

**Vestavia Hills  
City Council Agenda  
March 11, 2019  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Tom Bell, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
  - a. Announcement Of Upcoming Vacancy on Vestavia Hills Board Of Education
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval of Minutes – February 18, 2019 (Work Session)

**Old Business**

10. Resolution Number 5131 – Annexation – 90 day – 2424 Magnolia Cove; Lot 7, Magnolia Cove Estates; Chase Beard, Owner (*public hearing*)
11. Resolution Number 5132 – Annexation – 90 day – 2423 Magnolia Cove; Lot 8, Magnolia Cove Estates; Chase Beard, Owner (*public hearing*)
12. Resolution Number 5133 – Annexation – 90 day – 2419 Magnolia Cove; Lot 9, Magnolia Cove Estates; Martin S. Cogen, Owner (*public hearing*)
13. Resolution Number 5134 – Annexation – 90 day – 2415 Magnolia Cove; Lot 10, Magnolia Cove Estates; John and Lynda Gay, Owner (*public hearing*)
14. Resolution Number 5135 – Annexation – 90 day – 2409 Magnolia Cove; Lot 11, Magnolia Cove Estates; David and Tammy Downard, Owner (*public hearing*)
15. Resolution Number 5136 – Annexation – 90 day – 2405 Magnolia Cove; Lot 12, Magnolia Cove Estates; Thomas and Jane Walker, Owner (*public hearing*)
16. Resolution Number 5137 – Annexation – 90 day – 2401 Magnolia Cove; Lot 13, Magnolia Cove Estates; Chase Beard, Owner (*public hearing*)
17. Resolution Number 5138 – Annexation – 90 day – 2400 Magnolia Cove; Lot 1, Magnolia Cove Estates; Chase Beard, Owner (*public hearing*)
18. Resolution Number 5139 – Annexation – 90 day – 2404 Magnolia Cove; Lot 2, Magnolia Cove Estates; Randel Walker, Owner (*public hearing*)
19. Resolution Number 5140 – Annexation – 90 day – 2408 Magnolia Cove; Lot 3, Magnolia Cove Estates; David and Jenice Adcock, Owner (*public hearing*)

20. Resolution Number 5141 – Annexation – 90 day – 2412 Magnolia Cove; Lot 4, Magnolia Cove Estates; Frank and Phyllis Hamrick, Owner (*public hearing*)
21. Resolution Number 5142 – Annexation – 90 day – 2416 Magnolia Cove; Lot 5, Magnolia Cove Estates; Kay Watkins, Owner (*public hearing*)
22. Resolution Number 5143 – Annexation – 90 day – 2420 Magnolia Cove; Lot 6, Magnolia Cove Estates; Chase Beard, Owner (*public hearing*)

### **New Business**

23. Resolution Number 5144 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property
24. Resolution Number 5145 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Alabama Department Of Transportation To Construct A Turnout To Provide Access To Montgomery Highway At Waldrige Road
25. Resolution Number 5146 – A Resolution To Amend Resolution Numbers 5120, 3192, 3337 And 3469 Authorizing The City Manager To Offer Continuing Health Insurance Benefits To Employees Electing To Retire
26. Ordinance Number 2831 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Joint Purchasing Agreement For Lawn Maintenance Services

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

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

27. Resolution Number 5147 – A Resolution Authorizing The City Manager To Expend An Amount Not To Exceed \$30,000 From The Library Fund 13 Pooled Cash For A Remote Locker System For Cahaba Heights And Liberty Park Residents And A Vending Machine For The Library’s Makerspace Area With Funding To Be Reimbursed In The Amount Of \$20,000 By An LSTA Grant (*public hearing*)
28. Ordinance Number 2832 - An Ordinance Amending Ordinance Number 2281 And Section 8-174 Of The Vestavia Hills Code Of Ordinances Entitled “Fire/Rescue Emergency Transport Service” (*public hearing*)
29. Citizen Comments
30. Executive Session
31. Motion For Adjournment

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **WORK SESSION**

**FEBRUARY 18, 2019**

The City Council of Vestavia Hills met in a regular scheduled work session on this in the Executive Conference Room at 6:00 PM, following posting/publication as required by Alabama law. The Mayor called the meeting to order at 6 PM on February 18, 2019:

**MEMBERS PRESENT:**

Mayor Ashley C. Curry  
Kimberly Cook, Councilor  
Paul J. Head, Councilor  
George Pierce, Councilor

**MEMBERS ABSENT:**

Rusty Weaver, Mayor Pro-Tem

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Wendy Dickerson, Deputy City Clerk  
Brian Davis, Public Services Director  
Marvin Green, Fire Chief  
Cinnamon McCulley, Communications Specialist  
Jason Hardin, Police Captain  
Christopher Brady, City Engineer  
Lori Beth Kearley, Sr. Civil Engineer  
Shane Ware, Police Lieutenant  
Umang Patel, Court Director

The Mayor called the work session to order. The Mayor stated that there are traffic issues on Caldwell Mill Road and hopes that the outcome tonight will be to see how this can be addressed. He turned the floor over to Jeff Downes.

Mr. Downes introduced Brian Davis, Christopher Brady, Lori Beth Kearley, Jason Hardin, Shane Ware, Umang Patel, Steve Ammons, County Commissioner, and Cal Markert, Jefferson County Director of Roads and Transportation. He explained the Caldwell Mill area and the concerns over the traffic flow. Mr. Downes gave a brief overview of past efforts to mitigate the residents' concerns.

The Mayor asked Mr. Markert the status of the bridge and the County's perspective on speed bumps, rumble strips, and a roundabout.

Mr. Markert stated that the bridge will be replaced with the next two to three years. He stated that the County has a policy not to install speed bumps. He explained that neighbors do not, generally, want rumble strips because they are loud. He also explained that roundabouts are very expensive to construct and require buying property.

Mr. Head asked about the data obtained from the engineers concerning the traffic.

Mrs. Kearley stated that the data came back at acceptable levels.

The following people spoke about concerns regarding the heavy trucks driving over the bridge and speeders:

Blake Tyler, 4704 Caldwell Mill Road (County resident)  
Brooks Souders, 4670 Caldwell Mill Road  
Troy Duell, 4700 Caldwell Mill Road  
Jason Springfield, 4723 Bridgewater Road (County resident)  
Layne Savoie, 4668 Caldwell Mill Road  
Amy Savoie, 4668 Caldwell Mill Road  
Keith Sides, 4722 Shady Waters Lane (County resident)

The Mayor stated that the County and City Engineers would analyze the concerns and issues and meet back at the Council Work Session in three months to give an update on the status.

Mr. Downes introduced Kent Marshall, Gresham, Smith and Partners, to give a presentation on the updates for the pedestrian bridge.

Mr. Marshall presented to the Council a slideshow containing the location of the bridge, the aesthetics of the bridge and the landscaping.

Discussion ensued about the aesthetics, signage, lighting and landscaping.

Mrs. Cook asked for signage on the bridge span to tie into the design of the Wald Park entrance. She asked about the landscaping at the base to tie into the bridge design. The Council also discussed decorative neon lighting along the span, with changeable colors.

Mr. Downes explained the Simplified Sellers Use Tax (SSUT) to the Mayor and Council, including legislation that may occur this session.

There being no further business, the work session adjourned at 7:55 PM.

Ashley C. Curry  
Mayor



ATTESTED BY:

Wendy Dickerson  
Deputy City Clerk



Magnolia Cove Estates  
Supplementary Information  
(Individual information with Resolution)

EXHIBIT "C"

**CITY OF VESTAVIA HILLS**

*Department Review of Proposed Annexation  
(To Be completed by City Staff)*

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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: Magnolia ~~Ridge~~ <sup>Cove</sup> Subdivision

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**Engineering:**

Date: \_\_\_\_\_ Initials: CB

**Magnolia Cove Subdivision** -- no significant concerns noted; with anticipation of roadway remaining a private drive, there is no added maintenance to the City; appears to meet majority of City subdivision standards; there is minor concern related to limited sight distance at intersection of Old Rocky Ridge looking east, will review with Jefferson County Roads and Transportation.

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**Board of Education:**

Date: 12/20/18 Initials: SBendall/pe email

Comments: \_\_\_\_\_  
NIP

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**Police Department:**

Date: 12/20/18 Initials: AW

Comments: No concerns

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**Fire Department:**

Date: 12/28/2018 Initials: SK

Comments: No concerns

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RES. ESTATES A & B  
ALTADENA BROOK  
MAP BOOK 157, PAGE 58

**MAGNOLIA COVE ESTATES**

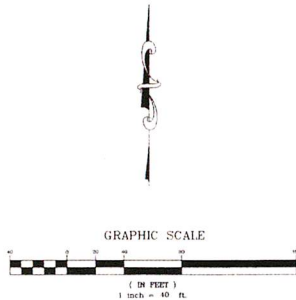
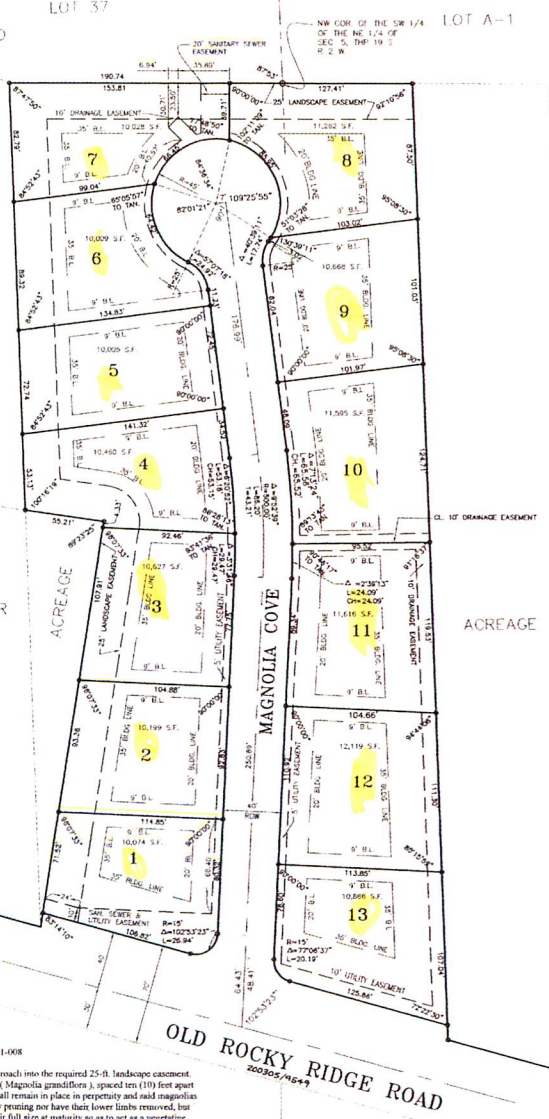
BEING SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 & THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA

RESURVEY OF BUCKHEAD  
SECOND SECTOR  
MAP BOOK 33, PAGE 22

LOT 18

BUCKHEAD FIRST SECTOR  
MAP BOOK 31, PAGE 93

LOT 17



JEFFERSON COUNTY ENVIRONMENTAL SERVICES HEREBY APPROVES THIS RECORD MAP FOR SANITARY SEWER PURPOSES ONLY ANY CHANGE IN ANY RIGHT OF WAY OR EASEMENT BOUNDARIES AFTER THIS DATE MAY VOID THIS APPROVAL

JEFFERSON COUNTY COMMISSION DOES NOT ACCEPT RESPONSIBILITY FOR MAINTENANCE OF ANY ROAD(S) WITHIN THIS SUBDIVISION ROAD(S) MUST BE IMPROVED TO COUNTY STANDARDS TO BE ELIGIBLE FOR COUNTY MAINTENANCE

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.

- NOTES:
- ALL EASEMENTS SHOWN ARE FOR PUBLIC UTILITIES. SANITARY SEWERS, STORM SEWERS AND/OR OTHER STORM DRAINS TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THE SUBDIVISION.
  - SURFACE DRAINAGE EASEMENTS NOT WITHIN THE EXISTING RIGHT OF WAY ARE NOT MAINTAINED BY JEFFERSON COUNTY.

PREPARED BY:  
REYNOLDS SURVEYING, INC.  
1572 Montgomery Highway, Suite 108  
Birmingham, Alabama 35216  
(205) 823-7900 Fax: (205) 979-7635

PREPARED FOR:  
Harold Stephens,  
Managing Partner  
Rocky Ridge LLC  
2070 Montevallo Road SW  
Birmingham, Alabama 35211  
(205) 290-4667

DESIGN ENGINEERING BY:  
LIVIN ENGINEERING  
716 SOUTH 30TH STREET  
BIRMINGHAM, AL 35233  
(205) 251-4500

STATE OF ALABAMA  
JEFFERSON COUNTY

THE UNDERSIGNED, ROBERT REYNOLDS, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, AND HAROLD STEPHENS, MANAGING PARTNER OF ROCKY RIDGE LLC, AS OWNER, HEREBY CERTIFY THAT THIS PLAN OR MAP WAS MADE PURSUANT TO A SURVEY MADE BY SAID SURVEYOR AND THAT SAID SURVEY AND THIS PLAN OR MAP WERE MADE AT THE INSTANCE OF SAID OWNER, THAT THIS PLAN OR MAP IS A TRUE AND CORRECT MAP OF THE LAND SHOWN THEREIN AND KNOWN OR TO BE KNOWN AS MAGNOLIA COVE ESTATES, SHOWING THE SUBDIVISION INTO WHICH IT IS PROPOSED TO DIVIDE SAID LANDS, GIVING THE LENGTHS AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND ITS NUMBER, SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS, GIVING THE BEARINGS, WIDTH AND NAME OF EACH STREET AS WELL AS THE NUMBER OF EACH LOT AND BLOCK AND SHOWING THE RELATION OF THE LANDS SO DIVIDED TO THE RESURVEY OF BUCKHEAD SECOND SECTOR, AS RECORDED IN MAP BOOK 33, PAGE 22, IN THE OFFICE OF THE JUDGE OF PROBATE IN JEFFERSON COUNTY, ALABAMA AND THAT IRON PINS THAT HAVE BEEN INSTALLED AT ALL LOT CORNERS AND CURVE POINTS AS SHOWN AND DESIGNATED BY SMALL DREW CIRCLES ON SAID PLAN OR MAP, SAID OWNER ALSO CERTIFIES THAT THEY ARE THE OWNERS OF SAID LANDS AND THAT THE SAME ARE NOT SUBJECT TO ANY MORTGAGE.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 13<sup>th</sup> DAY OF April, 2005.

BY: Robert Reynolds  
ROBERT REYNOLDS  
REG. NO. 25557

BY: Harold Stephens  
HAROLD STEPHENS, OWNER  
MANAGING PARTNER  
ROCKY RIDGE LLC



STATE OF ALABAMA  
JEFFERSON COUNTY

I, James D. Wood, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ROBERT REYNOLDS, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AS SURVEYOR, BEING KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE, THAT AFTER HAVING BEEN DULY INFORMED OF THE CONTENTS OF SAID CERTIFICATE, HE EXECUTED SAME VOLUNTARILY WITH FULL AUTHORITY.

GIVEN UNDER MY HAND AND SEAL THIS 13<sup>th</sup> DATE OF April, 2005.

NOTARY PUBLIC: James D. Wood  
Com. Exp. Date: 8/6/08

STATE OF ALABAMA  
JEFFERSON COUNTY

I, James D. Wood, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT HAROLD STEPHENS, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AS OWNER, BEING KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE, THAT AFTER HAVING BEEN DULY INFORMED OF THE CONTENTS OF SAID CERTIFICATE, HE EXECUTED SAME VOLUNTARILY WITH FULL AUTHORITY.

GIVEN UNDER MY HAND AND SEAL THIS 13<sup>th</sup> DATE OF April, 2005.

NOTARY PUBLIC: James D. Wood  
Com. Exp. Date: 8/6/08

APPROVED: \_\_\_\_\_ DATE: 5-6-05  
JEFFERSON COUNTY PLANNING & ZONING COMMISSION

APPROVED: Robert T. Ferguson DATE: 5-6-05  
CHAIRMAN, JEFFERSON CO. PLANNING & ZONING COMMISSION

APPROVED: [Signature] DATE: 5/6/05  
ADJ. DIRECTOR OF ENVIRONMENTAL SERVICES

APPROVED: [Signature] DATE: 7/1/05  
DIRECTOR OF ROADS & TRANSPORTATION/COUNTY ENGINEER

APPROVED: Frank E. Hatcher DATE: 6-2-05  
DIRECTOR OF LAND DEVELOPMENT

Jefferson County Case No. 2003-01-008  
Landscaping Requirements  
No structures of any kind shall encroach into the required 25-ft. landscape easement. The required planting of magnolias (*Magnolia grandiflora*), spaced ten (10) feet apart and with limbs full to the ground shall remain in place in perpetuity and said magnolias shall not have their tops removed by pruning nor have their lower limbs removed, but rather shall be allowed to obtain their full size at maturity so as to act as a vegetative buffer. The perpetual care and maintenance of the required planting of magnolias shall be the sole responsibility of the owner of the property on which the magnolias are located. If at any time a required magnolia dies or becomes diseased it shall be replaced with a healthy, new magnolia of the same species and cultivar, not less than five (5) feet in height at time of planting with limbs full to the ground. Such replacement shall be the sole responsibility of the property owner.



48-2-21-23  
48-2-21-23

Address	Ad Valorem	City	BOE
2400 Magnolia Cove Lot 1	\$820.38	\$232.21	\$588.17
2404 Magnolia Cove Lot 2	\$3,340.33	\$945.51	\$2,394.82
2408 Magnolia Cove Lot 3	\$0.00	\$0.00	\$0.00
2412 Magnolia Cove Lot 4	\$3,785.37	\$1,071.48	\$2,713.89
2416 Magnolia Cove Lot 5	\$820.38	\$232.21	\$588.17
2420 Magnolia Cove Lot 6	\$820.38	\$232.21	\$588.17
2424 Magnolia Cove Lot 7	\$820.38	\$232.21	\$588.17
2423 Magnolia Cove Lot 8	\$820.38	\$232.21	\$588.17
2419 Magnolia Cove Lot 9	\$3,799.89	\$1,075.59	\$2,724.30
2415 Magnolia Cove Lot 10	\$4,190.48	\$1,186.15	\$3,004.33
2409 Magnolia Cove Lot 11	\$7,453.11	\$2,109.66	\$5,343.45
2405 Magnolia Cove Lot 12	\$4,052.53	\$1,147.10	\$2,905.43
2401 Magnolia Cove Lot 13	\$820.38	\$232.21	\$588.17
<b>Totals:</b>	\$31,543.99	\$8,928.75	\$22,615.24

\*currently tax exempt

City of Vestavia Hills  
Tax Calculator  
Non-Homestead Properties

**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**

2400 Magnolia Cove Lot 1		Citizen Access	
		Portal Descriptor	Description
====>	56,500	TOTAL MARKET VALUE	
	20%	EXEMPT CODE	
	11,300	ASSD. VALUE	

**AD VALOREM REVENUE**

**BREAKDOWN**

232.215	City portion of ad valorem	(Subset of CITY)	20.55
324.88	BOE portion of ad valorem	(Subset of CITY)	28.75
	Total County remits to City for split with		
557.09	BOE	CITY	
	Special Local School Assessment		
170.63	(County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
92.66	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

232.215	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
588.17	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
820.38	TOTAL ANNEXATION REVENUE BENEFIT		

City Revenue
BOE Revenue

**City of Vestavia Hills  
Tax Calculator  
Homestead Properties**

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

			Citizen Access Portal Descriptor	Notes
====>	2404 Magnolia Cove Lot 2	Property Address		
====>	\$ 460,100	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$46,010.00	Assessed Value	ASSD. VALUE	

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$945.51	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,322.79	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,268.29	Total County remits to City for split with BOE	CITY	
\$694.75	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$377.28	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$945.51	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,394.82	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$3,340.33</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend	
City Revenue	
BOE Revenue	

**City of Vestavia Hills  
Tax Calculator  
Homestead Properties**

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	2408 Magnolia Cove Lot 3*	Property Address	
====>	\$ 612,400	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$61,240.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$1,258.48	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,760.65	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$3,019.13	Total County remits to City for split with BOE	CITY	
\$924.72	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$502.17	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$1,258.48	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$3,187.54	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$4,446.02</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend
City Revenue
BOE Revenue

\*\* Property is currently tax exempt\*\*



**City of Vestavia Hills  
Tax Calculator  
Homestead Properties**

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	2412 Magnolia Cove Lot 4	Property Address	
====>	\$ 521,400	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$52,140.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$1,071.48	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,499.03	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,570.50	Total County remits to City for split with BOE	CITY	
\$787.31	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$427.55	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$1,071.48	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,713.89	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$3,785.36</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend
City Revenue
BOE Revenue

City of Vestavia Hills  
Tax Calculator  
Non-Homestead Properties

**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**

2416 Magnolia Cove Lot 5		Citizen Access	Description
		Portal Descriptor	
====>	56,500	TOTAL MARKET VALUE	
	20%	EXEMPT CODE	
	11,300	ASSD. VALUE	

**AD VALOREM REVENUE**

**BREAKDOWN**

232.215	City portion of ad valorem	(Subset of CITY)	20.55
324.88	BOE portion of ad valorem	(Subset of CITY)	28.75
	Total County remits to City for split with		
557.09	BOE	CITY	
	Special Local School Assessment		
170.63	(County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
92.66	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

232.215	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
588.17	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
820.38	TOTAL ANNEXATION REVENUE BENEFIT		

City Revenue
BOE Revenue

City of Vestavia Hills  
Tax Calculator  
Non-Homestead Properties

**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**

2420 Magnolia Cove Lot 6		Citizen Access Portal Descriptor	Description
56,500	<b>Appraised Value</b>	TOTAL MARKET VALUE	
20%	Assessment rate (20% for non- homesteaders)	EXEMPT CODE	
11,300	Assessed Value	ASSD. VALUE	

====>

**AD VALOREM REVENUE**

**BREAKDOWN**

232.215	City portion of ad valorem	(Subset of CITY)	20.55
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Total County remits to City for split with			
557.09	BOE	CITY	
Special Local School Assessment			
170.63	(County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
92.66	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

232.215	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
588.17	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
820.38	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

City Revenue
BOE Revenue

City of Vestavia Hills  
Tax Calculator  
Non-Homestead Properties

**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**

2424 Magnolia Cove Lot 7		Citizen Access Portal Descriptor	Description
56,500	<b>Appraised Value</b>	TOTAL MARKET VALUE	
20%	Assessment rate (20% for non- homesteaders)	EXEMPT CODE	
11,300	Assessed Value	ASSD. VALUE	

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**AD VALOREM REVENUE**

**BREAKDOWN**

232.215	City portion of ad valorem	(Subset of CITY)	20.55
324.88	BOE portion of ad valorem	(Subset of CITY)	28.75
Total County remits to City for split with			
557.09	BOE	CITY	
Special Local School Assessment			
170.63	(County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
92.66	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

232.215	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
588.17	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
820.38	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

City Revenue
BOE Revenue

City of Vestavia Hills  
Tax Calculator  
Non-Homestead Properties

**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**

2423 Magnolia Cove Lot 8		Citizen Access Portal Descriptor	Description
56,500	<b>Appraised Value</b>	TOTAL MARKET VALUE	
20%	Assessment rate (20% for non-homesteaders)	EXEMPT CODE	
11,300	Assessed Value	ASSD. VALUE	

====>

**AD VALOREM REVENUE**

**BREAKDOWN**

232.215	City portion of ad valorem	(Subset of CITY)	20.55
324.88	BOE portion of ad valorem	(Subset of CITY)	28.75
Total County remits to City for split with			
557.09	BOE	CITY	
Special Local School Assessment			
170.63	(County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
92.66	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

232.215	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
588.17	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
820.38	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

City Revenue
BOE Revenue

**City of Vestavia Hills  
Tax Calculator  
Homestead Properties**

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	2419 Magnolia Cove Lot 9	Property Address	
====>	\$ 523,400	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$52,340.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$1,075.59	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,504.78	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,580.36	Total County remits to City for split with BOE	CITY	
\$790.33	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$429.19	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$1,075.59	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,724.30	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$3,799.88</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend	
City Revenue	
BOE Revenue	

**City of Vestavia Hills  
Tax Calculator  
Homestead Properties**

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	2415 Magnolia Cove Lot 10	Property Address	
====>	\$ 577,200	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$57,720.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$1,186.15	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,659.45	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,845.60	Total County remits to City for split with BOE	CITY	
\$871.57	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$473.30	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$1,186.15	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$3,004.33	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$4,190.47</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend	
City Revenue	
BOE Revenue	

City of Vestavia Hills  
Tax Calculator  
Non-Homestead Properties

**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**

2409 Magnolia Cove Lot 11

====>

		Citizen Access Portal Descriptor	Description
513,300	<b>Appraised Value</b>	TOTAL MARKET VALUE	
20%	Assessment rate (20% for non-homesteaders)	EXEMPT CODE	
102,660	Assessed Value	ASSD. VALUE	

**AD VALOREM REVENUE**

**BREAKDOWN**

2109.663	City portion of ad valorem	(Subset of CITY)	20.55
2,951.48	BOE portion of ad valorem	(Subset of CITY)	28.75
	Total County remits to City for split with		
5,061.14	BOE	CITY	
	Special Local School Assessment		
1550.17	(County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
841.81	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

2109.663	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
5,343.45	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
7,453.12	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

City Revenue
BOE Revenue



**City of Vestavia Hills  
Tax Calculator  
Homestead Properties**

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	2405 Magnolia Cove Lot 12	Property Address	
====>	\$ 558,200	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$55,820.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$1,147.10	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,604.83	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,751.93	Total County remits to City for split with BOE	CITY	
\$842.88	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$457.72	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$1,147.10	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,905.43	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$4,052.53</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend
City Revenue
BOE Revenue

City of Vestavia Hills  
Tax Calculator  
Non-Homestead Properties

**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**

2401 Magnolia Cove Lot 13		Citizen Access	
		Portal Descriptor	Description
====>	56,500	TOTAL MARKET VALUE	
	20%	EXEMPT CODE	
	11,300	ASSD. VALUE	

**AD VALOREM REVENUE**

**BREAKDOWN**

232.215	City portion of ad valorem	(Subset of CITY)	20.55
324.88	BOE portion of ad valorem	(Subset of CITY)	28.75
	Total County remits to City for split with		
557.09	BOE	CITY	
	Special Local School Assessment		
170.63	(County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
92.66	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

232.215	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
588.17	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
820.38	TOTAL ANNEXATION REVENUE BENEFIT		

City Revenue
BOE Revenue

**RESOLUTION NUMBER 5131**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5131 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:

2424 Magnolia Cove  
Lot 7, Magnolia Cove Estates  
Chase Beard, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 2 001 022.007  
**OWNER:** ROCKY RIDGE LLC  
**ADDRESS:** 3528 LYNNGATE CIRCLE HOOVER AL 35216  
**LOCATION:** 2424 MAGNOLIA COVE RD AL 35243

Baths: **0.0** H/C Sqft: **0**  
**18-015.0** Bed Rooms: **0** Land Sch: **G1**  
 Land: **56,500** Imp: **0** Total: **56,500**  
 Acres: **0.000** Sales Info: **05/24/2018**  
**\$260,000**

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

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

**VALUE**

LAND VALUE 10% \$0  
 LAND VALUE 20% \$56,500  
 CURRENT USE VALUE [DEACTIVATED] \$0  
 TOTAL MARKET VALUE [APPR. VALUE: \$56,500]: \$56,500  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$60,500.00 BOE VALUE: 0

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$11,300	\$73.45	\$0	\$0.00	\$73.45
COUNTY	2	2	\$11,300	\$152.55	\$0	\$0.00	\$152.55
SCHOOL	2	2	\$11,300	\$92.66	\$0	\$0.00	\$92.66
DIST SCHOOL	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$11,300	\$57.63	\$0	\$0.00	\$57.63
SPC SCHOOL2	2	2	\$11,300	\$189.84	\$0	\$0.00	\$189.84

**ASSD. VALUE: \$11,300.00** **\$566.13** **GRAND TOTAL: \$566.13**  
**FULLY PAID**

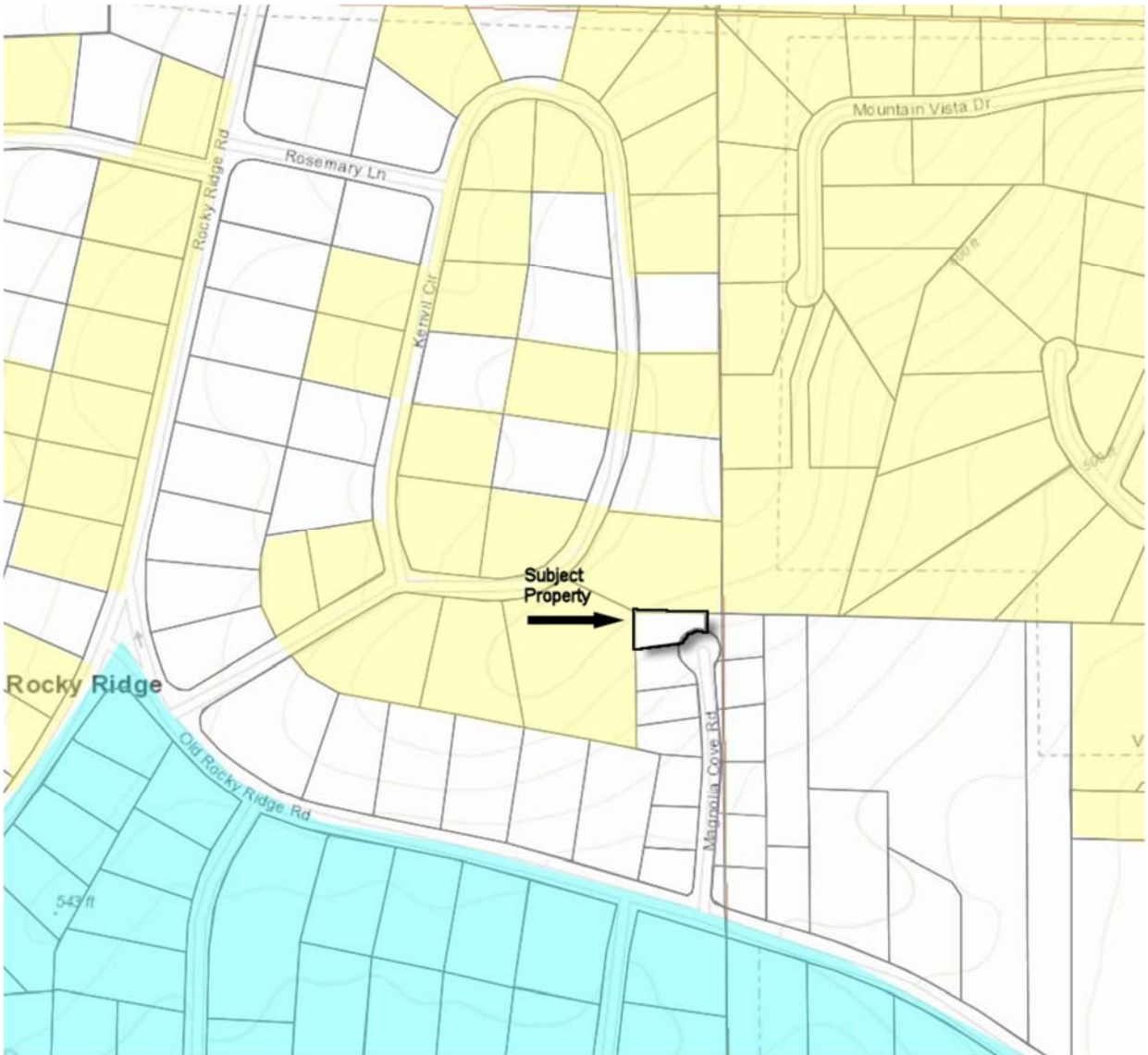
**DEEDS**

**INSTRUMENT NUMBER**

[2018054175](#)  
[200511-890](#)

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
5/24/2018	1/3/2019	2018	CRB CONSTRUCTION LLC	\$566.13
08/04/2005	1/4/2018	2017	STEPHENS BROTHERS PARTNERS	\$606.21
	1/11/2017	2016	-	\$566.13
	12/29/2015	2015	STEPHENS BROTHERS PARTNERS	\$566.13
	1/17/2015	2014	-	\$581.13
	1/8/2014	2013	-	\$581.13
	2/27/2013	2012	STEPHENS BROTHERS PARTNERS	\$591.84
	20111231	2011	***	\$581.13



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Nov 19, 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.

**EXHIBIT "A"**

LOT: 1, 5, 6, 7, 8, + 13

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 266, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

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

LEGAL DESCRIPTION (METES AND BOUNDS):

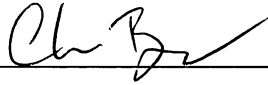
LOT(S) 1, 5, 6, 7, 8, + 13 MAGNOLIA COVE ESTATE



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**

	1,5,6,7,8, & 13 Lot _____ Block <u>5</u> Survey <u>AUG 18, 2000</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

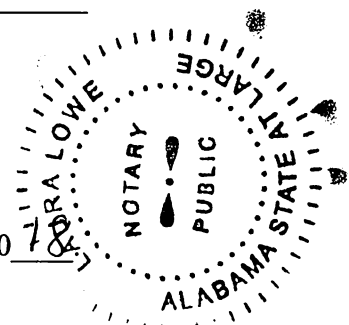
**STATE OF ALABAMA**

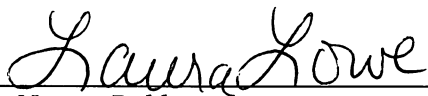
JEFFERSON COUNTY

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

  
\_\_\_\_\_  
Signature of Certifier

Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018



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

My commission expires: Nov. 14, 2019

**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): CHARLES BEARD (CRB CONSTRUCTION)

Address: 3528 LYNNGATE CIR

City: HOOVER State: AL Zip: 35226

**Information on Children:**

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

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

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

**RESOLUTION NUMBER 5132**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5132 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:

2423 Magnolia Cove  
Lot 8, Magnolia Cove Estates  
Chase Beard, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 1 000 023.006  
**OWNER:** ROCKY RIDGE LLC  
**ADDRESS:** 3528 LYNNGATE CIRCLE HOOVER AL 35216  
**LOCATION:** 2423 MAGNOLIA COVE RD AL 35243

Baths: **0.0** H/C Sqft: **0**  
**18-015.0** Bed Rooms: **0** Land Sch: **G1**  
 Land: **56,500** Imp: **0** Total: **56,500**  
 Acres: **0.000** Sales Info: **05/24/2018**  
**\$260,000**

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

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

**VALUE**

LAND VALUE 10% \$0  
 LAND VALUE 20% \$56,500  
 CURRENT USE VALUE [DEACTIVATED] \$0  
 TOTAL MARKET VALUE [APPR. VALUE: \$56,500]: \$56,500  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$60,500.00 BOE VALUE: 0

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$11,300	\$73.45	\$0	\$0.00	\$73.45
COUNTY	2	2	\$11,300	\$152.55	\$0	\$0.00	\$152.55
SCHOOL	2	2	\$11,300	\$92.66	\$0	\$0.00	\$92.66
DIST SCHOOL	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$11,300	\$57.63	\$0	\$0.00	\$57.63
SPC SCHOOL2	2	2	\$11,300	\$189.84	\$0	\$0.00	\$189.84

**ASSD. VALUE: \$11,300.00**      **\$566.13**      **GRAND TOTAL: \$566.13**  
**FULLY PAID**

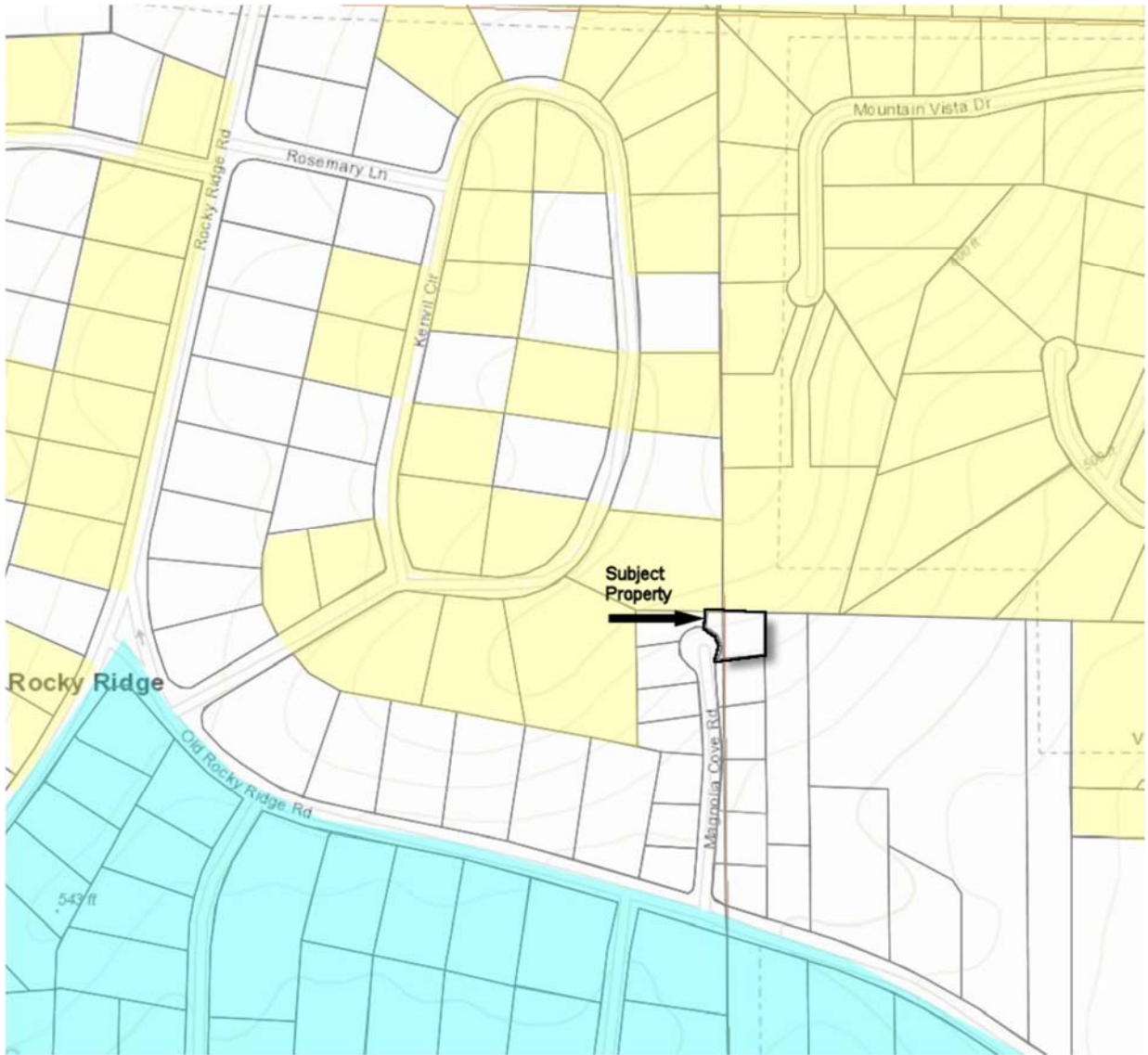
**DEEDS**

**INSTRUMENT NUMBER**

[2018054175](#)  
[200007-618](#)

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
5/24/2018	1/3/2019	2018	CRB CONSTRUCTION LLC	\$566.13
06/09/2000	1/4/2018	2017	STEPHENS BROTHERS PARTNERS	\$606.21
	1/11/2017	2016	-	\$566.13
	12/29/2015	2015	STEPHENS BROTHERS PARTNERS	\$566.13
	1/17/2015	2014	-	\$581.13
	1/8/2014	2013	-	\$581.13
	2/27/2013	2012	STEPHENS BROTHERS PARTNERS	\$591.84
	20111231	2011	***	\$581.13



STATE OF ALABAMA

JEFFERSON COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: Nov 19, 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.

**EXHIBIT "A"**

LOT: 1, 5, 6, 7, 8, + 13

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 266, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

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

LEGAL DESCRIPTION (METES AND BOUNDS):


LOT(S) 1, 5, 6, 7, 8, + 13 MAGNOLIA COVE ESTATE



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**

	1,5,6,7,8, & 13 Lot _____ Block <u>5</u> Survey <u>AUG 18, 2000</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

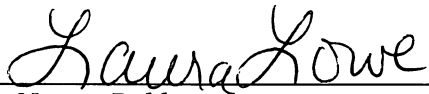
**STATE OF ALABAMA**

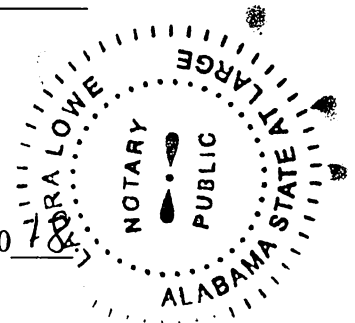
JEFFERSON COUNTY

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

  
\_\_\_\_\_  
Signature of Certifier

Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018

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



My commission expires: Nov. 14, 2019

**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): CHARLES BEARD (CRB CONSTRUCTION)

Address: 3528 LYNNGATE CIR

City: HOOVER State: AL Zip: 35226

**Information on Children:**

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

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

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

**RESOLUTION NUMBER 5133**

**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 November 12, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5133 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:

2419 Magnolia Cove  
Lot 9, Magnolia Cove Estates  
Martin Steven Cogen, Owner(s)

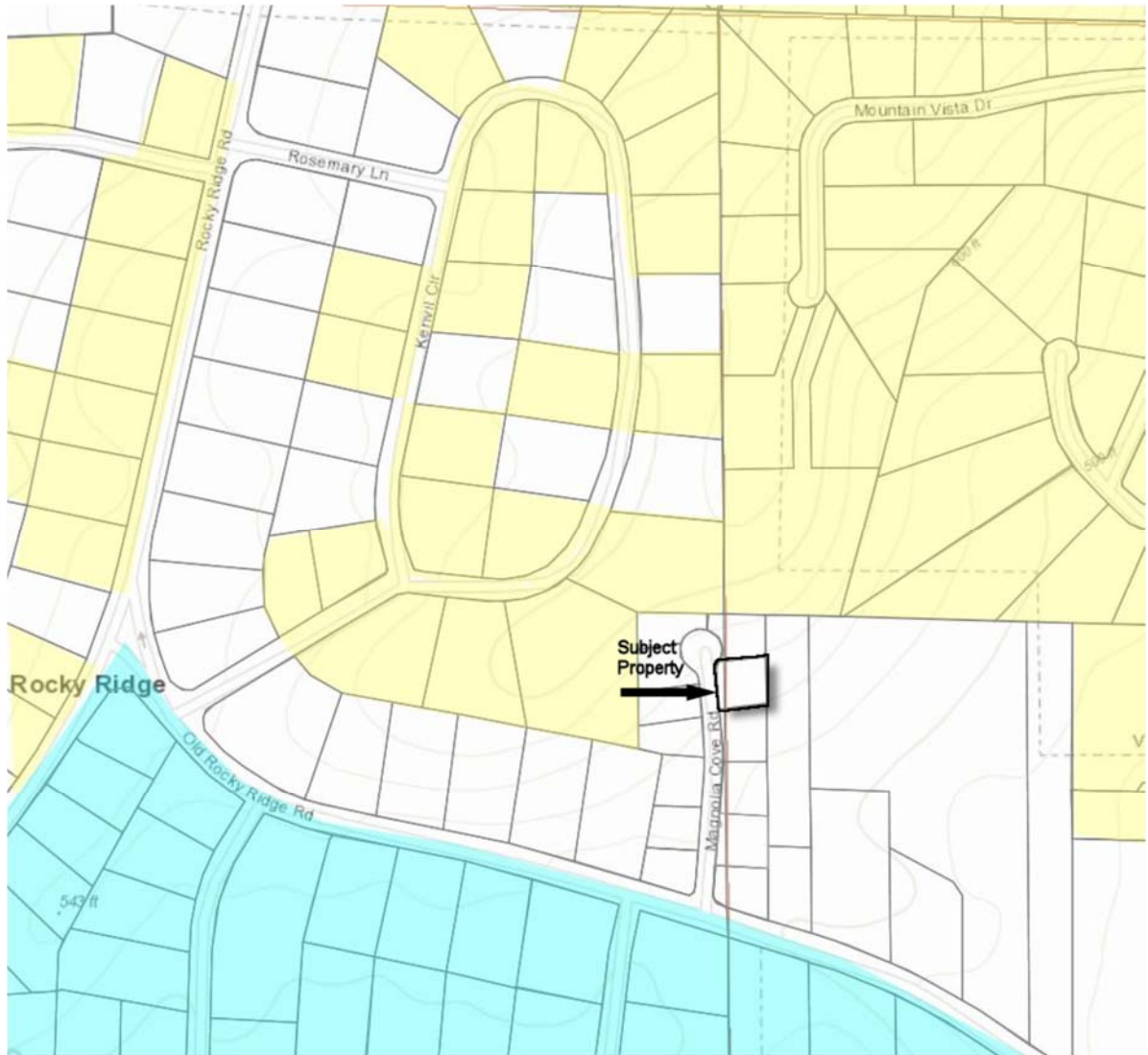
**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





**STATE OF ALABAMA**

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: 9/12/17

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.

**EXHIBIT "A"**

LOT: 9 of Magnolia Cove

BLOCK: 5

SURVEY: August 18, 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: Birmingham

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 9 of Magnolia Cove Estate



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>M. Cogen</u>	Lot <u>9</u> Block <u>5</u> Survey <u>Aug 18, 2006</u>
<u>Martin S. Cogen</u>	Lot <u>9</u> Block <u>5</u> Survey <u>Aug 18, 2006</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Martin S. Cogen 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.

M. Cogen  
Signature of Certifier

Subscribed and sworn before me this the 13 day of September, 2017.

Juan Lynn Longfellow  
Notary Public

My commission expires: 12/18/2017

**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): Martin + Elisa Cogen  
 Address: 2419 Magnolia Cove Rd.  
 City: B'ham State: AL Zip: 35243

**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
	<u>None</u>				
1.					
2.					
3.					
4.					
5.					
6.					

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

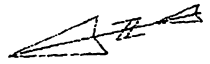
Jan 23 07 04:47P

RODNEY SHIFLETT

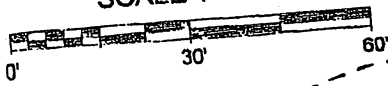
205-669-1205

2419 Magnolia Cove Lot 9

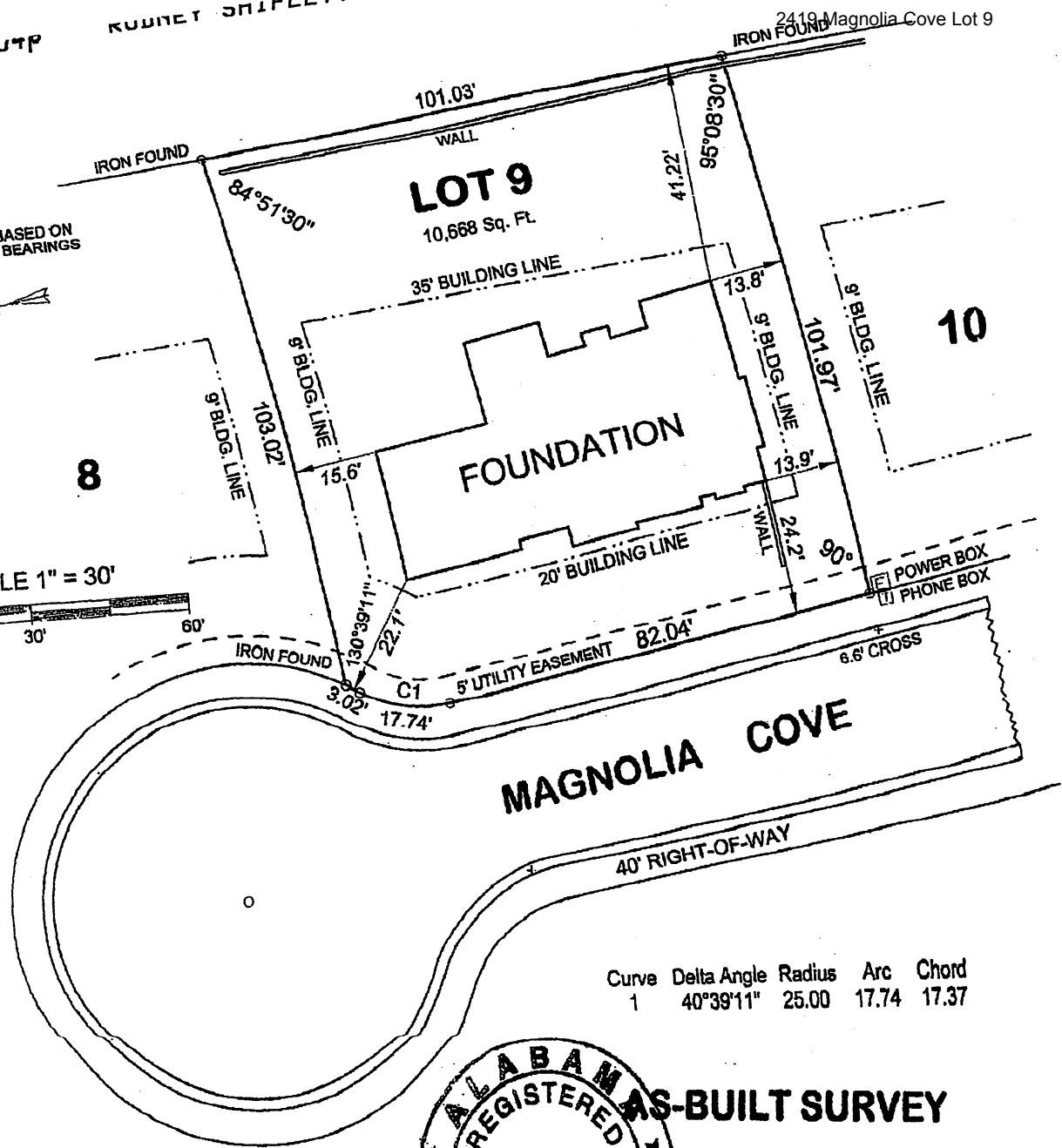
ASSUMED NORTH BASED ON SUBDIVISION PLAT BEARINGS



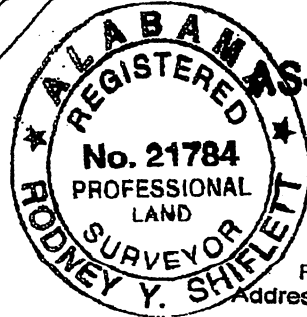
SCALE 1" = 30'



MSC



Curve	Delta Angle	Radius	Arc	Chord
1	40°39'11"	25.00	17.74	17.37



AS-BUILT SURVEY FOUNDATION

{ State of Alabama }  
{ Jefferson County }

Re: H.D.H CONSTRUCTION  
Address: MAGNOLIA COVE

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief. That there are no visible encroachments upon the subject lot within dedicated easements or rights of way; I further certify that I have consulted the Federal Insurance Administration's Flood Hazard Map (Panel or Map) for the area and have determined that the subject Lot is not in a special flood prone area.

Lot 9 of MAGNOLIA COVE ESTATES as recorded in Map Book 216, Page 78 in the office of the Judge of Probate of Jefferson County, Alabama

According to my survey this August 18, 2006.

*Rodney Shiflett*

Rodney Y. Shiflett Al. Reg. No. 21784

P.O. Box 204 Columbiana, Al. 35051  
Phone (205) 669-1205

Job #: 06649  
Dwg#: MAGC9.zak

**LEGEND**

	POWER BOX
	PHONE BOX
	CABLE TV
	FENCE LINE
	OVERHEAD UTILITY LINES

**RESOLUTION NUMBER 5134**

**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 November 13, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5134 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:

2415 Magnolia Cove  
Lot 10, Magnolia Cove Estates  
John and Lynda Gay, Owner(s)

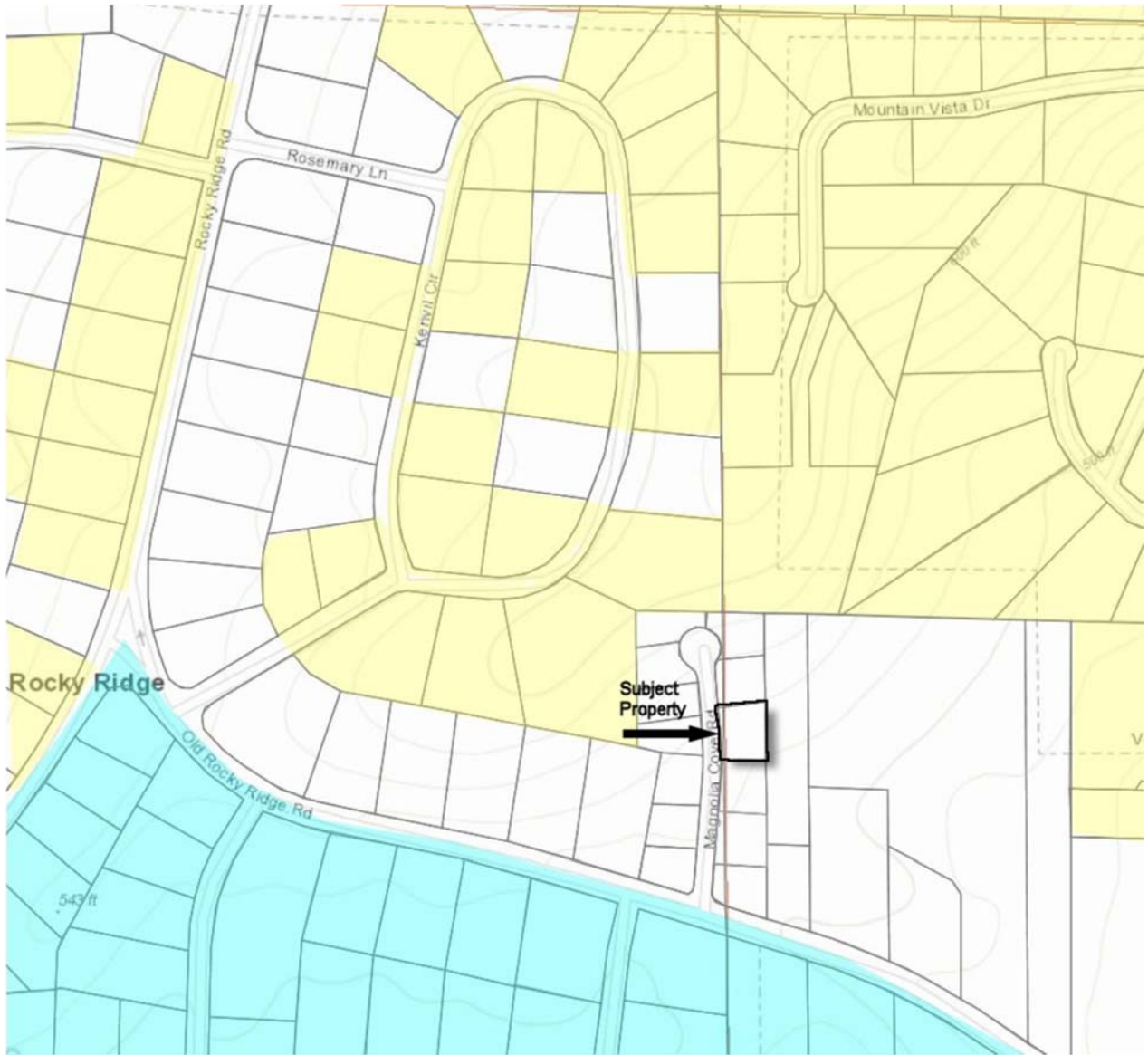
**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





STATE OF ALABAMA

Jefferson

COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: November 13, 2017

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.



**EXHIBIT "A"**

LOT: MAGNOLIA COVE 40-5-1<sup>1</sup>/<sub>2</sub> P LOT: 10 P

BLOCK: S

SURVEY: AUG 18 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: Jefferson R2

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

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 10 OF MAGNOLIA COVE ESTATE

**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**

Lynda & John Gay Lot 10 Block 5 Survey AUG 18, 2000

\_\_\_\_ Lot \_\_\_\_ Block \_\_\_\_ Survey \_\_\_\_

\_\_\_\_ Lot \_\_\_\_ Block \_\_\_\_ Survey \_\_\_\_

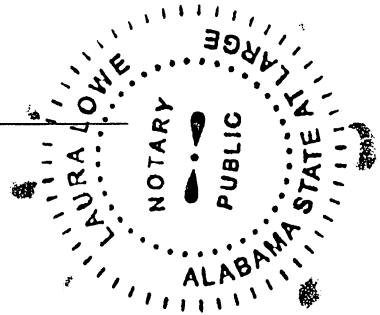
*(Use reverse side hereof for additional signatures and property descriptions, if needed).*

**STATE OF ALABAMA**

JEFFERSON COUNTY

Lynda Gay 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.

Lynda Gay  
Signature of Certifier



Subscribed and sworn before me this the 13<sup>th</sup> day of Nov-13, 2018.

Laura Lowe  
Notary Public

My commission expires: Nov-14, 2019

**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): John & Lynda Gay  
 Address: 2415 MAGNOLIA COVE RD.  
 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>NONE</i>				
2.					
3.					
4.					
5.					
6.					

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

**RESOLUTION NUMBER 5135**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5135 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:

2409 Magnolia Cove  
Lot 11, Magnolia Cove Estates  
David and Tammy Downard, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 1 000 023.003 [ 111-A+ ] Baths: 3.5 H/C Sqft: 2,732  
**OWNER:** DOWNARD DAVID T & TAMMY L 18-015.0 Bed Rooms: 4 Land Sch: G1  
**ADDRESS:** 274 AUTUMN RIDGE RD COLUMBIANA AL 35051-3367 Land: 113,000 Imp: 400,300 Total: 513,300  
**LOCATION:** 2409 MAGNOLIA COVE RD AL 35243 Acres: 0.000 Sales Info: 02/01/2011 \$440,000

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

Tax Year : 2018

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

**SUMMARY**

ASSESSMENT		VALUE	
PROPERTY CLASS:	2	OVER 65 CODE:	LAND VALUE 10%
EXEMPT CODE:		DISABILITY CODE:	LAND VALUE 20%
MUN CODE:	02 COUNTY	HS YEAR:	CURRENT USE VALUE [DEACTIVATED]
SCHOOL DIST:		EXM OVERRIDE AMT:	CLASS 2
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	BLDG 001 111
			CLASS 3
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$513,300]:	\$513,300
FOREST ACRES:	0	TAX SALE:	Assesment Override:
PREV YEAR VALUE:	\$457,300.00	BOE VALUE:	MARKET VALUE:
			CU VALUE:
			PENALTY:
			ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$102,660	\$667.29	\$0	\$667.29
COUNTY	2	2	\$102,660	\$1,385.91	\$0	\$1,385.91
SCHOOL	2	2	\$102,660	\$841.81	\$0	\$841.81
DIST SCHOOL	2	2	\$102,660	\$0.00	\$0	\$0.00
CITY	2	2	\$102,660	\$0.00	\$0	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00
SPC SCHOOL1	2	2	\$102,660	\$523.57	\$0	\$523.57
SPC SCHOOL2	2	2	\$102,660	\$1,724.69	\$0	\$1,724.69

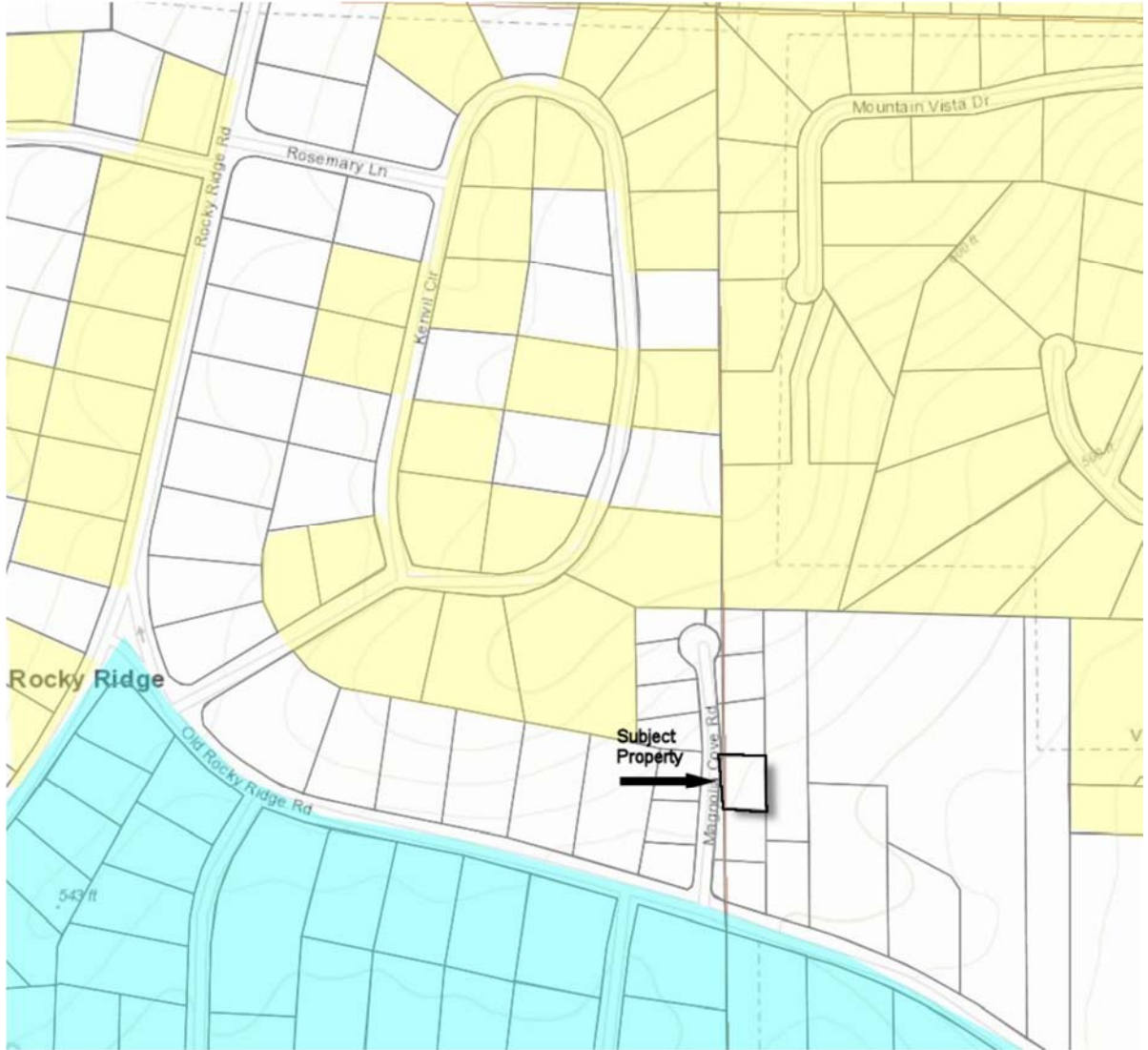
**ASSD. VALUE: \$102,660.00**      **\$5,143.27**      **GRAND TOTAL: \$5,143.27**  
**FULLY PAID**

**DEEDS**

**INSTRUMENT NUMBER**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">201101-27400</a>	02/02/2011	12/31/2018	2018	TAMMY DOWNARD	\$5,143.27
<a href="#">200613-3056</a>	07/28/2006	1/4/2018	2017	DOWNARD DAVID T & TAMMY	\$4,582.15
<a href="#">200007-618</a>	06/09/2000	11/4/2016	2016	DOWNARD TAMMY L	\$4,502.99
		1/18/2016	2015	-	\$4,502.99
		1/13/2015	2014	TAMMY DOWNARD	\$4,785.52
		1/15/2014	2013	DAVID OR TAMMY DOWNARD	\$4,454.86
		1/31/2013	2012	TAMMY DOWNARD	\$4,505.30



**STATE OF ALABAMA**

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

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: October 16, 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.



**EXHIBIT "A"**

LOT: 11

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

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

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

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 11 MAGNOLIA COVE ESTATE

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>Jimmy Downard</u>	Lot <u>11</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
<u>David Downard</u>	Lot <u>11</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
_____	Lot _____ Block _____ Survey _____

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

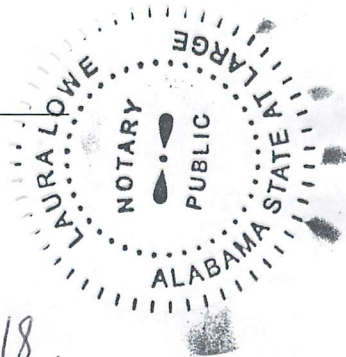
STATE OF ALABAMA

Jefferson COUNTY

David Downard 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.

David Downard

Signature of Certifier



Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018.

Laura Lowe

Notary Public

My commission expires: Nov. 14, 2019



**RESOLUTION NUMBER 5136**

**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 November 16, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5136 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:

2405 Magnolia Cove  
Lot 12, Magnolia Cove Estates  
Thomas and Jane Walker, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 1 000 023.002 [ 111-A0 ] Baths: 2.5 H/C Sqft: 3,486  
**OWNER:** WALKER THOMAS G & JANE E 18-015.0 Bed Rooms: 4 Land Sch: G1  
**ADDRESS:** 2405 MAGNOLIA COVE RD VESTAVIA AL 35243-2823 Land: 113,000 Imp: 445,200 Total: 558,200  
**LOCATION:** 2405 MAGNOLIA COVE RD AL 35243 Acres: 0.000 Sales Info: 05/01/2008 \$491,000

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

Tax Year : 2018

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

**SUMMARY**

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%
EXEMPT CODE:	2-2	DISABILITY CODE:	LAND VALUE 20%
MUN CODE:	02 COUNTY	HS YEAR:	CURRENT USE VALUE [DEACTIVATED]
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1
			CLASS 2
			CLASS 3
			BLDG 001 111
CLASS USE:		TOTAL MARKET VALUE	[APPR. VALUE: \$558,200]: \$558,200
FOREST ACRES:	0	TAX SALE:	Assesment Override:
PREV YEAR VALUE:	\$495,000.00	BOE VALUE:	0
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$55,820	\$362.83	\$4,000	\$26.00	\$336.83
COUNTY	3	2	\$55,820	\$753.57	\$2,000	\$27.00	\$726.57
SCHOOL	3	2	\$55,820	\$457.72	\$0	\$0.00	\$457.72
DIST SCHOOL	3	2	\$55,820	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$55,820	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$55,820	\$284.68	\$0	\$0.00	\$284.68
SPC SCHOOL2	3	2	\$55,820	\$937.78	\$0	\$0.00	\$937.78

TOTAL FEE & INTEREST: (Detail) \$5.00

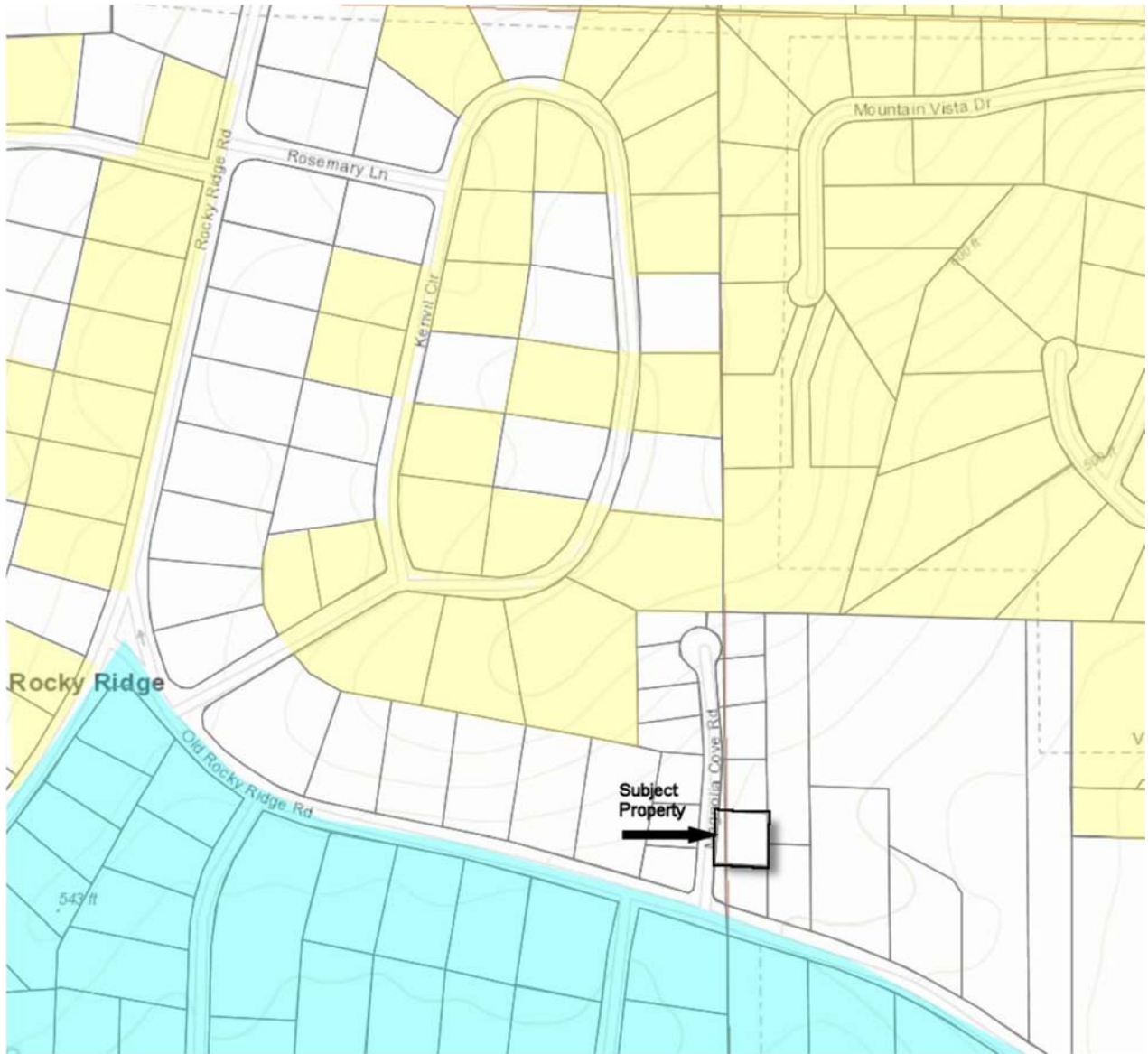
**ASSD. VALUE: \$55,820.00**      **\$2,796.58**      **GRAND TOTAL: \$2,748.58**  
**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">200806-2922</a>	05/08/2008	12/7/2018	2018	CORELOGIC INC	\$2,748.58
<a href="#">200007-618</a>	06/09/2000	11/17/2017	2017	CORE LOGIC INC	\$2,431.95
		11/21/2016	2016	CORELOGIC	\$2,392.87
		12/1/2015	2015	CORELOGIC INC	\$2,392.87
		12/2/2014	2014	CORELOGIC INC	\$2,541.17
		11/19/2013	2013	CORELOGIC INC	\$2,357.80
		11/21/2012	2012	CORELOGIC INC	\$2,357.31





STATE OF ALABAMA

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: Oct. 16, 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.



**EXHIBIT "A"**

LOT: 12 \_\_\_\_\_

BLOCK: 5 \_\_\_\_\_

SURVEY: AUG 18, 2006 \_\_\_\_\_

RECORDED IN MAP BOOK 214 , PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2 \_\_\_\_\_

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

LEGAL DESCRIPTION (METES AND BOUNDS): 2405 MAGNOLIA COVE RD  
LOT 12 MAGNOLIA COVE ESTATE

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>[Signature]</u>	Lot <u>12</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
<u>Mary Jane Walker</u>	Lot <u>12</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
_____	Lot _____ Block _____ Survey _____

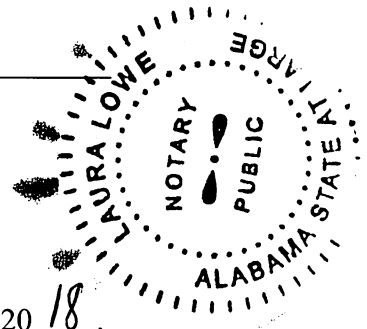
(Use reverse side hereof for additional signatures and property descriptions, if needed).

**STATE OF ALABAMA**

Jefferson COUNTY Thomas E. Walker

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

[Signature]  
Signature of Certifier



Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018.

Laura Lowe  
Notary Public

My commission expires: Nov. 14, 2019

**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): Thomas G + Mary Jane Walker  
 Address: 2405 Magnolia Cove Rd.  
 City: Birmingham State: AL Zip: 35243

**Information on Children:**

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

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

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

**RESOLUTION NUMBER 5137**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5137 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:

2401 Magnolia Cove  
Lot 13, Magnolia Cove Estates  
Chase Beard, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 1 000 023.001  
**OWNER:** ROCKY RIDGE LLC  
**ADDRESS:** 3528 LYNNGATE CIRCLE HOOVER AL 35216  
**LOCATION:** 2401 MAGNOLIA COVE RD AL 35243

Baths: **0.0** H/C Sqft: **0**  
 18-015.0 Bed Rooms: **0** Land Sch: **G1**  
 Land: **56,500** Imp: **0** Total: **56,500**  
 Acres: **0.000** Sales Info: **05/24/2018**  
**\$260,000**

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

Tax Year : 2018 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

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

**VALUE**

LAND VALUE 10% \$0  
 LAND VALUE 20% \$56,500  
 CURRENT USE VALUE [DEACTIVATED] \$0  
 TOTAL MARKET VALUE [APPR. VALUE: \$56,500]: \$56,500  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**CLASS USE:**

FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$60,500.00 BOE VALUE: 0

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$11,300	\$73.45	\$0	\$0.00	\$73.45
COUNTY	2	2	\$11,300	\$152.55	\$0	\$0.00	\$152.55
SCHOOL	2	2	\$11,300	\$92.66	\$0	\$0.00	\$92.66
DIST SCHOOL	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$11,300	\$57.63	\$0	\$0.00	\$57.63
SPC SCHOOL2	2	2	\$11,300	\$189.84	\$0	\$0.00	\$189.84

**ASSD. VALUE: \$11,300.00**

**\$566.13**

**GRAND TOTAL: \$566.13**

**FULLY PAID**

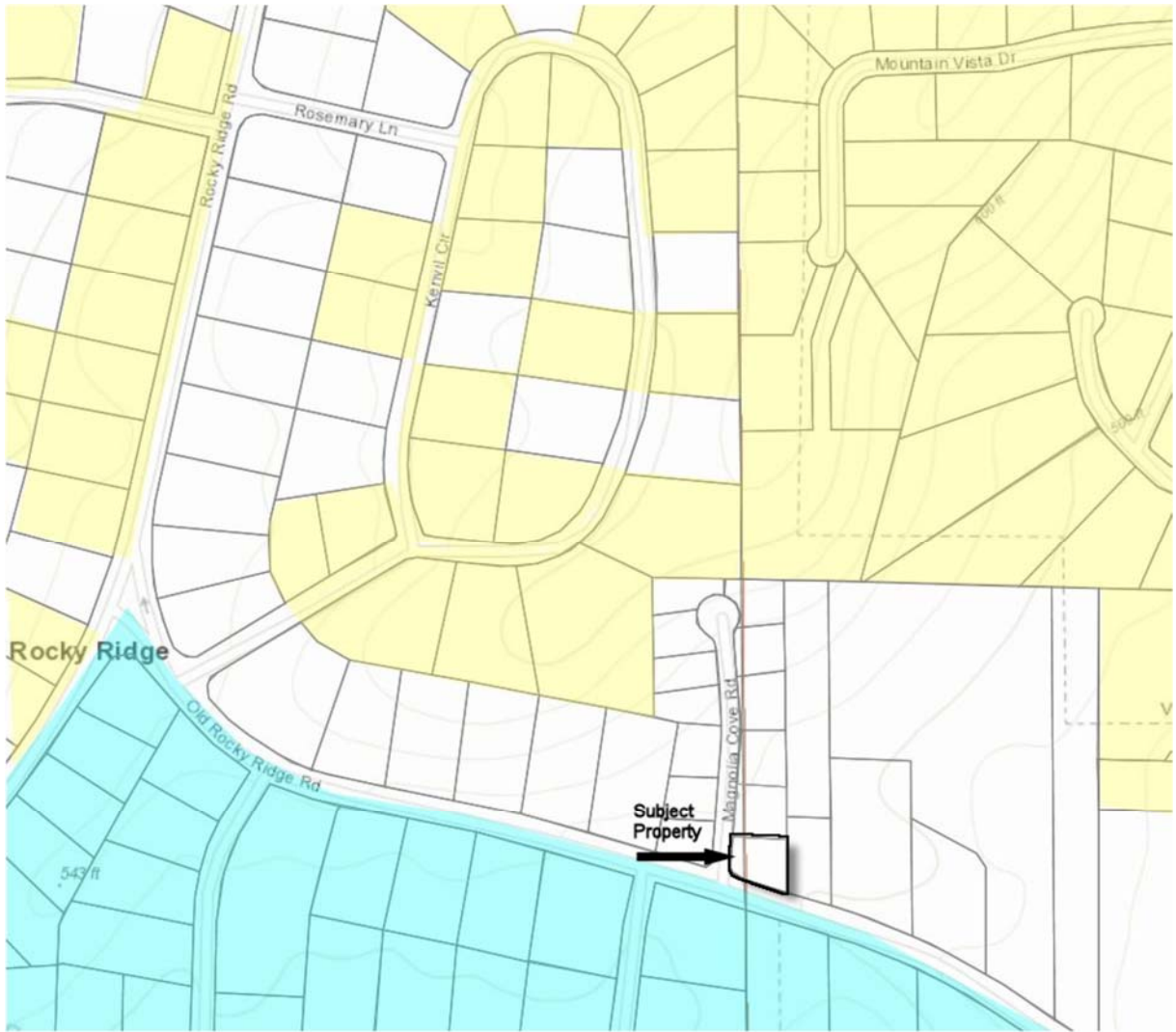
**DEEDS**

**INSTRUMENT NUMBER**

[2018054175](#)  
[200007-618](#)

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
5/24/2018	1/3/2019	2018	CRB CONSTRUCTION LLC	\$566.13
06/09/2000	1/4/2018	2017	STEPHENS BROTHERS PARTNERS	\$606.21
	1/11/2017	2016	-	\$566.13
	12/29/2015	2015	STEPHENS BROTHERS PARTNERS	\$566.13
	1/17/2015	2014	-	\$581.13
	1/8/2014	2013	-	\$581.13
	2/27/2013	2012	STEPHENS BROTHERS PARTNERS	\$596.84
	20111231	2011	***	\$581.13



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Nov 19, 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.



**EXHIBIT "A"**

LOT: 1, 5, 6, 7, 8, + 13

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 266, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

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


LEGAL DESCRIPTION (METES AND BOUNDS):

LOT(S) 1, 5, 6, 7, 8, + 13 MAGNOLIA COVE ESTATE

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**

	1,5,6,7,8, & 13 Lot _____ Block <u>5</u> Survey <u>AUG 18, 2000</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

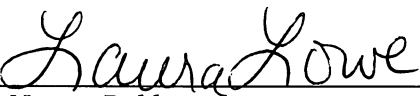
**STATE OF ALABAMA**

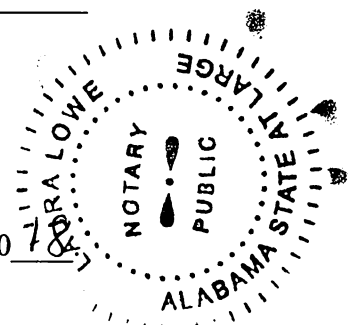
JEFFERSON COUNTY

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

  
\_\_\_\_\_  
Signature of Certifier

Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018

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



My commission expires: Nov. 14, 2019

**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): CHARLES BEARD (CRB CONSTRUCTION)

Address: 3528 LYNNGATE CIR

City: HOOVER State: AL Zip: 35226

**Information on Children:**

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

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

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

**RESOLUTION NUMBER 5138**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5138 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:

2400 Magnolia Cove  
Lot 1, Magnolia Cove Estates  
Chase Beard, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 2 001 022.001  
**OWNER:** ROCKY RIDGE LLC  
**ADDRESS:** 3528 LYNNGATE CIRCLE HOOVER AL 35216  
**LOCATION:** 2400 MAGNOLIA COVE RD AL 35243

Baths: **0.0** H/C Sqft: **0**  
**18-015.0** Bed Rooms: **0** Land Sch: **G1**  
 Land: **56,500** Imp: **0** Total: **56,500**  
 Acres: **0.000** Sales Info: **05/24/2018**  
**\$260,000**

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

ASSESSMENT		VALUE
PROPERTY CLASS: 2	OVER 65 CODE:	LAND VALUE 10% \$0
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20% \$56,500
MUN CODE: 02	COUNTYHS YEAR: 0	CURRENT USE VALUE [DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE \$0.00	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$56,500]: \$56,500
FOREST ACRES: 0	TAX SALE:	Assesment Override:
PREV YEAR VALUE: \$60,500.00	BOE VALUE: 0	MARKET VALUE:
		CU VALUE:
		PENALTY:
		ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$11,300	\$73.45	\$0	\$0.00	\$73.45
COUNTY	2	2	\$11,300	\$152.55	\$0	\$0.00	\$152.55
SCHOOL	2	2	\$11,300	\$92.66	\$0	\$0.00	\$92.66
DIST SCHOOL	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$11,300	\$57.63	\$0	\$0.00	\$57.63
SPC SCHOOL2	2	2	\$11,300	\$189.84	\$0	\$0.00	\$189.84

**ASSD. VALUE: \$11,300.00**      **\$566.13**      **GRAND TOTAL: \$566.13**  
**FULLY PAID**

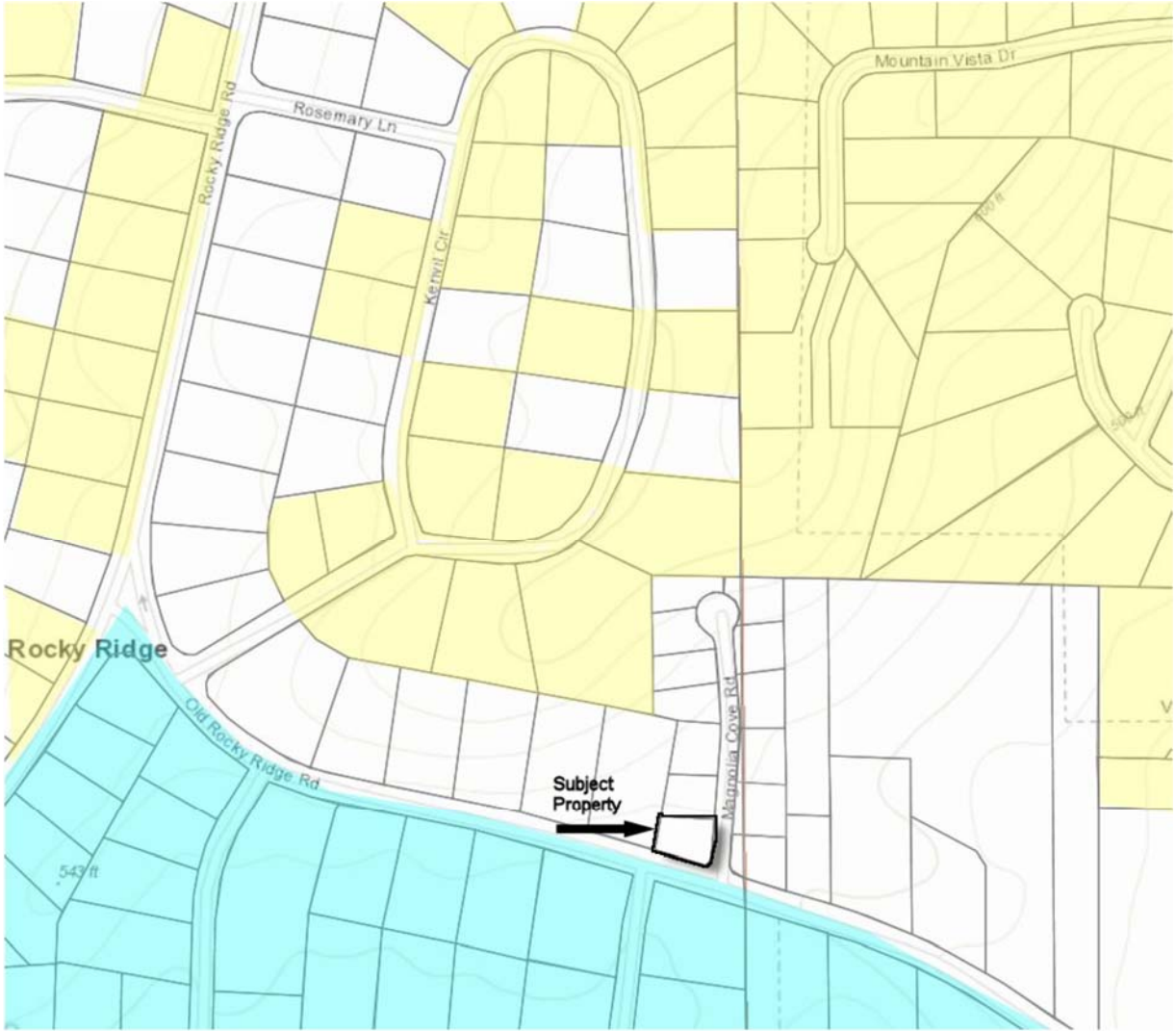
**DEEDS**

**INSTRUMENT NUMBER**

[2018054175](#)  
[200511-890](#)

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
5/24/2018	1/3/2019	2018	CRB CONSTRUCTION LLC	\$566.13
08/04/2005	1/4/2018	2017	STEPHENS BROTHERS PARTNERS	\$606.21
	1/11/2017	2016	-	\$566.13
	12/29/2015	2015	STEPHENS BROTHERS PARTNERS	\$566.13
	1/17/2015	2014	-	\$581.13
	1/8/2014	2013	-	\$581.13
	2/27/2013	2012	STEPHENS BROTHERS PARTNERS	\$591.84
	20111231	2011	***	\$581.13



STATE OF ALABAMA

JEFFERSON COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: Nov 19, 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.



**EXHIBIT "A"**

LOT: 1, 5, 6, 7, 8, + 13

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 266, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

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


LEGAL DESCRIPTION (METES AND BOUNDS):

LOT(S) 1, 5, 6, 7, 8, + 13 MAGNOLIA COVE ESTATE

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**

	1,5,6,7,8, & 13 Lot _____ Block <u>5</u> Survey <u>AUG 18, 2000</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

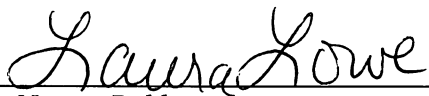
**STATE OF ALABAMA**

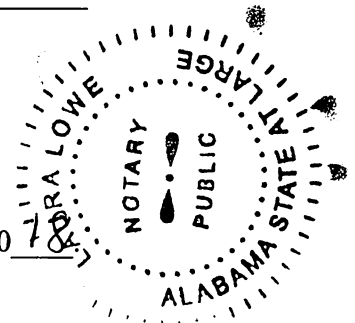
JEFFERSON COUNTY

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

  
\_\_\_\_\_  
Signature of Certifier

Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018

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



My commission expires: Nov. 14, 2019

**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): CHARLES BEARD (CRB CONSTRUCTION)

Address: 3528 LYNNGATE CIR

City: HOOVER State: AL Zip: 35226

**Information on Children:**

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

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

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

**RESOLUTION NUMBER 5139**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5139 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:

2404 Magnolia Cove  
Lot 2, Magnolia Cove Estates  
Randel Walker, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 2 001 022.002 [ 111-A0 ] Baths: 3.5 H/C Sqft: 2,529  
**OWNER:** WALKER RANDEL 18-015.0 Bed Rooms: 4 Land Sch: G1  
**ADDRESS:** 2404 MAGNOLIA COVE RD VESTAVIA AL 35243-2823 Land: 113,000 Imp: 347,100 Total: 460,100  
**LOCATION:** 2404 MAGNOLIA COVE RD AL 35243 Acres: 0.000 Sales Info: 07/01/2009 \$380,000

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

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

**VALUE**

LAND VALUE 10% \$113,000  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 BLDG 001 111 \$347,100

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$412,600.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$460,100]: \$460,100  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$46,020	\$299.13	\$4,000	\$26.00	\$273.13
COUNTY	3	2	\$46,020	\$621.27	\$2,000	\$27.00	\$594.27
SCHOOL	3	2	\$46,020	\$377.36	\$0	\$0.00	\$377.36
DIST SCHOOL	3	2	\$46,020	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$46,020	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$46,020	\$234.70	\$0	\$0.00	\$234.70
SPC SCHOOL2	3	2	\$46,020	\$773.14	\$0	\$0.00	\$773.14

TOTAL FEE & INTEREST: (Detail) \$501.60

ASSD. VALUE: \$46,020.00

\$2,305.60

GRAND TOTAL: \$2,754.20

FULLY PAID

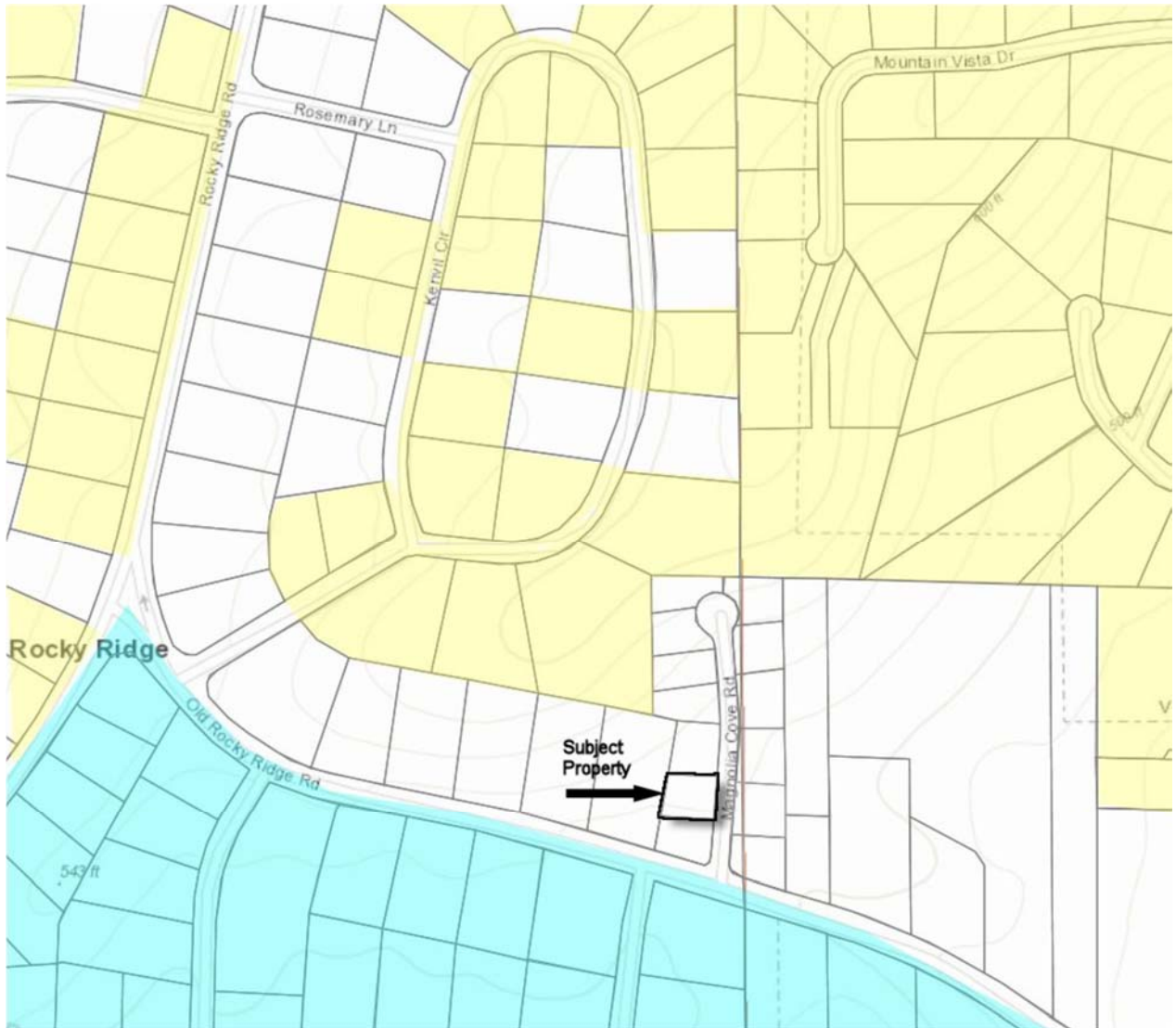
**DEEDS**

**INSTRUMENT NUMBER**

[200909-9530](#)  
[200613-7726](#)  
[200511-890](#)  
[200613-7726](#)

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
07/28/2009	11/14/2018	2018	WELLS FARGO HOME MORTGAGE	\$2,754.20
04/10/2006	11/29/2017	2017	WELLS FARGO HOME MORTGAGE	\$2,019.13
08/04/2005	11/16/2016	2016	WELLS FARGO	\$2,456.67
	11/20/2015	2015	WELLS FARGO	\$2,445.06
	12/8/2014	2014	WELLS FARGO HOME MORTGAGE	\$2,536.36
	12/11/2013	2013	WELLS FARGO	\$2,400.97



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Oct 16, 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.



**EXHIBIT "A"**

LOT: ~~0~~ 2 \_\_\_\_\_

BLOCK: 5 \_\_\_\_\_

SURVEY: AUGUST 18, 2006 \_\_\_\_\_

RECORDED IN MAP BOOK 216, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2 \_\_\_\_\_

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

LEGAL DESCRIPTION (METES AND BOUNDS): 2404 MAGNOLIA COVE RD  
LOT 2 MAGNOLIA COVE ESTATE

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

Randel & Deborah Walker at 2 Block 5 Survey A4018, 2000

\_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_

\_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_

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

STATE OF ALABAMA

JEFFERSON COUNTY

RANDEL WALKER 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.

Randel F Walker  
Signature of Certifier



Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018.

Laura Lowe  
Notary Public

My commission expires: Nov. 14, 2019

**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): Randel & Debbie Walker  
 Address: 2404 Magnolia Cove Road  
 City: Birmingham State: AL Zip: 35243

**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
1.	None				
2.					
3.					
4.					
5.					
6.					

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

**RESOLUTION NUMBER 5140**

**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 November 13, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5140 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:

2408 Magnolia Cove  
Lot 3, Magnolia Cove Estates  
David C. and Jenice M. Adcock, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 2 001 022.003 [ 111-A0 ] Baths: 3.5 H/C Sqft: 3,262  
**OWNER:** ADCOCK DAVID C & JENICE M 18-015.0 Bed Rooms: 4 Land Sch: G1  
**ADDRESS:** 2408 MAGNOLIA COVE RD VESTAVIA AL 35243-2823 Land: 113,000 Imp: 499,400 Total: 612,400  
**LOCATION:** 2408 MAGNOLIA COVE RD AL 35243 Acres: 0.000 Sales Info: 06/01/2007 \$520,000

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

Tax Year : 2018

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

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE: X  
 EXEMPT CODE: 5-5 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$113,000  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
**CLASS 2**  
**CLASS 3**  
 BLDG 001 111 \$499,400

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$540,600.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$612,400]: \$612,400  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$61,240	\$398.06	\$61,240	\$398.06	\$0.00
COUNTY	3	2	\$61,240	\$826.74	\$61,240	\$826.74	\$0.00
SCHOOL	3	2	\$61,240	\$502.17	\$61,240	\$502.17	\$0.00
DIST SCHOOL	3	2	\$61,240	\$0.00	\$61,240	\$0.00	\$0.00
CITY	3	2	\$61,240	\$0.00	\$61,240	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$61,240	\$312.32	\$61,240	\$312.32	\$0.00
SPC SCHOOL2	3	2	\$61,240	\$1,028.83	\$61,240	\$1,028.83	\$0.00

**ASSD. VALUE: \$61,240.00**      **\$3,068.12**      **GRAND TOTAL: \$0.00**  
**FULLY PAID**

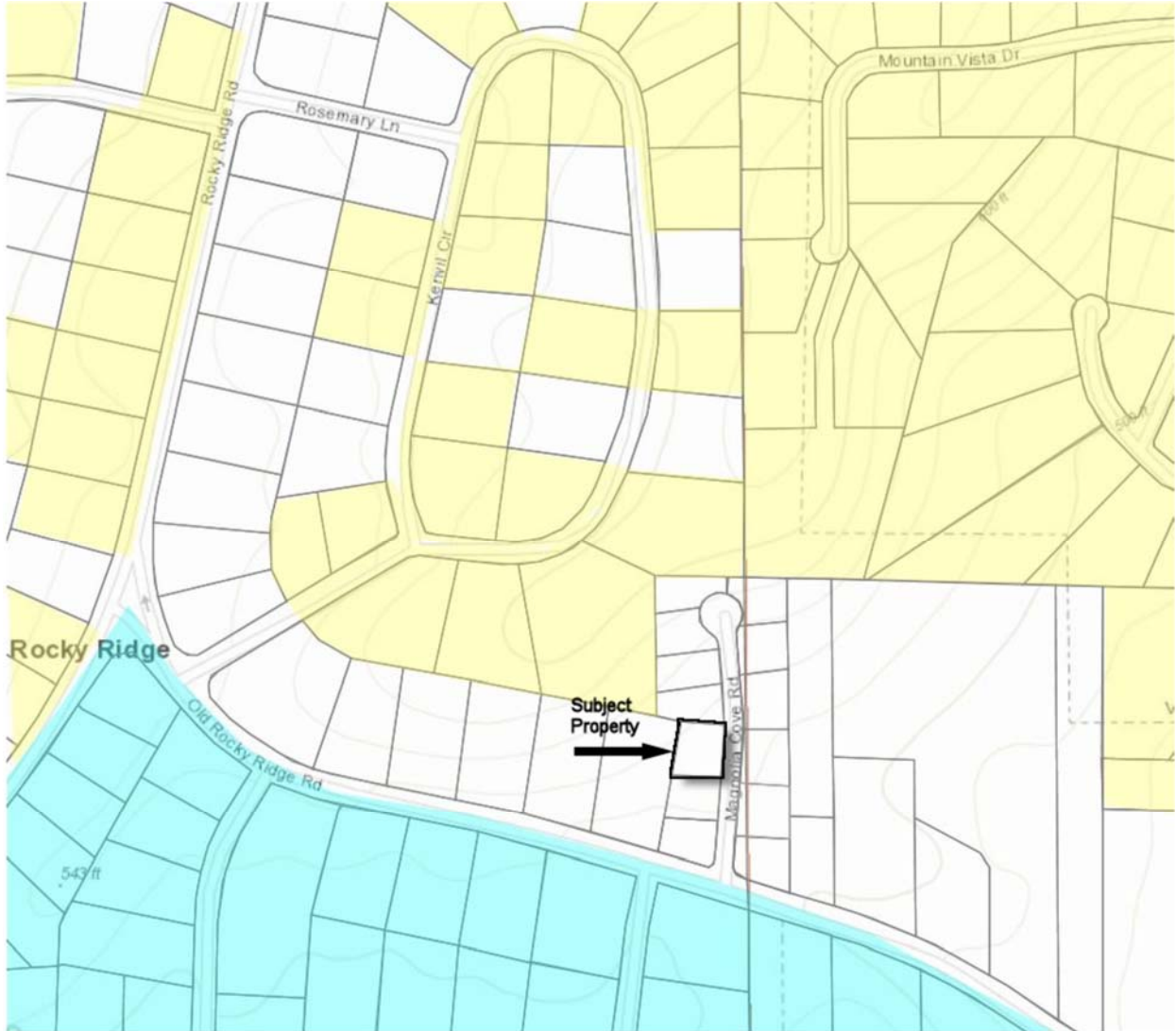
**DEEDS**

**INSTRUMENT NUMBER**

[200710-9179](#)  
[200511-890](#)

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
06/21/2007		2018		\$0.00
08/04/2005		2017		\$0.00
	12/21/2016	2016	ADCOCK DAVID	\$2,296.01
	12/15/2015	2015	JENICE M. ADCOCK	\$2,621.33
	1/7/2015	2014	JENICE M. ADCOCK	\$2,788.66
	12/11/2013	2013	-	\$2,582.25
	12/31/2012	2012	ADCOCK JENICE M	\$2,581.76
	20111212	2011	***	\$2,563.72



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition:

Nov. 13, 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.



**EXHIBIT "A"**

LOT: 3

BLOCK: ~~000~~ 5

SURVEY: AUGUST 18, 2010

RECORDED IN MAP BOOK 216, PAGE ~~77~~ 78 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: R2

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

LEGAL DESCRIPTION (METES AND BOUNDS): 2408 MAGNOLIA COVE RD  
LOT 3 OF MAGNOLIA COVE ESTATE

**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>David C. Adcock</u>	Lot <u>3</u>	Block <u>5</u>	Survey <u>A4618, 2006</u>
<u>Jenna M Adcock</u>	Lot <u>3</u>	Block <u>5</u>	Survey <u>A4618, 2006</u>
_____	Lot _____	Block _____	Survey _____

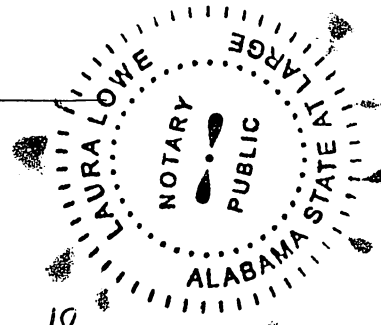
*(Use reverse side hereof for additional signatures and property descriptions, if needed).*

**STATE OF ALABAMA**

Jefferson COUNTY

DAVID C. ADCOCK 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.

David C. Adcock  
*Signature of Certifier*



Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018.

Laura Lowe  
*Notary Public*

My commission expires: Nov. 14, 2019

**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): David and Jenice Adcock

Address: 2408 Magnolia Cove Road

City: Birmingham State: AL Zip: 35243

**Information on Children:**

*N/A*

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

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

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

**RESOLUTION NUMBER 5141**

**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 November 13, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5141 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:

2412 Magnolia Cove  
Lot 4, Magnolia Cove Estates  
Frank and Phyllis Hamrick, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 2 001 022.004  
**OWNER:** HAMRICK FRANK & PHYLLIS  
**ADDRESS:** 2412 MAGNOLIA COVE RD VESTAVIA AL 35243-2823  
**LOCATION:** 2412 MAGNOLIA COVE RD AL 35243

[ 111-A0 ] Baths: 3.5 H/C Sqft: 2,881  
 18-015.0 Bed Rooms: 4 Land Sch: G1  
 Land: 113,000 Imp: 408,400 Total: 521,400  
 Acres: 0.000 Sales Info: 07/01/2011  
**\$375,000**

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

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%
EXEMPT CODE:	2-2	DISABILITY CODE:	LAND VALUE 20%
MUN CODE:	02 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1
			<u>CLASS 2</u>
			<u>CLASS 3</u>
			BLDG 001 111
CLASS USE:		TOTAL MARKET VALUE	[APPR. VALUE: \$521,400]: \$521,400
FOREST ACRES:	0	TAX SALE:	Assesment Override:
PREV YEAR VALUE:	\$464,100.00	BOE VALUE:	0
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$52,140	\$338.91	\$4,000	\$26.00	\$312.91
COUNTY	3	2	\$52,140	\$703.89	\$2,000	\$27.00	\$676.89
SCHOOL	3	2	\$52,140	\$427.55	\$0	\$0.00	\$427.55
DIST SCHOOL	3	2	\$52,140	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$52,140	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$52,140	\$265.91	\$0	\$0.00	\$265.91
SPC SCHOOL2	3	2	\$52,140	\$875.95	\$0	\$0.00	\$875.95

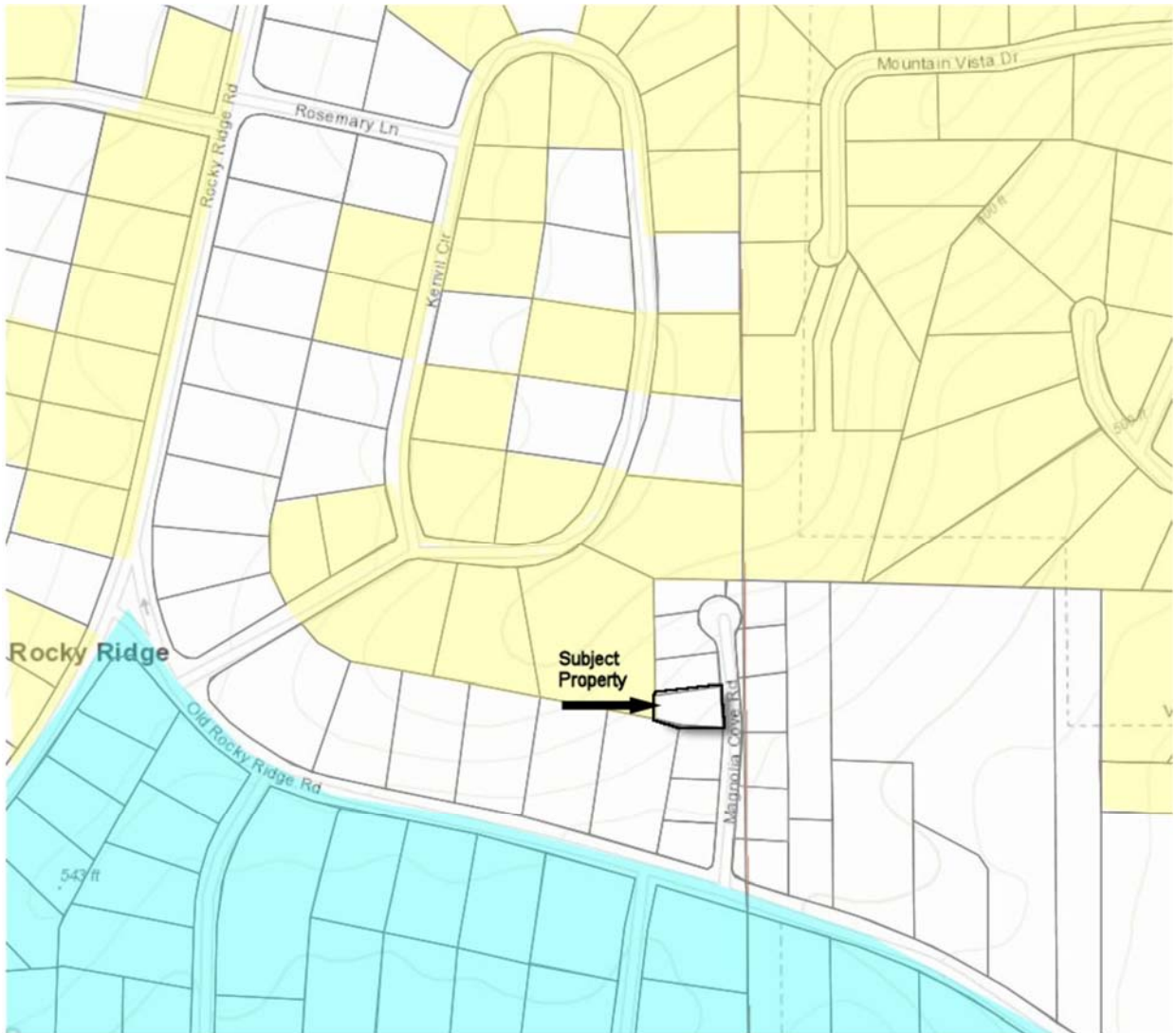
TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$52,140.00**      **\$2,612.21**      **GRAND TOTAL: \$2,564.21**  
**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">201106-9316</a>	07/28/2011	12/7/2018	2018	CORELOGIC INC	\$2,564.21
<a href="#">200909-1723</a>	08/31/2009	11/17/2017	2017	CORE LOGIC INC	\$2,277.64
<a href="#">200713-20377</a>	07/25/2007	11/21/2016	2016	CORELOGIC	\$2,237.56
<a href="#">200511-890</a>	08/04/2005	12/1/2015	2015	CORELOGIC INC	\$2,237.56
		12/2/2014	2014	CORELOGIC INC	\$2,374.84
		11/19/2013	2013	CORELOGIC INC	\$2,205.50
		11/21/2012	2012	CORELOGIC INC	\$2,205.50



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition:

Nov 13, 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.



**EXHIBIT "A"**

LOT: 4

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 214, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

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

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 4 Magnolia Cove Estate

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**

Phyllis Hamrick Lot 4 Block 5 Survey Aug 18, 2000

\_\_\_\_ Lot \_\_\_\_ Block \_\_\_\_ Survey \_\_\_\_\_

\_\_\_\_ Lot \_\_\_\_ Block \_\_\_\_ Survey \_\_\_\_\_

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

**STATE OF ALABAMA**

JEFFERSON COUNTY

PHYLLIS HAMRICK 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.

Phyllis Hamrick  
Signature of Certifier



Subscribed and sworn before me this 24<sup>th</sup> day of October, 2018.

Laura Lowe  
Notary Public

My commission expires: Nov. 14, 2019

**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): Phyllis Hamrick

Address: 2412 Magnolia Cove Road

City: Birmingham State: Al Zip: 35243

**Information on Children:**

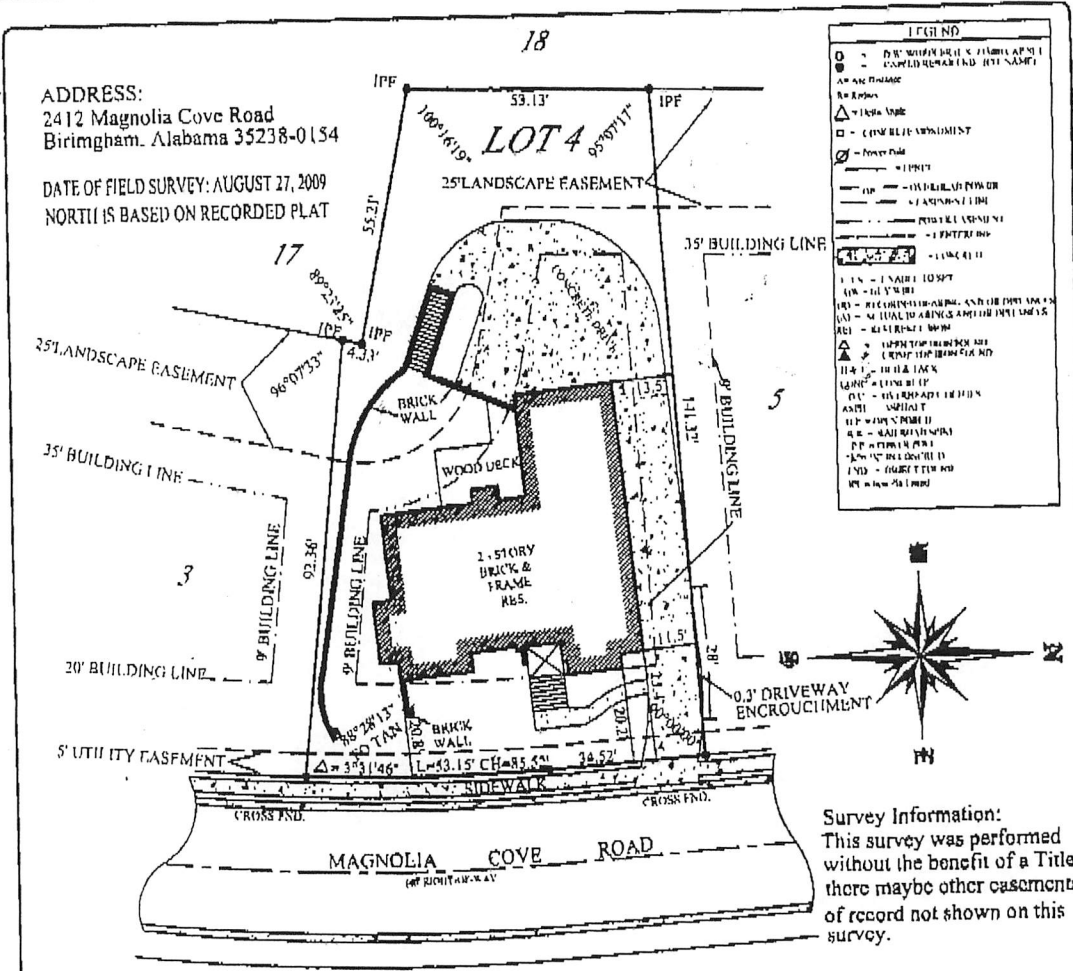
**Plan to Enroll In  
Vestavia Hills School?**

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

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

ADDRESS:  
2412 Magnolia Cove Road  
Birmingham, Alabama 35238-0154

DATE OF FIELD SURVEY: AUGUST 27, 2009  
NORTH IS BASED ON RECORDED PLAT



Survey Information:  
This survey was performed  
without the benefit of a Title  
there maybe other easements  
of record not shown on this  
survey.



Seller: First Commercial Bank  
Purchaser: Yu

As-Built Survey or Closing Survey

TO ALL INTERESTED PARTIES:

STATE OF ALABAMA  
JEFFERSON COUNTY

SCALE: 1" = 30'

I, Donald W. Wheeler, hereby state that 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.

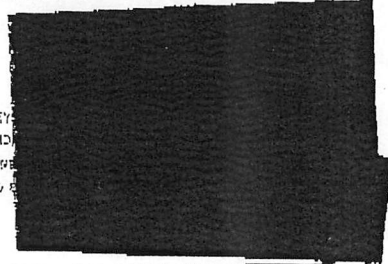
Lot 4, according to MAGNOLIA COVE ESTATES Subdivision, as the same appears of record in the Office of the Judge of Probate, Jefferson County, Alabama, in Map Book 216, Page 78.

That there are no rights-of-way, easements, joint driveways or encroachments, over or across said land, visible on the surface or shown on recorded map, except as shown; that this survey shows the improvements located on said property; and that there are no electrical or telephone wires, (excluding wire which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said property, except as shown; and that the property is not located in a special hazard area and is shown in a Zone "x" on the Flood Insurance Rate Map for this area.

GIVEN UNDER MY HAND AND SEAL, this the 27th day of August, 2009.

*Donald W. Wheeler*  
DONALD W. WHEELER ALABAMA REG. NO. 22340

THIS SURVEY  
IS NOT VALID  
UNLESS IT IS  
PROCESSED



**Trademark Engineering Services, Inc.**  
Engineering & Land Surveying & Construction Consultants  
P.O. BOX 80844 BIRMINGHAM, ALABAMA 35288  
OFFICE: (205) 977-0244 • FAX: (205) 977-0244  
www.trademarkeng.com

AS-BUILT / CLOSING SURVEY  
**LOT 4, MAGNOLIA COVE ESTATES SUBDIVISION**  
JEFFERSON COUNTY, ALABAMA

**RESOLUTION NUMBER 5142**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5142 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:

2416 Magnolia Cove  
Lot 5, Magnolia Cove Estates  
Kay Watkins, Owner(s)

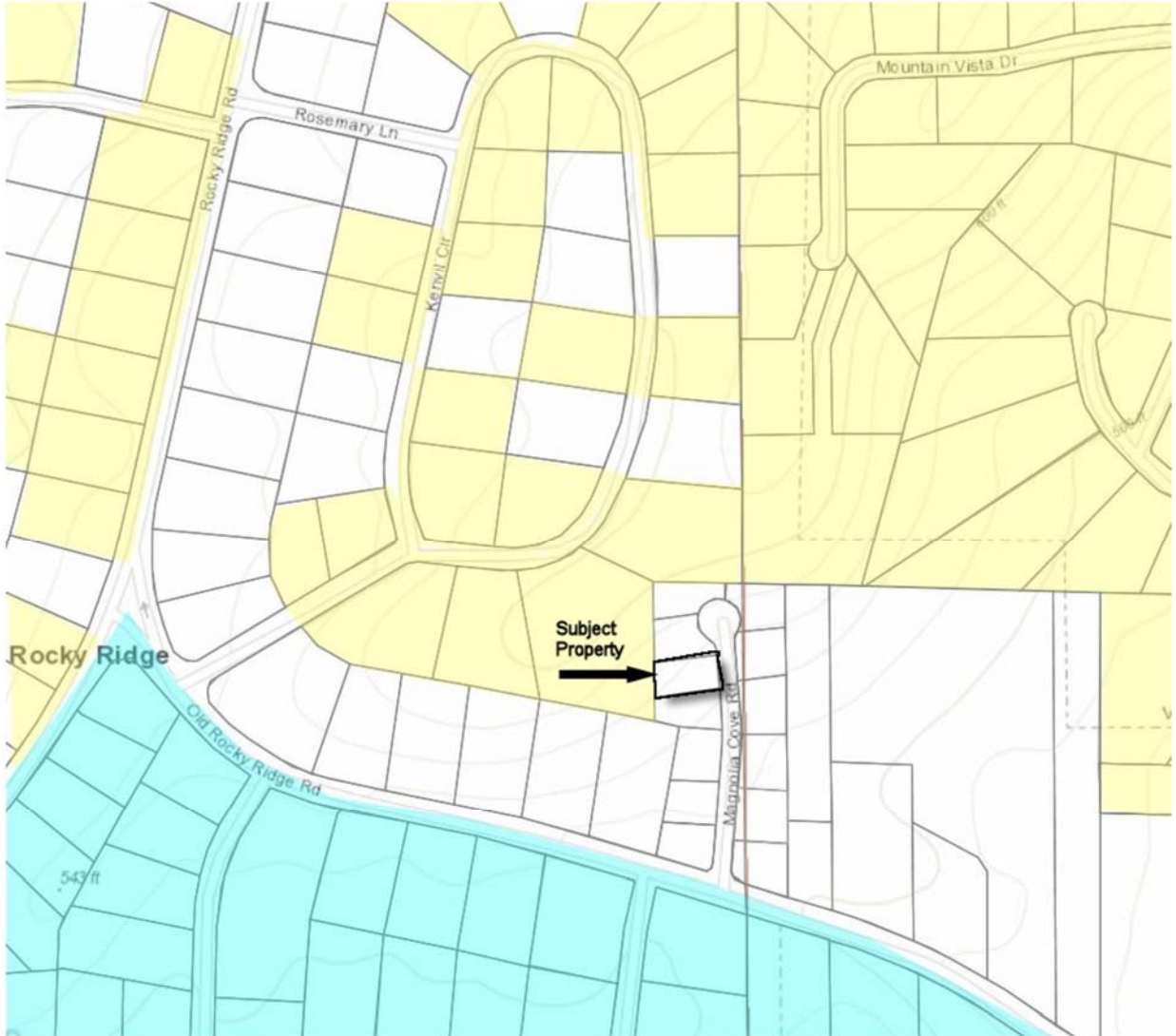
**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk







STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2/25/19

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.

**EXHIBIT "A"**

LOT: 5

BLOCK: 5

SURVEY: ~~XXXXXX~~ AUG 18, 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

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

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 5 MAGNOLIA COVE ESTATES

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>Koy Watkins</u>	Lot <u>5</u> Block <u>5</u> Survey <u>AUG 18, 2006</u>
	Lot _____ Block _____ Survey _____
	Lot _____ Block _____ Survey _____

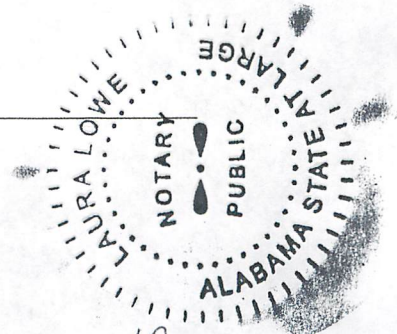
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

Koy Watkins 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.

Koy Watkins  
Signature of Certifier



Subscribed and sworn before me this the 25<sup>th</sup> day of February, 2019.

Laura Lowe  
Notary Public

My commission expires: Nov. 14, 2019





**RESOLUTION NUMBER 5143**

**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 November 19, 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 11th day of March, 2019; 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 15th day of March, 2019.

2. That on the 24th day of June, 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 5143 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:

2420 Magnolia Cove  
Lot 6, Magnolia Cove Estates  
Chase Beard, Owner(s)

**APPROVED and ADOPTED** this the 11th day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**PARCEL #:** 40 00 05 2 001 022.006  
**OWNER:** ROCKY RIDGE LLC  
**ADDRESS:** 3528 LYNNGATE CIRCLE HOOVER AL 35216  
**LOCATION:** 2420 MAGNOLIA COVE RD AL 35243

Baths: **0.0** H/C Sqft: **0**  
 18-015.0 Bed Rooms: **0** Land Sch: **G1**  
 Land: **56,500** Imp: **0** Total: **56,500**  
 Acres: **0.000** Sales Info: **05/24/2018**  
**\$260,000**

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

Tax Year : 2018 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

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

**VALUE**

LAND VALUE 10% \$0  
 LAND VALUE 20% \$56,500  
 CURRENT USE VALUE [DEACTIVATED] \$0  
 TOTAL MARKET VALUE [APPR. VALUE: \$56,500]: \$56,500  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$60,500.00 BOE VALUE: 0

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$11,300	\$73.45	\$0	\$0.00	\$73.45
COUNTY	2	2	\$11,300	\$152.55	\$0	\$0.00	\$152.55
SCHOOL	2	2	\$11,300	\$92.66	\$0	\$0.00	\$92.66
DIST SCHOOL	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$11,300	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$11,300	\$57.63	\$0	\$0.00	\$57.63
SPC SCHOOL2	2	2	\$11,300	\$189.84	\$0	\$0.00	\$189.84

**ASSD. VALUE: \$11,300.00** **\$566.13** **GRAND TOTAL: \$566.13**  
**FULLY PAID**

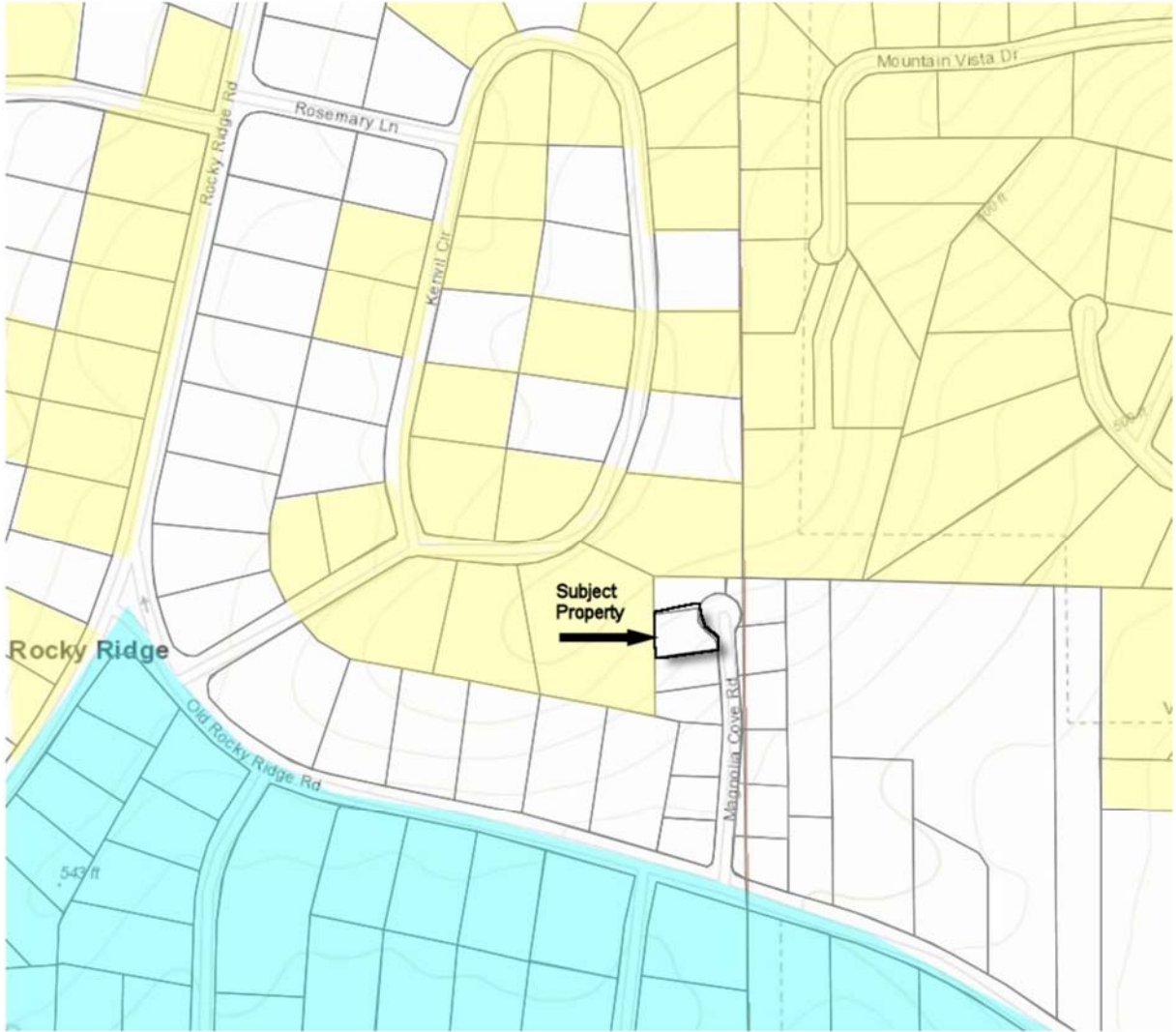
**DEEDS**

**INSTRUMENT NUMBER**

[2018054175](#)  
[200511-890](#)

**PAYMENT INFO**

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
5/24/2018	1/3/2019	2018	CRB CONSTRUCTION LLC	\$566.13
08/04/2005	1/4/2018	2017	STEPHENS BROTHERS PARTNERS	\$606.21
	1/11/2017	2016	-	\$566.13
	12/29/2015	2015	STEPHENS BROTHERS PARTNERS	\$566.13
	1/17/2015	2014	-	\$581.13
	1/8/2014	2013	-	\$581.13
	2/27/2013	2012	STEPHENS BROTHERS PARTNERS	\$591.84
	20111231	2011	***	\$581.13





STATE OF ALABAMA

JEFFERSON COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: Nov 19, 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.

**EXHIBIT "A"**

LOT: 1, 5, 6, 7, 8, + 13

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 266, PAGE 78 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

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


LEGAL DESCRIPTION (METES AND BOUNDS):

LOT(S) 1, 5, 6, 7, 8, + 13 MAGNOLIA COVE ESTATE

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**

	1, 5, 6, 7, 8, & 13 Lot _____ Block <u>5</u> Survey <u>AUG 18, 2000</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

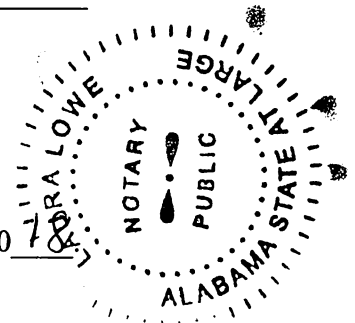
**STATE OF ALABAMA**

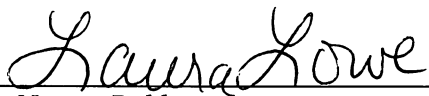
JEFFERSON COUNTY

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

  
\_\_\_\_\_  
*Signature of Certifier*

Subscribed and sworn before me this the 16<sup>th</sup> day of October, 2018



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

My commission expires: Nov. 14, 2019

**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): CHARLES BEARD (CRB CONSTRUCTION)

Address: 3528 LYNNGATE CIR

City: HOOVER State: AL Zip: 35226

**Information on Children:**

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

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

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

**RESOLUTION NUMBER 5144**

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

**WITNESSETH THESE RECITALS**

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5144 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 11<sup>th</sup> day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## Rebecca Leavings

---

**From:** Shane Ware  
**Sent:** Wednesday, March 06, 2019 8:50 AM  
**To:** Rebecca Leavings  
**Cc:** Danny Rary; Jason Hardin  
**Subject:** Vehicle for Surplus Declaration - 2005 White Honda Goldwing

Becky,

After speaking with Chief Rary and Chief Hardin, we would like to begin the process of declaring the following vehicle as surplus:

**2005 White Honda Goldwing motorcycle. VIN 1HFSC47035A408870.**

This vehicle has been stripped of emergency equipment.

Thank you,



**Captain Shane Ware**  
**Patrol Commander**  
**Vestavia Hills Police Department**

1032 Montgomery Hwy  
Vestavia Hills, AL 35216  
205-978-0111 Office  
205-978-0140 Desk Sgt.  
205-823-1153 Dispatch  
[sware@vhal.org](mailto:sware@vhal.org)

## Rebecca Leavings

---

**From:** Shane Ware  
**Sent:** Wednesday, March 06, 2019 8:48 AM  
**To:** Rebecca Leavings  
**Cc:** Danny Rary; Jason Hardin  
**Subject:** Vehicle for Surplus Declaration - 2013 Ford Fusion

Good morning Becky,

I spoke to Chief and Deputy Chief this morning and we would like to begin the process of declaring the following vehicle as surplus:

### **2013 Ford Fusion, VIN 3FA6P0G75DR194190**

This vehicle has no emergency equipment remaining on it. This car looks good, but we believe the transmission is bad and not worthy of repair.

Thank you,



**Captain Shane Ware**  
**Patrol Commander**  
**Vestavia Hills Police Department**

1032 Montgomery Hwy  
Vestavia Hills, AL 35216  
205-978-0111 Office  
205-978-0140 Desk Sgt.  
205-823-1153 Dispatch  
[sware@vhal.org](mailto:sware@vhal.org)

10/16/18

To: Rebecca Leavings

From: Sgt. Gaston, Officer Wilson

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

- 2013 Chevrolet Tahoe Vin# IGNLC2E06DR346829

Please contact me with any questions or concerns.

Thanks, Sgt. Gaston ext.#1137

Officer Wilson ext.#1110



## Rebecca Leavings

---

**From:** Brian Davis  
**Sent:** Wednesday, March 06, 2019 1:20 PM  
**To:** Rebecca Leavings  
**Subject:** FW: Old equipment

Could we get the following equipment on the agenda for surplus? We need to get rid of it.

“When a train goes through a tunnel and it gets dark, you don’t throw away the ticket and jump off. You sit still and trust the engineer.”

Corrie ten Boom

Brian C. Davis, Director  
Department of Public Services  
1032 Montgomery Highway  
Vestavia Hills, AL 35216  
P 205 978 0150 | vhal.org

-----Original Message-----

From: Bobby McDaniel  
Sent: Tuesday, March 05, 2019 3:14 PM  
To: Brian Davis <BDavis@vhal.org>  
Subject: Old equipment

05, John Deere Gator  
I.D. # W06X4HD002475  
Asset # 12038

09, Toro Mower Model# 74296 Serial# 310000413 No asset#

08, Toro Mower Model# 74249 Serial# 260002038 Asset# 12068

Thx

Vestavia Hills Public Services  
B McDaniel  
Cell # 873-8494

**RESOLUTION NUMBER 5145**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS IN RIGHTS-OF-WAY AT MONTGOMERY HIGHWAY AND WALDRIDGE ROAD**

**BE IS 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 an agreement with the Alabama Department of Transportation (“ALDOT”) for improvements related to modification of existing turnout at Waldridge Road to add right turn lane; addition of new Wald Park turnout and associated right turn decel lane and left turn lane into site; conversion of existing Board of Education turnout to right-in/right-out; and removal of two median crossovers; and
2. A copy of said agreement is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5145 as though written fully therein;
3. This Resolution Number 5145 shall be effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 11<sup>th</sup> day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION  
PERMIT TO CONSTRUCT A TURNOUT  
TO PROVIDE ACCESS TO A STATE HIGHWAY

County JEFFERSON

Route Number STATE ROUTE 3 (US HWY 31)

Milepost 297.63-297.98

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: \_\_\_/\_\_\_/\_\_\_

PERMIT NUMBER: \_\_\_\_\_

Bonding Agency SEE ATTACHED LETTER Bond Number SEE ATTACHED LETTER

Associated Permits and/or Documents BOND WAIVER LETTER

Name of APPLICANT CITY OF VESTAVIA HILLS

Address 1032 MONTGOMERY HWY, VESTAVIA HILLS, AL 35216

Description of Work:  Commercial  Residential or Small Church or Small Farm

MODIFICATION OF EXISTING TURNOUT AT WALDRIDGE ROAD TO ADD RIGHT TURN LANE,  
ADDITION OF NEW WALD PARK TURNOUT AND ASSOCIATED RIGHT TURN DECEL LANE  
AND LEFT TURN LANE INTO SITE, CONVERSION OF EXISTING BOARD OF EDUCATION  
TURNOUT TO RIGHT IN/ RIGHT OUT, REMOVAL OF TWO MEDIAN CROSSOVERS.

The APPLICANT hereby requests permission of the Alabama Department of Transportation, hereinafter referred to as ALDOT, to permit APPLICANT to construct a turnout to the highway above noted and agrees with ALDOT that upon approval of this request by ALDOT, the permission for the APPLICANT to construct, maintain and/or use such turnout shall be subject at all times to revocation by ALDOT, and the permission to construct, maintain and/or use the turnout by the APPLICANT, shall be especially subject to the following terms and conditions as respectively applicable, and that such permission will be revoked or denied by ALDOT at any time the APPLICANT fails to comply with any such term or condition hereinafter stated:

1. The turnout shall be in compliance with applicable provisions of Chapter 4 of ALDOT Access Management Manual, ALDOT Permit Manual, ALDOT current highway design standards, and with the drawing(s) attached hereto (Information is available from any ALDOT District Administrator to assist APPLICANT in this regard).

2. The access turnout will be constructed in such a manner that no damage will be occasioned to the state highway, and no hazard to the traveling public will be created.

3. The APPLICANT is not granted any right, claim, or control over any part of the highway right-of-way. The APPLICANT is not permitted to use the access turnout or adjacent highway right-of-way for any purpose other than for highway access and for maintenance of the access turnout. All structures, including gas pumps, meters, parking areas, tanks, sheds, signs, etc., must be placed beyond the R.O.W. and in no way encroach thereon.

4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, the APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

8. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

9. The APPLICANT will maintain, and keep in satisfactory condition, at the sole cost and expense of the APPLICANT, any drainage structure(s) that may be necessary in connection with this turnout and keep same cleaned at all times.

10. If it becomes necessary to remove and/or reconstruct this access turnout, ALDOT or its Contractors have the right to remove and/or reconstruct said turnout without any payment whatsoever to the APPLICANT.

11. The APPLICANT will not make additions to, repave, or otherwise modify the access turnout after its completion without obtaining a new permit from ALDOT. This stipulation applies to the turnout itself and adjacent highway right-of-way.

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

13. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the applicant.

14. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

15. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$\_\_\_\_\_ (Bond Number: **EE ATTACHED LETTER**) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

16. During construction of this turnout, traffic control devices shall be used in accordance with the ALDOT approved edition of the national Manual on Uniform Traffic Control Devices.

17. Nothing in this permit shall be construed to permit violation of the denial of access as indicated on ALDOT's right-of-way maps relating to the highway in the work area provided for hereinunder, which maps are of record within ALDOT.

18. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

19. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

20. The decision of ALDOT will be final on any question that may arise hereunder and concerning any work performed or to be performed pursuant hereto.

21. If the operation of the permitted intersection deteriorates below reasonable levels of service or becomes a safety issue for the users of the accessed state route, ALDOT reserves the right to reevaluate this access. Should the evaluation recommend limiting or modifying certain traffic movements, appropriate measures will be taken to increase the level of service and/or improve the safe operations of the access. All improvements made to the permitted access as a result of the evaluation will be paid for by the property owner and will be covered under a separate permit.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Legal Name of Applicant

By: \_\_\_\_\_  
Authorized Signature and Title for Applicant

\_\_\_\_\_  
Typed or Printed Name of Signee

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Telephone Number

**FOR OFFICIAL USE ONLY**

**RECOMMENDED FOR APPROVAL:**

DISTRICT: \_\_\_\_\_  
Printed Name Signature Date

AREA: \_\_\_\_\_  
Printed Name Signature Date

REGION: \_\_\_\_\_  
Printed Name Signature Date

**APPROVED:**  
**ALABAMA DEPARTMENT OF TRANSPORTATION**  
**ACTING BY AND THROUGH ITS TRANSPORTATION**  
**DIRECTOR**

**(PLEASE CHECK APPROPRIATE BOX)**

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: \_\_\_\_\_  
Printed Name Signature Date

STATE OF ALABAMA

JEFFERSON COUNTY

**FIRST ADDENDUM TO  
CONSTRUCTION CONTRACT AND GENERAL CONDITIONS  
BY AND BETWEEN OWNER AND CONTRACTOR**

WITNESSETH THIS FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND GENERAL CONDITIONS, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and \_\_\_\_\_, an Alabama corporation, as "Contractor" made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**WITNESSETH THESE RECITALS:**

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner", and \_\_\_\_\_, as "Contractor," have executed and delivered a Construction Contract (being "AIA Document \_\_\_\_\_") and General Conditions (being "AIA Document \_\_\_\_\_") on this date; and

WHEREAS, the Owner and Contractor wish to amend the Contract and General Conditions by the execution and delivery of this Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Contractor hereby mutually and expressly amend the Construction Contract and General Conditions as set forth below.

Notwithstanding anything contained in the Construction Contract and General Conditions to the contrary, the Owner and Contractor agree to add the following terms, provisions and conditions to said Construction Contract and General Conditions:

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



First Addendum  
page 2

expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

2. **ADDITIONAL INSUREDS:** The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the Contract Documents to include:

(a) The Construction Manager, the Contraction Manager’s consultants, the City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, the Architect, and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and

(b) The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations; and

(c) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

(d) Contain no exclusions of the additional insureds relative to job accidents; and

(e) The policies must be on an “occurrence” basis.

3. **ASSUMPTION OF LIABILITY OF CITY OF VESTAVIA HILLS, ALABAMA PURSUANT TO BOND AND INDEMNITY:**

(a) The undersigned Contractor hereby expressly acknowledges and agrees that Alabama Department of Transportation (hereinafter referred to as “ALDOT”) required the City of Vestavia Hills, Alabama (hereinafter referred to as “City”) to enter into a written Agreement (hereinafter referred to as “Agreement”) before issuing a Permit to the City to perform work on the State right-of-way located and described as follows:

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

A copy of said Agreement is attached hereto, marked as Exhibit One and is incorporated into this Addendum by reference as though set out fully herein.

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page 3

(b) The undersigned Contractor hereby expressly acknowledges and agrees that this Agreement provides in pertinent parts as follows:

“13. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ \_\_\_\_\_ to guarantee the faithful performance of this permit contract in its entirety. To ensure the accomplished work and highway work area is maintained in a condition satisfactory to the Department, the bond shall be in effect and held for one year after the acceptance date specified in item 12. If at that time the terms of the permit have not been fulfilled, the proceeds of the bond will be applied to fulfill the terms of the permit contract; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be returned to the applicant.”

“14. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney’s fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT’S failure to comply with all applicable laws or regulations.”

(c) The undersigned Contractor hereby expressly acknowledges and agrees that the City, as Indemnitor, has heretofore executed and delivered bond number \_\_\_\_\_ to \_\_\_\_\_, as Surety, in the penal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as required by the Agreement.

(d) As additional consideration as required by the Invitation to Bid and as a material inducement for the City of Vestavia Hills, Alabama (“City”) to execute and deliver the AIA Construction Contract by and between the City, as Owner, and \_\_\_\_\_, as “Contractor,” the said \_\_\_\_\_ as Contractor hereby expressly agrees to pay any and all monies owed by the City to ALDOT pursuant to the Indemnity provisions of the Agreement and also any and all monies owned by the City to the Surety pursuant to the bond described above.

First Addendum  
page 4

4. **RATIFY CONTRACT AND GENERAL CONDITIONS:** The Owner and Contractor hereby ratify and reconfirm the terms, provisions and conditions of the Construction Contract and General Conditions thereof not in conflict with items 1, 2 and 3 set forth above.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama and \_\_\_\_\_ have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

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

By \_\_\_\_\_  
Alberto C. Zaragoza, Jr.  
Its Mayor

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

ATTESTED

By \_\_\_\_\_

**GENERAL CONTRACTOR:**

\_\_\_\_\_

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

ATTESTED:

By \_\_\_\_\_

First Addendum  
page 5

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires:

\_\_\_\_\_

SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires:

\_\_\_\_\_

SEAL

First Addendum  
page 6

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

My Commission Expires:

\_\_\_\_\_

SEAL

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)

March 7, 2019

By Hand Delivery

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

In Re: ALDOT Permit to Construct a Turnout at Waldridge Road

Dear Mr. Downes:

On March 5, 2019, you sent to me via electronic mail a copy of an ALDOT Permit Application to construct a turnout at Waldridge Road to provide access to Highway 31 South with a request that I review the same and provide you with my written legal opinion. The purpose of this letter is to respond to your request.

**RECOMMENDATION**

I recommend that you execute and deliver the Permit Application.

**BASIS FOR RECOMMENDATION**

Ordinarily, my recommendations in a legal opinion are supported by legal authorities. In this instance, I do feel that it is necessary for the City to incur attorney fees for a legal opinion in this matter for the following reasons:

1. **PREVIOUS AGREEMENTS WITH ALDOT:** Over the years, the City has entered into similar agreements with ALDOT. Some of them are as follows:

**2014** Resolution Number 4621

**2015** Resolution Number 4755

**2016** Resolution Number 4802

**2018** Ordinance Number 2781

March 7, 2019

Page 2

2. **PREVIOUS LEGAL OPINION:** A copy of my legal opinion letter dated August 11, 2014 regarding Resolution Number 4621 is attached hereto. If I wrote a legal opinion for the ALDOT Waldrige Road situation, it would be identical to the 2014 legal opinion

3. **FIRST ADDENDUM:** I enclose a copy of First Addendum to Construction Contract that we have used in the past. I recommend that we use this exact First Addendum for the Waldrige Road project.

Please call me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is written in a cursive style with a large initial "P".

Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

Enclosures

cc: City Clerk Rebecca Leavings (by hand)

✓  
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

Addendum Attached

August 11, 2014

By Hand Delivery and Electronic Mail

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

In Re: Resolution Number 4621—Two Agreements With ALDOT

Dear Mr. Downes:

The City Council of the City of Vestavia Hills, Alabama will consider approval and adoption of Resolution Number 4621 at its regularly scheduled meeting on Monday, August 11, 2014 at 5:00 p.m. Resolution Number 4621 authorizes the Mayor and City Manager to enter into two Agreements with Alabama Department of Transportation (“ALDOT”). One of the Agreements is for a landscape permit (NB-05), while the other is a permit to construct a turnout (BM-111-B).

Both Agreements contain the following language:

**BOND**

“The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ \_\_\_\_\_ to guarantee the faithful performance of this permit contract in its entirety. To ensure the accomplished work and highway work area is maintained in a condition satisfactory to the Department, the bond shall be in effect and held for one year after the acceptance date specified in item 12. If at that time the terms of the permit have not been fulfilled, the proceeds of the bond will be applied to fulfill the terms of the permit contract; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be returned to the applicant.”



## INDEMNIFICATION

“The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney’s fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT’S failure to comply with all applicable laws or regulations.”

You requested that I review both Agreements and furnish you with my written legal opinion. The purpose of this letter is to comply with your request.

### I. CONCLUSION AND RECOMMENDATION

I recommend that the City Council approve and adopt Resolution Number 4621 authorizing and directing the Mayor and you to execute and deliver both Agreements as written and to take any and all action for and on behalf of the City necessary to implement and comply with the Agreements.

### II. BASIS FOR CONCLUSION AND RECOMMENDATION

I base my conclusion and recommendation on the legal authorities set forth in my legal opinion in section III below.

### III. LEGAL OPINION

**A. MUNICIPALITIES CANNOT SPEND PUBLIC FUNDS TO INDEMNIFY AND HOLD HARMLESS THIRD PARTIES:** I base my legal opinion upon the following legal authorities:

(1) **Constitution of Alabama of 1901:** Section 94, as amended by Amendments 112 and 558, of the *Constitution of Alabama* provides as follows:

“The Legislature shall not have power to authorize any county, city, town or other subdivision of this state to lend its credit or to grant public money or thing of value in aid of or to any individual, association or corporation whatsoever.”

In my opinion, it would be a violation of Article IV, Section 94(a) of the *Constitution of Alabama* for the City to indemnify a third party for actions, costs, expenses, damages and liabilities.

(2) **Limits of Liability of Municipalities:** Section 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities. The recovery of damages under any judgment against a city shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence and to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. This statute also provides in pertinent part that recovery of damages under any judgment against a city shall be limited to \$100,000 for damage for loss of property arising out of any single occurrence.

It is my opinion that if the City agreed to indemnify a third party, then in such event such indemnity agreement could waive the statutory maximum limits of liability set forth in Title 11-93-2, *Code of Alabama, 1975*.

(3) **Public Officials Are Entitled To Discretionary Function Immunity:** Public officials and employees who act within the scope of their authority in performing functions involving discretion are entitled to discretionary function immunity. *Woods v. Wilson*, 539 So.2d 224 and *Hilliard v. Huntsville*, 585 So.2d 889.

It is my opinion that if the City agreed to indemnify a third party, then in such event such indemnity agreement could waive the discretionary function immunity for its public employees.

(4) **Joint Liability:** Title 11-47-191(b), *Code of Alabama, 1975*, provides as follows:

“(b) When a judgment shall be obtained against a municipality and the other party liable as provided in subsection (a) of this section, execution shall issue against the other defendant or defendants in the ordinary form and shall not be demandable of the city or town unless the other defendants are insolvent and the same cannot be made out of their property, and the city or town shall pay only so much of the said judgment as cannot be collected from the other defendants.”

If the City indemnified a third party, then in such event it would violate the above statute.

(5) **Municipalities in Alabama May Spend Public Funds Only For Public Purposes:** Municipalities in Alabama may spend public funds only for public purposes. The Supreme Court of Alabama has interpreted the language of Sections 93 and 94 of the *Constitution of Alabama* to allow appropriations of public funds when the appropriation is used for public purposes. *Alabama Constitution* amend. 93; *Alabama Constitution* amend. 94; *Slawson v. Alabama Forestry Comm'n*, 631 So.2d 953 (Ala.1994). *Opinion of the Justices No. 269*, 384 So.2d 1051 (1980); *Stone v. State*, 251 Ala. 240 (1948).

**B. MUNICIPALITIES IN ALABAMA MAY INDEMNIFY THIRD PARTIES FOR THE NEGLIGENT ACTS OF MUNICIPAL EMPLOYEES ENGAGED IN WORK THEREFOR AND WHILE ACTING IN THE LINE OF HIS OR HER DUTY:** I base my legal opinion upon the following legal authorities:

**1. Municipalities May Be Liable for the Negligent Acts of Its Employees Acting in the Line and Scope of Their Employment:** Title 11-47-190, *Code of Alabama, 1975*, reads as follows:

“No city or town shall be liable for damages for injury done to or wrong suffered by any person or corporation, unless such injury or wrong was done or suffered through the neglect, carelessness or unskillfulness of some agent, officer or employee of the municipality engaged in work therefor and while acting in the line of his or her duty, or unless the said injury or wrong was done or suffered through the neglect or carelessness or failure to remedy some defect in the streets, alleys, public ways or buildings after the same had been called to the attention of the council or other governing body or after the same had existed for such an unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the council or other governing body and whenever the city or town shall be made liable for damages by reason of the unauthorized or wrongful acts or negligence, carelessness or unskillfulness of any person or corporation, then such person or corporation shall be liable to an action on the same account by the party so injured. However, no recovery may be had under any judgment or combination of judgments, whether direct or by way of indemnity under Section 11-47-24, or otherwise, arising out a single occurrence, against a municipality, and/or any officer or officers, or employee or employees, or agents thereof, in excess of a total \$100,000 per injured person up to a maximum of \$300,000 per single occurrence, the limits set out in the provisions of Section 11-93-2 notwithstanding.”

**2. Joint Liability:** Title 11-47-191(b), *Code of Alabama, 1975*, provides in as follows:

“(b) When a judgment shall be obtained against a municipality and the other party liable as provided in subsection (a) of this section, execution shall issue against the other defendant or defendants in the ordinary form and shall not be demandable of the city or town unless the other defendants are insolvent and the same cannot be made out of their property, and the city or town shall pay only so much of the said judgment as cannot be collected from the other defendants.”

3. **Defense of Municipal Employees Sued for Damages:** Title 11-47-24(a), *Code of Alabama, 1975*, provides as follows:

“(a) Whenever any employee of a municipal corporation of the State of Alabama shall be sued for damages arising out of the performance of his official duties, and while operating a motor vehicle or equipment engaged in the course of his employment, such government agency shall be authorized and required to provide defense counsel for such employees in such suit and to indemnify him from any judgment rendered against him in such suit. In no event shall a municipal corporation of the state be required to provide defense and indemnity for employees who may be sued for damages arising out of actions which were either intentional or willful or wanton.”

4. **Liability Insurance:** Title 11-47-24(b), *Code of Alabama, 1975*, provides as follows:

“(b) All municipal corporations of the State of Alabama are hereby authorized to contract at governmental expense for policies of liability insurance to protect employees in the course of their employment.”

5. **The City has liability insurance coverage for employees:** At the present time, the City has general comprehensive liability insurance issued by States Self-Insurers Risk Retention Group written by Berkly Risk Administrators Company, LLC.

6. **The State of Alabama and Its Agencies Are Exempt From Suit in Any Court:** 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 to 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 in this case. 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).

7. **ALDOT Has Absolute Immunity From Lawsuits:** ALDOT, as a state agency, is absolutely immune from suit. *Ex parte Alabama Dep't of Transp.*, 978 So.2d 718, 721 (Ala.2007) (“ALDOT is a State agency...and, therefore, is absolutely immune from suit.”). Generally, “any exceptions to that immunity extent *only* to suits *naming the proper State official* in his or her representative capacity.” *Ex parte Alabama Dep't of Transp.*, 978 So.2d 17, 22 (Ala.2007) (*emphasis added*).

8. **All “Official Capacity” Claims Brought Against State Employees Are Redundant and Are Due To Be Dismissed:**

(a) Suing a State official in his or her official capacity is no different than suing the State directly. Accordingly, to the extent that a Plaintiff names both the State and the individual employee in their official capacities as Defendants to any Counts, those Counts are redundant. *Busby v. City of Orlando*, 931 F.2d 764, 776 (11<sup>th</sup> Cir.1991)...To the extent that a Plaintiff sues the individual employees in their official capacities, such claims are redundant of the claims against the State and due to be dismissed.”); *Stephens v. Georgia Dep't of Transp.*, 2009 WL 3747167, \*2 (M.D. Ga.2009) (“[I]n a suit against both an entity and the entity’s officer in his official capacity, the named individual defendant in his official capacity should be dismissed as redundant.”).

(b) On March 5, 2014, Governor Robert Bentley signed Act 2014-124, which codified the holding the *Cranman* case (*see section 9 below*). In substance, the new statute provides that:

“(b) An officer, employee, or agent of the state, employee acting in his or her official capacity is immune from civil liability in any suit pursuant to Article I, Section 14, of the Constitution of Alabama of 1901.”

9. **Employees of the State of Alabama Have Discretionary Function Immunity:** The Supreme Court of Alabama has ruled that employees the State of Alabama have discretionary function immunity (*Ex Parte Cranman*, 792 So.2d 392 (Ala.2000)). this simply means that a state agent shall be immune from civil liability in his or her personal capacity when the conduct made the basis of the claim against the agent is based upon he agent’s (1) formulating plans, policies, or designs, or (2) exercising his or her judgment in the administration of the department or agency of government, including, but not limited to, examples such as making administrative adjudications, allocating resources, negotiating contracts, or hiring, firing, transferring, assigning, or supervising personnel; or (3) discharging duties imposed on a department or agency by statute, rule, or regulation, insofar as the statute, rule, or regulation prescribes the manner for performing the duties and the State agent performs the duties in that manner.

**IV. RECOMMENDATION FOR  
ADDENDUM TO CONSTRUCTION CONTRACT**

I recommend in all cases when the City of Vestavia Hills, Alabama performs construction on state right-of-way pursuant to an Agreement with ALDOT that the General Contractor and City execute and deliver an Addendum to the AIA Construction Contract and General Conditions requiring the General Contractor to, in substance:

- A. Indemnify the City, public officials and employees; and
- B. Name the City, public officials and employees as additional insureds on the General Contractor's general comprehensive liability and umbrella insurance policies; and
- C. To pay any sums due from the City to the bonding company.

I have prepared and enclose a suggested Addendum to be used with the General Contractor on all projects involving work on State right-of-ways pursuant to an Agreement with ALDOT. It is very important that copies of the Addendum and bond be included in the bid package when the City advertises and invites competitive bids for the construction work on State right-of-ways.

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

Sincerely,



Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp  
Enclosure

**RESOLUTION NUMBER 5146**

**A RESOLUTION AMENDING RESOLUTION NUMBERS 5120, 3192, 3337 AND 3469 AUTHORIZING THE CITY MANAGER TO OFFER CONTINUING HEALTH INSURANCE BENEFITS TO EMPLOYEES ELECTING TO RETIRE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT RESOLUTION NUMBERS 5120, 3192, 3337, AND 3469 ARE AMENDED IN THEIR ENTIRETY TO READ AS FOLLOWS:**

**THAT**, the City Manager is authorized to offer to eligible City employees continuing health insurance benefits until they reach age 65 under the following terms, if the eligible employee elects to retire.

1. **ELIGIBILITY**. All currently active City employees (including the Library and Parks and Recreation Department) who meet the service retirement requirements of the Employees Retirement Systems of Alabama (“ERS”), who are age 55 years of age, or older, and who have 25 or more years of service (inclusive of accrued sick leave if ERS Tier One employee), or who have at least 10 years of service and have reached the age of 60 or older are eligible, provided that such employee gives 30 days written notice of their election to retire prior to their effective date of retirement.
2. **INSURANCE COVERAGE**. The eligible employees electing to retire must be currently enrolled in the City’s health plan.

The retiring employee’s coverage will continue as if the retiree were an active employee until that retiree reaches age 65 or becomes eligible for Medicare benefits, whichever comes first. The coverage that will be provided by the City to the eligible retiree pursuant to this Resolution is that same coverage which is otherwise available to other active employees of the City. It is agreed and understood that the eligible employee electing to retire will not be treated differently than any other active employee and will receive the insurance benefits as any other active employee of the City, subject to the maximum premium cost provided in paragraph 3 below.

3. **PREMIUM COST.** Pursuant to this Resolution the City will pay a health insurance benefit beginning at a minimum benefit of at least \$240.00, or an amount equal to the calculation of 2.5% times the number of years of service with the City of Vestavia Hills and Cahaba Heights Fire District (as incorporated as a part of the City of Vestavia Hills), whichever is greater. The maximum benefit shall not exceed 87.5% at a maximum of \$1,000.00 for those retiring eligible employees who are presently enrolled under the City's health insurance plan for single or family coverage and those individuals who previously retired under this plan.
4. **RETIREMENT PLAN.** The eligible employees electing to retire pursuant to this Resolution must be at the time of retirement, qualified and eligible to retire under The Employee's Retirement System of Alabama Service Retirement Plan and must be currently enrolled in The Employee's Retirement System of Alabama at the time of notice of such election as required by this Resolution. The City makes no representation as to the eligibility of any employee as relates to service retirement benefits from the Retirement Plan. However, it is a specific condition that the employee electing to retire pursuant to this Resolution must be eligible to service retire pursuant to the laws of the State of Alabama and in particular with the terms and conditions of The Employee's Retirement System of Alabama.
5. **EFFECTIVE DATE:** This resolution shall become effective the 12<sup>th</sup> day of March, 2019.

**APPROVED and ADOPTED** this the 11<sup>th</sup> day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**ORDINANCE NUMBER 2831**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A JOINT PURCHASING AGREEMENT WITH THE VESTAVIA HILLS BOARD OF EDUCATION FOR LAWN MAINTENANCE SERVICES**

**WHEREAS**, in May 2017, the City of Vestavia Hills, Alabama (“City”) advertised inviting contractors to submit bids for lawn maintenance services; and

**WHEREAS**, the City determined that the bid submitted by Specialty Turf Supply, Inc., was the lowest, responsible bid; and

**WHEREAS**, on September 18, 2017, the City Council approved and adopted Resolution Number 4979 accepting the bid and authorized the execution and delivery of a three-year contract beginning October 1, 2017 and ending on September 30, 2020; and

**WHEREAS**, the Vestavia Hills Board of Education is desirous in entering a Joint Purchasing Agreement in order to do business with Specialty Turf Supply, Inc.; and

**WHEREAS**, based upon the advice of the City Attorney, upon recommendation and approval from the Board of Education, that the City Council authorize the Mayor and the City Manager to execute and deliver a Joint Purchasing Agreement with the Vestavia Hills Board of Education in order to allow the Board of Education to share in the purchasing agreement between the City and Specialty Turf Supply, Inc., for lawn maintenance services through September 30, 2020; and

**WHEREAS**, a copy of said Joint Purchasing Agreement is attached to and incorporated into this Ordinance Number 2831 as though written fully therein.

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

1. Following approval of the Vestavia Hills Board of Education, the Mayor and City Manager are hereby authorized to execute and deliver a Joint Purchasing Agreement with the Vestavia Hills Board of Education as detailed in the attached Exhibit A; and
2. A copy of said agreement shall be filed in the Office of the City Clerk; and
3. This Ordinance Number 2831 shall become effective immediately upon posting/publishing pursuant to Alabama law.

**DONE, ORDERED, ADOPTED and APPROVED** this the 11<sup>th</sup> day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**JOINT PURCHASING AGREEMENT**

**THIS JOINT PURCHASING AGREEMENT**, is made and entered into on this the \_\_\_\_\_ day of March, 2019, by and among the City of Vestavia Hills, Alabama, a municipal corporation (“City”), the Board of Education of the City of Vestavia Hills, Alabama, (“Board”) and Specialty Turf Supply, Inc., an Alabama corporation (“Contractor”).

**WITNESSETH THESE RECITALS:**

**WHEREAS**, the Alabama Competitive Bid Law at Title 41-16-50(b), *Code of Alabama, 1975*, authorizes municipalities in Alabama to enter into Joint Purchasing Agreements with other enumerated governmental bodies, including a city school board; and

**WHEREAS**, the Alabama Competitive Bid Law at Title 16-13B-1(c), *Code of Alabama, 1975*, authorizes city school boards in Alabama to enter into Joint Purchasing Agreements with other enumerated governmental bodies, including a municipality; and

**WHEREAS**, the City of Vestavia Hills, Alabama, a municipal corporation (“City”), and the Board of Education of the City of Vestavia Hills, Alabama (“Board”) wish to enter into a Joint Purchasing Agreement pursuant to the two statutes cited above;

**WHEREAS**, in May 2017, the City advertised inviting contractors to submit competitive bids for lawn maintenance services; and

**WHEREAS**, the City determined the bid submitted by Specialty Turf Supply, Inc. was the lowest responsible bid; and

**WHEREAS**, on September 18, 2017, the City approved and adopted Resolution Number 4979 accepting the bid and authorized the execution and delivery of a Contract with Specialty Turf Supply, Inc. (“Contractor”); and

**WHEREAS**, a copy of the Contract (“Contract”) is attached hereto, marked as Exhibit 1 and is incorporated into this Joint Purchasing Agreement by reference as though set out fully herein; and

**WHEREAS**, the Contract is for a period of three (3) years beginning on October 1, 2017 and ending on September 30, 2020; and

Joint Purchasing Agreement  
page 2

**WHEREAS**, the Contract provides in section XX that the City and Contractor may amend the Contract to add areas for lawn maintenance services; and

**WHEREAS**, section XXIII of the Contract authorizes the City and Contractor to enter into a written change order for additional work, which shall be done by mutual agreement and in writing; and

**WHEREAS**, the statute set forth in Title 41-16-50(b), *Code of Alabama, 1975*, authorizing the City to enter into Joint Purchasing Agreements provides in pertinent part as follows:

“Each contracting agency’s share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency.”; and

**WHEREAS**, the statute set forth in Title 16-13B-1(c), *Code of Alabama, 1975*, authorizing the Board to enter into Joint Purchasing Agreements provides that:

“Each contracting agency’s share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency.”; and

**WHEREAS**, on October 5, 2016, the Board purchased the Berry School property; is nearing completion of a major renovation and construction project; and is in need of lawn maintenance services for that facility; and

**WHEREAS**, on May 10, 2018, the Board purchased the Gresham School property; is nearing completion of a major renovation and construction project; and is in need of lawn maintenance services for that facility; and

**WHEREAS**, the Board is in need of lawn maintenance services for other school campuses and properties owned by it; and

**WHEREAS**, the Contractor is willing to perform additional lawn maintenance services for the Board based upon cost and unit prices as set forth in the Contract; and

**WHEREAS**, the City, Board and Contractor are willing to enter into this Joint Purchasing Agreement.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the City, Board and Contractor, hereby mutually and expressly amend the Contract as set forth below:

Notwithstanding anything contained in the Contract to the contrary, the City, Board and Contractor agree to modify the Contract by adding the following terms, provisions, limitations and conditions to said Contract:

**XXVII. RECITALS**

The recitals set forth above are incorporated into this Joint Purchasing Agreement by reference as though set out fully herein.

**XXVIII. BOARD ADDED AS PARTY TO THE CONTRACT**

The Board of Education of the City of Vestavia Hills, Alabama ("Board") is added as a party to the Contract dated October 1, 2017 (Exhibit 1 is attached).

**XXIX. SCOPE OF WORK FOR THE BOARD**

The scope of the work to be performed by the Contractor for the Board is set forth and described in Exhibit 2, attached hereto and is incorporated into this Joint Purchasing Agreement by reference as though set out fully herein. The work performed by the Contractor for the Board shall be pursuant to the terms, provisions and conditions set forth in the Contract as amended by this Joint Purchasing Agreement.

**XXX. CONTRACT PRICE FOR BOARD**

The Board shall pay to the Contractor for the work described above, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**XXXI. LIABILITY OF CITY**

The City shall not be liable to the Contractor for any amount for work performed by the Contractor for the Board.

**XXXII. LIABILITY OF BOARD**

The Board shall not be liable to the Contractor for any amount for work performed by the Contractor for the City.

**XXXIII. AFFIRMATION**

The City, Board and Contractor further agree to all other aspects, terms, provisions and conditions of the original Contract and they are hereby ratified, approved and confirmed by the parties so that the same shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Vestavia Hills, Alabama, a municipal corporation, the Board of Education of the City of Vestavia Hills, Alabama and Specialty Turf Supply, Inc., an Alabama corporation, have hereunto caused this Joint Purchasing Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_\_ day of March, 2019.

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

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

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

ATTESTED

By \_\_\_\_\_

**BOARD:**  
THE BOARD OF EDUCATION OF THE  
CITY OF VESTAVIA HILLS, ALABAMA

By \_\_\_\_\_  
Dr. Todd Freeman  
Its Superintendent

ATTESTED:

By \_\_\_\_\_

Joint Purchasing Agreement  
page 5

**CONTRACTOR:**  
SPECIALTY TURF SUPPLY, INC.  
An Alabama Corporation

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

ATTESTED

By \_\_\_\_\_

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

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

\_\_\_\_\_  
SEAL

Joint Purchasing Agreement  
page 6

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Dr. Todd Freeman, whose name as Superintendent of the Board of Education of the City of Vestavia Hills, Alabama is signed to the foregoing Joint Purchasing Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the contract, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said the Board of Education of the City of Vestavia Hills, Alabama on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

\_\_\_\_\_  
SEAL



Joint Purchasing Agreement  
page 7

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

\_\_\_\_\_  
SEAL

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)

February 25, 2019

By Hand Delivery

Dr. Patrick M. Martin  
Assistant Superintendent of Operations and Services  
Vestavia Hills Board of Education  
Post Office Box 660826  
Vestavia Hills, Alabama 35266-0826

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

In Re: Joint Purchasing Agreements

Dear Dr. Martin and Mr. Downes:

It is my understanding that representatives of the City of Vestavia Hills, Alabama ("City") and the Board of Education of the City of Vestavia Hills ("Board") have been discussing the possibility of entering into a Joint Purchasing Agreement for lawn maintenance services.

On February 5, 2019, Dr. Patrick Martin sent to me via electronic mail copies of the Contract by and between the City of Vestavia Hills, Alabama ("City") and Specialty Turf Supply, Inc. regarding lawn maintenance, together with the Invitation to Bid documents regarding that Contract. He requested that I provide him with my written legal opinion based upon the facts set forth below.

**I. FACTS**

In May 2017, the City of Vestavia Hills, Alabama ("City") advertised inviting contractors to submit bids for lawn maintenance services. The City determined that the bid submitted by Specialty Turf Supply, Inc. was the lowest, responsible bid. On September 18, 2017, the City Council approved and adopted Resolution Number 4979 accepting the bid and authorized the execution and delivery of a Contract. A Contract for a period of three (3) years beginning on October 1, 2017 and ending on September 30, 2020 was entered into by and between the City and Specialty Turf Supply, Inc. ("Contract").

February 25, 2019  
Page 2

## II. LEGAL ISSUE ONE

A. **LEGAL ISSUE ONE:** Can the Vestavia Hills Board of Education (“Board”) and the City of Vestavia Hills, Alabama (“City”) make Joint Purchasing Agreements?

B. **LEGAL OPINION REGARDING QUESTION ONE:** In my opinion, the answer to Legal Issue One is in the affirmative.

C. **BASIS FOR LEGAL OPINION:**

1. **City:** Title 41-16-50(a), *Code of Alabama, 1975*, authorizes the City to enter into joint purchasing agreements. A copy of the statute is attached and marked as Exhibit A.

2. **Board:** Title 16-13B-1(c), *Code of Alabama, 1975*, authorizes the Board to make joint purchasing agreements. A copy of the statute is attached and marked as Exhibit B.

## III. LEGAL ISSUE TWO

A. **LEGAL ISSUE TWO:** What is the legal process for the Board and the City to complete in order to do business with Specialty Turf Supply, Inc. pursuant to Title 16-13B-1(c) and Title 41-16-50(a), *Code of Alabama, 1975*?

B. **LEGAL OPINION REGARDING QUESTION TWO:** It is my legal opinion that the proper legal process would be as follows:

1. **Recommendation by Superintendent:** The Superintendent should make a recommendation to the Board that the Board contract with Specialty Turf Supply, Inc. pursuant to the City Contract.

2. **Language of Recommendation:** In my opinion, the language should read “Based upon the legal advice of our attorney, I recommend that the Board authorize me as Superintendent to enter into an amendment to the Contract (Joint Purchasing Agreement) by and between the City of Vestavia Hills, Alabama and Specialty Turf Supply, Inc. for lawn maintenance services through September 30, 2020. A copy of the Contract is before you for consideration.”

3. **Adoption of Ordinance/Resolution:** The City Council should adopt a similar motion by ordinance or resolution.

4. **Suggested Amendment to Contract:** A copy of a recommended Joint Purchasing Agreement is attached hereto. You will note that the original Contract between the City and Contractor is attached to the document as Exhibit 1. The scope of the work to be performed by the Contractor for the Board should be attached as Exhibit 2. In addition, the contract price should be inserted in section XXX on page 3.

February 25, 2019

Page 3

Please call me if you have any questions regarding this matter.

Very truly yours,



Patrick H. Boone

PHB:gp

Enclosures

cc: Superintendent Dr. Todd Freeman (by hand)  
City Clerk Rebecca Leavings (by hand)

§ 41-16-31

PUBLIC CONTRACTS

§ 41-16-50

authority, at its discretion, may award a secondary contract for any subset of such deliverables, not to exceed 20 percent of the original contract value, to any Alabama business certified under the Federal HUBZone program whose properly submitted responsible bid does not exceed five percent of the lowest responsible bid. In order to make a secondary award under this provision, the awarding authority shall include in the invitation-to-bid a notice that a secondary award may be made.

**HISTORY:**

Acts 1982, No. 82-353; Acts 1990, No. 90-300; Acts 2000, No. 00-721; Acts 2006, No. 06-107; Acts 2009, No. 09-652, § 1, Aug. 1, 2009; Acts 2009, No. 09-653, § 1, Jan. 1, 2010; Acts 2009, No. 09-763, § 1, May 22, 2009; Acts 2011, No. 11-684, § 2, Sept. 1, 2011; Acts 2014, No. 14-343, § 1, April 8, 2014; Acts 2018, No. 18-195, § 1, June 1, 2018.

**Editor's Notes**

In this section as amended in 2018, the Code Commissioner added the subdivision designations in (b); and added "to" following "rendered" in the first sentence of (f).

**Amendment Notes**

The 2014 amendment substituted "contracts for the purchase or use of push to talk services, which shall be purchased through a separate competitive bid process" for "contracts for the purchase of personal property for which a service or service contract, whether subject to competitive bidding under this article or not, is necessary to utilize the personal property throughout the period of utilization of the personal property the purchase of Integrated Digital Enhanced Network equipment and related services property" in the second paragraph of (b).

The 2018 amendment added "or services" in the first sentence of (b).

**§ 41-16-31. Injunctions.****NOTES TO DECISIONS****Remedies.**

Injunctive relief was the only remedy potentially available to plaintiff, as a taxpayer, for the alleged violation of the Competitive Bid Law, but because the contract, including amendments, was fully performed, injunctive relief was no longer available and any declara-

tion that the state violated the Competitive Bid Law would serve no purpose. As there was no further remedy available to plaintiff, the court granted petitions for writ of mandamus and directed the circuit court to enter an order dismissing the action. *Zeigler v. Carter*, 2018 Ala. LEXIS 73 (Ala. July 27, 2018).

**ARTICLE 3**

**COMPETITIVE BIDDING ON CONTRACTS  
OF CERTAIN STATE AND LOCAL  
AGENCIES, ETC.**

**§ 41-16-50. When required — Joint purchasing agreements — Bid bonds.**

(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of

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fifteen thousand dollars (\$15,000) or more, made by or on behalf of any state trade school, state junior college, state college, or university under the supervision and control of the Alabama Community College System, the Alabama Fire College, the district boards of education of independent school districts, the county commissions, the governing bodies of the municipalities of the state, and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Prior to advertising for bids for an item of personal property or services, where a county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the Core Based Statistical Area in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where the county, a municipality, or an instrumentality thereof is the awarding authority, and the bid is no more than five percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and

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the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

In the event that utility services are no longer exempt from competitive bidding under this article, non-adjointing counties may not purchase utility services by joint agreement under authority granted by this subsection.

(c) The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials.

(d) Notwithstanding subsection (a), in the event the lowest bid for an item of personal property or services to be purchased or contracted for is received from a foreign entity, where the county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may award the contract to responsible bidder whose bid is no more than 10 percent greater than the foreign entity if the bidder has a place of business within the local preference zone or is a responsible bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in Section 25-10-3, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise. For the purposes of this subsection, foreign entity means a business entity that does not have a place of business within the state.

**HISTORY:**

Acts 1979, Nos. 79-452, 79-662; Acts 1980, No. 80-429; Acts 1981, No. 81-434; Acts 1985, No. 85-281; Acts 1989, No. 89-687; Acts 1994, No. 94-207; Acts 1995, No. 95-630; Acts 1997, No. 97-225; Acts 2000, No. 00-153; Acts 2006, No. 06-621; Acts 2008, No. 08-379, § 1, Aug. 1, 2008; Acts 2009, No. 09-760, § 2, Aug. 1, 2009; Acts 2015, No. 15-293, § 1, Sep. 1, 2015; Acts 2018, No. 18-231, § 1, June 1, 2018.

bama Community College System" for "State Board of Education" in the first sentence of (a) as amended in 2015.

**Amendment Notes**

The 2015 amendment, in (a), added "or services" in the second and fourth sentences and substituted "five percent" for "three percent" and added (d).

The 2018 amendment added "the Alabama Fire College" in the first sentence of (a).

**Editor's Notes**

The Code Commissioner substituted "Ala-

**§ 41-16-51. Exemptions — Void contracts — Criminal penalties.**

(a) Competitive bids for entities subject to this article shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

- (1) The purchase of insurance.
- (2) The purchase of ballots and supplies for conducting any primary, general, special, or municipal election.
- (3) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other indi-

§ 16-13B-1 COMPETITIVE BIDDING FOR CERTAIN CONTRACTS § 16-13B-1

CHAPTER 13B

COMPETITIVE BIDDING FOR CERTAIN CONTRACTS OF COUNTY AND CITY BOARDS OF EDUCATION

Sec.	Sec.
16-13B-1. Applicability; joint agreements; bid bond.	16-13B-6. Disclosure of closed bid.
16-13B-2. Exemptions; purchasing facilities and procedures; penalty for violation.	16-13B-7. Awards.
16-13B-3. Emergency purchases.	16-13B-8. Performance bond.
16-13B-4. Bidding process.	16-13B-9. Contract assignment.
16-13B-5. Collusive bidding agreements.	16-13B-10. Boards of education conflict of interest; penalty.
	16-13B-11. Standing to enforce chapter.

§ 16-13B-1. Applicability; joint agreements; bid bond.

(a) This chapter shall apply to county boards of education and city boards of education, or any combination of city and county boards of education as herein provided for the competitive bidding of certain contracts. With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, made by or on behalf of any city or county board of education, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.

(b) Prior to advertising for bids for an item of personal property, where a city or county board of education, thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the Core Based Statistical Area (CBSA) in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where a city or county board of education, thereof is the awarding authority, and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(c) The governing bodies of two or more city or county boards of education,



## § 16-13B-2

## EDUCATION

## § 16-13B-2

or any combination of two or more city or county boards of education, counties, municipalities, or instrumentalities thereof, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by official actions of the contracting agencies adopted by each of the participating governing bodies which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this chapter. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this chapter. Any participation by counties and municipalities authorized in this section shall be subject to the provisions of Section 41-16-50 (b), Code of Alabama 1975.

In the event that utility services are no longer exempt from competitive bidding under this chapter, non-adjointing boards of education may not purchase utility services by joint agreement under authority granted by this subsection.

(d) The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials.

**History.** Acts 2009, No. 09-760, § 1, Aug. 1, 2009.

**Effective dates.** Acts 2009, No. 09-760, effective August 1, 2009.

**Related statutes.** Acts 2009, No. 09-728, § 2: "The provisions of this act [which amended

§ 41-16-54] shall be applicable to education purchases made pursuant to Chapter 13B of Title 16 of the Code of Alabama 1975."

**Cross references.** — Competitive bidding on contracts for certain state and local agencies, § 41-16-50 et seq.

**§ 16-13B-2. Exemptions; purchasing facilities and procedures; penalty for violation.**

(a) Competitive bids shall not be required for utility services for county or city boards of education, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this chapter shall not apply to:

(1) The purchase of insurance.

(2) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other indi-

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**CONTRACT**

**WITNESSETH THIS CONTRACT**, made and entered into on this the 1st day of October, 2017, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and Specialty Turf Supply Inc., an Alabama corporation (hereinafter referred to as "Contractor").

**WITNESSETH THESE RECITALS:**

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

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

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

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

**I. CONTRACTOR**

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

**II. GENERAL STATEMENT OF WORK**

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

**III. TERM OF THE CONTRACT**

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

**IV. CONTRACT PRICE**

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

- A. \$306,884.46 for the twelve (12) month period beginning October 1, 2017 and ending September 30, 2018, unless changed according to paragraph XX and XXIII; and
- B. \$306,884.46 for the twelve (12) month period beginning October 1, 2018 and ending September 30, 2019, unless changed according to paragraph XX and XXIII; and
- C. \$306,884.46 for the twelve (12) month period beginning October 1, 2019 and ending September 30, 2020, unless changed according to paragraph XX and XXIII.

**V. PAYMENT OF CONTRACT PRICE**

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

**VI. TERMINATION OF CONTRACT**

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

**VII. COMPLIANCE WITH APPLICABLE LAWS**

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

**VIII. LICENSE**

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

**IX. QUALITY OF WORK**

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

**X. CREW INFORMATION**

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

**XI. EQUIPMENT**

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

**XII. SAFETY STANDARDS**

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

**XIII. PROTECTION OF UNDERGROUND UTILITIES**

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

**XIV. DISCONTINUANCE OF WORK**

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

**XV. INDEPENDENT CONTRACTOR**

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

**XVI. IMMIGRATION**

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

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

**XVII. INDEMNITY**

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

**XVIII. INSURANCE**

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

- a) For personal injuries, including death, in an amount of not less than:
  - i) \$500,000 for any one person occurrence
  - ii) \$1,000,000 for any one occurrence
- b) For damage to property not belonging to the contractor or his subcontractors in an amount not less than:
  - i) \$500,000 for any one accident
  - ii) \$1,000,000 aggregate amount
- c) For personal injuries including death and/or for damages to property not belonging to the contractor or his subcontractors caused by automotive equipment or used by the contractor or his subcontractors in an amount not less than:
  - i) \$500,000 personal injury per person per occurrence
  - ii) \$1,000,000 personal injury per occurrence
  - iii) \$500,000 property damage per accident
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
  - i) \$500,000 employer's liability per person

Such insurance shall be placed with an insurer acceptable to the contracting agency and the policies shall provide notice by the insurer to the contracting agency of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

**XIX. ADDITIONAL INSUREDS**

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

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

**XX. ADDITIONAL SERVICES**

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

**XXI. ASSIGNMENT**

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

**XXII. SUBCONTRACTORS**

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

**XXIII. CHANGES IN WORK**

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

**XXIV. REMOVAL OF DEBRIS AND CLEANING**

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

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

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

**XXVI. MISCELLANEOUS**

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

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

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Specialty Turf Supply Inc., an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 1st day of October, 2017.

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

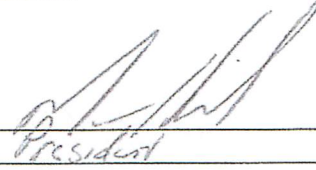
By Ashley C. Curry  
 Ashley Curry  
 Its Mayor


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

ATTESTED  
 By [Signature]



**CONTRACTOR:**  
Specialty Turf Supply, Inc.  
2136 Viking Circle  
Vestavia Hills, AL 35216

By   
Its President


ATTESTED  
By 

STATE OF ALABAMA  
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the 2<sup>nd</sup> day of Oct., 2017

  
Notary Public

My Commission Expires:  
10/14/2017

SEAL

STATE OF ALABAMA  
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the 2<sup>nd</sup> day of Oct., 2017

Melina N. Higgs  
Notary Public

My Commission Expires:  
10/14/2017  
SEAL

STATE OF ALABAMA  
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

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

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

My Commission Expires:  
\_\_\_\_\_  
SEAL

**EXHIBIT A**

(PROVIDED BY CONTRACTOR THROUGH THE BID)

ALABAMA INSURANCE EXCHANGE  
 2032 VALLEYDALE ROAD  
 BIRMINGHAM, AL 35244  
 Phone: 205-988-0800 Fax: 205-987-2080

<b>INVOICE NO. 46331</b>		Page 1
ACCOUNT NO.	GR	DATE
SPECI-5	KT	10/20/2017
BOND Dec Page		
POLICY		
63257515		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
10/20/2017	09/30/2018	10/20/2017

Specialty Turf Supply, Inc  
 Mike Hill  
 2136 Viking Cir  
 Birmingham, AL 35216

Line #	Date	Trm	Description	Amount
631827	10/20/17	NEW	Performance & Payment Bond Ves	\$9,207.00
Invoice Balance:				\$9,207.00

City of Vestavia

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE

**PERFORMANCE BOND**

Form to be Used When Bonding Only One Year  
of a Multi-Year Contract

(Page 1 of 2)

Bond No. 63257515

**KNOW ALL MEN BY THESE PRESENTS:** That, Specialty Turf Supply, Inc.

(hereinafter called Principal) as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

and duly authorized and licensed to do business in the State of Alabama

(hereinafter called Surety), as Surety, are held and firmly bound unto

City of Vestavia Hills

(hereinafter called the Obligee), as Obligee, in the full and just sum of Three Hundred Six Thousand

Eight Hundred Eighty-Four and 46/100 Dollars (\$ \$306,884.46 ),

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee dated \_\_\_\_\_ for Athletic Field Maintenance

for a period of 1 years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

**WHEREAS**, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

**NOW, THEREFORE**, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.





PERFORMANCE BOND  
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning October 20, 2017 and ending September 30, 2018.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligee for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 20th day of October, 2017.

Specialty Turf Supply, Inc.  
(Principal)

Western Surety Company  
(Surety)

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

By: Matthew Brennan  
MATTHEW JAMES BRENNAN, Attorney-in-Fact





# Western Surety Company

## PAYMENT BOND ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. 63257515

KNOW ALL MEN BY THESE PRESENTS, That we, Specialty Turf Supply, Inc.

of Birmingham, Alabama (hereinafter called the Principal), and  
Western Surety Company (hereinafter called the Surety),

are held and firmly bound unto City of Vestavia Hills  
(hereinafter called the Obligee), in the full and just sum of Three Hundred Six Thousand Eight  
Hundred Eighty-Four and 46/100 Dollars (\$ 306,884.46 ),  
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their  
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into a certain written contract with the above mentioned  
Obligee dated \_\_\_\_\_ to \_\_\_\_\_ for a period of \_\_\_\_\_  
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length  
herein.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the payment of said contract for a period  
of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal shall in  
accordance with applicable Statues, promptly make payment to all persons who supply labor and material in the  
prosecution of the work provided for in said contract, and any and all duly authorized modifications of said  
contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to  
be void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning October 20, 2017 and ending 09/30/2018.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within one year of the date upon which the person shall have last performed actual work or delivered materials to the project.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this 20th day of October, 2017.

Specialty Turf Supply, Inc.

Western Surety Company

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

By: Matthew James Brennan  
Attorney-in-Fact MATTHEW JAMES BRENNAN





# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63257515

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MATTHEW JAMES BRENNAN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Specialty Turf Supply, Inc.

Obligee: City of Vestavia Hills

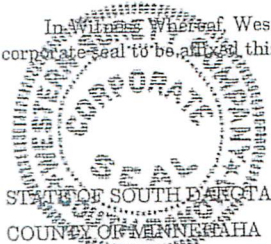
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63257515 is not issued on or before midnight of September 30, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 20th day of October, 2017.

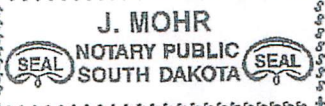


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

On this 20th day of October, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of October, 2017.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





**RESOLUTION NUMBER 5147**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND AN AMOUNT NOT TO EXCEED \$30,000 FROM THE LIBRARY FUND 13 POOLED CASH FOR A REMOTE LOCKER SYSTEM FOR CAHABA HEIGHTS AND LIBERTY PARK RESIDENTS AND A VENDING MACHINE FOR THE LIBRARY'S MAKERSPACE AREA WITH FUNDING TO BE REIMBURSED IN THE AMOUNT OF \$20,000 BY AN LSTA GRANT**

**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 expend an amount not to exceed \$30,000 from the Library Fund 13 Pooled Cash Account for the purchase of a remote locker system for Cahaba Heights and Liberty Park residents and a vending machine for the Library's Makerspace area; and
2. Reimbursement to the Pooled Cash Account in the amount of \$20,000 of this expenditure shall be derived from a LSTA grant which was awarded to the Vestavia Hills Library in the Forest in November 2018; and
3. This Resolution Number 5147 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 18<sup>th</sup> day of March, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



# VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY  
*Mayor*

TANEISHA YOUNG TUCKER  
*Library Director*

**February 27, 2019**

TO: Jeff Downes, City Manager  
Rebecca Leavings, City Clerk

FROM: Taneisha Tucker, Library Director

CC: Larry Cochran, Library Board Chair  
Melvin Turner, City Treasurer

RE: Request for Approval of Funds for Library Makerspace and Outreach

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On Tuesday, February 27, 2019, the Vestavia Hills Library Board of Trustees voted to dedicate \$30,000 from the Library's Fund 13 Pooled Cash for the following items:

- \$20,000 for an LSTA grant that was awarded to the library in November 2018. The grant was awarded to purchase a remoteLocker system for Cahaba Heights and Liberty Park residents and a vending machine for the library's makerspace.
- \$5,000 Local match required from the library.
- \$5,000 Contingency.

The total price (up to \$30,000) is to initially be paid from the Library's Fund 13 account with \$20,000 being reimbursed to the account via the grant by October 2019. I request to place this item on the March 11, 2019 agenda as a first read. Please contact me if you have any questions or concerns. Thanks in advance.



NANCY C. PACK, Ph.D.  
DIRECTOR

February 19, 2019

Vestavia Hills Public Library  
Taneisha Tucker  
1221 Montgomery Highway  
Vestavia Hills, AL 35216-2797

Project Name: Strengthening Communities  
Project Number: 19-6-7  
Amount Awarded: \$20,000

Dear Ms. Tucker:

Enclosed is your copy of your FY2019 LSTA grant contract signed by me for the above-referenced project. All of us at APLS wish you great success in your project as you serve your citizens.

The contract period is from the **date the contract is signed by me to June 30, 2019**. Your final request for payment will be due by **June 15, 2019**.

Requests for payment should be at least 25% of the LSTA grant award, except for the final request, which may be for any amount not exceeding the balance of the award. All requests must be for services that have been rendered or for items that have been acquired. A payment request form is enclosed for your use. The final report for this project is due by **August 23, 2019**. A report form will be placed on our website for your use.

We are required by federal law to monitor projects, and part of this monitoring includes making site visits. Therefore, during this fiscal year APLS consulting staff will be visiting a number of libraries that have LSTA projects.

If, at any time, you have questions about your project, please do not hesitate to contact our LSTA Coordinator, Kelyn Ralya, at (800) 723-8459, extension 3976 or (334) 213-3976. Her e-mail address is [kralya@apls.state.al.us](mailto:kralya@apls.state.al.us).

Sincerely,

Nancy C. Pack, Ph.D.  
Director

Enclosures

**ORDINANCE NUMBER 2832**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2281 – AN ORDINANCE AMENDING SECTION 8-174, VESTAVIA HILLS CODE OF ORDINANCES, REPUBLISHED 2012; ENTITLED FIRE/RESCUE EMERGENCY TRANSPORT SERVICE**

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

**1. Ordinance Number 2281 Section 8-174 entitled “Fire/Rescue Emergency Transport Service” of the Vestavia Hills Code of Ordinances, republished 2013, shall be amended to read in its entirety as follows:**

**“SECTION 8-174 – FIRE/RESCUE EMERGENCY TRANSPORT SERVICE**

After the effective date hereof, the Vestavia Hills Fire Department shall be the primary responder to all 9-1-1 calls of a medical or rescue nature.

- A.** The Vestavia Hills Fire Department will determine the Patient Category of all individuals at the time of response based upon medical protocols. The Fire Department Incident Commander will determine if transportation is to be provided by private ambulance or by the Vestavia Hills Fire Department based on Fire Department protocol.
- B.** The Vestavia Hills Fire Department shall not refuse transport of any patient requiring ALS/Emergency treatment to the emergency department or labor and delivery department of Brookwood Medical Center, Brookwood Baptist Medical Center Freestanding, St. Vincent, University Hospital, UAB West, UAB Medical West Freestanding Hoover, Veterans-Birmingham, Children’s Hospital, St. Vincent-East, BMC-Princeton, BMC-Shelby, Callahan Eye Foundation, UAB-Main, UAB-South Highlands, Grandview, and shall provide emergency medical treatment and transportation without regard to the patient’s ability to pay.
- C.** The following Fire/Rescue ALS/Emergency Transport fee shall be collected by an outside billing agency appointed by the Mayor and City Council. The fee structure shall be reviewed on an annual basis by the Mayor and City Council and the Mayor and Council shall call for an annual audit of the billing agency.

**Vestavia Hills Fire Department Emergency Medical Service Transport Fee shall be based upon services provided, detailed as follows:**

- 1. Eighteen dollars and twenty nine cents (\$18.29) per mile traveled for transport of patient; plus**

- a. ALS – Emergency - \$664.46; or
  - b. BLS – Emergency: \$559.55; or
  - c. ALS2 – Comprehensive: \$961.73; and
2. Itemized supply charges (billable only to insurance companies including Medicaid and Medicare) detailed as follows:
- a. ALS disposables: \$100
  - b. BLS Disposables: \$ 60
  - c. Oxygen: \$ 50
  - d. IV Supplies: \$ 50

D. The Fire/Rescue Emergency Transport Vehicle may transport any patient deemed appropriate by the Fire/medic and/or On-Line Medical Control, regardless of the patient’s transport category. .”

SECTION II. This Ordinance Number 2832 shall become effective upon adoption, approval and posting/publication as required by Alabama law.

**DONE, ORDERED, APPROVED and ADOPTED** this the 18<sup>th</sup> day of March, 2019.

Ashely 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 2832 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 18<sup>th</sup> day of March, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk