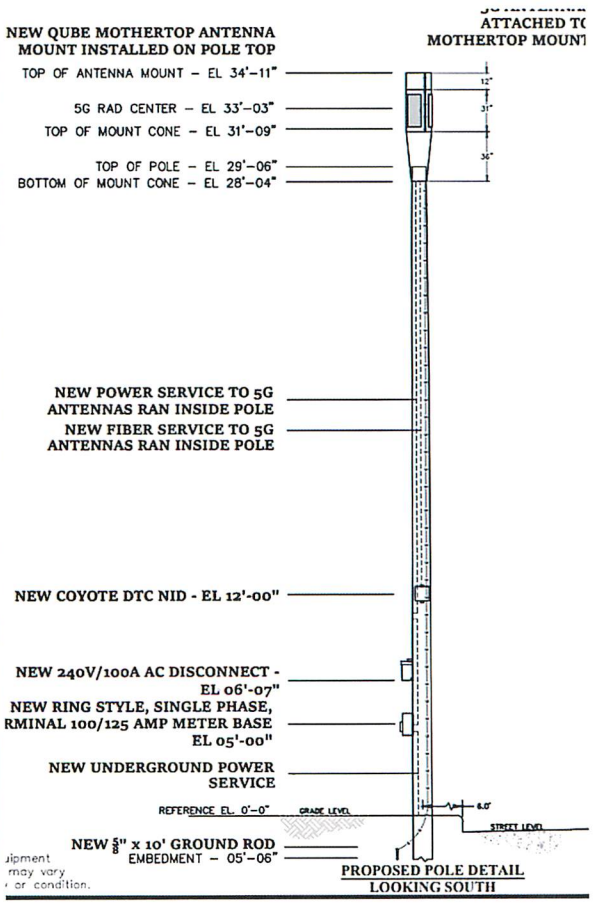


PHOTO SIMULATION



PROPOSED POLE DETAIL
LOOKING SOUTH

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
OFFICIAL NOTICE OF A PUBLIC HEARING

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BOARD:	Vestavia Hills City Council
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LOCATION OF PROPERTY:	ROW adjacent to 2500 Chatwood Road; See Enclosed Details for location and visual
NAME OF APPLICANT:	Crown Castle Fiber LLC
REPRESENTED BY:	Acquanetta Love

Sincerely,

Rebecca Leavings
City Clerk

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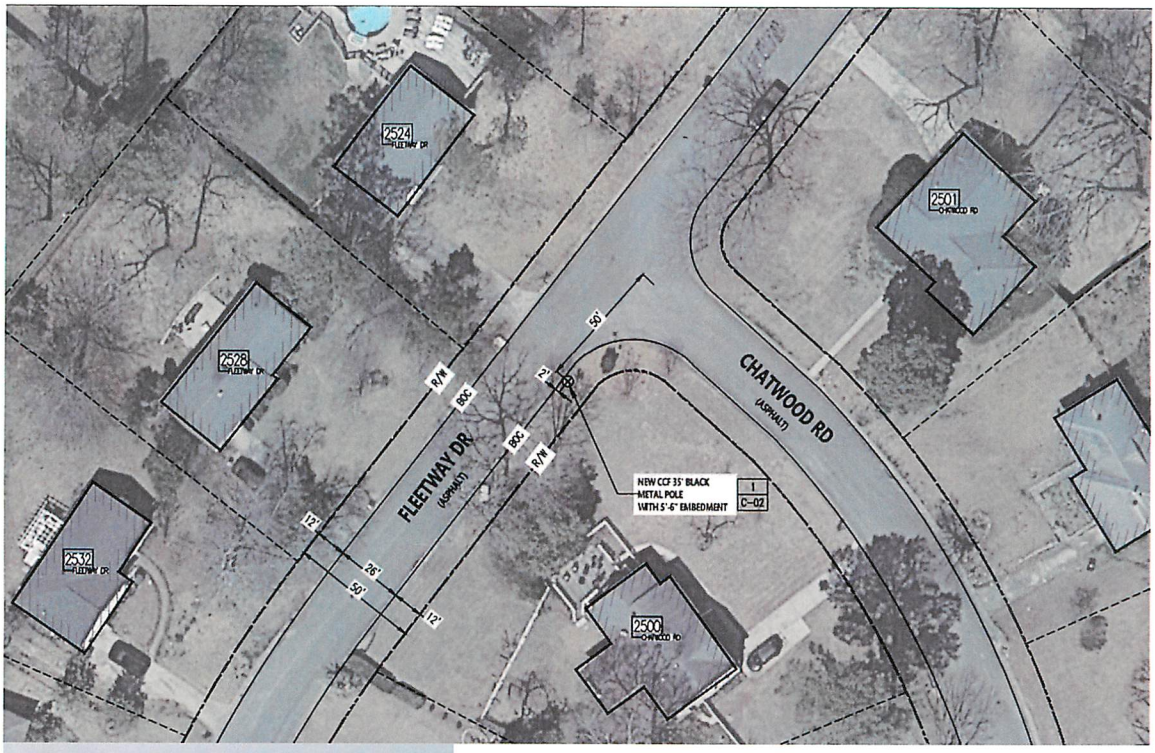
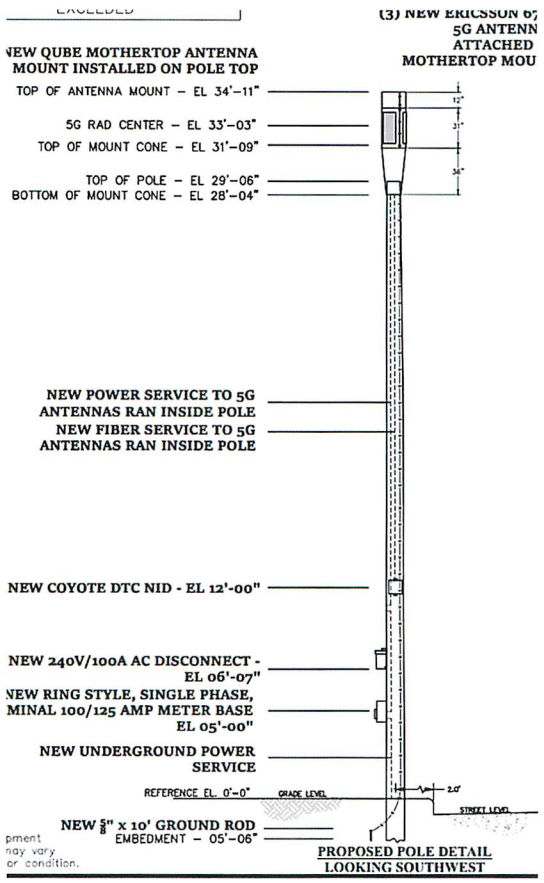


PHOTO SIMULATION



PROPOSED POLE DETAIL
LOOKING SOUTHWEST

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
OFFICIAL NOTICE OF A PUBLIC HEARING

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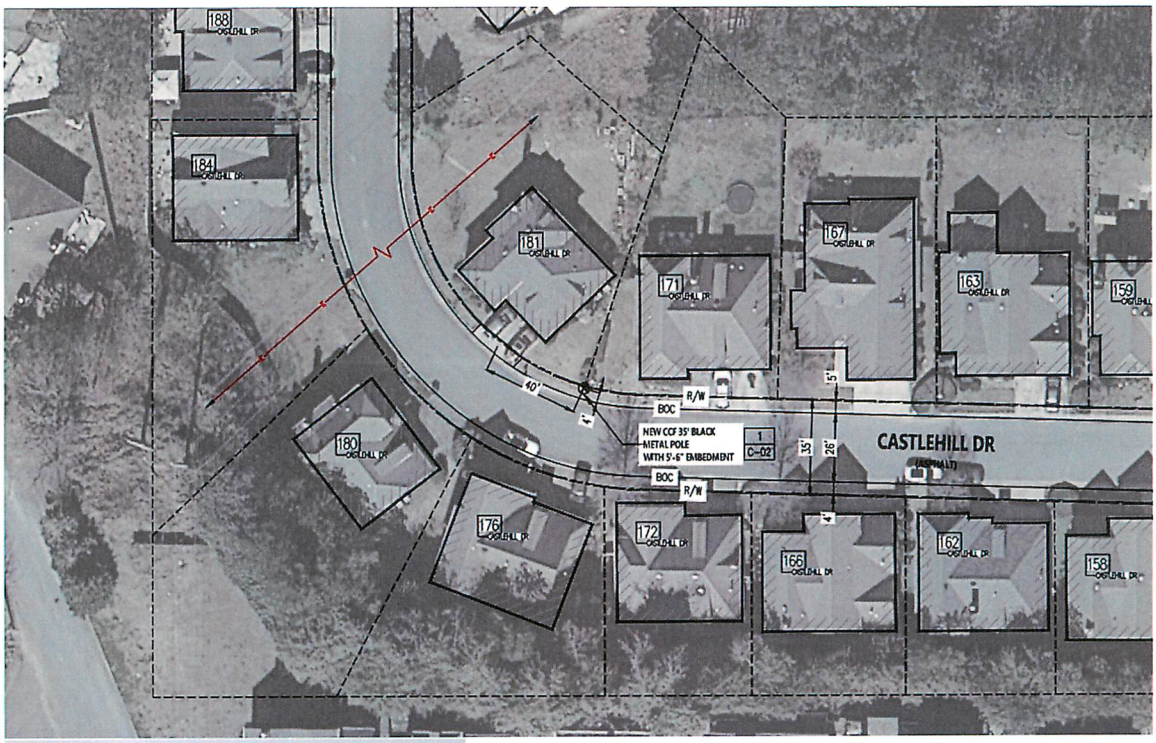
BOARD:	Vestavia Hills City Council
ACTION REQUESTED:	Consideration of Installation of 35' Metal Utility Pole with 5'6" embedment to be placed within the public right-of-way for Node Placement, Small Cell Wireless Facility
LOCATION OF PROPERTY:	ROW adjacent to 181 Castlehill Drive; See Enclosed Details for location and visual
NAME OF APPLICANT:	Crown Castle Fiber LLC
REPRESENTED BY:	Acquanetta Love

Sincerely,

Rebecca Leavings
City Clerk

INDIVIDUALS WITH DISABILITIES NEEDING SPECIAL SERVICES TO PARTICIPATE IN APPLICATIONS, ACTIVITIES, PROGRAMS OR SERVICES ARE REQUESTED TO COORDINATE THEIR NEEDS IN ADVANCE, WHEN TIME PERMITS. IF SPECIAL ACCOMMODATIONS ARE REQUIRED, PLEASE CONTACT THE CITY CLERK, (205) 978-0179.



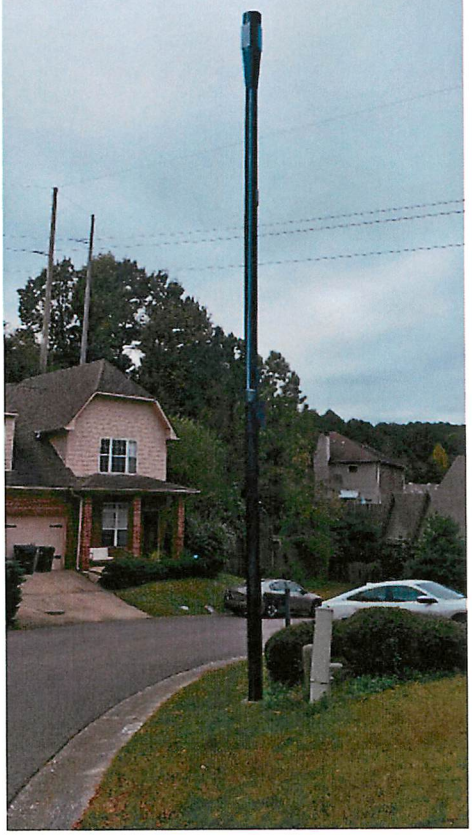


PHOTO SIMULATION

ALL REQUIRED NESC CLEARANCES TO BE MET OR EXCEEDED

(3) NEW ERICSSON 6701 5G ANTENNAS ATTACHED TO MOTHERTOP MOUNT

NEW QUBE MOTHERTOP ANTENNA MOUNT INSTALLED ON POLE TOP

5G RAD CENTER – EL 33'-03"

TOP OF MOUNT CONE – EL 31'-09"

TOP OF POLE – EL 29'-08"

BOTTOM OF MOUNT CONE – EL 28'-04"

NEW POWER SERVICE TO 5G ANTENNAS RAN INSIDE POLE

NEW FIBER SERVICE TO 5G ANTENNAS RAN INSIDE POLE

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NEW UNDERGROUND POWER SERVICE

REFERENCE EL. 0'-0"

GRADE LEVEL

4.0'

STREET LEVEL

NEW $\frac{5}{8}$" x 10' GROUND ROD EMBEDMENT – 05'-06"

quipment
may vary
y or condition.

PROPOSED POLE DETAIL
LOOKING EAST

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings

RE: Public Hearing - Resolution Number 5445 - Deannexation - 25' wide corridor of Lot 1, The Bray at Liberty Park, First Addition adjacent to Interstate Number 459 to relocate a Birmingham corridor around said Lot 1

Background:
This request is to deannex a 25' wide portion of Lot 1 adjacent to the I-459 ROW in order to close a Birmingham Corridor following that city's reannexation of a 25' wide corridor that traverses the center of Lot 1 to allow construction of an office building on Lot 1 with improvements located in one municipality

Recommendation:
City Staff recommends approval so that the proposed office building improvements will lie within one municipality to avoid confusion on zoning, permitting, etc.

Fiscal Impact:
n/a

Attachments:

1. Resolution 5445

RESOLUTION NUMBER 5445

A RESOLUTION TO REDUCE THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, AND THE BOUNDARIES THEREOF REESTABLISHED

WHEREAS, Liberty Park Joint Venture, LLP ("LPJV") is the owner of property located at Lot 1, The Bray at Liberty Park, First Addition ("Lot 1") as recorded in Probate Office of Jefferson Cunty in Map Book 260, Page 22; and

WHEREAS, LPJV's property ("hereinafter known as "Lot 1") lies primarily within the corporate limits of the City of Vestavia Hills, and is illustrated in a map marked as Exhibit A attached to and incorporated into this Resolution Number 5445 as though written fully therein; and

WHEREAS, John A. Bonnano, on behalf of LPJV has filed a petition with the City Council of the City of Vestavia Hills requesting de-annexation of a 25' wide corridor running adjacent to Interstate 459 ("The Property") that lies within Lot 1 as illustrated and legal description detailed in the attached Exhibit A attached to and incorporated into this Resolution Number 5445 as if written fully therein; and

WHEREAS, the Mayor and Council agree it is in the best public interest to grant Robert Butler's request determining that The Property described in Exhibit A located on Liberty Parkway, Vestavia Hills, Alabama is of no benefit to the City.

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

1. This action is taken pursuant to the authority set forth in Title 11-42-200, et. seq., Code of Alabama, 1975; and

2. That petition signed by John A. Bonnano. on behalf LPJV, represents as owner of The Property; and

3. The City Council of the City of Vestavia Hills, Alabama, has determined and decided that the public good requires that the request of John A. Bonnano is due to be granted; and

4. That the legal description of the property to be de-annexed is described as follows:

A Portion of Lot 1, The Bray At Liberty Park, First Addition
Liberty Park Joint Venture, LLP, owner

More particularly described as follows: *(see attached legal description in Exhibit A)*.

5. The property owned by LPJV located in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described in Exhibit A attached is hereby de-annexed from the corporate city limits of the City of Vestavia Hills, Alabama.

6. The corporate limits of the City of Vestavia Hills, Alabama, are hereby reduced so as to exclude the territory described in Exhibit A above and the boundaries of the City are hereby re-established accordingly.

7. That pursuant to Section 11-42-201 of the Code of Alabama, 1975, the Clerk shall certify a copy of such Resolution, together with a plat or map correctly defining the corporate limits proposed to be established and the names of all qualified electors residing in the territory proposed to be excluded from the area of such corporation and file the same with the Judge of Probate of Jefferson County.

DONE, ORDERED, APPROVED and ADOPTED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

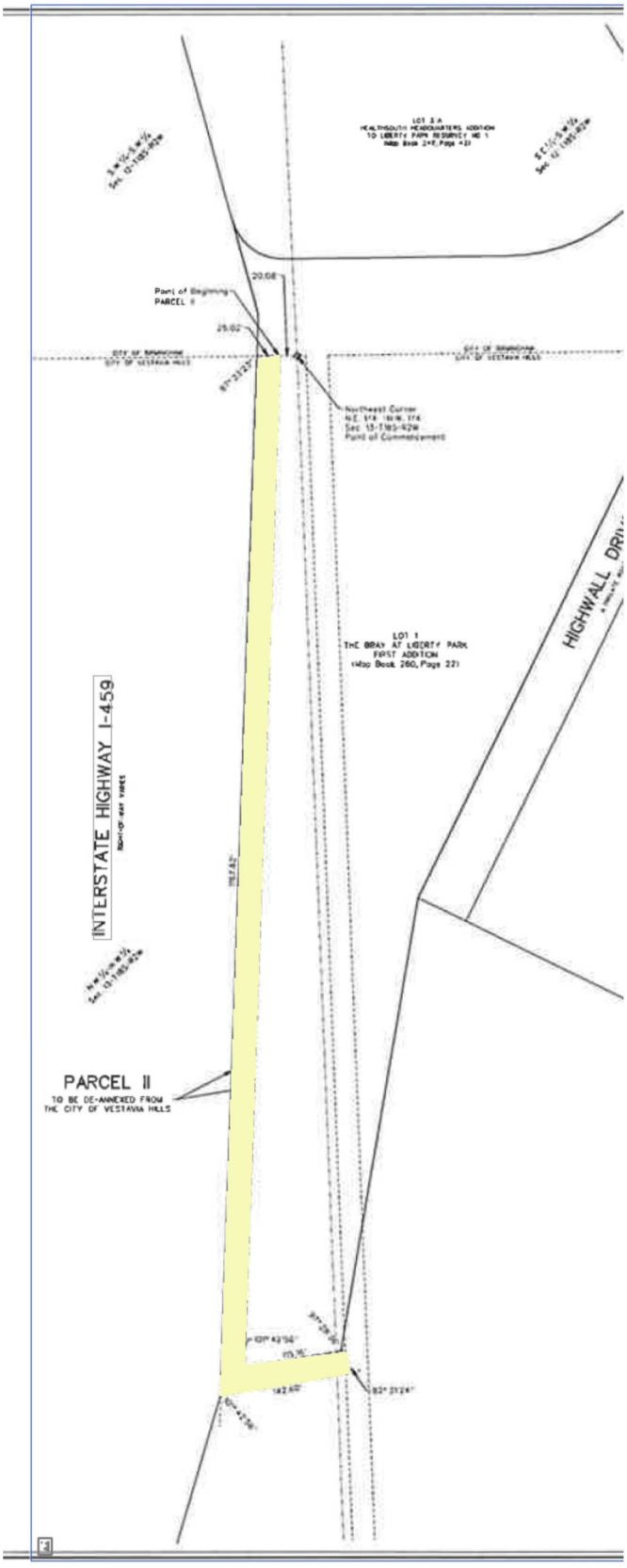
ATTESTED BY:

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) Resolution 5445 is a true and correct copy of such Resolution that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of March, 2023, as same appears in the official records of said City.

Rebecca Leavings
City Clerk


Point of Beginning
PARCEL II
20.68'
25.62'
Northeast Corner
N.E. 1/4 - N.W. 1/4
Sec. 13-19S-2W
Point of Commencement
LOT 1
THE BRAY AT LIBERTY PARK
FIRST ADDITION
(Map Book 260, Page 22)
INTERSTATE HIGHWAY I-459
HIGHWALL DRIVE
PARCEL II
TO BE DE-ANNEXED FROM
THE CITY OF VESTAVIA HILLS

January 25, 2023

Rebecca Leavings, City Clerk
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

Re: De-annexation of portion of Lot 1, The Bray at Liberty Park First Addition

Dear Ms. Leavings:

Liberty Park Joint Venture, LLP, owner of Lot 1 of The Bray at Liberty Park, First Addition, recorded in the Probate Office of Jefferson County in Map Book 260 Page 22, is requesting that a portion of Lot 1 be de-annexed from the City of Vestavia Hills corporate limits. The portion of Lot 1 to be de-annexed is described in Exhibit VH1-DA. The de-annexation is being requested in order to facilitate the relocation of the portion of Lot 1 which lies within City of Birmingham corporate limits as shown on the final plat to the location shown on Exhibit VH1-A. The current location of the City of Birmingham parcel impacts the buildable area and marketability of Lot 1. The City of Birmingham parcel is designated as Holding Zone and was established as a requirement of the original annexation of Liberty Park into the corporate limits of the City of Vestavia Hills. After the annexation of Cahaba Heights into the corporate limits of the City of Vestavia Hills in 2002, the current location of the City of Birmingham parcel does not serve its intended purpose. Relocating the City of Birmingham parcel to the exterior boundary of Lot 1 will allow it to serve its intended purpose of separating the corporate limits of the City of Vestavia Hills from adjacent land outside of the city limits. In addition, relocating the parcel will provide a continuous connection for various other parcels of land that are situated within the corporate limits of the City of Birmingham.

In conjunction with this request, Liberty Park Joint Venture is asking the City of Birmingham to de-annex the current Holding Zone parcel that will allow it to be annexed into the corporate limits of the City of Vestavia Hills.

After you have had a chance to review this request, please contact me at (770) 367-9552 to discuss the next steps in this process.

Sincerely,

John A. Bonanno
Vice-President – Liberty Park
Daniel Communities

LEGAL DESCRIPTION
THE BRAY AT LIBERTY PARK FIRST ADDITION
VESTAVIA HILLS DE-ANNEXATION PARCEL II

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

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

Containing 32,043 square feet or 0.736 acre.

ORDINANCE NUMBER 3155

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

WHEREAS, on the 19th day of December, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2608 Rillwood Road
Lot 9, Altadena Park
Andrew and Marie Davis, Owner(s)

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

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

ADOPTING and APPROVED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

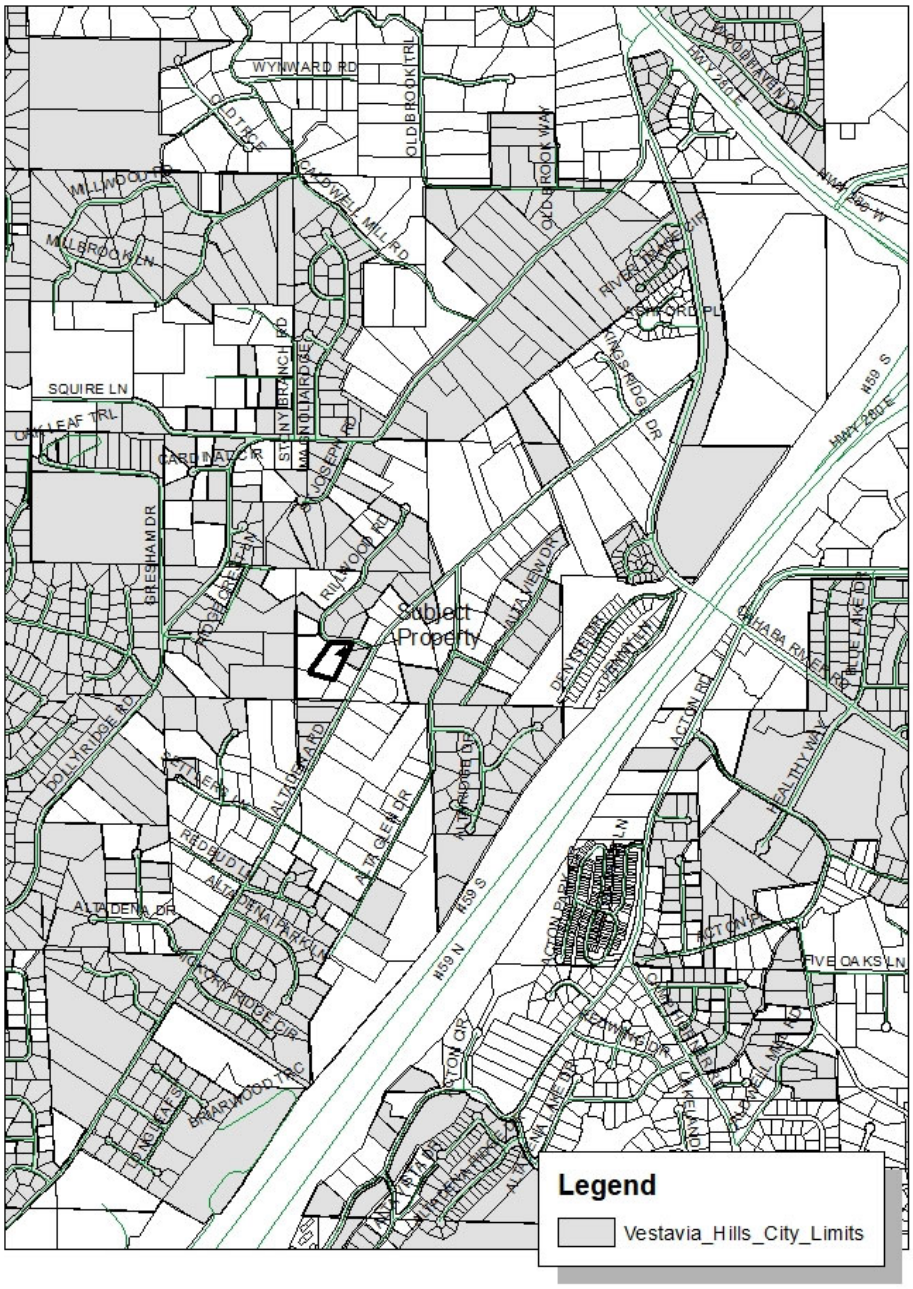
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3155 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 27th day of March, 2023, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2608 Rillwood Road



PARCEL #:	**28 00 28 4 001 014.000**
OWNER:	DAVIS ANDREW & MARIE
ADDRESS:	2608 RILLWOOD RD VESTAVIA AL 35243-2219
LOCATION:	2608 RILLWOOD RD BHAM AL 35243

[111-B+]	Baths: **4.5**	H/C Sqft: **3,015**
18-013.0	Bed Rooms: **4**	Land Sch: **A414**
Land: **202,400**	Imp: **327,400**	Total: **529,800**
Acres: **0.000**	Sales Info: **07/27/2021**	**$565,100**

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

Tax Year : 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:		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:	$527,300.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$202,350
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
BLDG 001	111	$327,400
TOTAL MARKET VALUE **[APPR. VALUE: $529,800]**		$529,750

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	$52,980	$344.37	$0	$0.00	$344.37
COUNTY	3	2	$52,980	$715.23	$0	$0.00	$715.23
SCHOOL	3	2	$52,980	$434.44	$0	$0.00	$434.44
DIST SCHOOL	3	2	$52,980	$0.00	$0	$0.00	$0.00
CITY	3	2	$52,980	$0.00	$0	$0.00	$0.00
FOREST	3	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	2	$52,980	$270.20	$0	$0.00	$270.20
SPC SCHOOL2	3	2	$52,980	$890.06	$0	$0.00	$890.06

TOTAL FEE & INTEREST: (Detail) $654.28

ASSD. VALUE: $52,980.00 **$2,654.30** **GRAND TOTAL: $3,308.58**

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE
2021086713	7/27/2021
2017109066	9/19/2017
3630-786	03/28/1989
842-643	03/28/1989

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		$0.00
5/18/2022	2021	IRON CITY CONSTRUCTION LLC	$5,548.43
12/16/2020	2020	JODY PORTER	$2,626.68
12/23/2019	2019	JODY PORTER	$1,970.75
	2018		$0.00
	2017		$0.00
12/27/2016	2016	JODY PORTER	$2,013.48
12/28/2015	2015	JODY PORTER	$2,013.48
	2014		$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
====>	2608 Rillwood Rd	**Property Address**		
====>	$ 529,800	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$52,980.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$1,088.74	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$1,523.18	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$2,611.91	**Total County remits to City for split with BOE**	CITY	
$800.00	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$434.44	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$1,088.74	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$2,757.61	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$3,846.35	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

Annexation Committee Petition Review

Property: 2608 Rillwood Road

Owners: Andrew Davis

Date: 12/02/2022

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 $529,800. Meets city criteria: Yes ✓ No ____
   Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes 18 Number in city 11

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: 2608 Rillwood Road

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: _____
Active Construction - monitor Stormwater BMP

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

Other Comments: Recently Renovated - on market

George Pierce
Chairman

City of Vestavia Hills, AL

11/01/2022

ANX-22-1

Engineering/Public Works Review

Annexation Application

Status: Complete

Assignee: Christopher Brady

Became Active: 10/11/2022

Completed: 10/31/2022

Applicant

Andrew Davis
andy.ironcity@gmail.com
2608 Rillwood Road
Vestavia Hills, AL 35243
205-790-5778

Primary Location

2608 RILLWOOD RD
VESTAVIA HILLS, AL 35243

Comments

Christopher Brady, Oct 31, 2022 at 2:54pm

minor concerns noted related to active construction and lack of bmp protection; will check permit status with Jefferson County and coordinate final reviews and inspections; roadway and valley gutter is in fair condition; the City currently has a split maintenance responsibility with Jefferson County for this section of roadway.

City of Vestavia Hills, AL

11/01/2022

ANX-22-1

Board of Education Review

Annexation Application

Status: Complete

Assignee: Scott Brown

Became Active: 10/11/2022

Completed: 11/01/2022

Applicant

Andrew Davis
andy.ironcity@gmail.com
2608 Rillwood Road
Vestavia Hills, AL 35243
205-790-5778

Primary Location

2608 RILLWOOD RD
VESTAVIA HILLS, AL 35243

Comments

Scott Brown, Nov 1, 2022 at 1:30pm

No Objection

City of Vestavia Hills, AL

11/01/2022

ANX-22-1

Annexation Application

Status: Active

Date Created: Oct 10, 2022

Applicant

Andrew Davis
andy.ironcity@gmail.com
2608 Rillwood Road
Vestavia Hills, AL 35243
205-790-5778

Primary Location

2608 RILLWOOD RD
VESTAVIA HILLS, AL 35243

Owner Information

Owner's Name

Andrew and Marie Davis

Owner Mailing Address Inc. City, State, Zip

2427 Dolly Ridge Road Vestavia Hills AL 35243

Property Information

Address of Property to be annexed?

2608 Rillwood Road

Legal Description of Property to be Annexed

Lot 9, Altadena Park

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28-00-28-4-001-014.000

County Zoning Classification

Jefferson County E-1

Is this annexation for redevelopment?

No

Compatible City Zoning Classification

Vestavia Hills E-2

Desired Zoning Classification

Vestavia Hills E-2

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?

Recently purchased property; desirous if having in the City

Are you located in the Rocky Ridge Fire District?

Yes

Information on Children

Name of Child
Charles Davis

Age of Child
6

School Grade of Child
Kindergarten

Plan to Enroll in Vestavia Hills School within 2 years?
Yes

Name of Child
Caroline Davis

Age of Child
3

School Grade of Child
n/a

Plan to Enroll in Vestavia Hills Schools within 2 years?
no

Addition children information
--

Attachments

pdf 2608 Rillwood Road.pdf
Uploaded by Rebecca Leavings on Oct 10, 2022 at 8:47 am

pdf map.pdf
Uploaded by Rebecca Leavings on Oct 10, 2022 at 8:47 am

pdf 2608 Rillwood Road.pdf
Uploaded by Rebecca Leavings on Oct 10, 2022 at 8:47 am

Timeline

Label		Status	Activated	Completed	Assignee	Due Date
	Custom Payment	Waived	Oct 10, 2022 at 8:47 am	Oct 10, 2022 at 8:50 am	-	-
✓	City Clerk Receipt	Complete	Oct 10, 2022 at 8:47 am	Oct 11, 2022 at 2:04 pm	Rebecca Leavings	-
✓	Public Services Director Review	Complete	Oct 11, 2022 at 2:04 pm	Oct 11, 2022 at 2:07 pm	Brian Davis	11/01/2022
✓	Police Department Review	Complete	Oct 11, 2022 at 2:04 pm	Oct 12, 2022 at 7:07 am	Joel Gaston	11/01/2022
✓	Fire Department Review	Complete	Oct 11, 2022 at 2:04 pm	Oct 28, 2022 at 3:22 pm	Ryan Farrell	11/01/2022
✓	Engineering/Public Works Review	Complete	Oct 11, 2022 at 2:04 pm	Oct 31, 2022 at 2:54 pm	Christopher Brady	11/01/2022
✓	Board of Education Review	Complete	Oct 11, 2022 at 2:04 pm	Nov 1, 2022 at 1:30 pm	Scott Brown	11/01/2022
✓	Prepare for Annexation Committee	Active	Nov 1, 2022 at 1:30 pm	-	Rebecca Leavings	-
✓	Council Approval	Inactive	-	-	-	-
✓	Apply for Rezoning	Inactive	-	-	-	-

STATE OF ALABAMA

Jefferson **COUNTY**

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 6/20/2022

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Andy Davis 205-790-5778 andy.ironcity@gmail.com
Marie Davis 334-657-9047 mmpruett86@gmail.com

2608 Rillwood Road

EXHIBIT "A"

LOT: 9 Altadena Pk 2nd S 28-28-4

BLOCK:

SURVEY: Lot 9 Altadena Pk 2nd Sect 82/18

RECORDED IN MAP BOOK 82, PAGE 18 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Class 2 O2 County

COMPATIBLE CITY ZONING: Estate, Vestavia

LEGAL DESCRIPTION (METES AND BOUNDS):

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.

SIGNATURE(S)	**DESCRIPTION OF PROPERTY**
_____	Lot 9 Block ____ Survey PK 2nd Sect 82/18
_____	Lot 9 Block ____ Survey PK 2nd Sect 82/18
_____	Lot ____ Block ____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson **COUNTY**

_____ 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 all the owners of the described property.

_____
Signature of Certifier

Subscribed and sworn before me this the 20th day of June, 2022

_____
Notary Public

KAY RUSSOM NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires: My Commission Expires November 8, 2024

2608 Rillwood Road

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition_____ Action Taken: Grant_____
Deny_____

Resolution: Date:_____ Number:_____
Overnight Ordinance: Date:_____ Number:_____
90 Day Final Ordinance: Date:_____ Number:_____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Andy & Marie Davis

Address: ~~2427 Dolly Ridge Rd~~ 2608 Rillwood Rd

City: Vestavia State: AL Zip: 35243

Information on Children:

	Name(s)	Age	School Grade	Plan to Enroll In Vestavia Hills School? Yes	No
1.	Charles Davis	6	Kindergarten	✓	
2.	Caroline Davis	3			✓
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". August 10 - Dolly Ridge

Currently own home at 2427 Dolly Ridge Rd
Zoned for Dolly Ridge Elementary

PARCEL #:	**28 00 28 4 001 014.000**
OWNER:	DAVIS ANDREW & MARIE
ADDRESS:	2608 RILLWOOD RD VESTAVIA AL 35243-2219
LOCATION:	2608 RILLWOOD RD BHAM AL 35243

[111-B+]	Baths: **4.5**	H/C Sqft: **3,015**
18-013.0	Bed Rooms: **4**	Land Sch: **A414**
Land: **202,400**	Imp: **327,400**	Total: **529,800**
Acres: **0.000**	Sales Info: **07/27/2021**	**$565,100**

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

Tax Year : 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

		Code	Acerage	Square Foot	Market Value	CU. Value
A114	3	111 HOUSEHOLD UNITS	1	43560	$160,000.00	
A414	3	111 HOUSEHOLD UNITS	1.21	52707.6	$42,350.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: ALTADENA PK 2ND S 28-28-4 MAP BOOK: 82 PAGE: 18
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK: 0
PRIMARY LOT: 9 SECONDARY LOT: 0

METES AND BOUNDS: LOT 9 ALTADENA PARK 2ND SECT 82/18

SALES INFORMATION

7/27/2021	$565,100.00	1 **BOOK:**2021 **PAGE:**086713	Land & Building	DAVIS ANDREW & MARIE
9/19/2017	$10.00	2 **BOOK:**2017 **PAGE:**109066	Land & Building	PORTER JEAN BRANCH & ROBERT L

ORDINANCE NUMBER 3156

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

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

2608 Rillwood Road
Lot 9, Altadena Park
Andrew and Marie Davis, Owner(s)

APPROVED and ADOPTED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

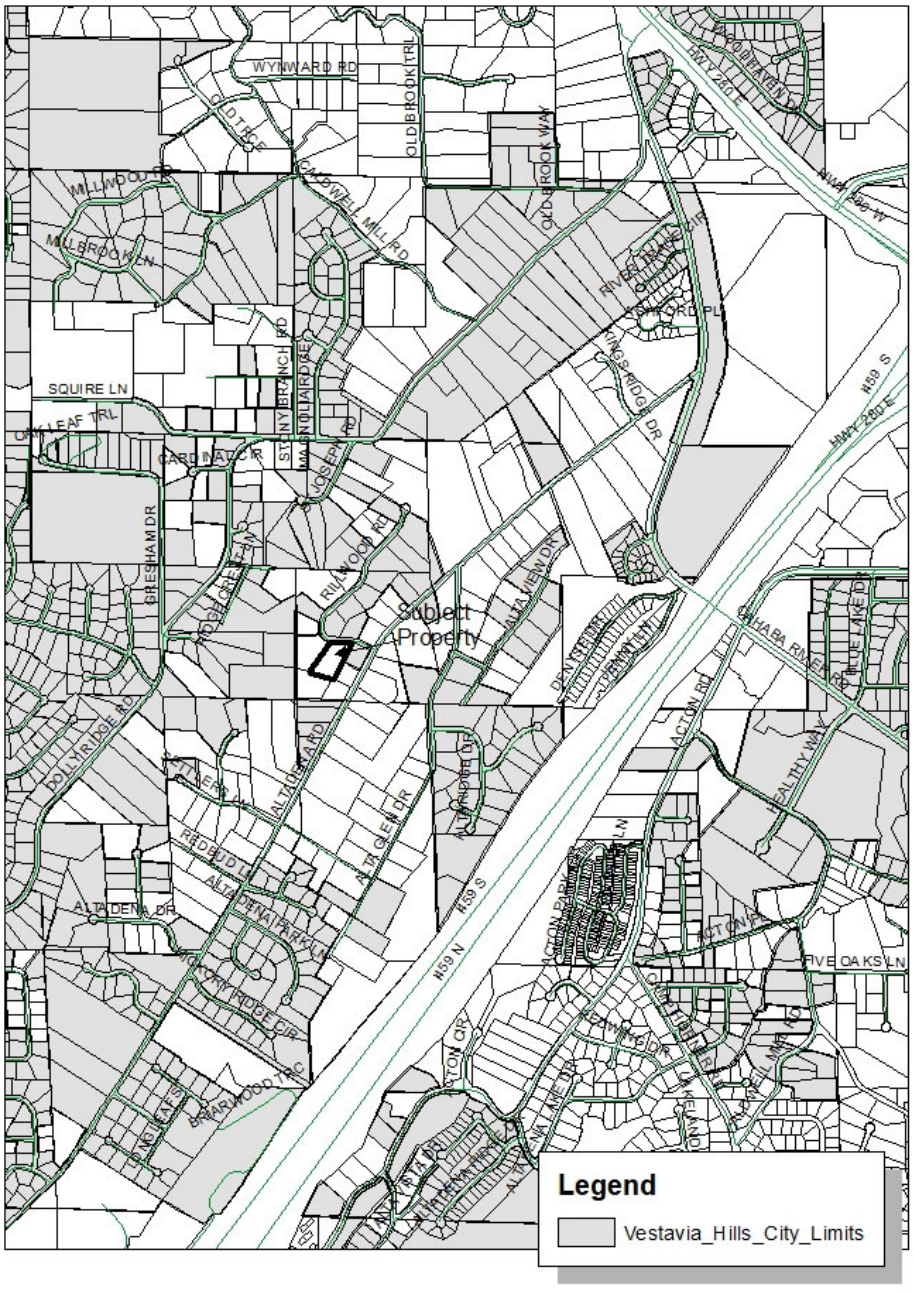
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3156 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 27th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2608 Rillwood Road



City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number:	RZ-23-1	Representative:	Andy Davis
Owner Name:	Andy Davis	Rep. Address:	2608 Rillwood Rd Vestavia AL 35243
Owner Address:	2608 Rillwood Rd Vestavia AL 35243		

Project Address:	2608 Rillwood Rd
Legal Description:	Altadena Pk 2nd S 28-28-4
Parcel ID Number:	280028001014000
Current Zoning:	JC E-1
Requested Zoning:	VH E-2
Intended Purpose:	Annexation

P&Z Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 2608 Rillwood Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Larson. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes	Mr. Sykes – yes
Mr. Larson – yes	Mr. Weaver– yes
Mr. Honeycutt – yes	Mr. Vercher– yes

Motion carried.

Date of P&Z Meeting: February 9, 2023

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner

City of Vestavia Hills, AL

Feb 1, 2023

RZ-23-1

Planning Review

Rezoning Application

Status: Complete

Assignee: Conrad Garrison

Became Active: Jan 10, 2023

Completed: Jan 10, 2023

Applicant

Andrew Davis
andy.ironcity@gmail.com
2608 Rillwood Road
Vestavia Hills, AL 35243
205-790-5778

Primary Location

2608 RILLWOOD RD
VESTAVIA HILLS, AL 35243

Owner:

Andy Davis
2608 Rillwood Rd Vestavia, AL 35243

Comments

Conrad Garrison, Jan 31, 2023

This is a compatible rezoning of annexed property on Rillwood Rd. from JC E-1 to VH E-2. Property was annexed overnight by Ordinance 3140 on 12/19/22.

Rezoning Application

RZ-23-1

Submitted On: Jan 4, 2023

Applicant

Andrew Davis
205-790-5778
@ andy.ironcity@gmail.com

Primary Location

2608 RILLWOOD RD
VESTAVIA HILLS, AL 35243

Property Information

Subject Property Address

2608 Rillwood Rd

Tax Parcel ID Number

28002800101400O

Legal Description

Altadena Pk 2nd S 28-28-4

Existing Parking Spaces

2

Proposed Parking Spaces

2

Submission Date

01/04/2023

Type of Project

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification

JC E-1

To Requested Zoning Classification

VH E-2

For the Intended Purpose of:

Annexation

Acreage of Subject Property

2

Acreage of Property to be Disturbed

0

Setbacks

Front

0

Back

0

Side

0

Open Space

0

Lot Coverage Percentage

0

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

Owner Information

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

Property Owner Name

Andy Davis

Company Name

--

Owner Address City State Zip

2608 Rillwood Rd Vestavia AL 35243

Owner's Phone Number

2057905778

Email Address of Owner

andy.ironcity@gmail.com

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

true

Owner Representative/Responsible Party

Andy Davis

Company Name

--

Contact Email of Responsible Party

andy.ironcity@gmail.com

Mailing Address of Responsible Party

2608 Rillwood Rd Vestavia AL 35243

Phone No. of Responsible Party

2057905778

Email Address of Responsible Party

andy.ironcity@gmail.com

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--

ORDINANCE NUMBER 3157

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

WHEREAS, on the 19th day of December, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2594 Acton Road
Lot 2, Altadena Valley Country Club, Fairway Sector
Al and Patricia Foster, Owner(s)

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

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

ADOPTING and APPROVED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

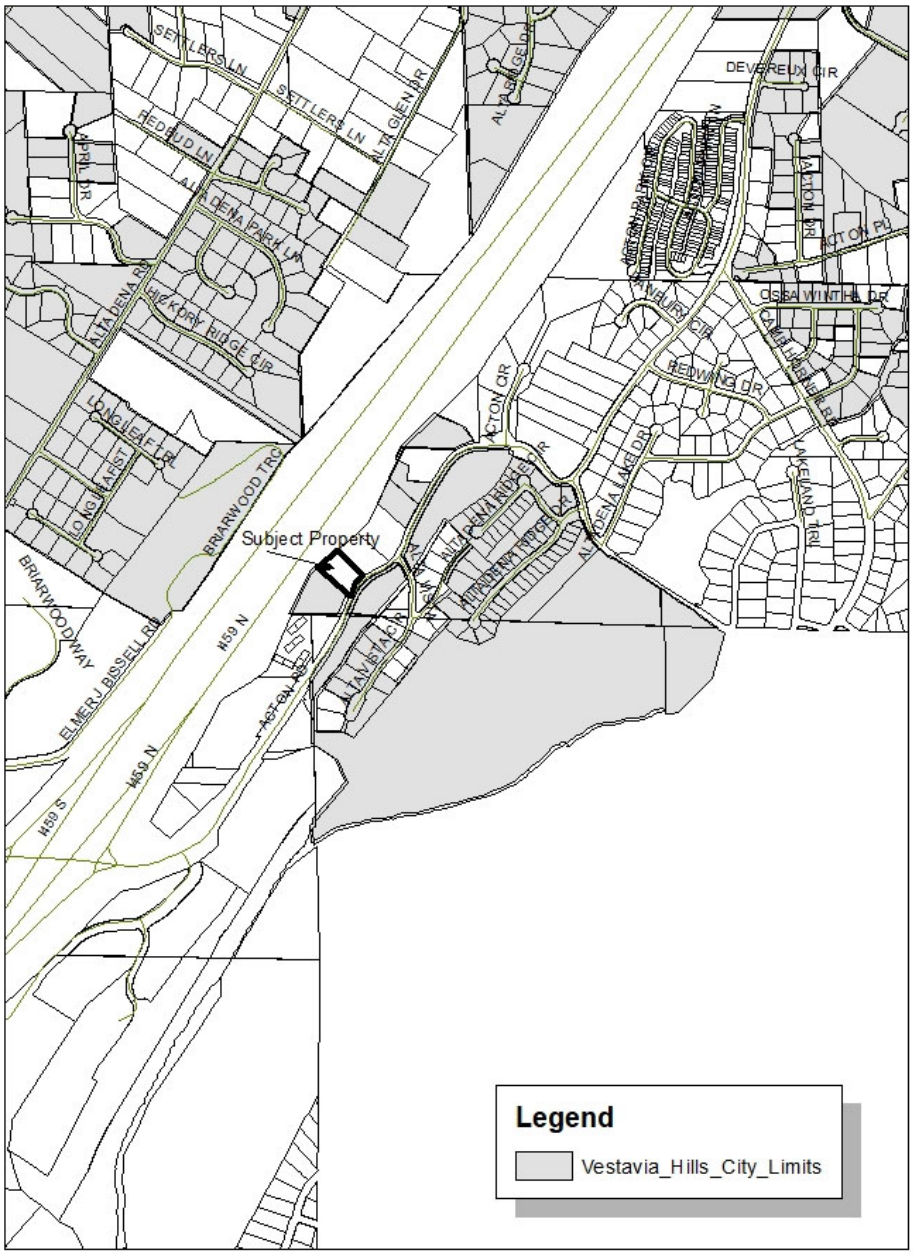
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3157 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 27th day of March, 2023, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2594 Acton Road



PARCEL #:	**28 00 33 4 001 005.000**
OWNER:	FOSTER AL & PATRICIA
ADDRESS:	2594 ACTON ROAD VESTAVIA HILLS AL 35243
LOCATION:	2594 ACTON RD BIRMINGHAM AL 35243

[111-B-]	Baths: **3.0**	H/C Sqft: **3,559**
18-036.0	Bed Rooms: **4**	Land Sch: **A116**
Land: **50,000**	Imp: **284,800**	Total: **334,800**
Acres: **0.000**	Sales Info: **08/13/2021**	**$250,000**

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

Tax Year : 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$283,100.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$50,020
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
GARAGE WD. FR.	24WFSMN	$4,200
BLDG 001	111	$280,600
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $334,800]**		$334,820

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	$66,960	$435.24	$0	$0.00	$435.24
COUNTY	2	2	$66,960	$903.96	$0	$0.00	$903.96
SCHOOL	2	2	$66,960	$549.07	$0	$0.00	$549.07
DIST SCHOOL	2	2	$66,960	$0.00	$0	$0.00	$0.00
CITY	2	2	$66,960	$0.00	$0	$0.00	$0.00
FOREST	2	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	2	2	$66,960	$341.50	$0	$0.00	$341.50
SPC SCHOOL2	2	2	$66,960	$1,124.93	$0	$0.00	$1,124.93

ASSD. VALUE: $66,960.00 **$3,354.70** **GRAND TOTAL: $3,354.70**

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE
2021098012	8/13/2021
2021034688	3/26/2021
2019099137	9/16/2019
2019099136	9/16/2019
2019070451	7/12/2019
2019027802	3/19/2019
2276-419	12/28/1982

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		$0.00
12/9/2021	2021	FOSTER ALAN N & FOSTER PATRICIA C	$2,836.66
5/28/2021	2020	CTL8 LLC TESCO CUSTODIAN	$73,463.34
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$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
====>	**2594 Acton Road**	**Property Address**		
====>	**$ 334,800**	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$33,480.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$688.01	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$962.55	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$1,650.56	**Total County remits to City for split with BOE**	CITY	
$505.55	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$274.54	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$688.01	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$1,742.63	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$2,430.65	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

Annexation Committee Petition Review

Property: 2594 Acton Road

Owners: Alan and Patricia Foster

Date: 12/02/2022

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 $334,800. Meets city criteria: Yes ~~No~~ close
   Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes N/A Number in city _____

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city. ✓
   Agreed to by petitioner: Yes _____ No _____ Comment _____
   _____

Property: 2594 Acton Road

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: _____

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes • No _____ Comments: _____

Other Comments: _____

George Pierce
Chairman

City of Vestavia Hills, AL

11/01/2022

ANX-22-2

Engineering/Public Works Review

Annexation Application

Status: Complete

Assignee: Christopher Brady

Became Active: 10/11/2022

Completed: 10/31/2022

Applicant

Alan Foster
altriciafoster@gmail.com
2594 Acton Road
Birmingham, AL 35243
205-807-3904

Primary Location

2594 ACTON RD
Vestavia Hills, AL 35243

Comments

Christopher Brady, Oct 31, 2022 at 2:55pm

no significant concerns noted; Acton Road is a Jefferson County Through Road

City of Vestavia Hills, AL

11/01/2022

ANX-22-2

Board of Education Review

Annexation Application

Status: Complete

Assignee: Scott Brown

Became Active: 10/11/2022

Completed: 11/01/2022

Applicant

Alan Foster
altriciafoster@gmail.com
2594 Acton Road
Birmingham, AL 35243
205-807-3904

Primary Location

2594 ACTON RD
Vestavia Hills, AL 35243

Comments

Scott Brown, Nov 1, 2022 at 1:27pm

No objection

City of Vestavia Hills, AL

11/01/2022

ANX-22-2

Annexation Application

Status: Active

Date Created: Oct 10, 2022

Applicant

Alan Foster
altriciafoster@gmail.com
2594 Acton Road
Birmingham, AL 35243
205-807-3904

Primary Location

2594 ACTON RD
Vestavia Hills, AL 35243

Owner Information

Owner's Name
Alan and Patricia Foster

Owner Mailing Address Inc. City, State, Zip
2594 Acton Road, Vestavia Hills AL 35243

Property Information

Address of Property to be annexed?
2594 Acton Road

Legal Description of Property to be Annexed
Lot 2, Altadena Valley Country Club Fairway Sector

County Location of Property:
Jefferson County

Tax Parcel ID Number (if known)
28-00-33-4-001-005.000

County Zoning Classification
JC A-1

Is this annexation for redevelopment?
No

Compatible City Zoning Classification
VH A

Desired Zoning Classification
--

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

Annexation Request Information

Please Explain your reason for requesting annexation?
n/a

Are you located in the Rocky Ridge Fire District?
Yes

Information on Children

Name of Child
na

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
--

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
Custom Payment	Paid	Oct 10, 2022 at 8:59 am	Oct 10, 2022 at 8:59 am	-	-
City Clerk Receipt	Complete	Oct 10, 2022 at 8:59 am	Oct 11, 2022 at 2:07 pm	Rebecca Leavings	-
Police Department Review	Complete	Oct 11, 2022 at 2:07 pm	Oct 12, 2022 at 7:06 am	Joel Gaston	10/31/2022
Public Services Director Review	Complete	Oct 11, 2022 at 2:07 pm	Oct 12, 2022 at 10:49 am	Brian Davis	10/31/2022
Fire Department Review	Complete	Oct 11, 2022 at 2:07 pm	Oct 28, 2022 at 3:24 pm	Ryan Farrell	10/31/2022
Engineering/Public Works Review	Complete	Oct 11, 2022 at 2:07 pm	Oct 31, 2022 at 2:55 pm	Christopher Brady	10/31/2022
Board of Education Review	Complete	Oct 11, 2022 at 2:07 pm	Nov 1, 2022 at 1:27 pm	Scott Brown	10/31/2022
Prepare for Annexation Committee	Active	Nov 1, 2022 at 1:27 pm	-	Rebecca Leavings	-
Council Approval	Inactive	-	-	-	-
Apply for Rezoning	Inactive	-	-	-	-

STATE OF ALABAMA
Jefferson **COUNTY**

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: June 22, 2022

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Al Foster 205-807-3904

Patricia Foster 205-807-7872

altricia foster@gmail.com

2594 Acton Road

EXHIBIT "A"

LOT: 2 Altadena Country Club Fairway Sector

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK 64, PAGE 25 IN THE PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Agricultural

COMPATIBLE CITY ZONING: R-2

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 2 According to the Map of Altadena Country Club Fairway Sector as recorded in Map book 64 Page 25 in the Probate office of Jefferson County, Alabama. Less and except any part laying within the Right of Way of U.S. Interstate #459.

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.

SIGNATURE(S)	**DESCRIPTION OF PROPERTY**
Allan N. Foster	Lot 2 Block ____ Survey Altadena Country Club, Sector Fairway
Patricia Foster	Lot 2 Block ____ Survey 11
	Lot ____ Block ____ Survey ____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson **COUNTY**

Patricia Foster 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 all the owners of the described property.

Patricia C. Foster
Signature of Certifier

Subscribed and sworn before me this the 22nd day of June, 2022.

Wendy Muths
Notary Public

WENDY MUTHS NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Feb. 17, 2026

My commission expires: 2/17/26

2594 Acton Road

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition_____ Action Taken: Grant_____
Deny_____

Resolution: Date:_____ Number:_____
Overnight Ordinance: Date:_____ Number:_____
90 Day Final Ordinance: Date:_____ Number:_____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Alan Foster / Patricia Foster

Address: 2594 Acton Road

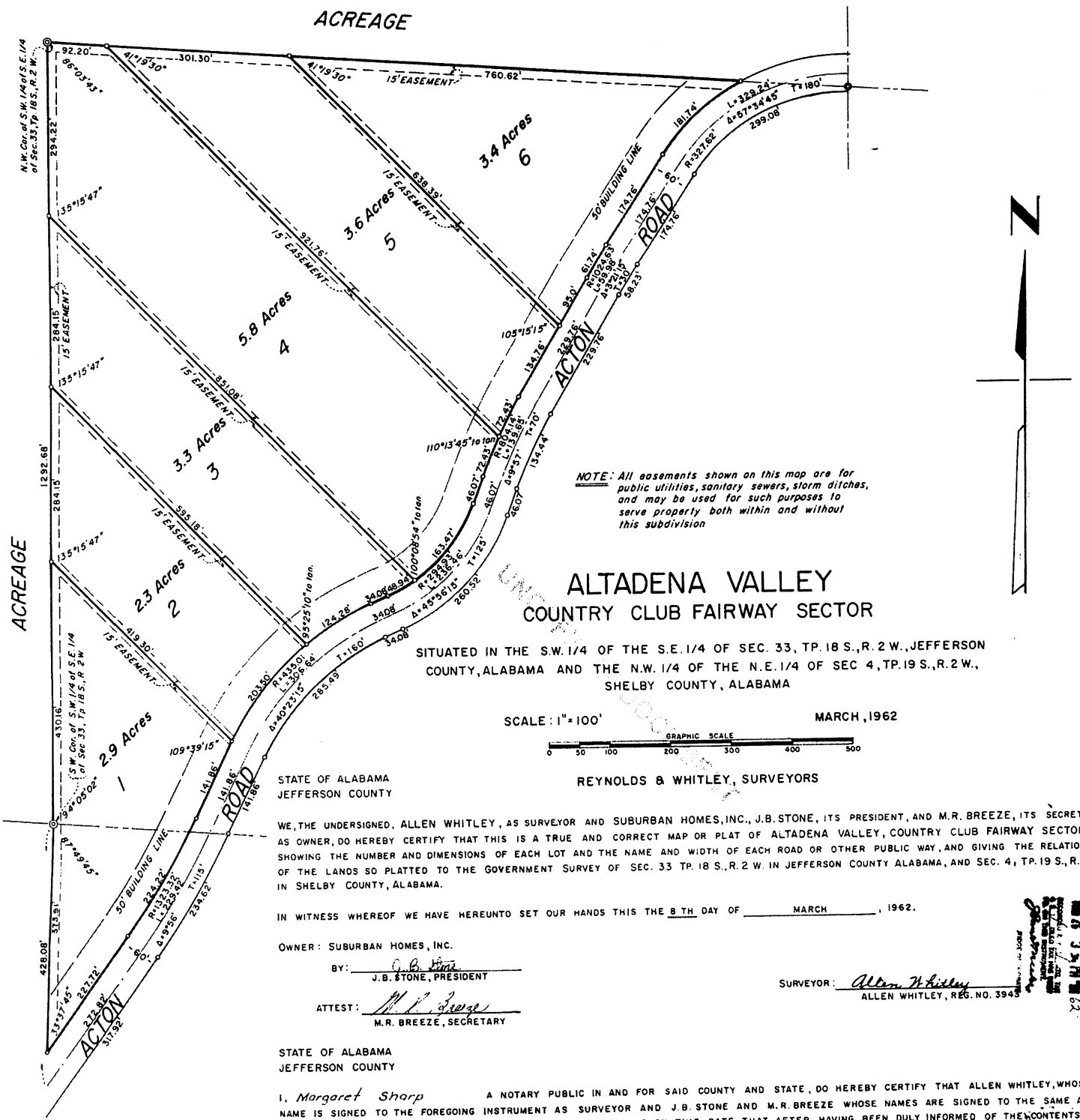
City: Birmingham State: Al Zip: 35243

Information on Children:

None

	Name(s)	Age	School Grade	Plan to Enroll In Vestavia Hills School? Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes"._____



NOTE: All easements shown on this map are for public utilities, sanitary sewers, storm ditches, and may be used for such purposes to serve property both within and without this subdivision

ALTADENA VALLEY
COUNTRY CLUB FAIRWAY SECTOR

SITUATED IN THE S.W. 1/4 OF THE S.E. 1/4 OF SEC. 33, TP. 18 S., R. 2 W., JEFFERSON COUNTY, ALABAMA AND THE N.W. 1/4 OF THE N.E. 1/4 OF SEC 4, TP. 19 S., R. 2 W., SHELBY COUNTY, ALABAMA

SCALE: 1" = 100' MARCH, 1962

GRAPHIC SCALE
0 50 100 200 300 400 500

REYNOLDS & WHITLEY, SURVEYORS

STATE OF ALABAMA
JEFFERSON COUNTY

WE, THE UNDERSIGNED, ALLEN WHITLEY, AS SURVEYOR AND SUBURBAN HOMES, INC., J.B. STONE, ITS PRESIDENT, AND M.R. BREEZE, ITS SECRETARY, AS OWNER, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT MAP OR PLAT OF ALTADENA VALLEY, COUNTRY CLUB FAIRWAY SECTOR, SHOWING THE NUMBER AND DIMENSIONS OF EACH LOT AND THE NAME AND WIDTH OF EACH ROAD OR OTHER PUBLIC WAY, AND GIVING THE RELATIONSHIP OF THE LANDS SO PLATTED TO THE GOVERNMENT SURVEY OF SEC. 33 TP. 18 S., R. 2 W. IN JEFFERSON COUNTY ALABAMA, AND SEC. 4, TP. 19 S., R. 2 W. IN SHELBY COUNTY, ALABAMA.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS THE 8 TH DAY OF MARCH, 1962.

OWNER: SUBURBAN HOMES, INC.

BY: J. B. Stone
J.B. STONE, PRESIDENT

ATTEST: M. R. Breeze
M.R. BREEZE, SECRETARY

SURVEYOR: Allen Whitley
ALLEN WHITLEY, REG. NO. 3943

Map 64 Page 25
MAR 3 PM '62

STATE OF ALABAMA
JEFFERSON COUNTY

I, Margaret Sharp A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ALLEN WHITLEY, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AS SURVEYOR AND J.B. STONE AND M.R. BREEZE WHOSE NAMES ARE SIGNED TO THE SAME AS OWNERS, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT AFTER HAVING BEEN DULY INFORMED OF THE CONTENTS OF SAID CERTIFICATE, THEY EXECUTED SAME VOLUNTARILY AS SUCH INDIVIDUALS WITH FULL AUTHORITY FOR AND AS THE ACT OF SAME.

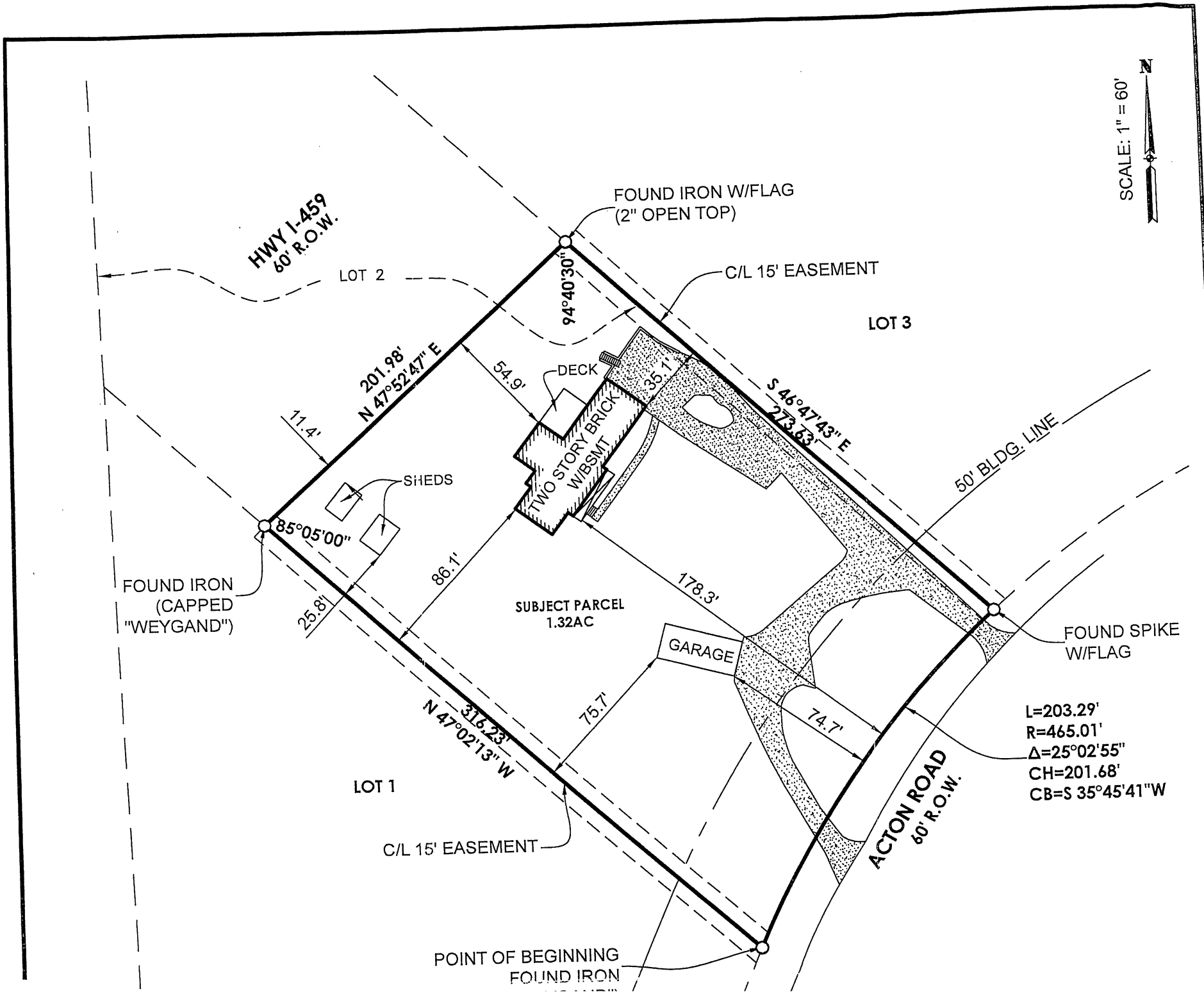
GIVEN UNDER MY HAND AND SEAL THIS THE 8 TH DAY OF MARCH, 1962.

Margaret Sharp
NOTARY PUBLIC

APPROVED: 26 mar '62
COUNTY ENGINEER

APPROVED: MAR 26 1962
JEFFERSON COUNTY PLANNING COMMISSION

17


SCALE: 1" = 60'
N
HWY I-459
60' R.O.W.
LOT 2
FOUND IRON W/FLAG
(2" OPEN TOP)
C/L 15' EASEMENT
LOT 3
94°40'30"
201.98'
N 47°52'47" E
54.9'
DECK
35.1'
TWO STORY BRICK
W/BSMT
S 46°47'43" E
273.63'
50' BLDG. LINE
11.4'
SHEDS
85°05'00"
FOUND IRON
(CAPPED
"WEYGAND")
86.1'
178.3'
25.8'
SUBJECT PARCEL
1.32AC
GARAGE
FOUND SPIKE
W/FLAG
75.7'
74.7'
316.23'
N 47°02'13" W
L=203.29'
R=465.01'
Δ=25°02'55"
CH=201.68'
CB=S 35°45'41"W
LOT 1
C/L 15' EASEMENT
ACTON ROAD
60' R.O.W.
POINT OF BEGINNING
FOUND IRON

LEGAL DESCRIPTION

LOT 2 ACCORDING TO THE MAP OF ALTADENA COUNTRY CLUB FAIRWAY SECTOR AS RECORDED IN MAP BOOK 64 [illegible] JEFFERSON COUNTY, ALABAMA. LESS AND EXCEPT ANY PART LAYING WITHIN THE RIGHT OF WAY OF U.S. INTERSTATE # 459, BE[illegible] DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST CORNER OF SAID LOT 2; SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ACTON ROAD; THENCE RUN NORTH 47 DEGREES 02 MINUTES 13 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 2 FOR 316.23 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. I-459; THENCE RUN NORTH 47 DEGREES 52 MINUTES 47 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 201.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2 ; THENCE RUN SOUTH 46 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID BOUNDARY LINE FOR 273.63 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 2; SAID CORNER LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ACTON ROAD, AND THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 465.01, A CHORD LENGTH OF 201.68 AND A CHORD BEARING OF SOUTH 35 DEGREES 45 MINUTES, 41 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE FOR 203.29 FEET TO THE POINT OF BEGINNING. CONTAINING 1.32 ACRES MORE OR LESS.

LEGEND

° DEGREE	N NORTH	L ARC LENGTH	OE UTILITY LINE
' FEET OR MINUTES	S SOUTH	R RADIUS	X CHAIN LINK FENCE
" INCHES OR SECONDS	E EAST	FIRE HYDRANT	WOODEN FENCE
GM GAS METER	W WEST	UTILITY POLE	CONCRETE
	P.O.B. POINT OF BEGINNING	JUNCTION BOX	
	R.O.W. RIGHT OF WAY		
	C/L CENTER LINE		

STATE OF ALABAMA
REGISTERED
#18664
PROFESSIONAL
LAND
SURVEYOR
JEFF D. ARRINGTON

NOTES:
1. NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAYS, RECORDED OR UNRECORDED. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACKS, EASEMENTS, ZONING AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
2. ALL BEARING AND/OR ANGLE, AND DISTANCES ARE DEED AND ACTUAL UNLESS OTHERWISE NOTED: DEED=(D); MEASURED=(M); RECORD MAP/PLAT=(P).
3. UNDERGROUND PORTIONS OF FOUNDATIONS, FOOTINGS, OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED.
4. THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.
5. BEARING REFERENCE IS BASED ON RECORDED PLAT AND SOURCE OF INFORMATION IS RECORDED PLAT AND FIELD EVIDENCE.
6. TYPE OF SURVEY: **FINAL SURVEY**

STATE OF ALABAMA
JEFFERSON COUNTY

I, Jeff D. Arrington, a registered Land Surveyor, certify that I have surveyed *, according to the survey of *SEE DESCRIPTION ABOVE, as recorded in Map Volume *, Page *, in the office of the Judge of Probate Jefferson County, Alabama; 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; That there are no encroachments on said lot except as shown; That improvements are located as shown above. No Flood Zone Determination was requested or performed as part of this survey.

Address: 2594 ACTON ROAD
Drawing Date: 10/22/2021 By: MA
Date of Survey: 10/21/2021 Party Chief: JJ
Order No. 78168
For: PATRICIA FOSTER

Jeff D. Arrington, AL Reg. #18664
Arrington Engineering & Land Surveying, Inc.
2032 Valleydale Road, Birmingham, AL 35244
Phone: (205) 985-9315 (Fax 205-985-9385)

(CAPPED "WEYGAND")

LEGAL DESCRIPTION

LOT 2 ACCORDING TO THE MAP OF ALTADENA COUNTRY CLUB FAIRWAY SECTOR AS RECORDED IN MAP BOOK 64 PAGE 25 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA. LESS AND EXCEPT ANY PART LAYING WITHIN THE RIGHT OF WAY OF U.S. INTERSTATE # 459, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY MOST CORNER OF SAID LOT 2; SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ACTON ROAD; THENCE RUN NORTH 47 DEGREES 02 MINUTES 13 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 2 FOR 316.23 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. I-459; THENCE RUN NORTH 47 DEGREES 52 MINUTES 47 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 201.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2 ; THENCE RUN SOUTH 46 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID BOUNDARY LINE FOR 273.63 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 2; SAID CORNER LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ACTON ROAD, AND THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 465.01, A CHORD LENGTH OF 201.68 AND A CHORD BEARING OF SOUTH 35 DEGREES 45 MINUTES, 41 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE FOR 203.29 FEET TO THE POINT OF BEGINNING. CONTAINING 1.32 ACRES MORE OR LESS.

LEGEND

° DEGREE	N NORTH	E EAST	L ARC LENGTH	OE	UTILITY LINE
' FEET OR MINUTES	S SOUTH	W WEST	R RADIUS	X	CHAIN LINK FENCE
" INCHES OR SECONDS	P.O.B. POINT OF BEGINNING		FIRE HYDRANT		WOODEN FENCE
GM GAS METER	R.O.W. RIGHT OF WAY		UTILITY POLE		CONCRETE
	C/L CENTER LINE		JUNCTION BOX		

NOTES:
1. NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAYS, RECORDED OR UNRECORDED. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACKS, EASEMENTS, ZONING AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
2. ALL BEARING AND/OR ANGLE, AND DISTANCES ARE DEED AND ACTUAL UNLESS OTHERWISE NOTED: DEED=(D); MEASURED=(M); RECORD MAP/PLAT=(P).
3. UNDERGROUND PORTIONS OF FOUNDATIONS, FOOTINGS, OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED.
4. THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.
5. BEARING REFERENCE IS BASED ON RECORDED PLAT AND SOURCE OF INFORMATION IS RECORDED PLAT AND FIELD EVIDENCE.
6. TYPE OF SURVEY: **FINAL SURVEY**

STATE OF ALABAMA
REGISTERED
#18664
PROFESSIONAL
LAND
SURVEYOR
JEFF D. ARRINGTON

STATE OF ALABAMA
JEFFERSON COUNTY

I, Jeff D. Arrington, a registered Land Surveyor, certify that I have surveyed *, according to the survey of *SEE DESCRIPTION ABOVE, as recorded in Map Volume *, Page *, in the office of the Judge of Probate Jefferson County, Alabama; 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; That there are no encroachments on said lot except as shown; That improvements are located as shown above. No Flood Zone Determination was requested or performed as part of this survey.

Address: 2594 ACTON ROAD
Drawing Date: 10/22/2021 By: MA
Date of Survey: 10/21/2021 Party Chief: JJ
Order No. 78168
For: PATRICIA FOSTER

Jeff D. Arrington, AL Reg. #18664
Arrington Engineering & Land Surveying, Inc.
2032 Valleydale Road, Birmingham, AL 35244
Phone: (205) 985-9315 (Fax 205-985-9385)

ORDINANCE NUMBER 3158

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

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

2594 Acton Road
Lot 2, Altadena Valley Country Club, Fairway Sector
Al and Patricia Foster, Owner(s)

APPROVED and ADOPTED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

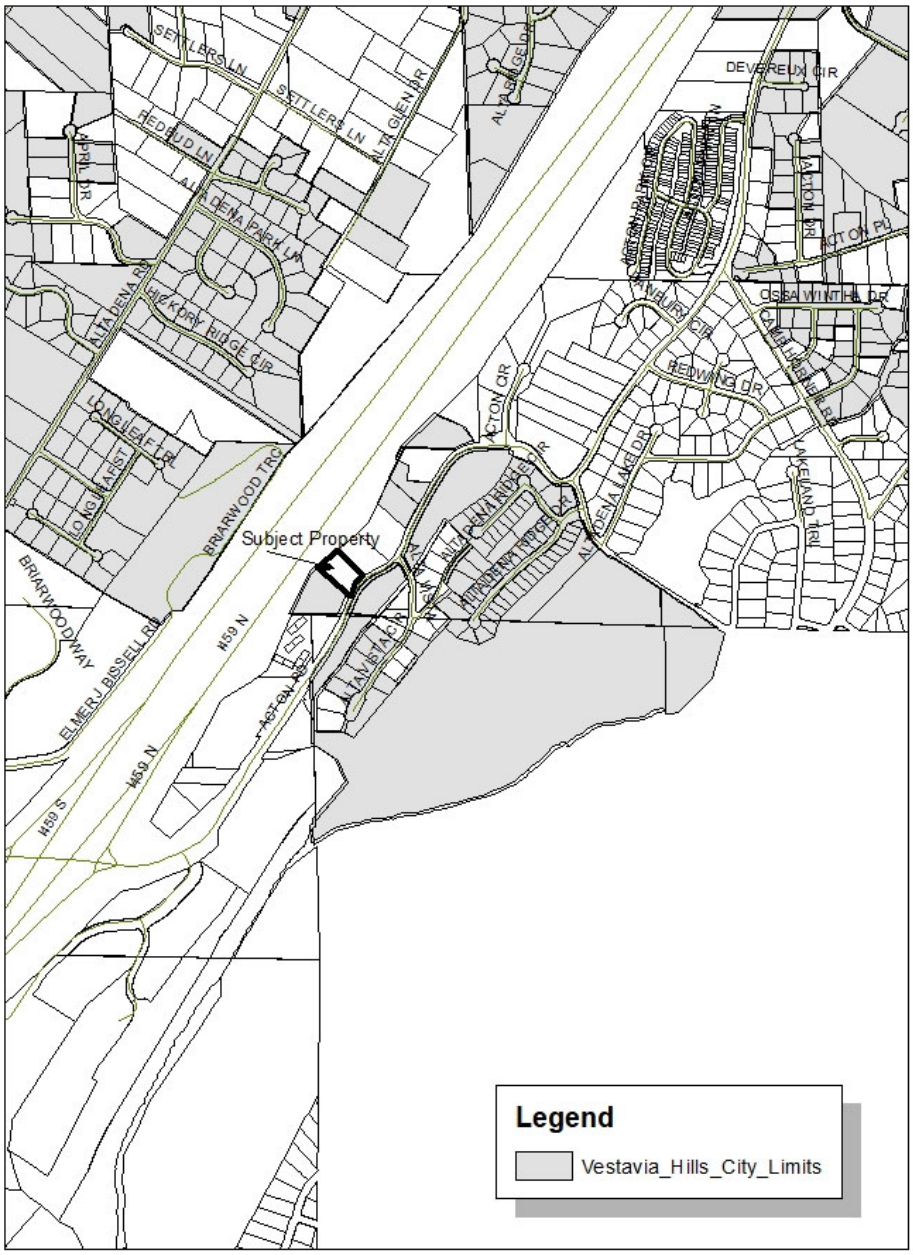
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3158 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 27th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2594 Acton Road



City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number: RZ-22-11

Owner Name: Alan N Foster

Owner Address: 2594 Acton Rd

Representative:

Rep. Address:

Project Address: 2594 Acton Rd
Legal Description:
Parcel ID Number:
Current Zoning: JC A-1
Requested Zoning: VH R-2
Intended Purpose: annexation of single family residence

P&Z Recommendation:

MOTION Mr. Larson made a motion to recommend Rezoning for 2594 Acton Rd. from Jefferson County A to Vestavia Hills R-2. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes
Mr. Larson – yes
Mr. Honeycutt – yes
Mr. Sykes – yes
Mr. Weaver– yes
Mr. Vercher– yes

Motion carried.

Date of P&Z Meeting: February 9, 2023

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner

City of Vestavia Hills, AL

Feb 1, 2023

RZ-22-11

Planning Review

Rezoning Application

Status: Complete

Assignee: Conrad Garrison

Became Active: Dec 27, 2022

Completed: Dec 27, 2022

Applicant

Alan Foster
altriciafoster@gmail.com
2594 Acton Road
Birmingham, AL 35243
205-807-3904

Primary Location

2594 ACTON RD
Vestavia Hills, AL 35243

Owner:

Alan N Foster
2594 Acton Rd Vestavia Hills, AL 35243

Comments

Conrad Garrison, Jan 31, 2023

Property was annexed by City Council on 12/19/22 (Ord. 3141). Applicant is not seeking compatible rezoning from the Jefferson County Agriculture to VH Agriculture but, instead, to R-2 to restrict uses to single family.

Rezoning Application

RZ-22-11

Submitted On: Dec 24, 2022

Applicant

Alan Foster
205-807-3904
@ altriciafoster@gmail.com

Primary Location

2594 ACTON RD
Vestavia Hills, AL 35243

Property Information

Subject Property Address

2594 Acton Rd

Tax Parcel ID Number

--

Legal Description

--

Existing Parking Spaces

--

Proposed Parking Spaces

--

Submission Date

12/24/2022

Type of Project

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification

JC A-1

To Requested Zoning Classification

VH R-2

For the Intended Purpose of:

annexation of single family residence

Acreage of Subject Property

1.36

Acreage of Property to be Disturbed

0

Setbacks

Front

--

Back

--

Side

--

Open Space

--

Lot Coverage Percentage

--

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

Owner Information

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

Property Owner Name

Alan N Foster

Company Name

--

Owner Address City State Zip

2594 Acton Rd

Owner's Phone Number

205-807-7872

Email Address of Owner

altriciafoster@gmail.com

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

true

Owner Representative/Responsible Party

--

Company Name

--

Contact Email of Responsible Party

--

Mailing Address of Responsible Party

--

Phone No. of Responsible Party

--

Email Address of Responsible Party

--

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--

ORDINANCE NUMBER 3159

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

WHEREAS, on the 19th day of December, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2401 Rocky Ridge Road
Lot 9, Buckhead, 1st Sector
Charles Kessler, Owner(s)

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

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

ADOPTING and APPROVED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3159 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 27th day of March, 2023, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2401 Rocky Ridge Road

PARCEL #:	**40 00 05 2 007 007.000**
OWNER:	TYCON LLC & KARTOS FAMILY LLC
ADDRESS:	513 SEVEN OAKS PARK BIRMINGHAM AL 35242
LOCATION:	2401 ROCKY RIDGE RD BHAM AL 35243

[111-D0]	Baths: **1.0**	H/C Sqft: **1,281**
18-015.0	Bed Rooms: **3**	Land Sch: **G1**
Land: **137,000**	Imp: **105,000**	Total: **242,000**
Acres: **0.000**	Sales Info: **09/18/2019**	**$120,000**

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

Tax Year : 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$236,400.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$137,000
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
BLDG 001	111	$105,000
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $242,000]**		$242,000

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	$48,400	$314.60	$0	$0.00	$314.60
COUNTY	2	2	$48,400	$653.40	$0	$0.00	$653.40
SCHOOL	2	2	$48,400	$396.88	$0	$0.00	$396.88
DIST SCHOOL	2	2	$48,400	$0.00	$0	$0.00	$0.00
CITY	2	2	$48,400	$0.00	$0	$0.00	$0.00
FOREST	2	2	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	2	2	$48,400	$246.84	$0	$0.00	$246.84
SPC SCHOOL2	2	2	$48,400	$813.12	$0	$0.00	$813.12

TOTAL FEE & INTEREST: (Detail) $524.01

ASSD. VALUE: $48,400.00 **$2,424.84** **GRAND TOTAL: $2,948.85**

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE
2019099989	9/18/2019
201414 12781	3/8/2013
200004-8655	04/10/2000

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		$0.00
5/13/2022	2021	PETROS KARTOS	$2,980.66
11/19/2020	2020	KARTOS FAMILY LLC	$1,755.50
7/7/2020	2019	ATCF II ALABAMA LLC TAXSERV CUST	$48,288.46
12/7/2018	2018	CORELOGIC INC	$1,773.54
11/17/2017	2017	CORE LOGIC INC	$1,719.43
11/21/2016	2016	CORELOGIC	$1,649.29
12/1/2015	2015	CORELOGIC INC	$1,649.29
12/2/2014	2014	CORELOGIC INC	$802.70

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
====>	**2401 Rocky Ridge Road**	**Property Address**		
====>	**$ 242,000**	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$24,200.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$497.31	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$695.75	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$1,193.06	**Total County remits to City for split with BOE**	CITY	
$365.42	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$198.44	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$497.31	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$1,259.61	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$1,756.92	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

Annexation Committee Petition Review

Property: 2401 Rocky Ridge Road

Owners: Charles and Jason Kessler

Date: 12/02/2022

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 $242,000. Meets city criteria: Yes ____ No ←
   Comment: Recently renovated - Marketed @ $500,000

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes N/A Number in city _____

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
   Agreed to by petitioner: Yes ✓ No _____ Comment _____
   _____

Property: 2401 Rocky Ridge Road

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: _____

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

Other Comments: Home on Market - Renovated Extensively

George Pierce
Chairman

City of Vestavia Hills, AL

11/01/2022

ANX-22-3

Engineering/Public Works Review

Annexation Application

Status: Complete

Assignee: Christopher Brady

Became Active: 10/11/2022

Completed: 10/31/2022

Applicant

Jason Kessler
jdkessler84@gmail.com
3505 Bent River Road
Birmingham, AL 35216
205-985-7171

Primary Location

2401 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Comments

Christopher Brady, Oct 31, 2022 at 2:56pm

no significant concerns noted; Rocky Ridge Road is a Jefferson County Through Road; new construction has a few bare spots remaining in newly sodded yard; will check with County regarding final inspections and permit status.

City of Vestavia Hills, AL

11/01/2022

ANX-22-3

Board of Education Review

Annexation Application

Status: Complete

Assignee: Scott Brown

Became Active: 10/11/2022

Completed: 11/01/2022

Applicant

Jason Kessler
jdkessler84@gmail.com
3505 Bent River Road
Birmingham, AL 35216
205-985-7171

Primary Location

2401 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Comments

Scott Brown, Nov 1, 2022 at 1:25pm

No objection

City of Vestavia Hills, AL

11/01/2022

ANX-22-3

Annexation Application

Status: Active

Date Created: Oct 10, 2022

Applicant

Jason Kessler
jdkessler84@gmail.com
3505 Bent River Road
Birmingham, AL 35216
205-985-7171

Primary Location

2401 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Owner Information

Owner's Name

Charles Kessler Jr.

Owner Mailing Address Inc. City, State, Zip

3002 South Cove Drive, Vestavia Hills AL 35216

Property Information

Address of Property to be annexed?

2401 Rocky Ridge Road

Legal Description of Property to be Annexed

Lot 9, Buckhead, 1st Secto

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

40-00-05-2-007-007.000

County Zoning Classification

JC E-2

Is this annexation for redevelopment?

No

Compatible City Zoning Classification

VH R-1

Desired Zoning Classification

--

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?

Property has been renovated and owner is desirous of selling in City limits

Are you located in the Rocky Ridge Fire District?

Yes

Information on Children

Name of Child
na

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

pdf owners affidavit.pdf
Uploaded by Rebecca Leavings on Oct 10, 2022 at 9:09 am

pdf map.pdf
Uploaded by Rebecca Leavings on Oct 10, 2022 at 9:09 am

pdf 2401 Rocky Ridge Road.pdf
Uploaded by Rebecca Leavings on Oct 10, 2022 at 9:11 am

History

Date	Activity
Oct 10, 2022 at 9:03 am	Rebecca Leavings started a draft of Record ANX-22-3
Oct 10, 2022 at 9:11 am	Rebecca Leavings added attachment 2401 Rocky Ridge Road.pdf to Record ANX-22-3
Oct 10, 2022 at 9:11 am	Rebecca Leavings submitted Record ANX-22-3
Oct 10, 2022 at 9:11 am	approval step City Clerk Receiptwas assigned to Rebecca Leavings on Record ANX-22-3
Oct 10, 2022 at 9:12 am	completed payment step Custom Payment on Record ANX-22-3
Oct 10, 2022 at 9:12 am	Rebecca Leavings added a guest: ckessler1@bellsouth.net to Record ANX-22-3
Oct 11, 2022 at 2:07 pm	Rebecca Leavings changed the deadline to Nov 01, 2022 on approval step Engineering/Public Works Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	Rebecca Leavings changed the deadline to Nov 01, 2022 on approval step Fire Department Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	Rebecca Leavings changed the deadline to Nov 01, 2022 on approval step Police Department Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	Rebecca Leavings changed the deadline to Nov 01, 2022 on approval step Board of Education Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	Rebecca Leavings changed the deadline to Nov 01, 2022 on approval step Public Services Director Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	Rebecca Leavings approved approval step City Clerk Receipt on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	approval step Engineering/Public Works Reviewwas assigned to Lori Beth Kearley on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	changed the deadline to Nov 01, 2022 on approval step Engineering/Public Works Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	approval step Fire Department Reviewwas assigned to Ryan Farrell on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	changed the deadline to Nov 01, 2022 on approval step Fire Department Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	changed the deadline to Nov 01, 2022 on approval step Police Department Review on Record ANX-22-3
Oct 11, 2022 at 2:08 pm	changed the deadline to Nov 01, 2022 on approval step Board of Education Review on Record ANX-22-3

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:

2401 Rocky Ridge Rd Lot 9 Blk 31 Survey Buckhead 1st sec page 93

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

STATE OF ALABAMA

Jefferson COUNTY

CHARLES G. KESSLER 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 28th day of _____, _____.

REBECCA H. LEAVINGS NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public

My Commission Expires: 7/05/2023

PARCEL #:	**40 00 05 2 007 007.000**
OWNER:	TYCON LLC & KARTOS FAMILY LLC
ADDRESS:	513 SEVEN OAKS PARK BIRMINGHAM AL 35242
LOCATION:	2401 ROCKY RIDGE RD BHAM AL 35243

[111-D0]	Baths: **1.0**	H/C Sqft: **1,281**
18-015.0	Bed Rooms: **3**	Land Sch: **G1**
Land: **137,000**	Imp: **105,000**	Total: **242,000**
Acres: **0.000**	Sales Info: **09/18/2019**	**$120,000**

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

Tax Year : 2022

SUMMARY **LAND** BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

		Code	Acerage	Square Foot	Market Value	CU. Value
SITE VALUE	2	111 HOUSEHOLD UNITS	0	0	$137,000.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: BUCKHEAD 1ST SECTOR — MAP BOOK: 31 PAGE: 93
SUB DIVISON2: — MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: — SECONDARY BLOCK: 0
PRIMARY LOT: 9 — SECONDARY LOT: 0

METES AND BOUNDS: LOT 9 BUCKHEAD 1ST SECTOR

SALES INFORMATION

9/18/2019	$120,000.00	2 **BOOK:**2019 **PAGE:**099989	Land & Building	TYCON LLC & KARTOS FAMILY LLC
4/1/2000	$115,000.00	1 **BOOK:**200004 **PAGE:**008655	Land & Building	
6/1/1997	$81,500.00	4 **BOOK:**9707 **PAGE:**003755	Land & Building	

ORDINANCE NUMBER 3160

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

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

2401 Rocky Ridge Road
Lot 9, Buckhead, 1st Sector
Charles Kessler, Owner(s)

APPROVED and ADOPTED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3160 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 27th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2401 Rocky Ridge Road

City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number: RZ-23-2

Owner Name: CHARLES G KESSLER JR

Owner Address: 3505 BENT RIVER RD

Representative:

Rep. Address:

Project Address: 2401 ROCKY RIDGE ROAD
Legal Description:
Parcel ID Number: 40 00 05 2 007 007.000
Current Zoning: JC E-2
Requested Zoning: VH R-1
Intended Purpose: annexation

P&Z Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 2401 Rocky Ridge Rd. from Jefferson County E-2 to Vestavia Hills R-1 . Second was by Mr. Larson. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes
Mr. Sykes – yes
Mr. Larson – yes
Mr. Weaver– yes
Mr. Honeycutt – yes
Mr. Vercher– yes

Motion carried.

Date of P&Z Meeting: February 9, 2023

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner

City of Vestavia Hills, AL

Feb 1, 2023

RZ-23-2

Planning Review

Rezoning Application

Status: Complete

Assignee: Conrad Garrison

Became Active: Jan 5, 2023

Completed: Jan 10, 2023

Applicant

Judy Cvetetic
judy@kadcohomes.com
3505 Bent River Rd
Vestavia Hills, AL 35216
205-985-7171

Primary Location

2401 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Owner:

CGKJR LLC
3505 Bent River Rd Vestavia Hills, AL 35216

Comments

Conrad Garrison, Feb 1, 2023

This is a compatible rezoning of annexed property on Rocky Ridge Rd. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3142 on 12/19/22.

Rezoning Application

RZ-23-2

Submitted On: Jan 4, 2023

Applicant

Judy Cvetetic
205-985-7171
@ judy@kadcohomes.com

Primary Location

2401 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Property Information

Subject Property Address

2401 ROCKY RIDGE ROAD

Tax Parcel ID Number

40 00 05 2 007 007.000

Legal Description

--

Existing Parking Spaces

--

Proposed Parking Spaces

--

Submission Date

12/21/2022

Type of Project

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification

JC E-2

To Requested Zoning Classification

VH R-1

For the Intended Purpose of:

annexation

Acreage of Subject Property

.75 ac

Acreage of Property to be Disturbed

zero

Setbacks

Front

60

Back

30

Side

17

Open Space

--

Lot Coverage Percentage

2500

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

Owner Information

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

Property Owner Name

CHARLES G KESSLER JR

Company Name

CGKJR LLC

Owner Address City State Zip

3505 BENT RIVER RD

Owner's Phone Number

205-985-7171

Email Address of Owner

CKESSLER1@BELLSOUTH.NET

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

true

Owner Representative/Responsible Party

--

Company Name

--

Contact Email of Responsible Party

--

Mailing Address of Responsible Party

--

Phone No. of Responsible Party

--

Email Address of Responsible Party

--

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--

ORDINANCE NUMBER 3161

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

WHEREAS, on the 19th day of December, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2565 Rocky Ridge Road
Grace Covenant Baptist Church, Owner(s)

More particularly described as follows:

Two tracts of property in the Northwest Quarter of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Parcel I: Begin at a point 354 feet North of the Southeast corner of the NE 1/4 of NW 1/4 of Section 32, Township 18 South, Range 2 West; thence North 234 feet; thence with an angle of 79 degrees 52 minutes to the left 335 feet to the center line of public road (now known as Rocky Ridge Road); thence with an angle of 72 degrees 45 minutes to the left and along and including to the center line of said road 239 feet; thence with an angle of 107 degrees 15 minutes to the left 465 feet to point of beginning. Less and except that part of subject property included in deed to Mary Eugenia DeGroat, as recorded in Real Volume 1091, Page 152 in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel 2: Commence at the Southeast corner of said 1/4 Section and thence run North 02 degrees 18 minutes 14 seconds West along the East line of said 1/4 Section for 1,627.48 feet to the point of beginning of the tract of

land herein described; thence run North 02 degrees 17 minutes 42 seconds West for 20.32 feet; thence run North 82 degrees 02 minutes 09 seconds West for 407.92 feet to a point on the Easterly right-of-way line of Rocky Ridge Road; thence run South 25 degrees 12 minutes 08 seconds West along said road right-of-way for 20.94 feet; thence run South 82 degrees 02 minutes 09 seconds East for 417.75 feet to the point of beginning.

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

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

ADOPTING and APPROVED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

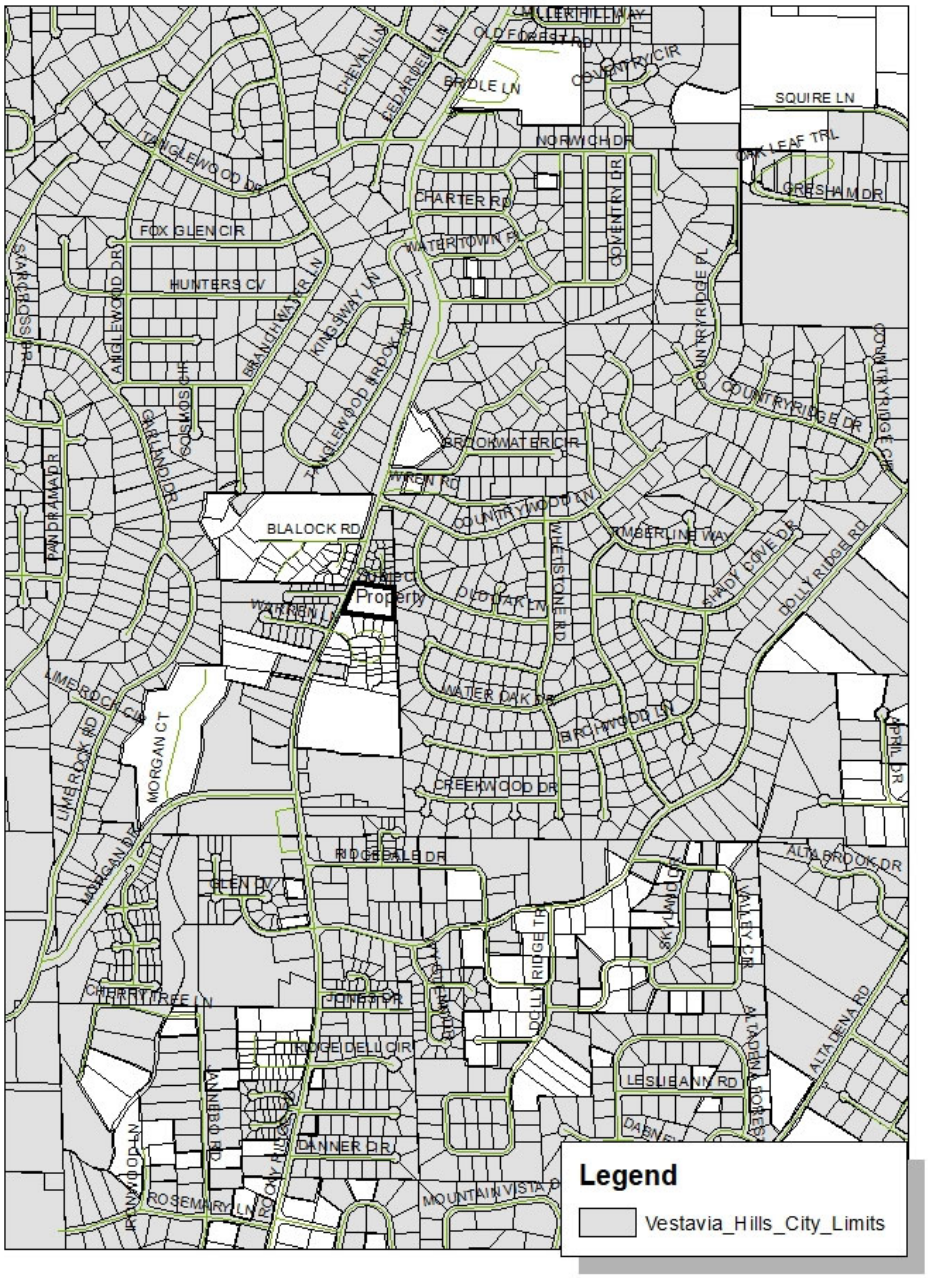
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3161 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 27th day of March, 2023, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2565 Rocky Ridge Road



PARCEL #:	**28 00 32 2 001 004.000**
OWNER:	GRACE COVENANT BAPTIST CHURCH
ADDRESS:	2565 ROCKY RIDGE RD VESTAVIA AL 35243-4442
LOCATION:	2565 ROCKY RIDGE RD BHAM AL 35243

[720-D+]	Baths: **1.0**	H/C Sqft: **6,213**
50-028.0	Bed Rooms: **0**	Land Sch: **S153**
Land: **326,400**	Imp: **380,700**	Total: **707,100**
Acres: **0.000**	Sales Info: **02/26/2020**	**$671,500**

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

Tax Year : 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:	STC2	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:	$707,100.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$326,400
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
PAVING ASPHALT	34PASP1	$35,600
BLDG 001	720	$345,100
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $707,100]**		$707,100

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	$141,420	$919.23	$141,420	$919.23	$0.00
COUNTY	2	1	$141,420	$1,909.17	$141,420	$1,909.17	$0.00
SCHOOL	2	1	$141,420	$1,159.64	$141,420	$1,159.64	$0.00
DIST SCHOOL	2	1	$141,420	$0.00	$141,420	$0.00	$0.00
CITY	2	1	$141,420	$0.00	$141,420	$0.00	$0.00
FOREST	2	1	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	2	1	$141,420	$721.24	$141,420	$721.24	$0.00
SPC SCHOOL2	2	1	$141,420	$2,375.86	$141,420	$2,375.86	$0.00

ASSD. VALUE: $141,420.00 **$7,085.14** **GRAND TOTAL: $0.00**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2020027706	2/26/2020
2568-734	09/05/1984
1091-899	07/26/1974

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		$0.00
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00

Annexation Committee Petition Review

Property: 2565 Rocky Ridge Road

Owners: Grace Covenant Church

Date: 12/2/2022

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of N/A. Meets city criteria: Yes ____ No ____
   Comment: Church

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes N/A Number in city _____

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
   Agreed to by petitioner: Yes ✓ No _____ Comment _____
   _____

Property: 2565 Rocky Ridge Road

8. A non-refundable administrative fee of $100 has been paid to the city. Furthermore, ~~vo~~luntary 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: _____

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

Other Comments: _____

George Pierce
Chairman

City of Vestavia Hills, AL

11/01/2022

ANX-22-4

Engineering/Public Works Review

Annexation Application

Status: Complete

Assignee: Christopher Brady

Became Active: 10/11/2022

Completed: 10/31/2022

Applicant

Richard Hughes
rohughes@charter.net
2565 Rocky Ridge Road
Vestavia Hills , AL 35243
205-586-0730

Primary Location

2565 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Comments

Christopher Brady, Oct 31, 2022 at 2:57pm

no concerns noted; Rocky Ridge Road is a Jefferson County Through Road.

City of Vestavia Hills, AL

11/01/2022

ANX-22-4

Board of Education Review

Annexation Application

Status: Complete

Assignee: Scott Brown

Became Active: 10/11/2022

Completed: 11/01/2022

Applicant

Richard Hughes
rohughes@charter.net
2565 Rocky Ridge Road
Vestavia Hills , AL 35243
205-586-0730

Primary Location

2565 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Comments

Scott Brown, Nov 1, 2022 at 1:22pm

No objection

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: October 3, 2022

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Richard Hughes, Trustee
Grace Covenant Baptist Church
(205)-586-0730 cell
rohughes@charter.net

EXHIBIT "A"

LOT:_____

BLOCK:_____

SURVEY:_____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE

PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: INSTITUTIONAL

COMPATIBLE CITY ZONING: INSTITUTIONAL

LEGAL DESCRIPTION (METES AND BOUNDS):

Two tracts of property in the Northwest Quarter of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Parcel 1:
Begin at a point 354 feet North of the Southeast corner of the N01iheast ¼ of N01ihwest ¼ of Section 32, Township 18 South, Range 2 West; thence North 234 feet; thence with an angle of 79 degrees 52 minutes to the left 335 feet to the center line of public road (now known as Rocky Ridge Road); thence with an angle of 72 degrees 45 minutes to the left and along and including to the center line of said road 239 feet; thence with an angle of 107 degrees 15 minutes to the left 465 feet to point of beginning.

Less and except that part of subject propeliy included in deed to Mary Eugenia DeGroat, as recorded in Real Volume 1091, Page 152 in the Office of the Judge of Probate ofJefferson County, Alabama.

Parcel 2:
Commence at the Southeast corner of said ¼ Section and thence run N01ih 02 degrees 18 minutes 14 seconds West along the East line of said ¼ Section for 1,627.48 feet to the point of beginning of the tract of land herein described; thence run North 02 degrees 17 minutes 42 seconds West for 20.32 feet; thence run Nolih 82 degrees 02 minutes 09 seconds West for 407.92 feet to a point on the Easterly right-of-way line of Rocky Ridge Road; thence run South 25 degrees 12 minutes 08 seconds West along said road right-of-way for 20.94 feet; thence run South 82 degrees 02 minutes 09 seconds East for 417. 7 5 feet to the point of beginning.

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.

SIGNATURE(S)	**DESCRIPTION OF PROPERTY**
_____, Trustee Gerald J. Buchwald	Lot_____ Block_____ Survey_____
_____, Trustee Richard O. Hughes	Lot_____ Block_____ Survey_____
_____, Trustee David McCrary	Lot_____ Block_____ Survey_____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

Richard O. Hughes 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 all the owners of the described property.

_____
Signature of Certifier

Subscribed and sworn before me this the 3rd day of October, 2022

_____
Notary Public

My commission expires: 7/03/2023

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition_____ Action Taken: Grant_____
Deny_____

Resolution: Date:_____ Number:_____
Overnight Ordinance: Date:_____ Number:_____
90 Day Final Ordinance: Date:_____ Number:_____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Grace Covenant Baptist Church

Address: 2565 Rocky Ridge Road

City: Birmingham State: Alabama Zip: 35243

Information on Children: Not Applicable

	Name(s)	Age	School Grade	Plan to Enroll In Vestavia Hills School? Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes"._____

ORDINANCE NUMBER 3162

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

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

2565 Rocky Ridge Road
Grace Covenant Baptist Church, Owner(s)

More particularly described as follows:

Two tracts of property in the Northwest Quarter of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Parcel I: Begin at a point 354 feet North of the Southeast corner of the NE 1/4 of NW 1/4 of Section 32, Township 18 South, Range 2 West; thence North 234 feet; thence with an angle of 79 degrees 52 minutes to the left 335 feet to the center line of public road (now known as Rocky Ridge Road); thence with an angle of 72 degrees 45 minutes to the left and along and including to the center line of said road 239 feet; thence with an angle of 107 degrees 15 minutes to the left 465 feet to point of beginning. Less and except that part of subject property included in deed to Mary Eugenia DeGroat, as recorded in Real Volume 1091, Page 152 in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel 2: Commence at the Southeast corner of said 1/4 Section and thence run North 02 degrees 18 minutes 14 seconds West along the East line of said 1/4 Section for 1,627.48 feet to the point of beginning of the tract of land herein described; thence run North 02 degrees 17 minutes 42 seconds West for 20.32 feet; thence run North 82 degrees 02 minutes 09 seconds West for 407.92 feet to a point on the Easterly right-of-way line of Rocky Ridge Road; thence run South 25 degrees 12 minutes 08 seconds West along said road right-of-way for 20.94 feet; thence run South 82 degrees 02 minutes 09 seconds East for 417.75 feet to the point of beginning.

APPROVED and ADOPTED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

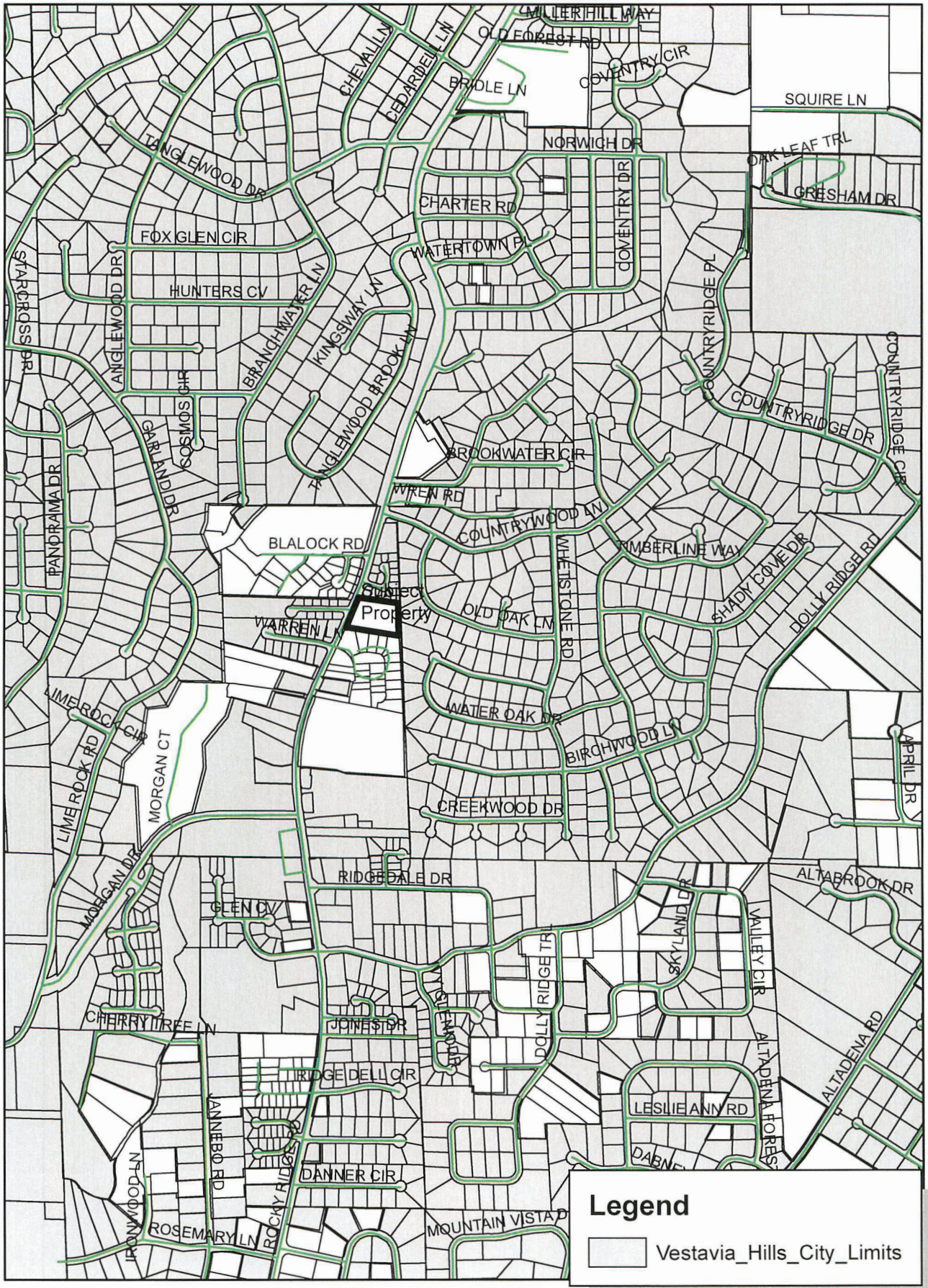
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3162 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 27th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2565 Rocky Ridge Road



City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number:	RZ-23-4	Representative:	Richard Hughes
Owner Name:	Grace Covenant Baptist Church	Rep. Address:	3785 Carisbrooke Drive, Hoover, AL 35226
Owner Address:	2565 Rocky Ridge Road, Vestavia Hills, AL 35243		

Project Address: 2565 Rocky Ridge Road

Legal Description:

Two tracts of property in the Northwest Quarter of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Parcel 1:

Begin at a point 354 feet North of the Southeast corner of the N01iheast ¼ of N01ihwest ¼ of Section 32, Township 18 South, Range 2 West; thence North 234 feet; thence with an angle of 79 degrees 52 minutes to the left 335 feet to the center line of public road (now known as Rocky Ridge Road); thence with an angle of 72 degrees 45 minutes to the left and along and including to the center line of said road 239 feet; thence with an angle of 107 degrees 15 minutes to the left 465 feet to point of beginning.

Less and except that part of subject prope1iy included in deed to Mary Eugenia DeGroat, as recorded in Real Volume 1091, Page 152 in the Office of the Judge of Probate ofJefferson County, Alabama.

Parcel 2:

Commence at the Southeast corner of said ¼ Section and thence run N01ih 02 degrees 18 minutes 14 seconds West along the East line of said ¼ Section for 1,627.48 feet to the point of beginning of the tract of land herein described; thence run North 02 degrees 17 minutes 42 seconds West for 20.32 feet; thence run No1ih 82 degrees 02 minutes 09 seconds West for 407.92 feet to a point on the Easterly right-of-way line of Rocky Ridge Road; thence run South 25 degrees 12 minutes 08 seconds West along said road right-of-way for 20.94 feet; thence run South 82 degrees 02 minutes 09 seconds East for 417.75 feet to the point of beginning.

Parcel ID Number:

Current Zoning: Jefferson County Inst-1

Requested Zoning: Vestavia Hills - Institutional

Intended Purpose: No change in purpose. Currenty a church and it will remain the same.

P&Z Recommendation: **MOTION** Mr. Weaver made a motion to recommend Rezoning for 2565 Rocky Ridge Rd. from Jefferson County Inst-1 to Vestavia Hills Institutional. Second was by Mr. Honeycutt. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes Mr. Sykes – yes

Mr. Larson – yes

Mr. Weaver– yes

Mr. Honeycutt – yes

Mr. Vercher– yes

Motion carried.

Date of P&Z Meeting:	February 9, 2023
Authorized by:	Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair
Issued by:	Conrad Garrison, City Planner

City of Vestavia Hills, AL

Feb 1, 2023

RZ-23-4

Planning Review

Rezoning Application

Status: Complete

Assignee: Conrad Garrison

Became Active: Jan 9, 2023

Completed: Feb 1, 2023

Applicant

Richard Hughes
rohughes@charter.net
2565 Rocky Ridge Road
Vestavia Hills , AL 35243
205-586-0730

Primary Location

2565 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Owner:

Grace Covenant Baptist Church
2565 Rocky Ridge Road Vestavia Hills, AL 35243

Comments

Conrad Garrison, Feb 1, 2023

This is a compatible rezoning of annexed property on Rocky Ridge Rd. from Inst-1 to Vestavia Hills Institutional. Property was annexed overnight by Ordinance 3143 on 12/19/22.

Rezoning Application

RZ-23-4

Submitted On: Jan 9, 2023

Applicant

Richard Hughes
205-586-0730
@ rohughes@charter.net

Primary Location

2565 ROCKY RIDGE RD
VESTAVIA HILLS, AL 35243

Property Information

Subject Property Address

2565 Rocky Ridge Road

Tax Parcel ID Number

--

Legal Description

Two tracts of property in the Northwest Quarter of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Parcel 1:

Begin at a point 354 feet North of the Southeast corner of the N01iheast ¼ of N01ihwest ¼ of Section 32, Township 18 South, Range 2 West; thence North 234 feet; thence with an angle of 79 degrees 52 minutes to the left 335 feet to the center line of public road (now known as Rocky Ridge Road); thence with an angle of 72 degrees 45 minutes to the left and along and including to the center line of said road 239 feet; thence with an angle of 107 degrees 15 minutes to the left 465 feet to point of beginning.

Less and except that part of subject prope1iy included in deed to Mary Eugenia DeGroat, as recorded in Real Volume 1091, Page 152 in the Office of the Judge of Probate ofJefferson County, Alabama.

Parcel 2:

Commence at the Southeast corner of said ¼ Section and thence run N01ih 02 degrees 18 minutes 14 seconds West along the East line of said ¼ Section for 1,627.48 feet to the point of beginning of the tract of land herein described; thence run North 02 degrees 17 minutes 42 seconds West for 20.32 feet; thence run No1ih 82 degrees 02 minutes 09 seconds West for 407.92 feet to a point on the Easterly right-of-way line of Rocky Ridge Road; thence run South 25 degrees 12 minutes 08 seconds West along said road right-of-way for 20.94 feet; thence run South 82 degrees 02 minutes 09 seconds East for 417.75 feet to the point of beginning.

Existing Parking Spaces

0

Proposed Parking Spaces

--

Submission Date

01/09/2023

Type of Project

New Non-Residential Development/use

Action Requested:

From Existing Zoning Classification

Jefferson County Inst-1

To Requested Zoning Classification

Vestavia Hills - Institutional

For the Intended Purpose of:

No change in purpose. Currenty a church and it will remain the same.

Acreage of Subject Property

N/A

Acreage of Property to be Disturbed

N/A

Setbacks

Front

0

Back

--

Side

--

Open Space

--

Lot Coverage Percentage

--

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

Owner Information

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

Property Owner Name

Grace Covenant Baptist Church

Company Name

--

Owner Address City State Zip

2565 Rocky Ridge Road, Vestavia Hills, AL 35243

Owner's Phone Number

205-586-0730

Email Address of Owner

rohughes@charter.net

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

true

Owner Representative/Responsible Party

Richard Hughes

Company Name

--

Contact Email of Responsible Party

rohughes@charter.net

Mailing Address of Responsible Party

3785 Carisbrooke Drive, Hoover, AL 35226

Phone No. of Responsible Party

205-586-0730

Email Address of Responsible Party

rohughes@charter.net

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--

ORDINANCE NUMBER 3163

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

WHEREAS, on the 19th day of December, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

1420 Branchwater Circle
Leon R. Gorman, Jr, Owner(s)

More particularly described as follows:

Begin at the northwest corner of the NE 1/4 of the NW 1/4 of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama. and run in an easterly direction along the north line of said 1/4-1/4 section a distance of 187. 58 feet to a point; thence turn an interior angle of 68° 17' 43” and run to the right in a southwesterly direction a distance of 4.70 feet to a point; thence turn an interior angle of 113° 54' 04" and run to the right in a northwesterly direction a distance of 14.29 feet to a point; thence turn an interior angle of 199 ° 45’ 45” and run to the left in a southwesterly direction a distance of 20.00 feet to a point; thence turn a n interior angle of 209° 05' 43” and run to the left in a southwesterly direction a distance of 17.00 feet to a point; thence turn an interior angle of 176° 38' 01" and run to the right in a southwesterly direction a distance of 57.00 feet to a point; thence turn an interior angle of 193° 13’ 07 “ and run to the left in a southwesterly direction a distance of 26. 89 feet to a point; thence turn an interior angle of 188° 51' 00 " and run to the left in a southwesterly direction a distance of 112.70 feet to a point; thence turn an interior angle of 149° 37 ' 52" and run to the right in a southwesterly direction a distance of 37.21

feet to a point; thence turn an interior angle of 51° 48’ 10” and run to the right in a northerly direction a distance of 22.39 feet to a point; thence turn an interior angle of 260° 42' 13" and run to the left in a northwesterly direction a distance of 136.28 feet to a point on the southeasterly line of Lot 20, Block 3, according to the survey of Vesthaven 6th Sector, 3rd Addition, as recorded in map book 80 page 55 in the Probate Office of Jefferson County, Alabama; thence turn an interior angle of 76° 03' 36” and run to the right in a northeasterly direction and along the southeasterly line of said lot 20 a distance of 61.68 feet to a point; thence turn on interior angle of 199° 45' 00" and run to the left in a northerly direction and along the east: line of said subdivision a distance of 121.94 feet to a point on the north line of said Section 32; thence turn an interior angle of 92° 17’ 45” and run to the right in an easterly direction along the north line of said Section 32 a distance of 84.22 feet to the point of beginning.

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

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

ADOPTING and APPROVED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

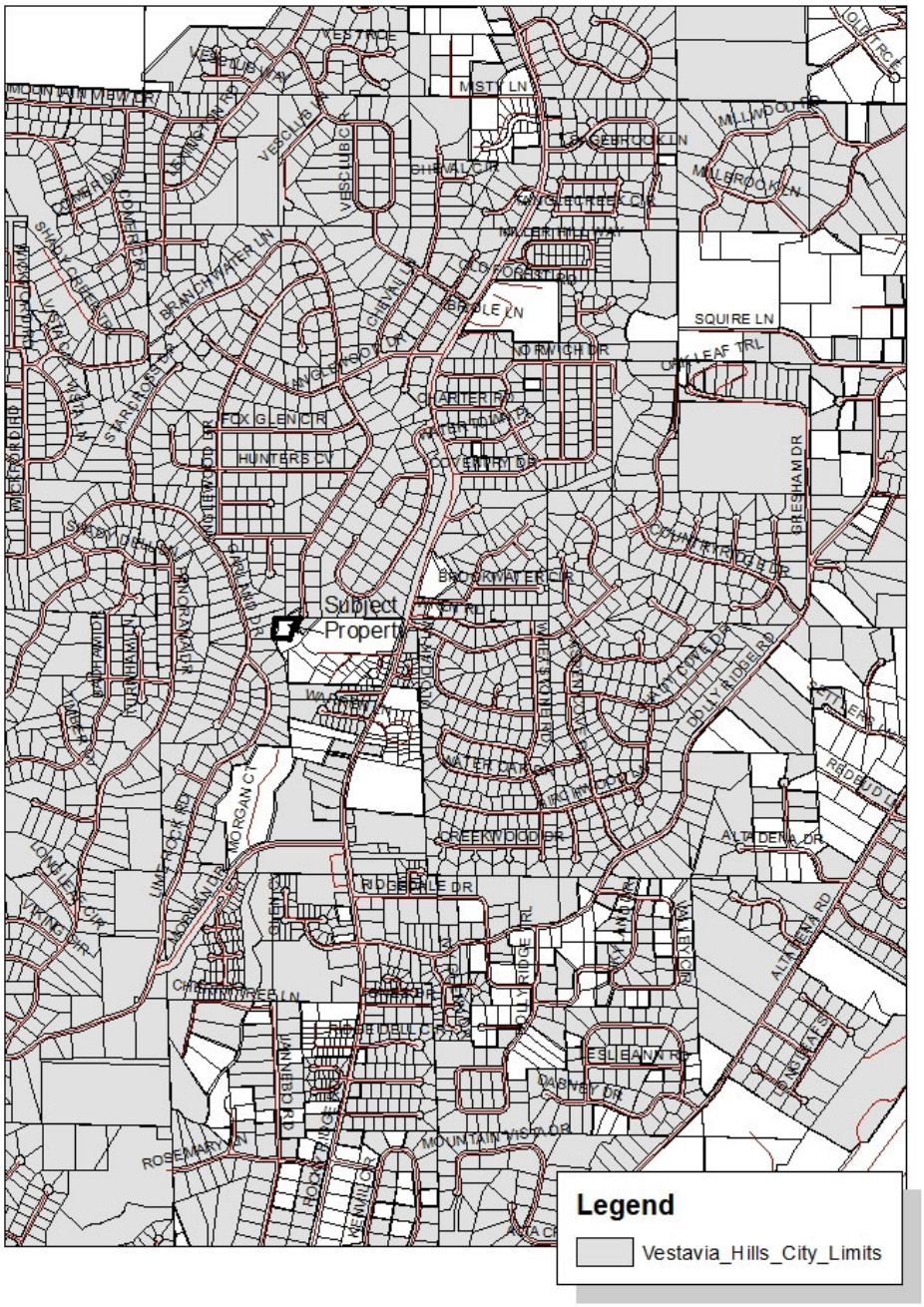
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3163 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 27th day of March, 2023, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

1420 Branchwater Circle



PARCEL #:	**28 00 32 2 002 001.002**	**[111-B0]**	Baths: **2.5**	H/C Sqft: **2,727**
OWNER:	GORMAN LEON R JR	**18-015.0**	Bed Rooms: **4**	Land Sch: **G1**
ADDRESS:	3169 BRADFORD PLACE BIRMINGHAM AL 35242	Land: **137,000**	Imp: **288,500**	Total: **425,500**
LOCATION:	1420 BRANCHWATER CIR BHAM AL 35216	Acres: **0.000**	Sales Info: **05/18/2015**	**$0**

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

Tax Year : 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	X
EXEMPT CODE:	6-6	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:	$410,000.00	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	$288,500
TOTAL MARKET VALUE **[APPR. VALUE: $425,500]**		$425,500

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	$42,560	$276.64	$42,560	$276.64	$0.00
COUNTY	3	1	$42,560	$574.56	$42,560	$574.56	$0.00
SCHOOL	3	1	$42,560	$348.99	$42,560	$348.99	$0.00
DIST SCHOOL	3	1	$42,560	$0.00	$42,560	$0.00	$0.00
CITY	3	1	$42,560	$0.00	$42,560	$0.00	$0.00
FOREST	3	1	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	1	$42,560	$217.06	$42,560	$217.06	$0.00
SPC SCHOOL2	3	1	$42,560	$715.01	$42,560	$715.01	$0.00

ASSD. VALUE: $42,560.00 **$2,132.26** **GRAND TOTAL: $0.00**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
201513-783	5/18/2015
3364-587	04/17/1988

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		$0.00
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
10/18/2017	2017	LEON R GORMAN JR	$1,380.41
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$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
====>	**1420 Branchwater Circle**	**Property Address**		
====>	**$ 425,500**	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$42,550.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$874.40	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$1,223.31	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$2,097.72	**Total County remits to City for split with BOE**	CITY	
$642.51	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$348.91	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$874.40	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$2,214.73	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$3,089.13	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

Annexation Committee Petition Review

Property: 1420 Branchwater Circle

Owners: Kent Gorman

Date: 12/02/2022

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 $425,500. 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 10 Number in city all but 2

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: 1420 Branchwater 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: _____

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

Other Comments: _____

George Pierce
Chairman

City of Vestavia Hills, AL

11/01/2022

ANX-22-5

Engineering/Public Works Review

Annexation Application

Status: Complete

Assignee: Christopher Brady

Became Active: 10/11/2022

Completed: 10/31/2022

Applicant

Kent Gorman
kentgorman10@gmail.com
1420 Branchwater Circle
Vestavia Hills, AL 35216
205-531-1291

Primary Location

1420 BRANCHWATER CIR
VESTAVIA HILLS, AL 35216

Comments

Christopher Brady, Oct 31, 2022 at 2:58pm

no concerns noted; the City currently maintains this section of roadway (cul de sac); roadway and valley gutter in good condition.

City of Vestavia Hills, AL

11/01/2022

ANX-22-5

Board of Education Review

Annexation Application

Status: Complete

Assignee: Scott Brown

Became Active: 10/11/2022

Completed: 11/01/2022

Applicant

Kent Gorman
kentgorman10@gmail.com
1420 Branchwater Circle
Vestavia Hills, AL 35216
205-531-1291

Primary Location

1420 BRANCHWATER CIR
VESTAVIA HILLS, AL 35216

Comments

Scott Brown, Nov 1, 2022 at 1:16pm

No Objection

STATE OF ALABAMA

Jefferson **COUNTY**

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 9/23/22

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Contacts: Kent Gorman
205-531-1291
kentgorman10@gmail.com

Mike Wald
205-541-0940
mikewald@realtysouth.com

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK 3364, PAGE 587 IN THE PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

attached long legal

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:

Stephen Kent Gosmer Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

_____ Lot _____ Blk_____ Survey _____

STATE OF ALABAMA

Jefferson COUNTY

Tomonda McCammon 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.

Stephen Kent Gosmer
Signature of Certifier

Subscribed and sworn before me on this 22nd day of September, 23.

Tomonda McCammon
Notary Public

My Commission Expires: August 4, 2024

TOMONDA MCCAMMON COMM. EXP. NOTARY PUBLIC AUGUST 4, 2024 ALABAMA STATE AT LARGE

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition_____ Action Taken: Grant_____
Deny_____

Resolution: Date:_____ Number:_____
Overnight Ordinance: Date:_____ Number:_____
90 Day Final Ordinance: Date:_____ Number:_____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Leon R Gorman, Jr

Address: 1420 Branchwater Circle

City: Unincorporated Jefferson Co State: AL Zip: 35216

Information on Children:

	Name(s)	Age	School Grade	Plan to Enroll In Vestavia Hills School? Yes	No
1.	no children				
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes"._____

3364 PAGE 587

40,000

SEND TAX NOTICE TO
Teddye Gorman
340 Waverly Drive
Birmingham, Alabama 352 09

This instrument prepared by
Frank Dominick
2121 Highland Ave., So.
Birmingham, Alabama 35205

41745

WARRANTY DEED

STATE OF ALABAMA)
JEFFERSON COUNTY) KNOW ALL MEN BY THESE PRESENTS:

That in consideration of $100.00 and other good and valuable consideration, to the undersigned grantors, in hand paid by the grantee herein, the receipt whereof is acknowledged, we Robert L. Gorman, III and wife, Betty Jo Gorman (grantors) do grant, bargain, sell and convey unto TEDDYE GORMAN (grantee) the following described real estate, situated in Jefferson County, Alabama, to-wit:

Begin at the northwest corner of the NE¼ of the NW¼ of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, and run in an easterly direction along the north line of said ¼/¼ section a distance of 187.58 feet to a point; thence turn an interior angle of 68° 17' 43" and run to the right in a southwesterly direction a distance of 4.70 feet to a point; thence turn an interior angle of 113° 54' 04" and run to the right in a northwesterly direction a distance of 14.29 feet to a point; thence turn an interior angle of 199° 45' 45" and run to the left in a southwesterly direction a distance of 20.00 feet to a point; thence turn an interior angle of 209° 05' 43" and run to the left in a southwesterly direction a distance of 17.00 feet to a point; thence turn an interior angle of 176° 38' 01" and run to the right in a southwesterly direction a distance of 57.00 feet to a point; thence turn an interior angle of 193° 13' 07" and run to the left in a southwesterly direction a distance of 26.89 feet to a point; thence turn an interior angle of 188° 51' 00" and run to the left in a southwesterly direction a distance of 112.70 feet to a point; thence turn an interior angle of 149° 37' 52" and run to the right in a southwesterly direction a distance of 37.21 feet to a point; thence turn an interior angle of 51° 48' 10" and run to the right in a northerly direction a distance of 22.39 feet to a point; thence turn an interior angle of 260° 42' 13" and run to the left in a northwesterly direction a distance of 136.28 feet to a point on the southeasterly line of Lot 20, Block 3, according to the survey of Vesthaven 6th Sector, 3rd Addition, as recorded in map book 80 page 55 in the Probate Office of Jefferson County, Alabama; thence turn an interior angle of 76° 03' 36" and run to the right in a northeasterly direction and along the southeasterly line of said lot 20 a distance of 61.68 feet to a point; thence turn an interior angle of 199° 45' 00" and run to the left in a northerly direction and along the east line of said subdivision a distance of 121.94 feet to a point on the north line of said Section 32; thence turn an interior angle of 92° 17' 45" and run to the right in an easterly direction along the north line of said Section 32 a distance of 84.22 feet to the point of beginning.

There is reserved an easement for ingress and egress for the grantors, their heirs, successors and assigns, as follows: COMMENCE at the northwest corner of the NE¼ of

the NW¼ of said Section 32, and run in an easterly direction along the north line of said Section a distance of 147.75 feet to the point of beginning of the herein described easement; thence continue along last described course in an easterly direction and along the north line of said Section 32 a distance of 39.83 feet to a point; thence turn an interior angle of 68° 17' 43" and run to the right in a southerly direction a distance of 4.70 feet to a point; thence turn an interior angle of 113° 54' 04" and run to the right in a northwesterly direction a distance of 14.29 feet to a point; thence turn an interior angle of 199° 45' 45" and run to the left in a southwesterly direction a distance of 20.00 feet to a point; thence turn an interior angle of 209° 05' 43" and run to the left in a southwesterly direction a distance of 17.00 feet to a point; thence turn an interior angle of 176° 38' 01" and run to the right in a southwesterly direction a distance of 57.00 feet to a point; thence turn an interior angle of 193° 13' 07" and run to the left in a southwesterly direction a distance of 26.89 feet to a point; thence turn an interior angle of 20° 58' 17" and run to the right in a northeasterly direction a distance of 26.54 feet to a point; thence turn an interior angle of 159° 49' 16" and run to the right in a northeasterly direction a distance of 47.00 feet to a point; thence turn an interior angle of 160° 42' 59" and run to the right in a northeasterly direction a distance of 15.45 feet to a point; thence turn an interior angle of 171° 44' 53" and run to the right in a northeasterly direction a distance of 23.48 feet to the point of beginning of the herein described easement.

SUBJECT to right of way to Alabama Power Company recorded in Vol. 6306 page 39 and vol. 6306 page 61 in said Probate Office; title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Vol. 620 page 255 and Vol 4415 page 485 in said Probate Office.

TO HAVE AND TO HOLD to the said grantee, her heirs and assigns forever.

And we do for ourselves and for our heirs, executors and administrators, covenant with the said Grantee, her heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as noted above and except current ad valorem taxes which grantee assumes; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 7th day of April, 1988.

Robert L. Gorman, III

Betty Jo Gorman

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROBERT L. GORMAN, III and wife, BETTY JO GORMAN, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 7th day of April, 1988

Notary Public

T11/29

40.00
8.50
48.50

1988 APR 11 AM 9:53

UNOFFICIAL DOCUMENT

DURABLE POWER OF ATTORNEY

ARTICLE I
STATEMENT OF INTENT TO CREATE DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, LEON R. GORMAN, JR., also known as LEON ROSCOE GORMAN, JR., have made, constituted and appointed, and by these presents do make, constitute and appoint my son, STEPHEN KENT GORMAN, as my true and lawful agent and attorney in fact (hereinafter sometimes referred to as my "agent"), for me from time to time and in my name, place and stead to do any and all acts which I could do if personally present, hereby intending to give to my said agent the fullest and broadest powers to act for me.

If STEPHEN KENT GORMAN should fail or cease to serve as my agent, I constitute and appoint my son, LEON RANDOLPH GORMAN, as successor agent. My successor agent shall have the same rights, powers, duties, responsibilities and exceptions as are herein conferred upon my original agent.

ARTICLE II
GRANT OF AUTHORITY

(a) In accordance with the terms of the Alabama Uniform Power of Attorney Act, Ala. Code 1975, § 26-1A-204 through 217, I hereby grant my agent(s) and any successor agent(s) specific authority to act for me with respect to all of the subjects enumerated in the herein referenced sections. It is not my intention by setting out the specific powers and authorizations below to limit or cut down the broad powers given herein but to clarify and support such gifts of power by expressly giving and granting unto my said agent full power:

(1) To make, draw, sign, accept, endorse for any purpose, deposit, withdraw, discount, deliver notes, checks, drafts and other instruments for the payment of money, including specifically to my agent's own credit or account; to examine, receive and sign receipts for canceled checks, vouchers, statements of account or of any property in which I may have an interest, and to acknowledge the correctness of any statement of any account; whether owing to or by me or relating to any property held for me;

(2) To ask, demand, sue for, recover, receive, collect and give receipts, releases and discharges for, all sums of money, debts, dues, accounts, dividends on stocks, interest on bonds or

mortgages, rents, bequests, legacies, trust monies, tax or other refunds, and other obligations or property which are or shall become due, owing and payable to me;

(3) To act in my stead with respect to retirement, pension, profit-sharing, self-employed, and other qualified and non-qualified plans, annuities, and individual retirement accounts, bonds, and annuities; and to receive proceeds therefrom, make rollover or voluntary contributions thereto, and elect options thereunder;

(4) To institute, prosecute, defend, compromise, settle, arbitrate or otherwise dispose of any and all actions or proceedings, either at law or in equity, including actions for the foreclosure or enforcement otherwise of any mortgage or lease, upon any real or personal property; and to execute and deliver any bonds, undertakings or recognizances that my said agent may approve in any such or other actions or proceedings, whether the same be given under statutory requirements or otherwise, including such bonds or undertakings as may be necessary or desirable for the purpose of perfecting a compromise of or an appeal from any judgment or decree in any such actions or proceedings; to appear generally or specially in any actions or proceedings which in any way may concern me or my property, or my right, title or interest therein; to compel accountings and filings of inventories; to employ and compensate attorneys to appear for and represent me in any action or proceeding instituted in my behalf or against me;

(5) To represent me in any and all proceedings now pending or hereafter arising between me and the Treasury Department of the United States Government or any other Governmental authorities relative to my income, gift, estate or other tax liability for all years, granting unto my said agent full power in my name and on my behalf to appear before proper officials of the Treasury Department or any other government officials, to adjust, settle, compromise or otherwise dispose of all questions relative to any of the said tax liabilities; to receive copies of my tax returns and any papers, letters or other communications concerning the said tax liabilities; to sign any waivers of the statute of limitations or any other waivers, to sign closing agreements for final determination of tax liability; to prepare, sign and file with any and all governmental authorities tax returns or other returns, protests, appeals and other documents, to execute and file refund claims or any other claims, and to receive, endorse and collect, checks in settlement of any refund, to execute and file petitions to the Tax Court of the United States and all other papers in connection with such proceedings, to substitute in the place and stead of said agents any other agent and to appoint associate agents;

(6) To obtain credit or borrow money in any currency, (including all manner of credits and letters of credit); to renew any loan or extension of credit;

(7) To sell or agree to sell at private or public sale, convey by warranty, quit claim or other kind of deed, grant, transfer, lease and rent for such periods as my agent may deem proper, though exceeding five years, exchange, pledge, hypothecate, mortgage, lend, possess, occupy, use, insure and make repairs upon any property, real or personal, or any interest in such property, which may now or in the future belong to me, upon such terms and conditions as my agent may deem best; to erect, tear down or make repairs upon any building;

(8) To buy, or agree to buy or to lease any property, real or personal, or any interest therein, and to execute and deliver a purchase money mortgage as part of the purchase price thereof;

(9) To buy, sell, exchange, pledge, hypothecate, mortgage, endorse for transfer or for any other purpose, register or cause to be registered in the name of any nominee, deliver, assign, transfer and execute all necessary documents of assignment and transfer, dispose of, provide for the safekeeping of, and otherwise deal with any stocks, bonds or other securities or any real or personal property whatsoever;

(10) To buy, sell, transfer or dispose of for present or future delivery American or foreign moneys, credits or exchange, on deposit or otherwise, and all manner of instruments representative thereof, by endorsement or otherwise; to open, maintain, deposit in, operate, withdraw from, close and reopen accounts of every manner and description in American or foreign currencies with any banks, bankers, or trust companies, national banks, savings banks, stock brokers, fiduciaries or other depositories or institutions, American or foreign, wheresoever situated;

(11) To invest and reinvest any funds that may now be in or later come into my said agent's hands with full discretion in my said agent to select the investments and reinvestments; and this discretion shall not be limited to those investments and reinvestments of the character authorized by the laws of any state for trust investments; to deposit any stocks, bonds or other securities with any broker and to authorize him to buy, sell, pledge, or exchange any stocks, bonds or other securities on a margin or otherwise; to loan any sum of money with or without interest;

(12) To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my agent considers necessary or appropriate in order to purchase United States Treasury Bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my agent to acquire any such bonds;

(13) To consent to, join in or oppose any condemnation or other proceeding, or any action brought to acquire any of my real or personal property or any interest therein;

(14) To apply for and effect any and all kinds of insurance including, without limitation, life, auto, real property, personal property liability, fire, burglary, theft and war risk insurance; to pay any and all premiums thereon; to cancel and terminate any insurance and to receive payments in connection therewith;

(15) To execute and deliver agreements, instruments or documents of any kind and for any purpose deemed necessary or proper by my agent to carry out the acts herein authorized, including agreements for the extension of time for the payment of any sum of money due me;

(16) To have access to and to remove the contents of any and all safe deposit boxes which I now or hereafter may have with any bank, safe deposit company or other organization;

(17) To pay, renew, secure, settle or compromise any debt, claim or other liability due from me; to collect, renew, accept security for, settle, or compromise any debt, claim or other liability due to me;

(18) To attend and vote as my proxy or to authorize any other person or persons to attend and vote as my proxy at any meetings of stockholders or bondholders of any corporation or company, or on any occasion that voting by proxy is permitted; to take part in any stockholders', bondholders', or creditors' reorganization plan, and to give any consents and waivers in connection with such meetings or plan; to consent to or oppose any merger or consolidation of any corporation and company, or any sale or lease of its property or any part thereof; to deposit securities under protective agreements or with protective committees with or without discretion thereby being delegated; to pay all assessments, subscriptions and other sums of money as my agent may deem expedient for the protection of my interest as holder of any stocks, bonds, or other securities; to exercise any option contained in any stocks, bonds or other securities, for the conversion of the same into any right to subscribe for additional stocks, bonds or other securities, and to make any and all necessary payments therefor;

(19) To irrevocably disclaim, refuse or renounce any part or all of any gift, transfer, devise or bequest made to me; and to execute any and all instruments that are necessary to make a "qualified disclaimer" pursuant to Section 2518 of the Internal Revenue Code of 1986, as amended;

(20) To delegate any or all powers herein granted to a sub-agent or sub-agents, as provided in Ala. Code 1975, § 26-1A-201, and to revoke any such delegations; but notwithstanding any such delegation my agent shall retain full authority to act alone hereunder;

(21) To employ and compensate agents, accountants, appraisers, investment advisers, brokers, agents, attorneys at law, tax specialists, realtors, and other assistants and advisors, and to do so without liability for any neglect, omission, misconduct or default of any such agent or professional representative provided such person was selected and retained with reasonable care;

(22) To determine my place of residence from time to time, to pay my ordinary household expenses, to arrange for and pay the costs of medical, dental, nursing, hospital, convalescent and other health care and treatment, including admission to hospitals, nursing homes, rest homes or other care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me made or taken before or after the date of this instrument, and to execute any written consents on my behalf for the disclosure of such reports, summaries, or related information as may be required under any applicable federal statute, statutes of any state of the United States, or ordinances, rules or requirements of any local government municipality, authority or agency;

(23) To use and apply so much of the income and principal of the assets comprising my estate as may be necessary or desirable, in the sole discretion of said agent, for the maintenance and support of any person dependent upon me, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Any provision herein to the contrary notwithstanding, the agent shall have no power or authority to use or apply the principal to discharge any legal obligation that the agent may have to support me or any person dependent upon me;

(24) To exercise any general or special power of appointment exercisable by me;

(25) To retain and operate any businesses owned by me (regardless of whether operated in the form of a corporation, general or limited partnership, limited liability company, sole proprietorship, or otherwise), hereinafter referred to as "Businesses," regardless of lack of diversification, for such period as my agent, in his/her absolute discretion, shall determine appropriate. I consider interests owned by me in the Businesses as proper investments, and my agent is authorized to invest in or retain indefinitely all of any part of the Businesses even though such interests lack liquidity, may be considered, and in fact may be, more volatile or risky than alternative investments, may never yield a dividend or other income, and may constitute a very large percentage or all of my property. My agent shall not be accountable for any loss or depreciation in value sustained by reason of compliance with my wishes as expressed in this instrument.

[the remainder of this page intentionally left blank]

(b) I understand that the powers set out below will give my agent the authority to take actions that could significantly reduce my property or change how my property is distributed at my death. Notwithstanding paragraph (a) above, I hereby specifically authorize or do not authorize the following powers by placing my initials beside either "Yes" or "No" below each power listed:

(1) To create or change a beneficiary designation relating to any of my retirement benefits and to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan, as provided in Ala. Code 1975, § 26-1A-201.
Initial Agent: LG Yes _____ No Successor Agent: LG Yes _____ No

(2) To change the beneficiaries on any insurance policies on my life, as provided in Ala. Code 1975, § 26-1A-201; however, my agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my agent, or any trust created by my agent as to which I am a trustee.
Initial Agent: LG Yes _____ No Successor Agent: LG Yes _____ No

(3) To create or change rights of survivorship relating to ownership of real property and personal property, as provided in Ala. Code 1975, § 26-1A-201.
Initial Agent: LG Yes _____ No Successor Agent: LG Yes _____ No

(4) To make nontaxable gifts of any of my assets (a) to any descendant of me or of my deceased wife, Teddye T. Gorman, except for William Gibson Plott or a descendant of him; provided however, the power of my agent to make a nontaxable gift to himself shall be further limited to an amount less than or equal to the greatest amount which, pursuant to Sections 2041 and/or 2514 of the Internal Revenue Code of 1986, as amended, would not be deemed a taxable transfer of property should my said agent allow such power to lapse and/or (b) to a charity (provided, however, that I have made prior gifts to such charity and in no event shall any gift to such charity hereunder exceed in value the prior gifts). For purposes of this section, nontaxable gifts shall mean any gifts or transfers which are not "taxable gifts" as defined in Section 2503 of the Internal Revenue Code of 1986, as amended. Notwithstanding anything herein to the contrary, any power or authority granted to my agent herein shall be limited so as to prevent this Power of Attorney from causing my agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my agent as defined in Sections 2041 and 2514 of the Internal Revenue Code of 1986, as amended;
Initial Agent: _____ Yes LG No Successor Agent: _____ Yes LG No

(5) To transfer any or all of my assets to any trust, whether created before or after the execution of this Power of Attorney, provided that such trust is solely for my benefit, may be amended or revoked by me (and/or the holder of my Power of Attorney) at any time, and shall provide that at my death all assets then held in such trust shall be delivered to the personal representative of my estate;
Initial Agent: LG Yes _____ No Successor Agent: LG Yes _____ No

ARTICLE III
AUTHORIZATION TO RELEASE INFORMATION TO AGENT

Any banks, bankers, trust companies, national banks, savings banks, safe deposit companies, stockbrokers, fiduciaries, depositaries or other institutions, persons, firms or corporations are authorized to release information to my agent in reliance hereon and shall be fully protected even though the said agent, substitute or associate may be dealing with himself or herself, as it is contemplated that such may be the case.

In accordance with Ala. Code 1975 § 26-1A-109(d), I hereby authorize the use or disclosure of any of my "Protected Health Information", as defined in the Health Insurance Portability and Accountability Act (HIPAA), including any and all confidential or private records, summaries and/or opinions related to my mental or physical capacity to make decisions regarding my health care and business affairs, to a physician, health care professional, hospital, clinic, medical facility, or other health care provider that has provided treatment or services to me or on my behalf and to my agent.

I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons receiving it, and would then no longer be protected by federal privacy regulations.

ARTICLE IV
NOMINATION OF AGENT AS GUARDIAN AND CONSERVATOR

In the event court proceedings for a guardian, conservator, curator or other fiduciary for my person and/or property are commenced hereafter, I hereby nominate my agent appointed hereunder (including any successor) to serve as guardian, conservator, curator and/or other fiduciary for my person and/or property. This nomination should be viewed as my expression of nomination for such fiduciary and not as a mandate for such proceedings or as a limitation of any powers granted to my agent hereunder.

ARTICLE V
REVOCATION AND REMOVAL

I hereby expressly revoke any power of attorney heretofore given covering the authority and powers herein granted, without prejudice, however, to anything lawfully done or caused to be done under any power of attorney heretofore given, and I hereby ratify and confirm all previous acts of my agent with the same force as if such acts had been done after the execution and delivery of this Power of Attorney.

By execution of this Power of Attorney I do not intend to revoke any power I may have granted by execution of an appointment of Health Care Proxy pursuant to Ala. Code 1975 § 22-8A-4.

I may at any time revoke this Power of Attorney; but it shall be deemed to be in full force and effect as to all persons, institutions and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

ARTICLE VI
GOVERNING LAW

This Power of Attorney shall be governed by the laws of the State of Alabama.

ARTICLE VII
RELIANCE ON THIS POWER OF ATTORNEY

In accordance with Ala. Code 1975, § 26-1A-106, reproductions of this executed original (with reproduced signatures and the certificate of acknowledgment), whether photocopies or electronically transmitted copies, shall be deemed to be original counterparts of this Power of Attorney. Any person may rely upon the validity of this Power of Attorney and such copies unless that person knows the document has terminated or is invalid

ARTICLE VIII
DURABILITY PROVISION

This Power of Attorney expressly shall not be revoked by my disability, incompetency or incapacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on 3/13/15, 20__.

LEON R. GORMAN, JR.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Sammy H. Estes, the undersigned authority, a Notary Public in and for said County and State, hereby certify that LEON R. GORMAN, JR., whose name is signed to the foregoing Power of Attorney, and who is known to me, personally appeared before me this day and acknowledged before me on this day that, being informed of the contents of the Power of Attorney, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this March 13, 2015.

SAMMY H. ESTES MY COMMISSION EXPIRES NOTARY PUBLIC SEPTEMBER 5, 2016 STATE OF ALABAMA

Notary Public
My Commission Expires 9-5-16

Unofficial Witness

Pamela H. Arms
(print name)

Unofficial Witness

Heather Purser
(print name)

G:\Clients\012039\Drafts\LRG POA 2015.wpd

ORDINANCE NUMBER 3164

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

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

1420 Branchwater Circle
Leon R. Gorman, Jr, Owner(s)

More particularly described as follows:

Begin at the northwest corner of the NE 1/4 of the NW 1/4 of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama. and run in an easterly direction along the north line of said 1/4-1/4 section a distance of 187. 58 feet to a point; thence turn an interior angle of 68° 17' 43" and run to the right in a southwesterly direction a distance of 4.70 feet to a point; thence turn an interior angle of 113° 54' 04" and run to the right in a northwesterly direction a distance of 14.29 feet to a point; thence turn an interior angle of 199 ° 45' 45" and run to the left in a southwesterly direction a distance of 20.00 feet to a point; thence turn a n interior angle of 209° 05' 43" and run to the left in a southwesterly direction a distance of 17.00 feet to a point; thence turn an interior angle of 176° 38' 01" and run to the right in a southwesterly direction a distance of 57.00 feet to a point; thence turn an interior angle of 193° 13' 07 " and run to the left in a southwesterly direction a distance of 26. 89 feet to a point; thence turn an interior angle of 188° 51' 00 " and run to the left in a southwesterly direction a distance of 112.70 feet to a point; thence turn an interior angle of 149° 37 ' 52" and run to the right in a southwesterly direction a distance of 37.21 feet to a point; thence turn an interior angle of 51° 48' 10" and run to the right in a northerly direction a distance of 22.39 feet to a point; thence turn an interior angle of 260° 42' 13" and run to the left in a northwesterly direction a distance of 136.28 feet to a point on the southeasterly line of Lot 20, Block 3, according to the survey of Vesthaven 6th Sector, 3rd Addition, as recorded in map book 80 page 55 in the Probate Office of Jefferson County, Alabama; thence turn an interior angle of 76° 03' 36" and run to the right in a northeasterly direction and along the southeasterly line of said lot

20 a distance of 61.68 feet to a point; thence turn on interior angle of 199° 45' 00" and run to the left in a northerly direction and along the east: line of said subdivision a distance of 121.94 feet to a point on the north line of said Section 32; thence turn an interior angle of 92° 17' 45" and run to the right in an easterly direction along the north line of said Section 32 a distance of 84.22 feet to the point of beginning.

APPROVED and ADOPTED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

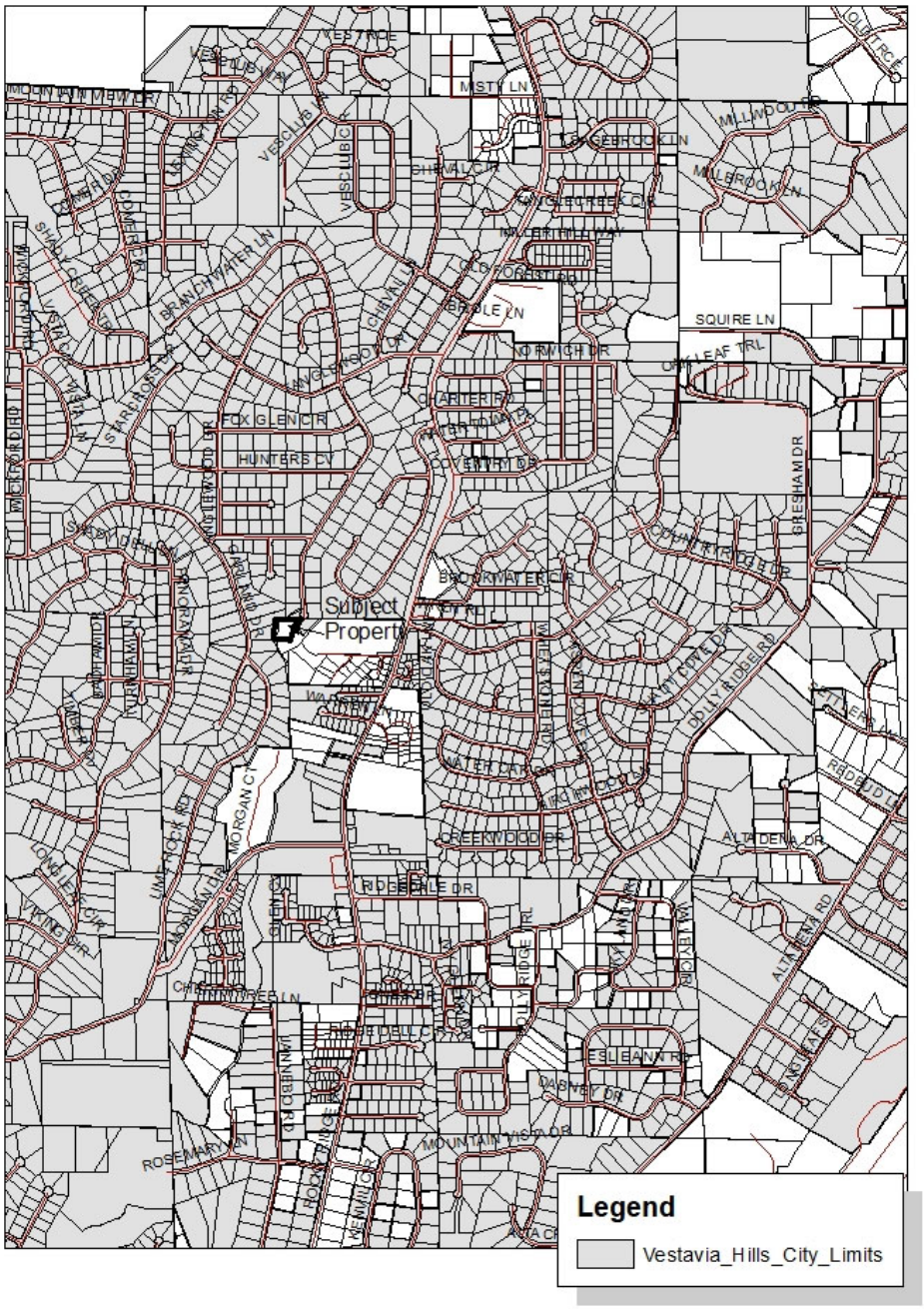
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3164 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 27th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

1420 Branchwater Circle



City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number:	RZ-23-3	Representative:	Mike Wald
Owner Name:	Leon R Gorman, Jr	Rep. Address:	2409 Acton Road, Vestavia, AL 35243
Owner Address:	1420 Branchwater Circle		

Project Address:	1420 BRANCHWATER CIR
Legal Description:	BEG NW COR NE 1/4 NW 1/4 TH E 187.6 FT TH SLY 4.7 FT TH WLY 14.3 FT TH SW 20 FT TH SW 17 FT TH SWLY 57 FT TH SW 26.9 FT TH SWLY 112.7 FT TH SW 37.2 FT TH N 22.4 FT TH NW 136.3 FT TH NE 61.7 FT TH N 121.9 FT TH E 84.2 FT TO POB SECT 32 TWSP 18S RANGE 2W
Parcel ID Number:	28-00-32-2-002-001.002
Current Zoning:	JC E-2
Requested Zoning:	VH R-1
Intended Purpose:	Existing single family home

P&Z Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 1420 Branchwater Cir. from Jefferson County E-2 to Vestavia Hills R-1. Second was by Mr. Farrell. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes	Mr. Sykes – yes
Mr. Larson – yes	Mr. Weaver– yes
Mr. Honeycutt – yes	Mr. Vercher– yes

Motion carried.

Date of P&Z Meeting: February 9, 2023

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner

City of Vestavia Hills, AL

Feb 1, 2023

RZ-23-3

Planning Review

Rezoning Application

Status: Complete

Assignee: Conrad Garrison

Became Active: Jan 6, 2023

Completed: Jan 10, 2023

Applicant

Mike Wald
mikewald@realtysouth.com
2409 Acton Road
Vestavia, AL 35242
2055410940

Primary Location

1420 BRANCHWATER CIR
VESTAVIA HILLS, AL 35216

Owner:

Leon R Gorman, Jr
1420 Branchwater Circle Vestavia, AL 34216

Comments

Conrad Garrison, Feb 1, 2023

This is a compatible rezoning of annexed property on Branchwater Cir. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3144 on 12/19/22.

Rezoning Application

RZ-23-3

Submitted On: Jan 6, 2023

Applicant

Mike Wald
2055410940
@ mikewald@realtysouth.com

Primary Location

1420 BRANCHWATER CIR
VESTAVIA HILLS, AL 35216

Property Information

Subject Property Address

1420 BRANCHWATER CIR

Tax Parcel ID Number

28-00-32-2-002-001.002

Legal Description

BEG NW COR NE 1/4 NW 1/4 TH E 187.6 FT TH SLY 4.7 FT TH WLY 14.3 FT TH SW 20 FT TH SW 17 FT TH SWLY 57 FT TH SW 26.9 FT TH SWLY 112.7 FT TH SW 37.2 FT TH N 22.4 FT TH NW 136.3 FT TH NE 61.7 FT TH N 121.9 FT TH E 84.2 FT TO POB SECT 32 TWSP 18S RANGE 2W

Existing Parking Spaces

2

Proposed Parking Spaces

2

Submission Date

01/06/2023

Type of Project

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification

JC E-2

To Requested Zoning Classification

VH R-1

For the Intended Purpose of:

Existing single family home

Acreage of Subject Property

.82

Acreage of Property to be Disturbed

0

Setbacks

Front

--

Back

--

Side

--

Open Space

--

Lot Coverage Percentage

--

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

Owner Information

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

Property Owner Name

Leon R Gorman, Jr

Company Name

--

Owner Address City State Zip

1420 Branchwater Circle

Owner's Phone Number

2055311291

Email Address of Owner

kentgorman10@gmail.com

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

true

Owner Representative/Responsible Party

Mike Wald

Company Name

Realty South

Contact Email of Responsible Party

mikewald@realtysouth.com

Mailing Address of Responsible Party

2409 Acton Road, Vestavia, AL 35243

Phone No. of Responsible Party

2055410940

Email Address of Responsible Party

mikewald@realtysouth.com

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--

VESTAVIA HILLS

MEMORANDUM

TO: Jeff Downes, City Manager

FROM: Melissa Hipp

DATE: February 27, 2023

RE: Ebix, Inc. Proposed Agreement

Background:
The proposed RiskEnvision Lite software as a service to be provided by Ebix, Inc. would improve the quality and efficiency of record keeping for the management of claims and risk data which has to date been maintained manually by City staff. This is the same software which is currently used by the City of Hoover, who has given its positive recommendation.

Recommendation:
IT Director Darrin Estes has reviewed the contract and finds no issues with the proposed service. City Attorney Patrick H. Boone's legal opinion February 7, 2023 "RE: Proposed Agreement By and Between the City of Vestavia Hills, Alabama and Ebix, Inc." is attached.

Fiscal Impact:
The expense for implementation and the first year subscription will be $5,541 additional to the approved FY2023 budget and an annual expense of $3,168 for the following two years of the three-year contract; contract is set to renew automatically at the end of the three-year term. The cost of the first year is to be offset by non-renewal of the AlphaMap contract (budgeted, $5,000, Special Projects). Proposed G/L account for the new expense is 01-10-7410-000-100, consistent with Risk Management.

Attachments:

1. Draft Ordinance, to be numbered
2. Quotation of cost for RiskEnvision Lite with 3 Lines of Coverage 36 month contract
3. Ebix, Inc. Master Services and License Agreement with attachments
4. Addendum to Ebix, Inc. Agreement with City of Vestavia Hills
5. Legal opinion of Patrick H. Boone, City Attorney

ORDINANCE NUMBER 3165

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH EBIX, INC., FOR RISKENVISION LITE SOFTWARE, A CLAIMS MANAGEMENT SOFTWARE

WHEREAS, the City of Vestavia Hills is self-insured for its various lines of insurance coverage, with management of general liability and auto claims performed by the City staff within the City's self-insured retention ("SIR"); and

WHEREAS, Ebix, Inc., offers a risk management software as a service ("SaaS") product; and

WHEREAS, use of this software would improve efficiency, consistency, and overall quality of data management for the City's claims and would enable timely analysis of the risk management program; and

WHEREAS, the City's IT Director has reviewed the proposed software and indicated he found no issues with its utilization and the software the software has been recommended by another local municipality; and

WHEREAS, a legal review by the City Attorney resulted in an addendum which has been added to the propose agreement; and

WHEREAS, the proposed agreement and addendum is marked as Exhibit A, a copy of which is attached to and incorporated into this Ordinance 3165 as if written fully therein; and

WHEREAS, the City Manager has recommended acceptance in an interoffice memorandum; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said agreement and addendum with Ebix, Inc., as detailed in Exhibit A; and
2. This Ordinance Number 3165 shall become effective immediately upon adoption and publishing/posting as required by Alabama law.

APPROVED and ADOPTED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3165 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 27th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

City of Vestavia Hills

RiskEnvision Lite with 3 Line of Coverage

36 month contract

Milestone	Item		Notes
Contract Execution	User Setup Fees - 1 Users	$200	
	No Conversion	n/a	
Total at Go Live		**$200**	
Implementation Services	Project Plan and Management	$960	(1)(2)
(Billed upon go live)	User training	$480	(1)(2)
	Periodic Loss Run Import	n/a	(1)(2)(3)
	Startup Assistance	$480	(1)(2)
Feb-23	Monthly user fees	$285	
Mar-23	Monthly user fees	$285	
Apr-23	Monthly user fees	$285	
May-23	Monthly user fees	$285	
Jun-23	Monthly user fees	$285	
Jul-23	Monthly user fees	$285	
Aug-23	Monthly user fees	$285	
Sep-23	Monthly user fees	$285	
Oct-23	Monthly user fees	$285	
Nov-23	Monthly user fees	$285	
Dec-23	Monthly user fees	$285	
Jan-24	Monthly user fees	$285	
Total Year 1 Fees		**$5,541**	
Year 2	12 months monthly fees	$3,168	
Year 3	12 months monthly fees	$3,168	
Total On-going Costs		**$6,336**	
Total Contract Costs		**$11,877**	

Notes

RiskEnvision Lite Proposal

(1) On-site and off-site designations are for planning purposes only; the client and Envision project managers will determine when on-site visits are necessary and the duration of specific services. Prices for each task, however, are fixed bid prices regardless of location or duration of delivery.

(2) Travel expenses are not included in this proposal. Travel expenses are billed at cost plus $40 per diem.

(3) Pricing for WebEnvision template creation includes the creation of up to two templates. Additional templates will be priced on an individual basis.

Pricing effective through: 5-2-23

EBIX

EBIX, INC.

MASTER SERVICES AND LICENSE AGREEMENT

THIS MASTER SERVICES AND LICENSE AGREEMENT between **Ebix, Inc. ("Ebix")** with offices at **One Ebix Way, Johns Creek, GA 30097** and **City of Vestavia Hills** with offices at **1032 Montgomery Hioghway Vestavia Hills, AL 35216** is dated as of the 1st day of January, 2022.

1. OVERVIEW.

1.1 *General.* This Agreement states the terms and conditions by which Ebix will deliver and Customer will receive any or all of the services provided by Ebix, including software and application processing services via a proprietary worldwide web-enabled transaction system (the "System"), an integrated software product called RiskEnvision™ which resides on Ebix computers and computer workstations of Permitted Users (the "User Software"), data storage of Customer data and other professional services. The System is accessed by Customer through the User Software via Customer's Internet connection to Ebix's Data Center. The System, User Software, products and/or services to be provided hereunder are identified in the Commercial Terms attached hereto as Attachment A (the "Commercial Terms") (or subsequently submitted by Customer and signed by Ebix) and described in detail in the Description of Features attached hereto as Attachment B (the "Description of Features") and the Technical Specifications attached hereto as Attachment C (the "Technical Requirements"). The Commercial Terms, Description of Features and Technical Requirements (with any attached Statement(s) of Work) submitted, accepted and executed by both parties is hereby incorporated by reference into this Agreement. This Agreement is intended to cover any and all Services provided by Ebix to Customer.

1.2 *Definitions.*

(a) "Agreement" means this Master Services and License Agreement, including all attachments, exhibits and schedules hereto, as amended from time to time by written agreement of the parties.

(b) "Application Software" means the operating software for the System, which is maintained at the Ebix Data Center.

(c) "Confidential Information" means all business or technical information of the disclosing party that is not generally known, whether such information is disclosed orally or in writing. Confidential Information includes any software, documentation, algorithm, system architecture, device, compilation of information, method, technique or process, as well as the terms and conditions of this Agreement. Confidential Information of Ebix includes, without limitation, the System, Application Software, User Software, Documentation and Materials. Confidential Information of Customer includes, without limitation, the Customer Content.

(d) "Customer Content" means any and all files, pages, data, works, information, reports and/or other material transferred by Customer and Permitted Users to Ebix in connection with this Agreement.

(e) "Data Center" means the data center and hosting facility established by Ebix or with an Ebix third party provider for operation of the System and storage of the Customer Content.

(f) "Documentation" means the user manuals, implementation manuals, and system administration manuals relating to the User Software, as well as updates of such manuals, in electronic, paper or other formats delivered to Customer in connection with this Agreement.

(g) "Initial Term" means the minimum term for which Ebix will provide the Services to Customer, as set forth in the Commercial Terms. Except as otherwise expressly provided in this Agreement, Ebix is obligated to provide and Customer is obligated to pay for the Services through its Initial Term and any Renewal Term.

(h) "Licensed Materials" means the User Software, Documentation and Materials.

(i) "Materials" means any and all reference materials, course materials, illustration software, guides, training or other materials provided by Ebix to Customer in connection with the User Software.

(j) "Permitted Users" mean those employees of Customer who have been authorized by Customer and Ebix to use the Licensed Materials.

(k) "Renewal Term" means any service term following the Initial Term, as specified in Section 2.6(b).

(l) "Rules and Regulations" means the Ebix general rules and regulations governing Customer's use of the Services as attached to this Agreement, without limitation, Customer's online conduct and use of the System and User Software.

(m) "Services" shall mean and include, without limitation, the System, Application Software, User Software, Hosting Services, Implementation Services, Information Services, and/or other products and services provided hereunder.

(n) "Service Commencement Date" means the date Ebix will begin providing the Services to Customer, as indicated in the Commercial Terms or a notice of Service commencement delivered by Ebix to Customer.

(o) "Service Level Warranty" is described and defined in Section 6.2 and Attachment D hereto entitled "Service Level Warranty."

(p) "Statement of Work" means a detailed description of additional services to be provided by Ebix to Customer, as agreed and executed by the parties.

2. SERVICES AND TERM.

2.1 *Delivery of Services.* By submitting a Commercial Terms, Customer agrees to take and pay for, and, by accepting the Commercial Terms, Ebix agrees to provide, the Services during the Initial Term and for any Renewal Term, as specified in Section 2.6(b) below.

2.2 *Description of Services.* Ebix agrees to perform and provide to Customer, subject to the terms and conditions of this Agreement, the Services consisting of: (i) a non-exclusive license to the User Software by the Permitted Users subject to the license provisions and restrictions in Section 3; (ii) non-exclusive electronic access to the System subject to the restrictions provided herein; (iii) non-exclusive electronic access to a digital information processing, transmission and storage system (the "Server") to use and store Customer Content for use with the System (the "Hosting Services"); (iv) the Customer support services as described in Attachment E; (v) assistance, if mutually agreed by the parties pursuant to Section 2.4 below, in implementing the Customer Content on the Server, providing installation or integration services, or enabling Customer access and ability to use the System (the "Implementation Services"); and (vi) other professional services, including providing reports, data or other information on a per-item or fixed-fee basis (the "Information Services").

2.3 *Hosting Services.* Ebix (or through its service provider) will host the Customer Content on the Server for use with the System on behalf of Customer. Fees for the Hosting Services will be charged as provided in the Commercial Terms. Ebix will provide Customer storage capacity on the Server and necessary system and file back-ups for the Customer Content. At all times during the term of this Agreement, Ebix will make commercially reasonable efforts to: (i) prevent any loss or damage to the Customer Content on the Server; and (ii) provide security, confidentiality and integrity of all Customer Content transmitted through or stored on the Server.

2.4 *Implementation Services.* Ebix shall perform the Implementation Services described in the Commercial Terms and/or a Statement of Work (if any). The Implementation Services will generally include reasonable assistance to the Customer in properly installing and configuring the User Software so as to work with the System. If Customer does not order Implementation Services, Customer will be solely responsible for installing and configuring the User Software.

2.5 *Information Services.* From time to time at the request of Customer through its use of the System, Ebix may provide reports, data, and other information obtained from third party providers. Customer agrees to pay the fees described in this Agreement or by the System for the use of the Information Services.

2.6 *Term.*

(a) *Term Commencement.* The term for the Services will commence on the Service Commencement Date. If such a date is not established, the Services will commence on the date the Customer begins receiving the Services.

(b) *Renewal Term(s).* Except as otherwise provided in the Commercial Terms or a separate renewal agreement signed by the parties, the Services will continue automatically for additional terms equal to one (1) year (a "Renewal Term") unless Customer notifies Ebix in writing at least sixty (60) days prior to the end of the Initial Term or a Renewal Term, as applicable, that it has elected to terminate the Services, in which case the Services shall terminate at the end of such term. Notwithstanding the foregoing, Ebix may change or increase the prices it charges Customer for any Service at any time after the Initial Term effective sixty (60) days after providing notice to Customer, subject to a maximum price increase of 10% in any one renewal term.

3. SYSTEM AND LICENSES.

3.1 *Right to Use System.* Subject to the provisions of this Agreement, including, without limitation, Customer's timely payment of fees hereunder, Customer has the limited, non-exclusive, nontransferable right to access, use and display the System and Application Software in conjunction with the User Software solely in performance of the functionality described in the Description of Features and Technical Requirements during the term of this Agreement, and for no other purpose other than using the Services. Subject to the terms of this Agreement, this right shall also extend to any upgrades or improvements in the System and Application Software that Ebix may provide or perform, provided that Ebix shall not be required to provide any upgrades or improvements.

3.2 *License to User Software.* Subject to the provisions of this Agreement, including, without limitation, Customer's timely payment of fees hereunder, Ebix grants to Customer a limited, non-exclusive, nontransferable license to access, use and display the User Software in conjunction with the System solely in performance of the functionality described in the Description of Features and Technical Requirements during the term of this Agreement, and for no other purpose other than using the Services. Subject to the terms of this Agreement, this license shall also extend to any upgrades or improvements in the User Software that Ebix may provide or perform, provided that Ebix shall not be required to provide any upgrades or improvements.

3.3 *License to Documentation and Materials.* Except as otherwise provided herein, Ebix grants to Customer a limited non-exclusive, non-transferable license to use the Documentation and Materials, and any amendments and updates thereto, in conjunction with the System and User Software during the term of this Agreement, and for no other purpose other than using the Services.

3.4 *Restrictions on Licensed Materials and Application Software.* Access to the System, Licensed Materials and Application Software shall be granted only to Permitted Users after notification of the names of the Permitted Users is provided to Ebix and Ebix approves same. Ebix agrees that such approval will not be unreasonably withheld, conditioned or delayed. Customer shall not: (i) modify, sublicense, assign, sell, lease or otherwise transfer the Licensed Materials or Application Software; (ii) create a derivative work of the System, Licensed Materials or Application Software; (iii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover any source code or algorithms of the System, Application Software or User Software; (iv) use the System, Licensed Materials or Application Software in operating a service bureau or applications service provider; or (v) remove any product identification, copyright or other notices from the Licensed Materials. Customer may not copy the System, Application Software or User Software; provided, however, the Customer may make one copy of the system Application Software or user software for back-up purposes. Customer may copy the Documentation and Materials provided that any such copies retain Ebix's notices, including, without limitation the copyright and trademark notices, and notice of Ebix's ownership.

3.5 *Ownership.* Ebix retains all rights, title and interest in and to the System, Licensed Materials and Application Software in all forms and in all versions, copies and modifications thereto, including all worldwide rights to patents, copyrights, trademarks, trade secrets and all other intellectual property and proprietary rights. Other than the licenses and rights specifically granted hereunder, Customer will not acquire any right, title and interest whatsoever in and to the System, Licensed Materials or Application Software.

3.6 (a) *License and Ownership of Customer Content.* Customer grants to Ebix a non-exclusive, non-transfrable and royalty-free license during the term of this Agreement to use, copy, display and transmit on and via the Internet, the Customer Content in connection with the Ebix Data Center as contemplated by this Agreement. Ebix may use the Customer Content for internal statistical and benchmarking purposes only, so long as Ebix does not release any sensitive or identifying data contained in such Customer Content. The Customer Content and any modified versions of the Customer Content are the sole and exclusive property of Customer or its clients. Except as set forth herein, Ebix has no rights in or to the Customer Content.

(b) *Customer Privacy Policy.* Ebix agrees that it is familiar with and shall comply with the applicable privacy regulations of the Federal and State regulatory authorities. Further, Ebix recognizes the Customer's Privacy Policy (Attachment F) and will take all necessary measures to ensure compliance with such Policy with respect to Customer Content. Ebix shall apply and abide by Customer's Privacy Policy in the handling of all Customer Content, which is "nonpublic personal information." Nonpublic personal information may include, but is not necessarily limited to, all financial and health information as defined by applicable law. Ebix's obligation to abide by Customer's Privacy Policy shall continue to apply as required by law to former policyholders, claimants, customers or clients of Customer, and even in the event of the termination of this Agreement. Ebix acknowledges that, except as permitted by law, Ebix may not disclose nonpublic personal information to anyone else unless it has provided any policyholder, claimant, customer, or client of Customer with a copy of its own privacy policy and the opportunity to opt-out of sharing any nonpublic personal information. Whenever it is necessary, in furtherance of this Agreement, to share nonpublic personal information with other persons, Ebix shall ensure that the third party also understands and abides by the privacy laws and regulations. In addition, Ebix understands and acknowledges that it must maintain the security of nonpublic personal information, however contained (paper records, electronic or otherwise) as may be required by Federal and State law or regulations.

3.7 *Source Code Escrow.* In the event that Ebix becomes subject to any bankruptcy, insolvency, liquidation or other similar proceedings which are not dismissed within ninety (90) days after commencement or any time said proceeding results in the interruption of service for more than 48 consecutive hours, then Customer shall have access and be granted a license to use the source code for the Application Software provided hereunder. Customer's access shall be through Ebix's escrow agent as appointed, from time to time, at Ebix's discretion and subject to the Agreement between Ebix and Agent. Ebix shall notify Customer of the Agent's name, address, phone number, and contact person upon the execution of this Agreement, and at any time thereafter and during the term of this Agreement, should Ebix appoint a replacement Agent.

4. FEES AND PAYMENT TERMS.

4.1 *Fees and Expenses.* Customer will pay all fees due according to the prices listed in the Commercial Terms. The prices listed in the Commercial Terms will remain in effect during the Initial Term indicated in the Commercial Terms and will continue thereafter, unless modified in accordance with

Section 2.6(b). Customer also agrees to reimburse Ebix for actual out-of-pocket reasonable expenses incurred in providing Implementation Services to Customer; provided that (i) Customer has given its written consent for any such expenses, (ii) the expenses have been detailed in a form acceptable to Customer and (iii) Ebix submits supporting documentation to Customer.

4.2 *Payment Terms.* On the Service Commencement Date, Customer will be billed an amount equal to all non-recurring charges indicated in the Commercial Terms and the monthly recurring charges for the first month of the term. Monthly recurring charges for all other months will be billed in advance of the provision of Services. All other charges for Services received and expenses incurred during a month (e.g., Information Services) will be billed at the end of the month in which the Services were provided. Payment for all fees is due thirty (30) days after the date of each Ebix invoice. All payments will be made in the United States in U.S. dollars. In the event Customer disputes any portion of any invoice, Customer shall notify Ebix in writing within forty-five (45) days of the date of the invoice. Customer agrees that such dispute period is reasonable and hereby waives its right to dispute any amount if Ebix is not notified within such period. A dispute as to any portion of an invoice does not relieve Customer from timely payment of the undisputed portion.

4.3 *Late Payments.* Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one-half percent (½%) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments under this Section, Ebix may, upon prior written notice to Customer, modify the payment terms to require full payment before the provision of all Services or require other assurances to secure Customer's payment obligations hereunder. Subject to the notice and opportunity to cure as provided in Section 10.1, Ebix shall have the right to terminate all of the Services provided under this Agreement for any default in payment if such default occurs for any reason other than a good faith dispute made pursuant to Section 4.2.

5. CONFIDENTIAL INFORMATION.

5.1 *Confidential Information.*

(a) *Nondisclosure of Confidential Information.* Each party hereto acknowledges that it will have access to certain Confidential Information of the other party. Each party hereto agrees that it will not use in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, in a manner at least as stringent as it takes to protect its own Confidential Information.

(b) *Exceptions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

(c) *Period of Confidentiality Obligation.* The obligations of a receiving party under this Agreement with regard to Confidential Information of a disclosing party that constitutes a trade secret within the meaning of applicable law remain in effect for as long as such information remains a trade secret. The receiving party's obligations with regard to the disclosing party's Confidential Information that does not constitute a trade secret remain in effect during the term of this Agreement and for five (5) years after the expiration or termination for any reason. Upon request of the disclosing party, the receiving party will return or destroy any Confidential Information, including any copies and summaries or documents produced using the Confidential Information, and will, upon the request of the disclosing party, certify in writing that such materials have been destroyed.

(d) *Unauthorized Use or Disclosure.* Each party hereto will immediately give notice to the other party of any unauthorized use or disclosure of the other party's Confidential Information of which it becomes aware. Each party hereto agrees that its obligations provided in this Section are necessary and reasonable in order to protect the disclosing party and its business, and each party hereto expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, each party hereto agrees and acknowledges that any violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.

6. EBIX REPRESENTATIONS AND WARRANTIES.

6.1 *General.* Ebix represents and warrants that (i) it has and will continue to have the legal right and authority to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. laws or regulations.

(a) *Breach of Warranties.* In the event of any material breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Customer will have the

right, in its sole reasonable discretion, to terminate this Agreement.

6.2 *Service Level Warranty.* Ebix will provide a Service Level Warranty in accordance with the terms and conditions set forth in Attachment D to this Agreement entitled "Service Level Warranty."

6.3 *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6 AND IN ATTACHMENT D, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EBIX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DUE TO ITS RELIANCE ON THIRD PARTIES AND OTHER FACTORS BEYOND ITS CONTROL, EBIX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

7. CUSTOMER OBLIGATIONS.

7.1 *Warranties of Customer.*

(a) *General.* Customer represents and warrants that (i) it has the legal right and authority, during the term of this Agreement, to place and use any Customer Content as contemplated under this Agreement; and (ii) the performance of its obligations and use of the Services (by Customer and its Permitted Users) will not violate any applicable laws or regulations.

(b) *Breach of Warranties.* In the event of any material breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Ebix will have the right, in its sole reasonable discretion, to suspend any related Services if deemed reasonably necessary by Ebix to prevent any harm to Ebix, its customers, service providers and/or their business. Ebix will provide ten (10) business days notice and opportunity to cure, depending on the nature of the breach, prior to any such suspension of Services.

7.2 *Compliance with Law and Rules and Regulations.* Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Customer will comply in all material respects, at all times with all applicable laws and regulations and the Rules and Regulations, as updated by Ebix (or its service providers or other third party providers) from time to time. The Rules and Regulations are incorporated herein and made a part hereof by this reference. Ebix may change the Rules and Regulations upon fifteen (15) days written notice to Customer. Customer agrees that it has received, read and understands the current version of the Rules and Regulations. The Rules and Regulations contain restrictions on Customer and Customer's users' online conduct (including prohibitions against unsolicited commercial email) and contain financial penalties for violations of such restrictions. Customer agrees to comply with such restrictions and, in the event of a failure to comply, Customer agrees to pay the financial penalties in accordance with the Rules and Regulations. Customer acknowledges that Ebix exercises no control whatsoever over the Customer Content and that it is the sole responsibility of Customer to ensure that the information it and its Permitted Users transmit and receive complies with all applicable laws and regulations and the Rules and Regulations.

7.3 *Restrictions on Use of Services.* Customer shall not, without the prior written consent of Ebix (which may be withheld in its sole discretion), resell the Services to any third parties or allow access to the System, Application Software or User Software by anyone other than Permitted Users.

7.4 *Customer Provided Equipment and Communications.* Customer shall provide and maintain computer workstation equipment and Internet communications as specified in the Technical Requirements on Attachment C.

8. LIMITATIONS ON REMEDIES AND LIABILITY.

8.1 *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* Ebix does not and cannot control the flow of data to or from Ebix' System, the Internet, and/or Customer's computer equipment. Such flow depends in large part on the performance of Internet services provided or controlled by third parties (including third party providers). At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet and/or the System (or portions thereof). Although Ebix will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Ebix cannot guarantee that such events will not occur. Accordingly, Ebix disclaims any and all liability resulting from or related to such third party acts, omissions, any force majeure conditions (as defined in Section 11.1) and all events and circumstances not within the control of Ebix.

8.2 *Damage to Customer Content.* Ebix assumes no liability for any damage to, or loss of, any Customer Content resulting from any cause other than the willful or negligent misconduct of Ebix or an omission of Ebix. To the extent Ebix is liable for any damage to, or loss of, Customer Content for any such reason, such liability will be limited solely to the greater of the cost to restore the Customer Content or the fees paid by Customer to Ebix within the preceding twelve months.

8.3 *Internet and System Security.* Customer understands and agrees that use of or connection to telecommunications and data communications networks and the Internet may not be secure and that connection to and transmission of data and information over the Internet and such facilities provides the opportunity for unauthorized access to Customer's computer systems, networks, and any and all data and information stored therein. Information and data transmitted and received through the Internet or stored on any equipment through which Internet information is transmitted may not remain confidential and Ebix does not make any representation or warranty regarding the privacy, security, authenticity, and non-corruption or destruction of any information so stored or transmitted. Ebix shall not be responsible for any adverse consequence or loss whatsoever of Customer's (or its users') connection to or use of the Internet,

System or Services (including, without limitation, loss of data or information), unless such adverse consequence is a result of Ebix's willful or negligent misconduct or an omission of Ebix, and Ebix shall not be responsible for any use by Customer or its users of the Internet connection in violation of any law, rule or regulation or any violation of the intellectual property rights of another. Use of any information transmitted or obtained by Customer using the Internet, User Software or the System is at Customer's own risk. Ebix specifically denies any responsibility for the accuracy or quality of information obtained through the Internet, its System and User Software, including as a result of failure of performance, error, omission, interruption, corruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information or facilities, or malfunctioning of the System, Internet or Data Center.

8.4 *Consequential Damages Waiver.* Except as otherwise provided in this agreement, In no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, business interruption, loss of business, substitue products or systems, loss of technology, rights or services, loss of data, loss of Customer Content or interruption or loss of use of the Services, System, Application Software, User Software, Data Center or equipment, even if foreseeable and/or advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

8.5 *Basis of the Bargain; Failure of Essential Purpose.* The parties hereto acknowledge that Ebix has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties hereto. The parties hereto agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8.6 *Limitation Remedies and Damages.* The aggregate liability of Ebix to Customer for all Losses (as defined below) for any Actions (as defined below) arising out of or related to this Agreement for all claims of every kind and nature that arise or accrue, regardless of the form of action that imposes liability, whether in contract, indemnity, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate, the greater of (i) the fees paid by Customer under this Agreement during the twelve (12) calendar months preceding the date of the event out of which the Losses arise, or (ii) $100,000.

9. INDEMNIFICATION.

9.1 *Indemnification.* Each party hereto will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other or its affiliates alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); (ii) personal injury caused by the negligence or willful misconduct of the other party; and (iii) any violation of or failure to comply with the Rules and Regulations. Ebix will have no liability to Customer if any claim of infringement is based solely upon the use of the Services in a manner other than as expressly permitted herein.

9.2 *Notice* Each party's indemnification obligations hereunder shall be subject to (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

10. PERSONAL DATA

10.1 Personal Data. Notwithstanding any other provisions of this Agreement the following privacy and data protection provisions shall apply to this personal data.

(a) Ebix shall hold any Personal Data that it receives in confidence and in compliance with (i) Ebix's obligations unders this Agreement and (ii) all laws regarding its use and access to such Personal data.

(b) Ebix agrees that it and its employees shall not use any Personal Data for any purpose other than the fulfillment of the terms and conditions of this Agreement. Ebix shall not process or disseminate Personal Data to any third party or transfer Personal Data without the prior approval of Customer. Ebix shall be responsible for any failure of its employees to comply with the terms and conditions regarding Personal Date set forth in this Section 10.

(c) If Ebix has knowledge of any unauthorized disclosure of or access to Personal Data, Date, Ebix shall:

(i) Espeditiously report such unauthorized disclosure or access to Customer;

(ii) Mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Ebix; and

(iii) Cooperate with Customer in providing any notices regarding impermissible disclosures caused by such disclosure or access which Customer deems appropriate.

To the extent such unauthorized disclosure or access is attributable to a breech by Ebix or its employees of Ebix's obligations under this Agreement with respect to Personal Data, Ebix shall bear (a) the costs incurred by Ebix in complying with its legal obligations relating to such breach and (b) in addition to any other damages for which Ebix may be liable for under this Agreement, the following costs incurred by Customer in complying with its legal obligations relating to such breech, to the extent applicable, (1) the cost of providing notice to affected individuals (2) the cost of providing such affected individuals with credit monitoring services for 12 months, (3) the cost of providing such affected individuals with $50,000 of identity theft insurance, and (4) call center support for such affected individuals for 30 days.

11. TERMINATION.

11.1 *Termination for Cause.* Unless otherwise provided herein, either party hereto may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within ten (10) days after receipt of written notice from Ebix; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Neither party hereto will be liable to the other for any termination or expiration of this Agreement

11.2 *Termination by Parties.* The Parties hereto may mutually agree to terminate this Agreement at any time.

11.3 *No Liability for Termination.* Except as expressly provided herein, neither party hereto will be liable to the other party for any termination or expiration of any Service or this Agreement in accordance with the terms hereof; provided, that Customer remains obligated to pay the fees and charges incurred hereunder.

11.4 *Effect of Termination.* Upon the effective date of termination of this Agreement:

(a) Ebix will immediately cease providing the Services;

(b) Any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due;

(c) within thirty (30) days of such termination, each party hereto will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and

(d) Ebix shall provide a copy of the Customer Content to Customer in the format and on the media selected by Customer, in its reasonable discretion, within twenty (20) business days of such termination, however, in all cases subject to Section 11.4 below.

11.5 *Survival.* The following provisions will survive any expiration or termination of the Agreement: Sections 1.2, 3.4, 3.5, 3.6, 4 thru 10, 11.3, 11.4, 11.4 and 12.

12. MISCELLANEOUS PROVISIONS.

12.1 *Force Majeure.* Except for the obligation to make payments, neither party hereto will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, fire, flood, explosion, embargo, riot, sabotage, labor shortage or dispute, any law, order, regulation, direction, action or request of governmental or regulator entity or agency, or any civil or military authority, emergency, transmission failures, telecommunications line breaks or outages, or failure of the Internet, provided that the delayed party: (a) gives the other party reasonably prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Ebix is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s).

12.2 *Disaster Recovery.* Ebix shall provide for standard disaster recovery capabilities and data storage in accordance with industry standards and practices to reduce the risk of an interruption in service or the loss of data, due to equipment failure, natural disaster or other calamity. Further, Ebix shall establish and maintain reasonable safeguards against the destruction or loss of Customer's data in the possession of Ebix, which safeguards shall at least be equivalent to those which Ebix provides and maintains for itself and its affiliates. Safeguards shall include, but are not limited to, weekly full system back-ups, daily back-up of changed objects, storage of said back-ups in a separate building and off-site support for disaster recovery to reduce the risk of an interruption in service or of data loss due to equipment failure, natural disaster or other calamity.

12.3 *Government Regulations.* Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

12.4 *Non-Solicitation.* During the Term of this Agreement and continuing through the first anniversary of the termination of this Agreement, each party hereto agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons or entities employed by the other Party Ebix or contracted by Ebix to provide Services to Customer. Notwithstanding the foregoing either party may hire any person or entity as a result of the use of a general solicitation not specifically directed to employees of the other party.

12.5 *No Third Party Beneficiaries.* Ebix and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the customers of Customer.

12.6 *Governing Law; Dispute Resolution.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State ~~of Georgia (e~~xcept that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The

parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration in accordance with the Arbitration Rules (and if Customer is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA""). There will be three (3) arbitrators (the "Arbitration Tribunal"), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The arbitration shall be held in ~~Johns Creek, Georgia~~ and the language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal and the AAA. This Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, claims for preliminary injunctive relief and other pre-judgment remedies, may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

12.7 *Severability; Waiver.* In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

12.8 *Assignment.* Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or to a parent, subsidiary of affiliated entity. Customer may not otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Ebix, which consent shall not be unreasonably withheld, conditioned or delayed and any attempted assignment or delegation without such consent will be void. Ebix may assign this Agreement or part thereof or delegate the performance of certain Services to third parties, including Ebix's wholly owned subsidiaries and/or service providers, provided Ebix controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

12.9 *Notice.* Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to an officer of the receiving party at the address of the receiving party as listed on the Commercial Terms or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

12.10 *Relationship of Parties.* Ebix and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Ebix and Customer. Neither Ebix nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

12.11 *Entire Agreement; Counterparts; Originals.* This Agreement, including all attachments and documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by Ebix without need of further notice of objection, and shall be of no effect or in any way binding upon Ebix. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of Ebix and Customer in accordance with this Section 11.11. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format.

12.12 *Interpretation of Conflicting Terms.* In the event of a conflict between or among the terms in this Agreement, the Commercial Terms, the Technical Requirements, the Description of Features, the Statement(s) of Work (if any), and any other document made a part hereof, the documents shall control in the following order: this Agreement, the Commercial Terms with the latest date, the Statement(s) of Work (if any), the Technical Requirements, the Description of Features, the description of Customer support and other documents.

Authorized representatives of Customer and Ebix have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the first date written above.

City of Vestavia Hills	**EBIX, INC.**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Agreement incorporates the following documents:

- Attachment A – Commercial Terms
- Attachment B – Description of Features
- Attachment C – Description of Customer Support Services
- Attachment D – Service Level Warranty
- Statement(s) of Work (if any)
- ADDENDUM

ADDENDUM TO EBIX, INC. AGREEMENT WITH CITY OF VESTAVIA HILLS

This Addendum is required and incorporated as part of the agreement between the City of Vestavia Hills, Alabama (the "Customer") and Ebix, Inc. (the "Contractor"), without which the Agreement shall not be valid.

Contractor and the City of Vestavia Hills, Alabama both agree as follows:

1. Effective date of the Agreement shall be _____, the _____ of _____, 2023.

2. Section 9, "INDEMNIFICATION" and Section 8.6 "*Limitation Remedies and Damages*" are hereby deleted. Municipalities in Alabama cannot spend public funds to indemnify, defend, and hold harmless other parties.

3. IMMIGRATION: As required by Title 31-13-9(k) of the *Code of Alabama, 1975*, the following clause is included is this Agreement:

> By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, o r 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.

4. GOVERNING LAW: Wherever referenced throughout the contract, including but limited to Section 12.6, the Governing Law, Jurisdiction, and Venue shall be Jefferson County, Alabama in the State of Alabama.

5. AUTHORITY: Authorized representatives of the City of Vestavia Hills and Contractor have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the first date written above.

FOR THE CUSTOMER:

CITY OF VESTAVIA HILLS, ALABAMA

Signed: _____

Name: Jeffrey Downes

Title: City Manager

Date: _____

Signed: _____

Title: Mayor

Date: _____

FOR THE CONTRACTOR:

EBIX, INC.

Signed: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Commercial Terms

Customer: City of Vestavia Hills

CONTRACT DATES: – 2/01/2023-1/31/2026

SERVICE COMMENCEMENT DATE: 2/01/2023

Services: Hosting Ebix products and providing optional services and e-commerce connectivity.

Products: RiskEnvision, as described in Description of Features and Technical Specifications

Important Contacts

Client Project Coordinator:	Melissa Hip mhipp@vhal.org 205.978.0152
Other Approved Contact Personnel:	Jeffery Downes, City Manager Jdownes@vhal.org
Correspondence Address:	1032 Montgomery Highway
	Vestavia Hills, AL 35216
Billing Contact:	Rita Hosmer rhosmer@vhal.org 205.978.0126
Billing Address:	1032 Montgomery Highway
	Vestavia Hills, AL 35216
Billing Email:	mhipp@vhal.org rhosmer@vhal.org

City of Vestavia Hills

RiskEnvision Lite with 3 Line of Coverage

36 month contract

Milestone	Item		Notes
Contract Execution	User Setup Fees - 1 Users	$200	
	No Conversion	n/a	
Total at Go Live		**$200**	
Implementation Services	Project Plan and Management	$960	(1)(2)
(Billed upon go live)	User training	$480	(1)(2)
	Periodic Loss Run Import	n/a	(1)(2)(3)
	Startup Assistance	$480	(1)(2)

Feb-23	Monthly user fees	$285
Mar-23	Monthly user fees	$285
Apr-23	Monthly user fees	$285
May-23	Monthly user fees	$285
Jun-23	Monthly user fees	$285
Jul-23	Monthly user fees	$285
Aug-23	Monthly user fees	$285
Sep-23	Monthly user fees	$285
Oct-23	Monthly user fees	$285
Nov-23	Monthly user fees	$285
Dec-23	Monthly user fees	$285
Jan-24	Monthly user fees	$285
Total Year 1 Fees		**$5,541**
Year 2	12 months monthly fees	$3,168
Year 3	12 months monthly fees	$3,168
Total On-going Costs		**$6,336**
Total Contract Costs		**$11,877**

Notes

RiskEnvision Lite Proposal

(1) On-site and off-site designations are for planning purposes only; the client and Envision project managers will determine when on-site visits are necessary and the duration of specific services. Prices for each task, however, are fixed bid prices regardless of location or duration of delivery.

(2) Travel expenses are not included in this proposal. Travel expenses are billed at cost plus $40 per diem.

(3) Pricing for WebEnvision template creation includes the creation of up to two templates. Additional templates will be priced on an individual basis.

Pricing effective through: **5-2-23**

ATTACHMENT B

DESCRIPTION OF FEATURES

OPERATIONAL FEATURES

- Customer's record file information storage and retrieval
    1.) Claims
    2.) Loss and medical information
- Workflow processing "Activity/Diary" system
- Document storage and retrieval
- Distribution of system generated reports
    1.) Print
    2.) Export
- Files notes
    1.) Entry
    2.) Search

OPERATIONAL SERVICES

- Initial configuration
- Software as a Service Hosting
- Configurations adjustable by system administrator
- Training
- Operational support

ATTACHMENT C

DESCRIPTION OF CUSTOMER SUPPORT SERVICES

1.) Services Provided. Ebix shall provide Operational and Technical Support Services for the System described in the Master Services Agreement.

2.) Support Period. Access to Support Services begins on the Service Commencement Date and continues through the end of contract period.

3.) Submission of Support Requests. Ebix will accept support requests submitted via e-mail, FAX using Claims Support Request Form, or telephone calls from Customer's designated contact personnel (with e-mail being the preferred method).

4.) Hours of Service. All Support Services provided hereunder shall be performed during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time on weekdays, (except holidays).

5.) Place of Performance. All Support Services hereunder shall be provided from Ebix's facilities. If Ebix personnel are required at a Customer's facility to perform Support Services, approval for out-of-pocket expenses will be secured prior to performance of such services.

6.) Cooperation. Customer agrees to provide full cooperation in locating and correcting errors.

7.) Professional Standards. Ebix will apply generally accepted industry standards to maintain the System in good working order in accordance with the applicable specifications. Ebix will make every reasonable effort consistent with the hours of service contracted and other terms described herein to:

a.) Maintain the System in such a manner as to minimize delay or inconvenience to Customer; and

b.) Provide Error Correction for any duplicable Error reported in a timely manner by Customer to Ebix in accordance with defined error reporting procedures.

ATTACHMENT D

SERVICE LEVEL WARRANTY

In the event that Customer experiences any of the service performance issues defined in this Attachment D as a result of Ebix's failure to provide access to the System through the User Software (the "Service Level Warranty"), Ebix will credit Customer's account as described below. The Service Level Warranty shall not apply to any services other than the access to the System through the User Software, and shall not apply to performance issues: (i) caused by factors outside of Ebix's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties not within the control of Ebix; or (iii) that resulted from Customer's equipment and/or third-party equipment.

(a) *Service Warranty Definitions.* For purposes of this Service Level Warranty, the following definitions shall apply:

(i) "Downtime" shall mean that a Customer is not able to access the System through the User Software for six (6) consecutive hours due to a failure of the System, Ebix's equipment or the Data Center during such period. Downtime shall not include any unavailability during Ebix's scheduled maintenance of the System, Data Center, network and Services, as described in the Rules and Regulations.

(ii) "Service Credit" shall mean an amount equal to the pro-rata monthly recurring charges (i.e., all monthly recurring case file charges) for one (1) day of Service.

(b) *Downtime Service Credits.* In the event Customer experiences Downtime, Customer shall be eligible to receive from Ebix a Service Credit for each Downtime period. Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, either from a single event or multiple events, it shall be eligible to receive two Service Credits.

(c) *Downtime Remedial Action.* In the event that Ebix discovers or is notified by Customer that Customer is experiencing Downtime, Ebix will take all actions reasonably necessary to determine the source of the Downtime.

(i) *Discover Source of Downtime; Notification of Customer.* Promptly after discovering or receiving notice of a Downtime, Ebix will determine whether the source of the Downtime is the Customer's equipment, the Ebix equipment connecting the Customer's equipment to the Ebix Data Center or the Data Center. If Ebix determines that the Customer's equipment and Ebix connection are not the source of the Downtime, Ebix will make commercially reasonable efforts to work with the Customer to determine the source of the Downtime. In any event, Ebix will notify Customer's designated contact person of the source of the Downtime within sixty (60) minutes of identifying the source.

(ii) *Remedy Downtime.* If the source of the Downtime is within the reasonable control of Ebix, Ebix will immediately assign employees and/or representatives to remedy the Downtime, and will make commercially reasonable efforts to remedy the Downtime. If the source of or remedy to the Downtime resides outside of the Ebix's System or equipment, Ebix will use commercially reasonable efforts to notify the party(ies) responsible for the source of the Downtime and cooperate with it (them) to resolve such problem as soon as possible.

(iii) *Failure to Determine Source and/or Remedy.* In the event that Ebix : (A) is unable to determine the source of the Downtime; and/or (B) is the reasonable source of the Downtime and is unable to remedy such Downtime, Ebix will deliver a Service Credit to Customer for each six (6) hour period of Downtime.

(d) *Remedies Shall Not Be Cumulative; Maximum Service Credit.* The aggregate maximum number of Service Credits to be issued by Ebix to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed seven (7) Service Credits. A Service Credit shall be issued in the Ebix invoice in the month following the Downtime, unless the Service Credit is due in Customer's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. Customer shall also be eligible to receive a pro-rata refund for (i) Downtime periods for which Customer does not receive a Service Credit and (ii) any Services Ebix does not deliver to Customer for which Customer has paid.

(e) THE SERVICE LEVEL WARRANTY SET FORTH IN THIS ATTACHMENT D SHALL ONLY APPLY TO THE FAILURE TO PROVIDE THE SYSTEM THROUGH THE USER SOFTWARE, AND DOES NOT APPLY TO (I) ANY IMPLEMENTATION SERVICES; (II) ANY INFORMATION SERVICES; AND (III) ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY. THIS ATTACHMENT D STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND EBIX'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY FAILURE BY EBIX TO PROVIDE ACCESS TO THE SYSTEM THROUGH THE USER SOFTWARE.

Statement(s) of Work (if any)

IMPLEMENTATION

- Project Plan and Management
- RiskEnvision Setup
- Data Conversion from previous system
- User training – Online 1 hour
- Startup Assistance – Offsite

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

February 7, 2023

By Electronic Mail

City Manager Jeffrey Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Proposed Agreement By and Between the City of Vestavia Hills, Alabama and Ebix, Inc.

Dear Mr. Downes:

On February 1, 2023, you sent to me via electronic mail a proposed Agreement by and between the City of Vestavia Hills, Alabama ("City") and Ebix, Inc. ("Ebix") with a request that I review the document and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. FACTS

Ebix offers to the City a non-exclusive license to use an integrated software product called RiskEnvision for a period of term of three (3) years for and in consideration of the sum of $11,877.00. My legal opinions and recommendations regarding the Master Services and License Agreement ("Agreement") prepared by Ebix are set forth below.

II. LEGAL ISSUE ONE

A. **LEGAL ISSUE ONE:** Is the contract with Ebix subject to the Alabama Competitive Bid Law?

B. **LEGAL OPINION:** It is my legal opinion that the contract is not subject to the Alabama Competitive Bid Law.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon the Alabama Competitive Bid Law, which states in pertinent parts as follows:

(1) The Alabama Competitive Bid Law applicable to municipalities set forth at Title 41-16-50(a), *Code of Alabama, 1975,* provides in pertinent parts as follows:

> "(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars ($15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars ($15,000) or more, by or on behalf of any...governing bodies of the municipalities of the state...shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder."

(2) Title 41-16-51(a)(11), *Code of Alabama, 1975,* provides as follows:

> **"§41-16-51. Exemptions—Void Contracts—Criminal Penalties.**
> (a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:
>
> (11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids **and custom software.** *(emphasis added)*"

I base my legal opinion upon the fact that the contract price is less than $15,000.00 and that custom software products may be purchased without inviting competitive bids. (Title 41-16-51(2)(a)(11), *Code of Alabama, 1975.)*

III. LEGAL ISSUE TWO

A. **LEGAL ISSUE THREE:** Can the City legally indemnify, defend and hold harmless another party as required by Section 9 of the contract?

B. **LEGAL OPINION:** It is my legal opinion that a city cannot spend public funds to indemnify, defend and hold harmless other parties.

C. **BASIS FOR LEGAL OPINION:** I base my opinion upon the following:

1. Expenditure of Public Funds:

(a) Constitution of Alabama of 1901: Section 94 of the *Constitution of Alabama,* as amended by Amendments 112 and 558, prohibits a city from granting public money to any individual, association or corporation whatsoever. Section 94 of the *Constitution of Alabama* as amended by as amended by Amendments 112 and 558, provides as follows:

> "The legislature shall not have power to authorize any county, city, town or other subdivision of this state to lend its credit or to grant public money or thing of value in aid of or to any individual, association or corporation whatsoever."

(b) Municipalities in Alabama Cannot Spend Public Money for Private Purposes: Municipalities in Alabama may spend public funds only for public purposes. The Supreme Court of Alabama has interpreted the language of Sections 93 and 94 of the *Constitution of Alabama* to allow appropriations of public funds when the appropriation is used for public purposes. *Alabama Constitution* amend. 93; *Alabama Constitution* amend. 94; *Slawson v. Alabama Forestry Comm'n,* 631 So.2d 953 (Ala.1994). *Opinion of the Justices No. 269,* 384 So.2d 1051 (1980); *Stone v. State,* 251 Ala. 240 (1948).

It is my legal opinion, based upon the above Alabama legal authorities, that the City cannot spend public money to indemnify third parties.

D **MY RECOMMENDATION:** I recommend that Section 9 of the contract be deleted in its entirety.

IV. LEGAL ISSUE THREE

A. **LEGAL ISSUE THREE:** May the City legally agree to limit the liability of Ebix?

B. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Three is in the negative.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon the following reasons:

1. It is my legal opinion that a "limitation of liability" is tantamount to an "indemnity and hold harmless agreement."

2. To agree to a "limitation of liability" provision would be inconsistent with the joint liability statute set forth in Title 11-47-191(b), *Code of Alabama, 1975.*

3. To agree to a "limitation of liability" provision would, in my opinion, prejudice the rights of the insurance company providing general comprehensive liability covering City employees and the City.

D. **MY RECOMMENDATION:** I recommend that Section 8.6 of the proposed Agreement should be deleted.

V. LEGAL ISSUE FOUR

A. **LEGAL ISSUE FOUR:** Can the City legally enter into a contract without immigration language?

B. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Four is in the negative.

C. **BASIS FOR LEGAL OPINION:** Alabama law at Title 31-13-9(k), *Code of Alabama, 1975,* provides as follows:

> "(k) All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: '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'."

D. **RECOMMENDATION:** I recommend that the following language be added to the contract:

> "**IMMIGRATION**: By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ 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."

VI. LEGAL ISSUE FIVE

A. **LEGAL ISSUE FIVE:** Can the City legally agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Georgia?

B **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Five is in the negative.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon the following Alabama laws:

1. **Venue:** Title 6-3-6, *Code of Alabama, 1975,* provides that all civil actions against corporations may be brought in any of the following counties:

(a) The county where the event or omission giving rise to the claim occurred or a substantial part of real property that is the subject of the action is situated (Jefferson County, Alabama); or

(b) In the county where the city had its principal office in this state (the City operates in Jefferson County, Alabama); or

(c) If subdivisions 1 or 2 do not apply, then in any county in which the corporation was doing business at the time of the accrual of the cause of action (Jefferson County, Alabama).

2. **Waiver of Consent to Jurisdiction:** The Supreme Court of Alabama decided the case of *Underwood v. Alabama State Board of Education,* 39 So.3rd 120, in 2009 and held that jurisdiction over the subject matter cannot be created by waiver or consent.

3. **Jurisdiction**: In 1912, the Court of Civil Appeals of Alabama decided the case of *Hirsch & Spitz Mfg. Co. v. City of Enterprise,* 59 So. 315, 5 Ala.App. 387, and held that the right of a municipal corporation to contract must be construed by the laws of the state irrespective of where a contract is made. Based upon *Hirsch & Spitz Mfg. Co. v. City of Enterprise,* it is my legal opinion that the City cannot legally agree to submit to the jurisdiction of the courts in the State of Georgia to resolve any disputes or issues arising out of the agreement.

D. MY RECOMMENDATION: The proposed contract (including specifically but not limited to, Section 12.6) should be amended consistent with this legal opinion so as to change the governing law, jurisdiction and venue from Georgia to Jefferson County, Alabama in the State of Alabama.

VII. RECOMMENDATION

From a legal standpoint, I recommend the approval of the Agreement subject to Ebix amending the proposed Agreement consistent with this legal opinion. Please call me if you have any questions regarding this matter.

Sincerely,

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
cc: City Clerk Rebecca Leavings (by e-mail)
Administrative Assistant Melissa Hipp (by e-mail)

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

March 13, 2023

To: Jeff Downes, City Manager

Cc: Zach Clifton, Asst. Finance Director

From: Mark Gibbs, Chief of Building Maintenance

RE: Public Hearing - Ordinance Number 3167 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement with International Fire for fire safety inspection services for the City Hall, VHPD, and Civic Center

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Background:
Inspection services have been conducted on a quarter-to-quarter basis with no actual scheduled services for routine and pricing agreement

Recommendation:
This will begin a formal agreement with scheduling services of all three buildings, help to monitor routine inspections and freeze pricing.

Fiscal Impact:
Inspections shall be expensed from the City's General fund as follows: City Hall/VHPD at $5,580 per year and Civic Center at $6,100 per year; both for a period of 3 years.

Attachments:
1. Ordinance 3167

2. Fire Agreements
3. Boone Approval Letter

ORDINANCE NUMBER 3167

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS WITH INTERNATIONAL FIRE PROTECTION INC., FOR FIRE INSPECTIONS AT THE VESTAVIA HILLS CITY HALL, POLICE DEPARTMENT AND CIVIC CENTER

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

1. The Mayor and City Manager are hereby authorized to execute and deliver agreements for fire inspection services from International Fire Protection, Inc., for fire inspection services at the Vestavia Hills City Hall, the Police Department/Court building and the Civic Center; and
2. A copy of said agreements is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3167 as if written fully therein; and
3. This Ordinance Number 3167 is effective immediately following adoption and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 27th day of March, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #3166 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 27th day of March, 2023 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

INTERNATIONAL FIRE PROTECTION INC.

POWERED BY APi Group

INSPECTION AGREEMENT

This Agreement dated Jan. 25 , 2023 hereinafter referred to as "the Agreement," by and between **International Fire Protection, Inc.** hereinafter referred to as "Company," and **Vestavia Hills Civic Center** with offices for the purposes of billing and legal service as noted below in "Owners and/or Authorized Representative's Information" hereinafter called "Customer," hereby agree to the following terms of inspection of the property outlined below owned and/or occupied by the Customer, hereinafter referred to as "the Property."

SECTION I: Owner's and/or Authorized Representative's Information

The Customer represents that the following information is true and correct and understands that the Company is relying upon the accuracy of this information for the purposes of this Agreement.

OWNER		AUTHORIZED REPRESENTATIVE	
Name :		Name :	Mark Gibbs
Title:		Title:	
Address:		Address:	1090 Montgomery Highway
			Vestavia Hills, AL 35216
Phone :		Phone :	205-283-9975
Mobile:		Mobile:	205-283-9975
e-Mail:		e-Mail:	Mgibbs@vhal.org

BILLING INFORMATION (if different from owner or rep)		SCHEDULING CONTACT	
C/O	Vestavia Hills Civic Center	Name :	Mark Gibbs
Address:	1090 Montgomery Highway	Title:	
	Vestavia Hills, AL 35216	Address:	1090 Montgomery Highway
Contact:			Vestavia Hills, AL 35216
Phone :	0	Phone :	205-283-9975
e-Mail:	Mgibbs@vhal.org	Mobile:	205-283-9975
Invoice to be:		e-Mail:	Mgibbs@vhal.org
PO Required:		REPORT:	

PROPERTY INFORMATION	
Name of Property to be inspected:	Vestavia Hills Civic Center
Property Physical Address:	1090 Montgomery Highway
	Vestavia Hills, AL 35216

Note : If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.

INTERNATIONAL FIRE PROTECTION INC.
POWERED BY APi Group

INSPECTION AGREEMENT

SECTION II: SCOPE OF WORK

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work:

DESCRIPTION	QUANTITY	Frequency	2/1/2023 1/31/2024 YEAR 1	2/1/2024 1/31/2025 YEAR 2	2/1/2025 1/31/2026 YEAR 3
Fire Alarm Inspection	1	**Annual**	$2,080	$2,080	$2,080
Control Panel	1				
Alarm System Power Booster	2				
Annuciators	1				
Pull station	12				
Smoke Detector	24				
Duct Detector	17				
Elevator Recall	4				
Customer to coordinate with elevator company to have on site					
Fire Sprinkler Inspection	1	**Annual**	$1,040	$1,040	$1,040
Annual Wet System	2				
Annual Walk Through	1				
Fire Extinguisher	1	**Annual**	$200	$200	$200
Fire Extinguishers	30				

INTERNATIONAL FIRE PROTECTION INC.
POWERED BY APi Group

INSPECTION AGREEMENT

Fire Alarm Inspection	1	**Semi-Annual**	$520	$520	$520
Control Panel	1				
Alarm System Power Booster	2				
Annuciators	1				
Fire Sprinkler Inspection	1	**Semi-Annual**	$520	$520	$520
Wet System	2				
Fire Sprinkler Inspection	2	**Quarterly**	$520	$520	**$520**
Quarterly Wet System	2				
Fire Alarm Monitoring	1	**24/7**	$700	$700	$700
Install of cell dialer and program fee will be included with Fire Alarm Install					
Proposal is based on inspections being performed during normal business hours of 7am - 4pm, Mon - Fri					
Base Bid Total P/ Year Annual Cost			**$5,580**	**$5,580**	**$5,580**

NOTE ANY SPECIAL PROVISIONS

Scopes with the same frequency shall be completed in the same inspection period

Inspections to be performed during the following hours:			
X	Normal Business Hours (NBH), 7am-4pm, Mon-Fri	$0	p/year additional charge
	After Hours and/or Saturday	$2,440	p/year additional charge
	Double Time, Sundays & Holidays	$4,880	p/year additional charge

INTERNATIONAL FIRE PROTECTION INC.
POWERED BY APi Group

INSPECTION AGREEMENT

SECTION III: AGREEMENT TERM

	TERM					Breakout Per Year		
	Term	Dates			Full Contract Value	INSPECTION	MONITORING	TOTAL P/YR
	1 Year Term	9/1/2022	-	8/31/2023	$5,580	$4,880	$700	$5,580
	2 Year Term	9/1/2023	-	8/30/2024	$11,160	$4,880	$700	$5,580
X	3 Year Term	9/1/2024	-	8/31/2025	$16,740	$4,880	$700	$5,580
				FULL CONTRACT VALUE	$16,740			

UPON RENEWAL DATE, CONTRACTS WILL AUTOMATICALLY RENEW WITH AN INCREASE UNLESS NOTIFIED IN ADVANCE BY A 30 DAY WRITTEN NOTICE.

Multi-year contracts will not have yearly increases until full term has expired

SECTION IV: PAYMENT SCHEDULE

In consideration of the above outlined service(s) the Customer agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

PROPERTY INFORMATION	
☐	Annually
☐	Quarterly
☑	Upon Completion of Inspection
☐	Other

NOTES:

1. Year 1 of monitoring does *not* include any applicable reprogram fees; a one-time separate invoice will be issued if applicable.
2. Monitoring services are billed separately through Cornerstone.

SECTION V: TERMS AND CONDITIONS

1. SERVICE OF THE FIRE PROTECTION EQUIPMENT: The Customer agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Customer's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. TERMS AND RENEWAL OF AGREEMENT: Customer agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM ~~(the initial term). AT THE CONCLUSION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. COMPANY WILL REVIEW SCOPE OF WORK PRIOR TO AUTOMATIC RENEWAL TERM AND MAY ADJUST PRICING. CHANGES IN PRICING WILL BE COMMUNICATED TO CUSTOMER AT LEAST 30 DAYS PRIOR TO RENEWAL DATE.~~

3. PRICE AND PAYMENT: The charge for the work agreed to be performed herein shall include all labor including any per diem and travel. Customer agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of one and one-half (1 ½%) per month on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Customer agrees to pay all costs of collection including attorneys' fees. Customer remains liable for the entire balance of the Annual Service Fees for the full term of the contract. If Customer terminates this Agreement prematurely without cause, post cancellation rates for requested inspection services or for basic or emergency service shall not exceed 115% of the prior year.

4. INSPECTIONS AND SERVICE: For the amount shown in Section III of this agreement, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service, and parts as follows:

A. Periodic inspections of the fire protection equipment described in our proposal means to inspect, test, and adjust the systems to verify components thereof are operating within the manufacturer's acceptable standards. Customer will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Company. Company performs inspections of the sprinklers, pipe, fittings, and other components that are accessible. Company is not responsible for inspecting any components that are in concealed spaces or inaccessible, including attics. Inspections are visual and from the floor of the facility, and only for the conditions listed in the inspection report in accordance with Company's scope of work and NFPA 25. Components will be repaired or replaced only upon written authorization of the Customer and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material, or services outside the scope of this Agreement, which is requested by the Customer and furnished by the Company, may be provided by the Company at its sole discretion. Customer acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition and Customer is unable to or unwilling to make the changes necessary for Company to perform the work, Company shall have the right, at its discretion, to cancel this Agreement. Alternatively, and in the sole determination of the Company, if portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Customer and will be invoiced at the Company's current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Customer also agrees to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

5. LIMITATION OF LIABLITY: CUSTOMER ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CUSTOMER ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR BUSINESS. ~~OR ANY POTENTIAL LIABILITY OF DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CUSTOMER AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CUSTOMER, AS WELL AS THE CUSTOMER'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF $10,000 OR THE AMOUNT OF THE CONTRACT PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CUSTOMER DOES HEREBY RELEASE COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CUSTOMER DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CUSTOMER AGREES TO REQUIRE ITS INSURANCE COMPANY TO ADD AN ENDORSEMENT TO ITS GENERAL LIABLITY AND WORKER'S COMPENSATION POLICIES SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY~~.

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLEY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CUSTOMER DURING THE TERM(S) OF THIS AGREEMENT.

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE EXISTING CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CUSTOMER IF NOT INSTALLED BY COMPANY WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CUSTOMER AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

7. REDUCED PRESSURE BACKFLOW PREVENTER: BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS COMPANY WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. RESPONSIBLITIES OF CUSTOMER: The Customer agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes, or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer' specifications.

C. Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Customer, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Customer. Customer also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Customer, who shall have authority to make decisions on behalf of Customer concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. ~~INDEMNIFICATION. COMPANY AND CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN ,OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT~~.

10. ADDITIONAL COMPANY RESPONSIBILITY.

A. Company will provide service calls and emergency service, upon request of the Customer, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Customer, but it can make no guaranty of response time by the Company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Customer thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.
D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.
11. NO CONFLICT WITH OTHER CUSTOMER AGREEMENTS. Customer warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Customer is aware with any other person or firm. Customer agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with, or infringes upon any other Agreement in any way.
12. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Customer shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Customer is solely responsibility for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Customer and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.
13. ASSIGNMENTS AND DELEGATIONS. Neither the Company nor the Customer may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.
14. ENGINEERING CHANGES. Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Customer, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Customer at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Customer to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Customer of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.
15. INVALID PROVISIONS. If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.
16. ENTIRE AGREEMENT. This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.
17. RECEIPT AND REVIEW OF AGREEMENT. The Customer specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Customer to bind the Customer, to the fullest extent provided by law, to these Terms and Conditions.
18. "COMPLIANCE WITH TITLE 41-16-52 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. International Fire Protection, Inc. 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."
19. IMMIGRATION. By signing this agreement, the contract 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.

OTHER INCLUSIONS, EXCLUSIONS OR ATTACHMENTS:
*General Exclusions: Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

INTERNATIONAL FIRE PROTECTION INC.
POWERED BY API Group

INSPECTION AGREEMENT

MONITORING ACKNOWLEDGEMENT

*Monitoring: One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. There are special policies and handling procedures for the following accounts:

Accounts with Frequent Alarm Occurrences (FAO) that send excessive activity for three consecutive months will receive a special assessment up to $0.72 per signal.

"Runaway" accounts with an unusually large number of signals in a 24-hour period will be billed up to $0.15 per signal.

If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at companies current Time & Material Rates.

* Pricing: The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

*Coverage: Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of above testing & inspecting scope of work is billable at companies current Time & Material Rates.

Company	INTERNATIONAL FIRE PROTECTION	SUBSCRIBER	Vestavia Hills Civic Center
Name :		Name :	
Title:		Title:	City Manager / Mayor
Address:		Address:	
Phone :		Phone :	
Signed:		Signed:	Ashley C. Curry
Date:		Date:	2-20-2023

CITY OF VESTAVIA HILLS

1032 Montgomery Highway

Vestavia Hills, AL 35216

BUSINESS LICENSE

LICENSE YEAR: 2023
LICENSE TYPE: Contractor - 238100

LICENSE NUMBER: 838
EXPIRATION DATE: December 31, 2023
FEES: $162.00
ISSUED TO: International Fire Protection, Inc
CONTRACTOR ADDRESS: 243 Royal Drive Madison AL 35758
CONTRACTOR PHONE NUMBER: 256-562-1311

Keith Blanton
Building Official

CITY OF VESTAVIA HILLS

INTERNATIONAL FIRE PROTECTION INC.

POWERED BY API Group

INSPECTION AGREEMENT

This Agreement dated Jan. 25 , 2023 hereinafter referred to as "the Agreement," by and between **International Fire Protection, Inc.** hereinafter referred to as "Company," and **City of Vestavia Hills** with offices for the purposes of billing and legal service as noted below in "Owners and/or Authorized Representative's Information" hereinafter called "Customer," hereby agree to the following terms of inspection of the property outlined below owned and/or occupied by the Customer, hereinafter referred to as "the Property."

SECTION I: Owner's and/or Authorized Representative's Information

The Customer represents that the following information is true and correct and understands that the Company is relying upon the accuracy of this information for the purposes of this Agreement.

OWNER		AUTHORIZED REPRESENTATIVE	
Name :		Name :	Mark Gibbs
Title:		Title:	
Address:		Address:	1032 Montgomery Highway
			Vestavia Hills, AL 35216
Phone :		Phone :	205-283-9975
Mobile:		Mobile:	205-283-9975
e-Mail:		e-Mail:	mgibbs@vhal.org

BILLING INFORMATION (if different from owner or rep)		SCHEDULING CONTACT	
C/O	City of Vestavia Hills	Name :	Mark Gibbs
Address:	1032 Montgomery Highway	Title:	
	Vestavia Hills, AL 35216	Address:	1032 Montgomery Highway
Contact:			Vestavia Hills, AL 35216
Phone :	0	Phone :	205-283-9975
e-Mail:	mgibbs@vhal.org	Mobile:	205-283-9975
Invoice to be:		e-Mail:	mgibbs@vhal.org
PO Required:		REPORT:	

PROPERTY INFORMATION	
Name of Property to be inspected:	Vestavia Hills City Hall and Police Dept.
Property Physical Address:	1032 Montgomery Highway
	Vestavia Hills, AL 35216

Note : If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.

INTERNATIONAL FIRE PROTECTION INC.
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INSPECTION AGREEMENT

SECTION II: SCOPE OF WORK

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work:

DESCRIPTION	QUANTITY	Frequency	2/1/2023 1/31/2024 YEAR 1	2/1/2024 1/31/2025 YEAR 2	2/1/2025 1/31/2026 YEAR 3
Fire Alarm Inspection	1	**Annual**	$2,080	$2,080	$2,080
Control Panel	3				
Alarm System Power Booster	2				
Annuciators	0				
Pull station	12				
Smoke Detector	18				
Duct Detector	19				
Heat Detector	1				
Elevator Recall	0				
Customer to coordinate with elevator company to have on site					
Fire Sprinkler Inspection	1	**Annual**	$1,040	$1,040	$1,040
Annual Wet System	3				
Annual Pre-action System	1				
Annual Walk Through	1				
Fire Extinguisher	1	**Annual**	$200	$200	$200
Fire Extinguishers	31				
Excludes hydro testing, recharges, 6 Year Tear Down and new extinguishers					

INTERNATIONAL FIRE PROTECTION INC.
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INSPECTION AGREEMENT

Fire Alarm Inspection	1	**Semi-Annual**	$520	$520	$520
Control Panel	3				
Alarm System Power Booster	2				
Fire Sprinkler Inspection	1	**Semi-Annual**	$520	$520	$520
Wet System	3				
Pre-action System	1				
Fire Sprinkler Inspection	2	**Quarterly**	$1,040	$1,040	**$1,040**
Quarterly Wet System	3				
Quarterly Pre-action System	1				
Fire Alarm Monitoring	1	**24/7**	$700	$700	$700
Install of cell dialer and program fee will be included with Fire Alarm Install					
Proposal is based on inspections being performed during normal business hours of 7am - 4pm, Mon - Fri					
Base Bid Total P/ Year Annual Cost			**$6,100**	**$6,100**	**$6,100**

NOTE ANY SPECIAL PROVISIONS

Scopes with the same frequency shall be completed in the same inspection period

Inspections to be performed during the following hours:			
X	Normal Business Hours (NBH), 7am-4pm, Mon-Fri	$0	p/year additional charge
	After Hours and/or Saturday	$2,700	p/year additional charge
	Double Time, Sundays & Holidays	$5,400	p/year additional charge

INTERNATIONAL FIRE PROTECTION INC.
POWERED BY APi Group

INSPECTION AGREEMENT

SECTION III: AGREEMENT TERM

	TERM					Breakout Per Year		
	Term	Dates			Full Contract Value	INSPECTION	MONITORING	TOTAL P/YR
	1 Year Term	9/1/2022	-	8/31/2023	$6,100	$5,400	$700	$6,100
	2 Year Term	9/1/2023	-	8/30/2024	$12,200	$5,400	$700	$6,100
X	3 Year Term	9/1/2024	-	8/31/2025	$18,300	$5,400	$700	$6,100
				FULL CONTRACT VALUE	$18,300			

Multi-year contracts will not have yearly increases until full term has expired

SECTION IV: PAYMENT SCHEDULE

In consideration of the above outlined service(s) the Customer agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

PROPERTY INFORMATION
☐ Annually ☐ Quarterly ☑ Upon Completion of Inspection ☐ Other

NOTES:

1. Year 1 of monitoring does *not* include any applicable reprogram fees; a one-time separate invoice will be issued if applicable.
2. Monitoring services are billed separately through Cornerstone.

SECTION V: TERMS AND CONDITIONS

1. SERVICE OF THE FIRE PROTECTION EQUIPMENT: The Customer agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Customer's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. TERMS AND RENEWAL OF AGREEMENT: Customer agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM ~~(the initial term). AT THE CONCLUSION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. COMPANY WILL REVIEW SCOPE OF WORK PRIOR TO AUTOMATIC RENEWAL TERM AND MAY ADJUST PRICING. CHANGES IN PRICING WILL BE COMMUNICATED TO CUSTOMER AT LEAST 30 DAYS PRIOR TO RENEWAL DATE~~.

3. PRICE AND PAYMENT: The charge for the work agreed to be performed herein shall include all labor including any per diem and travel. Customer agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of one and one-half (1 ½%) per month on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Customer agrees to pay all costs of collection including attorneys' fees. Customer remains liable for the entire balance of the Annual Service Fees for the full term of the contract. If Customer terminates this Agreement prematurely without cause, post cancellation rates for requested inspection services or for basic or emergency service shall not exceed 115% of the prior year.

4. INSPECTIONS AND SERVICE: For the amount shown in Section III of this agreement, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service, and parts as follows:

A. Periodic inspections of the fire protection equipment described in our proposal means to inspect, test, and adjust the systems to verify components thereof are operating within the manufacturer's acceptable standards. Customer will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Company. Company performs inspections of the sprinklers, pipe, fittings, and other components that are accessible. Company is not responsible for inspecting any components that are in concealed spaces or inaccessible, including attics. Inspections are visual and from the floor of the facility, and only for the conditions listed in the inspection report in accordance with Company's scope of work and NFPA 25. Components will be repaired or replaced only upon written authorization of the Customer and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material, or services outside the scope of this Agreement, which is requested by the Customer and furnished by the Company, may be provided by the Company at its sole discretion. Customer acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition and Customer is unable to or unwilling to make the changes necessary for Company to perform the work, Company shall have the right, at its discretion, to cancel this Agreement. Alternatively, and in the sole determination of the Company, if portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Customer and will be invoiced at the Company's current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Customer also agrees to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

~~5.~~ LIMITATION OF LIABLITY: CUSTOMER ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CUSTOMER ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR BUSINESS~~. OR ANY POTENTIAL LIABILITY OF DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CUSTOMER AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CUSTOMER, AS WELL AS THE CUSTOMER'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF $10,000 OR THE AMOUNT OF THE CONTRACT PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CUSTOMER DOES HEREBY RELEASE COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CUSTOMER DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CUSTOMER AGREES TO REQUIRE ITS INSURANCE COMPANY TO ADD AN ENDORSEMENT TO ITS GENERAL LIABLITY AND WORKER'S COMPENSATION POLICIES SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLEY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CUSTOMER DURING THE TERM(S) OF THIS AGREEMENT.

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE EXISTING CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CUSTOMER IF NOT INSTALLED BY COMPANY WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CUSTOMER AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

7. REDUCED PRESSURE BACKFLOW PREVENTER: BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS COMPANY WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. RESPONSIBLITIES OF CUSTOMER: The Customer agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes, or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer' specifications.

C. Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Customer, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Customer. Customer also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Customer, who shall have authority to make decisions on behalf of Customer concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. ~~INDEMNIFICATION. COMPANY AND CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN ,OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT~~.

10. ADDITIONAL COMPANY RESPONSIBILITY.

A. Company will provide service calls and emergency service, upon request of the Customer, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Customer, but it can make no guaranty of response time by the Company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Customer thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.
D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.
11. NO CONFLICT WITH OTHER CUSTOMER AGREEMENTS. Customer warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Customer is aware with any other person or firm. Customer agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with, or infringes upon any other Agreement in any way.
12. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Customer shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Customer is solely responsibility for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Customer and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.
13. ASSIGNMENTS AND DELEGATIONS. Neither the Company nor the Customer may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.
14. ENGINEERING CHANGES. Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Customer, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Customer at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Customer to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Customer of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.
15. INVALID PROVISIONS. If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.
16. ENTIRE AGREEMENT. This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.
17. RECEIPT AND REVIEW OF AGREEMENT. The Customer specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Customer to bind the Customer, to the fullest extent provided by law, to these Terms and Conditions.
18. "COMPLIANCE WITH TITLE 41-16-52 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. International Fire Protection, Inc. 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."
19. IMMIGRATION. By signing this agreement, the contract 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.

OTHER INCLUSIONS, EXCLUSIONS OR ATTACHMENTS:
*General Exclusions: Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

INTERNATIONAL FIRE PROTECTION INC.
POWERED BY API Group

INSPECTION AGREEMENT

MONITORING ACKNOWLEDGEMENT

*Monitoring: One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. There are special policies and handling procedures for the following accounts:

Accounts with Frequent Alarm Occurrences (FAO) that send excessive activity for three consecutive months will receive a special assessment up to $0.72 per signal.

"Runaway" accounts with an unusually large number of signals in a 24-hour period will be billed up to $0.15 per signal.

If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at companies current Time & Material Rates.

* Pricing: The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

*Coverage: Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of above testing & inspecting scope of work is billable at companies current Time & Material Rates.

Company	INTERNATIONAL FIRE PROTECTION	SUBSCRIBER	City of Vestavia Hills
Name :		Name :	
Title:		Title:	City Manager / Mayor
Address:		Address:	
Phone :		Phone :	
Signed:		Signed:	Jason Dunn / Ashley C. Curry
Date:		Date:	2-20-2023

CITY OF VESTAVIA HILLS

1032 Montgomery Highway

Vestavia Hills, AL 35216

BUSINESS LICENSE

LICENSE YEAR: 2023
LICENSE TYPE: Contractor - 238100

LICENSE NUMBER: 838
EXPIRATION DATE: December 31, 2023
FEES: $162.00
ISSUED TO: International Fire Protection, Inc
CONTRACTOR ADDRESS: 243 Royal Drive Madison AL 35758
CONTRACTOR PHONE NUMBER: 256-562-1311

Keith Blanton
Building Official

CITY OF VESTAVIA HILLS

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

February 10, 2023

By Electronic Mail

Mr. Brian Davis
Director of Engineering and Public Works
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Proposed Agreements (2) By and Between the City and International Fire Protection, Inc.

Dear Mr. Davis:

International Fire Protection, Inc., after receiving a copy of my legal opinion dated January 9, 2023, revised the two (2) Agreements to provide fire inspection services for the Vestavia Hills Municipal Center and the Vestavia Hills Civic Center. It is my legal opinion that both proposed Agreements, as amended, meet the requirements of Alabama law. Therefore, I approve both Agreements from a legal standpoint.

Please call me if you have any questions.

Sincerely,

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
cc: City Manager Jeff Downes (by e-mail)
City Clerk Rebecca Leavings (by e-mail)
Administrative Assistant Melissa Hipp (by e-mail)