

**Vestavia Hills  
City Council Agenda  
October 8, 2018  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – David Harwell, Member of the Vestavia Hills United Methodist Church
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
  - a. Announcement Of Two Upcoming Vacancies On The Vestavia Hills Library Board – Mayor Curry
  - b. Announcement Of Upcoming Vacancy On Vestavia Hills Parks And Recreation Board – Councilor Paul Head
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – September 17, 2018 (Work Session) and September 24, 2018 (Regular Meeting)

**Old Business**

9. Resolution Number 5094 – Annexation – 90 Day – 3421 Coventry Drive; Lot 6, Block 2, Coventry 1<sup>st</sup> And 2<sup>nd</sup> Sector; Barbara French, Owner (*public hearing*)
10. Ordinance Number 2797 – Annexation – Overnight – 3421 Coventry Drive; Lot 6, Block 2, Coventry 1<sup>st</sup> And 2<sup>nd</sup> Sector; Barbara French, Owner (*public hearing*)
11. Resolution Number 5095 – Annexation – 90 Day – 3531 Valley Circle; Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add; Alan and Patricia Foster, Owners (*public hearing*)
12. Ordinance Number 2798 – Annexation – Overnight – 3531 Valley Circle; Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add; Alan and Patricia Foster, Owners (*public hearing*)
13. Resolution Number 5096 – Annexation – 90 Day – 2532 Skyland Drive; Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add; Jason and Laura Sparks, Owners (*public hearing*)
14. Ordinance Number 2799 – Annexation – Overnight – 2532 Skyland Drive; Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add; Jason and Laura Sparks, Owners (*public hearing*)
15. Resolution Number 5097 – A Resolution Requesting The De-Annexation Of Property Located At 3961 Briar Oak Drive; Robert Butler, Owner, Frank Galloway, III, Representing (*public hearing*)

16. Ordinance Number 2802 – An Ordinance Establishing The Cahaba Heights And City Center Entertainment Districts (*public hearing*)

**New Business**

17. Resolution Number 5102 – A Resolution Changing The Dates And/Or Times Of Council Meetings And Work Sessions For November And December
18. Resolution Number 5103 – A Resolution Authorizing The City Manager To Execute And Deliver A Project Agreement With The State Of Alabama Department Of Labor For The Sicard Hollow Park Project
19. Ordinance Number 2803 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Professional Services Agreement With Rice Advisory, LLC

**New Business (Unanimous Consent Requested)**

20. Resolution Number 5104 - A Resolution Declaring An Emergency And Authorizing The City Manager To Authorize Roadway Repair For A Section Of Vestaview Lane Due To A Water Main Break (*public hearing*)

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

21. Citizen Comments
22. Motion For Adjournment



## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **WORK SESSION**

**SEPTEMBER 17, 2018**

The City Council of Vestavia Hills met in a regular work session on this date at 6:00 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  
George Pierce, Councilor

**MEMBERS ABSENT:**

Paul J. Head, Councilor

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Rebecca Leavings, City Clerk  
Marvin Green, Fire Chief  
Danny Rary, Police Chief  
Jason Hardin, Police Captain  
Melvin Turner, Finance Director  
Brian Davis, Public Services Director  
Cinnamon McCulley, Communication Specialist

### **TCU UPDATE – INFRASTRUCTURE AND COMMUNITY SPACES PLAN**

Ken Upchurch, TCU gave an update on the Community Spaces Plan. He indicated that they are beginning to get input on the project designs.

Stephen Allen, William Blackstock Architects, explained the high-level design documents. He also explained the updated master plan for Wald Park.

Mr. Upchurch explained that this will be placed on the website tomorrow in order for public viewing.

Mr. Pierce and Mrs. Cook emphasized the need for parking for all the facilities in the Wald Park complex. Discussion ensued as to the increase in spaces relative to the current parking. Mrs. Cook asked about the possibility of adding an observation deck on

the roof of the pool building, to make the appearance of the pool from Hwy. 31 more attractive.

### **ENTERTAINMENT DISTRICTS**

Mr. Downes gave an update on two proposed entertainment districts. One is located at City Center and the other in the Cahaba Heights areas. He explained these will be brought forward at the next meeting and then a public hearing will occur on October 8. The Council discussed whether Meadowlawn Park should be excluded from the Cahaba Heights entertainment district.

There being no further business, the meeting adjourned at 7:32 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **SEPTEMBER 24, 2018**

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry 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 H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Melvin Turner, Finance Director  
George Sawaya, Asst. Finance Director  
Jason Hardin, Deputy Police Chief  
Marvin Green, Fire Chief  
Christopher Brady, City Engineer

Dennis Anderson, Administrative Pastor, Vestavia Hills Baptist Church, led the invocation followed by the Pledge of Allegiance

#### **ANNOUNCEMENTS, GUEST RECOGNITION**

- Judge Jill Ganus, Republican candidate for Jefferson County District Judge, Place 11, introduced herself and asked for support in the upcoming November election.
- Judge Davis Lawley, Republican candidate for Jefferson County District Court, Place 3, Family Court, introduced himself and asked for support in the upcoming November election.
- Alli Summerford, Democratic candidate for Alabama House District 48, introduced herself and asked for support in the upcoming November election.
- Mrs. Cook recognized and welcomed Dr. Todd Freeman, Vestavia Hills City Schools Superintendent, to the meeting.
- Mayor Curry also recognized former Superintendents Carleton Smith and Charles Mason.

- Mr. Pierce welcomed Becky Dickerson, Chamber Board member, and Karen Odle, President of the Chamber of Commerce who were in attendance representing the Vestavia Hills Chamber of Commerce.
- Karen Odle, President, Chamber of Commerce, stated they had over 330 volunteers help on September 8 for Helping Hands event which continues to do all kinds of projects all throughout the City to serve 27 projects.
- Mr. Head recognized Park Board members Earl Lawson and Anne Smyth.

### **PROCLAMATION**

The Mayor presented a proclamation for Fire Prevention Month - October 2018. Mr. Downes read the Proclamation aloud and the Mayor presented it to Marvin Green, Fire Chief.

### **RECOGNITION – PATRICK H. BOONE, CITY ATTORNEY**

The Mayor recognized Mr. Patrick H. Boone, City Attorney for the City of Vestavia Hills. He read a short biography and presented Mr. Boone a plaque on behalf of the City Council in recognition of his services to the City for more than 41 years as both City Councilor and City Attorney.

Mr. Boone recognized his wife, Nancy, his children, Julie and Patrick, and grandchildren, Howie, Patrick and Sam. He also recognized his administrative assistant, Gail Pickard, who has worked with him for the past 41 years. He thanked the City Council for giving him the opportunity to serve.

Many friends and residents spoke, providing tribute and thanks for Mr. Boone for his decades of service to the City.

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

- None.

### **COUNCILOR REPORTS**

- No reports.

### **FINANCIAL REPORTS**

Mr. Turner presented the financial reports for month ending August 2018. He read and explained the report balances.

**APPROVAL OF MINUTES**

The minutes of September 10, 2018 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the minutes of the September 10, 2018 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mr. Pierce. Roll call vote as follows:

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

**NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)**

The Mayor stated that Resolution Number 5100 and Ordinance Number 2800 require unanimous consent for immediate consideration and action. He opened the floor for a motion.

**MOTION** Motion for unanimous consent for the immediate consideration and action of Resolution Number 5100 and Ordinance Number 2800 was made by Mr. Weaver and second was by Mrs. Cook. Roll call vote as follows:

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

**RESOLUTION NUMBER 5100**

**Resolution Number 5100 – A Resolution Authorizing The City Manager To Remit Attorney Fees For Professional Services For The Creation Of The Liberty Park Area Public Road Cooperative District (public hearing)**

**MOTION** Motion to approve Resolution Number 5100 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes explained that work recently began on the Liberty Park infrastructure improvements. He explained that the creation of the district represents three municipalities including Vestavia Hills, Birmingham and Jefferson County. He explained that the City of Vestavia Hills initiated the effort for these improvements and the creation of this cooperative district. This Resolution is presented to the Council in order to remit attorney fees related to the the creation of the district.

The Mayor opened the floor for a public hearing. 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

Mayor Curry – yes

Motion carried.

**ORDINANCE NUMBER 2800**

**Ordinance Number 2800 – An Ordinance Authorizing The Amendment Of The Real Estate Purchase And Sale Agreement Dated May 15, 2018 And The Execution And Delivery Thereof (public hearing)**

**MOTION** Motion to approve Ordinance Number 2800 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this coincides with the next item on the agenda, Ordinance Number 2801. Both have to do with the initial site package for construction at Wald Park. He showed a diagram of both the proposed park project and commercial project located adjacent to Wald Park.

Mr. Downes and Ken Upchurch, TCU, discussed the original budgets for the projects and explained how some value engineering was done, within the bid package, in order to bring the project closer to budget. Mr. Upchurch stated overall they feel the Council got great value by doing both projects at the same time and recommended approval.

Mrs. Cook stated that, because the site preparation contracts were not posted in the agenda packet until this morning, she was late in getting to review them. She noticed that there was a discrepancy between the sales agreement contract and site preparation contract liquidated damages penalty amounts, for late completion. She thanked the City Manager for quickly obtaining agreement from the buyer (HCM) to reduce the City's liquidated damages amount (from \$2,500/day to \$1,000/day) to match the amount in the City's site preparation contract with Forestry Environmental (\$1,000/day). She stated that she appreciates Mr. Henson for agreeing quickly with the last-minute change, and decreasing the City's potential liability for late completion of the rough grade site preparation.

Mr. Weaver asked about the other opportunities for value engineering. Mr. Upchurch explained.

The Mayor opened the floor for a public hearing. 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

Mayor Curry – yes

Motion carried.

**OLD BUSINESS**

**ORDINANCE NUMBER 2801**

**Ordinance Number 2801 – An Ordinance Accepting A Bid For Wald Park Initial Site Package For The City Of Vestavia Hills, Alabama, And Authorizing The Execution And Delivery Of The Construction Contract Documents By And Between The City Of Vestavia Hills, Alabama, As “Owner,” And Forestry Environmental Services, Inc., As “Contractor (*public hearing*)**

**MOTION** Motion to approve Ordinance Number 2801 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this was explained with the previous item.

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

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

**ORDINANCE NUMBER 2789**

**Ordinance Number 2789 – Annexation – 90-Day Final – 2441 Jannebo Road, Lot 116, Buckhead, 4<sup>th</sup> Sector; Richard And Samantha Wheeler (Owners) (*public hearing*)**

**MOTION** Motion to approve Ordinance Number 2789 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor explained that this is the 90-day annexation of this property which was annexed by the overnight method months ago.

Mr. Pierce gave the annexation report of the property which was annexed by overnight method a few months ago.

Mr. and Mrs. Wheeler were present in regard to this request.

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

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

**ORDINANCE NUMBER 2790**

**Ordinance Number 2790 – Rezoning - 2441 Jannebo Road, Lot 116, Buckhead, 4<sup>th</sup> Sector; Rezone From JC E-2 To VH R-1; Richard And Samantha Wheeler (Owners) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2790 was by Mrs. Cook seconded by Mr. Weaver.

The Mayor explained that this is the compatible zoning of the same property.

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

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

**ORDINANCE NUMBER 2791**

**Ordinance Number 2791 – Annexation – 90-Day Final – 3332 Misty Lane; Jacob And; Marjorie Pollard (Owners) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2791 was by Mr. Pierce seconded by Mr. Weaver.

The Mayor explained that this is the 90-day annexation of this property which was annexed by the overnight method 3 months ago.

Mr. Pierce stated there were originally some concerns with the right-of-way leading to the proposed home.

Mr. Brady explained that plans have been brought in for roadway improvements and proposed easements and are in the process of meeting their requirements.

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

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

**ORDINANCE NUMBER 2792**

**Ordinance Number 2792 – Rezoning - 3332 Misty Lane; Rezone From JC E-2 To R-1; Jacob And; Marjorie Pollard (Owners) (public hearing)**



**MOTION** Motion to approve Ordinance Number 2792 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor explained that this is the compatible zoning of the same property.

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

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

### **ORDINANCE NUMBER 2793**

**Ordinance Number 2793 – Annexation – 90-Day Final – 2764 Altadena Lake Drive; ; Lot 4, Block 5, First Add, Altadena Valley, 4<sup>th</sup> Sector; Murray And Kelly Statham (Owners) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2793 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Pierce read the findings of the Annexation Committee and explained the purpose of the Annexation report.

The Mayor explained that this is the 90-day annexation of this property which was annexed by the overnight method months ago.

Mr. and Mrs. Statham were present in regard to this request.

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

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

### **ORDINANCE NUMBER 2794**

**Ordinance Number 2794 – Rezoning - 2764 Altadena Lake Drive; Lot 4, Block 5, First Add, Altadena Valley, 4<sup>th</sup> Sector Rezone From JC R-1 To VH R-2; Murray And Kelly Statham, (Owners) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2794 was by Mr. Pierce seconded by Mr. Weaver.

Mr. Weaver reported that all of these rezoning requests are compatible rezoning requests from Jefferson County to the closest and most compatible and all were unanimously recommended by the Planning and Zoning Commission.

The Mayor explained that this is the compatible zoning of the same property.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

### **ORDINANCE NUMBER 2795**

**Ordinance Number 2795 – Rezoning – 2401 Mountain Vista Drive, Lot 45, Altadena Brook; 2<sup>nd</sup> Sector, Rezone From JC E-2 To VH R-1, Paul Phillips, Owner (public hearing)**

**MOTION** Motion to approve Ordinance Number 2795 was by Mr. Pierce seconded by Mr. Weaver.

The Mayor explained that this is the compatible zoning of a property that was annexed several years ago but was never compatibly rezoned.

Paul Phillips, owner of the property, was present in regard to the request.

The Mayor opened the floor for a public hearing.

David Bruington, 3675 Alta Crest Drive, asked the difference between the rezoning classifications.

Ms. Leavings explained the similarities and the differences but indicated that this is the closest and most compatible City zoning classification to the present Jefferson County classification.

France Knox, 3683 Alta Crest Drive, stated that she attended the Commission meeting to get information on this request. She indicated that she cannot find any reason for this property owner to request a rezoning if the other properties are also under Jefferson County zoning. She stated that the properties have private covenants that prevent subdividing the property and she cannot understand anyone would request rezoning.

Mr. Boone explained a 1955 Alabama statute that applies to counties such as Jefferson County and stated that if a City annexes property from unincorporated County it remains subject to that classification until such time as the city changes the zoning. In 1986, the City annexed property and failed to rezone it and the developer came in with a building permit and was less

than Vestavia's zoning classification and was allowed to build under County zoning. At that time, the City mandated that the closest and compatible zoning classification will be given to each property annexed.

Ralph Boykin, 3679 Alta Crest Drive West, stated that he is under Jefferson County and if he wants to do construction does that mean that he's subject to County specifications?

Mr. Boone explained that is correct.

Ms. Leavings indicated that not all properties remain under Jefferson County zoning classifications as newer annexations are required to rezone.

There being no one, further, 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.

### **RESOLUTION NUMBER 5092**

#### **Resolution Number 5092 – A Resolution Accepting The Dedication Of The Street Known As Anna Steele Lane (public hearing)**

**MOTION** Motion to approve Resolution Number 5092 was by Mr. Weaver seconded by Mrs. Cook.

*\*\*Mr. Head stepped out of the meeting.*

Mr. Downes explained that this is a street in the new Steelemont Subdivision which has been completed and the developer is offering the street for dedication to the City. Mr. Brady has inspected the street and recommends acceptance.

Mr. Brady concurred.

Mr. Pierce stated that means the final seal has been placed on the street and all construction is completed.

Mr. Brady stated that is correct and that the developer will submit a bond with a one-year warranty.

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

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**RESOLUTION NUMBER 5093**

**Resolution Number 5093 – A Resolution Authorizing The City Manager To Execute And Deliver Proposals For Survey And Civil Engineering Services For The Following Sidewalk Projects: East Street Improvements; Cahaba Heights Road Sidewalk Improvements; Mountainview Drive Sidewalk Improvements; And Rocky Ridge Road Sidewalk Improvements (public hearing)**

**MOTION** Motion to approve Resolution Number 5093 was by Mr. Weaver seconded by Mrs. Cook.

*\*\*Mr. Head stepped back into the meeting.*

Mr. Downes explained that funding was appropriated for sidewalk design and construction in the Infrastructure and Community Spaces plan and these four areas were recognized as the first four projects for design.

Mrs. Cook stated that she visited many of her constituents along East Street last weekend and many didn't realize that the City was concentrating on the sidewalk designs for this area.

Mr. Downes stated that this is conceptual and surveys and designs have to be completed to see if this sidewalk plan can come to fruition.

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

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

**ORDINANCE NUMBER 2796**

**Ordinance Number 2796 – An Ordinance Granting A Non-Exclusive Right-Of-Way Use Agreement To McImetro Access Transmission Services Corp. D/B/A Verizon Access Transmission Services For The Purpose Of Conducting Business As A Communications Services Provider Within Certain Public Right-Of-Way Within The City Of Vestavia Hills, Alabama (public hearing)**

**MOTION** Motion to approve Ordinance Number 2796 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this is the City's standard procedure yielding 5% of gross receipts.

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

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

## **NEW BUSINESS**

### **RESOLUTION NUMBER 5098**

**Resolution Number 5098 – Alcohol License – Martin’s BBQ Bham LLC D/B/A Martins BBQ Birmingham, 3029 Pump House Road, Suite 100 For 020-Restaurant Retail Liquor; John Michael Bodnar, Patrick Daniel Martina And Jerry Michael Bodnar, Executives (*public hearing*)**

**MOTION** Motion to approve Resolution Number 5098 was by Mrs. Cook seconded by Mr. Weaver.

Mr. Downes explained this is for a new restaurant and has been reviewed and recommended by the Police Department.

Mr. Pierce asked about training.

Daniel Mulroy, General Manager, stated that all employees go through the responsible vendor classes to learn how to spot underage patrons. Trainers are brought in from out of state. He stated that he anticipates October 30 as an opening date.

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

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

### **RESOLUTION NUMBER 5099**

**Resolution Number 5099 – A Resolution Declaring Certain Personal Property As Surplus And Directing The City Manager To Sell/Dispose Of Said Property**

**MOTION** Motion to approve Resolution Number 5099 was by Mrs. Cook seconded by Mr. Weaver.

Mr. Downes stated that this is an older Dodge Durango which is no longer needed by the City.

There being no one to address the Council, the Mayor called for the question.

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

### **RESOLUTION NUMBER 5101**

#### **Resolution Number 5101 – A Resolution To The Accept Schematic Of The Wald Park Component Of The City Of Vestavia Hills Community Spaces Plan**

**MOTION** Motion to approve Resolution Number 5101 was by Mr. Weaver seconded by Mr. Head.

Mr. Downes stated that this is the beginning of the design process for the Wald Park component of the Community Spaces. He stated the various schematics will also be making their way to the Council so that the designs can be finalized and enter into the bid phase of each project.

There being no one to address the Council, the Mayor called for the question.

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

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

The Mayor Pro-Tem stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on October 8, 2018, at 6:00 PM.

- Resolution Number 5094 – Annexation – 90 Day – 3421 Coventry Drive; Lot 6, Block 2, Coventry 1<sup>st</sup> And 2<sup>nd</sup> Sector; Barbara French, Owner (*public hearing*)
- Ordinance Number 2797 – Annexation – Overnight – 3421 Coventry Drive; Lot 6, Block 2, Coventry 1<sup>st</sup> And 2<sup>nd</sup> Sector; Barbara French, Owner (*public hearing*)
- Resolution Number 5095 – Annexation – 90 Day – 3531 Valley Circle; Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add; Alan and Patricia Foster, Owners (*public hearing*)
- Ordinance Number 2798 – Annexation – Overnight – 3531 Valley Circle; Lot 6, Block 1, Dolly Ridge Estates, 2<sup>nd</sup> Add; Alan and Patricia Foster, Owners (*public hearing*)
- Resolution Number 5096 – Annexation – 90 Day – 2532 Skyland Drive; Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add; Jason and Laura Sparks, Owners (*public hearing*)
- Ordinance Number 2799 – Annexation – Overnight – 2532 Skyland Drive; Lot 8, Block 2, Dolly Ridge Estates, 2<sup>nd</sup> Add; Jason and Laura Sparks, Owners (*public hearing*)
- Resolution Number 5097 – A Resolution Requesting The De-Annexation Of Property Located At 2961 Briar Oak Drive; Robert Butler, Owner, Frank Galloway, III, Representing (*public hearing*)

- Ordinance Number 2802 – An Ordinance Establishing The Cahaba Heights And City Center Entertainment Districts (*public hearing*)

**CITIZEN COMMENTS**

Mr. Boone thanked everyone for the recognition and for allowing him to serve.

At 7:55 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 7:56 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5094**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated March 5, 2018, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 8th day of October, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 12th day of October, 2018.

2. That on the 28th day of January, 2019, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5094 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:



3421 Coventry Drive,  
Lot 6, Block 2, Coventry 1st and 2nd Sector  
Barbara French, Owner(s)

**APPROVED and ADOPTED** this the 8th day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





### Annexation Committee Petition Review

Property: **3421 Coventry Drive** \_\_\_\_\_

Owners: **Barbara French** \_\_\_\_\_

Date: **8.29.18** \_\_\_\_\_

1. The property in question is contiguous to the city limits.  
 Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_  
 \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
 Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_  
 \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
 Yes  No \_\_\_\_\_ Comments \_\_\_\_\_  
 \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
 Yes  No \_\_\_\_\_ Comments \_\_\_\_\_  
 \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of **\$360,000**. Meets city criteria: Yes  No \_\_\_\_\_  
 Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No \_\_\_\_\_  
 Number of total homes **18** Number in city **16** \_\_\_\_\_
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
 Agreed to by petitioner: Yes  No \_\_\_\_\_ Comment \_\_\_\_\_  
 \_\_\_\_\_

Property: 3421 Coventry Drive

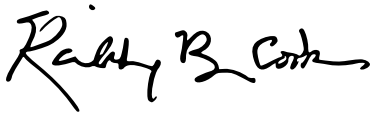
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$\_\_\_\_\_ will be paid to offset costs associated with the annexation. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

9. Property is free and clear of hazardous waste, debris and materials. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments? Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_

11. Information on children: Number in family 0 children; Plan to enroll in VH schools Yes \_\_\_\_\_ No \_\_\_\_\_ Comments: **not applicable**

Other Comments: \_\_\_\_\_



~~George Pierce~~      Kimberly B. Cook  
~~Chairman~~      Acting Chair

Ad Valorem Tax Calculation:  
3421 Coventry Drive

**AD VALOREM TAX RATES**

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

**ASSESSED VALUE**

	Description	Citizen Access Portal Descriptor
360,000	Total Value of Property	TOTAL MARKET VALUE
0.1	Assessment rate (10% or .1 for homesteaders)	EXEMPT CODE: 2-2
36,000	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

739.8	City portion of ad valorem	20.55	(Subset of CITY)
1,035.00	BOE portion of ad valorem	28.75	(Subset of CITY)
1,774.80	Total County remits to City for split with BOE		CITY
543.60	SPC DIST1 BOE local rev (County gives directly to BOE)	(15.1 mills rate)	SPC SCHOOL1
295.20	Countywide School Tax to VH	(8.2 mills rate)	SCHOOL

**ANNEXATION AD VALOREM REVENUE**

739.80	Annexation Revenue to CITY	(20.55 mills)	CITY (General Fund portion)
1,873.80	Annexation Revenue to BOE	(8.2 mills + 15.1 mills + 28.75 mills)	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)
2,613.60	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

City Revenue  
BOE Revenue



EXHIBIT "C"

**CITY OF VESTAVIA HILLS**  
*Department Review of Proposed Annexation*  
*(To Be completed by City Staff)*

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3421 Coventry Drive

**Engineering:**

Date: 8/15/18 Initials: CB

**3421 Coventry Drive** -- no concerns noted; roadway asphalt is fair condition, meets City subdivision standards, and is already within our maintenance area.

**Board of Education:**

Date: 8/17/18 Initials: SBendall

Comments: N/A

**Police Department:**

Date: 08/17/18 Initials: cpw

Comments: VH/PD would welcome this addition because we already recently patrol the street now.

**Fire Department:**

Date: 8/15/2018 Initials: SK

Comments: No problems noted.

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 3/15/2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Barbara French  
fay3421@aol.com  
205-967-4059

Molly French  
mofrench@gmail.com  
303-908-3832



**EXHIBIT "A"**

LOT: Country 1st & 2nd Sector PLOT: 6

BLOCK: P BLK: 25 LOT: 05

SURVEY: \_\_\_\_\_

RECORDED IN MAP BOOK 81, PAGE 31 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: \_\_\_\_\_

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Barbara C. French</u>	Lot <u>6</u> Block <u>9 S</u> Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY  
Barbara C. French

being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Barbara C. French  
Signature of Certifier

Subscribed and sworn before me this the 15<sup>th</sup> day of March, 2018.

James H. [Signature]  
Notary Public

My commission expires: 7/13/19

**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
Vestavia Hills AL 35216**

*(To be completed by the City)*

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
Deny \_\_\_\_\_

Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Barbara C. Daniel

Address: 3421 Coventry Dr.

City: Birmingham State: AL Zip: 35243

**Information on Children:**

**Plan to Enroll In  
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	X				
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": \_\_\_\_\_

**ORDINANCE NUMBER 2797**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Barbara French dated March 5, 2018, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3421 Coventry Drive,  
Lot 6, Block 2, Coventry 1st and 2nd Sector  
Barbara French

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 8th day of October, 2018.

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 # 2797 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 8th day of October, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 5095**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 4, 2018, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 8th day of October, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 12th day of October, 2018.

2. That on the 28th day of January, 2019, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5095 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

3531 Valley Circle  
Lot 6, Block 1, Dolly Ridge Estates, 2nd Add  
Alan and Patricia Foster, Owner(s)

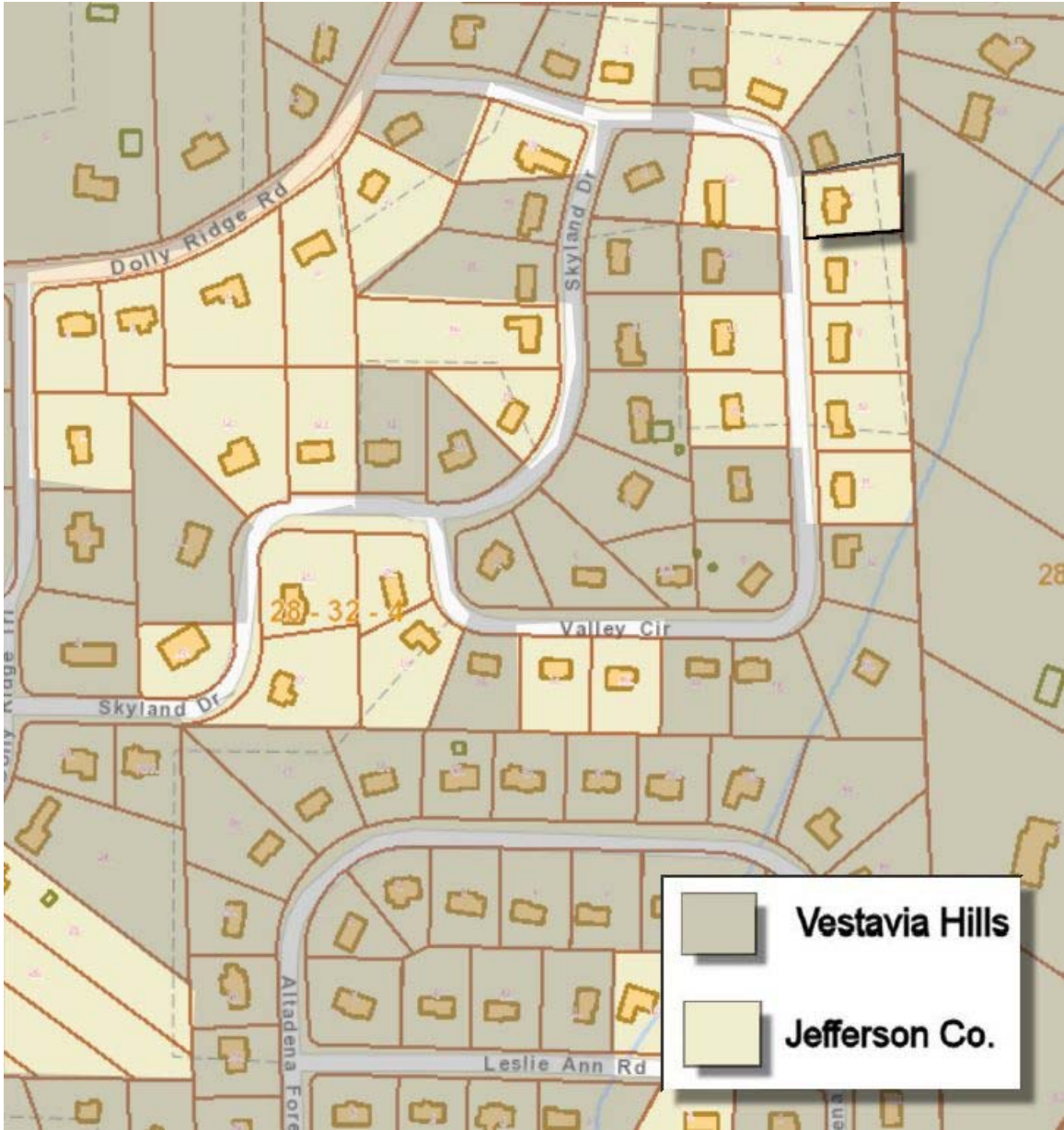
**APPROVED and ADOPTED** this the 8th day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk







### Annexation Committee Petition Review

Property: 3531 Valley Circle

Owners: Alan and Patricia Foster

Date: 8.29.18

1. The property in question is contiguous to the city limits.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of **\$205,700**. Meets city criteria: Yes  No   
 Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes \_\_\_\_\_ Number in city \_\_\_\_\_
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
 Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
 \_\_\_\_\_

Property: 3531 Valley Circle

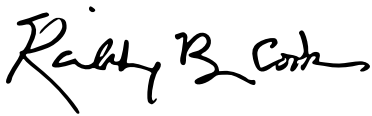
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$\_\_\_\_\_ will be paid to offset costs associated with the annexation. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

9. Property is free and clear of hazardous waste, debris and materials. Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments? Yes \_\_\_\_\_ No  Comments: Nothing significant

11. Information on children: Number in family 0 children; Plan to enroll in VH schools Yes \_\_\_\_\_ No \_\_\_\_\_ Comments: not applicable

Other Comments: \_\_\_\_\_



~~George Pierce~~ **Kimberly B. Cook**  
~~Chairman~~ **Acting Chair**

Ad Valorem Tax Calculator for Rental Property Home in Vestavia Hills

**AD VALOREM TAX RATES**

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

**ASSESSED VALUE**

	Description	Citizen Access Portal Descriptor
207,500	Total Value of Property	TOTAL MARKET VALUE
0.2	Assessment rate (20% or .1 for non-homesteaders)	EXEMPT CODE
41,500	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

852.825	City portion of ad valorem	20.55	(Subset of CITY)
1,193.13	BOE portion of ad valorem	28.75	(Subset of CITY)
2,045.95	Total County remits to City for split with BOE		CITY
626.65	SPC DIST1 BOE local rev (County gives directly to BOE)	(15.1 mills rate)	SPC SCHOOL1
340.30	Countywide School Tax to VH	(8.2 mills rate)	SCHOOL

**ANNEXATION AD VALOREM REVENUE**

852.825	Annexation Revenue to CITY	(20.55 mills)	CITY (General Fund portion)
2,160.08	Annexation Revenue to BOE	(8.2 mills + 15.1 mill)	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)
3,012.90	TOTAL ANNEXATION REVENUE BENEFIT		

City Revenue
BOE Revenue

**EXHIBIT "C"**

**CITY OF VESTAVIA HILLS**  
*Department Review of Proposed Annexation*  
*(To Be completed by City Staff)*

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3531 Valley Circle

**Engineering:**

Date: 8/15/18 Initials: CB

**3531 Valley Circle** -- no significant concerns noted; roadway asphalt is in fair condition; the roadway width is more narrow than typical City standards and has little to no shoulders; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County.

**Board of Education:**

Date: 8/17/18 Initials: S Bendall

Comments:

NIP

**Police Department:**

Date: 08/17/18 Initials: CHW

Comments:

VHPD has no problem with this address and already patrols the street.

**Fire Department:**

Date: 8/15/2018 Initials: SO

Comments:

No problems noted.



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: April 4, 2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

*altriciafoster@gmail.com*

*al fester 807-3904 -cell*

*Tricia fester 807-7872 -cell*

**EXHIBIT "A"**

LOT: 6

BLOCK: 1

SURVEY: Amended map of Dolly Ridge Estates 2nd. Addition

RECORDED IN MAP BOOK 76, PAGE 82 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JCR1

COMPATIBLE CITY ZONING: VHR2

LEGAL DESCRIPTION (METES AND BOUNDS):



**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

1204 Montgomery Highway  
Vestavia Hills AL 35216

*(To be completed by the City)*

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
Deny \_\_\_\_\_  
Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Alan + Patricia Jester  
Address: 3531 Valley Circle  
City: Birmingham State: Al Zip: 35243

**Information on Children:**

**Plan to Enroll In  
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	<i>See attached</i>				
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Alan N. Foster</u>	Lot <u>6</u> Block <u>1</u> Survey <u>(Amended Map of Dolly Ridge Estate 2nd Addition)</u>
<u>Patricia C. Foster</u>	Lot <u>6</u> Block <u>1</u> Survey <u>same</u>
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Alan Foster being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Alan N. Foster  
\_\_\_\_\_  
Signature of Certifier

Subscribed and sworn before me this the 4th day of April, 20 18.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires: 3/1/22



April 4, 2018

Honorable Mayor and City Council of the City of Vestavia Hills,

We are the new owners of 3531 Valley Circle in Dolly Ridge Estates. The property is currently rented. Our plan is to remodel the home, open up the kitchen to the den, new floors, new kitchen, paint inside and out, update the baths, and improve the yard. We paid \$177,500 for the house. Our Realtor says it will be worth at least \$329,000 when we finish, if in Vestavia Hills. We have successfully fixed up and sold 13 houses, most of which were in Vestavia Hills. We would like to have the house annexed into Vestavia Hills.

Sincerely, Al and Tricia Foster

**ORDINANCE NUMBER 2798**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Alan and Patricia Foster dated April 4, 2018, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3531 Valley Circle  
Lot 6, Block 1, Dolly Ridge Estates, 2nd Add  
Alan and Patricia Foster

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 8th day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

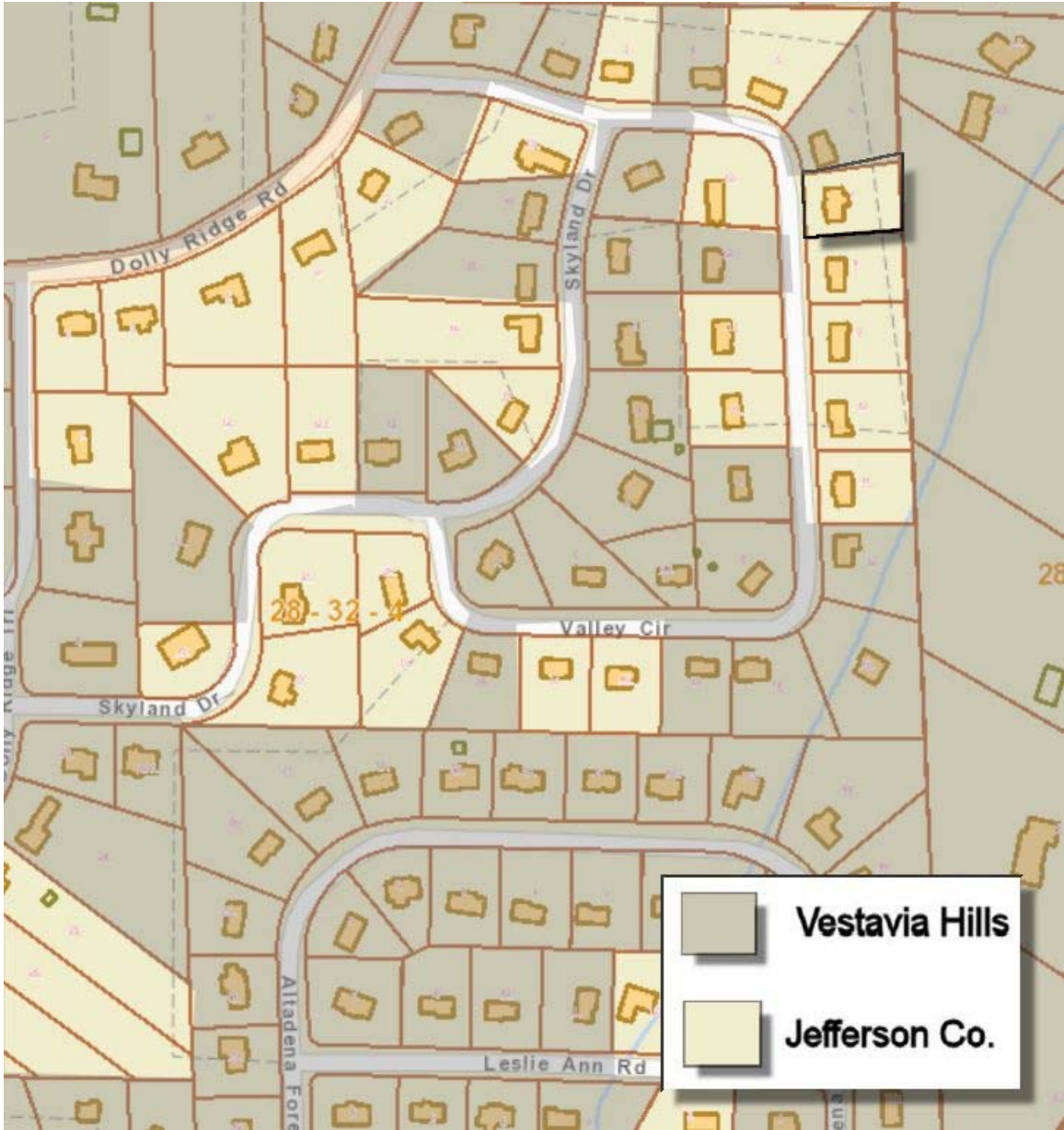
Rebecca Leavings  
City Clerk

**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 # 2798 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 8th day of October, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 5096**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 9, 2018, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 8th day of October, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 12th day of October, 2018.

2. That on the 28th day of January, 2019, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5096 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2532 Skyland Drive  
Lot 8, Block 2, Dolly Ridge Estates, 2nd Add  
Jason and Laura Sparks, Owner(s)

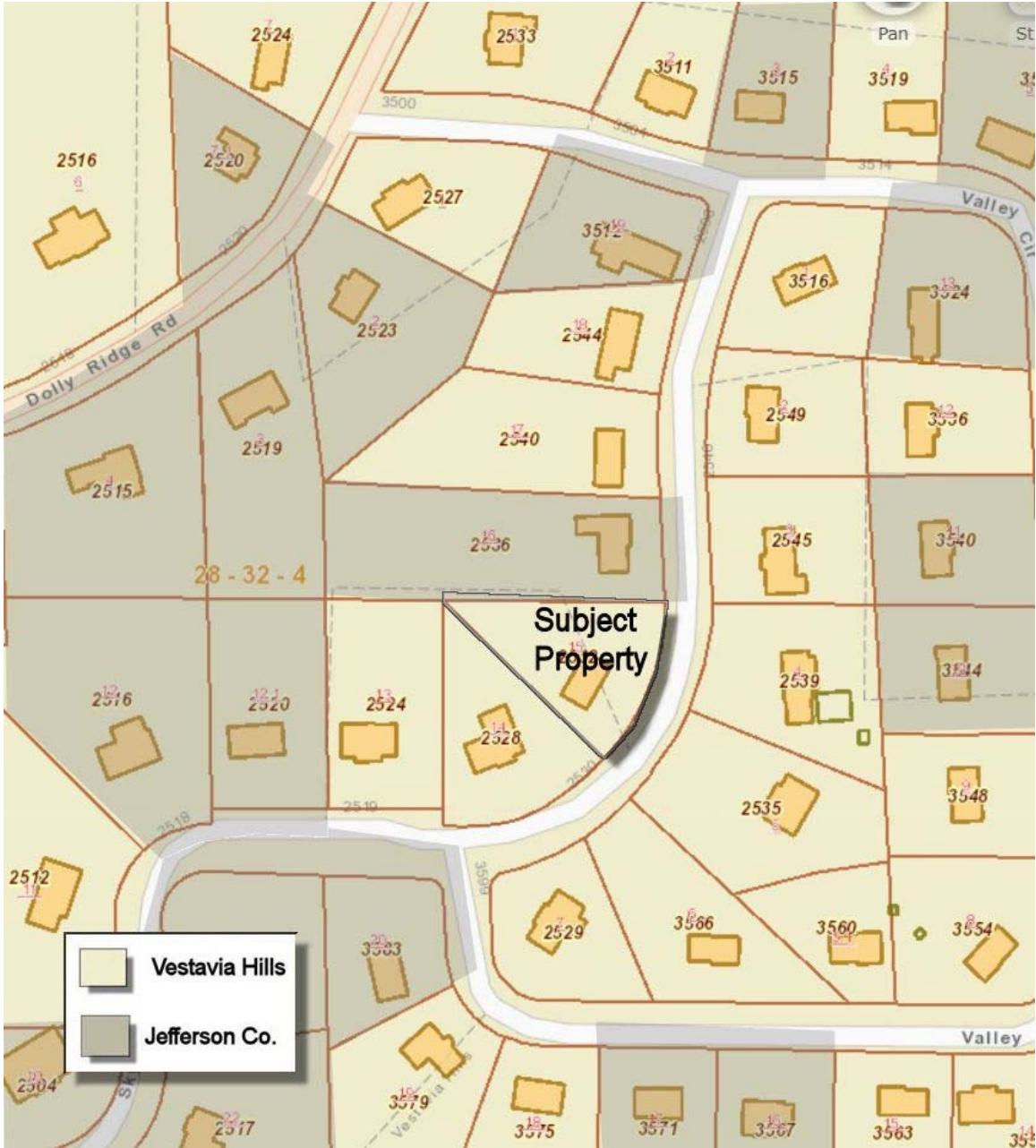
**APPROVED and ADOPTED** this the 8th day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





<b>PARCEL #:</b> 28 00 32 4 005 015.000	<b>[ 111-C0 ]</b>	Baths: 2.5	H/C Sqft: 1,609
<b>OWNER:</b> SPARKS JASON M & LAURA	<b>18-034.0</b>	Bed Rooms: 3	Land Sch: L1
<b>ADDRESS:</b> 2532 SKYLAND DR VESTAVIA AL 35243-4605	Land: <b>82,400</b>	Imp: <b>128,700</b>	Total: <b>211,100</b>
<b>LOCATION:</b> 2532 SKYLAND DR BHAM AL 35243	Acres: <b>0.000</b>	Sales Info: <b>08/01/2006</b>	<b>\$216,000</b>

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

ASSESSMENT				VALUE				
PROPERTY CLASS:	3	OVER 65 CODE:		LAND VALUE 10%			\$82,390	
EXEMPT CODE:	2-2	DISABILITY CODE:		LAND VALUE 20%			\$0	
MUN CODE:	02 COUNTY	HS YEAR:	0	CURRENT USE VALUE	[DEACTIVATED]		\$0	
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00					
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1					
CLASS USE:				CLASS 2				
FOREST ACRES:	0	TAX SALE:		CLASS 3				
PREV YEAR VALUE:	\$204,600.00	BOE VALUE:	0	BLDG 001	111		\$128,700	
				TOTAL MARKET VALUE [APPR. VALUE: \$211,100]:				\$211,090
				Assesment Override:				
				MARKET VALUE:				
				CU VALUE:				
				PENALTY:				
				ASSESSED VALUE:				

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$21,120	\$137.28	\$4,000	\$26.00	\$111.28
COUNTY	3	2	\$21,120	\$285.12	\$2,000	\$27.00	\$258.12
SCHOOL	3	2	\$21,120	\$173.18	\$0	\$0.00	\$173.18
DIST SCHOOL	3	2	\$21,120	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$21,120	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$21,120	\$107.71	\$0	\$0.00	\$107.71
SPC SCHOOL2	3	2	\$21,120	\$354.82	\$0	\$0.00	\$354.82
TOTAL FEE & INTEREST: (Detail)							\$5.00
<b>ASSD. VALUE: \$21,120.00</b>			<b>\$1,058.11</b>		<b>GRAND TOTAL: \$1,010.11</b>		
							Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE
<u>201108-9911</u>	10/11/2011
<u>200903-28281</u>	03/27/2009
<u>200614-17638</u>	08/21/2006
<u>200208-2941</u>	06/04/2002

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2018		\$0.00
12/27/2017	2017	JASON SPARKS	\$977.05
11/9/2016	2016	JASON SPARKS	\$907.91
10/5/2015	2015	JASON SPARKS	\$907.91
10/3/2014	2014	JASON SPARKS	\$896.89
10/20/2013	2013	JASON SPARKS	\$896.89
11/13/2012	2012	JASON SPARKS	\$896.89
20111028	2011	***	\$907.42
20101201	2010	***	\$955.51
20091207	2009	***	\$2,022.01
20081120	2008	***	\$2,052.07
20071117	2007	***	\$2,261.48
20061202	2006	***	\$832.76
20051109	2005	***	\$824.25
20041112	2004	***	\$785.17
20031111	2003	***	\$680.45
20021113	2002	***	\$580.25
20011206	2001	***	\$1,271.51
20001104	2000	***	\$1,271.51
19991209	1999	***	\$1,271.51
19981115	1998	***	\$998.47
19971116	1997	***	\$998.47
19961123	1996	***	\$983.47

### Annexation Committee Petition Review

Property: 2532 Skyland Drive

Owners: Jason Sparks

Date: 8.29.18

1. The property in question is contiguous to the city limits.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
2. The land use of the petitioned property is compatible with land use in the area.  
 Yes  No  Comments: \_\_\_\_\_  
 \_\_\_\_\_
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.  
 Yes  No  Comments \_\_\_\_\_  
 \_\_\_\_\_
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.  
 Yes  No  Comments See Engineering Report.  
 \_\_\_\_\_
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of ~~\$204,000~~ \$211,100. Meets city criteria: Yes  No   
 Comment: Though this property falls short of the City's median property value, similar, adjacent properties have sold recently in the median range.
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes 13 Number in city 5
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.  
 Agreed to by petitioner: Yes  No  Comment \_\_\_\_\_  
 \_\_\_\_\_

Property: 2532 Skyland Drive

8. A non-refundable administrative fee of \$100 has been paid to the city.  
Furthermore, voluntary contributions, including an application fee, of  
\$ \_\_\_\_\_ will be paid to offset costs associated with the annexation.  
Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

**See Engineering department report of concerns regarding storm drain pipe. City Engineer stated Jefferson County is willing to partner with the City to replace the public pipe. Property owner acknowledged he was aware the private pipe would need to be repaired at the same time as the public pipe repair. The City Engineer said this is not currently causing a problem, but would need to be fixed. Committee recommends the pipe repair would be a contingency of the annexation.**

9. Property is free and clear of hazardous waste, debris and materials.  
Yes  No \_\_\_\_\_ Comment \_\_\_\_\_

10. Are there any concerns from city departments?  
Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_

11. Information on children: Number in family 1 child; Plan to enroll in VH  
schools Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman  
Kimberly Cook, Acting Chairman

Ad Valorem Tax Calculation:  
2532 Skyland Drive

**AD VALOREM TAX RATES**

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

**ASSESSED VALUE**

	Description	Citizen Access Portal Descriptor
211,100	Total Value of Property	TOTAL MARKET VALUE
0.1	Assessment rate (10% or .1 for homesteaders)	EXEMPT CODE: 2-2
21,110	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

433.8105	City portion of ad valorem	20.55	(Subset of CITY)
606.91	BOE portion of ad valorem	28.75	(Subset of CITY)
1,040.72	Total County remits to City for split with BOE		CITY
318.76	SPC DIST1 BOE local rev (County gives directly to BOE)	(15.1 mills rate)	SPC SCHOOL1
173.10	Countywide School Tax to VH	(8.2 mills rate)	SCHOOL

**ANNEXATION AD VALOREM REVENUE**

433.8105	Annexation Revenue to CITY	(20.55 mills)	CITY (General Fund portion)
1,098.78	Annexation Revenue to BOE	(8.2 mills + 15.1 mills + 28.75 mills)	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)
1,532.59	TOTAL ANNEXATION REVENUE BENEFIT		

City Revenue
BOE Revenue

EXHIBIT "C"

**CITY OF VESTAVIA HILLS**  
*Department Review of Proposed Annexation*  
*(To Be completed by City Staff)*

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2532 Skyland Drive

**Engineering:**

Date: 8/15/18 Initials: C. Breda

**2532 Skyland Drive** -- concern noted related to a deteriorated stormwater drainage pipe within the roadway right of way and across this private property; roadway asphalt is in fair condition; the roadway width is more narrow than typical City standards and has little to no shoulders; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County.

**Board of Education:**

Date: 8/17/18 Initials: S Bendall

Comments: None

**Police Department:**

Date: 08/17/18 Initials: cdw

Comments: VHPD has no problems with this addition at this time

**Fire Department:**

Date: 8/15/2018 Initials: (SR)

Comments: No problems noted.

## Rebecca Leavings

---

**From:** Christopher Brady  
**Sent:** Thursday, August 23, 2018 12:08 PM  
**To:** Rebecca Leavings; George Pierce  
**Cc:** Jeff Downes  
**Subject:** RE: Annexation Committee Agenda  
**Attachments:** 2532 Skyland Drive\_survey markup.pdf; skyland\_pics.pdf

Fyi

I wanted to provide an update on 2532 Skyland...

I met Wed, 8/22, with Mr. Sparks to discuss drainage pipe concerns on his property and within the roadway at the front of this property. I have also initiated discussions with Jefferson County, but have not yet received input from their review.

The attached sketch and pictures provide an overview of the rusted drainage pipe. There is approximately 100 LF of 30" pipe on his property that has substantially deteriorated; the bottom of the pipe is mostly rusted away. The pipe within the roadway right-of-way, approximately 60 LF of 30" pipe, and another 35 LF of 15", has little to no bottom remaining.

There are no surface concerns evident yet; no sinkholes or subsidence in the roadway. Mr. Sparks' driveway has settling and cracking, but no visible hazard or immediate concerns.

The property across the street, as well as numerous neighboring properties, are already within the City, so there is pre-existing City maintenance in this area. However, this was not a previously identified pipe replacement project.

Mr. Sparks' family has owned the property for 10+ years and claims to have not noted any issues in past. His mom also met with us on site and provided additional background on the property and noting improvements they have done to the property since owning.

Mr. Sparks stated a willingness to consider investing in improvements, and is awaiting additional guidance from the City and/or County. He intends to attend the Committee meeting on 29<sup>th</sup> and address this concern in any discussion as needed.



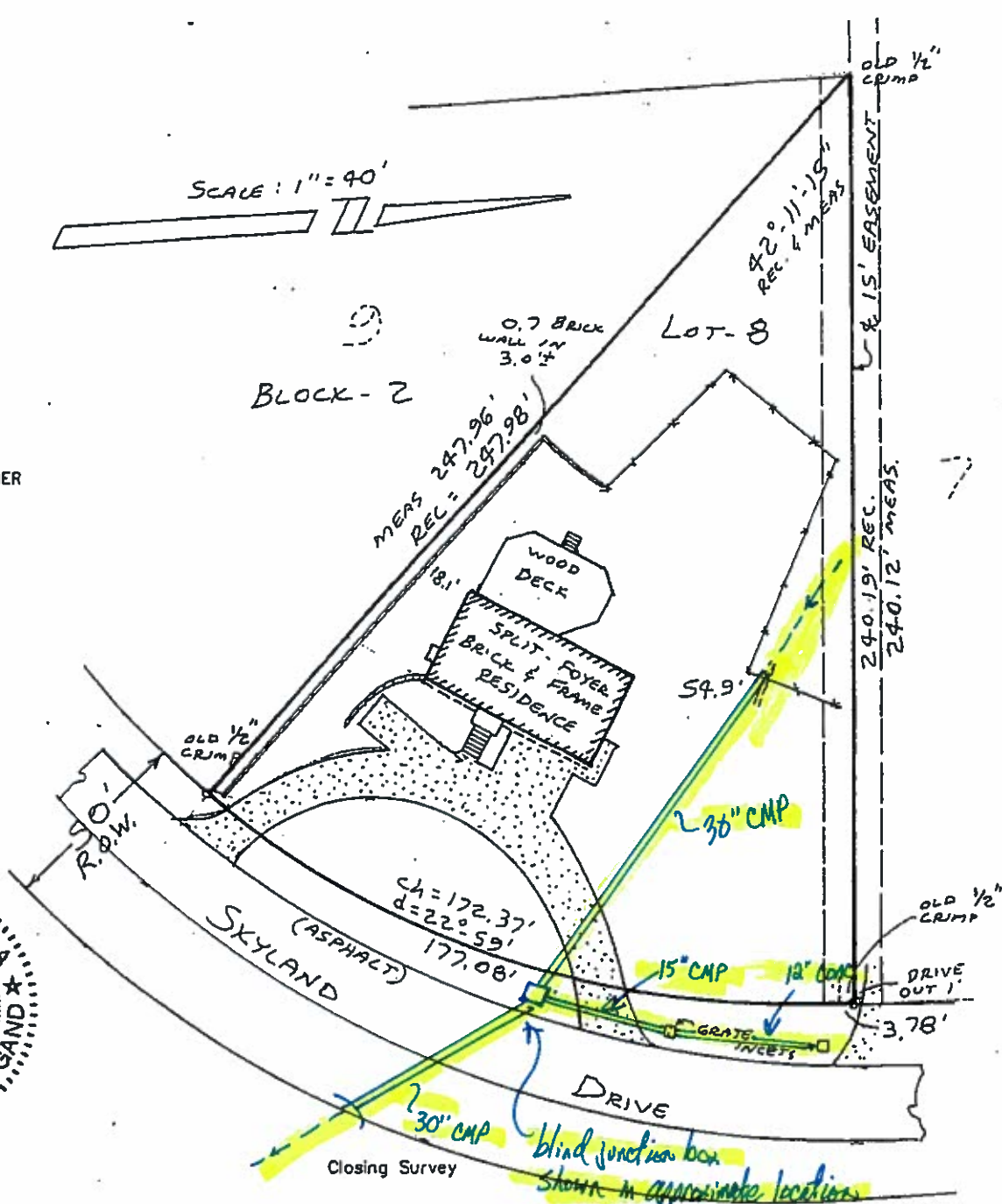
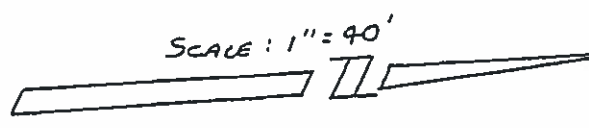
**Christopher Brady, City Engineer**  
Department of Public Services  
P 205 978 0150 | [vhal.org](http://vhal.org)  
City of Vestavia Hills

  [WWW.ALIFEABOVE.ORG](http://WWW.ALIFEABOVE.ORG)



**LEGEND**

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- x- FENCE
- POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- ▨ DECK
- CONCRETE
- ▨ WALL



STATE OF ALABAMA  
JEFFERSON COUNTY)

I, Laurence D. Weygand, a registered Engineer—Land Surveyor, or Roy Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 8, Block 2, AMENDED MAP OF DOLLY RIDGE ESTATES - SECOND ADDITION, as recorded in Map Volume \_\_\_\_\_ Page \_\_\_\_\_ in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of AUGUST 15, 2006.  
Survey invalid if not sealed in red.

Order No.: 10458  
Purchaser: SPARKS  
Address: # 2532 SKYLAND DRIVE  
Flood Zone: X Map Number: 01073C 0492E

*Laurence D. Weygand*  
Laurence D. Weygand, Reg. P.E.—L.S. #10373  
Roy Weygand, Reg. L.S. #24973  
169 Oxmoor Road, Homewood, AL 35209  
Phone: (205) 942-0086 Fax: (205) 942-0087  
Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map.

*\* drainage sketch added to show approximate location, size, material, etc. of drainage infrastructure.*





2532 Skyland Drive

**PARCEL #:** 28 00 32 4 005 015.000  
**OWNER:** SPARKS JASON M & LAURA  
**ADDRESS:** 2532 SKYLAND DR VESTAVIA AL 35243-4605  
**LOCATION:** 2532 SKYLAND DR BHAM AL 35243

[ 111-C0 ] Baths: 2.5 H/C Sqft: 1,609  
 18-034.0 Bed Rooms: 3 Land Sch: L1  
 Land: 82,400 Imp: 122,200 Total: 204,600  
 Acres: 0.000 Sales Info: 08/01/2006  
 \$216,000

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

Tax Year : 2017

[SUMMARY](#)   [LAND](#)   [BUILDINGS](#)   [SALES](#)   [PHOTOGRAPHS](#)   [MAPS](#)

**LAND COMPUTATION**

	Code	Acerage	Square Foot	Market Value	CU. Value
LOTS 3	111 HOUSEHOLD UNITS	0	0	\$82,390.00	

**ROLLBACK/HOMESITE/MISCELLANEOUS**

**LEGAL DESCRIPTION**

SUB DIVISON1: DOLLY RIDGE EST 2ND ADD      MAP BOOK: 76    PAGE: 82  
 SUB DIVISON2:                                      MAP BOOK: 0    PAGE: 0

PRIMARY BLOCK: 2                                      SECONDARY BLOCK: 0  
 PRIMARY LOT: 8                                        SECONDARY LOT: 0

**METES AND BOUNDS:** LOT 8 BLK 2 DOLLY RIDGE ESTS 2ND ADD EXC N 10 FT SD LOT

**SALES INFORMATION**

8/1/2006	\$216,000.00	1	<b>BOOK:</b> 200614 <b>PAGE:</b> 017638	Land & Building
6/1/2002	\$174,967.00	1	<b>BOOK:</b> 200208 <b>PAGE:</b> 002941	Land & Building
12/1/2001	\$145,000.00	1	<b>BOOK:</b> 200116 <b>PAGE:</b> 001350	Land & Building
4/1/2001	\$75,000.00	5	<b>BOOK:</b> 200105 <b>PAGE:</b> 006304	Land & Building

**Jason M. Sparks & Laura Sparks  
2532 Skyland Drive  
Vestavia, AL 35243**

April 9, 2018

To: Members, Vestavia Hills Annexation Committee and City Council

My name is Jason Sparks. I reside at 2532 Skyland Drive with my wife, Laura Sparks, and our son Mitchell. Both my wife and I have grown up in the Vestavia Hills community and attended the Vestavia schools from elementary school through high school graduation. Both of our families still live in Vestavia as well. (Mr. and Mrs. Mike Cobb; Dr. and Mrs. Jimmy Sparks). I represent BB&T Bank in the Vestavia Hills Chamber of Commerce and am also a member of the Vestavia Hills Sunrise Rotary Club that meets weekly at the City Hall.

Having enjoyed such long personal and professional ties to the Vestavia Hills community, I am now hoping that you will favorably consider my petition for annexation. You will notice from the application that we are largely surrounded by Vestavia Hills. We would very much like to participate in the interests of the community we are proud of, sharing its benefits and promoting the betterment of our neighborhood and of Vestavia Hills. I would add for your consideration that we have made substantial improvements to our home and property over the last few years, as have many of our neighbors. I believe that this trend is enhanced when all of us share a commitment to the interests of the community in common. I hope you will find that these considerations, along with my location relative to my Vestavia neighbors, makes this annexation logical and mutually beneficial.

My contact information is as follows if any additional information is needed:

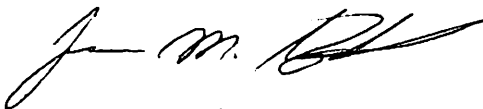
Cell # - (205)907-6030

Office # - (205)445-2346

Email – [jsparks@bbandt.com](mailto:jsparks@bbandt.com)

Thank you for your time in reviewing this request.

Sincerely,



Jason M. Sparks

(205)9076030

[jsparks@bbandt.com](mailto:jsparks@bbandt.com)

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: April 9, 2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Jason M. Sparks

(205) 907-6030 - cell #

(205) 445-2346 - work #

~~sparks@bbandt.com~~

jsparks@bbandt.com - email

**EXHIBIT "A"**

LOT: 8

BLOCK: 2

SURVEY: \_\_\_\_\_

RECORDED IN MAP BOOK 76, PAGE 82 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Class: 3 Mun Code: 2

COMPATIBLE CITY ZONING: Class: 3 Mun Code: 2

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 8, Block 2, According to the amended map of Dolly  
Ridge Estates, Second Addition as recorded in Map  
Book 76, Page 82, in the probate office of Jefferson  
County, Alabama, Birmingham Partition.

Less and except the north 10 feet of subject property

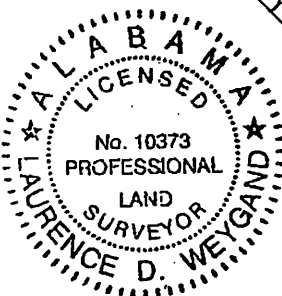
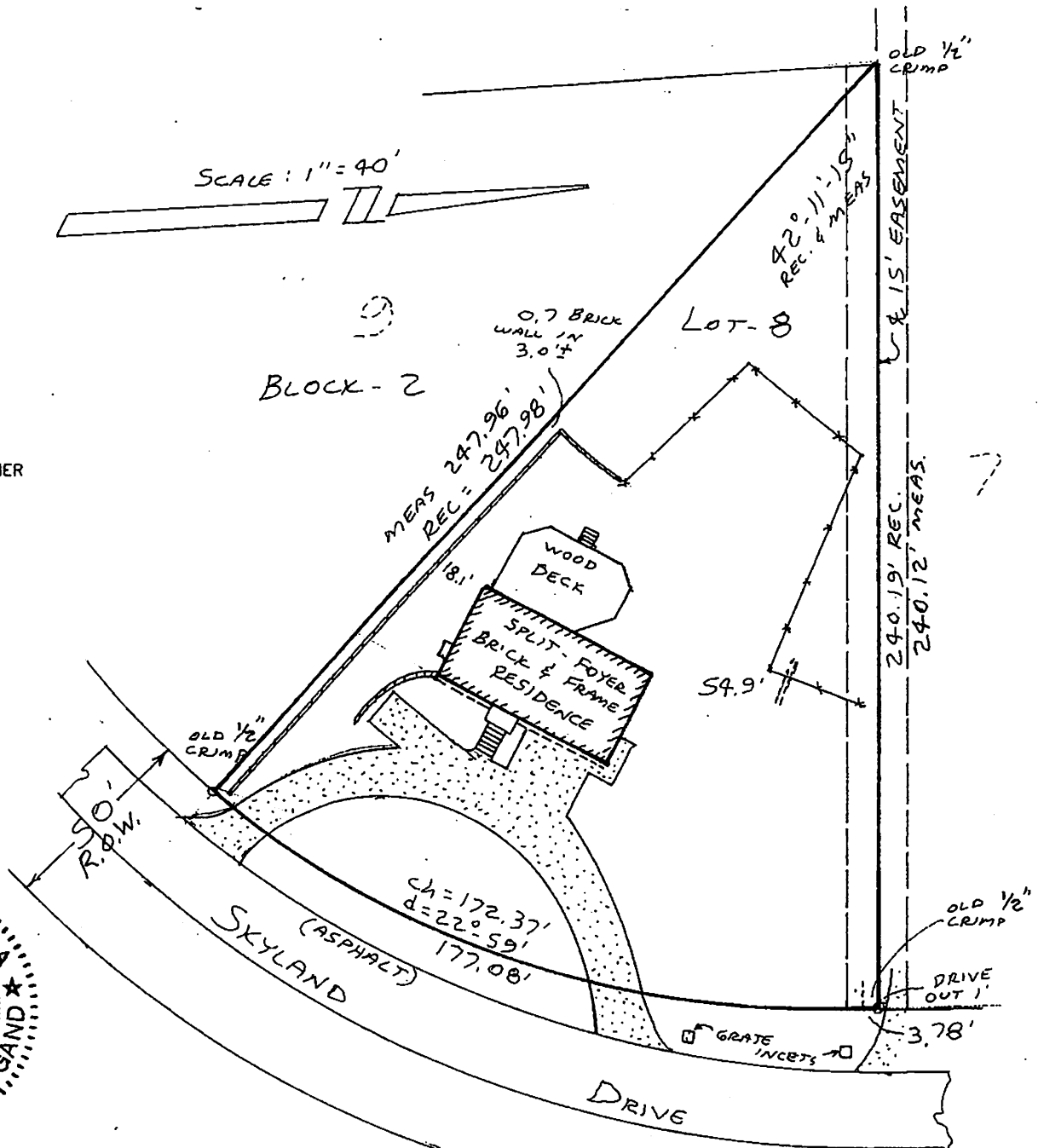
See Attached Exhibit A

Parcel # 28-00-32-4-005-015.000



**LEGEND**

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- X- FENCE
- V- POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- ▨ DECK
- CONCRETE
- ▨ WALL



STATE OF ALABAMA)  
JEFFERSON COUNTY)

**Closing Survey**

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Ray Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 8, Block 2, AMENDED MAP OF DOLLY RIDGE ESTATES - SECOND ADDITION, as recorded in Map Volume \_\_\_\_\_ Page \_\_\_\_\_ in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of AUGUST 15, 2006  
Survey invalid if not sealed in red.

Order No.: 10458  
Purchaser: SPARKS  
Address: #2532 SKYLAND DRIVE  
Flood Zone: X Map Number: 01073C 0492E

*Laurence D. Weygand*  
Laurence D. Weygand, Reg. P.E.-L.S. #10373  
Ray Weygand, Reg. L.S. #24973  
169 Oxmoor Road, Homewood, AL 35209  
Phone: (205) 942-0086 Fax: (205) 942-0087  
Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Jason M. Sparks / Larrea Sparks Lot 8 Block 2 Survey \_\_\_\_\_  
 \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_  
 \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Jason M. Sparks being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

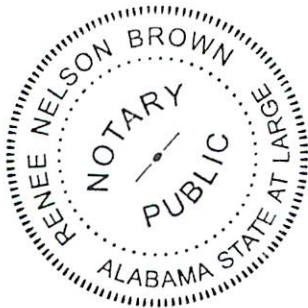
Jason M. Sparks  
Signature of Certifier

Subscribed and sworn before me this the 9th day of April, 2018.

Renee Nelson Brown  
Notary Public

My Commission Expires July 23, 2019.

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



**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

1204 Montgomery Highway  
Vestavia Hills AL 35216

*(To be completed by the City)*

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
Deny \_\_\_\_\_  
Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

*(To be completed by Homeowner)*

Name(s) of Homeowner(s): Jason + Laura Sparks

Address: 2532 Skyland Drive

City: Vestavia State: AL Zip: 35243

**Information on Children:**

**Plan to Enroll In  
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Mitchell D. Sparks	2	—	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.				<input type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 2020-2021

Jason M. Sparks : Car Tag: IBL9576  
Laura C. Sparks : Car Tag: IBL9577



**ORDINANCE NUMBER 2799**

**AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.**

**WHEREAS**, a certain petition signed by Jason and Laura Sparks dated April 9, 2018, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

**WHEREAS**, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2532 Skyland Drive  
Lot 8, Block 2, Dolly Ridge Estates, 2nd Add  
Jason and Laura Sparks

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

**APPROVED and ADOPTED** this the 8th day of October, 2018.

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 # 2799 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 8th day of October, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 5097**

**A RESOLUTION TO REDUCE THE CORPORATE LIMITS OF  
THE CITY OF VESTAVIA HILLS, ALABAMA, AND THE  
BOUNDARIES THEREOF REESTABLISHED**

**WHEREAS**, Robert Butler is the owner of property located at 3961 Briar Oak Drive, Vestavia Hills, Alabama; and

**WHEREAS**, Robert Butler's property ("hereinafter known as "The Property") lies within the corporate limits of the City of Vestavia Hills, said portion is illustrated and more particularly described in a map and legal description marked as Exhibit A attached to and incorporated into this Resolution Number 5097 as though written fully therein; and

**WHEREAS**, Frank C. Galloway, III, Esq. on behalf of Robert Butler has filed a petition with the City Council of the City of Vestavia Hills requesting de-annexation of The Property that lies within the City of Vestavia Hills corporate limits, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution Number 5097 as though written fully therein; and

**WHEREAS**, the Mayor and Council agree it is in the best public interest to grant Robert Butler's request determining that The Property described in Exhibit A located on Liberty Parkway, Vestavia Hills, Alabama is of no benefit to the City.

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

1. This action is taken pursuant to the authority set forth in Title 11-42-200, et. seq., Code of Alabama, 1975; and

2. That petition signed by Frank C. Galloway, III, Esq. on behalf of Robert Butler, represents as owner of The Property; and

3. The City Council of the City of Vestavia Hills, Alabama, has determined and decided that the public good requires that the request of Robert Butler is due to be granted; and

4. That the legal description of the property to be de-annexed is described as follows:

3961 Briar Oak Drive  
Robert Butler, owner

More particularly described as follows: (*see attached legal description in Exhibit A*).

5. The property owned by Robert Butler located in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described in Exhibit A above and Exhibit B attached is hereby de-annexed from the corporate city limits of the City of Vestavia Hills, Alabama.

6. The corporate limits of the City of Vestavia Hills, Alabama, are hereby reduced so as to exclude the territory described in Exhibit A above and the boundaries of the City are hereby re-established accordingly.

7. That pursuant to Section 11-42-201 of the Code of Alabama, 1975, the Clerk shall certify a copy of such Resolution, together with a plat or map correctly defining the corporate limits proposed to be established and the names of all qualified electors residing in the territory proposed to be excluded from the area of such corporation and file the same with the Judge of Probate of Jefferson County.

**DONE, ORDERED, APPROVED and ADOPTED** this the 8<sup>th</sup> day of October, 2018.

Ashley C. Curry  
Mayor

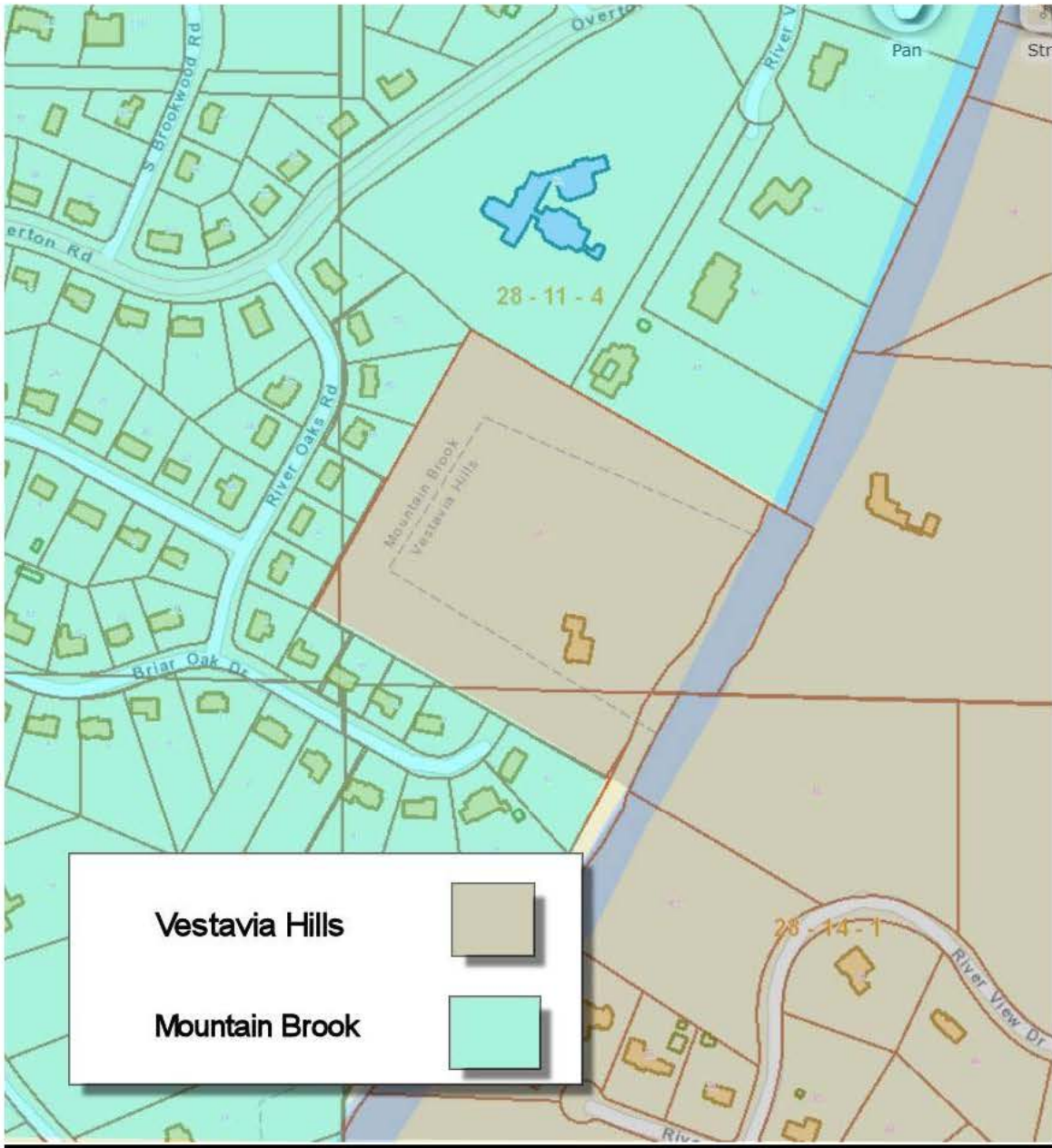
ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Resolution 5097 is a true and correct copy of such Resolution that was duly adopted by the City Council of the City of Vestavia Hills on the 8<sup>th</sup> day of October, 2018, as same appears in the official records of said City.

Rebecca Leavings  
City Clerk



Legal Description of 3961 Briar Oak Drive:

**Robert B. Butler and wife, Lorraine B. Butler,**

is referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Jefferson

County, Alabama to-wit:

That part of the following described parcel situated in Jefferson County, Alabama, lying West-Northwest of the Cahaba River:  
A tract in Sections 11 and 14, Township 18 South, Range 2 West; more particularly described as follows: Begin at the Southeast corner of Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section 11, Township 18 South, Range 2 West, and run in a Northerly direction along the East line of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section 11, Township 18 South, Range 2 West a distance of 193.00 feet to the point of beginning; thence 60 degrees 01' to the left in a Northwesterly direction a distance of 1244.57 feet to a point; thence 90 degrees 00' to the left in a Southwesterly direction a distance of 700.00 feet to a point; thence 90 degrees 00' to the left in a Southeasterly direction a distance of 1244.57 feet to a point; thence 90 degrees 00' to the left in a Northeasterly direction a distance of 700.00 feet to the point of beginning. Minerals and mining rights excepted.

**Annexation Review Committee  
De-annexation Petition Review**

Property Address: 3961 Briar Oak Drive

Owner Name(s): Robert Butler

Review Date: 8.29.18

1. Year subject property was annexed (if known): \_\_\_\_\_

2. Are any adjacent properties in the City of Vestavia Hills? Yes  No \_\_\_\_\_

3. Streets and drainage structures are in substantial compliance with city regulations and building codes and in good condition.  
Yes  No \_\_\_\_\_ Comments: \_\_\_\_\_

4. Jefferson/Shelby County Tax Assessor total property value: \$964,300  
• Most recent City Schools tax collected on property: ~~~\$4919.55~~ \$5,019  
• Most recent City tax collected on property: ~~~\$1055.02~~ \$7,001

5. Property owner reasons for requesting de-annexation:  
**Property owner has an interested buyer, contingent on property being annexed into Mountain Brook.**

6. Are there any de-annexation benefits cited by City departments or Board of Education?  
no

7. Are there any other considerations that might affect evaluation of this petition?  
no

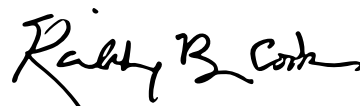
  
\_\_\_\_\_  
~~George Pierce~~      Kimberly B. Cook  
Chairman              Acting Chair



EXHIBIT "C"

**CITY OF VESTAVIA HILLS**  
*Department Review of Proposed Annexation*  
*(To Be completed by City Staff)*

---

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3961 Briar Oak Drive

---

**Engineering:** Date: 8/15/17 Initials: CB  
**3961 Briar Oak Drive** -- no concerns noted; roadway is not on City of Vestavia Hills maintenance list and is within City of Mountain Brook; City does provide garbage services to this one residence on this street, so likely will be of benefit to our collection contractor to eliminate this from our route; we have no recent record of providing any other service to this property.

---

**Board of Education:** Date: 8/17 Initials: S Boddall  
Comments: Hate to lose property

---

**Police Department:** Date: 8/17/18 Initials: CHN  
Comments: VAPD has no concern about this property at this time, regarding staying in the city or leaving.

---

**Fire Department:** Date: 8/17/17 Initials: JKey  
Comments: N/P


---

## STATEMENT OF ROBERT BUTLER

COMES NOW the undersigned, Robert Butler, and hereby states the following:

I am over nineteen (19) years of age, a resident of Jefferson County, Alabama and have personal knowledge of the facts set forth herein.

I am the current owner of 3961 Briar Oak Drive, Vestavia Hills, Alabama 35243 (the "Property"). Frank C. Galloway III, Esq. filed a petition to de-annex the Property on my behalf and with my permission. I authorize Scott Brown, Esq. to represent me in the de-annexation process.

  
Robert Butler

STATE OF ALABAMA ) *Alabama*

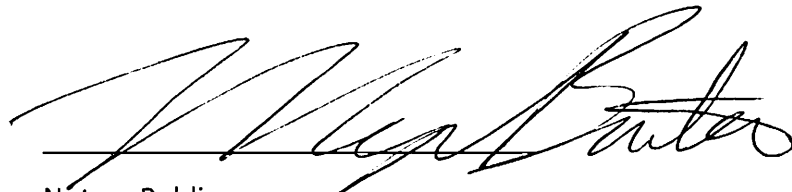
:

JEFFERSON COUNTY )

I, the undersigned notary for said County and in said State, hereby certify that Robert Butler, whose name 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 said instrument, he executed the same voluntarily for the purposes set forth therein.

Given under my official hand and seal this the 30<sup>th</sup> day of August, 2018 August, 2018.



  
Notary Public  
My Commission Expires: Sept 16 2020



# Galloway Scott Moss & Hancock LLC

Attorneys at Law

August 7, 2018

Via Hand Delivery

Mr. Jeffrey Downes, City Manager  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

Re: Proposed deannexation of home located at 3961 Briar Oak Drive, Vestavia Hills, Alabama 35243

Dear Jeff:

As we briefly discussed last week, on behalf of the current owner (Robert Butler) and my clients, contract purchasers (Mr. and Mrs. Patrick Maguire), please consider this letter and its enclosures to be a request that the City of Vestavia Hills deannex the above-referenced property (the "Property"). To that end, I ask that the Council place this matter on a track so that it is formally considered at a Council meeting.

In support of this proposal, I offer the following:

1. A tax map from the Jefferson County Tax Assessor's office identifying the property (Exhibit 1).
2. A print-out from the Jefferson County website showing an aerial depiction of the Property. It is noteworthy that in this depiction Jefferson County erroneously shows that a material portion of the perimeter of the Property is in Mountain Brook (Exhibit 2).
3. A print-out from the 2018 Courthouse Retrieval System depicting the Property and the surrounding area (Exhibit 3).
4. A print-out from the Jefferson County Tax Assessor's office showing the Property as (a) being located in Birmingham, (b) having a Mountain Brook address, and (c) a Vestavia Hills "municipal code".
5. As shown on Exhibits 1 and 3, the Property is the last house on a dead-end segment of Briar Oak Drive. All other properties and houses on Briar Oak Drive are located in the City of Mountain Brook. Additionally, there are eight (8) other parcels that border the Property, and *all* of them are in the City of Mountain Brook.

Mr. Jeffrey Downes, City Manager  
City of Vestavia Hills  
August 7, 2018  
Page 2

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6. The easternmost border of the Property is the Cahaba River. On the opposite bank of the Cahaba River is land located in the City of Vestavia Hills. Realistically, this contiguous border affords no meaningful access to other Vestavia Hills property, and certainly provides no access for emergency vehicles.
7. The Property is the only Vestavia Hills property accessed off of Overton Road via River Oaks Road. There is obviously confusion in the public realm as to the Property's correct jurisdiction. This isolation creates inherent challenges for police, fire and ambulance services from Vestavia Hills to access the Property. It is not unlikely that in an emergency situation, resources from Vestavia Hills, Mountain Brook and perhaps Birmingham would respond and thus potentially compromise the ability of one of the municipalities to properly service their communities.
8. If deannexation of the Property is approved, it realistically could not be finalized until after October 1, 2018. Thus, the property taxes owing for the 2019 tax year would be paid to Vestavia Hills.

The Maguires' contract to purchase the Property is contingent on deannexation, so both Mr. Butler and the Maguires request that Vestavia Hills consider this matter in a timely fashion. Thank you in advance for your consideration of the foregoing request. If there is any application fee or other requirement that a payment be made in order for Vestavia Hills to consider a deannexation request, please let me know and my office will promptly forward such payment to your office.

Sincerely,



Frank C. Galloway III

FCGIII/jjg  
Enclosures



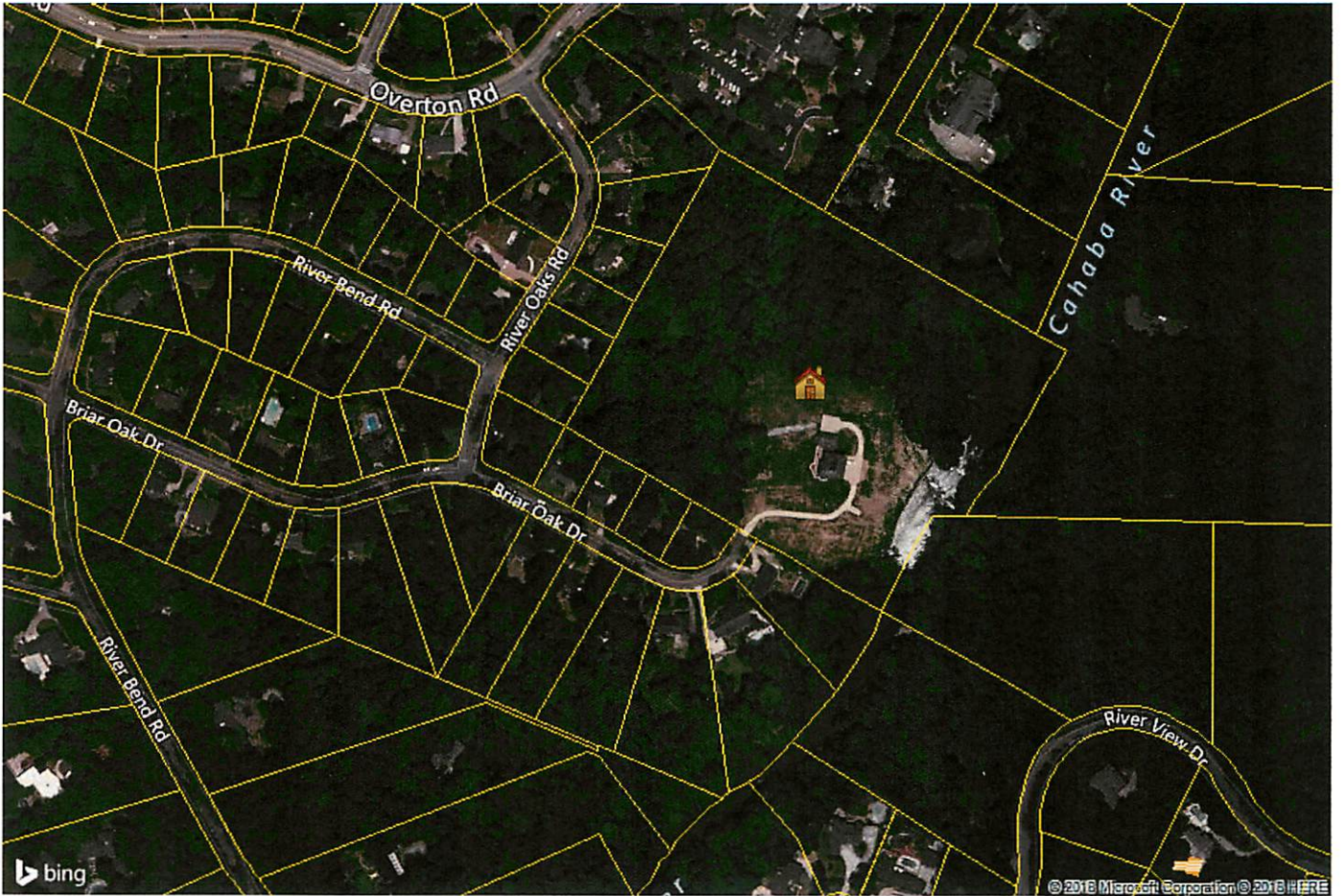
**Identify Results**  
Google Street View Property Tax Info  
Latitude: 33.4757582 Longitude: -86.716362

Parcels (Basemap) [Empty]

<b>OBJECTID:</b>	210822
<b>SHAPE:</b>	Polygon
<b>Owner Name:</b>	BUTLER ROBERT B
<b>ParcelNo:</b>	28 00 11 4 001 051.000
<b>Parcel Identification:</b>	2800114001051000
<b>Building Number:</b>	3961
<b>Site Address:</b>	3961 BRIAR OAK DR
<b>Apartment:</b>	
<b>ZIP:</b>	35243
<b>City:</b>	VESTAVIA HILLS
<b>Subdivision:</b>	Vestavia Hills
<b>Fire Department Services:</b>	RIVER RUN
<b>Neighborhood Name:</b>	3961 BRIAR OAK DR
<b>Owner Mailing Address:</b>	MOUNTAIN BRK
<b>Owner City Mail:</b>	AL
<b>Owner State Mail:</b>	AL

# EXHIBIT 3





Map for Parcel Address: 3961 Briar Oak Dr Mountain Brk, AL 35243-4838, Parcel ID: 28 00 11 4 001 051.000

# EXHIBIT 4



**PARCEL #:** 28 00 11 4 001 051.000  
**OWNER:** BUTLER ROBERT B  
**ADDRESS:** 3961 BRIAR OAK DR MOUNTAIN BRK AL 35243-4838  
**LOCATION:** 3961 BRIAR OAK DR BIRMINGHAM AL 35243

[ 111-50 ] Baths: 5.0 H/C Sqft: 4,309  
 14-027.0 Bed Rooms: 4 Land Sch: A314  
 Land: 260,000 Imp: 704,300 Total: 964,300  
 Acres: 12.000 Sales Info: 03/01/1990 \$190,000

<< Prev Next >> [ 2 / 5 Records ] Processing...

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

<b>ASSESSMENT</b>		<b>VALUE</b>	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$260,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 20 VESTAVIA HILLS	HS YEAR: 0	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<b>CLASS 2</b>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 92.6		
<b>CLASS USE:</b>		<b>CLASS 3</b>	
FOREST ACRES: 12	TAX SALE:	BLDG 001	111 \$704,300
PREV YEAR VALUE: \$1,055,300.00	BOE VALUE: 0		
		TOTAL MARKET VALUE [APPR. VALUE: \$964,300]:	\$964,300
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	20	\$96,440	\$626.86	\$4,000	\$26.00	\$600.86
COUNTY	3	20	\$96,440	\$1,301.94	\$2,000	\$27.00	\$1,274.94
SCHOOL	3	20	\$96,440	\$790.81	\$0	\$0.00	\$790.81
DIST SCHOOL	3	20	\$96,440	\$0.00	\$0	\$0.00	\$0.00
CITY	3	20	\$96,440	\$4,754.49	\$0	\$0.00	\$4,754.49
FOREST	3	20	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	20	\$96,440	\$1,456.24	\$0	\$0.00	\$1,456.24
SPC SCHOOL2	3	20	\$96,440	\$0.00	\$0	\$0.00	\$0.00
			TOTAL FEE & INTEREST: (Detail)				\$5.00
ASSD. VALUE: \$96,440.00			\$8,930.34		GRAND TOTAL: \$8,882.34		

Payoff Quote

**DEEDS**

**INSTRUMENT NUMBER**

0-0

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
06/01/1994		2018		\$0.00
	11/7/2017	2017	ROBERT BRITT BUTLER	\$9,725.00
	1/5/2017	2016	ROBERT BRITT BUTLER	\$8,882.34
	11/18/2015	2015	ROBERT BUTLER	\$8,934.20
	1/6/2015	2014	ROBERT BRITT BUTLER	\$8,811.97
	1/4/2014	2013	-	\$8,811.97
	10/29/2012	2012	BUTLER ROBERT B	\$9,065.69
	20111015	2011	***	\$9,193.48
	20101231	2010	***	\$9,193.48
	20091103	2009	***	\$9,193.48
	20081031	2008	***	\$9,384.24
	20071231	2007	***	\$9,294.43
	20061231	2006	***	\$9,037.91
	20051208	2005	***	\$8,678.62
	20041228	2004	***	\$8,473.05
	20031231	2003	***	\$8,164.71
	20021021	2002	***	\$7,378.52
	20011231	2001	***	\$3,971.22
	20001231	2000	***	\$3,971.22
	19991231	1999	***	\$3,971.22
	19981106	1998	***	\$3,268.57
	19971011	1997	***	\$3,268.57
	19961204	1996	***	\$3,263.57



## **WHEN SHOULD A MUNICIPALITY DE-ANNEX PROPERTY?**

1. **MUNICIPAL AUTHORITY TO ADOPT ORDINANCES AND RESOLUTIONS:** Title 11-45-1, *Code of Alabama, 1975*, authorizes municipalities to adopt ordinances and **resolutions** to:

- (a) Provide for the safety,
- (b) Preserve the health,
- (c) Promote the prosperity and
- (d) Improve the morals, order, comfort and convenience of the inhabitants of the municipality.

2. **LEGAL AUTHORITY TO DE-ANNEX PROPERTY:** Municipalities in Alabama may de-annex property from the corporate boundaries by **resolution** pursuant to Title 11-42-200, et seq., *Code of Alabama, 1975*.

3. **DE-ANNEXATION IS A LEGISLATIVE DECISION:** In the case of *Evans v. Stone*, 473 So.2d 495 (Ala.1985), the Supreme Court of Alabama held that when the governing body of a city or town resolves to reduce its corporate limits, it acts in its **legislative** capacity just as it does when it determines to enlarge the corporate limits.


4. **REVERSAL OF A LEGISLATIVE DECISION:** In the case of *Evans v. Stone*, the Supreme Court of Alabama held that when the reasonableness of the proposed reduction is fairly debatable, the courts will defer to the judgment of the governing body of the city and will interfere with its **discretion** only to cure an abuse of discretion.

5. **WHEN SHOULD A CITY COUNCIL APPROVE AN APPLICATION FOR DE-ANNEXATION?** The words of the statute (Title 11-42-200, *Code of Alabama, 1975*) answer this question, “Whenever in the **opinion** of the council or governing body of any city or town the public health or **public good** requires that the corporate limits of such town or city be reduced and the boundaries thereof reestablished, said council shall pass a **resolution** defining the proposed corporate limits.”

6. **WHAT DOES THE ATTORNEY GENERAL OF THE STATE OF ALABAMA SAY ABOUT WHEN A MUNICIPALITY SHOULD DE-ANNEX PROPERTY?** The Attorney General of the State of Alabama issued Opinion Number 96-00159 on March 26, 1996 and wrote, “The only statutory proceeding for reduction of the corporate limits of a municipality are found in Code of Alabama 1975, §11-42-200, et seq. The governing body of the city deannexing the property must find that the public health or the **public good** requires such a procedure.” A copy of Opinion Number 96-00159 dated March 26, 1996 is attached hereto.

# OFFICE OF THE ATTORNEY GENERAL

96-00159

  
JEFF SESSIONS  
ATTORNEY GENERAL  
STATE OF ALABAMA  
MAR 26 1996

ALABAMA STATE HOUSE  
11 SOUTH UNION STREET  
MONTGOMERY, ALABAMA 36130  
AREA (334) 242-7300

Honorable Clarence F. Rhea  
City Attorney, City of Southside  
P. O. Box 8486  
Gadsden, AL 35902

Municipalities -  
Annexation - Deannexation

Governing body of city in  
which property is to be  
deannexed must consent to  
a reduction in the  
corporate limits of the  
municipality.

Dear Mr. Rhea:

This opinion is issued in response to your request  
for an opinion from the Attorney General.

## QUESTION

Can you advise whether there is a  
procedure so that a person can be  
deannexed from one city (when the city  
declines to do so) and be annexed into  
another (where the services are provided)  
and, if so, the procedure that must be  
followed?

## FACTS, ANALYSIS AND CONCLUSION

The only statutory proceeding for reduction of the  
corporate limits of a municipality are found in Code of  
Alabama 1975, § 11-42-200, et seq. The governing body

Honorable Clarence F. Rhea  
Page 2

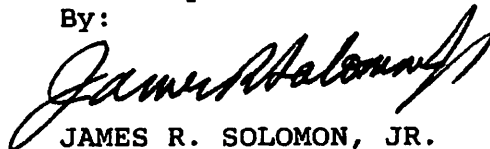
of the city deannexing the property must find that the public health or the public good requires such a procedure.

Until the legislature chooses to provide another procedure or to otherwise act, there is no procedure available to accomplish such a deannexation without the consent of the municipality.

I hope this sufficiently answers your question. If our office can be of further assistance, please contact Carol Jean Smith of my staff.

Sincerely,

JEFF SESSIONS  
Attorney General  
By:

A handwritten signature in cursive script, appearing to read "James R. Solomon, Jr.", written in black ink.

JAMES R. SOLOMON, JR.  
Chief, Opinions Division

JS/CJS/jho  
R3.96/OP

**ORDINANCE NUMBER 2802**

**AN ORDINANCE ESTABLISHING THE CAHABA HEIGHTS AND CITY CENTER ENTERTAINMENT DISTRICTS**

**WITNESSETH THESE RECITALS:**

**WHEREAS**, Act 2012-438 as amended by Act 2013-382 now appearing as Section 28-3A-17.1, *Code of Alabama, 1975*, authorized certain municipalities in the State of Alabama to establish entertainment districts within its corporate limits; and

**WHEREAS**, the Legislature of the State of Alabama enacted Act No. 2015-267, which became law on May 27, 2015, to authorize the City of Vestavia Hills, Alabama to establish no more than three (3) entertainment districts within the corporate City limits; and

**WHEREAS**, pursuant to the terms and provisions and conditions of Act No. 2015-267, the Rocky Ridge Entertainment District was established through Ordinance 2600; and

**WHEREAS**, pursuant to the terms and provisions and conditions of Act No. 2015-267, the City Council wishes to establish additional entertainment districts for the purpose of regulating the sale and consumption of alcoholic beverages as provided herein below.

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

**SECTION 1.** Under the authority granted in Section 1 of Act No. 2015-267 of the Alabama Legislature, there shall be hereby established the Cahaba Heights Entertainment District with the areas and boundaries as set forth and designated in Exhibit A.

**SECTION 2.** Under the authority granted in Section 1 of Act No. 2015-267 of the Alabama Legislature, there shall be hereby established the City Center Entertainment District with the areas and boundaries as set forth and designated in Exhibit B.

**SECTION 3.** Any licensee who receives an entertainment district designation for an on-premise retail license from the Alabama Alcoholic Beverage Control Board shall comply with all laws, rules, and regulations which govern its license type, except that the patrons, guests or members of that licensee may exit that licensed premises with open containers of alcoholic beverages and consume alcoholic beverages anywhere within the confines of the entertainment district but may not enter another licensed premises with open containers or closed containers of alcoholic beverages acquired elsewhere.

**SECTION 4.** No licensee who receives an entertainment district designation shall allow alcoholic beverages to be removed from the licensed premises in bottles or glass containers.

**SECTION 5.** Except for special events as permitted by the Alabama Alcoholic Beverage Control Board and in compliance with all laws, rules, and regulations, no alcoholic beverages purchased outside of the district shall be allowed in open containers in the Entertainment District.

**SECTION 6.** Alcoholic beverages may be sold at licensed premises and consumed within the entertainment district designation boundaries during the following days and hours:

Sunday through Thursday from Noon to 9:00 PM

Friday and Saturday from Noon to 11:00 PM

\*The City Manager may, at his discretion issue a waiver to these posted hours.

**SECTION 7.** This Ordinance shall become effective upon passage, approval and publication or as otherwise required by Alabama law..

**DONE, ORDERED, APPROVED and ADOPTED** this 8<sup>th</sup> day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2802 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 8<sup>th</sup> day of October, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Public Library, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



# Cahaba Heights Rd Entertainment District

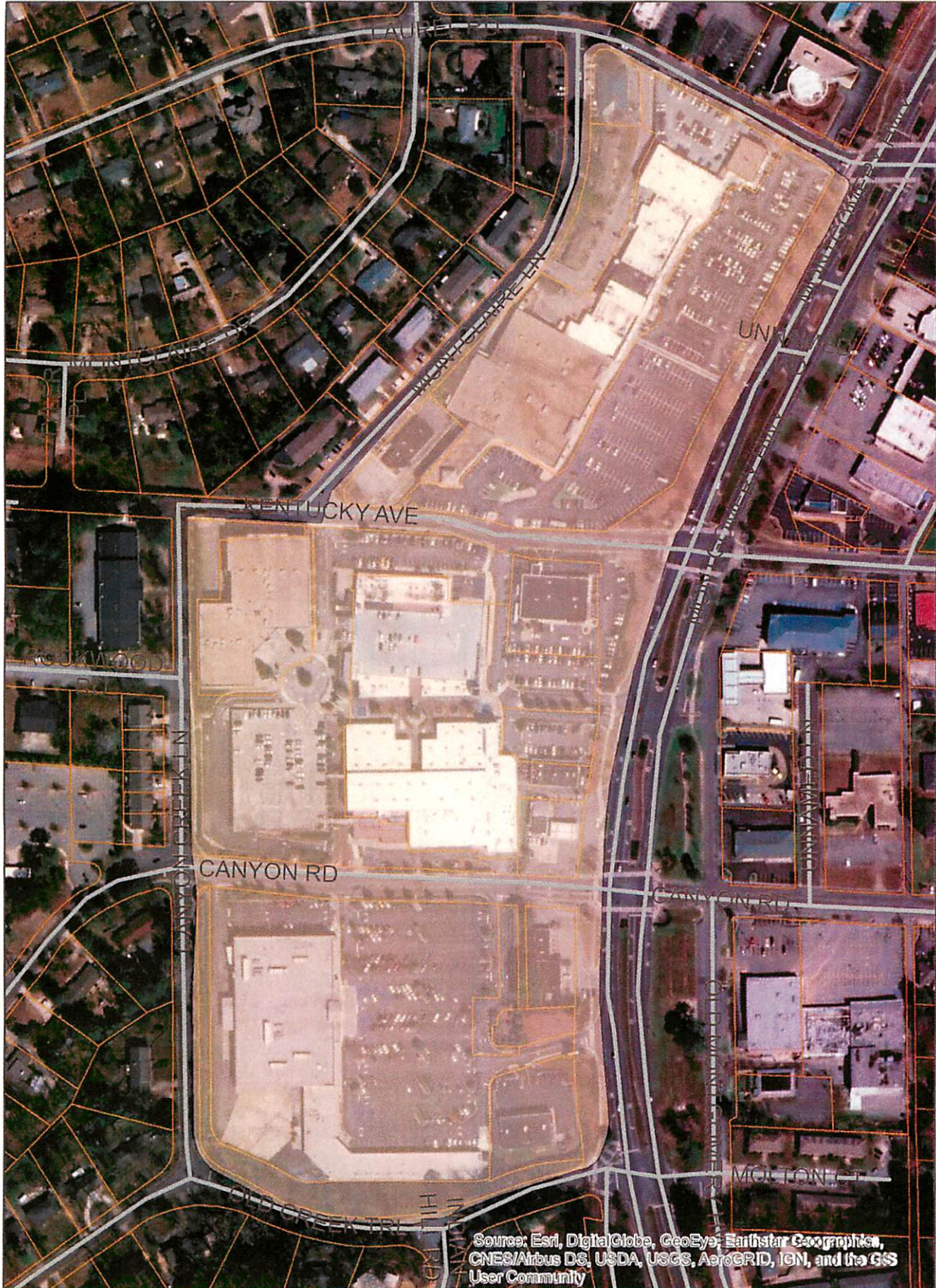


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Square Miles = .0598  
 Perimeter = 10,522.87'



# City Center Entertainment District



City of Vestavia Hills  
Department of GIS  
May 17, 2018

Square Miles = 0.056  
Perimeter = 5,985.44'





**RESOLUTION NUMBER 5102**

**A RESOLUTION RESCHEDULING REGULAR MEETINGS AND/OR  
WORK SESSIONS OF THE VESTAVIA HILLS CITY COUNCIL**

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

1. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for November 12, 2018 is hereby rescheduled for Tuesday, November 13, 2018 beginning at 6 PM on observance of the Veteran's Day holiday; and
2. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for December 24, 2018 is hereby rescheduled for Monday, December 17, 2018 beginning at 6 PM in observance of the Christmas Eve holiday; and
3. The regularly scheduled work session of the Vestavia Hills City Council scheduled for December 17, 2018 at 6 PM is hereby rescheduled for Monday, December 17, 2018 beginning at 5 PM; and
4. This Resolution Number 5102 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 8<sup>th</sup> day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5103**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH THE STATE OF ALABAMA DEPARTMENT OF LABOR FOR THE SICARD HOLLOW PARK PROJECT**

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

1. The City Manager is hereby authorized to execute and deliver a Project Agreement with the State of Alabama Department of Labor for the Sicard Hollow Park Project; and
2. A copy of said agreement is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5103 as if written fully therein; and
3. This Resolution Number 5103 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 8<sup>th</sup> day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PROJECT AGREEMENT**

**BY AND BETWEEN**

**THE STATE OF ALABAMA, DEPARTMENT OF LABOR**

**AND**

**CITY OF VESTAVIA HILLS**

**SICARD HOLLOW PARK PROJECT**

**PROJECT AGREEMENT**

**THIS PROJECT AGREEMENT** is made and entered into by and between the **STATE OF ALABAMA, DEPARTMENT OF LABOR** (the “Department”) and **CITY OF VESTAVIA HILLS**, a municipality located in Jefferson County, Alabama (the “City”), effective as of the \_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”).

**R E C I T A L S**

**WHEREAS**, the United States Department of the Interior’s Office of Surface Mining Reclamation and Enforcement (“OSMRE”) made funding available to six (6) states, including the State of Alabama (“State”), for the funding of projects in the Abandoned Mine Land Reclamation Economic Development Pilot Program (“AML Pilot”) for Fiscal year 2017;

**WHEREAS**, the Alabama Department of Labor (“the Department”) administers the AML Pilot for and on behalf of the State.

**WHEREAS**, the City submitted a 2017 AML Pilot Grant Application for the Sicard Hollow Park project (the “Project”) through the Department’s Abandoned Mine Land Program;

**WHEREAS**, the Department evaluated the Project application pursuant to the *Guidance for Project Eligibility Under the Abandoned Mine Land Reclamation Economic Development Pilot Program for Fiscal Year 2017* issued by the OSMRE;

**WHEREAS**, following an evaluation by the Department’s Pilot Grant Review Committee, the Department determined to recommend the Project for funding in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (“Project Funding”);

**WHEREAS**, the Department has received any necessary approvals of the Project

from OSMRE;

**WHEREAS**, in reliance on OSMRE's approval of the Project for funding, the undertaking of the Project as described in this Agreement, and in consideration of the economic impact and other benefits to be received by the State and its citizens, the Department has committed to make available to the City the Project Funding in the manner described in this Agreement, subject to applicable State and Federal laws.

**NOW, THEREFORE**, in consideration for the mutual promises and covenants contained in this Agreement and for other valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. **Governed by Alabama laws.** This Agreement shall be governed by the laws of the State of Alabama. The parties hereto agree that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Agreement shall conflict with any statute or constitutional provision or amendment thereof, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
2. **Scope of Agreement.** This Agreement fully sets out the complete agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter of this Agreement. This Agreement includes the facts, averments, and representations set forth in the Recitals, as well as all exhibits, attachments, or appendices attached to or referenced in this Agreement, all of which are hereby incorporated by reference.
3. **Definitions.** For the purposes of this Agreement, the following terms shall have

the meanings set forth in this Section:

AML shall mean the Abandoned Mine Land Division of the Alabama Department of Labor.

Agreement shall mean this document and any other attached or referenced documents that are within the Scope of Agreement as established in Section 2 of this Agreement.

City shall mean the City of Vestavia Hills, a municipality located in Jefferson County, Alabama.

Effective Date shall mean the date set forth in the first paragraph of this Agreement.

Indemnified Parties shall have the meaning set forth in Section 18 of this Agreement.

Parties shall mean the Department and the City collectively, each of which is a Party to this Agreement.

Project shall mean the Sicard Hollow Park Project described in that certain 2017 AML Pilot Program Project Request Form submitted by the City to the Department.

Related Companies shall mean, as provided in Code of Alabama § 40-18-370, any City that is under common ownership, management, or control with the City.

State shall mean the State of Alabama.

Trade Secret means any proprietary or competitively sensitive information contained in this Agreement, or any related agreement, schedule or other writing which falls within the definition of “trade secret” as such term is defined in the Trade Secrets Act.

Trade Secrets Act means the Alabama Trade Secrets Act, Code of Alabama §§ 8-27-1 et seq., as amended.

4. **The City’s Commitments, Representations and Warranties.** In consideration of the Department providing the Project Funding described in this Agreement, the City makes the following commitments, representations and warranties to the

## Department:

- (a) The City acknowledges that the citizens of the State anticipate the receipt of substantial economic benefit to the State and local communities in return for the Project Funding granted under this Agreement. The City intends to cause commencement of work on the Project site within one hundred eighty (180) days of the Effective Date of this Agreement.
- (b) The City is a going concern, is financially solvent and shall make available adequate funding in order to undertake the Project.
- (c) The City is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in material compliance with all Alabama laws applicable to its operations in connection with the Project throughout the duration of this Agreement including any applicable employment and immigration laws.
- (d) Pursuant to Code of Alabama § 31-13-9(k), by signing this Agreement, the City affirms, for the duration of this Agreement, that it will not violate federal or state immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Furthermore, if the City is found to be in violation of this provision, it shall be deemed in breach of this Agreement and the City shall be responsible for all damages resulting therefrom. Upon a reasonable request by the Department, the City will provide to the Department documentation evidencing its participation in the federal E-Verify program operated by the U.S. Department of Homeland Security.
- (e) The City is not prohibited from consummating the transaction contemplated in this Agreement by any applicable law, regulation, agreement, instrument, restriction, order, or judgment.
- (f) The City has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the City's board of directors, officers, managers, trustees or any other



person(s) is required under either the City's organizational or governing documents, or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the City to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

(g) The City shall provide the Department with the names of all contractors and subcontractors who will or may work on the Project so that the Department may conduct an Office of Surface Mining Reclamation and Enforcement (OSMRE) Applicant Violator System (AVS) review. The City shall provide the Department with a copy of each contractor/subcontractor's Federal ID#, mailing address and phone number. This information shall be provided by the City to the Department at least ten days prior to the contractor/subcontractor starting work on the Project. The City shall not employ any subcontractor or other person or organization against whom the Department may have reasonable objection.

(h) **Commitments and Representations of the Department.** In consideration of the City undertaking the Project, the economic benefit to the State and local communities to be realized from such undertaking, and subject to the provisions of applicable state law, the Department shall make available to the City the Project Funding as provided in this Section 4. Generally, the City shall be eligible to receive progress payments on the basis of work performed to advance the Project. Specifically, The City shall submit to the Department invoices for work performed to advance the Project together with a reasonable degree of supporting documentation to substantiate the requested progress payments. The Department reserves the right to determine in good faith that the requirements of this Agreement are being met before making such payments. The AML

Division will submit all pay requests to the Department's Finance Division within ten (10) Business days and the Finance Division will process such requests within a reasonable amount of time.

5. **Disbursements.** All disbursements from the Department to the City under this Agreement shall be for obligations incurred after the Effective Date in the performance of this Agreement and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

6. **Cancellation clause:**

A clause addressing a termination for cause and convenience is included specifically herein. The following provisions apply to termination under this agreement, whether termination by the Department or by the City. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

A. Termination for Convenience. Either party may terminate this Agreement on thirty (30) days written notice. Expenses incurred up to the effective date of termination will be paid.

B. Termination for Cause. If, through any cause, the City shall fail to fulfill in a timely manner its obligations under this agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation is not corrected within ninety (90) days after such notice is given by the Department to the City, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the City of such termination or suspension and specifying the effective date thereof.

Notwithstanding the above, the City shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of

the Agreement by the City and the Department may withhold any payments to the City for the purpose of setoff until such time as the exact amount of damages due the Department from the City is determined.

7. **Funding Out Provision:** In the event funds are not available to the Department from appropriated funds, or other sources, to make any payments due during the term of this Agreement, the Department shall have the option to terminate this Agreement. In the event the Department exercises its option to terminate given under this paragraph, there shall be no obligation on the Department to pay any further payments due hereunder and this Agreement shall become null and void upon the mailing of the notice of termination. No right of action or damage shall therefore accrue to the benefit of the City, its successors or assigns for further payments.
  
8. **Description of Project:** The abandoned mine property located on Sicard Hollow Road in Vestavia Hills has been made into a community recreational space for the general public through City funds and reclamation previously completed by the Alabama AML program. The proposed project would provide additional assistance to continue improvements to the park in a way that would promote private investment around the site. The proposed improvements will include the addition of a turn lane into the park, expanded and improved parking, addition of an amphitheater, installation of another pavilion, public Wi-Fi, and the addition of a multi-purpose athletic court. These improvements will broaden the types of events which may be held at the park, increase capacity for attendance, and alleviate traffic concerns. The Project is anticipated to provide significant direct and indirect job creation. A more detailed description of the Project can be found in the 2017 AML Pilot Program Project Request Form.
  
9. **Reports and Timeline for Project:**

Prior to beginning construction of the project, the City shall provide AML with the design plans (paper and digital) for the Project. During the pendency of the Project, any time the design plans are materially revised, the City shall timely provide the revised design plans (paper and digital) to AML. In order to ensure that the grant funds are expended in a timely manner, the City agrees to comply with the following timeline:

The City agrees to start the Project by October 1, 2018.

At least 50% of the grant funds for the Project shall be expended by September 30, 2019.

At least 85% of the grant funds for the Project shall be expended by June 30, 2020.

100% of the grant funds for the Project shall be expended by December 31, 2020.

If the above timeline for expending the grant funds is not met by the City, the Department reserves the right at its discretion to cancel this Agreement and direct the remaining grant funds elsewhere.

During the pendency of the Project, the City shall submit, on a monthly basis, a written Project status report to AML. The report shall include a financial report prepared while design and/or construction activities are ongoing. In addition, the report shall cover progress to date, any problems encountered and actions taken and any anticipated activity expected during the next month. A "Request for Payment" with an itemization of eligible Project costs attached shall accompany monthly reports. An authorized representative of the City shall sign the Request for Payment forms. Payments will be issued based on the amount of work completed, or materials purchased and stored, at the time the request is made. Payments will not be made for work not yet completed, or materials not yet delivered.

The City shall provide a final report detailing activities and deliverables completed during the Project. The final report is due 30 days after the end of the Project.

The City and all its subcontractors shall maintain records in accordance with 30 C.F.R. § 886.24, which is incorporated into this Agreement by reference.

The City agrees to comply with all reasonable requests for audit, which may include, but shall not be limited to, an audit performed in accordance with the audit requirements found in the Code of Federal Regulations (CFR) Part 200, Subpart F, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." A copy of any such audit shall be provided to the Department within 30 days after completion of the audit, but no later than nine months after the end of the audit period.

The City shall retain all records relating to the Project for three years after completion of the Project.

The City shall cooperate fully with the Department in order to facilitate the obligations set out in this Agreement, including but not limited to, allowing the Department to inspect all records pertaining to the Project at any time after reasonable notice.

**10. No State Merit System Benefits.** It is understood by the Parties that the City is an independent contractor with respect to the Department, and is not a merit system employee of the Department. The Department will not provide fringe benefits, including health insurance benefits, paid vacation, or other employee benefits for the benefit of the City. It is agreed that the City is not subject to the control of the Department in the performance of its duties and is not entitled to the benefits of the State Personnel System or the State Merit System laws.

**11. Costs and Expenses.** The City agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated in this Agreement, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement.

- 12. Assignment.** Absent the consent of the Department, which shall not be withheld unreasonably, this Agreement is not assignable, except that the City shall have the right at any time to transfer and assign all of its rights and obligations in and to the Project and to assign this Agreement or any part thereof to any financially solvent affiliate of the City or Related City that agrees to assume the assigned obligations of the City in and to the Project; and if so assigned, the City shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the Department, to be expressed in writing and signed by an authorized representative of the Department, which consent shall not be unreasonably withheld.
- 13. Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.
- 14. Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties in this Agreement shall survive the performance of any obligations to which such representations, warranties, and covenants relate.
- 15. Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event that any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained. In such instance, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

**16. Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

**17. Notices.** All notices required by or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

**To the Department:**

Secretary of the Alabama Department of Labor  
649 Monroe Street  
Montgomery, Alabama 36131

With a copy to:

Abandoned Mine Land Reclamation Office  
Attn: Chuck Williams, Supervisor  
4351 Crescent Road  
Irondale, Alabama 35210

And a copy to:

Joseph Ammons  
Alabama Department of Labor – Legal Division  
649 Monroe Street, Room 1801  
Montgomery, Alabama 36131

**To the City:**

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

or to such other address as the receiving Party has most recently forwarded to the sending Party pursuant to the provisions of this Section.

**18. Indemnification.** To the fullest extent permitted by law, the City shall indemnify and hold harmless the Department, its officers, agents, employees and

representatives, from and against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for, or on account of any claims, suits or damages of any character whatsoever which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the City in connection with the Project.

**19. Amendment.** This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

**20. Dispute Resolution.** For any and all disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Without waiving sovereign immunity, the Parties agree that any dispute between the Parties for which judicial resolution in the State or Federal court system is appropriate shall be resolved in the courts of the State or Federal courts located within the State. All claims against the Department shall be resolved before the Alabama Board of Adjustment as provided in Code of Alabama §§ 41-9-60, et seq. The City's sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustments for the State of Alabama pursuant to §41-9-60 et seq., Code of Alabama 1975.

**21. Disclaimer**

The Department specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from the Department whether by contract, grant, loan, or by any other means.

No recipient, subrecipient, contractor or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than



an actual employee of the Department, shall be considered an agent or employee of the State of Alabama or the Department or any division thereof. The State of Alabama, Department, and their agents and employees assume no liability to any recipient, subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the act or omissions of any recipient, subrecipient, contractor or agency, or any other person.

**22. Sovereign Immunity.** The Parties to this Agreement recognize and acknowledge that the Department is an instrumentality of the State, and as such is immune from suit pursuant to Article I, Section 14, Constitution of Alabama, 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by the Department of such constitutional immunity. Notwithstanding anything to the contrary in this agreement, the Department does not waive sovereign immunity and expressly reserves sovereign immunity as a defense to any and all claims against the Department.

**23. Confidentiality.** All Parties to this Agreement acknowledge and agree that any and all information contained in this Agreement, and/or any related agreement, exhibit, schedule or other writing in whatsoever way related to the Project (collectively, the "Project Information") which is considered to be a Trade Secret under the Trade Secrets Act, shall be withheld from disclosure to the maximum extent provided by law.

Specifically, and without limiting the foregoing, the Department shall provide to the City, within ten (10) business days of receipt of any public records request for documents relating to Project Information, written notice of such public records request and shall indicate in such notice whether or not it intends to provide any Project Information in response to the public records request. If the Department indicates that it does intend to provide any Project Information in response to such

public records request, the Department shall (i) first give the City thirty (30) days within which to seek a judicial injunction or restraining order before delivering such documents, (ii) provide to the City the Project Information it intends to provide, (iii) delete or otherwise redact from the Project Information any Trade Secrets identified in writing by the City before providing such Project Information, and (iv) provide to the City a copy of any material subsequently disclosed to a third party.

The provisions of this Section shall survive the termination or expiration of this Agreement.

- 24. Boycott / Open Trade.** In compliance with Code of Alabama §41-16-5, the City hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this State can enjoy open trade.
- 25. Compliance with Federal, State, and Local Laws.** In addition to the provisions provided herein, the City shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including but not limited to, the Alabama Competitive Bid Law (§31-13-1, et seq., Code of Alabama 1975), the Alabama Public Works Law (§39-1-1, et seq., Code of Alabama 1975), the Open Trade Law (§41-16-5, et seq., Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§36-25a-1, et seq., Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-1, et seq., Code of Alabama 1975). For the avoidance of doubt, the City shall not be required to comply with any of the foregoing laws, ordinances, codes and regulations to the extent they do not apply to a non-governmental actor such as the City and this paragraph shall not be construed as a waiver of any defense the City may have that such laws, ordinances, codes and regulations are not applicable to it. Further, it certifies that performance under this agreement shall be in compliance with all

other Alabama Department of Labor requirements.

**26. Nondiscrimination Assurances.** During the performance of this contract, the City agrees as follows:

(i) As a condition to the Department's award of financial assistance from the U.S. Department of Labor under Title I of WIOA, the City assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the agreement:

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The City also assures that in working with the Department, a recipient of WIOA Title I financial assistance, that it will comply with 29 CFR part 38 and all other regulations implementing the nondiscrimination laws listed above. This assurance applies to the Department's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Department

makes to carry out the WIOA Title I-financially assisted program or activity. The City understands that the United States has the right to seek judicial enforcement of this assurance.

- (iii) Further, as applicable, it will comply with WIOA Section 188(a) regarding equitable service in WIOA Title I programs and activities.
- Comply with Americans with Disabilities Act of 1990, Title II Subtitle A.; and
  - Comply with the OSHA work place requirements.

*[Signature page follows]*

**WHEREFORE**, the Parties to this Agreement, intending to be legally bound by the provisions set forth in this Agreement, have caused this Agreement to be signed and delivered by their duly authorized representatives.

**CITY OF VESTAVIA HILLS**

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

Date: \_\_\_\_\_

**ALABAMA DEPARTMENT OF LABOR**

By: \_\_\_\_\_  
Fitzgerald Washington, Secretary

Date: \_\_\_\_\_

**PATRICK H. BOONE**  
ATTORNEY AND COUNSELOR AT LAW  
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705  
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH  
BIRMINGHAM, ALABAMA 35203-3720  
  
TELEPHONE (205) 324-2018  
FACSIMILE (205) 324-2295

E-Mail [patrickboone@bellsouth.net](mailto:patrickboone@bellsouth.net)

September 20, 2018

By Regular Mail and Electronic Mail

City Manager Jeffrey D. Downes  
Vestavia Hills Municipal Center  
P. O. Box 660854  
Vestavia Hills, Alabama 35266-0854

In Re: Proposed Agreement Between the State of Alabama Department of Labor and the City of Vestavia Hills, Alabama

Dear Mr. Downes:

On September 18, 2018, you sent to me via electronic a proposed Agreement by and between the State of Alabama Department of Labor (the "Department") and the City of Vestavia Hills, Alabama ("City") regarding a grant for the improvement of Sicard Hollow Park ("Agreement"). You requested that I review the Agreement and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

## **I. FACTS**

In 2017, the City submitted an Abandoned Mine Land Reclamation Economic Development ("AML") Pilot Grant Application for the improvement of Sicard Hollow Park. The Department recommended approval of the application in the amount of \$750,000.00. The proposed improvements will include:

- A. The addition of a turn lane into the park.
- B. Expanded and improved parking.
- C. Addition of an amphitheater.
- D. Installation of another pavilion.
- E. Public Wi-Fi.
- F. The addition of a multipurpose athletic court.

September 20, 2018  
Page 2

The proposed Agreement sets forth the terms, provisions and conditions of the Agreement between the Department and City regarding the Sicard Hollow Park project.

Section 4(a) of the proposed Agreement on page 5 provides that the City shall commence work on the project site within one hundred eighty (180) days of the effective date of the Agreement. In Section 9 on page 9, the Agreement provides that the City shall start the project by October 1, 2018.

Section 18 of the proposed Agreement on pages 12 and 13 reads as follows:

**“18. Indemnification.** To the fullest extent permitted by law, the City shall indemnify and hold harmless the Department, its officers, agents, employees and representatives, from and against liability, claims, damages, losses, costs and expenses, including but not limited to attorney’s fees, for, or on account of any claims, suits or damages of any character whatsoever which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the City in connection with the Project.”

## II. ALABAMA LAW

Under Article I, Section 14 of the *Constitution of Alabama of 1901* (absolute immunity), the State of Alabama and its agencies are exempt from suit in any court. Article I, Section 14 reads as follows:

“Sec. 14. State not be made defendant.

That the State of Alabama shall never be made a defendant in any court of law or equity.”

The Supreme Court of Alabama has held that Article I, Section 14, *Alabama Constitution of 1901*, is the basis for the sovereign immunity. Under this provision, the state and its agencies have absolute immunity from suit in any court. *Phillips v. Thomas*, 555 So.2d 81 (1989) and *Barnes v. Dale*, 530 So.2d 770 (1988).

Title 25-2-1, *Code of Alabama, 1975*, provides that the Department of Labor of the State of Alabama shall be an executive and administrative department of the state. Therefore, the Department has sovereign immunity.



### III. MY RECOMMENDATIONS

A. **CONTRACT DOCUMENTS:** Recently, the City amended certain AIA Construction Contract documents to be used for public works projects in the future. I recommend that the following five documents be included in the Bid Specifications and used for the contract documents when the City accepts the lowest and most responsible bid and enters into a contract with that General Contractor:

1. Contract.
2. General Conditions.
3. Performance Bond.
4. Payment Bond.
5. First Addendum.

I want to point out that the First Addendum requires the General Contractor to name the City and its employees and public officials as additional insureds on its general comprehensive liability insurance policy.

I want to further point out that Section 3.1(a) of the General Conditions requires the Contractor to indemnify the City and its agents and employees for damages caused as a result of the Contractor's performance of the work.

B. **INDEMNITY:** The City has entered into similar agreements with ALDOT. Those agreements require the City to indemnify ALDOT. The City has always added an Addendum to require the Contractor to assume the obligations, responsibilities and liabilities for those indemnification agreements.

I recommend that the City require the execution and delivery of a Second Addendum to the Construction Contract to cover that. I will prepare that short Second Addendum if the City Council approves the Agreement.

C. **LAWSUITS:** I recommend that the City advise potential bidders at the Pre-Bid Conference that several lawsuits have been filed as the result of past work done by the City and the Vestavia Hills Board of Education in the Liberty Park area. The Second Addendum should also require that bidders provide coverages in their insurance policies to cover sedimentation and erosion claims of that nature.

D. **CONTRACTORS AND SUBCONTRACTORS:** Section 4(g) of the proposed Agreement on page 6 requires the City to provide the names of all contractors and subcontractors who will or may work on the project so that the Department may conduct an Office of Surface Mining Reclamation and Enforce (OSMRE) Applicant Violator System (AVS) review.

**IV. CONCLUSION**

From a legal standpoint, I recommend the approval, execution and delivery of the Agreement provided the above recommendations are implemented.

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

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is written in a cursive style with a long horizontal flourish at the end.

Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

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

**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

**Form Completed By:** Melissa N. Hipp

**Primary ADOL AML Project Contact:** Jeffrey Downes, City Manager

**AML Pilot Project Name:** Sicard Hollow Road AML Reclamation Pilot Project

**Problem Area Number and Name:** >>> (previously reclaimed)

**Project Number(s):** TBD

**Municipality:** Vestavia Hills

**County:** Jefferson

**Primary Project Partner(s):** City of Vestavia Hills

**Project Description:**

The abandoned mine property located at Sicard Hollow Road in Vestavia Hills, Alabama has been made into recreational space by the City of Vestavia Hills. As such, its value towards revenue generation is in the ability to attract visitors, businesses, and residents to the park amenity. Prior to AML program assistance in 2013, the City had developed soccer facilities there and named the site the Sicard Hollow Athletic Complex. With the assistance received, the City was able to add some passive recreational features to the park, which now includes trails, a playground, a splash pad, and a pavilion. Additional assistance is sought to continue improvements to the park in a way that would promote private investment in the area surrounding the site. Improvements proposed for the SHAC site include 1) addition of a turn lane into the park, 2) expanded and improved parking, 3) addition of an amphitheater 4) installation of a second pavilion, 5) public wi-fi access, and 6) addition of a multi-purpose athletic court . These improvements will broaden the types of events which may be held at the park, increase capacity for attendance, and alleviate traffic concerns related to park events. Please see Exhibits A and B for project budget and further description.

While there has been some interest expressed by private investors, most of the growth thus far has been in residential rather than commercial development. It is hoped that as the SHAC is increasingly viewed by the public as a park destination and a venue, that private investors will respond by locating restaurant, retail and lodging in the area. The City also hopes to attract multiple corporate headquarters there.

**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM  
Proposed 2017 AML Pilot Program Project Request Form**

**Total Estimated Project Cost:** \$1,000,000

**OSMRE AML Pilot Program Guidelines Category?** (A, B, or Both A and B)

A (Reclamation with Development)

**Proposed AML Pilot Funding Amount:** \$1,000,000

**Eligible for Title IV AML Funds or AMD Set-Aside Funds?** (Y or N) Yes

**If Yes: Why fund this as a Pilot Program project versus just a straight AML or AMD funded project?** Title IV only as the main purpose will be to continue with economic and community development by making improvements to an already reclaimed abandoned mine site. The quality of life improvements to be made by the City are intended to draw commercial investments which will be accompanied by sidewalks and other infrastructure improvements and improved access to amenities.

**Is there any ongoing O&M funding requirement?** (Y or N) No

**If Yes: What is the estimated annual O&M cost and source of that funding?**

**For projects needing funding from the AMD Set-Aside Fund for construction or ongoing O&M, identify the watershed the site is located in and whether the site is located in an approved QHU or not?** N/A

Other Project Funding Source(s) Including Title IV and/or AMD Set-Aside (Amount and Status):

AML PILOT- SHAC PH III Proposed Project Funding and Leveraging				
Investment	AML Funds (Title IV)	Local/Other Non-Federal Funds	Non-AML Federal Funds	Amount
<u>SHAC Phase III</u>	\$360,000			\$360,000
1) addition of a right turn lane into the SHAC park				
2) expanded and improved parking (100 additional spots)	\$95,000			\$95,000
3) addition of an amphitheater (300 persons, covered stage)	\$300,000			\$300,000
4) installation of a second pavilion (50 persons)	\$50,000			\$50,000
5) public wi-fi access	\$75,000			\$75,000
6) addition of a multi-purpose athletic court	\$120,000			\$120,000
Pedestrian tunnel (Separate project- Federal TAP project to connect SHAC with Liberty Park Sports Complex) non-allowed expenses not included in local share – preliminary engineering. (Local share is \$94,742)		\$50,000	\$378,966	\$525,000
Proposed Community Spaces Plan investments in the adjacent Liberty Park Sports Complex (located directly across from the SHAC, on the west side of Sicard Hollow Rd)		\$50,000		\$500,000
<b>TOTAL Current Proposed Investments in Reclamation Area</b>	<b>\$1,000,000</b>	<b>\$100,000</b>		

**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

This project also builds on the following prior investments in the area of the project location:

- a. \$750,000 (2013) Abandoned Mine Reclamation funding that allowed for Phase II recreational development at Sicard Hollow Athletic Complex. The Alabama Dept. of Labor's AML project to backfill "high walls" and other holes made the property ready for the City of Vestavia Hills to construct trails, a playground, a pavilion, and a splash pad.
- b. \$1,289,633 (summer 2017) SHAC Phase II (completed) improvements performed by the City following the AML project. Phase II of the master plan included trails, a playground, splash pad, and a pavilion. Of the \$1.29 M cost for Phase II, the City's investment was \$599,000 and the remaining \$690,633 was from private donations through the Vestavia Hills Parks and Recreation Foundation. (Exhibits C and D)

**Will the Project be an In-house Project Design or Pass-Through Grant?** No. The Alabama Dept. of Labor is the grantee/applicant, and The City of Vestavia Hills will as "contractor" be the beneficiary of the Alabama AML Program under this proposal. Vendors hired by the City of Vestavia Hills to perform the work will be regarded as subcontractors for the project.

**Anticipated Project Start and Completion Date:**

Design phase of the project to begin immediately upon funding availability; construction anticipated to begin within six months of design completion. Each of the components are expected to have a construction period of three to six months. If funds are awarded summer of 2018, then project completion may be anticipated by spring/summer of 2021.

**Current Project Status:** Proposed project activities (all located at the Sicard Hollow Athletic Complex) are in the planning stages and have not yet been designed:

- Right turn lane entry to the SHAC
- Amphitheater for 300 and covered stage
- Pavilion for 50 persons
- Parking improvements with 100 additional spots
- Public wi-fi access
- Multi-purpose athletic court

**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

**Summary of any Significant Project Issues:** None known to date, except for requirements to coordinate the turn lane improvements with Jefferson County Roads and Transportation.

**How likely are the project partners to complete any work required beyond the reclamation / AMD Abatement project work?** The City of Vestavia Hills is committed to pursuing viable economic development opportunities in the location of the project. Preliminary conversations have been had with multiple private developers interested in locating complementary projects such as hotels and restaurants in the area. Further development of transportation amenities and other features of the Sicard Hollow Athletic Complex) SHAC is expected to promote willingness of the private partners to continue to invest in the area. See Exhibit F for a map and summary of potential commercial investments being considered.

Presently the City Council is in the process of approving the scope of its Community Spaces Program, which is a comprehensive plan for improving the recreational and “community” spaces of Vestavia Hills. Included in the proposed project scope are a number of improvements at the Liberty Park Sports Complex which is across the road from and soon to be connected by a tunnel to SHAC.

**Project Proposed End Use for Economic Revitalization and/or Community Development:**

The productive value of the SHAC property towards revenue generation is in the ability to attract visitors, businesses, and residents to the park amenity. The proposed improvements will enable the City to incorporate entertainment events at the SHAC, will add to the parking capacity for events held there, and will alleviate area concerns related to traffic during events. These factors will promote the SHAC as venue, and this is anticipated to create a demand for restaurant, retail, and hotel amenities.

**Long-Term Benefits to the Local Economy and/or Community Revitalization/Development (Refer to the OSMRE AML Pilot Program Guidance Section III. ‘Economic and Community Development Nexus’ for example metrics for the benefits):**

1,000+ Jobs created (based on current interest expressed in this location; see Exhibit F)  
 110+ (8-10 new anticipated plus 100+ existing) Businesses created, served, or improved  
 LF of Infrastructure – turn lane to assist 3K weekly visitors to leave main stream of traffic to enter park  
 Increased/enhanced infrastructure system capacity of 100 parking spaces and Wi-Fi access  
 Communities served or improved (see Exhibit G)  
 1600 current plus 1400 future (over next 15 years) Households served or improved (see Exhibit G)  
 3,000 estimated visitors/week served. This estimate is based off the current estimated volume of visits. We anticipate the proposed improvements will increase this figure.

**EXHIBITS**

- A. Project Budget
- B. Conceptual Drawings and Descriptions
- C. VHPRF Video featuring the SHAC
- D. SHAC Master Plan (Revised March 2015)
- E. Community Spaces Plan
- F. SHAC Surrounding Area Commercial Potential
- G. Communities Served by the SHAC



**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

**EXHIBIT A**

Project Budget:

Component	Design	Construction	Total
Turn Lane	\$60,000	\$300,000	\$360,000
Parking Improvements	\$20,000	\$75,000	\$95,000
Amphitheater	\$50,000	\$250,000	\$300,000
Pavilion	Prefab	\$50,000	\$50,000
Broadband/Wi-Fi	\$0		\$75,000
Multi-Purpose Athletic Court	\$20,000	\$100,000	\$120,000
		<b>Project total</b>	<b>\$1,000,000</b>



**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

**EXHIBIT B**

Descriptions and Conceptual Drawings (Sicard Hollow Road IV)

I. Turn Lane

Presently an estimated 3,000 visitors per week travel the two-lane Sicard Hollow Road to reach the Sicard Hollow Athletic Complex, with others traveling the same to reach the Liberty Park Sports Complex, which is across the road. Sicard Hollow Road connects Cahaba Heights and the commercial areas of The Summit and the Colonnade to Grants Mill Road and US 119. Addition of a turn lane into the park will not only facilitate easier access for visitors to the park, but it will also help park traffic to clear the road more quickly; this will be important for traffic flow as the volume of commercial traffic increases.

II. Parking Improvements

Currently at the SHAC there are approximately 270 paved marked plus an unmarked graveled lot with space for around 180-200 vehicles. Ground for almost 100 additional spaces has been set aside in the 2015 revised concept for the master plan, and those spaces will be needed as the amphitheater is built. Although the graveled lot should be enough for the present parking needs, it becomes insufficient due to random parking, and there is no effective traffic flow. Reconfiguring and expanding these parking lots with use of environmentally friendly low-impact designs will accommodate the long-term viability of parking access at the SHAC.

III. Amphitheater

An amphitheater has long been a desire of the Vestavia Hills community, and the SHAC is an ideal location for a small amphitheater that could serve park events and be a venue in the community. The proposed amphitheater would have a capacity of around 300 persons, be ADA accessible, and would have a low-impact design consistent with maximizing green space. The amphitheater seating would open to face a covered stage. The residents and businesses of Vestavia Hills have already proven highly supportive of movies-in-the-park and live music at community events. As new residents and businesses move into the area surrounding the SHAC, the amphitheater would provide a great opportunity for them to connect to the culture of the community and to their neighbors who are drawn to the events there.

IV. Pavilion

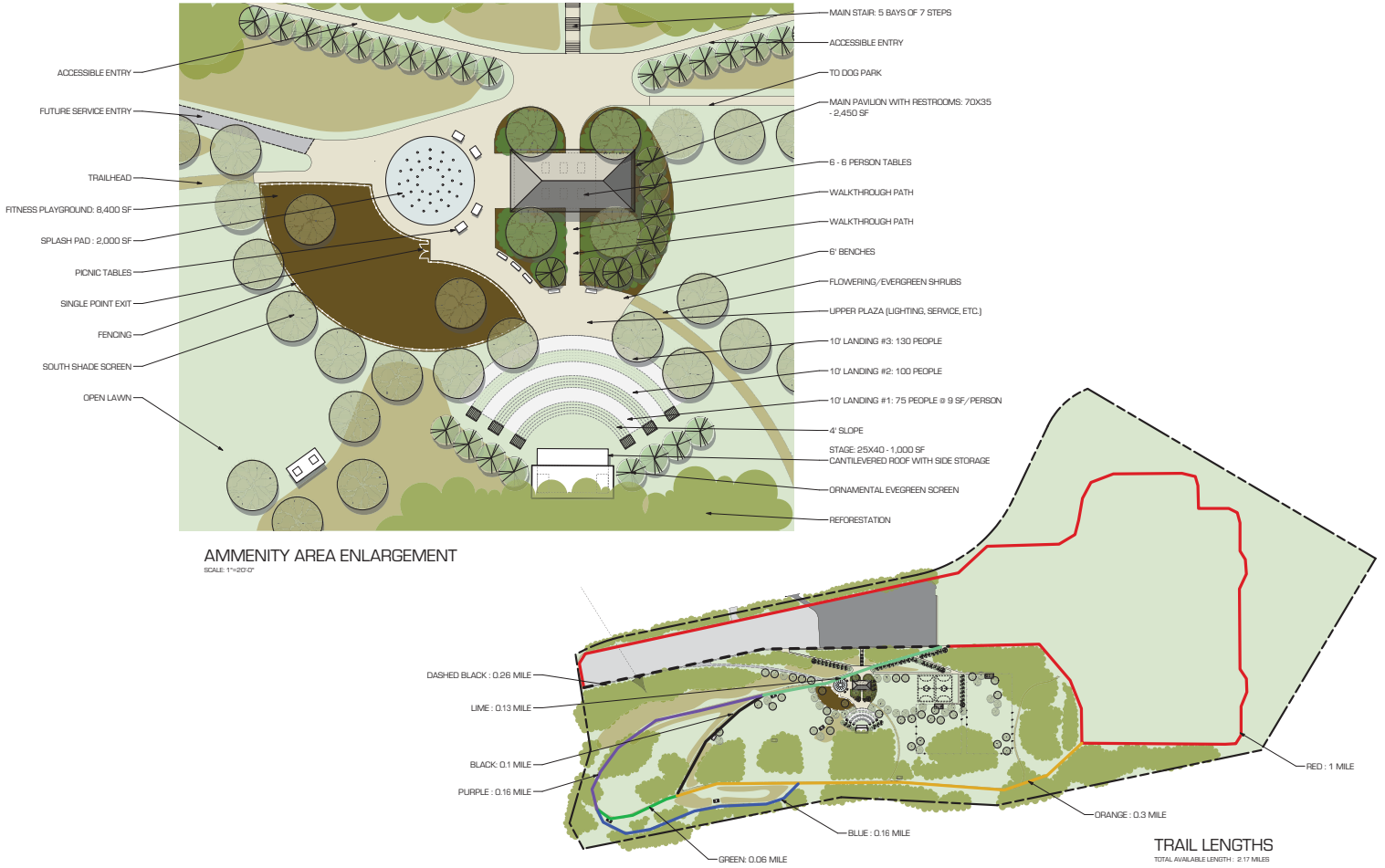
The need for a second and larger pavilion at the SHAC has become apparent as the City has received many requests for the pavilion recently installed as part of SHAC Phase II. The City would like to install a prefabricated shelter that can accommodate approximately 50 persons.

V. Wi-Fi

As the City asked for feedback about what improvements are needed at its recreational facilities, a resounding theme was the need for Wi-Fi at the parks. The City has suitable spaces for three corporate headquarters in addition to several other commercial sites (see Exhibit F), and the ability to stay connected while watching soccer practice or participating in other recreational opportunities could serve as a factor for the potential businesses seeking to locate where they can find high quality of life for their families, their employees, and themselves. AML assistance is needed to put in infrastructure to make wi-fi available, and the City will provide continued service.

VI. Multi-Purpose Athletic Court

Recent studies of the utilization of the City's athletic fields have shown that there is a deficit of rectangular fields relative to the demand. The City would like to add a multi-purpose athletic court that could serve the soccer, lacrosse, fusbol, and other sports requiring a rectangular playing surface. The additional court would be particularly helpful as participants in the increasingly popular fusbol are presently challenged to find locations to play.



MARCH 5, 2015

**SICARD HOLLOW ATHLETIC COMPLEX MASTER PLAN**  
**REVISED CONCEPT**



**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

EXHIBIT C

VHPRF Video Featuring the Sicard Hollow Athletic Complex



DVD attached. You may also watch this video at <http://vhprf.org/capital-campaign/>.

**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

EXHIBIT D



MARCH 3, 2015

# SICARD HOLLOW ATHLETIC COMPLEX MASTER PLAN

REVISED CONCEPT







**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM  
Proposed 2017 AML Pilot Program Project Request Form**

**EXHIBIT E**

**Community Spaces Plan**

The Community Spaces Plan which has been proposed by the program manager and is currently under consideration includes improvements to the Liberty Park Sports Complex (LPSC), which is in the immediate vicinity of the reclaimed area, directly across from the Sicard Hollow Athletic Complex (SHAC) which is the subject of this proposal. This proposal expresses the LPSC improvements as well as the pedestrian tunnel connecting LPSC with the SHAC as leverage to the AML economic development pilot program proposal.



The current proposal for the LPSC under the Community Spaces Plan includes \$2,538,401 of improvements which would include a Miracle Field, playground, dog park, renovated concession stands, reconfigured ball fields, and parking and drainage improvements. The SHAC PH III Proposed Project Funding and Leveraging table (page 3 of application) represents leveraged funds of \$50,000 as it is unknown how much of the \$2.5M will be funded directly by the City. The improvements are projected to be completed by late summer of 2020.



LIBERTY PARK – TCU PROPOSED PLAN

VESTAVIA HILLS - A LIFE ABOVE COMMUNITY SPACES PLAN		BUDGET SUMMARY UPDATED (1.11.18)
TCU PROPOSED PLAN		LIBERTY PARK
\$41,232,757		\$2,538,401
<b>SITework</b>		
DEMOLITION		\$30,000
EARTHWORK		\$373,925
STORM DRAINAGE		\$30,000
EROSION AND SEDIMENT CONTROL		\$8,000
PAVING - PARKING - SIDEWALK - AMPITHEATER		\$8,000
LANDSCAPING AND IRRIGATION		\$80,000
UTILITIES		\$40,000
GREEN SPACE & ADDITIONAL INFRASTRUCTURE		
SUBTOTAL - SITE PREP & PREMIER GREEN SPACE		\$569,925
<b>BALLFIELDS &amp; CONCESSION STANDS</b>		
BALLFIELDS (MIRACLE FIELD)		\$417,300
BALLFIELDS (LARGE) #4		\$195,300
BALLFIELDS (SMALL) #3		
BALLFIELDS (SMALL) #2		
BALLFIELDS (SMALL) EXCHANGE		
BALLFIELDS ADDITIONAL ITEMS		\$25,000
BATTING CAGE, CONCESSION STAND & MISC.		\$402,000
SUB TOTAL - BALL FIELDS / CONCESSION STANDS		\$1,039,600
PLAYGROUND ITEMS & MISC.		\$439,280
TENNIS COURTS, CLUBHOUSE, FENCING / NETS		
<b>SWIMMING POOL AND SWIM HOUSE</b>		
SWIMMING POOL AND SWIM HOUSE		
SWIMMING POOL AND SWIM HOUSE ADDITIONAL INFRASTRUCTURE		
POOL TOTAL with OPTIONS		
COMMUNITY BUILDING RENOVATION TOTAL		
<b>TOTAL CONSTRUCTION COSTS</b>		<b>\$2,048,805</b>
Land Surveying		\$15,000
Final Geotechnical Investigation		\$5,000
Design Consultants - Arch, CIVIL, Mech, Elec, Plumb, Landscape, PM		\$208,100
Construction Materials Testing and Insp.		\$30,732
PROGRAM COSTS		\$258,832
CONSTRUCTION & PROGRAM COSTS		\$2,307,637
PROGRAM CONTINGENCY @ 10%		\$230,764
TCU PROPOSED PLAN		\$2,538,401
\$41,232,757		



**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM  
Proposed 2017 AML Pilot Program Project Request Form**

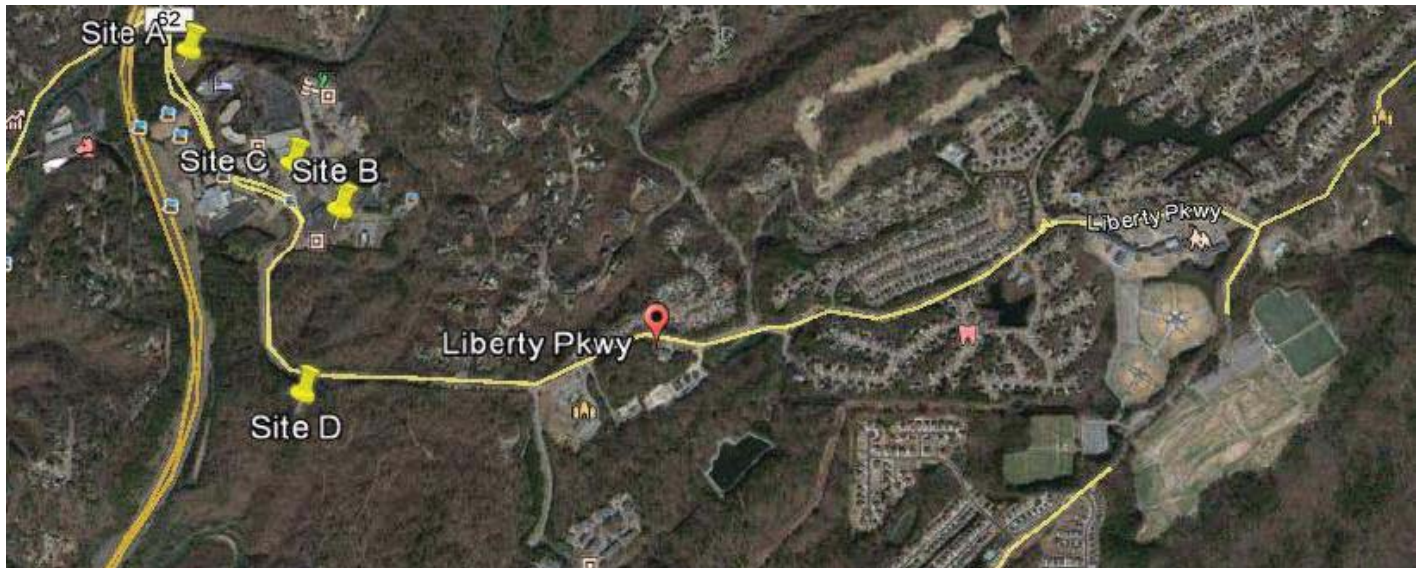
EXHIBIT F

SHAC Surrounding Area Commercial Potential

Drummond Company recently unveiled its plans to develop 700 acres into residential lots including a village concept at Liberty Park, and over the next fifteen years there will be two new neighborhoods of a total 1600 new residences. Complementing that, the City has been in conversation with several investors considering locating businesses in the area. The jobs creation summary below includes one corporate headquarters, but it is worth noting that Vestavia Hills has three suitable headquarters sites at Liberty Park. HealthSouth recently located its headquarters at Liberty Park within Birmingham’s jurisdiction, and this serves as an example of how attracting businesses to the location benefits not only Vestavia Hills, but other local governments. A description of surrounding communities is provided in Exhibit G.

Jobs Created (Estimate)	Business Description	Status
750	Corporate HQ, 50k sq ft	Interest
55	Grocer Retail Anchor 60k sq ft, \$24M ann sales	Interest
20	Drug Store 5k sq ft, \$2M ann sales	Interest
25	Sports Bar 2k sq ft, \$1.5M ann sales	Interest
20	Senior Living Facility	Interest
15	Convenience Store, 2k sq ft \$850K ann sales	Interest
25	Restaurant TBD	Targeting
200	Hotel TBD	Targeting
15	Retail TBD	Targeting
<b>1125</b>	<b>Estimated Jobs Created</b>	

Sites A-D are locations on the map below are sites being considered for the potential new businesses described in the table above.





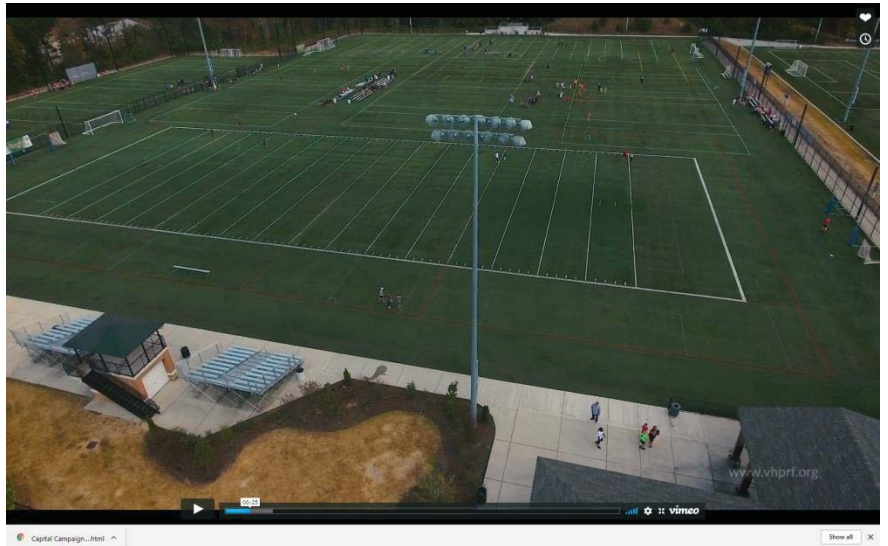


**ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM**  
**Proposed 2017 AML Pilot Program Project Request Form**

**EXHIBIT G**



**Communities Served by the SHAC**

The Sicard Hollow Athletic Complex (SHAC) is a public recreational facility of the City of Vestavia Hills, Alabama. The SHAC is nationally recognized and has hosted tournaments with teams visiting from across the southeast. The SHAC is also the practice location for the regions semi-professional soccer team, the Birmingham Hammers. Recent events including new residential and commercial developments and the completion of Phase II of the park have increased its utilization and expanded the scope of the community it serves, as described below.



The SHAC is situated on Sicard Hollow Road in Jefferson County, Alabama across from the Liberty Park Sports Complex and the Liberty Park community of Vestavia Hills. Liberty Park, which is located near I-459 and US 280, has been developed over legacy mine property owned by the Drummond Corporation. The area annexed into the City of Vestavia Hills in 1992 (some parcels are within Birmingham's municipal jurisdiction), and the Sicard Hollow Athletic Complex (SHAC) was constructed in 2009 (Phase I) to provide multi-purpose fields for the City of Vestavia Hills recreational programs. While the SHAC is most proximal to the Liberty Park community, residents from all parts of Vestavia Hills and visiting teams have traveled there to use its multi-purpose fields and it is a nationally recognized complex that hosts regional tournaments. In 2013, assistance from the Abandoned Mine Land program made it possible to construct Phase II of the park so that as of 2017 it now features trails, a splash pad, playground, and a pavilion. These have given the park more regional draw, and it has an estimated 3,000 visitors each week.

In addition to the community served by the athletic facilities (Vestavia Hills, Birmingham area, and the US Southeast), there is the community served by the passive recreational features of the park. Liberty Park, which is part of Vestavia Hills, is most proximal to the SHAC. Currently there are 1600 existing residences plus 1400 that will be constructed over the next fifteen years. As a passive recreational destination, the SHAC may also be anticipated to serve the residents of Cahaba Heights (pop. 5,500), Patchwork Farms (1,000 multi-family units within one mile), and Altadena Valley (29 residences), each of which is a 12-17 minute driving distance from the SHAC. As a public park, the SHAC also serves any others in the Birmingham area who wish to travel to its splash pad, trails, amphitheater events, or other features.

<p><b>NEW 700-ACRE PLAN</b></p>	<p><b>NEW LAKE NEIGHBORHOOD</b></p>	<p><b>NEW HOMETOWN HOMEBUILDER</b></p>	 <p><i>liberty park</i> New Homes from High \$300s to High \$600s+ MODELS NOW OPEN (205) 945-6401   libertypark.com</p>
<p><b>TOWN VILLAGE</b> <i>Live, Work, &amp; Play</i></p>	<p><b>THE OVERLOOK</b> New homes from the low \$400s to the \$700s.</p>	 <p><b>DRUMMOND BUILT HOMES</b> <i>at liberty park</i></p>	
<p>NEW HOMES • HIGHLY RATED VESTAVIA HILLS SCHOOLS • SWIM CENTER • TENNIS CENTER • PARKS • PLAYGROUNDS • WALKING TRAILS</p>			
<p>All information and depictions herein believed accurate but not warranted or guaranteed and subject to change without notice. All information should be independently verified. Liberty Park Joint Venture, LLP, Liberty Park Properties, Drummond Built Homes, LLC and their respective builders, employees and agents are not responsible for errors or omissions. All rights reserved.</p>			

SHACCM, AML Grant reduced to \$750k (first pr required 6/27/2018)

**THIS HAS NOT BEEN REVIEWED BY PUBLIC SERVICES**

FISCAL YEAR BUDGETED	GRANT BUDGET		2018		2019		2020		2018		2019		2020		2018		2019		2020		TOTAL BUDGET
	PE/STUDY	DESIGN	DESIGN	DESIGN	EQUIPMENT	EQUIPMENT	EQUIPMENT	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CE&I	CE&I	CE&I	ADMIN/PROG (inc indices mng)	ADMIN/PROG (inc indices mng)	ADMIN/PROG (inc indices mng)	ADMIN/PROG (inc indices mng)	ADMIN/PROG (inc indices mng)	ADMIN/PROG (inc indices mng)		
**Revised with hidden cells**																					
Li Addition of Right Turn Lane	\$350,000	\$50,000	\$35,000	\$5,000	\$0	\$5,000	\$0	\$0	\$171,500	\$28,500	\$73,500	\$24,500	\$10,500	\$10,500	\$0	\$24,500	\$10,500	\$10,500	\$0	\$350,000	
Parking Improvements	\$50,000	\$0	\$5,000	\$0	\$0	\$5,000	\$0	\$0	\$28,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	
Amphitheater	\$175,000	\$0	\$8,750	\$0	\$0	\$19,750	\$0	\$0	\$92,000	\$0	\$38,000	\$11,500	\$5,000	\$5,000	\$0	\$11,500	\$5,000	\$5,000	\$0	\$175,000	
Pavilion	\$40,000	\$0	\$2,000	\$0	\$0	\$2,000	\$0	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	
Public WiFi	\$30,000	\$0	\$3,000	\$0	\$0	\$3,500	\$0	\$0	\$20,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	
Multi-Purpose Athletic Court	\$90,000	\$0	\$9,000	\$0	\$0	\$9,000	\$0	\$0	\$63,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	
Field/Slope Stabilization	\$3,500	\$0	\$420	\$0	\$0	\$420	\$0	\$0	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500	
Sidewalks	\$11,500	\$0	\$1,380	\$0	\$0	\$1,380	\$0	\$0	\$7,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,500	
	\$750,000	\$0	\$64,550	\$0	\$0	\$75,550	\$0	\$0	\$389,100	\$111,500	\$111,500	\$61,800	\$15,500	\$0	\$61,800	\$15,500	\$0	\$0	\$0	\$750,000	
	\$750,000	\$64,550		\$75,550	\$32,000		\$500,600		\$77,300				\$0						\$0		

As a default, design/construction was calculated as 15%/85%.  
 Only the prefabricated pavilion was budgeted as equipment,  
 i.e. this may not account for the possibility that the city could purchase equipment to be installed, e.g. broadband

Budget by Fiscal Year	2018	2019	2020
PE/STUDY	\$0	\$64,550	\$0
DESIGN	\$0	\$75,550	\$0
EQUIPMENT	\$0	\$32,000	\$0
CONSTRUCTION	\$0	\$389,100	\$111,500
CE&I	\$0	\$61,800	\$15,500
ADMIN/PROG	\$0	\$0	\$0
	\$0	\$623,000	\$127,000
			\$750,000



**ORDINANCE NUMBER 2803**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER  
TO EXECUTE AND DELIVER A PROFESSIONAL SERVICES  
AGREEMENT WITH RICE ADVISORY, LLC.**

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

1. The Mayor and City Manager are hereby authorized to execute and deliver a professional services agreement with Rice Advisory, LLC; and
2. A copy of said agreement is marked as Exhibit A attached to and incorporated into this Ordinance Number 2803 as though written fully therein; and
3. This Ordinance Number 2803 is effective immediately upon adoption and publication/posting as required by Alabama law.

**ADOPTED and APPROVED** this the 8<sup>th</sup> day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into between the City of Vestavia Hills, Alabama (hereinafter called the “City”) and Rice Advisory, LLC (hereinafter called the “Financial Advisor”), whose offices are located at 250 Commerce Street, 3<sup>rd</sup> Floor, Montgomery, Alabama 36104.

NOW, THEREFORE, the City and the Financial Advisor mutually agree as follows:

### 1 **Scope of Services.**

The Financial Advisor shall provide financial advisory services on an ongoing basis to the City as may be directed. Pursuant to the terms of this Agreement, it is expressly understood that the Financial Advisor represents only the City. For the purposes of this Agreement, “City” shall include those agencies, component units, authorities and public corporations, which are, or may become, authorized to incur debt. The scope of services to be performed shall include, but not be limited to:

- a) Assisting the City in financial analysis and suggesting possible revisions to the City’s debt policies and strategies;
- b) Advising the City on continuing matters relating to its overall debt management including actions to be taken by the City to improve or maintain the credit ratings of the City;
- c) Analyzing financing alternatives for the City;
- d) Preparation of Requests for Proposals (RFPs) in advance of any contemplated City financing projects and distribution of such RFPs to a wide selection of capable professional firms;
- e) Evaluation of financial proposals received by the City from underwriters, banks and other entities (including those received pursuant to RFPs) and assisting the City and its counsel in the selection of professionals for participation in City financing projects;
- f) Working to minimize the professional fees and expenses payable in connection with any City financing in order to produce the lowest possible effective financing costs for the City;
- g) Comparing the debt management practices of the City with those of other municipalities and making recommendations for improvements;
- h) Preparing analyses and evaluations of potential refunding and new money issues, to include cost-benefit analysis of credit enhancement, coordinating team communications and activities, providing document review, participation in due diligence and disclosure activities, reviewing underwriter’s analysis related to sizing, structure and flow of funds, allocation, advising on pricing and coordination of post-closing review;
- i) Providing as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing and special facility financing;
- j) Reviewing and evaluating financing options, derivative and other innovative products, financial feasibility studies, legal documents, and escrow agreements;
- k) Preparation of rating agency presentations, official statements and other disclosure materials;



- l) Monitoring congressional, legislative and regulatory developments which might impact the City;
- m) Assisting the City in the preparation of reports, disclosure documents and other tasks related to Dodd-Frank compliance requirements;
- n) Providing advice on economic incentives and innovative financing structures in support of the City's economic, industrial and commercial development initiatives, including providing support in all recruitment efforts of the City;
- o) Attendance at City Council meetings or meetings of other City boards and agencies as requested, with reasonable notice provided;
- p) Participation in all teleconferences as requested; and
- q) Providing other financial advisory services as requested.

## 2 Compensation.

- a) **Per-transaction fee.** With respect to the issuance of each series of bonds, notes or other debt of the City or its agencies, the fees to the Financial Advisor will be determined on a cost per \$1,000.00 basis, with no such per-transaction fees payable until and unless a transaction is closed, as shown below:
  - i) For amounts up to \$10 million: \$2.00 per \$1,000.00 with a minimum fee of \$20,000.00;
  - ii) For amounts over \$10 million up to \$15 million: \$1.90 per \$1,000.00 for the amount above \$10 million, plus amount due pursuant to (i) above;
  - iii) For amounts over \$15 million up to \$20 million: \$1.80 per \$1,000.00 for the amount above \$15 million, plus amount due pursuant to (i) and (ii) above;
  - iv) For amounts over \$20 million: \$1.70 per \$1,000.00 for the amount above \$20 million, plus amount due pursuant to (i), (ii) and (iii) above, provided, however, that in no case shall the Financial Advisor's total per-transaction fee exceed \$50,000.00 for any transaction.
- b) **Hourly fee.** There will be no additional charge, hourly or otherwise, for work completed in connection with a specific financing transaction of the City as described in paragraph 2(a) above. Fees for general financial advisory services not connected to a specific financing transaction will be billed monthly, in arrears, commencing \_\_\_\_\_ 1, 2015 and on the first day of each month thereafter for the term of this Agreement at the rate of \$140.00 per hour. Such hourly fees will be payable only for work performed by Registered Municipal Advisors employed by the Financial Advisor. No hourly fee work will be commenced without the City's authorization, and the Financial Advisor will be required to provide the City with written "not to exceed" estimates before commencing such work.
- c) **Expenses.** No reimbursement will be expected for normal operating expenses or general office overhead including telephone, regular postage, and related items. Automobile travel to locations other than the City in furtherance of City business will be reimbursed at the rate of \$0.50 per mile. At no time will the City incur any such expense without first discussing with the Financial Advisor.
- d) **Per-transaction expenses.** Expenses directly attributable to a specific transaction will be reimbursed at cost. In no event will the total cost of reimbursable expenses for any

single transaction exceed \$2,500 for such transaction unless approved in advance by the City.

- e) **Other expenses.** Other costs of any transaction, for example: bond counsel fees, disclosure counsel fees, rating agency fees, printing, and other related costs are considered outside of the definition of reimbursable expenses as contemplated above. However, the Financial Advisor will be involved in minimizing these costs, where and when appropriate, on behalf of the City.

**3 Independent Contractor.** The Financial Advisor acknowledges and agrees that it is an independent contractor and this agreement does not create an employer-employee relationship between the Financial Advisor and the City.

**4 Insurance.** The Financial Advisor does hereby agree to name the City as “Additional Insured-As Their Interest May Appear,” in its Commercial Auto Liability Insurance and Commercial General Liability Insurance; and to keep in effect at all times during the term of this Agreement the following minimum limits of insurance, and to provide the City with Certificates of Insurance with a 30 day Notice of Cancellation evidencing such insurance:

Commercial Automobile Liability Insurance including Hired and Non-Owned Auto Liability: \$1,000,000 Combined Single Limit of Liability;

Commercial General Liability Insurance: \$1,000,000 Combined Single Limit Per Occurrence/\$2,000,000 Aggregate Limit of Liability; \$1,000,000 Personal and Advertising Injury; \$2,000,000 Products and Completed Operations Liability;

Workers Compensation and Employers Liability Insurance: Insurance must meet the insurance requirements as set forth in the current Workers Compensation Act of the State of Alabama. Minimum Employers Liability Limits: \$1,000,000 Each Accident; \$1,000,000 Disease Each Employee; \$1,000,000 Disease policy Limit.

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

**6 Indemnification.** The Financial Advisor shall indemnify, hold harmless, and defend the City, its officers, employees, council members, agents, and representatives from and against any and all liens, claims, actions, suits, damage judgments, liabilities, causes of action, assessments, fines, loss, injuries (including death), costs and/or expenses (including without limitation attorneys fees and all other costs and expenses), amounts paid in settlement or otherwise suffered or incurred by the City, its officers, employees, council members, agents, or representatives caused by, arising out of, or by reason of any wrongful act, omission, or non-action of the Financial Advisor or its officers, employees, agents, servants, sub-contractors, or representatives arising from, incidental to or in any way related to the Financial Advisor’s services under this Agreement.

**7 No Assignment.** No part of this Agreement, nor any right, obligation, or privilege created or provided hereunder, shall be assigned or transferred unless the City shall first approve the same in writing, nor shall the Financial Advisor attempt to sell or attempt to transfer this Agreement or any rights hereunder to another without written approval of the City.

**8 Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, termination, or any alleged breach thereof (which dispute is not resolved by negotiation between the parties within thirty days after written demand therefor is made by either party), shall, upon thirty days written notice by either party to the other, first be resolved by the parties attempting mediation in the City, by a single mediator pursuant to the Alabama Civil Court Mediation Rules. The parties shall share equally the costs of the Mediator, and each party shall bear its own costs. If the dispute is not resolved by mediation within sixty days of the commencement of the mediation, either party may elect to litigate the dispute in the state or federal courts located in the State of Alabama.

**9 Term of Agreement.** This Agreement shall be effective upon the date of its execution and shall terminate on September 15, 2021. This Agreement may be extended for one (1) year term or on a month-to-month basis at the option of the City. In no event shall a term of this Agreement exceed a period of three (3) years.

**10 Termination.** The City may, at any time and without cause, cancel this Agreement by serving ninety (90) days written notice to the Financial Advisor of its intent to cancel. In the event of such cancellation, the City’s only obligation to the Financial Advisor shall be payment for services rendered prior to the effective date of the cancellation. All information and work product developed by the Financial Advisor shall be turned over to and deemed the property of the City.

**DONE this \_\_\_ day of \_\_\_\_\_, 2018.**

**THE CITY OF VESTAVIA HILLS, ALABAMA**

**RICE ADVISORY, LLC**

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

By: \_\_\_\_\_  
Its Managing Director

By: \_\_\_\_\_  
Its City Manager

Attested by: \_\_\_\_\_  
City Clerk

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

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

September 27, 2018

By Electronic Mail

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

In Re: Renewal of Agreement With Rice Advisory, LLC

Dear Mr. Downes:

On September 24, 2018, you sent to me via electronic mail a proposed renewal of the Professional Services Agreement by and between the City of Vestavia Hills, Alabama ("City") and Rice Advisory, LLC ("Financial Advisor") 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.

The next regularly scheduled City Council meeting is Monday, October 8, 2018. Therefore, that is the earliest date that the City Council will have the opportunity to consider approval of this renewal without calling for a special meeting.

My only recommendation is that the effective date and the termination date be changed. I suggest that the effective be designated as October 9, 2018 in section 2(b) on page 2 of the agreement. Since the contract is limited to a period of three years, I further suggest that the termination date in section 9 on page 4 be changed to October 8, 2021.

I approve this renewal of agreement from a legal standpoint. Please call me if you have any questions regarding this legal opinion. Thank you.

Very truly yours,



Patrick H. Boone  
Vestavia Hills City Attorney

**RESOLUTION NUMBER 5104**

**A RESOLUTION DECLARING AN EMERGENCY AND AUTHORIZING  
THE CITY MANAGER TO COMPLETE STREET REPAIRS ON  
VESTAVIEW LANE DUE TO A WATER MAIN BREAK**

**WHEREAS**, in June 2018, a Birmingham Water Works water main broke and severely damaged a portion of Vestaview Lane forcing an emergency closure of the roadway for a temporary repair; and

**WHEREAS**, the temporary road repair along with the adjacent roadway continued to deteriorate in this high-traffic area to the point of being determined as hazardous for the traveling public; and

**WHEREAS**, an Inter-Department Memorandum dated October 3, 2018 from the City Engineer to the City Manager explained the needed emergency roadway repair at an estimated cost of \$77,204.50 and recommended that the roadway be repaired immediately due to the condition of the roadway and the location in a high-traffic area. He also indicated that the Birmingham Water Works Board has stated that they will reimburse the City said repair costs estimated at \$77,204.50; and

**WHEREAS**, a copy of said memorandum is marked as Exhibit A, attached to and incorporated into this Resolution Number 5104 as though written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to declare said roadway repair as an emergency and authorize the immediate repair of said street.

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

1. The City Manager is hereby authorized to make emergency repairs to that portion of Vestaview Lane impacted and damaged by the Birmingham Water Works water main break in an amount estimated at \$77,204.50; and
2. Upon submittal of the invoice of said repairs, the City Manager shall request reimbursement from the Birmingham Water Works Board for the cost of said repairs; and
3. This Resolution Number 5104 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 8<sup>th</sup> day of October, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

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

**October 3, 2018**

To: Jeff Downes, City Manager

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

From: Christopher Brady, City Engineer

RE: emergency roadway repair, Vestaview Lane

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This is to document the need for emergency roadway repair.

A section of Vestaview Lane was damaged by a Birmingham Water Works water main break in June 2018. BWWB crews provided a temporary repair at that time. As this is a high traffic area, the temporary repair and adjacent roadway has deteriorated to point of being hazardous for traveling public.

BWWB has agreed to reimburse City's cost for the roadway repair. Estimated cost is approximately \$77,204.50. See attached.

We are seeking Council authorization for expenditure of these costs with anticipation of being fully reimbursed by BWWB.

Please let me know if questions,

Sincerely,  
-Christopher







**STANDARD PROPOSAL AND CONTRACT**

September 27, 2018

City of Vestavia  
513 Montgomery Highway  
Vestavia, AL 35216

Attn: Mr. Christopher Brady

Dunn Construction Company, Inc. (Dunn) offers to furnish all labor, materials and equipment required to perform the following described work for construction or improvements for Vestaview Patch, Vestavia, AL.

**DESCRIPTION OF WORK AND PRICES:**

Please refer to attached Schedule A for breakdown of work and unit prices.

Approximate Total.....\$77,204.50

It is understood, unless the above is a lump sum price, that quantities are estimated only and that payment shall be made at the unit price on the actual field measured quantities of work performed.

If the foregoing meets with your acceptance, please sign and return all copies to Dunn. Upon signing by an officer of Dunn, this proposal and the terms and conditions set forth on the reverse side hereof will constitute the full and complete contract.

Yours very truly,

**DUNN CONSTRUCTION COMPANY, INC.**

BY:   
Bo Walters  
Project Manager

Accepted: City of Vestavia

Accepted: Dunn Construction Co., Inc.

BY: \_\_\_\_\_  
(NAME AND TITLE)

BY: \_\_\_\_\_  
(NAME AND TITLE)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# DUNN CONSTRUCTION COMPANY, INC.

P. O. DRAWER 11967  
 BIRMINGHAM, AL 35202  
 PHONE: (205) 510-0271  
 FAX: (205) 599-1717  
 EMAIL: [bwalters@dunnconstruction.com](mailto:bwalters@dunnconstruction.com)  
 ALABAMA GENERAL CONTRACTOR LICENSE NUMBER: 8

TO: City of Vestavia

FROM: Bo Walters  
 Project Manager  
[bwalters@dunnconstruction.com](mailto:bwalters@dunnconstruction.com)

ATTN:

DATE: September 27, 2018

Email:

## SCHEDULE A

**JOB: Vestaview Patch**

ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	APPROX. TOTAL
<b>WORK ITEMS ARE AS FOLLOWS:</b>					
1.	Removal of 4" Asphalt and Installing 2.5" Asphalt Binder	220	TN	\$290.00	\$63,814.50
2.	1.5" Wearing Surface	138	TN	\$88.00	\$12,100.00
3.	Traffic Control	1	LS	\$1,270.00	\$1,290.00
<b>TOTAL UNIT COST FOR ITEMS BID =</b>					<b>\$77,204.50</b>

**NOTES:**

1. Price excludes bond costs, permits, engineering layout, testing, fine grading, curb and gutter, base under curb, sidewalks or concrete, backfill of curb and gutter, striping, signs, bollards, parking bumpers, removals of material, or cleaning (in excess of power brooming). If Bonding is required please add 1% to our total bid.
2. Price excludes utility adjustments and/or relocation.
3. This is a unit price proposal unless otherwise stated as lump sum.
4. The pavement section(s) shown above may be the minimum design standards set for by the engineer/municipality/county responsible for the project. Dunn Construction will not be responsible for repairs resulting from damage due to construction traffic. Any patching or leveling required to the asphalt binder course before the surface mix is installed, will be invoiced on a cost plus basis.
5. Proposal includes one mobilization. If additional mobilizations are required add \$3500
6. Pricing is good for work completed prior to October, 2018
7. Site is to be at design subgrade and ready to receive base stone on our arrival.
8. Grades that are 1.5% or less may have "bird baths". Dunn does not accept responsibility for correction.
- 9.0 Work will not be scheduled until a mutually agreeable contract has been fully executed.

SUBMITTED BY: \_\_\_\_\_

Bo Walters

## TERMS AND CONDITIONS

I. Terms of Proposal. This proposal is valid only for thirty (30) days from the proposal date. Unless Dunn receives the accepted proposal within three (3) days after the thirtieth (30th) day from the proposal date, it shall be conclusively presumed that Dunn's proposal was not accepted. This proposal may be extended only in writing by an authorized officer of Dunn. The work covered under this Contract shall be available for completion within three months from the date of acceptance of the proposal. If the work is not available for completion within such time, the price of all work performed thereafter shall be adjusted to reflect actual increases in labor, fuel, materials, and other direct costs experienced by Dunn.

II. Terms of Payment. Payment in full for all work performed hereunder during any month shall be made not later than twenty-five (25) days after the invoice date relating to such work. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the rate of 1.5% per month (18% per annum), but not in excess of the highest legal rate allowable under applicable law, shall be charged and paid on all unpaid balances from the due date to the date Dunn receives payment. If credit conditions become unsatisfactory, in Dunn's sole discretion, at any time prior to completion of the work hereunder, Dunn shall be furnished adequate security upon request. Creditworthiness is inherently subjective, and accordingly Dunn may suspend credit, require payment in advance, or otherwise modify credit terms, from time to time in its discretion. Such modified payment terms, could include, without limitation, payment guarantees, personal guarantees, letters of credit, and posting of a bond by the owner and/or its principals. Dunn's acceptance of partial payment of any invoice will not constitute waiver of the balance.

III. Errors, Omissions and Defects. Dunn agrees to perform the work described in a workmanlike manner. Failures due to work performed by others are not the responsibility of Dunn. Failures for which Dunn has no responsibility include, but are not limited to, unsuitable subgrade, unsatisfactory base, or use in excess of design. During the job, Owner agrees to notify Dunn immediately of errors, omissions and defects in the work so that they may be corrected by Dunn promptly and at minimum cost. Failure to notify Dunn within fifteen (15) days after completion shall be deemed a waiver by Owner of all rights, claims, actions, and causes of action related to or arising out of any such error, omission or defect.

IV. Extra Work. Any deviations from the specifications or modification of the terms of this Contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any extra work requested by Owner or his representative will be paid for on a cost plus fifteen percent (15%) for overhead and ten percent (10%) for profit basis unless a price can be agreed upon before extra work begins.

V. Variations in Quantity. If the actual quantity of any item of work varies more than twenty-five percent (25%) from the estimate, then a new unit price shall be negotiated.

VI. Events of Owner Default. Owner's insolvency, its failure to make any payment called for under this Contract when due, the filing of a petition in bankruptcy (whether voluntary or involuntary), the appointment of a receiver, the execution of an assignment for the benefit of creditors, any breach of the terms and conditions hereof, or any violation of applicable laws or regulations with respect to its obligations hereunder, shall separately and severally be deemed events of Owner default under this Contract.

VII. Remedies in the Event of Owner Default. Upon an Owner default, which Owner fails to cure within two (2) days after Dunn gives notice of the same, Dunn may declare this Contract terminated, and may cease performance hereunder immediately, in which case, Dunn shall be entitled to the following remedies, cumulatively: (i) all amounts owing hereunder by Owner pursuant to outstanding invoices shall become due and payable immediately; (ii) Owner shall be responsible for and pay Dunn for all work completed and materials furnished that have not yet been invoiced; (iii) Owner shall be responsible for and pay Dunn for all costs and expenses which Dunn incurred in anticipation of completion of the work, including costs of materials ordered; (iv) Owner shall be responsible for and pay Dunn 10% of the remaining amount owed for the work under this Contract for Dunn's anticipated lost profits for the remainder of the work and materials to be furnished; (v) interest shall accrue and be owed by Owner from the date of default at the rate of 1.5% per month (18% per annum), but not in excess of the highest legal rate allowable under applicable law, upon all amounts owed Dunn hereunder; (vi) Owner shall become liable for Dunn's costs

of collecting any such amounts that are due and owing hereunder, including reasonable attorneys' fees incurred by Dunn; and (vii) Dunn may also file a lien on the property on which it performed the work to secure payment of all amounts owing hereunder. Upon any such termination of this Contract of Dunn, all of the foregoing remedies shall become obligations of Owner which shall survive such cancellation of this Contract and which shall remain fully binding on Owner. No failure on the part of Dunn to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy.

VIII. Remedies in Event of Excusable Inability to Perform. Should Dunn be unable to perform the work because of a shortage of materials or petroleum products, or a strike, riot, tornado, fire, flood, earthquake, explosion, war, lack of transportation, government requirement, civil or military authority, act of god, act or omission of carriers or other cause beyond its control, which could not have been avoided by exercise of reasonable diligence, Owner's sole remedies shall be an extended time for performance or the right to cancel this Contract without further cost or liability to either party; provided, however, Owner shall still be obligated to make full payment to Dunn for all work performed prior to cancellation.

IX. Arbitration. It is agreed and acknowledged that this Contract affects and involves interstate commerce and that the materials being provided hereunder have traveled in interstate commerce. Any controversy or claim arising out of this Contract or the work, materials, labor and services to be furnished hereunder (including whether such claim is subject to arbitration) shall be settled by arbitration to be held in Birmingham, Alabama, except that Dunn may, in its sole discretion, bring claims against Owner for non-payment (including claims for interest, attorneys' fees and costs relating thereto) in a judicial forum (rather than an arbitral forum). The parties acknowledge and agree that they have substantial contacts with the State of Alabama, and that Birmingham is a neutral and convenient place for any such arbitration. Each party consents to the exclusive jurisdiction of the courts of the State of Alabama over any challenges to arbitration hereunder. Upon request for arbitration by either party, arbitration shall proceed through, and in accord with the rules of, the American Arbitration Association, with two exceptions: (a) unless the parties agree otherwise, only one arbitrator shall be chosen; (b) unless the parties agree otherwise, each party shall pay one-half of the expense of the arbitration proceeding. Judgment upon the arbitrator's award may be entered by any court having jurisdiction thereof. This Section constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, arrangements, negotiations and other communications on dispute resolutions. The provisions of this Section shall survive any termination, amendment or expiration of this Contract in which this Section is contained.

X. Governing Law. All questions concerning the construction, validity, and interpretation of this Contract and the performance of the obligations imposed by this Contract shall be governed by the internal law, not the law of conflicts, of the State of Alabama.

XI. Consent to Jurisdiction/Forum. Subject to the provisions of Article IX, each of the parties hereto consents that any legal action or proceeding arising hereunder, including the submission to the court of an arbitration award to enter final judgment thereon, shall be brought, in the Circuit Court of Jefferson County, of the State of Alabama, or in the United States District Court for the Northern District of Alabama, Southern Division, and each of the parties expressly assents and submits to the personal jurisdiction of any such courts in any such action or proceeding and waives any defenses based on lack of such jurisdiction.

XII. Entire Agreement. Upon acceptance of this Contract in writing by Dunn (which shall be deemed to occur at its principal place of business in Birmingham, Alabama), this Contract shall be binding upon and inure to the benefit of the parties hereto, and shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other terms submitted or proposed by either of the parties, as well as all prior oral and written quotations, bids, communications, orders, agreements, and understandings of the parties with respect to the subject matter hereof.

XIII. No Set-off. Any claim which Owner may have against Dunn shall be pursued independently of Owner's obligation to Dunn for the unpaid amounts owed hereunder, and Owner shall have no right of recoupment or set-off by virtue of any such claim.

1720 Vestaview Lane, BWWB main burst, 6/1/18

