



**Vestavia Hills
City Council Agenda
December 16, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Steve Dedmon, 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 - December 9, 2024 Regular meeting minutes

Old Business (Public Hearing)

10. Public Hearing - Ordinance Number 3261 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Renewal Agreement For Continued Use Of Consolidated Debt, Lease, And Subscription Management For The City

New Business

11. Resolution Number 5538 - A Resolution authorizing the City Manager to execute and deliver the agreement with the Regional Planning Commission of Greater Birmingham for a Study for Brookwood Green Trace bridge utilizing an APPLE grant
12. Resolution Number 5539 - A Resolution appointing a member to Birmingham Jefferson County Transit Authority to fill the unexpired term of Paige Coker

New Business Requesting Unanimous Consent (Public Hearing)

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

13. Public Hearing - Ordinance Number 3254 - Annexation - 90 day final - 2686 Altadena Road; Lot 4, Altadena Park; Estate of Mary N. Russell, owner

14. Public Hearing - Ordinance Number 3255 - Rezoning - 2686 Altadena Road; Lot 4, Altadena Park; Rezone from Jefferson County E-1 to Vestavia Hills E-2; Estate of Mary N. Russell, owner
15. Public Hearing - Ordinance Number 3256 - Annexation - 90 day final - 2701 Alta View Drive; Lot 5, Altadena Estates; H. Stephen and Joanne Williamson, owners
16. Public Hearing - Ordinance Number 3257 - Rezoning - 2701 Alta View Drive; Lot 5, Altadena Estates; Rezone from Jefferson County E-1 to Vestavia Hills E-2; H. Stephen and Joanne Williamson, owners
17. Public Hearing - Ordinance Number 3258 - Annexation - 90 day final - 2612 Altadena Road; Lot 2, J.P. Westbrook Estates; Beth and Kreg Montgomery, owners
18. Public Hearing - Ordinance Number 3259 - Rezoning - 2612 Altadena Road; Lot 2, J.P. Westbrook Estates; Rezone from Jefferson County E-1 to Vestavia Hills E-2; Beth and Kreg Montgomery, owners
19. Public Hearing - Ordinance Number 3262 - An Ordinance amending Ordinance 2746 and Article III; Section 6-41, *Vestavia Hills Code of Ordinances*; Entitled "Fire Districts Established; Boundaries"
20. Citizens Comments
21. Time Of Adjournment

PUBLIC HEARING PROCEDURES

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

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

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

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

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

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

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



**Vestavia Hills
City Council Minutes
December 9, 2024
6:00 PM**

1. Call to Order

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

2. Roll Call

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

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Lori Beth Kearley, Public Works Director; Taneisha Tucker, Director of Library in the Forest; Ryan Farrell, Asst. Fire Chief; Umang Patel, Court Director*; Keith Blanton, Building Safety Director*; James Randall, Human Resources Director; Jamie Lee, Parks and Leisure Services Director*

**participated via Zoom.*

3. Invocation - Sam Williamson, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor indicated that the agenda needed to be amended to add an Executive Session at the end just before adjourning. He stated that an issue with potential litigation had come up on which the Council needed to be advised. He then opened the floor for a motion to approve the agenda as amended.

MOTION: Amend the agenda as amended in order to add an Executive Session at the end

of the meeting just prior to adjourning. Motion By: George Pierce. Seconded By: Rusty Weaver.

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

No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Mr. Pierce stated that items are being collected for the downtown warming shelters in Birmingham. Citizens should drop off items at any one of three of our Vestavia Hills fire stations: Bill F. Towers Fire Station No. 1 (509 Montgomery Highway), Alberto C. Zaragoza, Jr. Fire Station No. 4 (13041 Liberty Parkway) and James F. Wyatt Fire Station No. 5 (3241 Cahaba Heights Road). Items needed include snack items, breakfast bars, scarves, gloves, toboggans, jackets, coats bottled water, hand warmers, twin size blankets that can be washed, mandarin oranges. He encouraged everyone to donate items at these locations.
- Mr. Pierce welcomed Tyler Kime to the meeting representing the Chamber of Commerce Board. Mr. Kime has chaired several events for the Chamber, and he appreciates all his work on the Board.
- Mr. Weaver announced that the regular meeting of the Planning and Zoning Commission is scheduled for Thursday, December 12, 2024, beginning at 6 PM.
- Mr. Head announced that the Parks and Recreation Board meeting is scheduled for Tuesday, December 17, 2024, beginning at 7:30 AM at the Civic Center.
- Mayor Curry stated that the Christmas parade crowd was estimated by the Vestavia Voice at over 2,000 people and went very well. The tree lighting service was especially good this year and he commended Faith Lenhart and everyone else who made that event possible.

7. City Manager's Report

- No report.

8. Councilors' Reports

- No report.

Old Business (Public Hearing)

10. Public Hearing - Ordinance Number 3253 - An Ordinance to Authorize the City Manager and Mayor to Execute Any and All Agreements and Expend Funds to Lease Space to Accommodate the Human Resource Department of the City of Vestavia Hills

MOTION: Approve Ordinance Number 3253 as presented. Motion by: Rusty Weaver. Seconded by: George Pierce.

Mr. Downes stated that, as a part of last year's strategic plan for the City Council, a strategic goal was to break out a true human resources department. There is no space in City facilities for this function, much of which is confidential and requires privacy to conduct meetings. Mr. Downes explained the parameters of the lease.

Mr. Pierce asked if the owner would provide any funding for the build out. Mr. Downes stated they will provide a new HVAC and an additional \$21,000 for the build-out.

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

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

No: None. Abstain: None. Motion passed.

New Business

11. Resolution Number 5535 - A Resolution appointing a member to the Vestavia Hills Parks and Recreation Board

MOTION: Approve Resolution Number 5535. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

MOTION: Amend Resolution Number 5535 to insert the name of Emily Byrd as the new appointee. Motion By: Paul Head. Seconded By: George Pierce.

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

No: None. Abstain: None. Motion passed.

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

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

No: None. Abstain: None. Motion passed.

12. Resolution Number 5536 - Appointing a member to the Vestavia Hills Library Board

The Mayor passed the gavel to Mr. Weaver, Mayor Pro-Tem. The Mayor Pro-Tem opened the floor for a motion for Resolution Number 5536.

MOTION: Approve Resolution Number 5536. Motion by: Kimberly Cook. Seconded by: George Pierce.

MOTION: Amend Resolution Number 5536 to insert the name of Erica Barnes as the new appointee. Motion By: Ashley Curry. Seconded By: Kimberly Cook.

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

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

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

13. Ordinance Number 3260 - An Ordinance Authorizing the Mayor and City Manager to Execute an Agreement to allow the Vestavia Hills Board of Education to Utilize the Terms of a City Competitively Bid Contract for Landscaping Services

MOTION: Approve Ordinance Number 3260 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

Mr. Downes stated that Dr. Freeman approached the City requesting to make use of the City's vendor, already bid according to state law requirements, to provide specialty field maintenance. The school system has used our vendor previously.

Discussion ensued.

Mrs. Cook asked if Mr. Boone approves this from a legal standpoint.

Mr. Boone stated he reviewed and issued a legal opinion, approving the action, and drafted the proposed agreement which is included in the agenda packet.

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

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

New Business Requesting Unanimous Consent (Public Hearing)

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

14. Public Hearing - Ordinance Number 3261 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Renewal Agreement For Continued Use Of Consolidated Debt, Lease, And Subscription Management For The City

15. Citizens Comments

- None.

16. Executive Session

The Mayor indicated that an Executive Session is needed to discuss potential litigation. He stated that the Executive Session is expected to last 15 minutes and that no additional business will be discussed after that Executive Session. Mr. Boone, City Attorney, stated that these are sufficient issues to legally allow an Executive Session under Alabama law. The Mayor opened the floor for a motion.

MOTION: Approve moving into Executive Session for expected or existing litigation. Motion By: Kimberly Cook. Seconded By: Rusty Weaver.

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

No: None. Abstain: None. Motion passed.

At 6:17 PM, the Council exited the Chamber and moved into the Executive Session. At 6:40 PM, the Council re-entered the Chamber and the Mayor called the meeting/work session back to order.

17. Time Of Adjournment

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:41 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



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

December 16, 2024

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing - Ordinance Number 3261 - An Ordinance
Authorizing The Mayor And City Manager To Execute And Deliver A
Renewal Agreement For Continued Use Of Consolidated Debt,
Lease, And Subscription Management For The City

Background:

Pricing is based on the number of obligations under management. Within the pricing are including the following:

- Addition of Ongoing GASB 87 Data Extraction and New Lease Implementations as needed
- Addition of Ongoing GASB 96 Data Extraction and New Subscription Implementation as needed
- There is no other application that can handle Debt, Lease, and Subscription management required by GASB 87 & 96.
- Included is a 5% escalator in Year 2 & 3 which is a Software as a Service industry standard
- Funding from General Fund recurring annual expense

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

FY2025: \$7,650 to move to a 10/1 - 9/30 period

FY2026: \$10,750

FY2027: \$11,250

Attachments:

1. Ordinance 3261
2. DebtBook Renewal Proposal - Vestavia Hills, AL

ORDINANCE NUMBER 3261

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A RENEWAL AGREEMENT FOR DEBTBOOK DEBT MANAGEMENT SOFTWARE SUBSCRIPTION

WHEREAS, on January 24, 2022, the City Council adopted and approved Ordinance Number 3082 to authorize the Mayor and City Manager to execute and deliver an Order Form for Fifth Asset, Inc., d/b/a DebtBook (“DebtBook”), a debt management subscription service; and

WHEREAS, Debtbook has offered a Renewal Agreement for continued subscription service for the software. Said Renewal Agreement is marked as Exhibit A, a copy of which is attached to and incorporated into this Ordinance Number 3261 as if written fully therein; and

WHEREAS, pricing is based upon the number of obligations under management as detailed in the attached Memorandum by the Assistant Finance Director; and

WHEREAS, said Debtbook is expensed to the City’s General Fund with a cost of \$7,650 for FY2025, \$10,750 for FY2026 and \$11, 250 for FY 2027; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to continue the debt management services provide by Debtbook.

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 Renewal Agreement with Debtbook as detailed in the attached Exhibit A; and
2. Said funding that be expensed to the City’s General fund with a cost of \$7,650 for FY2025, \$10,750 for FY2026 and \$11, 250 for FY 2027; and
3. This Ordinance Number 3261 shall become effective immediately upon adoption and approval following posting/publication pursuant to Alabama law.

ADOPTED and APPROVED this the 16th day of December, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3261 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 16th day of December, 2024, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

RENEWAL AMENDMENT

This Renewal Amendment ("**Renewal Amendment**") to the existing Agreement, as defined below, is entered into between Fifth Asset, Inc. d/b/a DebtBook ("**DebtBook**") and the Customer identified in the signature block below ("**Customer**") (together, the "**Parties**"), effective as of the date of Customer's signature below ("**Effective Date**"), and amends the Agreement as set forth below.

RECITALS

WHEREAS, the Parties have previously executed the Order Form and Terms & Conditions dated January 1, 202, as amended (together, the "**Agreement**"), which established the rights and obligations of each party with respect to the Services.

WHEREAS, the Parties now wish to amend the Agreement to renew the Agreement and the Products & Services for an additional 3 years.

WHEREAS, the Parties wish to add the Premium Support to the renewing Products & Services.

NOW, THEREFORE, in consideration of the mutual covenants and promises set herein and the continuing rights and obligations of the parties as set forth in the Agreement and the Renewal Amendment, the parties agree as follows:

PRODUCTS & SERVICES

Products

Item & Description		Year 1 (2/1/25-9/30/25)	Year 2 (10/1/25-9/30/26)	Year 3 (10/1/26-9/30/27)
Debt Management	List Price	\$15,000.00	\$15,000.00	\$15,000.00
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$11,800.00)	(\$10,250.00)	(\$10,000.00)
	Subtotal	\$3,200.00	\$4,750.00	\$5,000.00
Lease & SBITA Management	List Price	\$15,000.00	\$15,000.00	\$15,000.00
Annual recurring fee for DebtBook's lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$11,800.00)	(\$10,250.00)	(\$10,000.00)
	Subtotal	\$3,200.00	\$4,750.00	\$5,000.00

Services

Item & Description		Year 1	Year 2	Year 3
Premium Support	Price	\$1,250.00	\$1,250.00	\$1,250.00
Annual recurring fee for Premium Support Services provided in units of up to 25 agreements per unit per 12 month term				

Annual Summary

	Year 1	Year 2	Year 3
Recurring Subscription Fees	\$7,650.00	\$10,750.00	\$11,250.00
Annual Total	\$7,650.00	\$10,750.00	\$11,250.00

TOTAL CONTRACT VALUE**\$29,650.00**

TERMS

1. The Parties have agreed to renew and extend the Agreement for an additional 3 years beginning on February 1, 2025 and concluding on September 30, 2027 (the “**Renewal Term**”). For the avoidance of doubt, the first year of the Renewal Term will run from February 1, 2025, to September 30, 2025, in order to align with Customer’s fiscal year. Thereafter, the Term will run annually from October 1 to September 30. The Fees for the first year of the Renewal Term have been discounted and prorated.
2. Premium Support.
 - a. There is 1 unit of Premium Support being added under this Renewal Amendment.
 - b. Customer will provide applicable agreements to DebtBook as the Customer receives the agreements throughout the year. Failure to provide the agreements promptly as they are received throughout the year may cause material delays or otherwise limit DebtBook’s ability to perform the Premium Support Services.
 - c. All agreements submitted by Customer to DebtBook in accordance with the Agreement will be processed by DebtBook within 90 days of receipt.
 - d. DebtBook will not issue refunds or credits for any unused Premium Support.
3. The Fees for the Renewal Term are set forth above. The first invoice will be issued upon the Effective Date of this Renewal Amendment. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement.
4. Any reference to the “Agreement” will mean the Agreement as modified by this Renewal Amendment. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement.
5. The express provisions of this Renewal Amendment constitute the sole amendment and modification of the Agreement by and between the Parties in connection herewith. This Renewal Amendment may be executed in counterparts, including facsimile or other electronic counterparts.
6. Each of the undersigned represents that they are authorized to (1) execute and deliver this Renewal Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year.

Fifth Asset, Inc. d/b/a DebtBook**City of Vestavia Hills, AL**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

December 16, 2024

To: Jeff Downes, City Manager

From: Christopher Brady, City Engineer

Cc: Jeff Downes, City Manager
Lori Beth Kearley, Public Services Director

RE: Resolution Number 5538 - A Resolution authorizing the City Manager to execute and deliver the agreement with the Regional Planning Commission of Greater Birmingham for a Study for Brookwood Green Trace bridge utilizing an APPLE grant

Background:

This is an Advanced Planning Program and Logical Engineering (APPLE) Study to determine various options related to the roadway and bridge maintenance at Brookwood Green Trace. The study will be led by the Regional Planning Commission and the City will contribute 20% of the funding of the study, approximately \$12,000.

Currently, the bridge at Brookwood Green Trace is a weight restricted bridge. The study will determine potential for rehabilitation of the bridge including cost estimation for the City to consider. The study will include taking input from stakeholders and will be summarized in a report of recommendations delivered to the City within approximately 6 months.

Recommendation:

Engineering supports this study to help us determine options related to improving the safety of this bridge structure and access along this roadway.

Fiscal Impact:

This project will be funded by approved FY25 general fund budget under Professional Services

Attachments:

1. Resolution 5538
2. VestaviaHills_Brookwood-Green-Bridge_APPLE_AgmtRPCGB-Dec3-2024-draft

RESOLUTION NUMBER 5538

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH THE REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM TO UTILIZE AN APPLE GRANT FOR AN ANALYZATION OF TRAFFIC IMPACTS OF A BRIDGE CLOSURE AT THE BROOKWOOD GREEN TRACE BRIDGE AND EVALUATING OPTIONS FOR FUTURE PEDESTRIAN ACCESSIBILITY

WHEREAS, the City's Engineering Department submitted and was awarded an APPLE grant in the amount of \$47,992.57 with a local match of \$11,998.14 to fund a study by the Regional Planning Commission of Greater Birmingham ("RPCGB") for fund an analyzation of the traffic impact if the Brookwood Green Trace Bridge is closed during maintenance and/or replacement; and

WHEREAS, said local match was budgeted in the General Fund Budget of the City's FY25 approved budgets; and

WHEREAS, the RPCGB has drafted and Agreement for Services ("the Agreement"), a copy of which is marked as Exhibit A, attached to an incorporated in to this Resolution Number 5538 as if written fully therein; and

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

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

1. The City Manager is hereby authorized to execute and deliver the Agreement as detailed in the attached Exhibit A; and
2. This Resolution Number 5538 shall become effective upon adoption and approval.

ADOPTED and APPROVED this the 16th day of December, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

AGREEMENT FOR SERVICES

This Agreement for Services (the “Agreement”) is entered into as of the _____ day of _____, 2024, by and between the **Regional Planning Commission of Greater Birmingham**, a regional planning and development commission organized and existing under the laws of the State of Alabama (“RPCGB”), and the **City of Vestavia Hills, Alabama**, a municipal corporation (the “Governmental Entity” or “City”).

WITNESSETH:

WHEREAS, the Governmental Entity has applied to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for a “Brookwood Green Trace Bridge Study” (the “Project”);

WHEREAS, the Project has been selected for funding under the APPLE program;

WHEREAS, the APPLE grant for the Project will fund 80% (or \$47,992.57) of the total Project cost of \$59,990.71, and the Governmental Entity will provide a local match in the amount of \$11,998.14 (or 20%) of the total Project cost;

WHEREAS, pursuant to the terms of this Agreement, RPCGB is being engaged by the City to perform the services contemplated for the Project; and

WHEREAS, the parties agree to work in good faith to complete the Project in a timely and professional manner.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, the RPCGB and the Governmental Entity agree as follows:

1. **Engagement of RPCGB**. The Governmental Entity hereby agrees to engage RPCGB to perform the Project and services which are identified and described in the “Scope of Work” set forth on **Exhibit A**, which is attached hereto and incorporated herein by reference. RPCGB, from time to time, may request changes in the Scope of services to be performed. Such changes shall be memorialized by written amendments to this Agreement that is signed by both parties; these changes may include an increase or decrease in the amount of Governmental Entity’s local match.

The Governmental Entity authorizes RPCGB to engage a third party consultant(s) that has been approved by the City to assist in performing the Scope of Work. The RPCGB is responsible for supervising, managing and paying any third party consultant for any services it performs so that the Project may be completed in the orderly flow of the work.

2. **Compensation**. The parties agree that the total Project cost is \$59,990.71 (including the local match), and that the RPCGB will receive that total amount in consideration for its performance of the services contemplated herein. The payment of this amount shall constitute full and complete compensation for the services to be provided by RPCGB directly, by its consultants or otherwise secured by RPCGB for the Project, and includes all expenses arising from the performance of this Agreement.

3. **Payment by City.** The City shall make payment to RPCGB for services in one (1) lump sum installment of \$11,998.14 (the local match) within thirty (30) days after the receipt of invoice from the RPCGB. If this compensation is not paid when due, RPCGB shall not engage in the provision of the contemplated services nor shall RPCGB employ third party consultant(s) for the Project until such time as payment is made. If after a period of sixty (60) days from the date of invoice the compensation is not paid, the Governmental Entity acknowledges that it may forfeit all claims to the awarded amount for the Apple grant for the Project.

Upon the successful completion of the Project and the generation of the contemplated grant funds, the City agrees to execute appropriate documents and otherwise cooperate with the RPCGB so it can receive those funds in consideration for the balance of the total Project costs payable to it for its services.

4. **Time of Performance.** The RPCGB shall commence its performance of services immediately after the receipt of payment by the Governmental Entity, and the RPCGB shall complete Project in accordance with the schedule set forth in Exhibit A.

5. **Financial Records.** RPCGB shall keep and maintain complete and accurate books, records, and procedures to account for all funds paid by the Governmental Entity in accordance with this Agreement. RPCGB shall allow the Governmental Entity to examine, copy, and audit all such books, records and procedures upon advance notice and during RPCGB's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the requesting party.

RPCGB shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement. The obligations in this provision shall survive the termination of this Agreement.

6. **Political Activity.** No portion of any funds to be paid by the Governmental Entity to RPCGB for the services contemplated herein shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

7. **Qualified Personnel.** RPCGB represents that it employs or will engage all personnel required to perform the services made the subject to this Agreement. Any such personnel shall not be employees of or have any contractual relationships with the Governmental Entity relative to the Project, and all such personnel shall be reasonably qualified to perform the services assigned to them.

8. **Cooperation.** All information, data, reports, records and maps as are available, existing and necessary for performing the contemplated work shall be assembled for the Governmental Entity by RPCGB or the third party consultant(s) employed by it. The Governmental Entity agrees to cooperate with RPCGB and the third party consultants(s) employed by RPCGB in all reasonable ways to allow them to conduct their planning and development work without undue delay.

The RPCGB and Governmental Entity will ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the State of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed, or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement,

the RPCGB and Governmental Entity agree that their agents, servants, officers, officials, and employees, in both their official and individual capacities, shall not discuss, disclose, use, publish, or release the data provided pursuant to the above referenced request without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT, or should an attempt be made to use the data in an action for damages against the State of Alabama, ALDOT, its officials or employees' access to data shall terminate immediately. The State of Alabama and ALDOT expressly reserve the right under 23 U.S.C. § 409 to object to the use of the data, any opinions drawn from the data, and to recover damages caused by the improper and unauthorized release of the data.

9. **Ownership of Data.** The Governmental Entity shall retain title to and all ownership rights of all data and content provided by it to RPCGB for the Project, including but not limited to geographic information systems, databases, maps, multimedia or images (graphics, audio and video), text and the like provided by the Governmental Entity. The City grants RPCGB the right to access and use this content for the purpose of complying with its obligations under this Agreement.

10. **Ownership of Work Product.** Upon completion of the work or elements thereof that are described in the attached Scope of Work, all reports, data, artwork, maps, stencils, negatives, plates and other supporting materials prepared by RPCGB as a part of such work shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials of the Governmental Entity.

11. **Substantial Changes by City in Final Work Product.** If the City makes any substantial changes to the final work product after the Governmental Entity has taken delivery and accepted that product, those changes shall not be attributed by the City to the RPCGB. Substantial changes are defined as changes to plan content, policy and physical development recommendations, regulations, codes, and ordinances that diminish the intent and ability of the plan document to achieve its stated goals as agreed to and accepted by the Governmental Entity.

12. **Assignment/No Third Party Beneficiaries.** Neither party may assign this Agreement, or any of its rights, benefits or obligations herein, without the prior written consent of the other party. Further, this Agreement does not confer, and is not intended to create, any rights or benefits for any third party that is not a signatory to this Agreement.

13. **Equal Employment Opportunity.** In performing the work, RPCGB and its third party consultant(s) shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age or disability.

14. **Termination.** If RPCGB fails to perform any of its material obligations under this Agreement in a timely and proper manner, or if RPCGB shall violate any of the covenants, agreements, or stipulations of this Agreement, the Governmental Entity may give written notice of that breach to RPCGB. In the event RPCGB fails to cure such breach to the reasonable satisfaction of Governmental Entity within thirty (30) days following RPCGB's receipt of such written notice, Governmental Entity may terminate this Agreement upon written notice to RPCGB. In the event of such termination, the Governmental Entity shall be entitled to a refund from RCPGB of any compensation paid by the City that is not earned by RCPGB for services that it did not perform by the effective date of termination.

15. **Relationship of the Parties.** The RPCGB is an independent contractor of the City, and nothing contained in this Agreement shall be deemed to create any agency, joint venture, partnership or employer/employee relationship between them. Neither party shall

have the right or power to commit, contract for or otherwise obligate the other party to any third person or entity. RPCGB shall be responsible for the collection, filing, and payment of social security and other federal, state or local taxes or withholdings for RPCGB's employees. Governmental Entity shall have no right to control or direct the details, manner or means by which RPCGB accomplishes the results of the services to be performed pursuant to this Agreement.

16. **Notices.** Any notice to a party hereunder that is contemplated in this Agreement shall be in writing and deemed given when it is either (a) personally delivered, or (b) sent by certified or registered mail, return receipt requested, to

If to RPCGB:

Regional Planning Commission of Greater Birmingham
Center for Regional Planning and Design
Two 20th Street North, Suite 1200
Birmingham, Alabama 35203
Attention: Michael Kaczorowski

If to Governmental Entity:

1032 Montgomery Hwy
Vestavia Hills, AL 35216
Attention: Christopher Brady

or at such other address as either party may advise the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters herein, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. The foregoing supersedes all prior agreements, negotiations and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement effective as of the date and year first above written.

City of Vestavia Hills, Alabama

Jeffery Downes, City Manager

Regional Planning Commission of Greater Birmingham



Charles E. Ball, Executive Director

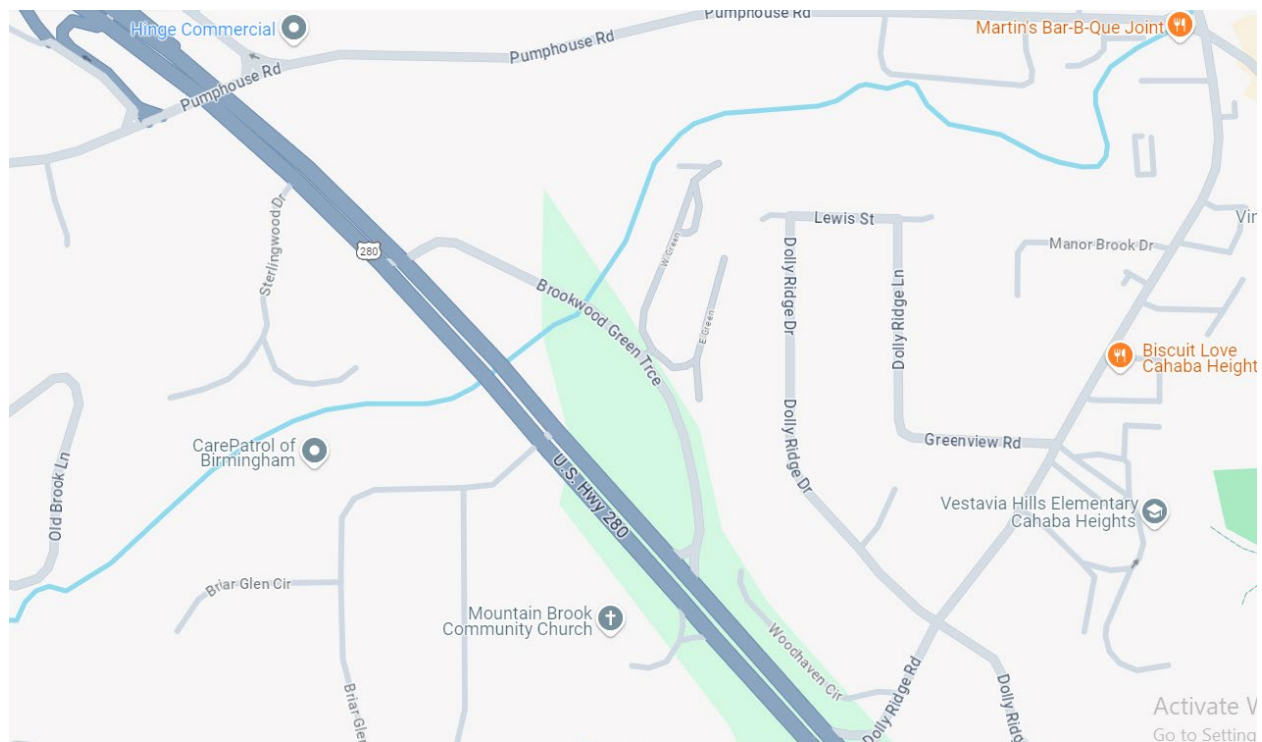
Exhibit A – Scope of Work

Brookwood Green Trace Bridge Study – Vestavia Hills

Project Summary

Brookwood Green Trace is a short roadway that runs parallel to US-280 in the Cahaba Heights area. The bridge that crosses Little Shades Creek is maintained by the City of Vestavia Hills. This study will analyze traffic impacts of a bridge closure if it is determined that it must be closed during maintenance or reconstruction. The study will also evaluate options on future pedestrian accessibility as well as other connectivity concerns such as safety. A map of the corridor is shown below.

Study Area Map



PROJECT TASKS

The project tasks and subtasks to be performed by the consultant shall include the following:

Task 1: Existing Conditions

- A. Obtain and analyze existing data from the City and other agencies.
- B. Conduct field reviews.
- C. Collect appropriate traffic data in the area.
- D. Review previous bridge inspections/data.
- E. Summarize existing conditions.

Exhibit A – Scope of Work

Task 2: Plan Development and Recommendations

- A. Identify and review potential impacts of bridge closure.
- B. Evaluate options on future pedestrian accessibility.
- C. Prepare an estimates of reconstruction/rehabilitation costs.
- D. Present findings and solicit comments from the City.
- E. Prepare and submit draft report.
- F. Revise report based on comments received.
- G. Submit final report.

Project Schedule

It is intended that the study will progress according to the schedule as shown in the figure below.

Project Schedule						
Task	Months					
	1	2	3	4	5	6
1. Existing Conditions						
2. Plan Development and Recommendations						

Exclusions from Scope of Work

The following services are not included in the scope of services: construction drawings, road or utility engineering designs, and any other services not specifically listed in the project scope. Any Government Entity directed changes to the final Advanced Planning Report document after the Government Entity's approval of the draft revisions shall be reimbursed in accordance with allocated billing rates in effect at the time the services are performed.

Crash Data Restrictions

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Bicycle and Pedestrian Plans, Congestion Management Process or Plan), and other documents that include narrative or tabular project listings or descriptions.

Regional Planning Commission of Greater Birmingham

Project City/County Description Scope of Work	Brookwood Green Trace Bridge Study		
	Vestavia Hills		
	APPLE		
	Planning & Design		
	Regional Planning Commission of Greater Birmingham		
	Fee Proposal		
PERSONNEL COST			
APPLE: man days x daily rate			
Michael Kaczorowski Principal Planner/Project Manager	4.00	\$ 234.69	\$ 938.76
Total Labor			\$ 938.76
Fringe Rate (Total Labor x Fringe Rate)		58.00%	\$ 544.48
Sub-Total (Total Labor + Fringe)			\$ 1,483.24
Indirect Rate (Sub-Total x Indirect Rate)		70.00%	\$ 1,038.27
Total Labor and Indirect (Sub-Total + Indirect Rate)			\$ 2,521.51
Out-of-Pocket Expenses**			
Printing and Travel Costs			\$ 40.20
Total Out-of-Pocket Expenses			\$40.20
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Gresham Smith			\$ 57,429
Total Sub-Consultants Cost			\$57,429.00
		TOTAL FEE	\$ 59,990.71
	APPLE		\$ 47,992.57
	Local Match		\$11,998.14
	Total Local Match		\$11,998.14

Project City/County Description Scope of Work	Brookwood Green Trace Bridge Study						
	Vestavia Hills						
	APPLE						
	Planning & Design						
	Regional Planning Commission of Greater Birmingham						
Brookwood Green Trace Bridge Study	Man-days						
	Michael Kaczorowski Principal Planner/Project Manager						
	Task 1	2.00					
		2.00	0.00	0.00	0.00	0.00	0.00
	Task 2	2.00					
		2.00	0.00	0.00	0.00	0.00	0.00
	Total	4.00	0.00	0.00	0.00	0.00	0.00

Project County Description Scope of Work	Brookwood Green Trace Bridge Study				
	Vestavia Hills				
	APPLE				
	Planning & Design				
	Regional Planning Commission of Greater Birmingham				
Expenses					
TRAVEL COST					
Mileage Cost		Trips	Miles/Trip	\$/Mile	Total
Public Meetings, Workshops, and Charrettes		1	20	\$0.670	\$ 13.40
Site Visits		0	0	\$0.670	\$ -
Stakheolder or Advisory Group Meetings		2	20	\$0.670	\$ 26.80
Other mtgs/deliverables		0	0	\$0.670	\$ -
					\$ -
			Total Mileage Cost		\$ 40.20
Subsistence Cost		Days	# People	\$/Day	Total
		0	0	\$0.00	\$ -
		0	0	\$0.00	\$ -
		0	0	\$0.00	\$ -
		0	0	\$0.00	\$ -
		0	0	\$0.00	\$ -
		0	0		\$ -
			Total Subsistence Cost		\$ -
			Total Travel Cost		\$ 40.20
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Maps - 24x36	0	1	0	\$ 10.00	\$ -
Plan Poster	0	1	0	\$ 5.00	\$ -
Interim Deliverables (Tech Memos)	0	10	0	\$ 0.50	\$ -
Draft Plan Document	0	40	0	\$ 0.50	\$ -
Final Plan Document	0	40	0	\$ 0.50	\$ -
Final Plan USB Drive	0	1	0	\$ 3.00	\$ -
Total Printing/Reproduction Cost					\$ -

Total Out-of-pocket Expenses	\$ 40.20
-------------------------------------	-----------------

Project No.	
County	Jefferson
Description	Vestavia Hills Brookwood Green Trace Bridge APPLE Study
Scope of Work	APPLE Feasibility Study
Project Length	0.00 Miles
Consultant	Gresham Smith

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	\$0
Field Surveys	\$0
Preliminary Roadway Plans	\$57,429
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$0
Bridge Plans	\$0
GRAND TOTAL FEE	\$57,429

Combined overhead rate (%) >>>>>>>>>>>>	173.28
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Facilities Capital Cost of Money (if used) >>>>>	1.35
--	------

LABOR RATES

Classification	Daily Rate
Project Manager	\$584.97
Senior Roadway Engineer	\$596.90
Roadway Engineer	\$427.92
Senior Bridge Engineer	\$725.00
Bridge Engineer	\$575.00
Bridge EIT / Senior Designer	\$275.04
Environmental / Planner	\$288.26
Clerical	\$265.36
PLS	\$0.00
Survey Crew	\$0.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Blair C. Perry

11/20/2024

Signed

Date _____

Alabama State Leader - Transportation

Position/Title

Project No. _____ County Jefferson Description Vestavia Hills Brookwood Green Trace Bridge APPLE Study Scope of Work APPLE Feasibility Study Project Length 0.00 Miles Consultant Gresham Smith						
BRIDGE STUDY	Senior Roadway Engineer	Roadway Engineer	Senior Bridge Engineer	Bridge Engineer	Bridge EIT / Sr. Designer	Environmental / Planner
Task 1 - Project Kickoff and Data Gathering						
1.1 Obtain available mapping from RPCGB, City or Counties		0.15				
1.2 Obtain and review bridge inspection records and plans for existing bridge. Obtain and review FEMA flood plain mapping.	0.15		0.25		0.55	
1.3 Site visit to take photographs and measurements	0.05				0.15	
1.4 Prepare for and meet with City to confirm goals and objectives, constraints, etc. for the project and gather information from City	0.10	0.15	0.15		0.15	
1.5 Coordinate with RPCGB to obtain traffic counts	0.05	0.05				
1.6 Coordinate with ALDOT on plans for US-280 widening and access management in the area of Brookwood Green Trace	0.05	0.10				
1.7 Coordinate with ALDOT's Bridge Load Rating Section to obtain additional bridge load rating information/files and model; Review information	0.15		0.50			
1.8 Internal Team Kickoff Meeting	0.15	0.15	0.15		0.15	
Task 1 Totals	0.70	0.60	1.05	0.00	1.00	0.00
Task 2 - Enhanced Load Rating Evaluation of Existing Bridge						
2.1 Model existing bridge and determine load rating			1.00		4.00	
Task 2 Totals	0.00	0.00	1.00	0.00	4.00	0.00

BRIDGE STUDY	Senior Roadway Engineer	Roadway Engineer	Senior Bridge Engineer	Bridge Engineer	Bridge EIT / Sr. Designer	Environmental / Planner
Task 3 - Alternatives Analysis						
3.1 Coordinate process for revising load posting with ALDOT Load Rating Section	0.15		0.15			
3.2 Submit enhanced load rating to ALDOT and coordination with ALDOT Load Rating Section	0.15		0.25			
3.3 Develop short term repair and/or maintenance recommendations and estimated costs			0.25		0.50	
3.4 Develop bridge rehabilitation options			0.50		1.00	
3.5 Develop preliminary cost estimates for bridge rehabilitation options			0.25		0.50	
3.6 Conduct traffic analysis/assessment for closure of bridge. Includes development of maps showing how traffic will access current and future developments on both sides of bridge	0.50	0.75				
3.7 Develop up to three (3) alternatives for replacement of bridge (culvert, prefabricated structure, conventional bridge).						
3.7a Drainage basin delineation, peak flow calculations and preliminary drainage structure sizing (box/bridge culvert and ConSpan or similar prefabricated structure). Includes investigation to determine size of downstream structure US-280.	0.25	0.75				
3.7b Develop concept plan drawings for one (1) box/bridge culvert and one (1) ConSpan or similar prefabricated structure replacement alternatives	0.50	1.00				
3.7c Perform preliminary design for bridge geometry (spans, beam types/depths)			1.50		2.00	
3.7d Develop preliminary bridge layout drawings (type, size & location) for up to two (2) replacement alternatives.			1.00		2.00	
3.7e Review replacement alternatives for major utility conflicts/relocations needed	0.10	0.25				
3.7f Review replacement alternatives for additional right of way or easements needed	0.10	0.25				
3.8 Meet with City to review preliminary alternatives	0.25	0.25	0.25			
3.8a Refine bridge alternative layouts based on City input/comments	0.25	0.50	0.25		0.50	
3.9 Develop preliminary cost estimates for replacement bridge - culvert/box/bridge culvert alternative and bridge alternative	0.50	1.00	0.50		1.00	

BRIDGE STUDY	Senior Roadway Engineer	Roadway Engineer	Senior Bridge Engineer	Bridge Engineer	Bridge EIT / Sr. Designer	Environmental / Planner
3.10 Conduct high level environmental screening						0.50
Task 3 Totals	2.75	4.75	4.90	0.00	7.50	0.50
Task 4 - Public Engagement/Input						
4.1 Coordinate public engagement with City	0.10	0.15				
4.2 Develop and install signage with QR code. Set up Social Pinpoint site to obtain public input on alternatives		0.25				2.75
4.3 Review and summarize public input received	0.15	0.25				0.25
Task 4 Totals	0.25	0.65	0.00	0.00	0.00	3.00
Task 5 - Bridge Study Report						
5.1 Prepare draft bridge study report and exhibits	1.00	3.50	0.25		1.00	
5.2 Review draft bridge study report with City and RPCGB	0.25	0.25				
5.3 Prepare and submit final bridge study report	0.50	1.00	0.25		1.00	
Task 5 Totals	1.75	4.75	0.50	0.00	2.00	0.00
TOTALS - ALL TASKS	5.45	10.75	7.45	0.00	14.50	3.50
FEASIBILITY STUDY TOTALS	5.45	10.75	7.45	0.00	14.50	3.50

Project No. _____			
County Jefferson			
Description Vestavia Hills Brookwood Green Trace Bridge APPLE Study			
Scope of Work APPLE Feasibility Study			
Project Length 0.00 Miles			
Consultant Gresham Smith			
Fee Proposal (Bridge Replacement Feasibility Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	1.08	\$ 584.97	\$ 631.77
Senior Roadway Engineer	5.45	\$ 596.90	\$ 3,253.11
Roadway Engineer	10.75	\$ 427.92	\$ 4,600.14
Senior Bridge Engineer	7.45	\$ 725.00	\$ 5,401.25
Bridge Engineer	0.00	\$ 575.00	\$ -
Bridge EIT / Senior Designer	14.50	\$ 275.04	\$ 3,988.08
Environmental / Planner	3.50	\$ 288.26	\$ 1,008.91
Clerical	0.25	\$ 265.36	\$ 66.34
Total Direct Labor			\$ 18,949.60
Combined Overhead (%)	173.28		\$ 32,835.87
Sub-Total			\$ 51,785.47
Out-of-Pocket Expenses**			\$ 190.20
Sub-Total			\$ 51,975.67
Operating Margin (10%)			\$ 5,197.57
Sub-Total			\$ 57,173.24
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 57,173.24
Facilities Capital Cost of Money (% of Direct Labor)	1.35	\$	255.82
TOTAL FEE			\$ 57,429.06

Project No.	#REF!			
County	#REF!			
Description	Vestavia Hills Brookwood Green Trace Bridge APPLE Study			
Scope of Work	APPLE Feasibility Study			
Project Length	0.00 Miles			
Consultant	Gresham Smith			
Out-of-pocket Expenses (Bridge Replacement Feasibility Study)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Site from Bham	3	12	\$0.670	\$ 24.12
Trips to Vesvavia City Hall	2	12	\$0.670	\$ 16.08
	0	0	\$0.670	\$ -
	0	0	\$0.670	\$ -
Total Mileage Cost				\$ 40.20
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 40.20
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
Yard signs for public involvement				\$ 150.00
Total Out-of-pocket Expenses				\$ 190.20
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

RESOLUTION NUMBER 5539

**A RESOLUTION TO APPOINT A MEMBER TO THE
BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY**

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

1. Mayor Ashley Curry has recommended Mike Fliegel to be appointed to the Birmingham Jefferson County Transit Authority; and
2. The Mayor and City Council concur that Mike Fliegel shall and is hereby appointed as a member of the BJCTA to represent the City of Vestavia Hills; and
3. Said appointment shall begin immediately and shall expire May 30, 2026; and
4. This Resolution Number 5539 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 16th day of
December, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

MEMORANDUM

TO: Vestavia Hills City Council

FROM: Ashley C. Curry, Mayor

DATE: December 10, 2024

RE: Birmingham Jefferson County Transit Authority Appointment

Paige Coker, current Birmingham Jefferson County Transit Authority (BJCTA) representative for the City of Vestavia Hills, has notified me that she will need to resign from this position due to a change with her work obligations. Ms. Coker's resignation will be effective January 1, 2025. Her term on the BJCTA Board of Directors expires on May 30, 2026.

I am recommending Mike Fliegel to fill the unexpired term of Ms. Coker and be the representative for the City of Vestavia Hills for the BJCTA Board of Directors.

I would like to express my appreciation to Paige for volunteering her time to serve on this Board. I also appreciate Mike's willingness to volunteer for this position. I know his input will be an asset to this most important Board.

Thank you.

CC: Rebecca Leavings, Vestavia Hills City Clerk

ORDINANCE NUMBER 3254

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

WHEREAS, on the 23rd day of September, 2024, 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:

2686 Altadena Road
Lot 4, Altadena Park (MB 55/MP 9)
Estate of Mary N. Russell, 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 13th day of January, 2025.

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 # 3254 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 January, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

2686 Altadena Road



Annexation Committee Petition Review

Property 2686 Altadena Rd

Owners: Marley McWilliams

Date: 8/26/2024

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 \$412,000. Meets city criteria: Yes ☒ No ☐
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes ☐ No ☐
Number of total homes N/A Number in city _____
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes ☒ No ☐ Comment _____

Property: 2686 Altona Rd

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: _____

[Signature]

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

Other Comments: _____

[Signature]
George Pierce
Chairman

**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
====>	2686 Altadena Road	Property Address		
====>	\$ 412,000	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$41,200.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$846.66	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$1,184.50	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$2,031.16	Total County remits to City for split with BOE		CITY	
\$622.12	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$337.84	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$846.66	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,144.46	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,991.12	TOTAL ANNEXATION REVENUE BENEFIT		

Legend	
City Revenue	
BOE Revenue	

PARCEL #: 28 00 28 4 001 035.000
OWNER: RUSSELL S E JR & MARY N
ADDRESS: 2686 ALTADENA RD VESTAVIA AL 35243-4504
LOCATION: 2686 ALTADENA RD BHAM AL 35243

[111-B0] Baths: 3.0 H/C Sqft: 2,290
18-013.0 Bed Rooms: 4 Land Sch: A114
Land: 171,200 Imp: 240,800 Total: 412,000
Acres: 0.000 Sales Info: \$0

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

Tax Year : 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

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

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$412,000.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$171,200
LAND VALUE 20% \$0
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
UTILITY STEELOR 26SAPFA \$700
BLDG 001 111 \$240,100

TOTAL MARKET VALUE [APPR. VALUE: \$412,000]: \$412,000

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER

DATE

[6143-362](#)

05/15/1969

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/2/2023	2023	ESTATE OF MARY N RUSSELL	\$1,769.32
11/28/2022	2022	RUSSELL S E JR & MARY N	\$1,689.10
2/23/2022	2021	RUSSELL S E JR	\$1,718.88
1/6/2021	2020	S.E.RUSSELLJR	\$1,560.91
	2019		\$0.00
12/13/2018	2018		\$1,521.67
12/4/2017	2017	S. E. RUSSELLJR	\$1,516.44
12/6/2016	2016	-	\$1,449.30
12/8/2015	2015	S.E.RUSSELLJR	\$1,258.30
12/3/2014	2014	S.E.RUSSELLJR	\$1,363.84
11/22/2013	2013	-	\$1,363.84
12/6/2012	2012	RUSSELL S E JR & MARY N	\$1,435.34
20111210	2011	***	\$1,452.35
20101208	2010	***	\$1,448.87
20091207	2009	***	\$1,448.87
20081231	2008	***	\$1,278.35
20061212	2006	***	\$1,051.66
20051221	2005	***	\$1,027.25
20041210	2004	***	\$1,005.02
20031120	2003	***	\$971.88
20021203	2002	***	\$802.27
20011204	2001	***	\$802.27
20001211	2000	***	\$706.78
19991206	1999	***	\$851.10
19981203	1998	***	\$832.08
19971212	1997	***	\$784.54
19961218	1996	***	\$784.54



Aug 6, 2024

ANX-24-5

Board of Education Review

Annexation Application

Status: Complete

Became Active: Jul 19, 2024

Assignee: Scott Brown

Completed: Jul 23, 2024

Applicant

Marley R. McWilliams
marley@jhwcpas.com
210 Calmont Wood s Dr
Montevallo, AL 35115
205-540-0589

Primary Location

2686 ALTADENA RD
VESTAVIA HILLS, AL 35243

Owner:

Samuel E. Russell
2686 Altadena Road Vestavia Hills, AL 35243

Comments

Scott Brown, Jul 23, 2024

No objection



Aug 6, 2024

ANX-24-5

Engineering/Public Works Review

Annexation Application

Status: Complete

Became Active: Jul 19, 2024

Assignee: Christopher Brady

Completed: Aug 2, 2024

Applicant

Marley R. McWilliams
marley@jhwcpas.com
210 Calmont Wood s Dr
Montevallo, AL 35115
205-540-0589

Primary Location

2686 ALTADENA RD
VESTAVIA HILLS, AL 35243

Owner:

Samuel E. Russell
2686 Altadena Road Vestavia Hills, AL 35243

Comments

Christopher Brady, Aug 2, 2024

no concerns noted



ANX-24-5

Annexation Application

Status: Active

Submitted On: 5/2/2024

Primary Location

2686 ALTADENA RD
VESTAVIA HILLS, AL 35243

Owner

Samuel E. Russell
Altadena Road 2686 Vestavia
Hills, AL 35243

Applicant

 Marley R. McWilliams
 205-540-0589
 marley@jhwcpas.com
 210 Calmont Wood s Dr
Montevallo, AL 35115

Owner Information

Owner's Name* 

Mary N. Russell

Owner Mailing Address Inc. City, State, Zip*

2686 Altadena Road Vestavia Hills AL 35243

Property Information

Address of Property to be annexed?*

2686 Altadena Road Vestavia Hills AL
35243

Legal Description of Property to be Annexed* 

Lot 4, Map Bk 55, p.9

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 28 4 001 035.00

County Zoning Classification

JC E-1

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH E-2

Desired Zoning Classification

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

Selling parents' home and wish for it to be in Vestavia City School System

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

—

Name of Child

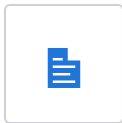
Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information ?

Attachments



Owner's Notarized Affidavit

Owner Affidavit with Letters Testamentary and Deed.pdf
Uploaded by Marley R. McWilliams on May 2, 2024 at 2:37 PM

REQUIRED



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:

Brandon E Russell Lot 4 Blk _____ Survey Parcel ID 28 00 28 4 001 035 .00
Marley R. McWilliams Lot 4 Blk _____ Survey Map BK 55, p. 9

STATE OF ALABAMA

Jefferson COUNTY

Marley R. McWilliams 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.

Marley R. McWilliams
Signature of Certifier

Subscribed and sworn before me on this 1st day of May, 2024.



Sherry J. Martin
Notary Public

My Commission Expires: December 6, 2027

LETTERS TESTAMENTARY

IN THE MATTER OF THE ESTATE OF:

**IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA**

MARY KATHERINE NAUGHTON RUSSELL a/k/a

MARY N. RUSSELL

Deceased

CASE NO. 23BHM01173

LETTERS TESTAMENTARY

The Will of the above-named deceased having been duly admitted to record in said county, **Letters Testamentary** are hereby granted to **BRANDON E. RUSSELL and MARLEY R. MCWILLIAMS** the Personal Representative named in said will, who has complied with the requisitions of the law and is authorized to administer the estate. Subject to the priorities stated in §43-8-76, Code of Alabama (1975, as amended), the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers authorized in transactions under §43-2-843, Code of Alabama (1975, as Amended).

WITNESS my hand this date 11th day of **MAY 2023**

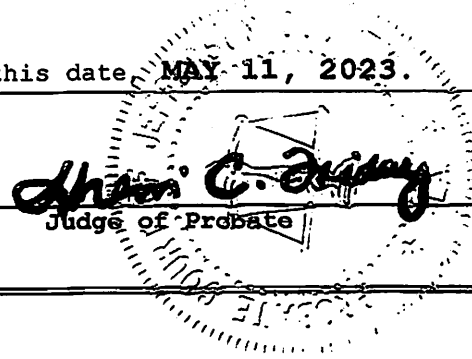
(SEAL)

SHERRI C. FRIDAY

Judge of Probate

I, Sherri C. Friday, Judge of Probate Court of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the **Letters Testamentary** issued in the above styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

WITNESS my hand and seal of said Court this date **MAY 11, 2023.**


Judge of Probate

LR200605 Pg 7988

SEND TAX NOTICE TO:
Mr. & Mrs. S.E. Russell Jr.
2686 Altadena Road
Birmingham, Alabama 35243

This instrument was prepared by:
Samuel E. Russell Jr.
2686 Altadena Road
Birmingham, Alabama 35243

Form 1-1-27 Rev. 1-66

WARRANTY DEED- JOINT TENANTS WITH RIGHT OF SURVIVORSHIP- Magic City Title Company, Inc., Birmingham, Alabama

STATE OF ALABAMA

JEFFERSON COUNTY } **KNOW ALL MEN BY THESE PRESENTS:**

500-

That in consideration of the desire to terminate the tenancy in common of the undersigned grantor (whether one or more), I or we, **SAMUEL E. RUSSELL JR. AND WIFE, MARY N. RUSSELL**, (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **SAMUEL E. RUSSELL JR. AND WIFE, MARY N. RUSSELL**, (herein referred to as grantee, whether one or more), as joint tenants, with right of survivorship, the following described real estate, situated in JEFFERSON County, Alabama, to-wit:

Lot 4, according to the map and survey of Altadena Park, as same is recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Map Book 55, Page 9. Mineral and mining rights excepted and subject to the following exceptions:

1. Current state, county and city taxes.
 2. Easements and restrictions of record.
- It is the intent of this deed to terminate the tenancy in common and to convey all interest of grantors as tenants in common to themselves as joint tenants with right of survivorship.
 - S.E. Russell Jr. and Samuel E. Russell Jr. are one and the same person.

TO HAVE AND TO HOLD to the said grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenants with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises: that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set My hand(s) and seal(s), this 14th day of MARCH, 2006.

LR200605 Pg 7988

Samuel E. Russell Jr.
Samuel E. Russell Jr.

Mary N. Russell
Mary N. Russell

STATE OF ALABAMA

JEFFERSON COUNTY }

General Acknowledgement

I, Sherry J. Markin, a Notary Public in and for said County, in said State, hereby certify that Samuel E. Russell Jr. and wife, Mary N. Russell whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of MARCH, 2006

Sherry J. Markin
Notary Public

PARCEL #: 28 00 28 4 001 035.000
OWNER: RUSSELL S E JR & MARY N
ADDRESS: 2686 ALTADENA RD VESTAVIA AL 35243-4504
LOCATION: 2686 ALTADENA RD BHAM AL 35243

[111-B0] Baths: 3.0 H/C Sqft: 2,290
18-013.0 Bed Rooms: 4 Land Sch: A114
Land: 171,200 Imp: 240,800 Total: 412,000
Acres: 0.000 Sales Info: \$0

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

Tax Year : 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

		Code	Acerage	Square Foot	Market Value	CU. Value
A114	3	111 HOUSEHOLD UNITS	1.07	46609.2	\$171,200.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

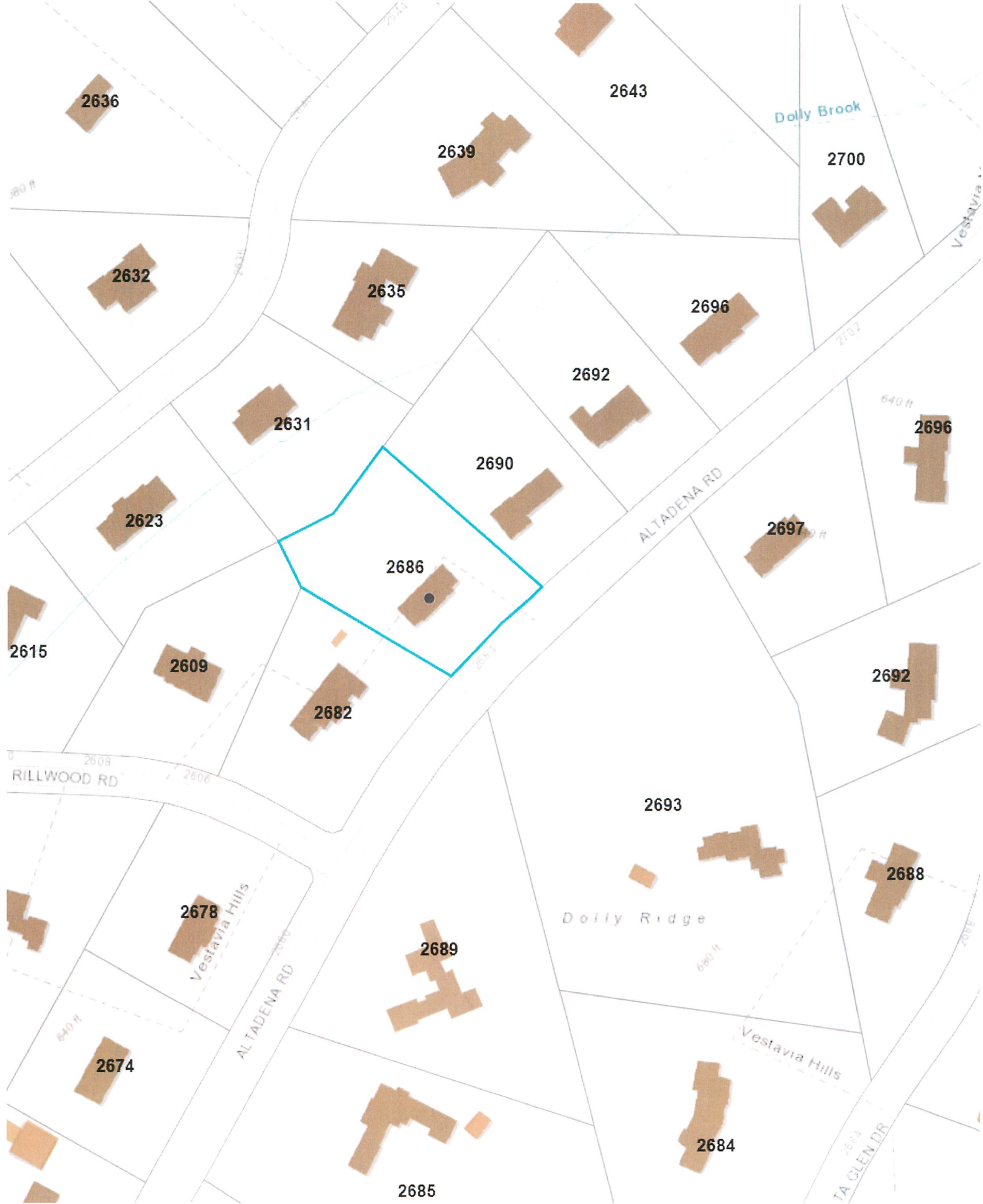
SUB DIVISON1: ALTADENA PARK MAP BOOK: 55 PAGE: 9
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK: 0
PRIMARY LOT: 4 SECONDARY LOT: 0

METES AND BOUNDS: LOT 4 ALTADENA PARK

SALES INFORMATION

No Sales Information on Record



ORDINANCE NUMBER 3255

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 VESTAVIA HILLS E-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 Vestavia Hills E-1 (estate residential district) to Vestavia Hills E-2 (estate residential district):

2686 Altadena Road
Lot 4, Altadena Park
Marley R. McWilliams, Owner(s)

APPROVED and ADOPTED this the 13th of January, 2025.

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 3255 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 January, 2025 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 _____, 2025.

Rebecca Leavings
City Clerk





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-24-12

Owner Name: Estate of Mary N. Russell

Owner Address: 2686 Altadena Road Vestavia Hills 35243

Representative: Marley R. McWilliams
Rep. 210 Calmont Woods Drive
Address: Montevallo, AL 35115

Project Address: 2686 Altadena Road

Legal Description: Map Number: 28 00 28 4 001 Code1: 0 Code2: 0 Sub Division1: Section1: 28
Township1: 18S Range1: 02W Lot DIM1: 0 Lot DIM2: 0 Acres: 0.000 Metes and
Bounds: Lot 4 Altadena Park

Parcel ID Number: 28 00 28 4 001 035.000

Current Zoning: Jefferson County E-1

Requested Zoning: Vestavia Hills E-2

Intended Purpose: compatible rezoning for the purpose of annexation

P&Z

Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 2686 Altadena Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Blackenburg. Motion was carried on a roll call; vote as follows:
Mr. Farrell – yes Mr. Romeo – yes
Mr. Honeycutt – yes Mr. Maloof – yes
Mr. Blakenburg – yes
Ms. Cochran – yes
Motion carried.

Date of P&Z Meeting: November 14, 2024

Authorized by:

Issued by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair
Conrad Garrison, City Planner

ORDINANCE NUMBER 3256

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

WHEREAS, on the 23rd day of September, 2024, 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:

2701 Alta View Drive
Lot 5, Altadena Estates (MB 44/MP 64)
H. Stephen and Joanne Williamson, 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 13th day of January, 2025.

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 # 3256 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 January, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

2701 Alta View Drive



Legend

 Vestavia Hills City Limit

JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

**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
====>	2701 Alta View Drive	Property Address		
====>	\$ 537,900	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$53,790.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$1,105.38	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$1,546.46	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$2,651.85	Total County remits to City for split with BOE		CITY	
\$812.23	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$441.08	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$1,105.38	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,799.77	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$3,905.15	TOTAL ANNEXATION REVENUE BENEFIT		

Legend	
City Revenue	
BOE Revenue	

PARCEL #: 28 00 28 4 003 018.000
OWNER: WILLIAMSON H S & JOANNE L
ADDRESS: 2701 ALTA VIEW DR BIRMINGHAM AL 35243
LOCATION: 2701 ALTA VIEW DR BHAM AL 35243

[111-B+] Baths: 3.5 H/C Sqft: 2,292
18-013.0 Bed Rooms: 4 Land Sch: A114
Land: 182,100 Imp: 355,800 Total: 537,900
Acres: 0.000 Sales Info: 09/02/2021 \$196,600

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

Tax Year : 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	X
EXEMPT CODE:	3-2	DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	\$537,900.00	BOE VALUE:	0

VALUE

LAND VALUE 10%	\$182,050
LAND VALUE 20%	\$0
CURRENT USE VALUE	[DEACTIVATED] \$0

CLASS 2

CLASS 3

GARAGE WOOD OR	24WCBFG	\$41,200
BLDG 001	111	\$314,600

TOTAL MARKET VALUE [APPR. VALUE: \$537,900]: \$537,850

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2021102608	9/2/2021
201460-13452	2/7/2014
6203-275	08/11/1959

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/11/2024	2023	H.S. WILLIAMSON OR JOANNE WILLIAMSON	\$2,164.34
1/15/2023	2022	WILLIAMSON H S & JOANNE L	\$2,164.34
1/12/2022	2021	WILLIAMSON, H. S.	\$2,154.74
1/15/2021	2020	H S WILLIAMSON	\$1,996.04
1/9/2020	2019	-	\$1,887.04
1/3/2019	2018	H. S. WILLIAMSON	\$2,066.67
1/8/2018	2017	H. S. WILLIAMSON	\$2,029.18
12/31/2016	2016	-	\$1,957.67
1/11/2016	2015	WILLIAMSON H S	\$1,962.67
1/16/2015	2014	-	\$1,432.85
	2013		\$0.00
	2012		\$0.00
20061231	2006	***	\$862.44
20041215	2004	***	\$990.97
20031231	2003	***	\$1,934.83
20021231	2002	***	\$1,593.15
20011231	2001	***	\$1,593.15
20001207	2000	***	\$1,593.15
19991231	1999	***	\$1,593.15
19981231	1998	***	\$1,342.16
19971231	1997	***	\$1,342.16
19961228	1996	***	\$1,327.16

Annexation Committee Petition Review

Property: 2701 Alta View Dr

Owners: Joanne Williamson

Date: 8/26/2024

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 \$537,000. 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 13 Number in city 10
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: 2701 Alta View Dr

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 _____; Plan to enroll in VH
schools Yes ☐ No ☒ Comments: _____

Other Comments: _____



George Pierce
Chairman



ANX-24-9

Engineering/Public Works Review

Annexation Application

Status: Complete

Became Active: Jul 19, 2024

Assignee: Christopher Brady

Completed: Aug 2, 2024

Applicant

Joanne Williamson
williamsonjoanne54@gmail.com
2701 Alta View Drive
Vestavia Hills, AL 35243
205-999-0981

Primary Location

2701 ALTA VIEW DR
VESTAVIA HILLS, AL 35243

Owner:

H. Steve & Joanne Williamson
2701 ALTA VIEW DR BIRMINGHAM, AL 35243-4514

Comments

Christopher Brady, Aug 2, 2024

no significant concerns noted. There is an undersized clay pipe in the roadway near the front corner of the property, but remains a split maintenance responsibility with Jefferson County.

Joanne Williamson, Aug 2, 2024

Christopher, when you face the house, is it to the left or to the right? Thank you. Joanne Williamson

Christopher Brady, Aug 2, 2024

Thanks Joanne. I think I met with Mr. Williamson while on site yesterday. This pipe is front left corner of your yard as facing the house from the street. He mentioned some erosion concerns in this area. I am not 100% certain if it is on your side of the property line, but it might be worthwhile for us to reach out to Jefferson County Roads and Transportation to help us review and see if they can provide any input.

Joanne Williamson, Aug 2, 2024

Thank you! Steve didn't mention that to me - we had company yesterday, so I was involved with cooking, etc. I want to bulldoze what's to the left of us - it's a hot mess.



Aug 6, 2024

ANX-24-9

Board of Education Review

Annexation Application

Status: Complete

Became Active: Jul 19, 2024

Assignee: Scott Brown

Completed: Jul 23, 2024

Applicant

Joanne Williamson
williamsonjoanne54@gmail.com
2701 Alta View Drive
Vestavia Hills, AL 35243
205-999-0981

Primary Location

2701 ALTA VIEW DR
VESTAVIA HILLS, AL 35243

Owner:

H. Steve & Joanne Williamson
2701 ALTA VIEW DR BIRMINGHAM, AL 35243-4514

Comments

Scott Brown, Jul 23, 2024

No objection



ANX-24-9

Annexation Application

Status: Active

Submitted On: 6/13/2024

Primary Location

2701 ALTA VIEW DR
VESTAVIA HILLS, AL 35243

Owner

H. Steve & Joanne Williamson
2701 ALTA VIEW DR
BIRMINGHAM, AL 35243-4514

Applicant

 Joanne Williamson
 205-999-0981
 williamsonjoanne54@gmail.com
 2701 Alta View Drive
Vestavia Hills, AL 35243

Owner Information

Owner's Name*

H. Stephen & Joanne L Williamson

Owner Mailing Address Inc. City, State, Zip*

2701 Alta View Drive, Vestavia Hills, AL 35243

Property Information

Address of Property to be annexed?*

2701 Alta View Drive, Vestavia Hills, AL
35243

Legal Description of Property to be Annexed*

Altadena Estates, P Lot: 5 P BLK:S LOT: 0 S BLK:0 MAP BOOK: 44 MAP PAGE:
64 S;28 T: 18S R: 02W ACRES: 0.00

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 28 4 003 018.000

County Zoning Classification

JC E-1

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH E-2

Desired Zoning Classification

Vestavia Hills

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

Vestavia Hills Police and Fire Protection

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

Age of Child

School Grade of Child

Plan to Enroll in Vestavia Hills School within 2 years?

—

Name of Child

Age of Child

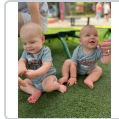
School Grade of Child

Plan to Enroll in Vestavia Hills Schools within 2 years?

Addition children information 

No children.

Attachments



Owner's Notarized Affidavit

Florida 2023 - Cousin Twins.jpg

Uploaded by Joanne Williamson on Jun 13, 2024 at 5:05 PM

REQUIRED



"As Built" survey of property (if available)

Property Survey.jpg

Uploaded by Joanne Williamson on Jun 13, 2024 at 5:15 PM



**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:

Jamie L Williamson Lot 5 Blk _____ Survey Altadena Estates
He Williamson Lot 5 Blk _____ Survey Altadena Estates

STATE OF ALABAMA

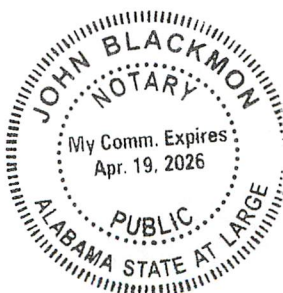
Jefferson COUNTY

Jamie L Williamson and Horace S Williamson 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.

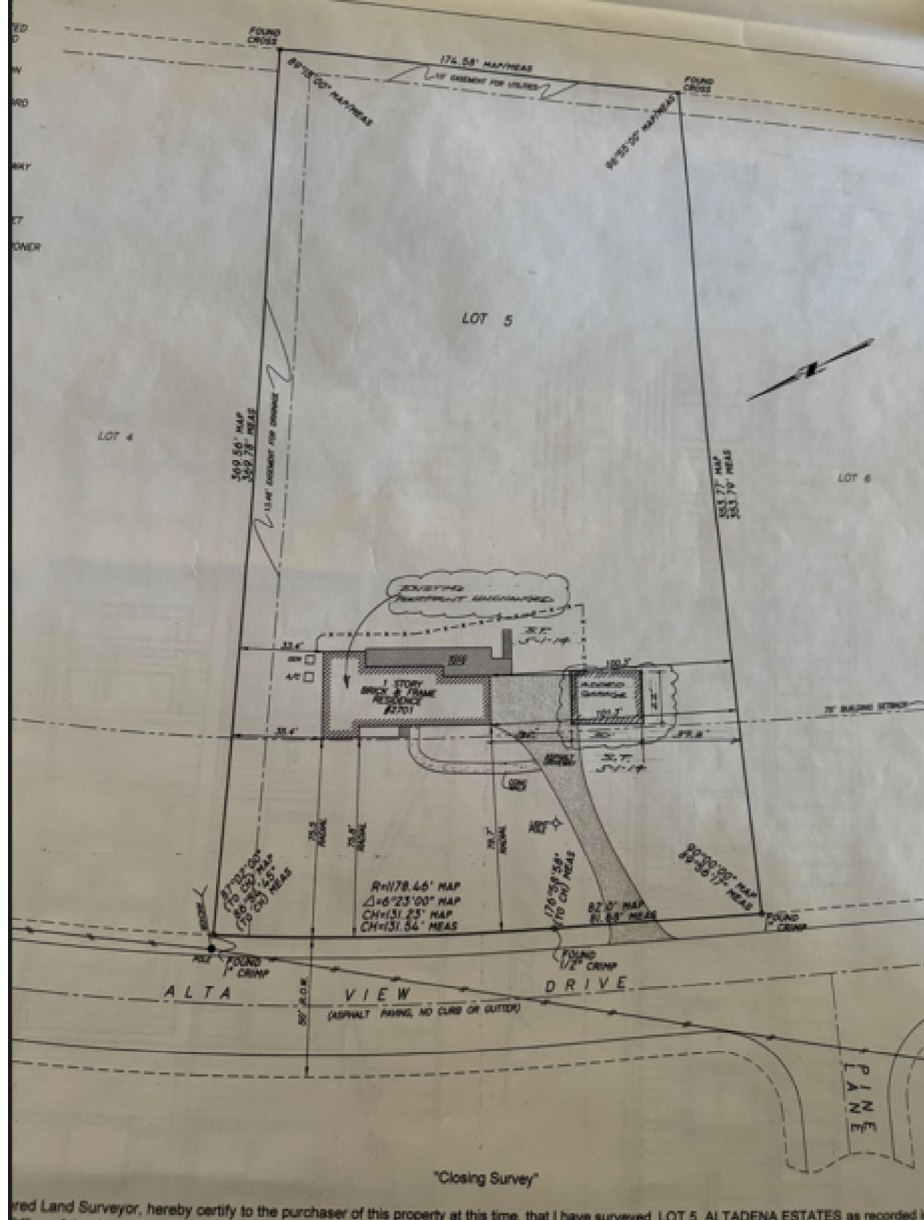
He Williamson
Signature of Certifier

Subscribed and sworn before me on this 17th day of June, 2024.

[Signature]
Notary Public



My Commission Expires: 4/19/26



I, the undersigned Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed LOT 5, ALTADENA ESTATES as recorded in

ORDINANCE NUMBER 3257

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 VESTAVIA HILLS E-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 Vestavia Hills E-1 (estate residential district) to Vestavia Hills E-2 (estate residential district):

2701 Alta View Drive
Lot 5, Altadena Estates
Joanne Williamson, Owner(s)

APPROVED and ADOPTED this the 13th of January, 2025.

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 3257 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 January, 2025 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 _____, 2025.

Rebecca Leavings
City Clerk

2701 Alta View Drive





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-24-13

Owner Name: HS Williamson & Joanne L Williamson

Owner Address: 2701 Alta View Drive, Vestavia Hills, AL
35243

Representative: HS (Steve) or Joanne Williamson
Rep. 2701 Alta View Drive, Vestavia Hills,
Address: AL 35243

Project Address: 2701 Alta View Drive

Legal Description: Personal Home

Parcel ID Number:

Current Zoning: Jefferson County E-1

Requested Zoning: Vestavia Hills E-2

Intended Purpose: Annexation

P&Z

Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 2701 Alta View Dr. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes Mr. Romeo – yes
Mr. Honeycutt – yes Mr. Maloof – yes
Mr. Blakenburg – yes
Ms. Cochran – yes
Motion carried.

Date of P&Z Meeting: November 14, 2024

Authorized by:

Issued by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair
Conrad Garrison, City Planner

ORDINANCE NUMBER 3258

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

WHEREAS, on the 23rd day of September, 2024, 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:

2612 Altadena Road
Lot 2, J.P. Westbrook Est. (MB 27/MP 14)
Beth and Kreg Montgomery, 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 13th day of January, 2025.

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 # 3258 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 January, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

2612 Altadena Road



**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
====>	2612 Altadena Road	Property Address		
====>	\$ 424,300	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$42,430.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
	\$871.94	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
	\$1,219.86	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
	\$2,091.80	Total County remits to City for split with BOE	CITY	
	\$640.69	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
	\$347.93	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

	\$871.94	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
	\$2,208.48	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
	\$3,080.42	TOTAL ANNEXATION REVENUE BENEFIT		

Legend

City Revenue
BOE Revenue

PARCEL #: 28 00 33 2 001 021.000
OWNER: MONTGOMERY KREG
ADDRESS: 728 ST. ANDREWS LANE HOOVER AL 35244
LOCATION: 2612 ALTADENA RD BHAM AL 35243

[111-C0] Baths: 2.0 H/C Sqft: 2,253
18-013.0 Bed Rooms: 4 Land Sch: A114
Land: 216,400 Imp: 207,900 Total: 424,300
Acres: 0.000 Sales Info: 05/05/2023 \$406,200

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

Tax Year : 2024 ▼

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: \$424,300.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$216,350
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

POOL VINYL 300 29VP300 \$11,100
BLDG 001 111 \$196,800

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$424,300]: \$424,250

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER

DATE

[2023043942](#) 5/5/2023
[2017113375](#) 11/1/2017
[2017113374](#) 11/1/2017
[0-0](#) 09/30/1992

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/6/2023	2023	RELI SETTLEMENT SOLUTIONS, LLC	\$2,078.24
12/14/2022	2022	LERETA	\$1,987.06
11/19/2021	2021	LERETA	\$1,980.05
12/16/2020	2020	AVADIAN	\$1,866.82
12/19/2019	2019	LERETA	\$1,787.66
2/21/2019	2018	AVADIAN	\$1,806.50
11/3/2017	2017	JANICE G MONTGOMERY	\$1,806.70
11/16/2016	2016	JANICE MONTGOMERY	\$1,709.51
11/10/2015	2015	JANICE G MONTGOMERY	\$1,709.51
12/4/2014	2014	JANICE G WIONTGOMERY	\$1,628.35
12/21/2013	2013	JANICE MONTGOMERY	\$1,628.35
12/10/2012	2012	MONTGOMERY DORIS MOTES	\$1,690.98
20111231	2011	***	\$1,706.50
20101229	2010	***	\$1,703.50
20091217	2009	***	\$1,703.50
20081217	2008	***	\$1,722.04
20071228	2007	***	\$1,713.03
20061207	2006	***	\$1,169.43
20051119	2005	***	\$1,146.90
20041120	2004	***	\$1,126.86
20031122	2003	***	\$1,096.80
20021129	2002	***	\$896.89
20011117	2001	***	\$896.89
20001104	2000	***	\$896.89
19991208	1999	***	\$896.89
19981108	1998	***	\$926.50
19971127	1997	***	\$926.50
19961116	1996	***	\$921.50

Annexation Committee Petition Review

Property: 2612 Altadena Rd

Owners: Beth Montgomery

Date: 8/26/2024

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 \$424,300. Meets city criteria: Yes ☐ No ☐
Comment: *New construction not yet valued
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: 2612 Altadena Rd

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: _____

Fire Dept concerns of turnaround on driveway

11. Information on children: Number in family 3; Plan to enroll in VH
schools Yes ☒ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman



Aug 6, 2024

ANX-24-11

Fire Department Review

Annexation Application

Status: Complete

Became Active: Jul 19, 2024

Assignee: Ryan Farrell

Completed: Aug 2, 2024

Applicant

Beth Montgomery
montgomerybeth3@gmail.com
3433 Hurricane Road
Hoover, AL 35226
205-454-7511 ext. 00000

Primary Location

2612 ALTADENA RD
Vestavia Hills, AL 35243

Owner:

Kreg Montgomery
2612 Altadena Road Birmingham, ALw 35243

Comments

Ryan Farrell, Aug 2, 2024

- Structure is 240 feet from the roadway and lacks sufficient driveway access and turnaround.



Aug 6, 2024

ANX-24-11

Engineering/Public Works Review

Annexation Application

Status: Complete

Became Active: Jul 19, 2024

Assignee: Christopher Brady

Completed: Aug 2, 2024

Applicant

Beth Montgomery
montgomerybeth3@gmail.com
3433 Hurricane Road
Hoover, AL 35226
205-454-7511 ext. 00000

Primary Location

2612 ALTADENA RD
Vestavia Hills, AL 35243

Owner:

Kreg Montgomery
2612 Altadena Road Birmingham, ALw 35243

Comments

Christopher Brady, Aug 2, 2024

This site is active construction. I have reached out to Jefferson County to confirm all is in compliance with current County requirements. I will continue to monitor progress and determine if City permits are needed as annexation progresses.

Applicant is welcomed to reach out to me at cbrady@vhal.org, (<mailto:cbrady@vhal.org>,) or 205-978-0150 to discuss City permitting procedures.



Aug 6, 2024

ANX-24-11

Board of Education Review

Annexation Application

Status: Complete

Became Active: Jul 19, 2024

Assignee: Scott Brown

Completed: Jul 23, 2024

Applicant

Beth Montgomery
montgomerybeth3@gmail.com
3433 Hurricane Road
Hoover, AL 35226
205-454-7511 ext. 00000

Primary Location

2612 ALTADENA RD
Vestavia Hills, AL 35243

Owner:

Kreg Montgomery
2612 Altadena Road Birmingham, ALw 35243

Comments

Scott Brown, Jul 23, 2024

No objection



ANX-24-11

Annexation Application

Status: Active

Submitted On: 7/16/2024

Primary Location

2612 ALTADENA RD
Vestavia Hills, AL 35243

Owner

Kreg Montgomery
Altadena Road 2612
Birmingham, AL 35243

Applicant

 Beth Montgomery
 205-454-7511 ext. 00000
 montgomerybeth3@gmail.com
 3433 Hurricane Road
Hoover, AL 35226

Owner Information

Owner's Name* 

Kreg Montgomery

Owner Mailing Address Inc. City, State, Zip*

3433 Hurricane Road, Hoover, AL 35226

Property Information

Address of Property to be annexed?*

2612 Altadena Road, Birmingham, AL
35243

Legal Description of Property to be Annexed* 

Estate No. 2 according to the map and plat of JP Westbrook Estate as recorded in map Book 27, page 14 in the Probate Office of Jefferson County, AL

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

28 00 33 2 001 021.000

County Zoning Classification

JC E-1

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VH E-2

Desired Zoning Classification

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

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

school zone for elementary aged children

Are you located in the Rocky Ridge Fire District?*

Yes

Information on Children

Name of Child

Maisie Montgomery

Age of Child

7

School Grade of Child

2

Plan to Enroll in Vestavia Hills School within 2 years?

Yes

Name of Child

Knox Montgomery

Age of Child

4

School Grade of Child

preK

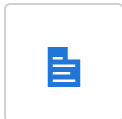
Plan to Enroll in Vestavia Hills Schools within 2 years?

yes

Addition children information ?

Rodes Montgomery, age 1, preschool, plan to enroll in Vestavia schools within 2 years- no

Attachments



Owner's Notarized Affidavit

KregMontgomeryaffidavit.pdf

Uploaded by Beth Montgomery on Jul 16, 2024 at 10:44 AM

REQUIRED



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:

[Signature] Lot 2 Blk — Survey JP Westbrook Estates
____ Lot ____ Blk ____ Survey ____
____ Lot ____ Blk ____ Survey ____
____ Lot ____ Blk ____ Survey ____
____ Lot ____ Blk ____ Survey ____
____ Lot ____ Blk ____ Survey ____

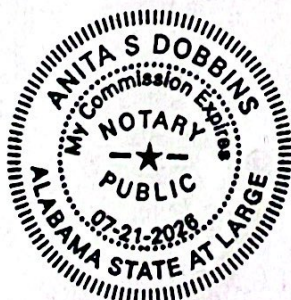
STATE OF ALABAMA

Jefferson COUNTY

Kreg Montgomery 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 15th day of July, 2024.



[Signature]
Notary Public

My Commission Expires: July 21, 2024.

ORDINANCE NUMBER 3259

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 VESTAVIA HILLS E-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 Vestavia Hills E-1 (estate residential district) to Vestavia Hills E-2 (estate residential district):

2612 Altadena Road
Lot 2, Westbrook Estates
Beth Montgomery, Owner(s)

APPROVED and ADOPTED this the 13th of January, 2025.

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 3259 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 January, 2025 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 _____, 2025.

Rebecca Leavings
City Clerk

2612 Altadena Road





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-24-14

Owner Name: Kreg Montgomery

Owner Address: 2612 Altadena Road, Vestavia Hills, AL
35243

Representative: self

Rep. Address: 3433 Hurricane Road, Hoover, AL
35226

Project Address: 2612 Altadena Road, Vestavia Hills, AL 35243

Legal Description: estate

Parcel ID Number:

Current Zoning: Jefferson County E-1

Requested Zoning: Vestavia Hills E-2

Intended Purpose: compatible rezoning for the purpose of annexation

MOTION Mr. Weaver made a motion to recommend Rezoning for 2612 Altadena Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Blackenburg. Motion was carried on a roll call; vote as follows:

P&Z Recommendation: Mr. Farrell – yes Mr. Romeo – yes
Mr. Honeycutt – yes Mr. Maloof – yes
Mr. Blakenburg – yes Ms. Cochran – yes
Motion carried.

Date of P&Z Meeting: November 14, 2024

Authorized by: Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair
Issued by: Conrad Garrison, City Planner



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

December 16, 2024

To: Jeff Downes, City Manager

From: Ryan Farrell, Asst. Fire Chief

Cc: Marvin Green, Fire Chief

RE: Public Hearing - Ordinance Number 3262 - An Ordinance amending Ordinance 2746 and Article III; Section 6-41, *Vestavia Hills Code of Ordinances*; Entitled "Fire Districts Established; Boundaries"

Background:

The original Ordinance 2746 mandates an additional level of safety in commercial Occupancies constructed with wood framing by requiring a fire suppression system. Over the years, we have found that in very small structures, where the risk of death or injury is relatively low, the ordinance creates a financial burden with minimal benefit.

Recommendation:

The addition the verbiage "greater than 1,500 square feet and/or greater than 1 story" has been added to Section 6-4` (1) in order to alleviate this problem.

Fiscal Impact:

na

Attachments:

1. Ordinance 3262

ORDINANCE NUMBER 3262

AN ORDINANCE AMENDING ORDINANCE 2746 AND ARTICLE III; SECTION 6-41, VESTAVIA HILLS CODE OF ORDINANCES, REPUBLISHED 2002; ENTITLED *FIRE DISTRICTS ESTABLISHED; BOUNDARIES*

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

1. Ordinance Number 2746 and Article III, Section 6-41 of the Vestavia Hills Code of Ordinances, Republished 2002, entitled “*Fire Districts Established; Boundaries*,” shall be amended to read in its entirety as follows:

“ARTICLE III. FIRE DISTRICTS.

Sec. 6-41. Fire districts established; boundaries.

Two (2) fire districts, namely, the First Fire District and the Second Fire District be and the same are hereby established for property located within the city limits of the city as follows:

- 1) First Fire District. Any and all property and buildings greater than 1,500 square feet and/or greater than 1 story situated within the business (B-1, B-1.2, B-2, B-3, MXD, and PUD-PNC, PUD-PB and PUD-PI), professional office building (O-1, O-2, and PUD-PO,) and/or institutional (INST, PUD-PR1 and PUD-PR2) zoning classifications and any existing building whose alterations meet the scope of Level 3 as described by the International Code Council, shall be included in the First Fire District. Type 5 Construction shall be permitted in the First Fire District with the exception that a sprinkler system must be installed in accordance with NFPA-13.
- 2) Second Fire District: Any and all property and buildings situated within residential (E-1, E-2, R-1, R-2, R-3, R-4, R-5, RC-1 R-6, R-7, R-8, R-9, PUD-PR1 and PUD-PR2) zoning classifications shall be included in the Second Fire District as defined under the terms and provisions of “The International Code Council or the International Building Code.”

EFFECTIVE DATE: This Ordinance Number 3262 shall become effective immediately upon adoption and approval following posting/publication as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED, this the 13th day of January, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3262 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 January, 2025, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

December 16, 2024

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None