

**Vestavia Hills**  
**City Council Agenda**  
**September 18, 2017**  
***(rescheduled from September 11, 2017)***  
**6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Jim Sharp, former Councilor and Planning and Zoning Commissioner
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Presentation – Vestavia Hills Police Foundation
7. Presentation – Boy Scout Troop 76
8. Presentation – Vestavia Sunrise Rotary
9. Proclamation – Gynecologic Cancer Awareness Month – September 2017
10. Proclamation – National Assisted Living Week – September 10-16, 2017
11. Proclamation – Constitution Week – September 17-23, 2017
12. Certificate Of Recognition – Lonnie Terry
13. Promotional Ceremony – Marvin Green, Fire Chief, Vestavia Hills Fire Department
14. City Manager’s Report
15. Councilors’ Reports
16. Approval of Minutes – August 16, 2017 (Special Work Session), August 16, 2017 (Special Meeting) and August 28, 2017 (Regular Meeting)

**Old Business**

17. Resolution Number 4975 – A Resolution Approving And Adopting The General Fund Budget, A Special Revenue Fund Budget, A Capital Project Fund Budget, And A Community Services Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2017 Until September 30, 2018 (*public hearing*)
18. Resolution Number 4978 – A Resolution Accepting A Bid For Right-Of-Way Vegetation Control For FY 2018 (*public hearing*)
19. Resolution Number 4979 – A Resolution Accepting A Bid For “Inside The Fence” Recreational Field Maintenance For FY 2018 (*public hearing*)

## **New Business**

20. Resolution Number 4980 – A Resolution Granting Alabama Power Company A Utility Easement For Connection Of Electrical Service At The Former Altadena Valley Country Club
21. Resolution Number 4981 – A Resolution Granting Alabama Power Company A Utility Easement For Connection Of Electrical Service At Byrd Park
22. Resolution Number 4982 – A Resolution Authorizing The City Manager To Issue A Refund To Alliance Wealth Builders For Overpayment Of Their 2013-2017 Business License
23. Resolution Number 4983 – A Resolution Authorizing The Mayor And The City Manager To Execute And Deliver A Three-Year Agreement With Rivertree Systems, Inc., For Auditing Services
24. Resolution Number 4984 – A Resolution Granting Alabama Power Company A Utility Easement For Connection Of Electrical Service At Wald Park
25. Resolution Number 4985 – A Resolution Accepting A Bid For Right-Of-Way Mowing Along Montgomery Highway And Columbiana Road
26. Resolution Number 4986 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Jefferson County Regarding Maintenance Of “Through Roads” In The City Of Vestavia Hills, Alabama

## **New Business (Unanimous Consent Requested)**

### **First Reading (No Action Taken At This Meeting)**

27. Ordinance Number 2730 – Rezoning – 2221 and 2301 Old Columbiana Road; Lots 1 & 2, Polhemus Addition to Vestavia Hills; Continental Equity Corp. and Russell Polhemus, LLC, Owners (*public hearing*)
28. Citizen Comments
29. Motion For Adjournment

**PROCLAMATION**

WHEREAS, gynecologic (GYN) cancers are among the leading cancer killers of women in the United States, and more than 98,000 women will be diagnosed, and more than 30,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and

WHEREAS, the Laura Crandall Brown Foundation and their "A State of Teal" initiative brings awareness of all GYN cancers to the people throughout the State of Alabama; and

WHEREAS, the good health and well-being of women in our state and the City of Vestavia Hills are enhanced by increased awareness of GYN cancers and their symptoms and treatments; and

WHEREAS, it is also crucial that all women in our state and the City of Vestavia Hills take an active role in learning the symptoms and risk factors associated with GYN cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in their early and treatable stages; and

WHEREAS, we reflect upon the memory of those lost to these diseases, the bravery of those currently battling these diagnoses, and the need for increased awareness, screening, and research so that the women of our state and the City of Vestavia Hills might be spared from them in the future;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 2017 as

**GYNECOLOGIC CANCER AWARENESS MONTH**

throughout the City and encourage all residents of Vestavia Hills to work together to raise awareness of GYN cancers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 11th day of August, 2017.

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Ashley C. Curry  
Mayor

## PROCLAMATION

WHEREAS, residents of assisted living communities are active members of the larger community, offering their knowledge, life experiences and involvement; their past contributions continue to be a vital part of Vestavia Hills rich history; and

WHEREAS, assisted living is a critical long term care service for the seniors and individuals with disabilities that fosters choice, dignity, and independence; assisted living communities are committed to excellence, innovation and the advancement of person-centered care; and

WHEREAS, the assisted living facilities in Vestavia Hills are dedicated to not only providing quality care, but also committed to being valued members of the civic community through their involvement in programs benefiting all residents, as well as educating the public about the many ways seniors may continue their contribution to the life of the community; and

WHEREAS, the theme of National Assisted Living Week 2017 is *Family is Forever*, which recognizes the unique bonds assisted living residents and staff members' form;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 10 – 16, 2017 as

### **NATIONAL ASSISTED LIVING WEEK**

and encourage our residents to volunteer in an assisted living community, to visit friends and loved ones who reside at these communities, and to learn more about how assisted living services benefit Vestavia Hills.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 7th day of September, 2017.

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Ashley C. Curry  
Mayor



## PROCLAMATION

WHEREAS, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

WHEREAS, it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to effectively support it, preserve and defend it against all enemies; and

WHEREAS, the 230th anniversary of the signing of the Constitution provides a historic opportunity for all Americans to remember the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities they afforded us in this unique document; and

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, as designated by proclamation of the President of the United States of America in accordance with Public Law 915;

NOW, THEREFORE, I, Ashley C. Curry by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim the week of September 17 - 23, 2017 as

### CONSTITUTION WEEK

in the City of Vestavia Hills, Alabama, and urge all our citizens to pay special attention to our Federal Constitution and the advantage of American citizenship.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 17th day of August, 2017.

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Ashley C. Curry  
Mayor

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **WORK SESSION**

**AUGUST 16, 2017**

The City Council of Vestavia Hills met in a special work session on this date at 1:00 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

**MEMBERS PRESENT:**

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

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick Boone, City Attorney  
Rebecca Leavings, City Clerk  
Dan Rary, Police Chief  
Marvin Green, Asst. Fire Chief  
Christopher Brady, City Engineer  
Taneisha Tucker, Library Director  
Melvin Turner, Finance Director  
George Sawaya, Dep. Finance Director  
Keith Blanton, Building Safety Director  
Darrin Estes, IT Director  
Cinnamon McCulley, Comm. Specialist

Mr. Downes addressed the Council relative to his proposed budget, which was presented at the last regular meeting. He explained the fund balances forecasts, revenues along with proposed budgeted expenses for fiscal year 2018. He emphasized the salient points, which included continued longevity pay increases for employees, funded merit pay increases, hiring of a new IT Technician and an Engineering Technician, hiring three new firefighters, partially funded by a grant, a reorganization of the Municipal Court, and addition of a Community Spaces budget category.

In depth discussions ensued relative to the proposed budget expenditures, revenue projections, individual departmental budgets, data management, digitizing of records, departmental needs and overall goals for the City, etc.

There being no further business, meeting adjourned at 2:52 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**AUGUST 16, 2017**

The City Council of Vestavia Hills met in special session on this date at 6:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

**MEMBERS PRESENT:**

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

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick Boone, City Attorney  
Rebecca Leavings, City Clerk  
Dan Rary, Police Chief  
George Sawaya, Asst. Treasurer  
Bo Seagrist, Business License Admin.  
Taneisha Tucker, Library Director  
Brian Davis, Public Services Director  
Christopher Brady, City Engineer  
Cinnamon McCulley, Communications Specialist  
Alberto C. "Butch" Zaragoza, Former Mayor  
Steve Ammons, Former Councilor  
John Henley, Former Councilor

Brian Davis provided the invocation, followed by the Pledge of Allegiance.

### **OLD BUSINESS**

#### **RESOLUTION NUMBER 4976**

**Resolution Number 4976 – A Resolution Authorizing The Mayor To Execute And Deliver An Addendum To The Employment Contract For The City Manager (*public hearing to be held August 16, 2017 at 6:00 p.m.*)**

**MOTION** Motion to approve Resolution Number 4976 was made by Mr. Weaver and second was by Mr. Pierce.

The Mayor opened the meeting by reading from a prepared statement that he had made which he asked to be part of the record:

*“Jeff Downes recently celebrated his four-year anniversary as the City Manager of the City of Vestavia Hills. During his tenure, Vestavia Hills has seen numerous improvements and significant financial growth. This carefully managed growth has financially supported the City, and has also added to the financial health of the Vestavia Hills City School System.*

*When Mr. Downes accepted the position in 2013, the City was spending nearly \$260,000 for the salaries of the previous City Manager, as well as an Economic Developer. Upon his arrival, Mr. Downes immediately saved the City more than \$93,000 by accepting the position at a lower pay rate than his predecessor and by absorbing the duties and responsibilities of the Economic Developer, thereby eliminating the need for that position.*

*Under the leadership of Mr. Downes, the economic landscape of the City of Vestavia Hills has transformed substantially. Prior to Mr. Downes arrival, commercial development plans were developed, but would never come to fruition.*

*To date, Mr. Downes’ most significant projects and accomplishments include:*

- *Development of Patchwork Farms. Patchwork Farms is an 82+/- acre master-planned development designed to engage the community by providing a vibrant and inspired place to live, work, play, shop and dine. The development is a mixture of retail, commercial, institutional, residential and recreational uses that are anchored by Life Time Fitness and Publix Super Market. In addition to being substantial sales tax generators, the tenants of this development significantly contribute to the vitality of the City of Vestavia Hills as a whole.*
- *Redevelopment of the U.S. 31 Corridor. Revitalization continues along the U.S. 31 corridor, including the construction of a new City Hall, the addition of Sprouts Farmers Market, Chick-fil-A and America’s First Federal Credit Union.*

*Due to Mr. Downes’ commitment to the economic development of Vestavia Hills, the City has enjoyed annual increases in both commercial and residential property and sales tax revenues. Melvin Turner, III, Director of the Vestavia Hills Finance Department stated:*

*After Jeff’s employment with the City of Vestavia Hills in July 15, 2013, several development projects which were dormant prior to his arrival were completed with an estimated value of \$24.10 million: Life Time Fitness, Publix at Patchwork Farms and Sprouts Farmers Market. [These] projects contributed to an immediate revenue increase in Vestavia Hills’ building license permits, exceeding \$650,000. Additionally, these developments will generate ad valorem and sales tax revenues for many years to come, greatly strengthening the City’s financial position. The aforementioned development and completions have aided Vestavia Hills in receiving a credit rating upgrade to AAA status by Moody’s.*

*In addition to economic development accomplishments and financial growth, Mr. Downes has led the City in unified branding efforts that can be visibly seen from the corridors of Highway*

*31 to entrances and exits of Cahaba Heights and Liberty Park. He has also worked diligently to build and structure a cohesive and committed leadership team of City Department Heads and a professional, top-notch staff. Mr. Downes has demonstrated that he is devoted to making Vestavia Hills a city that continuously exemplifies unity, prosperity and family.*

*As a highly successful city leader and economic developer, various municipalities have heavily recruited Mr. Downes. He is currently a short-list finalist for the position of City Manager for the City of Auburn with a proposed annual salary range of \$190,000-\$250,000. In response, the Vestavia Hills City Council scheduled a Special Called Meeting that was held Wednesday, August 16 at 6 p.m. at the Vestavia Hills City Hall. The purpose of this public meeting was to discuss the amendment of the current contract of City Manager Jeff Downes.*

*In consideration of Mr. Downes' contributions and in an effort to align the Vestavia Hills City Manager's salary with that of other Alabama municipalities, Vestavia Hills Mayor, Ashley Curry, and the City Council will consider increasing Mr. Downes' annual salary by approximately 18 percent and to retain his annual vehicle allowance of \$6,000. Additionally, he will be eligible for five percent (5%) annual merit increases until maximum step is achieved. This contract will be slated for automatic renewal every three years and brings Mr. Downes' salary into the range of that previously being offered by the City of Auburn."*

The Mayors comments were followed by comments from each Councilor advising of their particular views of Mr. Downes' work since taking office last November (or before) and the resulting progress of the City in terms of economic development. Each stated they did not want to lose such a valuable city leader.

The Mayor opened the floor for a public hearing.

Karen Odle, President of the Chamber of Commerce, spoke of Mr. Downes' value to the City and the growth he has brought since beginning here a few years ago. She encouraged the Council to adopt the proposed Resolution.

Butch Zaragoza (Former Mayor), Patrick Boone (City Attorney), Roger Steur (Chamber Board Chairman) all spoke on behalf of Mr. Downes' and his work to help the economic climate of the City and encouraged the Council to adopt the Resolution.

There being no one else to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**CITIZEN COMMENTS**

Dianne Zaragoza, 2309 River Grand Drive, reminded everyone that there is no comma in the language of the Pledge of Allegiance “one nation under God...”

At 6:15 PM, Mrs. Cook made a motion to adjourn seconded by Mr. Pierce. The meeting adjourned at 6:16 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**AUGUST 28, 2017**

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. Mayor Pro-Tem Rusty Weaver called the meeting to order and the City Clerk called the roll with the following:

**MEMBERS PRESENT:**

Rusty Weaver, Mayor Pro-Tem  
Kimberly Cook, Councilor  
Paul Head, Councilor  
George Pierce, Councilor

**MEMBERS ABSENT:**

Mayor Ashley C. Curry

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick Boone, City Attorney  
Rebecca Leavings, City Clerk  
Dan Rary, Police Chief  
Terry Ray, Asst. Fire Chief  
Scott Key, Fire Marshal  
Melvin Turner, Finance Director  
George Sawaya, Asst. Treasurer  
Christopher Brady, City Engineer  
Lori Beth Kearley, Asst. City Engineer

Steve Browning, Minister of Community Engagement – Shades Mountain Baptist Church, provided the invocation, followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- Mrs. Cook announced that the next Vestavia Hills Board of Education meeting will be on August 30, 2017 beginning at noon to discuss and possibly vote to adopt a budget for the upcoming fiscal year.
- Mr. Pierce welcomed Taylor Burton to the meeting. Mr. Burton was present representing the Chamber of Commerce.
- Mr. Pierce introduced Kendall Carter, Ashley Patterson, and Maggie Hargrove, officers for the new City Youth Connection club. Miss Carter introduced herself and explained



City Youth Connection works with the Vestavia Hills Chamber of Commerce in to support Chamber endeavors and events, such as Back to School in the Hills.

- Mr. Weaver stated that the City hosted a great National Senior Citizens Day Celebration. He stated the celebration was made extra special with the appearance of Gov. Kay Ivey, Senator Jabo Waggoner and Rep. Jack Williams. He said there was a huge turnout and it was an awesome day.
- Mr. Pierce thanked everyone who helped make this National Senior Citizens Day event possible and stated it was a great evening.

### **FINANCIAL REPORTS**

Mr. Turner presented the financial reports for month ending July 2017. He read and explained the balances.

Discussion ensued that there are two months remaining in the FY 2017 year and revenues are coming in as projected; the increase in revenues have been positive, etc.

### **CITY MANAGER'S REPORT**

- Mr. Downes stated that the Willoughby Sidewalk project is wrapping up and reported that the anticipated final cost will be approximately \$70,000 less than originally anticipated. He stated the savings were derived from the permission granted by area residents to allow sloping of their properties to the grade of the sidewalk, which eliminated the expense of constructing retaining walls.
- The City has been notified that the bidding of the proposed pedestrian tunnel can begin and he stated that the bids will be finalized soon. He reminded the Council that the project is primarily funded through grants.
- The major stormwater pipe replacement project on Morgan Drive has begun with the staging of metal pipes. Mr. Downes explained that the pipes have a manufacturer's warranty of 100 years and are uniquely designed for this project. Work should begin this week as soon as some preliminary utility work has been completed. Most of the work will be on the parking lot side and a small area of the roadway will be impaired for a couple of days as the project continues. He stated this work might close one lane of traffic at various times.
- Mr. Downes stated that CVS has agreed to begin repairs of the easement for the ingress/egress for their building as well as Gold's Gym.
- There is a draft "through road" agreement with Jefferson County which has been drafted and is being reviewed. Mr. Downes stated that he has taken input from the staff and Council and will be returning the draft to the County soon, after which he will seek approval for the agreement from the Council.
- Mr. Downes stated it has been a practice of the City to send out a citizen's survey every two years and the time is drawing near for a new one. He stated that the City has baseline information derived over the past few years and he anticipates the new survey to go out within the next 30 days.

### **COUNCILOR REPORTS**

- Mrs. Cook reported that she attended the last meeting of the Board of Education and stated that the Board reviewed the proposed budget for FY18. She updated everyone on Board actions including the project costs for renovation of Berry, the branding, retaining an interim board superintendent, formerly of Mountain Brook City Schools, approval to execute a letter of intent for purchase of Gresham Middle School, etc.
- Mr. Pierce reminded everyone of the Eat Drink and Be Scary event, which is scheduled for October 26, 2017, from 6-9 PM, at Hollywood Pool and Spa, benefitting the Chamber Foundation.

### **APPROVAL OF MINUTES**

The minutes of the August 14, 2017 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the minutes of August 14, 2017 (Regular Meeting), and approve them as presented was by Mrs. Cook and second by Mr. Head. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

### **OLD BUSINESS**

#### **ORDINANCE NUMBER 2725**

**Ordinance Number 2725 – Annexation – 90-Day Final – 3308 Misty Lane, Lot 1, The Woods At Rocky Ridge; Jill And Will Smith, Owners (*public hearing*)**

Mr. Downes stated that this is the 90-day final annexation of this property, previously approved for overnight annexation.

**MOTION** Motion to approve Ordinance Number 2725 was made by Mrs. Cook and second was by Mr. Pierce.

Mr. Pierce read the report from the Annexation Committee, which showed no adverse information other than the roadway being narrow. He reiterated that, if the roadway were improved, the encroaching gate would be removed at the owner's expense.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council, the Mayor Pro-Tem closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

**ORDINANCE NUMBER 2726**

**Ordinance Number 2726 – Rezoning – 3308 Misty Lane, Lot 1, The Woods At Rocky Ridge; Rezone From Jefferson County E-2 (Residential) To Vestavia Hills R-1 (Residential), Compatible Zoning For Annexation; Jill And Will Smith, Owners (public hearing)**

**MOTION** Motion to approve Ordinance Number 2726 was made by Mrs. Cook and second was by Mr. Pierce.

Mr. Downes stated that this is the compatible rezoning for the property just annexed.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council, the Mayor Pro-Tem closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

**ORDINANCE NUMBER 2727**

**Ordinance Number 2727 – Rezoning – 3009 and 3017 Sunview Drive; Rezone From Vestavia Hills R-4 (Residential) To Vestavia Hills R-9 (Residential); DCR Group, LLC, Owners (public hearing)**

**MOTION** Motion to approve Ordinance Number 2727 was made by Mrs. Cook and second was by Mr. Pierce.

Mr. Downes stated that this is a proposed ten-lot residential subdivision. The Commission heard this request and recommended approval subject to two conditions: (1) proposed covenants establishing a HOA to be submitted prior to recording of a plat and (2) fences to be allowed on the frontages of Sunview and Green Valley Road.

Bob Easley, Alabama Engineering, presented the request. He explained that there was a lot of concern expressed at the Commission meeting relative to stormwater runoff and explained their proposal of an underground detention system.

Mrs. Cook asked about the values of the proposed homes.

Mr. Easley stated these homes are transitional and indicated that the staff did not recommend the townhomes they had originally wanted to put there and replaced it with this medium density request.

Eric Rogers, developer, stated that the goal of the development was for transitional housing. He stated the homes will be between 3,000 to 3,500 square feet, two-story with garages. One lot currently has a vacant home and the other home he believes is a rental.

Mr. Pierce asked about the transition of the property.

Mr. Rogers stated this development transitions from the townhomes on one side to the lower density housing on the other.

Discussion ensued that the homes have 3 to 4 bedrooms, with target homeowners expected to have small impact on the school system.

Mrs. Cook stated that the homes across the street have no kids within the development. Mr. Pierce stated that he is always concerned about any impact on the schools.

Mrs. Cook stated that one of the concerns by the residents was the loss of the large trees on the property. She stated she visited the property and noted there were some trees with storm-damaged limbs that currently present a safety concern.

Mr. Pierce asked about the projected buildout of the homes. Mr. Rogers stated that the homes are custom homes, not contractor-specified builds, so buildout will not begin until each home is sold.

Mr. Weaver stated that the P&Z Commission recommended approval and stated that the development is consistent with the Cahaba Heights Community Plan.

The Mayor Pro-Tem opened the floor for a public hearing.

Kenneth Wilson, 4001 Meadowview Circle, clarified the map included in the notice. He stated that he was concerned with the proposed allowances within a proposed R-9 development which allows some low-density institutional.

Ms. Leavings stated that this request is tied to a plat showing only residential and no institutional would be allowed if this development were approved.

Lucy Word, 3034 Green Valley Road, stated that her property is adjacent to this and a small stream drains this property onto her property; she wants to ensure that drainage has been properly addressed and wants confirmation that it will not be any worse after development. She also wants to ensure that the proposed fence will not interfere with her sightline.

Mr. Easley explained what they are proposing and how it should address her concerns.

Mr. Brady stated that his initial review shows that this will help to ease the existing drainage issue, but it would be monitored throughout the construction and the city would engage her in the process.

Mr. Pierce asked what information is used in the stormwater calculations. Mr. Brady stated that they use the 25-year rain event model.

Mr. Wilson asked about the connection of the proposed drainage and where it will connect to the pipe that goes toward Meadowview.

There being no one to address the Council, the Mayor Pro-Tem closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

### **ORDINANCE NUMBER 2728**

**Ordinance Number 2728 – Rezoning – 3111 Pine Tree Drive; Rezone From Jefferson County R-1 (Residential) To Vestavia Hills O-1 (Office) with conditions, June Pryor, Owner (*public hearing*)**

Mr. Downes stated that this is a request to build a medical office next to a newly rezoned medical office. This was reviewed by Planning and Zoning and recommended for approval.

**MOTION** Motion to approve Ordinance Number 2728 was made by Mrs. Cook and second was by Mr. Head.

Mrs. Pryor was present in regard to the request.

Mr. Weaver reiterated the recommendation from the Commission.

Mrs. Cook asked if the Commission had any concerns over the architectural style of the building. Mr. Weaver stated that the design was considered

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council, the Mayor Pro-Tem closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

### **ORDINANCE NUMBER 2729**

**Ordinance Number 2729 – Rezoning – 3118 Pine Tree Drive; Rezone From Vestavia Hills R-1 (Residential) To Vestavia Hills B-3 (Residential) with a conditional use and conditions, June Pryor ,Owner (*public hearing*)**

**MOTION** Motion to approve Ordinance Number 2729 was made by Mr. Pierce and second was by Mr. Head.

Jeff Hardwick, owner of Pawns Pet Resort, stated he has owned this business for years and it is currently located on Rocky Ridge Road. The proposed building is an upscale facility. He showed an architectural rendering.

Mr. Weaver explained the discussion from the Planning and Zoning Commission concerning noise and the open exercise area in the center courtyard of the building. He stated there were concerns from surrounding business and residential owners and all concerns were addressed.

Mrs. Cook asked about the sound rating only being encouraged. Mr. Weaver stated that the contractor for both of these buildings being presented tonight are the same contractor and he feels sure that the sound rating will be addressed in this building.

Mrs. Cook asked about capacity. Mr. Hardwick stated he anticipates a maximum occupancy of 125 dogs, but he expects to average only 85. He stated that no noise complaints have been lodge by neighbors of his other locations. He pointed out that the exercise courtyard is in the center of the building.

Mrs. Cook asked if this is standard in his other facilities. Mr. Hardwick stated that this is new and that 75% of it has a roof and only a small portion is open. He explained that in his current location there is a recording studio owner nearby who initially expressed concerns, but ended up satisfied with the sound-proofing of the facility and even wrote a letter of recommendation.

The Mayor Pro-Tem opened the floor for a public hearing.

Jonathan Arnold, representing the owners of 3117 Blue Lake Drive, asked about the courtyard and how much of it was enclosed. The owners asked about the sound reduction measures within the courtyard and asked to have the sound ratings required instead of encouraged. He also asked about the infrastructure plans and if they would allow for installation of a sewer or would it be on septic.

Mrs. Cook asked what STC rating would be acceptable to his clients. Mr. Arnold answered 50 to 60 would be sufficient.

Lance Black, Black Design Architecture, stated that they covered 75% of the open area to reduce noise and explained the materials they envisioned would help minimize the sound. He also explained other options that the owner has been evaluating, which should provide a minimum 50 STC rating.

Mr. Hardwick explained the insulation and use of padding that he uses to minimize sounds coming from the building. He explained that a loud kennel is not good for the dogs.

Peyton Shirley, owners of adjacent property, asked if the kennels are open to the courtyard. Mr. Hardwick stated that the dogs' kennels do not open to the courtyard.

Dr. Shirley, owner of adjacent property, stated that her reason for choosing this site is it was private and could not be seen from outside areas, but she is concerned about this request jeopardizing the peaceful nature of the area. She stated she appreciates the effort to reduce the sounds but asked what she should do if there is indeed noise that bothers her patients.

**MOTION** Motion to amend the Ordinance to "require a minimum STC sound rating for exterior walls".

Ms. Leavings explained that if the Ordinance is amended, it would need to be re-advertised. Mr. Boone recommended that the applicant agree to a stipulation that they not be issued a building permit unless the building plans show a sound rating is STC 50 or greater. He stated there are other avenues that can be pursued if the noise gets out of hand.

Ms. Leavings explained that if the Ordinance is amended, it would need to be re-advertised. Mr. Boone recommended that the applicant agree to a stipulation that they not be issued a building permit unless the building plans show a sound rating is STC 50 or greater. He stated there are other avenues that can be pursued if the noise gets out of hand.

Mr. Hardwick agreed to not obtaining a building permit until his construction plans who a minimum STC 50 or greater sound reduction.

Mrs. Cook withdrew her motion to amend the ordinance.

**MOTION** Mrs. Cook made a motion to condition the rezoning upon approval of the Building Official to assure that the building plans provide a minimum 50 STC rating prior to issuance of the building permit. Mr. Head seconded the motion. Roll call vote as follows.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

There being no one to address the Council, the Mayor Pro-Tem closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

#### **RESOLUTION NUMBER 4974**

**Resolution Number 4974 – A Resolution For Approval Of The Final 10% Of The Budget For The City Of Vestavia Hills, Alabama For The Fiscal Year 2016-2017 (public hearing)**

Mr. Downes explained that this is required by the State and is done annually. When the original approval of the budget occurred, only 90% was approved. This finalizes the final 10% for payment of the final expenses of the year.

**MOTION** Motion to approve Resolution Number 4974 was by Mrs. Cook and second was by Mr. Pierce.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to address the Council, the Mayor Pro-Tem closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

## **NEW BUSINESS**

### **RESOLUTION NUMBER 4977**

**Resolution Number 4977 – A Resolution authorizing Alabama Department of Transportation to move forward with plans on Project Number HSIP-I459(303) I-459 Interstate Median Crossover Protection, Guardrail and Guardrail End Anchors from SR-150 to SR-38 (US-280)**

Mr. Downes explained that this Resolution is an ALDOT-funded project for crossover protection along I-459.

**MOTION** Motion to approve Resolution Number 4977 was made by Mrs. Cook and second was by Mr. Pierce.

There being no one to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Motion carried.

## **NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)**

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

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on September 11, 2017, at 6:00 PM.



- Resolution Number 4975 – A Resolution Approving And Adopting The General Fund Budget, A Special Revenue Fund Budget, A Capital Project Fund Budget, And A Sidewalk Project Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2017 Until September 30, 2018 (*public hearing to be held September 11, 2017 at 6:00 p.m.*)
- Resolution Number 4978 – A Resolution Accepting A Bid For Right-Of-Way Vegetation Control For FY 2018
- Resolution Number 4979 – A Resolution Accepting A Bid For “Inside The Fence” Recreational Field Maintenance For FY 2018

### **CITIZEN COMMENTS**

Mr. Pierce reminded everyone of a heart-warming moment at the Vestavia Hills High School Jamboree game Friday night, when a student, Jake P., scored a touchdown with the assistance and cooperation of both teams. He asked everyone to view this video because it warms the heart.

Norton Dill, 664 Preserve Lane, Hoover, stated he is speaking on behalf of his son who resides at 3232 Wisteria Drive. He stated that they need help with some recent flooding episodes and asked for the City’s assistance. There are large culverts that go under a side street and they are not cleared on a regular basis.

At 7:18 PM, Mrs. Cook made a motion to adjourn seconded by Mr. Pierce. The meeting adjourned at 7:18 PM.

Rusty Weaver  
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 4975**

**A RESOLUTION APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AND A SIDEWALK PROJECT FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2017 UNTIL SEPTEMBER 30, 2018.**

**WHEREAS**, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$38,616,956 including transfers out, to be effective for the period beginning October 1, 2017, through September 30, 2018; and

**WHEREAS**, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$3,968,866 including transfers from the General Fund, to be effective for the period beginning October 1, 2017, through September 30, 2018; and

**WHEREAS**, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$2,398,341 to be effective for the period beginning October 1, 2017, through September 30, 2018.

**WHEREAS**, the City Manager has prepared a “community spaces fund budget” for said period reflecting expenditures in the amount of \$582,420 to be effective for the period beginning October 1, 2017, through September 30, 2018.

**WHEREAS**, Title 11-43-57, Code of Alabama, 1975, provides as follows:

*Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the*

*current expenses of the City and interest on the bonded and other indebtedness of the City; and*

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$34,755,260, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2017-2018 upon the terms, conditions, and provisions set forth below; and

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$3,571,979, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2017-2018 upon the terms, conditions and provisions set forth below; and

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$2,158,507, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2017-2018 upon the terms, conditions and provisions set forth below.

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$524,178, of the “sidewalk project fund budget” for the City of Vestavia Hills for fiscal year 2017-2018 upon the terms, conditions and provisions set forth below.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$34,755,260, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$38,616,956 multiplied by 90% equals  
\$34,755,260; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$3,571,979 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$3,968,866 multiplied by 90% equals  
\$3,571,979; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is

hereby approved and adopted to the extent of expenditures of \$2,158,507 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$2,398,341 multiplied by 90% equals  
\$2,158,507; and

4. The “community spaces fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$524,178 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$582,420 multiplied by 90% equals  
\$524,178; and

5. The City Manager is hereby authorized to expend the sum of \$34,755,260 from the General Fund, \$3,571,979 from the Special Revenue Fund, \$2,158,507 from the Capital Projects Fund, and \$524,178 from the Community Spaces Fund for municipal expenses for the period beginning October 1, 2017, and ending September 30, 2018.

6. Copies of the budget outlines are attached hereto, marked as Exhibit “A” and incorporated into this Resolution by reference as though set out fully herein.

**BE IT FURTHER RESOLVED**, this Resolution shall become effective immediately upon its approval and adoption.

**APPROVED and ADOPTED** this the 18<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

CITY OF VESTAVIA HILLS  
 ANNUAL BUDGET  
 SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2018

<u>REVENUE:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>COMMUNITY SPACES</u>	<u>TOTAL</u>
STATE REVENUE	136,905		290,650	587,496	1,015,051
COUNTY REVENUE	15,801,690				15,801,690
CITY REVENUE	22,287,361		900,130		23,187,491
PARKS & RECREATION	341,000				341,000
4 CENT GASOLINE TAX		199,000			199,000
5 CENT GASOLINE TAX		95,000			95,000
7 CENT GASOLINE TAX		927,000			927,000
E-911 FUNDS		1,746,888			1,746,888
COURT & CORRECTIONS		516,000			516,000
LIBRARY STATE AID		21,639			21,639
LIBRARY BOOKS & DONATIONS		205,000			205,000
VEHICLE TAGS / ADMINISTRATION		127,613			<u>127,613</u>
<b>TOTAL REVENUE</b>	<b>\$38,566,956</b>	<b>\$3,838,140</b>	<b>\$1,190,780</b>	<b>\$587,496</b>	<b>\$44,183,372</b>

**CITY OF VESTAVIA HILLS  
ANNUAL BUDGET  
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2018**

<u>EXPENDITURES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>COMMUNITY SPACES</u>	<u>TOTAL</u>
NON DEPARTMENTAL	7,332,145			540,000	7,872,145
CITY COUNCIL	82,781				82,781
MAYOR & ADMINISTRATION	1,177,012				1,177,012
CITY CLERK	404,977				404,977
MUNICIPAL COMPLEX	293,013				293,013
INFORMATION SERVICES / TECHNOLOGY	552,128		49,295		601,423
POLICE	8,573,385		506,686		9,080,071
FIRE	9,651,475		1,057,768		10,709,243
BUILDING SAFETY & INSPECTIONS	557,698		54,752		612,450
PUBLIC SERVICES	6,849,229		652,840	42,420	7,544,489
CITY GARAGE	308,565				308,565
PUBLIC LIBRARY	2,052,944		27,000		2,079,944
4 CENT GASOLINE TAX		199,000			199,000
5 CENT GASOLINE TAX		95,000			95,000
7 CENT GASOLINE TAX		935,580			935,580
E-911 FUNDS		1,729,727			1,729,727
COURT & CORRECTIONS		537,400			537,400
LIBRARY STATE AID		21,639			21,639
LIBRARY BOOKS & DONATIONS		323,000			323,000
VEHICLE TAGS / ADMINISTRATION		127,520			127,520
<b>SUB-TOTAL EXPENDITURES</b>	<b>\$37,835,352</b>	<b>\$3,968,866</b>	<b>\$2,348,341</b>	<b>\$582,420</b>	<b>\$44,734,979</b>
<b>TRANSFER-OUT:</b>					
General Fund to Special Funds (prosecutor's salary)	27,128				\$27,128
General Fund to Capital Reserve Fund (Sales Tax %)	754,476				754,476
Capital/Confiscation to General Fund (policeman salary offset)			50,000		50,000
<b>TOTAL - TRANSFER-OUT</b>	<b>\$781,604</b>		<b>50,000</b>		<b>\$831,604</b>
<b>TOTAL EXPENDITURES</b>	<b>\$38,616,956</b>	<b>\$3,968,866</b>	<b>\$2,398,341</b>	<b>\$582,420</b>	<b>\$45,566,583</b>

CITY OF VESTAVIA HILLS  
 ANNUAL BUDGET  
 SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2018

<u>OTHER REVENUE SOURCES:</u>	<u>GENERAL</u>	<u>SPECIAL</u>	<u>CAPITAL</u>	<u>COMMUNITY SPACES</u>	<u>TOTAL</u>
TRANSFER-IN:					
From Capital/Confiscation (policeman salary offset)	\$50,000				50,000
From General Fund (prosecutor's salary)		27,128			27,128
From General Fund (projected sales tax %)			754,476		754,476
<b>TOTAL - OTHER REVENUE SOURCES</b>	<b>\$50,000</b>	<b>\$27,128</b>	<b>\$754,476</b>	<b>\$0</b>	<b>\$831,604</b>
<b>REVENUE OVER / (UNDER) EXPENDITURES</b>	<b>\$0</b>	<b>(\$103,598)</b>	<b>(\$453,085)</b>	<b>\$5,076</b>	<b>(\$551,607)</b>
<b>USE OF RESERVES / FUND BALANCE</b>	<b>\$0</b>	<b>\$103,598</b>	<b>\$453,085</b>	<b>(\$5,076)</b>	<b>\$551,607</b>
<b>REPORT BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**RESOLUTION NUMBER 4978**

**A RESOLUTION ACCEPTING A BID FOR RIGHT-OF-WAY  
VEGETATION CONTROL IN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on July 18, 2017 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for right-of-way vegetation control throughout the City of Vestavia Hills; and

**WHEREAS**, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 22, 2017 and recommended acceptance of the bid submitted by Kellis Vegetation. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4978 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Kellis Vegetation as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as "Exhibit B" attached to and incorporated into this Resolution Number 4978 as though written fully therein; and
3. This Resolution Number 4978 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor



ATTESTED BY:

Rebecca Leavings  
City Clerk

Exhibit A

**Vestavia Hills Public Services  
1032 Montgomery Highway  
Vestavia Hills, AL 35216**

**INTEROFFICE MEMO**

Date: August 22, 2017

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: ROW vegetation control

On July 18 bids were opened for ROW vegetation control. One bid was received and it was from our current contractor, Kellis Vegetation. Multiple invitations were sent to various contractors.

The bid was for \$24,000 per year for 3 years, which has been budgeted in the FY18 budget. My recommendation is to accept the submitted bid. A copy of the bid and sample agreement is attached.

CC: Rebecca Leavings  
Christopher Brady

Attachment: Bid submittal

# BID SUMMARY

**BID-2017-06**

**BID:** ROW Vegetation Control

**BID OPENED:** July 18, 2017  
10:00 AM

## PEOPLE PRESENT FOR BID OPENING

1. Wendy Appling, Deputy City Clerk
2. Brian Davis, Vestavia Public Services Director
3. Christopher Brady, City Engineer

## BIDDERS:

- |    |                   |             |
|----|-------------------|-------------|
| 1. | EDCO              | No Bid      |
| 2. | Kellis Vegetation | \$24,100.00 |

# **Contract for R.O.W Vegetation Control**

## **1. Scope of Services**

\_\_\_\_\_ is to provide all supervision, labor, equipment and services required to perform all R.O.W. VEGETATION CONTROL for Vestavia Hills Public Service as specified herein from October 1, 2017, to September 30, 2020, for the contract price not to exceed \_\_\_\_\_ annually.

## **2. Safety Standards**

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) \_\_\_\_\_ shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

## **3. Discontinuance of Work**

\_\_\_\_\_ upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous as determined by the City of Vestavia Hills.

## **4. Observance of Laws, Ordinances and Regulators**

\_\_\_\_\_ at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. \_\_\_\_\_ shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

## **5. Protection of Underground Utilities**

\_\_\_\_\_ shall be responsible for contacting the appropriate utility for location of any underground services, which are in the work area and could be damaged by operations of \_\_\_\_\_.

## **6. Addition or Deletion of Areas**

The City of Vestavia Hills reserves the right to change, add or delete areas for vegetation control. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to \_\_\_\_\_ of the areas to be serviced and the total amount of the annual service contract. Unless otherwise authorized by the City of Vestavia Hills, failure of \_\_\_\_\_ to comply with the approved service schedule shall be sufficient cause to give notice that \_\_\_\_\_ is in default of the contract.

**7. Work Schedule**

\_\_\_\_\_ will schedule the work during typical work hours for related services, unless authorized by the City of Vestavia Hills. Serviced areas shall be completed on Tuesday-Thursday, weekly, unless changed by City of Vestavia Hills.

**8. Licenses and Permits**

\_\_\_\_\_ shall, at his expense, procure all necessary licenses and permits specified in bid documents needed to contract. (See attached Bidder Requirements)

**9. Subcontracts**

\_\_\_\_\_ will not be allowed to subcontract work under this contract unless written approval is granted by the City of Vestavia Hills. \_\_\_\_\_, as approved, shall bind the subcontractor. All directions given to the subcontractor in the field shall bind \_\_\_\_\_ as if the notice has been given directly to \_\_\_\_\_.

**10. Execution of the Contract**

The contract, when executed, shall be deemed to include the entire agreement between the parties. \_\_\_\_\_ shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the City of Vestavia Hills.

**11. Supervision**

This contract will be under the direct supervision of the City of Vestavia Hills. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between \_\_\_\_\_ and City of Vestavia Hills and shall be

made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

## 12. Work Crew Supervision

\_\_\_\_\_ shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by \_\_\_\_\_ to accept and act upon all directives issued by the City of Vestavia Hills. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that \_\_\_\_\_ is in default of the contract unless such directives would create potential injury or safety hazard.

## 13. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

## 14. Contract Termination

The City of Vestavia Hills shall have the right at any time to cancel this contract for reasons other than breach by \_\_\_\_\_ and require \_\_\_\_\_ to cease work thereon. In such cases \_\_\_\_\_ will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

## 15. Insurance

\_\_\_\_\_ agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
  - i) \$500,000 for any one person occurrence
  - ii) \$1,000,000 for any one occurrence
  
- b) For damage to property not belonging to \_\_\_\_\_ or his subcontractors in an amount not less than:
  - i) \$500,000 for any one accident
  - ii) \$1,000,000 aggregate amount
  
- c) For personal injuries including death and/or for damages to property not belonging to \_\_\_\_\_ or his subcontractors caused

- by automotive equipment or used by \_\_\_\_\_ or his subcontractors in an amount not less than:
- i) \$500,000 personal injury per person per occurrence
  - ii) \$1,000,000 personal injury per occurrence
  - iii) \$500,000 property damage per accident
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
- i) \$500,000 employer's liability per person  
Such insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

**16. Compliance with Title 41-16-5, CODE OF ALABAMA, 1975, Boycott Limitations**

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

**17. Crew Information**

- a) Crews will be dressed neat. Shirts shall be worn at all times
- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks will be taken individually
- d) No "horseplay" will be tolerated on the job.
- e) All refuse from lunches and breaks will be disposed of immediately.

**18. Equipment**

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City of Vestavia Hills. The City of Vestavia Hills reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.

- b) Equipment will not be stored on City property.
- c) All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.

**19. Required Work**

- a) See attached Bidder Requirements
- b) If work is unsatisfactory \_\_\_\_\_ will be notified by the Public Service Director or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Public Service Director or his designee, there will be a 25% penalty for that month's payment.
- c) Any damages caused to City facilities shall be repaired or replaced immediately by the \_\_\_\_\_.

Signed for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Signed for the City of Vestavia Hills

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

\_\_\_\_\_

Date



**RESOLUTION NUMBER 4979**

**A RESOLUTION ACCEPTING A BID FOR “INSIDE THE FENCE”  
RECREATIONAL FIELD MAINTENANCE FOR THE CITY OF  
VESTAVIA HILLS**

**WHEREAS**, on June 29, 2017 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for “inside the fence” recreational field maintenance for the City of Vestavia Hills; and

**WHEREAS**, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 22, 2017 and recommended acceptance of the bid submitted by Specialty Turf Supply. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4979 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Specialty Turf Supply as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as “Exhibit B” attached to and incorporated into this Resolution Number 4979 as though written fully therein; and
3. This Resolution Number 4979 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

Exhibit A

**Vestavia Hills Public Services  
1032 Montgomery Highway  
Vestavia Hills, AL 35216**

**INTEROFFICE MEMO**

Date: August 22, 2017

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: Field Maintenance Contract

On June 29 the city received bids for “inside the fences”. Two contractors attended the pre-bid meeting, but only one bid was submitted by Specialty Turf Supply. The amount was \$970,513.38 for a 3 year contract which is \$323,504.46 for fiscal year 2018. I have requested \$330,000 for field maintenance contract for the upcoming budget.

The city’s athletic fields have seen significant improvement over the past 3 years and are now some of the best fields in the area. I am requesting that we accept the bid submitted by STS and continuing the positive momentum.

Attached is the bid document submitted by STS which includes a sample contract. Please let me know if you have any questions.

CC: Rebecca Leavings  
Jason Burnett

Attachment: Bid submittal

# BID SUMMARY

**BID-2017-04**

**BID:** ROW Vegetation Control

**BID OPENED:** June 29, 2017  
10:00 AM

## PEOPLE PRESENT FOR BID OPENING

1. Wendy Appling, Deputy City Clerk
2. Brian Davis, Vestavia Public Services Director
3. Michael Hill

## BIDDERS:

1. Specialty Turf \$323,504.46/yr

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**CONTRACT**

**WITNESSETH THIS CONTRACT**, made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and \_\_\_\_\_, an Alabama corporation (hereinafter referred to as "Contractor").

WITNESSETH THESE RECITALS:

**WHEREAS**, The City of Vestavia Hills, Alabama ("City") invited competitive bids for athletic field maintenance (hereinafter referred to as "the work"), which is more particularly described in Exhibit A to Section II of this Contract; and

**WHEREAS**, the Contractor, \_\_\_\_\_, submitted a bid for the completion of work described in the Invitation to Bid, which the City has determined to be the lowest, best and most responsible bid received; and

**WHEREAS**, the City and the Contractor have agreed to the terms, provisions and conditions of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

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

**I. CONTRACTOR**

Contractor, \_\_\_\_\_, represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

**II. GENERAL STATEMENT OF WORK**

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described in Exhibit A, which is attached hereto and incorporated into this contract by reference as though set out fully herein.

**III. TERM OF THE CONTRACT**

The term of this contract shall be for a three (3) year period, beginning October 1, 2017, and ending on September 30, 2020. The effective date of this contract shall be October 1, 2017.

**IV. CONTRACT PRICE**

As consideration of this contract, the City agrees to pay to Contractor for the faithful performance of this contract the following sums:

- A. \_\_\_\_\_ for the twelve (12) month period beginning October 1, 2017 and ending September 30, 2018; and
- B. \_\_\_\_\_ for the twelve (12) month period beginning October 1, 2018 and ending September 30, 2019; and
- C. \_\_\_\_\_ for the twelve (12) month period beginning October 1, 2019 and ending September 30, 2020.

**V. PAYMENT OF CONTRACT PRICE**

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

**VI. TERMINATION OF CONTRACT**

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

**VII. COMPLIANCE WITH APPLICABLE LAWS**

The contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

**VIII. LICENSE**

The contractor shall, at his expense, procure all necessary licenses and permits needed to contract.

**IX. QUALITY OF WORK**

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

**X. CREW INFORMATION**

- a) Crews will be dressed neat. Shirts shall be worn at all times
- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks will be taken individually
- d) No "horseplay" will be tolerated on the job.
- e) All refuse from lunches and breaks will be disposed of immediately.

**XI. EQUIPMENT**

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the contracting agency. The contracting agency reserves the option to demand replacement of any equipment which in its opinion has a poor operational record.
- b) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- c) Equipment can be stored on City property with consent of City, however the City will not be responsible for any damage to stored equipment.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Reel Mowers are preferred for mowing of all turf areas.
- e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

**XII. SAFETY STANDARDS**

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

**XIII. PROTECTION OF UNDERGROUND UTILITIES**

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractors operations.

**XIV. DISCONTINUANCE OF WORK**

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

**XV. INDEPENDENT CONTRACTOR**

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

**XVI. IMMIGRATION**

By signing this contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a

contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

**XVII. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, and the Vestavia Hills Park and Recreation Board, as Owner, and their agents, employees and consultants, including the Mayor, elected members of the City Council, the appointed members of the Vestavia Hills Park and Recreation Board, (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destructing of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged by not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

**XVIII. INSURANCE**

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
  - i) \$500,000 for any one person occurrence
  - ii) \$1,000,000 for any one occurrence
- b) For damage to property not belonging to the contractor or his subcontractors in an amount not less than:
  - i) \$500,000 for any one accident
  - ii) \$1,000,000 aggregate amount
- c) For personal injuries including death and/or for damages to property not belonging to the contractor or his subcontractors caused by automotive equipment or used by the contractor or his subcontractors in an amount not less than:
  - i) \$500,000 personal injury per person per occurrence
  - ii) \$1,000,000 personal injury per occurrence
  - iii) \$500,000 property damage per accident
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
  - i) \$500,000 employer's liability per personSuch insurance shall be placed with an insurer acceptable to the contracting agency and the policies shall provide notice by the insurer to the contracting agency of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.



**XIX. ADDITIONAL INSURED**

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

- a) The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, the Vestavia Hills Park and Recreation Board, and its appointed Board members as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and
- b) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
- c) Contain no exclusions of the additional insureds relative to job accidents; and
- d) The policies must be on an "occurrence" basis.

**XX. ADDITIONAL SERVICES**

The contracting agency reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved field service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

**XXI. ASSIGNMENT**

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City.

**XXII. SUBCONTRACTORS**

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

**XXIII. CHANGES IN WORK**

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

**XXIV. REMOVAL OF DEBRIS AND CLEANING**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonable clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

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

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

**XXVI. MISCELLANEOUS**

- A. **NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.
- B. **WAIVER OF MODIFICATIONS:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties' signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.
- C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.
- D. **CONSTRUCTION OF TERMS:** The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting

this contract. The reference in terms to gender and number shall be modified as may be appropriate.

- E. **GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.
- F. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.
- G. **EXECUTION IN COUNTERPARTS:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- H. **BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.
- I. **SEVERABILITY:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- J. **ENTIRE AGREEMENT:** This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and \_\_\_\_\_ an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY:**  
CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley Curry  
Its Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTESTED

By \_\_\_\_\_

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City of Manager of the City of Vestavia Hills, Alabama, a

municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA**  
**JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the \_\_\_\_\_, a Alabama corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_, a Alabama corporation.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**EXHIBIT A**

(PROVIDED BY CONTRACTOR THROUGH THE BID)

**RESOLUTION NUMBER 4980**

**A RESOLUTION GRANTING ALABAMA POWER COMPANY A  
UTILITY EASEMENT FOR CONNECTION OF ELECTRICAL  
SERVICE**

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 4980 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

Source of Title:  
Instrument # 20151229000441140

**EASEMENT – DISTRIBUTION FACILITIES**

STATE OF ALABAMA  
COUNTY OF SHELBY

This instrument prepared by: Dean Fritz

Alabama Power Company  
2 Industrial Park Drive  
Pelham, AL 35124

**KNOW ALL MEN BY THESE PRESENTS**, That the undersigned **City of Vestavia Hills, Alabama, an Alabama municipal corporation** (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

**Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

\_\_\_\_\_  
The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in **Instrument # 20151229000441140**, in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by \_\_\_\_\_, its authorized representative, as of the \_\_\_\_\_ of \_\_\_\_\_.

ATTEST (if required) or WITNESS:

City of Vestavia Hills, Alabama, an Alabama municipal corporation  
(Grantor)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_  
[Indicate President, General Partner, Member, etc.]

**For Alabama Power Company Corporate Real Estate Department Use Only**

All facilities on Grantor: \_\_\_\_\_ Location to Location: \_\_\_\_\_

NW ¼ of the NW ¼ of Section 3, Township 19 South, Range 2 West

W.E. No. A6173-06-AT17

Transformer No. H2039



**CORPORATION NOTARY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of City of Vestavia Hills, Alabama, an Alabama municipal corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

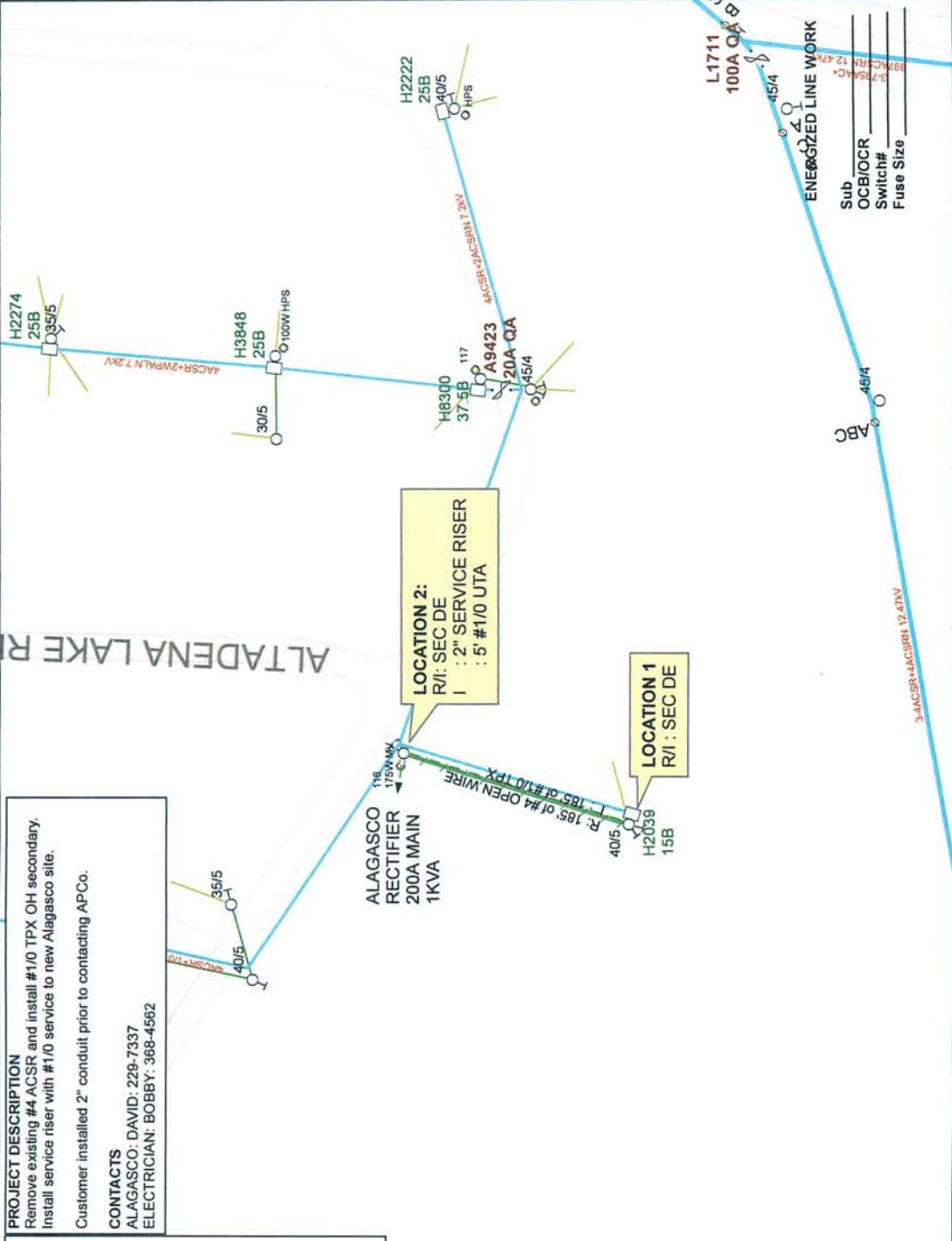
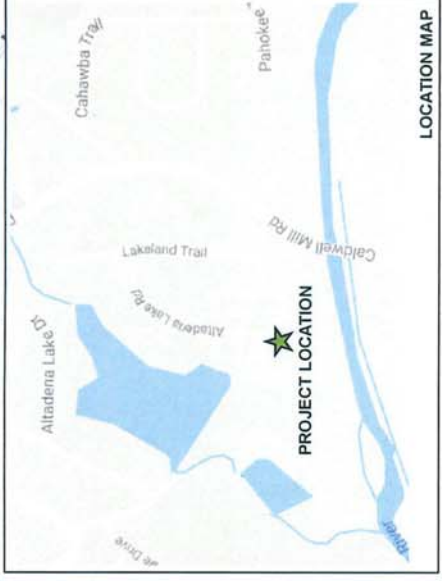
[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.**

Map Center UTM: 1718977 12130902  
 Map Center Lat/Lon: 33.416634 -86.742454

Customer ALAGASCO	Location 2594 LAKELAND TRL	Cmtd. Svc Date NOVEMBER 30, 2017	County Shelby	Section 3	Township 19S	Range 02W	Estimate No. A6173-06-AT17
Division BIRMINGHAM	District METRO SOUTH - PELHAM	Town BIRMINGHAM	Engineer Jessica Oswalt // 966	Created: 8/15/2017	Substation X- 293326	VALLEYDALE	MISSALL# Y- V5975
<p><b>PROJECT DESCRIPTION</b>                  Remove existing #4 ACSR and install #1/0 TPX OH secondary.                  Install service riser with #1/0 service to new Alagasco site.                  Customer installed 2" conduit prior to contacting APCo.</p> <p><b>CONTACTS</b>                  ALAGASCO: DAVID: 229-7337                  ELECTRICIAN: BOBBY: 368-4562</p>							Add'l Info. JETS REF #354717



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

**September 5, 2017**

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services  
Rebecca Leavings, City Clerk

From: Christopher Brady, City Engineer



RE: consent of easement to Alabama Power, Lakeland Trail

---

I have reviewed the request of an easement to be established across a portion of City-owned property along Lakeland Trail at the former Altadena Valley Country Club to allow Alabama Power to provide electrical service to Alagasco facilities at this location.

I see no concerns with this request and recommend City approvals.

Please let me know if questions,

Sincerely,  
-Christopher

**RESOLUTION NUMBER 4981**

**A RESOLUTION GRANTING ALABAMA POWER COMPANY A  
UTILITY EASEMENT FOR CONNECTION OF ELECTRICAL  
SERVICE**

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 4981 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

STATE OF ALABAMA  
COUNTY OF JEFFERSON  
W.E. No. A6173-06-AJ17

APCO Parcel No. \_\_\_\_\_

Transformer No. T005A6 & T005A5

This instrument prepared by: Dean Fritz

Alabama Power Company  
2 Industrial Park Drive  
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That **City of Vestavia Hills, a municipal corporation** as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described below.

The right from time to time to construct, install, operate and maintain upon, under and across the Property described below, all wires, cables, translosures, transformers, conduits, fiber optics, communication lines and other facilities useful or necessary in connection therewith (collectively, the "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, such drawing showing the general location of underground facilities in an area ten feet (10') in width and also the right to clear and keep clear a strip of land extending five feet (5') from each side of said Facilities. Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under, adjacent to, and above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in Jefferson County, Alabama (the "Property"): See Exhibit "A" attached hereto and made a part hereof.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_, its authorized representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST (if required) or WITNESS:

City of Vestavia Hills, a municipal corporation  
(Grantor – Name of Corporation/Partnership/LLC)

By: \_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Its: \_\_\_\_\_

Its: \_\_\_\_\_  
[Indicate: President, General Partner, Member, etc]

All facilities on Grantor: X

**CORPORATION/LLC NOTARY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby  
certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of

City of Vestavia Hills, a municipal corporation is signed to the foregoing instrument, and who is known to me, has acknowledged before me on  
this day that, being informed of the contents of this instrument, he/she as such \_\_\_\_\_ and with full authority,  
executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

WE# A6173-06-AJ17

Parcel # \_\_\_\_\_

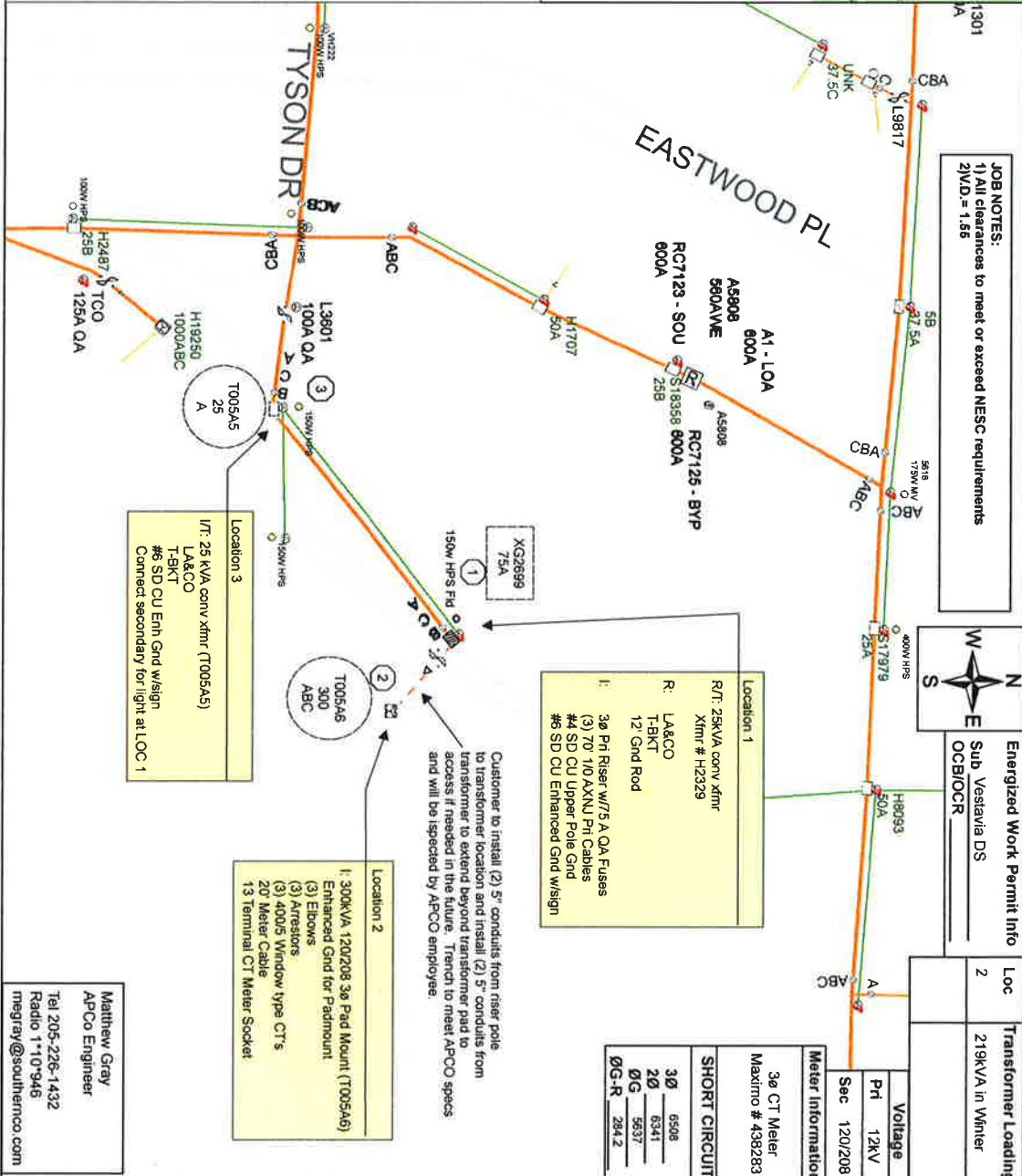
EXHIBIT "A"

A portion of a parcel of land located in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 19, Township 18 South, Range 2 West, in Jefferson County, Alabama and more particularly described as follows:

Beginning at a point at the Southeast corner of Lot 1 Beacon Hill 3<sup>rd</sup> Addition, thence run South 415 feet, thence run Southwest 490 feet, thence run Northeast 490 feet, thence run Southeast 276 feet to the Point of Beginning. Excluding the Road Right of Way of Granada Drive.

**SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.**

Customer Pinnacle Electric	Location 2109 Tyson Dr	Map Center UTM: 1705306 12142446	Map Center Lat/Lon: 33 448457 -86 787195	1 inch = 100 feet
Division PD Birmingham	District Metro South	City Vestavia	Section 19	Township 18S
County Jefferson	Created: 6/29/2017	Range 02W	Add'l Info.	Estimate No. <b>A517</b> <b>A6173-06-AJ77</b>
Job # 1705306	Job Title 2109 Tyson Dr	Substation X-04976	Y-13601	MISSALL#



**JOB NOTES:**  
 1) All clearances to meet or exceed NESC requirements  
 2) M.D. = 1.55

**Energized Work Permit Info**  
 Sub Vestavia DS  
 OC/BIOC/R

Loc	2
Transformer Loading	219KVA in Winter
Voltage	
Pri	12KV
Sec	120/208

Meter Information	
3ø CT Meter	Maximo # 438283
SHORT CIRCUIT	
3Ø	6508
2Ø	6541
ØG	5637
ØG-R	264.2

**Location 1**  
 R/T: 23KVA conv xfmr  
 Xfmr # H2329  
 R: LA&CO  
 T-BKT  
 12 Gnd Rod  
 I: 3ø Pri Riser w/75 A OA Fuses  
 (3) 70 1/0 AXNU Pri Cables  
 #4 SD CU Upper Pole Gnd  
 #6 SD CU Enhanced Gnd w/sign

Customer to install (2) 5" conduits from riser pole to transformer location and install (2) 5" conduits from transformer to extend beyond transformer pad to access if needed in the future. Tremont to meet APCO specs and will be inspected by APCO employee.

**Location 2**  
 I: 300KVA 120/208 3ø Pad Mount (T005A6)  
 Enhanced Gnd for Padmount  
 (3) Elbows  
 (3) Arrestors  
 (3) 400/5 Window Type CT's  
 20 Meter Cable  
 13 Terminal CT Meter Socket

**Location 3**  
 I/T: 25 KVA conv xfmr (T005A5)  
 LA&CO  
 T-BKT  
 #6 SD CU Enh Gnd w/sign  
 Connect secondary for light at LOC 1

Matthew Gray  
 APCo Engineer  
 Tel 205-226-1432  
 Radio 1110946  
 mgray@southtenco.com




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

**September 5, 2017**

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services  
Rebecca Leavings, City Clerk

From: Christopher Brady, City Engineer 

RE: consent of easement to Alabama Power, East Elementary/Byrd Park

---

I have reviewed the request of an easement to be established across a portion of City-owned property at Byrd Park to allow Alabama Power to provide electrical service to the expansion of East Elementary.

I see no concerns with this request and recommend City approvals.

Please let me know if questions,

Sincerely,  
-Christopher

**RESOLUTION NUMBER 4982**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A REFUND TO ALLIANCE WEALTH BUILDERS FOR OVERPAYMENT OF VESTAVIA HILLS BUSINESS LICENSE FEES FOR THE YEARS OF 2014-2017.**

**WHEREAS**, Revenue Discovery Systems (“RDS”), the City’s designated agent for collection of Business License fees, received a refund petition from Alliance Wealth Builders (“Alliance”) for overpayment of Business License fees based upon incorrect gross earnings for the following years: 2014, 2015, 2016 and 2017; and

**WHEREAS**, RDS has reviewed the corrected earnings reports of Alliance and has determined a refund is in order in the amount of \$31,531.26; a copy of said report and detail is marked as “Exhibit A,” attached to and incorporated into this Resolution Number 4982 as though written fully therein; and

**WHEREAS**, the Finance Director has confirmed the overpayment and the amount to be refunded and has reported to the City Manager that the refund is in good order; and

**WHEREAS**, the Mayor and the City Council agree it is in the best public interest to authorize the City Manager to issue said refund in the amount of \$31,531.26.

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

1. The City Manager is hereby authorized to issue a refund to Alliance Wealth Builders in the amount of \$31,531.26 as detailed in the attached Exhibit A; and
2. This Resolution Number 4982 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



600 Beacon Parkway West, Suite 900  
Birmingham, AL 35209

August 24, 2017

Mr. Melvin Turner, III  
Finance Director  
City of Vestavia Hills, AL

RE: Alliance Wealth Builders

Mr. Turner,

Alliance Wealth Builders overpaid their City of Vestavia Hills 2014 – 2017 business license. The payment was made through discovery recovery department. Please see the attached refund request and process accordingly.

Thank you,

A handwritten signature in black ink, appearing to read "Jennifer Disko". The signature is written in a cursive style with large, flowing loops.

Jennifer Disko  
Discovery Recovery Manager  
205-423-4143



RDS Refund Petition

RDS
Attn: Refunds
600 Beacon Parkway West
Suite 900
Birmingham, AL 35209

Refund Petition

[ ] Joint [ / ] Direct

Note: Separate petitions are required for each type of tax and for each city or county. (Instructions on page 2)

The undersigned hereby makes application for refund of (\$ 31,531.26 ) Dollars. Taxes paid by said undersigned to the Tax Trust Account for (city or county) Vestavia Hills for the period(s) 2014 - 2017, which amount was erroneously paid or paid in excess of the amount due or was paid through mistake of fact or law.

Explain in detail the reasons for refund claim (attach additional pages if necessary):

Reported THE INCORRECT GROSS EARNINGS FOR YEARS 2014 - 2017.

Signatures: A joint petition must bear the signatures of both the seller and the consumer-purchaser. If a petitioner is an individual, the individual must sign. If a petition is a partnership or limited liability partnership, a partner must sign. If a petition is a corporation, an officer of the corporation must sign. If a petition is a limited liability company, a member must sign.

Jennifer Brown
Petitioner's Name (Seller)
267178 RDS Account # 205-586-6575 Telephone #
J.B. / President
Petitioner's Signature/Title
jbrown@awbcorp.com
Petitioner's Email Address
100 Century Parks, Suite 105
Mailing Address
Vestavia, AL 35226
City State Zip
5/18/17
Date Signed

Petitioner's Name (Consumer-Purchaser)
RDS Account # Telephone #
Petitioner's Signature/Title
Petitioner's Email Address
Mailing Address
City State Zip
Date Signed

Alliance Wea/Hh Builders

Jurisdiction	Year	Schedule	Description	Gross	License Fee	Penalty	Issuance Fee	Total
Vestavia Hills	2014	999110	Misc Business Services	\$1,292,611.25	\$2,013.91	\$1,369.45	\$12.00	\$3,395.36
Vestavia Hills	2015	999110	Misc Business Services	\$3,786,167.88	\$5,754.25	\$3,222.38	\$12.00	\$8,988.63
Vestavia Hills	2016	999110	Misc Business Services	\$5,771,915.50	\$8,732.87	\$3,842.46	\$12.00	\$12,587.33
Vestavia Hills	2017	999110	Misc Business Services	\$8,307,300.68	\$12,535.95	\$900.06	\$12.00	\$13,448.01
							Direct Check	\$38,419.33
Vestavia Hills	2014	999110	Misc Business Services	\$352,483.00	\$603.72	\$416.56	\$12.00	\$1,032.28
Vestavia Hills	2015	999110	Misc Business Services	\$590,773.64	\$961.16	\$547.86	\$12.00	\$1,521.02
Vestavia Hills	2016	999110	Misc Business Services	\$852,970.28	\$1,354.45	\$609.50	\$12.00	\$1,975.95
Vestavia Hills	2017	999110	Misc Business Services	\$1,126,356.20	\$1,764.53	\$582.29	\$12.00	\$2,358.82
								\$6,888.07
								\$31,531.26

Remit Payment to :

Revenue Discovery Systems  
 600 Beacon Parkway West  
 Suite 900  
 Birmingham, AL 35209

Please make check payable to : Tax Trust Account



Member FDIC EQUAL HOUSING LENDER

ALLIANCE WEALTH BUILDERS INC  
 732 MONTGOMERY HWY PMB 232  
 VESTAVIA AL 35216-1800

FREE BUSINESS CHECKING

20000957917 (Continued)

WITHDRAWALS AND DEDUCTIONS

Date	Description	Amount
800-463-3768 GA		
Card# 1109		
4/28	POS DEB 2351 04/27/17 036760	30.00- ✓
CALLRAIL.COM		
888-907-4718 GA		
Card# 1109		

CHECKS IN NUMBER ORDER

Date	Check No	Amount	Date	Check No	Amount
4/11	3016	250.00 ✓	4/13	3055	8,500.00 ✓
4/04	3034*	2,370.00 ✓	4/12	3056	6,000.00 ✓
4/03	3040*	1,170.00 ✓	4/13	3057	2,500.00 ✓
4/04	3041	25.00 ✓	4/13	3058	37.93 ✓
4/21	3042	750.00 ✓	4/13	3059	1,500.00 ✓
4/04	3043	202.43 ✓	4/13	3061*	674.52 ✓
4/03	3044	9,100.00 ✓	4/21	3062	1,995.00 ✓
4/04	3045	7,500.00 ✓	4/19	3063	49.46 ✓
4/13	3046	1,600.00 ✓	4/18	3064	40.00 ✓
4/25	3048*	250.00 ✓	4/17	3065	1,250.00 ✓
4/13	3049	9.74 ✓	4/17	3066	192.34 ✓
4/10	3050	24.51 ✓	4/19	3067	20.00 ✓
4/10	3052*	322.86 ✓	4/13	3068	1,250.00 ✓
4/24	3053	496.00 ✓	4/25	3070*	6,000.00 ✓
4/13	3054	1,346.45 ✓	4/20	3071	1,666.67 ✓
			4/04	33117*	38,419.33 ✓

(\* Check Numbers Missing)

DAILY BALANCE INFORMATION

Date	Balance	Date	Balance
4/03	96,098.40	4/13	44,699.33
4/04	47,199.82	4/14	44,086.36
4/05	45,718.78	4/17	42,166.55
4/07	50,572.14	4/18	64,516.94
4/10	89,885.87	4/19	77,834.94
4/11	89,867.77	4/20	75,263.37
4/12	81,658.90	4/21	64,488.94
		4/24	63,330.04
		4/25	65,668.66
		4/26	110,098.05
		4/27	76,652.22
		4/28	88,260.38

<b>ALLIANCE WEALTH BUILDERS INC</b> 732 MONTGOMERY HIGHWAY PMB 232 Birmingham, AL 35216		Date: 03/31/2017 Check #: 33117
Pay to the order of: <b>RDS/Mutiservices</b> Thirty Eight Thousand Four Hundred Nineteen Dollars And 33/100		Amount: <b>\$38,419.33</b> Dollars
IBAN/BANK: <b>267178 - TSM VESTAVIA HILLS 2014-2017</b>		By RDS/Mutiservices for ALLIANCE WEALTH BUILDERS INC
MICR LINE: <b>⑆ 265270413⑆ 20000957917⑆ 33117</b>		

Check 33117 Date: 04/04 Amount: \$38,419.33

**RESOLUTION NUMBER 4983**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY  
MANAGER TO EXECUTE AND DELIVER A THREE-YEAR  
AGREEMENT WITH RIVERTREE SYSTEMS, INC., FOR AUDITING  
SERVICES**

**WHEREAS**, the City of Vestavia Hills designates Rivertree Systems, Inc. (“Rivertree”, for auditing and collection services pursuant to a certain written agreement which is set to expire on September 30, 2017; and

**WHEREAS**, the Finance Director has received a new 3-year agreement with Rivertree with amendments as required under Act No. 2016-406 of the Alabama Legislature regarding Final Assessments and Terminations. A copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4983 as if written fully therein; and

**WHEREAS**, the Finance Director and City Manager have reviewed said agreement and have recommended approval to continue utilization of Rivertree’s services.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said agreement with Rivertree Systems, Inc.; and
2. This Resolution Number 4983 shall become effective immediately upon adoption and approval.

**APPROVED and ADOPTED** this the 18<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**RiverTree Systems Audit Revenue Report**  
**City of Vestavia Hills**  
**January 2014 - August 2017**

<b>Year</b>	<b>Audit Revenue</b>	<b>Audit Fee</b>	<b>%</b>
2014	\$ 43,669.47	\$ 11,748.75	26.90%
2015	\$ 57,632.87	\$ 16,688.75	28.96%
2016	\$ 158,606.48	\$ 28,340.00	17.87%
2017 (thru Aug 31)	\$ 69,458.99	\$ 17,663.75	25.43%
	<b>\$ 329,367.81</b>	<b>\$ 74,441.25</b>	<b>22.60%</b>

Total Audit Revenue:	\$329,367.81
Total Audit Fee:	\$74,441.25
<b>Net Revenue to City:</b>	<b>\$254,926.56</b>

\* Please Note: The above revenue figures do not include any continuing taxpayer compliance revenues resulting from RiverTree Systems audit work.

Compliance revenue is generated from taxpayers who, until audited, did not remit correctly to the City. Those taxpayers are now registered with the City and continue to produce revenues in the form of:

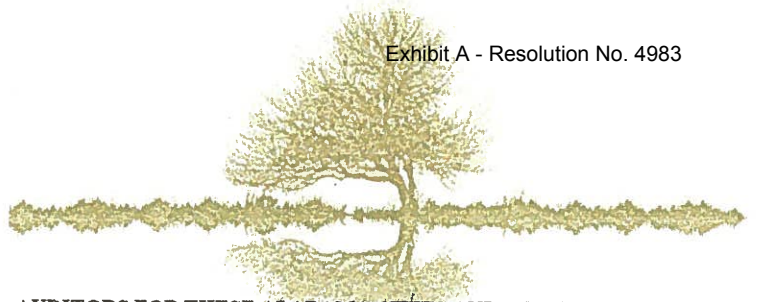
- Business License calculations, purchases and/or renewals
- Sales, Sellers Use, Consumer Use, Lodgings, Gas Excise, Rental/Lease Tax, etc. remittances

**RIVERTREE SYSTEMS, INC.**

**P. O. Box 361361**

**Birmingham AL 35236**

Exhibit A - Resolution No. 4983



**AUDITORS FOR THESE ALABAMA CITIES AND COUNTIES:**

ALABASTER\*ALEXANDER CITY\* ANDALUSIA\* BIRMINGHAM  
CALERA\* CENTER POINT\*DECATUR\*GARDENDALE\*GULF SHORES  
HARTSELLE\* HELENA \* HOMEWOOD \*HUEYTOWN \* IRONDALE  
JACKSONVILLE\*JASPER \* MADISON \* MILLBROOK\* MONTGOMERY  
MONTEVALLO\* MOODY\* NORTHPORT\*PELL CITY\* ORANGE BEACH  
OZARK\* PELHAM \* PRATTVILLE\* TALLADEGA\*TRUSSVILLE\* TUSCUMBIA  
VESTAVIA HILLS-TRINITY (BUSINESS LICENSES ONLY)  
BALDWIN COUNTY\*MORGAN COUNTY\*MONTGOMERY COUNTY\*SHELBY  
COUNTY\*ST. CLAIR COUNTY

205-988-0331 x301

Fax 205- 988-9687

[jimthomas308@bellsouth.net](mailto:jimthomas308@bellsouth.net)

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August 21, 2017

Melvin Turner, III  
Finance Director- City of Vestavia Hills  
Vestavia Hills City Hall  
P O Box 660854  
Vestavia Hills, AL 35266-0854

RE: Audit Contract

Dear Mr. Turner:

Rivertree's database shows that the current 3-year contract is to expire on September 16, 2017.

Enclosed you will find a new contract at the same hourly rate. The only changes are the items required under ACT #2016-406. The main change is 2-f on Final Assessments and 11-Termination is 90 days. Rivertree always lets the City know who we are reviewing and request the City to approve and sign-off on any Final Assessment. These new changes did not affect us.

The contract still states **ALL escape audit checks** are made to the City of Vestavia Hills. The compensation remains at \$65.00 per hour for the next three years.

Please call if you have any concerns or email.

Thanks for your help.

James M. Thomas  
Certified Revenue Examiner

STATE OF ALABAMA

COUNTY OF JEFFERSON

## **AGREEMENT FOR EXAMINATION SERVICES**

**THIS AGREEMENT** made and entered into on this the \_\_\_ day of September 2017 by and between the **CITY OF VESTAVIA HILLS**, hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "RIVERTREE").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

**NOW, THEREFORE, PREMISES CONSIDERED,** RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that

RIVERTREE will provide the following services:

- a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
- b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.
- c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other city tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
- d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other City taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client. RIVERTREE shall issue the Preliminary Assessments on audit findings. If a **Final Assessment** is required the Client will issue either on a City form or sign off on the RIVERTREE Final Assessment. At no time will RIVERTREE issue a Final Assessment without the Client's approval.
- g) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.
- h) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- i) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- j) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- k) Any additional or incidental services which are allowable by law and are reasonably necessary to carry out RIVERTREE's obligations under this Agreement.

**RIVERTREE shall collect all taxes with checks payable to the CITY OF VESTAVIA HILLS.**

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **sixty-five dollars (\$65.00) per hour.**

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

3 **Representations and Warranties.** RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.

- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

**4 Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

**5. Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE relating to the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or relating to any invalidated assessment based upon an audit conducted by

RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall always be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or



benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of the Code of Alabama (1975-40-2A-12, this Agreement shall not be renewed or extended beyond such three (3) year term: provided, however, that parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters regarding which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least **NINETY (90)** days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Vestavia Hills. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then

any disputes not resolved by mediation shall be decided in the Circuit Court of Jefferson County, Alabama and governed by the laws of the State of Alabama between the Vestavia Hills and RIVERTREE.

**IN WITNESS WHEREOF**, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

**CITY OF VESTAVIA HILLS**

By: \_\_\_\_\_

Title: MAYOR

**CITY OF VESTAVIA HILLS**

By: \_\_\_\_\_

Title: CITY MANAGER

**RIVERTREE SYSTEMS, INC.**

\_\_\_\_\_

PRESIDENT

PATRICK H. BOONE  
ATTORNEY AND COUNSELOR AT LAW  
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705  
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH  
BIRMINGHAM, ALABAMA 35203-3720  

---

TELEPHONE (205) 324-2018  
FACSIMILE (205) 324-2295

September 12, 2017

By Electronic Mail

Finance Director Melvin Turner, III  
Vestavia Hills Municipal Center  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

In Re: Resolution Number 4983  
Agreement with Rivertree Systems, Inc.

Dear Mr. Turner:

Resolution Number 4983 authorizing the execution and delivery of a three (3) year Agreement for Examination Services ("Agreement") with Rivertree Systems, Inc. for auditing services was scheduled to be considered by the City Council at its regularly scheduled meeting on Monday, September 11, 2017. That meeting was postponed and rescheduled for September 18, 2017 because of inclement weather.

On September 11, 2017, you requested my comments regarding the proposed three-year Agreement by and between the City and Rivertree Systems, Inc. for auditing services. After reviewing the Agreement, it is my opinion that it meets the requirements of Alabama law. Therefore, I recommend approval from a legal standpoint.

Alabama law, with the enactment of Act Number 2016-406, changed since the City's last agreement with Rivertree. The new law amended sections 40-2A-3, 40-2A-6, 40-2A-12 and 40-2A-15, *Code of Alabama, 1975*. Some of the highlights of the new law are as follows:

1. Contingent fee contracts are void and unenforceable.
2. Any person violating the section regarding contingent fee contracts shall have committed a Class A misdemeanor. Violators shall also forfeit any certification and can result in the forfeiture of the license.

September 12, 2017

Page 2

3. Municipalities cannot access cost of collecting taxes against the taxpayer.

4. A contract of this nature cannot extend beyond a period of three (3) years.

5. A contract of this nature may be terminated by either party upon ninety (90) days written notice.

I hope this letter finds you happy and well.

Very truly yours,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal stroke at the end.

Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

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

**RESOLUTION NUMBER 4984**

**A RESOLUTION GRANTING ALABAMA POWER COMPANY A  
UTILITY EASEMENT FOR CONNECTION OF ELECTRICAL  
SERVICE**

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 4984 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

Source of Title:  
Deed Book 6590, page 182

**EASEMENT – DISTRIBUTION FACILITIES**

STATE OF ALABAMA  
COUNTY OF JEFFERSON

This instrument prepared by: Dean Fritz

Alabama Power Company  
2 Industrial Park Drive  
Pelham, AL 35124

**KNOW ALL MEN BY THESE PRESENTS**, That the undersigned **The City of Vestavia Hills** (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

**Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in **Deed Book 6590, Page 182**, in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by \_\_\_\_\_, its authorized representative, as of the \_\_\_\_\_ of \_\_\_\_\_.

ATTEST (if required) or WITNESS:

The City of Vestavia Hills  
(Grantor)

By: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

Its: \_\_\_\_\_  
[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: No                      Location to Location: \_\_\_\_\_

NE ¼ of the NW ¼ of Section 31, Township 18 South, Range 2 West

W.E. No. A6173-06-AV17

Transformer No. T006MA

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_

of The City of Vestavia Hills, a municipality, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



**SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.**

Map Center UTM: 1704189 12136830

Map Center Lat. on: 33.432022 -86.790894

1 inch = 102 feet

Customer VESTAVIA HILLS ELEMENTARY WEST	Location 1965 MERRYVALE ROAD	County Jefferson	Section 30	Township 185	Range 2W	Add'l Info.	Estimate No. A617306A/17
Division BIRMINGHAM	District PATTON CHAPEL	Used JOWENS	Created: 8/25/2017	Substation MASSEY RD DS	X-39844	Y-XG2813	MISSALL#
Map Center UTM: 1704189 12136830	Map Center Lat. on: 33.432022 -86.790894	Map Center UTM: 1704189 12136830	Map Center Lat. on: 33.432022 -86.790894	Map Center UTM: 1704189 12136830	Map Center Lat. on: 33.432022 -86.790894	Map Center UTM: 1704189 12136830	Map Center Lat. on: 33.432022 -86.790894

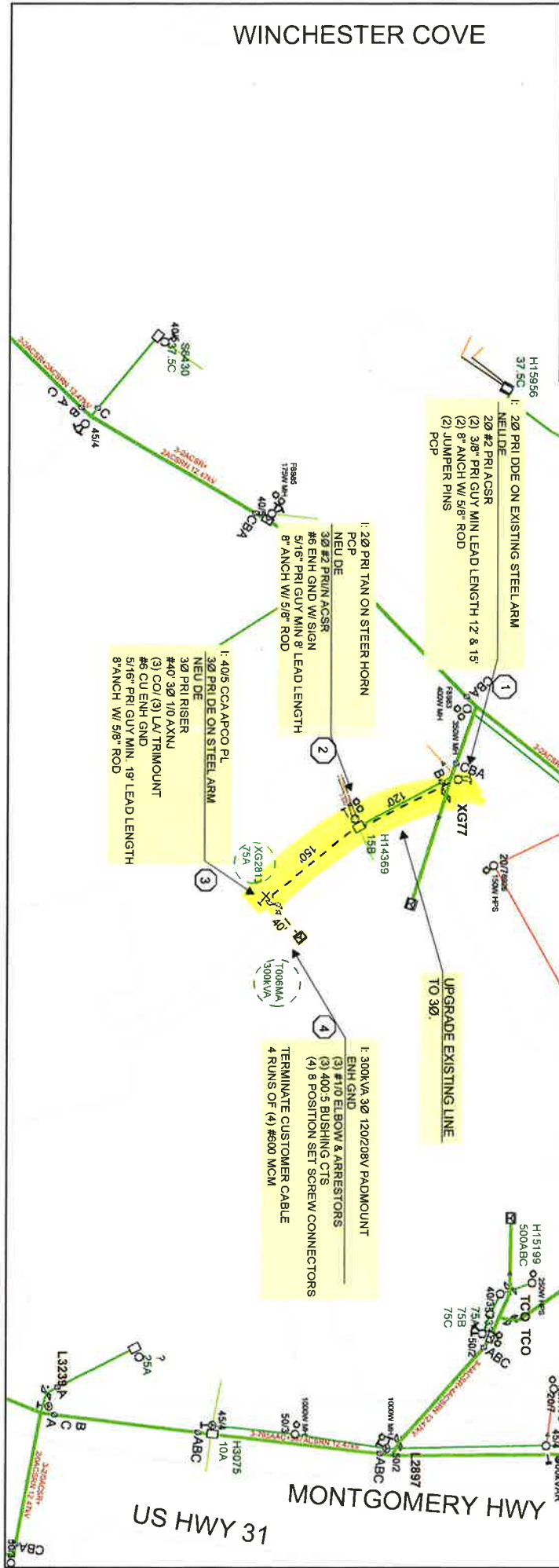
Provide 3Ø, 120/208V, underground service to add on cafeteria. Install 300kVA padmount and approx. 40' of (3) 1/0 AXNU cable. Customer to trench and install (2) 5" conduits with 42" of cover. Customer is to also install concrete pad. APCo to inspect trench before backfilling and pad before concrete is poured.

Contractor: David of Lee Customs  
577-8002

Joseph Owens - Distribution Engineer  
Office: 205-226-1793  
Radio: 10\*11408  
jowens@southdenco.com

ENERGIZED LINE WORK  
Sub: MASSEY RD DS  
OCB/OCR: RCT16

Loc 4	Transformer Loading 201 kVA	Voltage Pri 120/ Sec 208V
----------	--------------------------------	---------------------------------



WINCHESTER COVE

MONTGOMERY HWY

US HWY 31

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

**September 7, 2017**

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services  
Rebecca Leavings, City Clerk

From: Christopher Brady, City Engineer



RE: consent of easement to Alabama Power, West Elem/Wald Park

---

I have reviewed the request of an easement to be established across a portion of City-owned property at Wald Park to allow Alabama Power to provide electrical service to the expansion of West Elementary.

I see no concerns with this request and recommend City approvals.

Please let me know if questions,

Sincerely,  
-Christopher

**RESOLUTION NUMBER 4985**

**A RESOLUTION ACCEPTING A BID FOR RIGHT-OF-WAY MOWING  
ALONG MONTGOMERY HIGHWAY AND COLUMBIANA ROAD  
WITHIN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on March 17, 2017 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for right-of-way mowing along Montgomery Highway and Columbiana Road within the City of Vestavia Hills; and

**WHEREAS**, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 22, 2017 and recommended acceptance of the bid submitted by Turf Management. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4985 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Turf Management as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as "Exhibit B" attached to and incorporated into this Resolution Number 4985 as though written fully therein; and
3. This Resolution Number 4985 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**Vestavia Hills Public Services  
1032 Montgomery Highway  
Vestavia Hills, AL 35216**

**INTEROFFICE MEMO**

Date: August 22, 2017

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: ROW mowing/maintenance Highway 31 and Columbiana Road

On March 17 bids were opened for contract mowing and maintenance of Highway 31 and Columbiana Road. This includes keeping the end caps weed free and refreshing the pine straw in the beds twice per year. It also includes landscape maintenance at the Sybil Temple.

There were three bids submitted and are indicated below:

Turf Management	\$64,000 annually
Nature Scape	\$95,464.39 annually
Landscape Workshop	\$133,128 annually

It is my recommendation that we select Turf Management. This is a two year agreement in order to line it up with our other ROW maintenance contracts. The agreement is attached with the submitted bid by Turf Management.

CC: Rebecca Leavings  
Christopher Brady

Attachment: Bid submittal

Invitation to Bid - ROW Mowing  
Columbiana Rd & Hwy 31

**INVITATION TO BID**  
**CITY OF VESTAVIA HILLS**  
**1032 MONTGOMERY HIGHWAY**  
**VESTAVIA HILLS AL 35216**

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON MAY 18, 2017  
AT 10:00 AM. BIDS TO BE TURNED IN NO  
LATER THAN 10:00 AM ON THIS DATE.

DATE: May 1, 2017  
BID: R.O.W. Mowing US 31 and  
Columbiana Road

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by the date and time listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Turf Mangement Systems, Llc

PRICE\*: \$56,160.00 ROW, \$7,840.00 Temple WARRANTY: \_\_\_\_\_

DELIVERY DATE: May 18, 2017

BIDS GOOD THROUGH\*\*: August 16th, 2017

*\*See Specifications Enclosed.*

*\*\*All bids must be good for a minimum of 90 days.*

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**This form must be notarized.**

FIRM Turf Management Systems, Llc

Sworn and Subscribed before me  
this the 18 day of May,  
~~2016~~ 2017

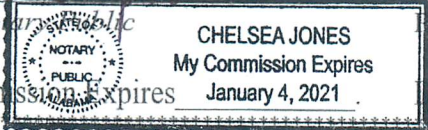
BY Chris Sheedy 

ADDRESS 2120 16h Ave S



Birmingham, Al 35205

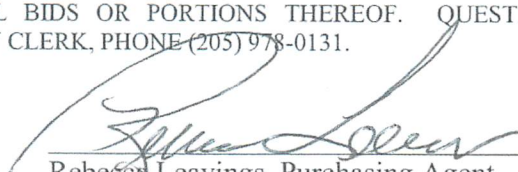
Notary Public



PHONE 205-979-8604

My Commission Expires January 4, 2021 DATE May 18, 2017

\*\*\*\*\*  
ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

  
Rebecca Leavings, Purchasing Agent

Cost per shrub for Highway 31 median beds

Shrub Type	Cost per shrub
3gal. 'purple diamond' Lorepetalum	\$39.60
3 gal. 'carissa' holly	\$24.75

## Contract for ROW Mowing

### 1. Scope of Services

Turf Management Systems, Llc (Contractor) is to provide all supervision, labor, equipment and services required to perform all lawn services for Vestavia Hills Public Services as specified herein from October 1, 2017, to September 30, 2019, for the contract price not to exceed \_\_\_\_\_.

### 2. Safety Standards

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

### 3. Discontinuance of Work

CONTRACTOR upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous as determined by the City of Vestavia Hills.

### 4. Observance of Laws, Ordinances and Regulators

CONTRACTOR at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. CONTRACTOR shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

### 5. Protection of Underground Utilities

CONTRACTOR shall be responsible for contacting the appropriate utility for location of any underground services, which are in the work area and could be damaged by operations of CONTRACTOR.

### 6. Addition or Deletion of Areas

The City of Vestavia Hills reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The



City of Vestavia Hills shall give notice to CONTRACTOR of the areas to be serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the City of Vestavia Hills, failure of CONTRACTOR to comply with the approved lawn service schedule shall be sufficient cause to give notice that CONTRACTOR is in default of the contract.

#### **7. Work Schedule**

CONTRACTOR will schedule the work during typical work hours for related services, unless authorized by the City of Vestavia Hills. Serviced areas shall be completed on Tuesday-Friday, weekly, unless changed by City of Vestavia Hills.

#### **8. Licenses and Permits**

CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to contract.

#### **9. Subcontracts**

CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the City of Vestavia Hills. CONTRACTOR, as approved, shall bind the subcontractor. All directions given to the subcontractor in the field shall bind CONTRACTOR as if the notice has been given directly to CONTRACTOR.

#### **10. Execution of the Contract**

The contract, when executed, shall be deemed to include the entire agreement between the parties. CONTRACTOR shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the City of Vestavia Hills.

#### **11. Supervision**

This contract will be under the direct supervision of the City of Vestavia Hills. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between CONTRACTOR and City of Vestavia Hills and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

#### **12. Work Crew Supervision**

CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by CONTRACTOR to accept and act upon all directives issued by the City of

Vestavia Hills. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that CONTRACTOR is in default of the contract unless such directives would create potential injury or safety hazard.

### 13. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

### 14. Contract Termination

The City of Vestavia Hills shall have the right at any time to cancel this contract for reasons other than breach by CONTRACTOR and require CONTRACTOR to cease work thereon. In such cases CONTRACTOR will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

### 15. Insurance

CONTRACTOR agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
  - i) \$500,000 for any one person occurrence
  - ii) \$1,000,000 for any one occurrence
- b) For damage to property not belonging to CONTRACTOR or his subcontractors in an amount not less than:
  - i) \$500,000 for any one accident
  - ii) \$1,000,000 aggregate amount
- c) For personal injuries including death and/or for damages to property not belonging to CONTRACTOR or his SUBCONTRACTOR s caused by automotive equipment or used by CONTRACTOR or his SUBCONTRACTOR s in an amount not less than:
  - i) \$500,000 personal injury per person per occurrence
  - ii) \$1,000,000 personal injury per occurrence
  - iii) \$500,000 property damage per accident
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
  - i) \$500,000 employer's liability per person  
Such insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the

City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

#### **16. Crew Information**

- a) Crews will be dressed neat. Shirts shall be worn at all times
- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks will be taken individually
- d) No "horseplay" will be tolerated on the job.
- e) All refuse from lunches and breaks will be disposed of immediately.
- f) No items of trash will be run over with mowers or weed eaters. Trash pick-up is the responsibility of the City and efforts must be made to schedule lawn maintenance accordingly.

#### **17. Equipment**

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City of Vestavia Hills. The City of Vestavia Hills reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.
- b) Equipment will not be stored on City property.
- c) All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

#### **18. Required Work**

- a) All work to be done once a week during the months of March through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Parks and Recreation Director or his designee. Work to be done twice per month from October through February.

- b) Trash collection along all areas noted on maps.
- c) Mowing and edging all areas noted on maps
- d) All work must be of high quality and must meet general grooming standards of a public facility as set by the Public Service Director or his designee.
- e) When work is complete all sidewalks, roads, etc must be free of clippings and debris.
- f) Keep beds weed free
- g) Refresh straw 2 times per year in beds (AKA Endcaps)
- h) Remove any dead shrubs as needed and provide prices for replacement shrubs (on attached sheet)

Signed for CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_ Date

Signed for the City of Vestavia Hills

\_\_\_\_\_  
Jeff Downes, Mayor

\_\_\_\_\_ Date

\_\_\_\_\_  
Ashley Curry, Mayor

\_\_\_\_\_ Date

### INVITATION TO BID

## CITY OF VESTAVIA HILLS 1032 MONTGOMERY HIGHWAY VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON MAY 18, 2017  
AT 10:00 AM. BIDS TO BE TURNED IN NO  
LATER THAN 10:00 AM ON THIS DATE.

DATE: May 1, 2017  
BID: R.O.W. Mowing US 31 and  
Columbiana Road

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by the date and time listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: LANDSCAPE WORKSHOP  
PRICE\*: \$266,256.00 For Term of Contract WARRANTY: \_\_\_\_\_  
DELIVERY DATE: 05/18/2017  
BIDS GOOD THROUGH\*\*: 08/30/2017

*\*See Specifications Enclosed.*

*\*\*All bids must be good for a minimum of 90 days.*

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**This form must be notarized.**

FIRM Landscape Workshop

Sworn and Subscribed before me  
this the 17<sup>th</sup> day of May,  
2017.

BY Brittany Hubbard

ADDRESS 3601 Parkwood Rd.

Bessemer, AL. 35022

PHONE 205-424-0244 ext 2123

Hubbard  
Notary Public

My Commission Expires 3/19/18

DATE 5/17/17

\*\*\*\*\*  
ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

Rebecca Leavings  
Rebecca Leavings, Purchasing Agent



Cost per shrub for Highway 31 median beds

Shrub Type	Cost per shrub
Carissa Holly	\$ 28.00
LOROPETALUM 'Purple Pixie'	\$ 35.00



# INVITATION TO BID

## CITY OF VESTAVIA HILLS 1032 MONTGOMERY HIGHWAY VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON **MAY 18, 2017**  
AT 10:00 AM. BIDS TO BE TURNED IN NO  
LATER THAN 10:00 AM ON THIS DATE.

DATE: May 1, 2017  
BID: R.O.W. Mowing US 31 and  
Columbiana Road

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by the date and time listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: NatureScape, Inc.  
PRICE\*: \$95,464.39 (1yr total) \$190,928.78 (2yr total) WARRANTY: \_\_\_\_\_  
DELIVERY DATE: May 18, 2017  
BIDS GOOD THROUGH\*\*: September 1, 2017

Sibyl Temple  
Proposal Attached

*\*See Specifications Enclosed.*  
*\*\*All bids must be good for a minimum of 90 days.*

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**This form must be notarized.**

FIRM NatureScape, Inc.

Sworn and Subscribed before me  
this the 17 day of May,  
2017.

BY [Signature]

ADDRESS 159 Greenwich Drive

Pelham, AL 35124

PHONE 205 - 664 - 7774

My Commission Expires 7-8-2018.

DATE 5/17/17

\*\*\*\*\*  
ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

[Signature]  
Rebecca Leavings, Purchasing Agent



Cost per shrub for Highway 31 median beds

Shrub Type	Cost per shrub (includes installation)
Carissa Holly	\$27.00
Parson's Juniper	\$27.00
Purple Pixie Loropetalum	\$35.00



**RESOLUTION NUMBER 4986**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH JEFFERSON COUNTY REGARDING MAINTENANCE OF “THROUGH ROADS” IN THE CITY OF VESTAVIA HILLS, ALABAMA**

**WHEREAS**, the Mayor and City Council of the City of Vestavia Hills is desirous of an agreement with Jefferson County regarding the maintenance of infrastructure along designated “through roads” located in the City of Vestavia Hills; and

**WHEREAS**, the City Manager has worked with Jefferson County Officials to draft an agreement that addresses the maintenance of certain “through roads” located in the City of Vestavia Hills; and

**WHEREAS**, a copy of said draft agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4986 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept said agreement with Jefferson County.

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

1. The Mayor and City Manager are hereby authorized to finalize, execute and deliver said agreement as detailed in the attached “Exhibit A” with Jefferson County substantially as drafted and subject to the approval of the City Attorney and the Jefferson County Commission; and
2. This Resolution Number 4986 shall become effective immediately upon approval and adoption.

**ADOPTED and APPROVED** this the 18<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**AGREEMENT BETWEEN  
JEFFERSON COUNTY, ALABAMA AND  
THE CITY OF VESTAVIA HILLS, ALABAMA  
REGARDING MAINTENANCE OF SELECT ROADWAYS  
WITHIN THE MUNICIPALITY**

**WHEREAS**, the City of Vestavia Hills, Alabama, hereinafter referred to as “City”, and Jefferson County, Alabama, hereinafter referred to as “County”, are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City’s corporate limits and municipal jurisdiction; and

**WHEREAS**, the City desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the City; and

**WHEREAS**, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways; and

**WHEREAS**, the County is willing to enter into an agreement with the City for the maintenance of roadways specified in this Agreement; and

**WHEREAS**, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels, and movements should be of a controlled nature such to promote said mobility; and

**WHEREAS**, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of the same; and

**WHEREAS**, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the roadways specified in this Agreement;

**NOW THEREFORE**, in consideration of the above recitals and covenants contained herein, the parties agree as follows:

The roads and portions of roads located in the jurisdictional limits of the City and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this Agreement. The roads and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this Agreement and as shown in Exhibit A attached hereto.

The roads to be included in this Agreement are as follows:

1. County Road 113 (Rocky Ridge Road)
2. Columbiana Road
3. County Road 97 (Shades Crest Road)
4. County Road 99 (Shades Crest Road)
5. County Road 44 (Dolly Ridge Road) from the intersection of Rocky Ridge Rd to the intersection of Cahaba River Rd
6. Green Valley Road .
7. Crosshaven Drive from the intersection of Cahaba Heights Road to the northerly City limits.
8. Cahaba River Road
9. County Road 42 (Tyler Rd) from the City limits easterly to the intersection of Columbiana Road
10. Acton Rd
11. County Road 115 (Altadena Rd)

No other road and/or portion of road will be maintained by the County unless written notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the Agreement is brought before the Jefferson County Commission and approved by same.

**Notice:**

Each party to this Agreement shall designate an individual (hereinafter “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The County’s designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer  
Room A200 Courthouse  
716 Richard Arrington Jr. Blvd. North  
Birmingham, AL 35203

The City’s designated Administrator shall be the following individual:

City Manager  
Vestavia Hills City Hall  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

**County's Responsibilities:**

Any and all maintenance performed by the County on the subject roadway(s) shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the subject roadway(s):

1. **Roadway Surface and Roadbed Maintenance**
2. **Guardrails**
3. **Signs** – The County shall maintain all signs applicable to the roadway that meet the requirements of the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, within the exception of signs to be maintained by the City and described below.
4. **Drainage** – The County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
5. **Vegetation** - The County shall maintain the vegetation along the right-of-way only.
6. **Utilities** – The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway(s) in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
7. **Debris** – The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
8. **Bridges** – The County shall only be responsible for the following bridges:

***Columbiana Road over Patton Creek - BIN No. 014298***

9. **Other** – The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway(s) that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

### **City's Responsibilities:**

The City shall be responsible for maintenance and installation of the following:

1. **Traffic Control** – The Code of Alabama 1975 states that regulatory authority rests with the municipality in regard to this item. The City will assume maintenance control of all guide signs (as defined by the MUTCD). The County will repair or replace any signs meeting MUTCD requirements that are not considered guide signs. New signs as proposed by City ordinance shall be reviewed and approved by the County Engineer prior to the County's placement of the new sign(s). Any signs installed by the City not meeting these criteria may be subject to removal by the County. The County will replace the striping and other pavement markings (as applicable) following resurfacing because they are considered as incidental duties to the County's responsibilities for roadbed maintenance. The County may also restripe the roadway as schedule permits. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. The City shall assume control of all traffic signals within the City. The County may provide maintenance of these signals under separate agreement.
2. **Drainage** – Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc. shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private party (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner as possible. However, the City or third party shall be responsible for restoring access to adjacent parcels and replacement of the structure. If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the actual costs to the County.

3. **Zoning and Development of Controls/Access** – the City shall remain responsible for zoning and development controls along the roadway(s). The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with the County specifications.
4. **Best Management Practices** – The City shall be responsible for ensuring that, to the extent permitted by law, any construction being performed by the City or under a City permit adjacent to the roadway uses controls to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups for ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.
5. **Pedestrian Ways** – Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the City.
6. **Litter** – Pickup and clearing of litter shall be the responsibility of the City. Any associated ordinances or signing shall fall under *Item 1 – Traffic Control*.
7. **Debris** – Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the City except as noted for storm events under the County section of responsibilities.
8. **Encroachments** – the City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example, illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)
9. **Right-of-Way** – The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of the public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway(s) for State and/or Federal funds. Except in case of an

actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

If there are any discrepancies between this Agreement and State or Federal law, the State or Federal law shall govern.

The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads, bridges, signs, signals, and appurtenances located within the jurisdictional limits of the City.

**Liability related to Ordinances, Policies, Rules and Regulations:**

In executing this Agreement, neither party hereto assumes liability or responsibility for or in any way releases the other party from any liability or responsibility which arises in whole or in part from the existence or effect of their ordinances, policies, rules, or regulations. If any clause, claim, suit, action, or administrative proceeding is commences in which the enforceability and/or validity of any such ordinance, policy, rule, or regulation is at issue, the party responsible for such ordinance, policy, rule, or regulation shall defend the same at its sole expense.

**Termination of Agreement:**

This Agreement will remain in full force and effect and will not be terminated except by the written consent of either party referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, the parties agree to negotiate in good faith to reduce the obligations of the County as it relates to maintenance of the subject roadway(s), including but not limited to eliminating roadway(s) to be maintained and/or termination of this Agreement.

**JEFFERSON COUNTY COMMISSION**

**CITY OF VESTAVIA HILLS**

\_\_\_\_\_  
Jimmy Stephens, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ashley C. Curry, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Downes, City Manager                      Date

**THE STATE OF ALABAMA**

**COUNTY:** \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, hereby certify that \_\_\_\_\_, personally known to me or proved to me through satisfactory evidence of identification which were \_\_\_\_\_, personally appeared before me this day as the authorized agent of \_\_\_\_\_ (organization) and executed the same voluntarily for and as the act of said organization.

(SEAL)                      Witness my hand and official seal this this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public                      My commission expires: \_\_\_\_\_

**THE STATE OF ALABAMA**

**COUNTY:** \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, hereby certify that \_\_\_\_\_, personally known to me or proved to me through satisfactory evidence of identification which were \_\_\_\_\_, personally appeared before me this day as the authorized agent of \_\_\_\_\_ (organization) and executed the same voluntarily for and as the act of said organization.

(SEAL)                      Witness my hand and official seal this this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

DRAFT

PATRICK H. BOONE  
ATTORNEY AND COUNSELOR AT LAW  
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705  
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH  
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018  
FACSIMILE (205) 324-2295

September 8, 2017

By Electronic Mail

City Manager Jeffrey D. Downes  
Vestavia Hills Municipal Center  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

In Re: Agreement Between Jefferson County, Alabama and the City of Vestavia Hills, Alabama  
Regarding Maintenance of Select Roadways Within the Municipality

Dear Mr. Downes:

On August 28, 2017, you sent to me via electronic mail a copy of a proposed Agreement Between Jefferson County, Alabama and the City of Vestavia Hills, Alabama Regarding Maintenance of Select Roadways Within the Municipality ("Agreement") with a request that I review the same and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

It is my legal opinion that the proposed Agreement meets the requirements of Alabama law. Therefore, I recommend it from a legal standpoint. I base my legal opinion upon the following legal authorities:

1. **MAINTENANCE OF CITY STREETS AND ROADWAYS BY COUNTY:** Title 23-1-86, *Code of Alabama, 1975*, provides that a county may maintain any street or roadway within the corporate limits of a municipality with the permission of the city. That statute reads as follows:

**"§23-1-86. County commissions; municipal roads, streets and bridges.** The county commission of any county, with the consent or permission of the city council or governing body of any municipality, may establish, construct and maintain any road, street or bridge within the corporate limits of such municipality except in cases where the highway department has jurisdiction over such road, street or bridge."

2. **CONTRACTS BY AND BETWEEN COUNTIES AND MUNICIPALITIES:** The Legislature has authorized counties and municipalities to enter into written contracts for the joint exercise of their powers or services. (Title 11-102-1, et seq., *Code of Alabama, 1975*; see also Title 11-49-80(e), *Code of Alabama, 1975*.) Any agreement or contract between the county and the municipality must meet the specifications and approval requirements of Sections 11-102-2 and 11-102-3 of the *Code of Alabama*. The *Alabama Code* sets forth those requirements as follows:

**“§11-102.1. Authorization of counties and municipalities to enter into contracts for joint exercise of power or service.** Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually.

**§11-102.2. Scope of joint contract.** Any contract entered into pursuant to this chapter shall be in writing. The contract shall specify the duration of the contract, which shall not exceed three years. The parties may renew the contract for another term of not more than three years on the same or amended terms by the same method by which the original contract was adopted. Any party to the contract shall have the power to reuse to renew the contract.

**§11-102.3. Approval of joint contract by county and municipal governing bodies.** No contract entered into pursuant to this chapter shall take effect until the contract has been approved by the governing body of each of the contracting municipalities or counties. Approval by a county governing body shall be by adoption of an ordinance of general and permanent operation.”

3. **ANOTHER STATUTE THAT ALLOWS AGREEMENTS BETWEEN A COUNTY AND A MUNICIPALITY:** Title 11-49-80(e), *Code of Alabama, 1975*, reads as follows:

“(e) Nothing contained in Sections 11-49-80 and 11-49-81 shall prohibit a county and municipality from entering into a mutual agreement providing for an alternative arrangement for the control, management, supervision, regulation, repair, maintenance, or improvement of public streets or parts thereof lying within the corporate limits of an incorporated municipality.”



4. **MUNICIPAL CONTROL OVER STREETS AND ROADS:** Title 11-49-80(a), *Code of Alabama, 1975*, provides:

“(a) Where the authority to control, manage, supervise, regulate, repair, maintain and improve a street or streets or part thereof lying within a municipal corporation is vested in the county commission of the county within which a municipal corporation is located, a municipal corporation may resume or take over the authority to control, manage, supervise, repair, maintain and improve such street or streets or a part thereof designated in the resolution adopted by the governing body of a municipal corporation to resume or take over such authority.”

5. **MAINTENANCE, REPAIR AND IMPROVEMENT OF ROADS ANNEXED TO A MUNICIPALITY:**

(a) **Effect of Annexation:** The annexation of unincorporated territory into a municipality, after July 7, 1995, shall result in the municipality assuming responsibility to control, manage, supervise, regulate, repair, maintain and improve all public streets or parts thereof lying within the territory annexed, if such public streets or parts thereof were controlled, managed, supervised, regulated, repaired, maintained and improved by the county for a period of one year prior to the effective date of the annexation.

(b) **Municipal Control Over Streets and Roads:** Title 11-49-80(b), *Code of Alabama, 1975*, provides that the annexation of unincorporated territory into a municipality shall result in the municipality assuming responsibility to control, manage, supervise, regulate, repair maintain and improve all public streets or parts thereof lying within the territory annexed.

In 1997, the Court of Civil Appeals of Alabama held that a city has the responsibility for the maintenance and control of a road situated in an area that had been annexed to the municipality (*McCool v. Morgan County Commission*, 716 So.2d 1201).

6. **DEDICATION:** The city becomes the owner in fee of streets and roadways offered for dedication upon acceptance by the city (*City of Orange Beach v. Benjamin*, 821 So.2d 193 (2001)).

7. **DUTY OF A CITY:** A city has a legal duty to maintain streets in a reasonably safe condition. Title 11-47-190, *Code of Alabama, 1975*.

8. **TRAFFIC CONTROL:** A municipality rightfully exercises a great deal of control in the use of its public streets in the interests of traffic regulation and public safety. *Hanley v. City of Montgomery*, 401 So.2d 171, 180 (Ala.Cr.App.1981).

9. **ZONING:** A municipality has the legal right to zone and rezone property situated in the corporate boundaries. Title 11-52-70 through 73, *Code of Alabama, 1975*.

10. ACT NUMBER 300 OF THE 1955 SESSION OF THE ALABAMA LEGISLATURE (CODE OF ALABAMA RECOMPILED 1958, APPENDIX SECTION 985, VOLUME 14 AT PAGE 397): Act Number 300 of the 1955 Session of the Alabama Legislature (Code of Alabama Recompiled 1958, Appendix Section 985, Volume 14 at Page 397) reads as follows:

**“§985. Territory annexed to municipality.**—Any territory which may be annexed to, or incorporated as, a city or town in any county having a population of four hundred thousand inhabitants or more according to the last or any succeeding federal census shall continue to be subject to the provisions of the regulations and restrictions, if any, which regulate and restrict the use and construction of buildings, structures and land for trade, industry and residence and which establish set-back lines for buildings and structures along the roads and streets in the unincorporated area of such county as such territory shall have been subject to at the time it was annexed to or incorporated as such city or town until such city or town has zoned or regulated such territory in such regards.

The provisions of this section shall not apply to any territory annexed to any city having a population of two hundred fifty thousand inhabitants or more according to the last or any succeeding federal census. (1955, p.698; 1955 Cum.Supp., 62 §330 (243b).)”

In past years, Jefferson County has expressed its agreement to maintain certain roads in the City by letter (October 21, 1982 and January 1, 1987) or simply by resolution enacted by the Jefferson County Commission (October 20, 1992 and July 23, 2002). From a legal standpoint, I prefer a written agreement between the City and County as proposed.

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

Sincerely,



Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp  
cc: City Clerk Rebecca Leavings (by e-mail)

## **ORDINANCE NUMBER 2730**

**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 INST-1 TO VESTAVIA HILLS B-2 WITH THE CONDITIONAL USE FOR OUTDOOR RECREATION**

**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 Inst-1 (Institutional) to Vestavia Hills B-2 (business district) with the conditional use for outdoor recreational:

2221 and 2301 Old Columbiana Road  
Lots 1 & 2, Polhemus Addition to Vestavia Hills  
Continental Equity Corp. and Russell Polhemus, LLC, Owner(s)

**BE IT FURTHER ORDAINED** that said rezoning shall be conditioned upon completion of the following conditions:

1. Drainage plans shall be designed by a Professional Engineer licensed in the State of Alabama, submitted and approved by the City Engineer;
2. Private restrictive covenants shall be filed in the Jefferson County Office of Probate and a recorded copy shall be attached to this Ordinance Number 2730 for the following:
  - a. Outdoor recreation shall be limited to the following times: Sunrise to 9:00 PM daily (ending time may be adjusted, however, no outside recreational games shall be scheduled to start after 8 PM and all lighting must be turned off within 30 minutes of the end time of any outside recreation); and
  - b. Uses on the property shall be limited to B-2 uses, however, the following uses shall be prohibited: Hotels, Animal Shelter, day care center, place of assembly, public utility facility, school (public), automotive repair (major and minor), automotive sales, bank or financial services, car wash,

hardware store, home improvement center, laundromat, laundry and dry cleaning establishments (retail and industrial), liquor lounge, retail (general and unenclosed), retail (neighborhood), service station, veterinary hospital, storage (mini-warehouses), telecommunications facilities, and warehousing (wholesale and distribution).

**APPROVED and ADOPTED** this the 25<sup>th</sup> day of September, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

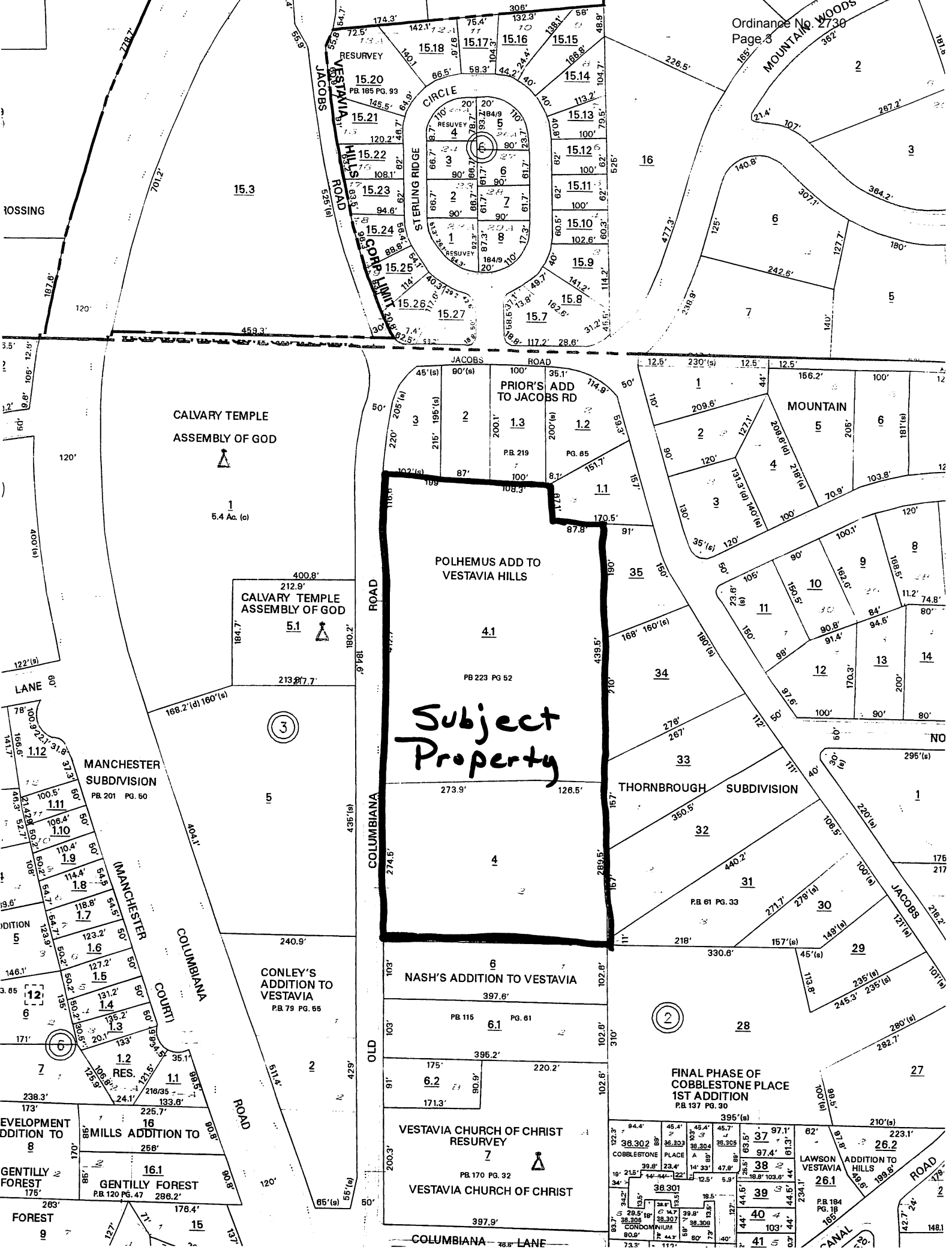
Rebecca Leavings  
City Clerk

**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 # 2730 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 25<sup>th</sup> day of September, 2017 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk



Subject Property

CALVARY TEMPLE  
ASSEMBLY OF GOD

1  
5.4 Ac. (c)

CALVARY TEMPLE  
ASSEMBLY OF GOD

3

POLHEMUS ADD TO  
VESTAVIA HILLS

4.1

PB 223 PG 52

MANCHESTER  
SUBDIVISION

PB 201 PG. 50

MANCHESTER  
COURT

1.2  
RES.

1.1

1.1

GENTILLY FOREST  
16.1

GENTILLY FOREST  
P.B. 120 PG. 47

NASH'S ADDITION TO VESTAVIA

6.1

PB 115 PG. 61

VESTAVIA CHURCH OF CHRIST  
RESURVEY

PB 170 PG. 32

VESTAVIA CHURCH OF CHRIST

FINAL PHASE OF  
COBBLESTONE PLACE  
1ST ADDITION

P.B. 137 PG. 30

LAWSON VESTAVIA  
ADDITION TO HILLS

26.1

P.B. 184 PG. 18

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26.1

26.1

26.1

26.1

COLUMBIANA ROAD

OLD COLUMBIANA ROAD

COLUMBIANA LANE

THORNBROUGH SUBDIVISION

P.B. 61 PG. 33

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**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: AUGUST 10, 2017

- **CASE: P-0717-35**
- **REQUESTED ACTION:** Rezoning From Vestavia Hills Inst-1 to Vestavia Hills B-2 The Purpose Of A Sports Medicine & Fitness Institute With A Conditional Use For Outdoor Recreation
- **ADDRESS/LOCATION:** 2221 & 2301 Old Columbiana Rd.
- **APPLICANT/OWNER:** Continental Equity Corporation & Russell W. Polhemus
- **REPRESENTING AGENT:** Randy Brooks
- **GENERAL DISCUSSION:** Property consists of Sports Medicine & Fitness Institute and adjacent ballfields. Both properties are being sold and the proposed rezoning will bring both properties into current compliance with zoning regulations. The only change planned by the purchaser is the installation of light on the ball fields. While the ball fields are permitted under the institutional zoning the applicant has requested rezoning to bring all properties under one zone. Conditional use approval is required for outdoor recreation in a B-2 zone. A photometric plan is attached showing no light spillage on adjacent properties. As-built surveys are attached. The applicants have also included a list of permitted B-2 uses that they have agreed to have stricken.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for Neighborhood (recreational areas).
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** Rezoning conditioned on outdoor recreation only.
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems notes.

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Wolfe made a motion to recommend rezoning approval 2221 & 2301 Old Columbiana Rd. from Vestavia Hills Inst-1 to Vestavia Hills B-2 The Purpose Of A Sports Medicine & Fitness Institute With A Conditional Use For Outdoor Recreation with the following conditions:

- A. Drainage plans designed by a licensed Public Engineer must be submitted to City Engineer for review and approval;
- B. Planning & Zoning Commission strongly encourage City Council to consider opening and closing times;
- C. The following uses will not be permitted: Hotels, Animal Shelter, Day Care Center, Place of Assembly, Public Utility Facility, School, Public, Automotive Repair (Major & Minor), Automotive Sales, Bank of Financial Services, Car Wash, Convenience Store, Funeral Home, Garden Center/Nursery, Gas Station, Hardware Store, Home Improvement Center, Laundromat, Laundry & Dry Cleaning (Retail), Laundry (Industrial), Liquor Lounge, Maintenance Service, Produce Market, Restaurant (Fast Food), Retail (General, Unenclosed), Retail (Neighborhood), Services (Neighborhood), Service Station, Veterinary Hospital, Storage (Mini-Warehouse), Telecommunications Facilities, and Warehousing (Wholesale & Distribution).

Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Weaver – yes	Mr. Burrell – yes
Mr. Wolfe – yes	Mr. Brooks – yes
Mr. Gilchrist – yes	Mr. House – yes
Mrs. Cobb – yes	Mr. Larson – yes
Motion carried	

**GOVERNOR MASS**  
**Carroll, Inc.**  
 LAND DEVELOPMENT  
 ENGINEERS

1. The undersigned hereby certify that the plan and details shown on these sheets were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Massachusetts.

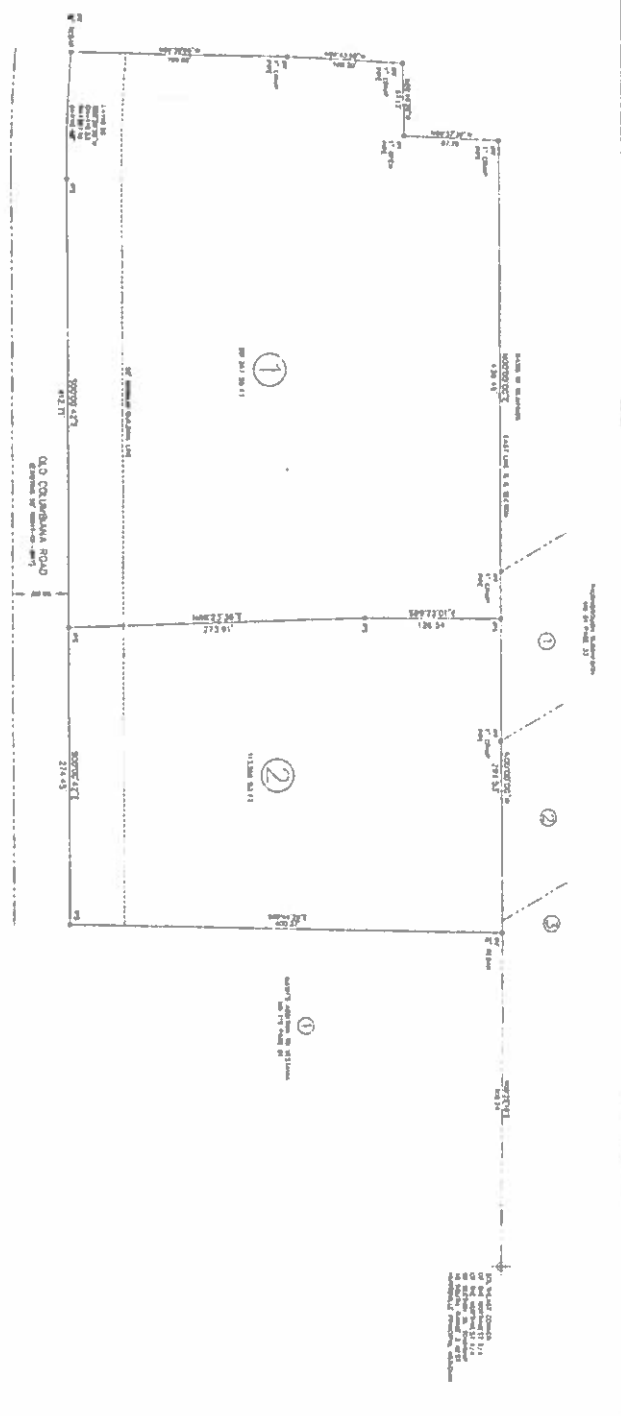
2. I hereby certify that the plan and details shown on these sheets were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Massachusetts.

3. I hereby certify that the plan and details shown on these sheets were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Massachusetts.

**J5036**  
 PLANNING BOARD - 1" = 50'

DATE	REVISION

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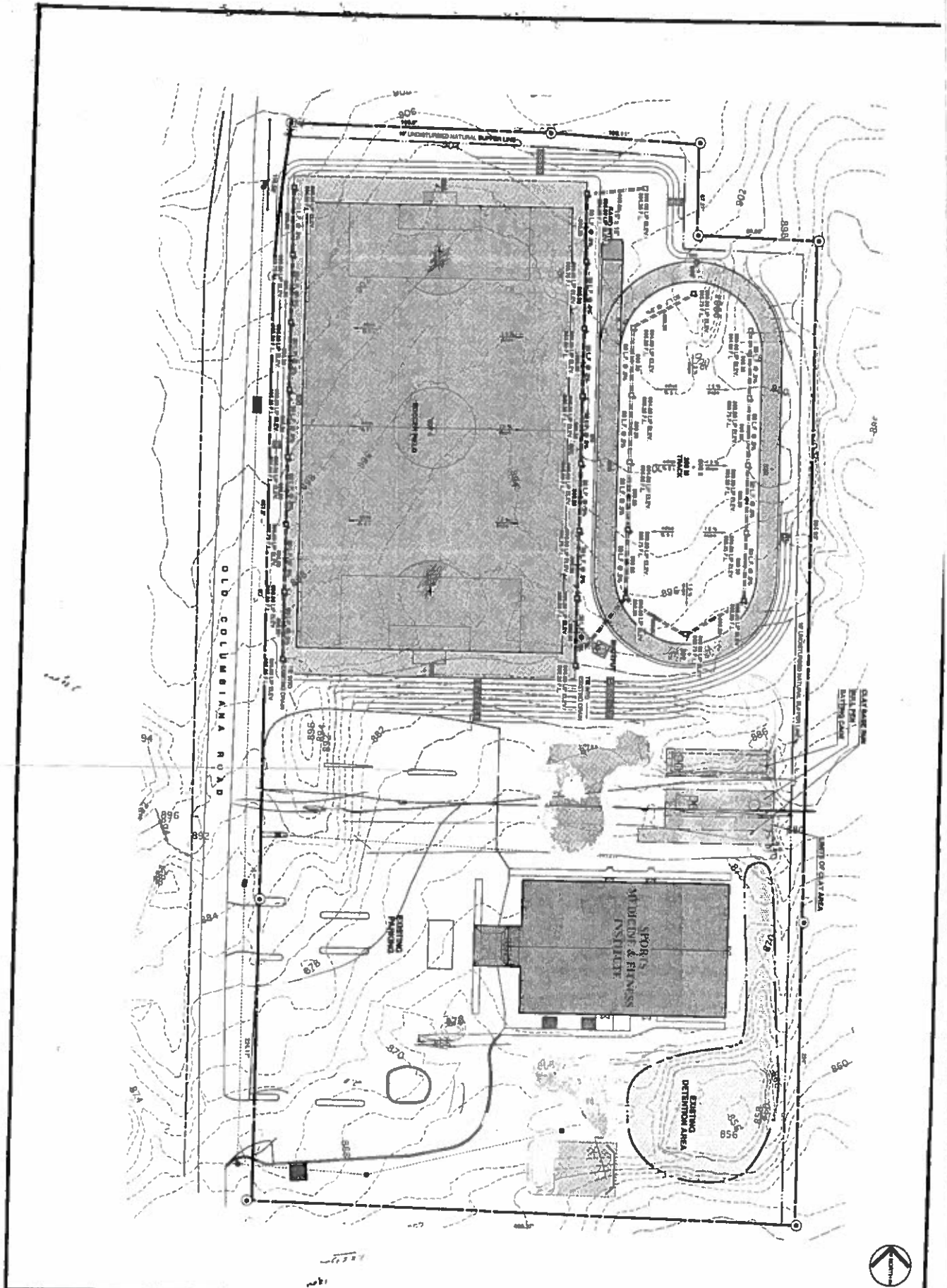
**LEGEND**

- 1. Lot boundary
- 2. Proposed boundary
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SHEET TITLE:  
**GRADING & DRAINAGE PLAN**  
 PROJECT:  
 2 OF 2  
 C-10000

**SPORTS MEDICINE & FITNESS INSTITUTE, INC.**  
 for men and women  
 VESTAVIA, ALABAMA

HOLLANDER  
 SURE ON  
 DESIGN  
 3115 PARKERS  
 LABORATORY ARCHITECTS  
 4000 W. 10th Ave.  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 FAX: 303.733.1112  
 WWW.HOLLANDERDESIGN.COM

STATE OF ALABAMA  
 PROFESSIONAL SEAL  
 CIVIL ENGINEER  
 10000



# Light-Structure Green™ Lighting System

For your  
**BUDGET,**  
for the  
**ENVIRONMENT.**

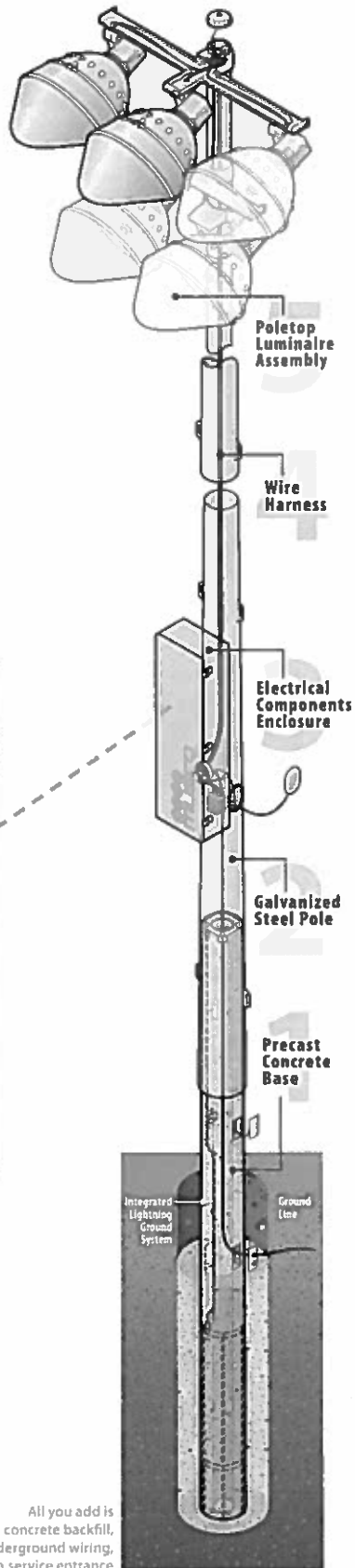
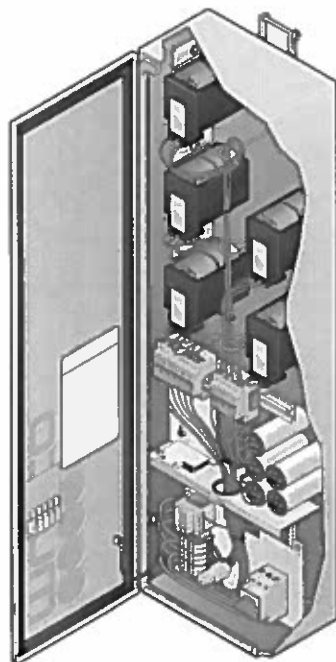
**5 Easy Pieces™**  
Complete System from  
Foundation to Poletop

Factory wired, aimed, and tested

Fast, trouble-free installation

Comprehensive corrosion package

Integrated lightning ground system



## Leading Technology

Cuts operating costs in half

Reduces spill light by 50%

Includes 100% of maintenance costs  
for 25 years

Provides constant light levels

Includes system monitoring and  
remote on/off control services with  
24/7 support

All you add is  
concrete backfill,  
underground wiring,  
and a service entrance

**Budget Estimate**

**Vestavia Hills Soccer & Practice Football Field  
May 26, 2017  
To: Randy Brooks**

**Budget Estimate – Materials and Installation**

Musco's Light-Structure Green Metal Halide Lighting System as described below, and delivered to the job site will cost between:

**A. Soccer Field .....\$93,500----\$99,800**

Does not include any taxes and is based on May 2017 pricing

**Equipment Description**

Light-Structure Green System in 5 Easy Pieces™ – complete from foundation to poletop

- Pre-cast concrete bases with integrated grounding
- Galvanized steel poles
- Remote electrical component enclosures
- Pole length wire harnesses
- Factory-aimed and assembled luminaries

Also Includes:

- Energy and maintenance savings of more than 50% over a typical HID lighting system
- Reduction of spill light and glare by 50% or more
- An unmatched warranty for 10 years on materials and two years on lamps.
- Lighting Contactor Cabinet sized for site voltage and phasing
- Guaranteed Light levels of 20 FC

**Notes**

Estimates based on:

- Requires confirmation of field dimensions and pole locations prior to providing quote
- Field dimensions based on Soccer Field 300'x150', Practice Football Field 300'x160'
- Based upon projects similar in scope, and is intended for preliminary planning purposes only
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Assumes standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Assumes building code and wind speed – 2009 IBC, 90 MPH

Thank you for considering Musco for your sports-lighting needs. Please contact us with any questions.

**Jimmy Jumper**

Sales Representative  
Musco Sports Lighting, LLC  
Phone: 256-383-8573  
Email: [jimmy.jumper@musco.com](mailto:jimmy.jumper@musco.com)





## Recommended Practice for Sports and Recreational Area Lighting

### 1.0 INTRODUCTION

#### 1.1 Purpose and Scope

As the population of North America has grown and prospered, the amount of leisure time devoted to recreation has increased. An important consequence has been growth in the demand for lighted stadiums to accommodate the large numbers of people who want to participate in sporting events. From the 1980s and continuing through the 1990s, light source efficacies have improved. This has allowed for improved lighting quantity and quality without additional electrical energy consumption. Lighted ball fields and other sports facilities are now quite common, and new construction continues. Sports lighting has become a very significant industry that serves a large, growing audience seeking desirable leisure time activities that are healthy and fun.

The use of computers helps experienced lighting designers improve their designs. A computer will *not* help the inexperienced designer produce better designs, nor will it suggest modifications to improper designs. Therefore, lighting designers need a thorough understanding of illuminating engineering principles and the associated calculation software.

The purpose of this Recommended Practice is to provide design criteria for new lighting systems and for the evaluation of existing installations. This Practice includes illuminance recommendations for major sports, such as baseball, tennis, basketball, and football as well as for recreational and social activities such as horseshoe pitching and croquet. Recommendations are also given for lighting general purpose facilities and multi-sport stadiums. This Practice revises and replaces the previous edition last published in 1988.<sup>1</sup>

This Practice consists of several major sections. They include: fundamentals of good illumination, equipment and design factors, power and wiring, illumination recommendations for indoor and outdoor sports, and five Annexes. The Annexes cover illuminance calculations, field measurements, floodlight aiming, maintenance of light levels, and lighting economics. There is also an extensive glossary of lighting terms and a reference list that pertains to sports lighting design.

#### 1.2 Class of Play and Facilities

The traditional way of classifying sports as amateur and professional is no longer meaningful. Modern practices frequently allow amateurs and professionals to compete

against each other, such as in golf tournaments and tennis matches. Furthermore, "amateur" basketball and football are now played in the same facilities and at practically the same skill level as professional sports.

In general, as the skill level is elevated, players and spectators require a better and more sophisticated luminous environment. A correlation exists between the size of a facility and the level of play, e.g., a higher skill level attracts a greater number of spectators. As the number of spectators increases their distance from the playing surface increases and their need for increased illuminance to see players and tasks requires the values to increase. Accordingly, facilities should be designed to satisfy the most talented players and accommodate the greatest potential spectator capacity. In large facilities which seat over 10,000 spectators the lighting criteria is usually governed by the needs of television, which will be covered by a future Design Guide. To determine illumination criteria, this Practice groups facilities into four classes based on the skill levels of the players and the anticipated number of spectators (see Table 1):

- *Class I* - Competition play before a large group (5000 or more spectators). However, for the purpose of this Practice, illumination criteria for individual sports are limited to a spectator capacity of 10,000 or less (see Figure 1). Lighting criteria for major stadiums and arenas require special design considerations such as vertical and horizontal illuminance values not covered by this Practice, which may be defined by individual sports and/or broadcasting organizations.
- *Class II* - Competition play with facilities for up to 5000 spectators (see Figure 2 in color insert).
- *Class III* - Competition play with some spectator facilities.
- *Class IV* - Competition or recreational play only (no provision for spectators).

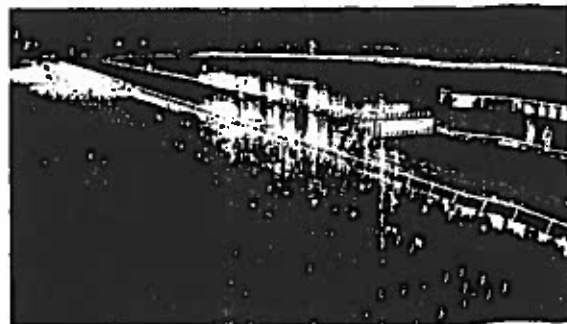


Figure 1. This racetrack is lit by clustered banks on individual structural towers to provide the lighting needs of both contestants and a large number of spectators.



Table 7: Summary of Outdoor Illuminance Levels (continued)

SPORT	Lighted Area	Class of Play	Horizontal		Vertical		Uniformity		Section
			Lux	fc	Lux	fc	CV	Max:/Min	
Lacrosse		II	500	50			0.21 or Less	2.5:1 or Less	6.18
		III	300	30			0.25 or Less	3:1 or Less	
		IV	200	20			0.3 or Less	4:1 or Less	
Motor Racing	Track	II	300	30			0.21 or Less	2.5:1 or Less	6.19
	Finish Line		750	75					
	Track	III	200	20			0.25 or Less	3:1 or Less	
Finish Line	500		50						
Platform Tennis		II	500	50			0.17 or Less	2:1 or Less	6.20
		III	300	30					
		IV	200	20					
Rifle/Pistol Ranges	Shooting Line	III	100	10	500	50	0.17 or Less	2:1 or Less	6.21
	Target								
Rodeo And Animal Shows		II	500	50			0.21 or Less	2.5:1 or Less	6.22
		III	300	30			0.25 or Less	3:1 or Less	
Skeet And Trap Shooting	Shooting Line	III	100	10	300	30	0.21 or Less	2.5:1 or Less	6.23
	Target @ 18.3m (60')								
	Target @ 30.5m (100')								
	Shooting Line	IV	100	10	400	40	0.25 or Less	3:1 or Less	
	Target @ 18.3m (60')								
Target @ 30.5m (100')				200	20				
				200	20				
Skating			5	0.5	2	0.2	No Criteria		6.24
Soccer		I	750	75			0.13 or less	1.7:1 or less	6.25
		II	500	50			0.21 or Less	2.5:1 or Less	
		III	300	30			0.25 or Less	3:1 or Less	
		IV	200	20			0.3 or Less	4:1 or Less	
Softball								6.26	
Swimming (Water Sports)	Luminances of the Pool Surface (Candelas per Square Meter)	II	25				0.21 or Less	2.5:1 or Less	6.27
		III	15				0.25 or Less	3:1 or Less	
		IV	15				0.3 or Less	4:1 or Less	
	Illuminances on Pool Deck	II	500	50			0.21 or Less	2.5:1 or Less	
		III	300	30			0.25 or Less	3:1 or Less	
		IV	300	30			0.3 or Less	4:1 or Less	
Tennis		I	1250	125			0.13 or Less	1.7:1 or Less	6.28
		II	750	75			0.21 or Less	2.5:1 or Less	
		III	500	50			0.25 or Less	3:1 or Less	
		IV	300	30			0.3 or Less	4:1 or Less	
Track & Field		II	500	50			0.21 or Less	2.5:1 or Less	6.29
		III	300	30			0.25 or Less	3:1 or Less	
		IV	200	20			0.3 or Less	4:1 or Less	
Volleyball		III	300	30			0.25 or Less	3:1 or Less	6.30
		IV	200	20			0.3 or Less	4:1 or Less	
<b>Specialty Sports</b>									
Badminton			100	10			0.25 or Less	3:1 or Less	6.31
Bowling Green			50	5			0.25 or Less	3:1 or Less	6.31
Miniature Golf			100	10			0.25 or Less	3:1 or Less	6.31
Horseshoes (General Area)			50	5			0.3 or Less	4:1 or Less	6.31
Night Fishing (At Dock)			100	10			0.3 or Less	4:1 or Less	6.31
Quoits (General Area)			50	5			0.3 or Less	4:1 or Less	6.31
Shuffle Board (General Area)			50	5			0.25 or Less	3:1 or Less	6.31
Skating Pond (General Area)			10	1			0.3 or Less	4:1 or Less	6.31
Washer Pitching			50	5			0.3 or Less	4:1 or Less	6.31

\* = Readings Taken at Grade. All other readings taken at 1 Meter (3')

Table 7: Summary of Outdoor Illuminance Levels

Outdoor Applications									
SPORT	Lighted Area	Class of Play	Horizontal		Vertical		Uniformity		Section
			Lux	fc	Lux	fc	CV	Max./Min	
Archery	Shooting Line	III	100	10			0.21 or Less	2.5:1 or Less	6.4
	Target @ 30.4m (100')				300	30			
	Target @ 91.4m (300')			500	50				
	Shooting Line	IV	100	10			0.23 or Less	3:1 or Less	
Target @ 30.4m (100')				200	20				
	Target @ 91.4m (300')			300	30				
Baseball & Softball	Infield	I	1500	150			0.07 or Less	1.2:1 or Less	6.5
	Outfield		1000	100					
	Infield	II	1000	100			0.10 or Less	1.6:1 or Less	
	Outfield		700	70					
	Infield	III	500	50			0.17 or Less	2:1 or Less	
	Outfield		300	30					
	Infield	IV	300	30			0.21 or Less	2.5:1 or Less	
	Outfield		200	20					
Basketball		III	300	30			0.25 or Less	3:1 or Less	6.6
		IV	200	20			0.3 or Less	4:1 or Less	
Bicycle Racing	Track*	III	300	30			0.25 or Less	3:1 or Less	6.7
	Final 100' & Finish*		500	50					
	Track*	IV	200	20			0.3 or Less	4:1 or Less	
	Final 100' & Finish*		300	30					
Dog Racing*			300	30			0.25 or Less	3:1 or Less	6.8
Drag Racing	Area 1*	I	200	20			0.21 or Less	2.5:1 or Less	6.9
	Area 2*		300	30			0.13 or Less	1.7:1 or Less	
	Area 3A*		250	25			0.13 or Less	1.7:1 or Less	
	Area 3B*		200	20			0.21 or Less	2.5:1 or Less	
	Area 4*		100	10			0.25 or Less	3:1 or Less	
	Area 1*	II	100	10			0.25 or Less	3:1 or Less	
	Area 2*		200	20			0.21 or Less	2.5:1 or Less	
	Area 3A*		150	15			0.25 or Less	3:1 or Less	
	Area 3B*		100	10					
	Area 4*		50	5					
Field Hockey		II	500	50			0.21 or Less	2.5:1 or Less	6.10
		III	300	30			0.25 or Less	3:1 or Less	
		IV	200	20			0.3 or Less	4:1 or Less	
Football		I	1000	100			0.13 or Less	1.7:1 or Less	6.11
		II	500	50			0.21 or Less	2.5:1 or Less	
		III	300	30			0.25 or Less	3:1 or Less	
		IV	200	20			0.3 or Less	4:1 or Less	
Golf Course	Tee Boxes*		50	5			0.25 or Less	3:1 or Less	6.12
	Fairways*		30	3			0.35 or Less	5.7:1 or Less	
	Greens*		50	5			0.25 or Less	3:1 or Less	
Golf: Driving Ranges	Tee Boxes*		200	20			0.25 or Less	3:1 or Less	6.13
	At 183m (600')				100	10	0.25 or Less	3:1 or Less	
Handball, Racquetball and Squash		III	300	30			0.25 or Less	3:1 or Less	6.14
		IV	200	20			0.3 or Less	4:1 or Less	
Horse Racing	Track		500	50			0.25 or Less	3:1 or Less	6.15
	Home Stretch		1000	100			0.13 or Less	1.7:1 or Less	
	Finish Line				700	70			
Ice/Roller Hockey*		II	500	50			0.21 or Less	2.5:1 or Less	6.16
		III	300	30			0.25 or Less	3:1 or Less	
		IV	200	20			0.3 or Less	4:1 or Less	
Ice Skating (Speed*)		III	300	30			0.25 or Less	3:1 or Less	6.17
		IV	200	20			0.3 or Less	4:1 or Less	



**MY PROJECT**

Name: Denning Park Soccer  
Location: Englewood, NJ

**GRID SUMMARY**

Name: Soccer  
Size: 300' x 165'  
Spacing: 20.0' x 20.0'  
Height: 3.0' above grade

**CONSTANT ILLUMINATION**

SUMMARY HORIZONTAL FOOTCANDLES

Guaranteed Average: 30  
Entire Grid

Scan Average: 35.51

Maximum: 49

Minimum: 26

Avg / Min: 1.38

Guaranteed Max / Min: 3

Max / Min: 1.91

UG (adjacent pts): 1.46

CU: 0.60

CV: 0.18

No. of Points: 135

**LUMINAIRE INFORMATION**

Luminaire Type: Green Generation

Design Usage Hours: 5,000 hours

Design Lumens: 134,000

Avg Lamp Tilt Factor: 1.000

No. of Luminaires: 24

Avg KW: 37.54 (40.8 max)

**Guaranteed Performance:** The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**

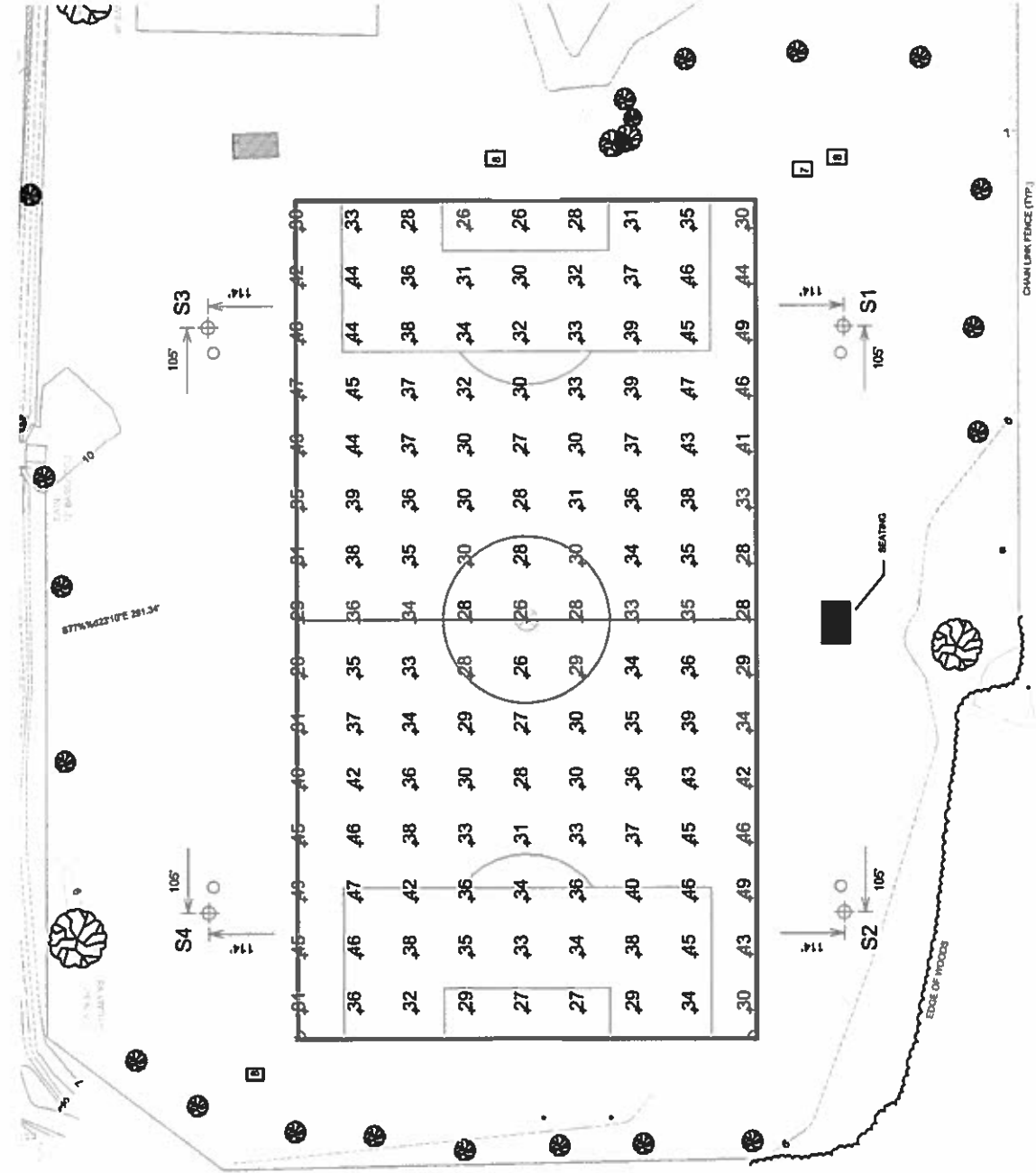
By: Ben Drost  
File # / Date: 174006b-p 24-Jul-15

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**ILLUMINATION SUMMARY**

**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	Luminaires		OTHER
				MAINTENANCE HEIGHT	POLE	
4	S1-S4	60'		1500W MZ	6	0
4	TOTALS				24	0



Pole location(s) + dimensions are relative to 0,0 reference point(s)

SCALE IN FEET 1 : 60





**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires			
					TYPE	WATTAGE	OTHER	
4	S1-S4	60"		60'	1500W MZ			
4								
TOTALS					24	24	24	0

**MY PROJECT**  
 Name: Denning Park Soccer  
 Location: Englewood, NJ

**GRID SUMMARY**  
 Name: Spill@150'  
 Spacing: 30.0'  
 Height: 3.0' above grade

**CONSTANT ILLUMINATION SUMMARY**  
 HORIZONTAL FOOTCANDLES  
 Entire Grid  
 Scan Average: 0.0496  
 Maximum: 0.07  
 Minimum: 0.02  
 No. of Points: 63

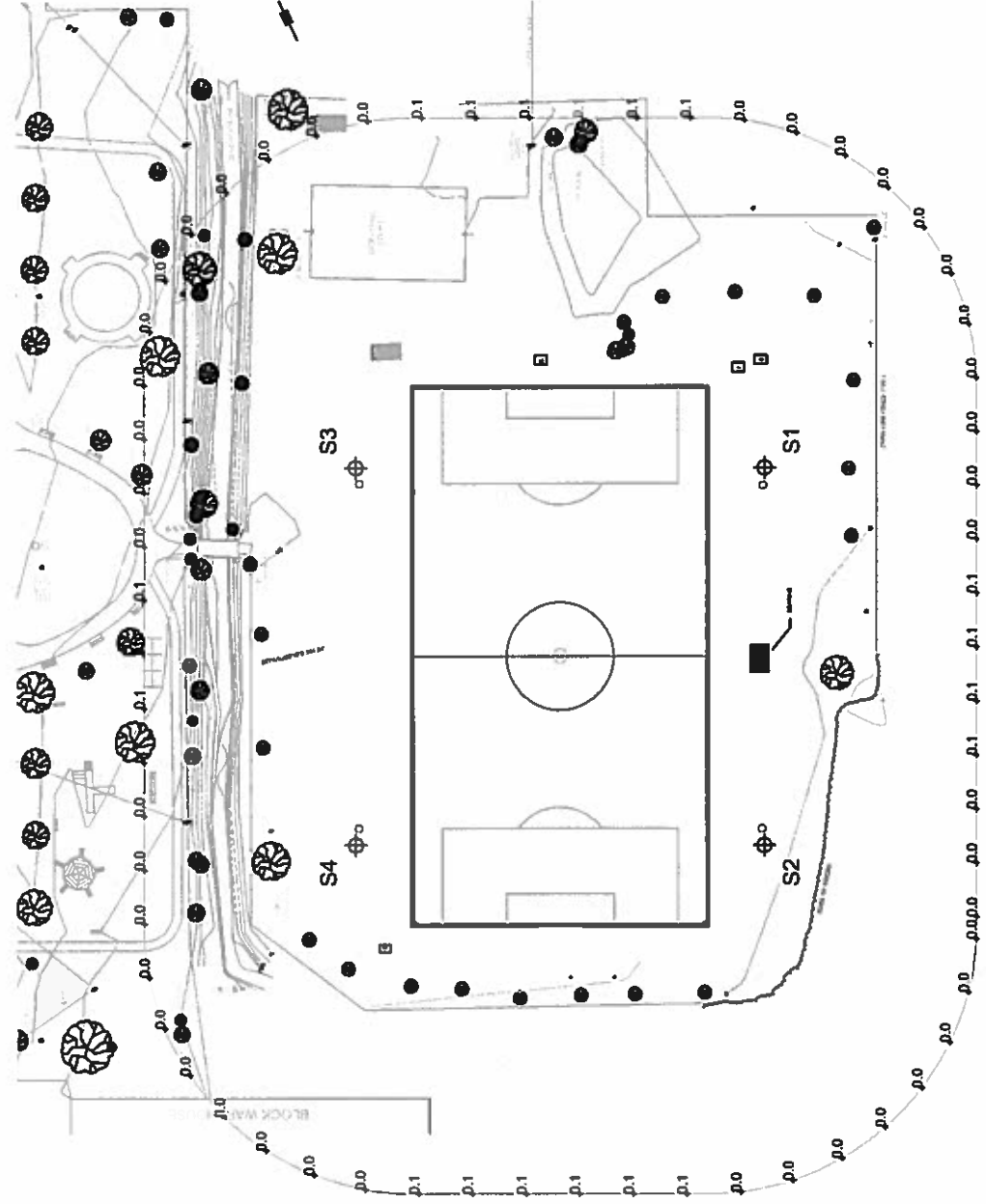
**LUMINAIRE INFORMATION**  
 Luminaire Type: Green Generation  
 Design Usage Hours: 5,000 hours  
 Design Lumens: 134,000  
 Avg Lamp Tilt Factor: 1.000  
 No. of Luminaires: 24  
 Avg KW: 37.54 (40.8 max)

**Guaranteed Performance:** The CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

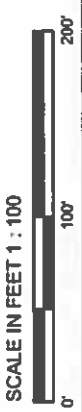
**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.



**ENGINEERED DESIGN**  
 By: Ben Drost  
 File # / Date: 174006b-p 24-Jul-15

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Pole location(s) + dimensions are relative to 0,0 reference point(s)

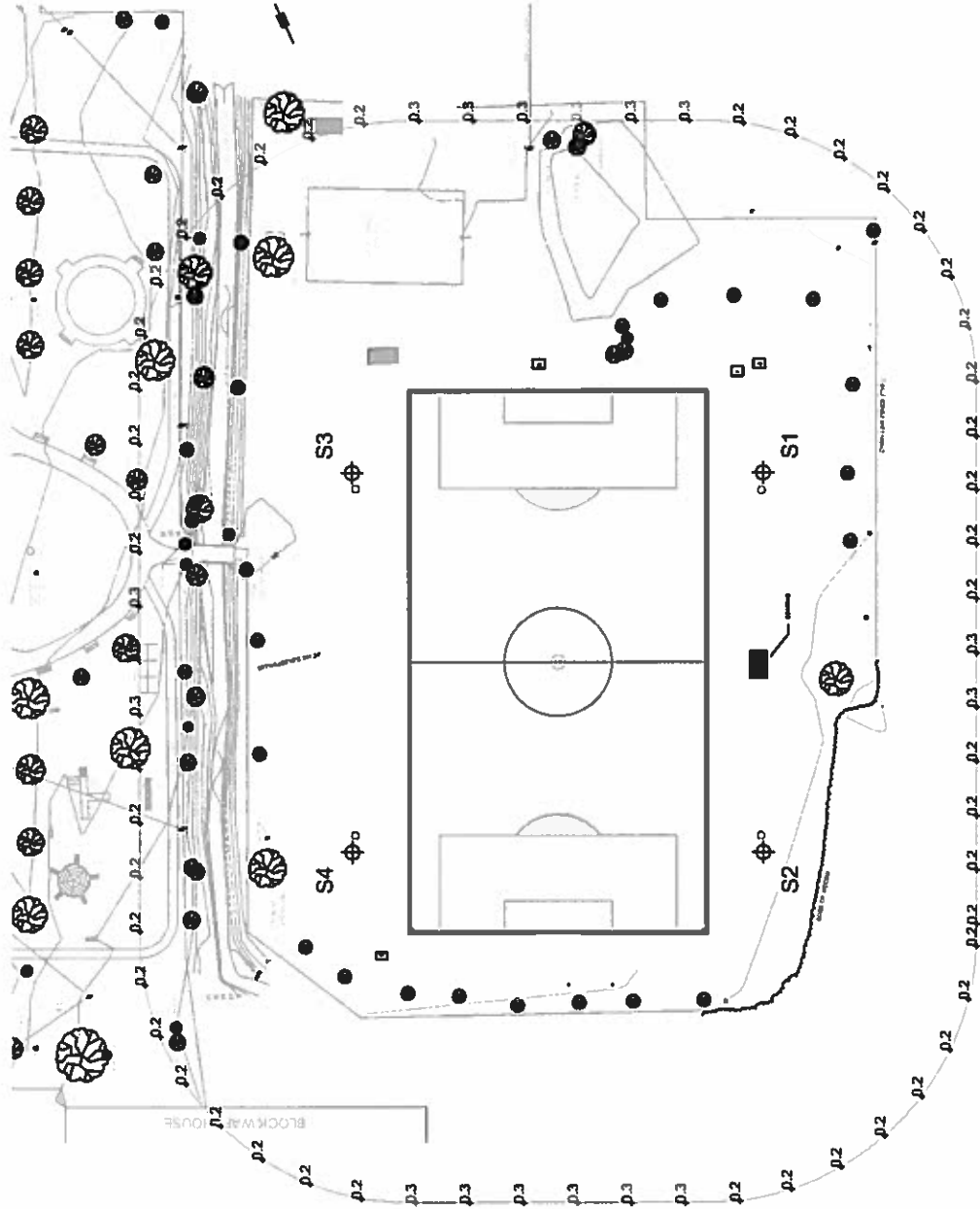


**ILLUMINATION SUMMARY**



**EQUIPMENT LIST FOR AREAS SHOWN**

Pole		Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	GRID	THIS GRID	OTHER GRIDS
4	S1-S4	60'	-	60'	1500W MZ	6	6	0
4	TOTALS							
						24	24	0



**MY PROJECT**  
 Name: Denning Park Soccer  
 Location: Englewood, NJ

**GRID SUMMARY**  
 Name: Spill@150'  
 Spacing: 30.0'  
 Height: 3.0' above grade

**CONSTANT ILLUMINATION SUMMARY** (MAX VERTICAL FOOTCANDLES)

Entire Grid  
 Scan Average: 0.2225  
 Maximum: 0.31  
 Minimum: 0.16  
 No. of Points: 63

**LUMINAIRE INFORMATION**  
 Luminaire Type: Green Generation  
 Design Usage Hours: 5,000 hours  
 Design Lumens: 134,000  
 Avg Lamp Tilt Factor: 1.000  
 No. of Luminaires: 24  
 Avg KW: 37.54 (40.8 max)

**Guaranteed Performance:** The CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

**Field Measurements:** Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**ENGINEERED DESIGN**  
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Pole location(s)  $\phi$  dimensions are relative to 0,0 reference point(s)  $\otimes$



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**MY PROJECT**  
 Name: Denning Park Soccer  
 Location: Englewood, NJ

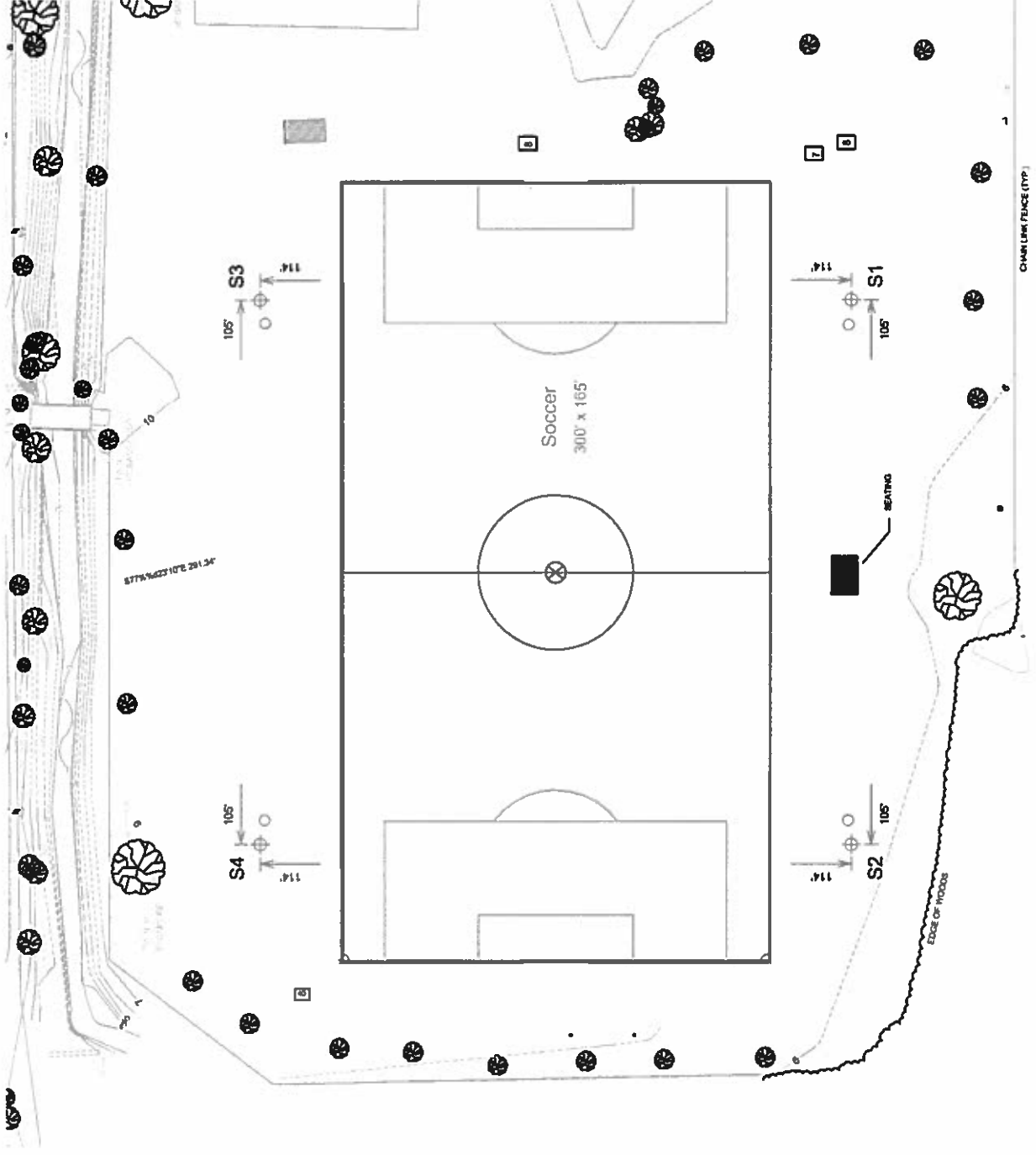
**EQUIPMENT LAYOUT**  
**INCLUDES:**  
 - Soccer  
 Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.  
 Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		
					LAMP TYPE	POLE	
4	S1-S4	60"	-	60'	1500W MZ	6	
4	TOTALS						24

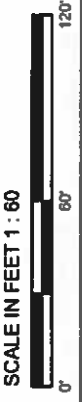
**SINGLE LUMINAIRE AMPERAGE DRAW CHART**  
 Line Amperage Per Luminaire (Line shown)

Ballast Specifications (All made per our factory)	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	8.6	8.3	7.5	6.5	5.1	4.7	3.7
1500 watt MZ							

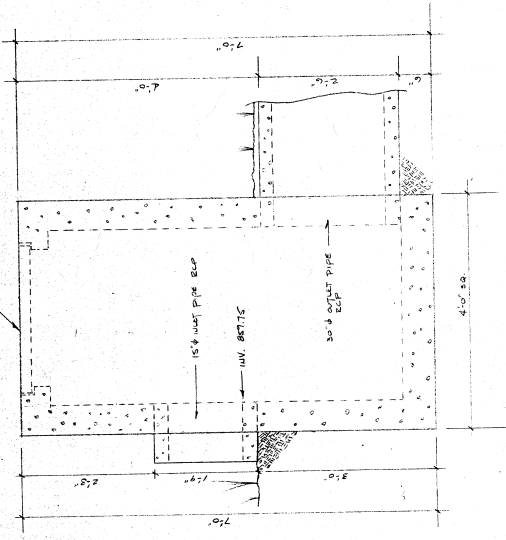
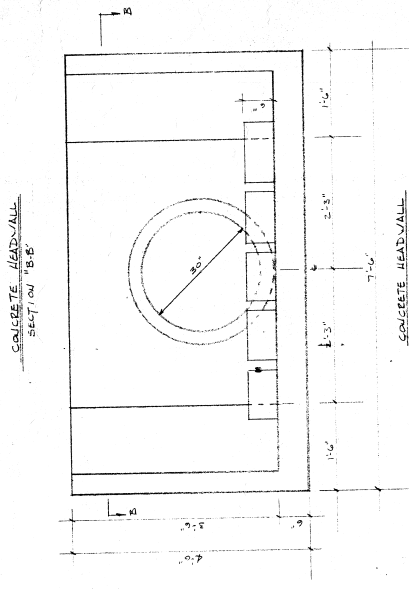
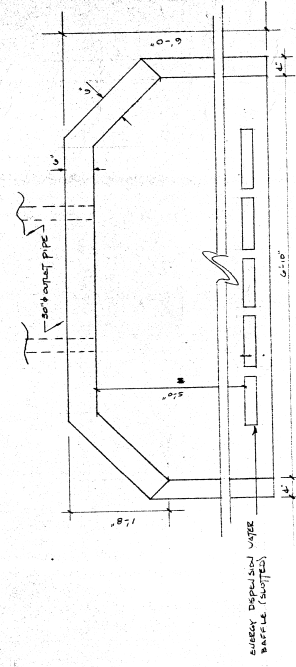
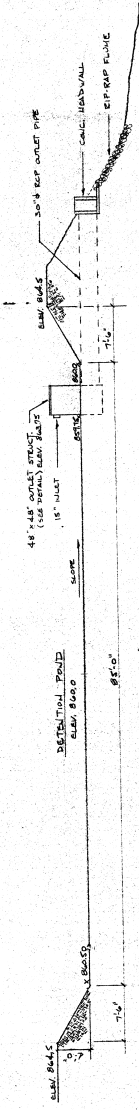
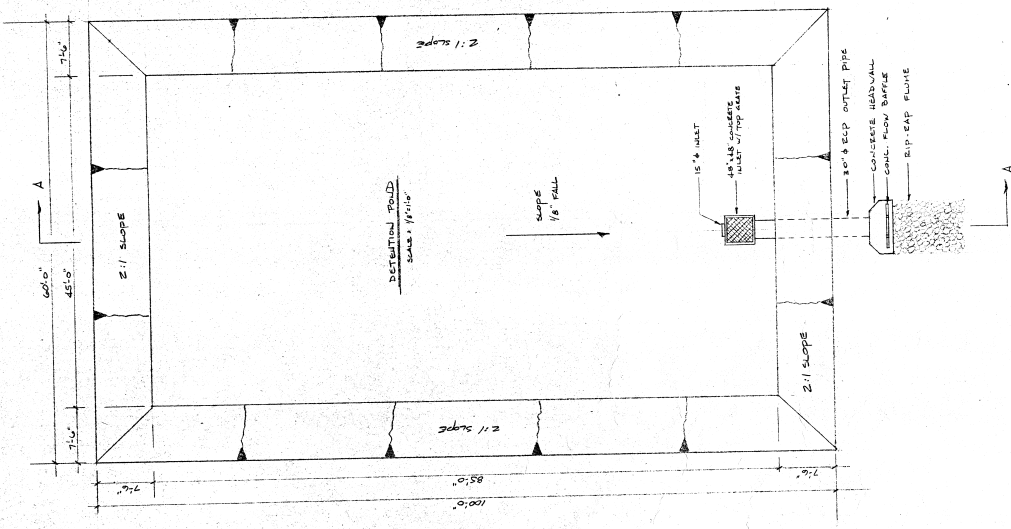


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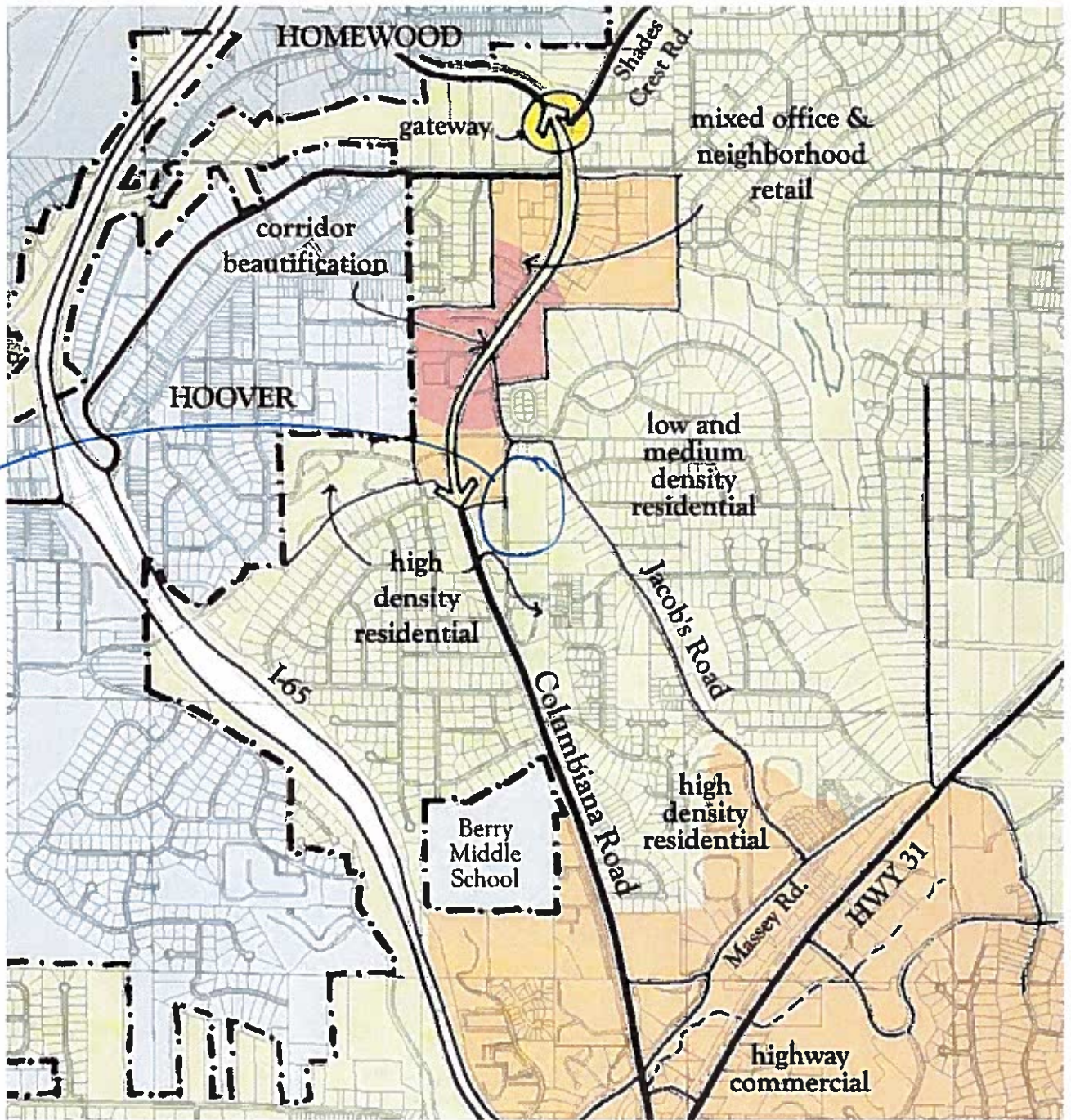






OVER THE MOUNTAIN COMMUNITY COUNCIL	
DATE: 1-15-13	APPROVED BY:
OLD COLUMBIANA ED. YESTERNA HILLS AL	
DETENTION POND - DETAILS	
93-01-0418	





Subject Parcel

Figure 20: Columbiana Road  
Land Use Analysis

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #e6f2ff; border: 1px solid black; margin-right: 5px;"></span> Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ffe4c4; border: 1px solid black; margin-right: 5px;"></span> Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ffcccc; border: 1px solid black; margin-right: 5px;"></span> Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ffffcc; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #d9ead3; border: 1px solid black; margin-right: 5px;"></span> Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #cfe2f3; border: 1px solid black; margin-right: 5px;"></span> Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #d9ead3; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Trailheads - Trailheads are public sites along a trail, where hike racks, seating, parking, and public amenities are provided for trail users.</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #4f81bd; border: 1px solid black; margin-right: 5px;"></span> Schools - School facilities administered by the Vestavia Hills School System.</li> </ul>
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