

**Vestavia Hills  
City Council Agenda  
August 26, 2019  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Tom Bell; Vestavia Hills Senior Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Proclamation – Payroll Week – September 2-8, 2019
7. Proclamation – International Overdose Awareness Day – August 31, 2019
8. City Manager’s Report
9. Councilors’ Reports
10. Approval Of Minutes –August 12, 2019 (Regular Meeting)

**Old Business**

11. Resolution Number 5176 – A Resolution Accepting A Bid For Right-Of-Way Mowing For The City Of Vestavia Hills (*public hearing*)
12. Resolution Number 5177 - Accepting A Bid For Landscape Maintenance For City Hall, Police Station, Library And Passive Parks Throughout The City Of Vestavia Hills (*public hearing*)
13. Resolution Number 5178 - Accepting A Bid For HVAC Services For City Of Vestavia Hills Municipal Buildings (*public hearing*)
14. Ordinance Number 2815-A – An Ordinance Amending Ordinance Number 2815 To Establish A Fee Structure For Small Cell Technology Facilities In The City Of Vestavia Hills, Alabama As Established By Ordinance Number 2814 (*public hearing*)

**New Business**

15. Ordinance Number 2866 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Vigilant
16. Resolution Number 5185 - Authorizing The City Manager To Execute And Deliver An Easement Agreement With Alabama Power At Wald Park

**New Business (Requesting Unanimous Consent)**

17. Resolution Number 5183 - A Resolution Accepting A Bid For SHAC Improvements  
(*public hearing*)

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

18. Ordinance Number 2865 – Rezoning – 601 Vestavia Parkway; Lot 3, Koger Executive Center; Rezone From Jefferson County C-P To Vestavia Hills O-2 With A Maximum Height Of 3-Stories; Compatible Zoning For A Past Annexation; Barbour Building, LLC, Owners (*public hearing*)
19. Ordinance Number 2867 – An Ordinance Approving The Final 10% Of The FY2019 Budgets For The City Of Vestavia Hills, Alabama And Authorizing The City Manager To Purchase Certain Capital Purchase From The FY2019 General Fund (*public hearing*)
20. Ordinance Number 2868 - An Ordinance Approving FY2020 Budgets For The City Of Vestavia Hills, Alabama (*public hearing*)
21. Resolution Number 5180 - A Resolution Approving A One Percent (1%) Cost of Living Adjustment (COLA) For Employees Beginning October 1, 2019 (*public hearing*)
22. Resolution Number 5181 - A Resolution Vacating A Drainage Easement On Lot 23, Southbend Subdivision; Taylor Burton Co., Inc., Owner (*public hearing*)
23. Resolution Number 5182 - A Resolution Vacating A Drainage Easement On Lot 31, Southbend Subdivision; Taylor Burton Co., Inc., Owner (*public hearing*)
24. Citizen Comments
25. Motion For Adjournment

WHEREAS, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign to pay tribute to the nearly 150 million people who work in the United States and to recognize the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in the City of Vestavia Hills, Alabama play a key role in maintaining the economic health of our city by carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement and carrying out tax withholding, reporting, and depositing; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

WHEREAS, the week in which Labor Day falls has been proclaimed National Payroll Week in order to create public awareness.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim the week of September 2 - 8, 2019 as

**PAYROLL WEEK**

in the City of Vestavia Hills to recognize the Birmingham Payroll Association and the important contributions of the citizens who work in the payroll profession.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 20th day of August 2019.

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Ashley C. Curry  
Mayor

WHEREAS, International Overdose Awareness Day is a global event held on August 31<sup>st</sup> each year with the purpose of raising awareness of overdoses, reducing the stigma of drug-related deaths, and to acknowledge the grief felt by families and friends; and

WHEREAS, drug overdose is an increasing global problem as evidenced by a report by the United Nations Office on Drugs and Crime (UNODC) that estimates over 183,000 people succumb to overdoses around the world every year; and

WHEREAS, According to the Centers for Disease Control and Prevention, drug overdose is the leading cause of accidental deaths in the United States; and

WHEREAS, More than 70,200 Americans died from drug overdoses in 2018, including illicit drugs and prescription opioids and that about 200 people overdose per day;

WHEREAS, drug overdose deaths from opioids rose from 8,048 in 1999 to 47,600 in 2017; and

WHEREAS, the City of Vestavia Hills recognizes that this epidemic affects the citizens of our city, the surrounding metropolitan area, the state of Alabama, and our nation.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim August 31, 2019 as

**INTERNATIONAL OVERDOSE  
AWARENESS DAY**

in the City of Vestavia Hills.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 26th day of August 2019.

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Ashley C. Curry  
Mayor

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**AUGUST 12, 2019**

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

**MEMBERS PRESENT:**

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

**OTHER OFFICIALS PRESENT:**

Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Melvin Turner, Finance Director  
George Sawaya, Asst. Finance Director  
Jason Hardin, Police Captain  
Scott Key, Fire Marshal  
Christopher Brady, City Engineer  
Cinnamon McCulley, Communications Specialist

Jim Cartledge; Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- Mrs. Cook welcomed the Board OLLI and stated that the Council was lucky enough to obtain an honorary membership certificate to join in on their wonderful programs.
- Mrs. Cook stated that she will be joining Dr. Wally on September 18 on a presentation on vaping.
- Mrs. Cook stated that she attended the Back to School in the Hills even which was a great success.
- Mrs. Cook stated that school started back last week bringing car pool problems and a new school opening at Dolly Ridge and Rocky Ridge. She indicated they are still working on those routes and stated that the city staff has kept her updated to answer various parental questions.
- Mr. Pierce recognized Chamber of Commerce members: Rachel Patterson and Roger Steur who were in attendance representing the Chamber Board.

- Pierce thanked the Chamber staff and committees for the Back To School in the Hills event for the wonderful success especially since the weather held off.
- Mayor stated that notices are in the back of the room for National Senior Citizens Day on August 21 from 4 to 6 PM in the evening here at City Hall. Steve Flowers is the keynote speaker for the event. He invited everyone to attend.
- The Mayor stated that some handouts were also in the back of the room regarding the Freedom from Addiction Coalition Awareness Breakfast with a topic of “Vaping” to be held at Canterbury United Methodist Church on September 20.
- Mr. Head announced an upcoming Park and Recreation Work Session on Friday, August 23, beginning at 7:30 AM in the Executive Conference Room.

### **PROCLAMATION**

The Mayor presented a proclamation designating August 12, 2019 as “National Senior Citizen Day.” Mr. Downes read the Proclamation and the Mayor presented it to Julie Harper along with members of Friendship Force, Linda Burrell, President; and Bob Kolar, Birmingham Chairman, OLLI Advisory Committee.

### **COUNCIL PRESENTATION**

Jennifer Anderson, Executive Director, OLLI at University of Alabama, expressed extreme gratitude for the support of the learning institute and because of the ongoing support of the City and the City Administration.

### **CITY MANAGER’S REPORT**

- Mr. Downes presented the City Council with his recommended FY20 General and Special Funds budget. He asked the Council to review it. He indicated there’ll be a first read later along with a work session to work on the drafted budget. He read a statement giving the highlights of the budget which included a 1% COLA, continued Community Spaces and Infrastructure Plan implementation, an increase of 4% in budgeted expenses in the General Fund. He showed charts and diagrams that describes the forecasted revenues, fund balances over time, etc.
- Mr. Downes gave an update to the Liberty Park roadwork to 4-lane most of Liberty Parkway. He stated that the first part of the project should opened very soon. He indicated that the project was delayed by rain but should be wrapping up soon.
- Mr. Downes stated that the City received a mine reclamation grant to be used at SHAC. He stated that bids were received last week and came in under projected costs and should move to Council soon for approval.

### **COUNCILOR REPORTS**

- Mr. Pierce stated he will attend the Chamber Board luncheon tomorrow with Dr. Todd Freeman as the spokesman to give update on the school system. He credited Mr. Downes, the County, the Board and the VHPD for the work done in anticipation of the traffic in and around the Dolly Ridge school.
- Mr. Pierce attending Chamber Board meeting Thursday morning.
- The Mayor reported attending the Governor signing legislation addressing the problem which was sponsored by Jabo Waggoner. He stated that there was a contingent of anti-trafficking groups there at the signing of the Act. He stated that, last week, a multi-jurisdictional task force arrested approximately 49 people in Vestavia Hills and other sister cities. He stated there will be more to come and he hopes that more will be learned about this issue.
- The Mayor stated that the Vestavia Voice had a write up regarding the new Phoenix program. He stated this program would allow anyone to come to the VHPD and request assistance in which they will be helped to find assistance for their addiction problem. He stated that some of the area health professionals are partnering for this program. And that 4 or 5 people have either called or come in to request help. He stated he is pleased with this program and the City's PD and FD.
- Mr. Weaver that the Planning and Zoning Commission met last Thursday with a number of items coming to the Council soon. He stated one of these properties is the acreage purchased by the Board of Education.

### **FINANCIAL REPORTS**

Melvin Turner, III, Finance Director, presented the financial reports for the month of June 2019. He read and explained the balances.

### **APPROVAL OF MINUTES**

The minutes of the following meeting were presented for approval: July 19, 2019 (Work Session) and July 22, 2019 (Regular Meeting).

**MOTION** Motion to dispense with the reading of the minutes of the July 19, 2019 (Work Session); and approve them as presented was by Mr. Weaver and second by Mrs. Cook. Roll call vote as follows:

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

**MOTION** Motion to dispense with the reading of the minutes of the July 22, 2019 (Regular Meeting); and approve them as presented was by Mr. Pierce and second by Mr. Weaver. Roll call vote as follows:

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

The Mayor asked to suspend the rules and move the New Business to the top of the agenda in order to allow the accountants to present and attend other meetings in another City.

**NEW BUSINESS**

**RESOLUTION NUMBER 5175**

**Resolution Number 5175 – A Resolution Accepting The 2018 Audit For The City Of Vestavia Hills**

**MOTION** Motion to approve Resolution Number 5175 was by Mr. Weaver seconded by Mrs. Cook.

Jason Harpe and Tosha Click, Carr, Riggs & Ingram, presented the City of Vestavia Hills Audit for FY 2018. He explained various parts of the Audit along with an opinion letter that explains what they did for this audit including internal control testing. He explained the General Fund for year ending September 2018 which added an additional \$2 million to the fund balance. He stated that is very good and approximately 139 days of operation from the General Fund.

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

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

**RESOLUTION NUMBER 5179**

**Resolution Number 5179 - Changing The Council Meeting Of November 11, 2019 To November 13, 2019 In Observance Of The Veterans Day Holiday**

**MOTION** Motion to approve Resolution Number 5179 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor explained this changes the Council meeting in observance of Veterans Day from the 11<sup>th</sup> of November to the 13<sup>th</sup>.

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

Mrs. Cook – yes  
Mr. Head – yes



Mr. Pierce – yes  
Mayor Curry – yes

Mr. Weaver – yes  
Motion carried.

**OLD BUSINESS**

**RESOLUTION NUMBER 5173**

**Resolution Number 5173 – A Resolution Approving A Change Order For The Green Valley Sidewalk Construction In The Amount Of \$32,560 (*public hearing*)**

**MOTION** Motion to approve Resolution Number 5173 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes explained that this Resolution approves a change order for the Green Valley Sidewalk project. He explained that there were some needs identified during the construction that warranted a change order.

Mrs. Cook stated that one of these would be to improve stormwater. She asked if this gained something needed anyhow.

Mr. Brady explained that the plans called for an 18” ditch and it was found during construction that the existing pipe was only 12” and should allow increased drainage in that area.

Mrs. Cook asked about handicapped ramps. She asked was that something that was missed during design.

Mr. Brady stated the decision was to make these more accessible because of increased pedestrian traffic in and out of the post office.

Mrs. Cook asked about damage to driveways.

Mr. Brady stated that there was a drive with cracks that would be a trip hazard and needed to be replaced.

Mr. Pierce stated he did question this change order and following a discussion with staff and Mr. Downes asks that this is remembered and should work together in the future to get more accurate designs and bids.

Mrs. Cook stated that it is a great sidewalk.

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

Mrs. Cook – yes  
Mr. Pierce – yes

Mr. Head – yes  
Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**RESOLUTION NUMBER 5167**

**Resolution Number 5167 – Annexation – 90-Day – 929 Mountain Branch Circle; Lot 40, Mountain Branch Subdivision; Honeycutt Real Estate Holdings, LLC, Owner(s) (public hearing)**

**MOTION** Motion to approve Resolution Number 5167 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Pierce gave the report of the Standing Annexation Committee regarding this property. He explained the purpose of the Annexation Committee and the procedure followed to get to this point. He stated that all of this subdivision is located in the City with the exception of this property. The home was purchased for renovations to update and later to sell. He indicated that the property, before purchase, was tax exempt but will no longer be exempt because of the purchase. Otherwise, no adverse information was found.

Mrs. Cook stated that she was out of town when this meeting occurred and she wanted to discuss voluntary contributions that are derived from petitioners for annexation. She explained the calculation of the contributions which are due even if the property is tax exempt.

The Mayor stated that a portion of the payment is forwarded to the Board of Education.

Mr. Pierce indicated that the tax exemption may vary from year to year and is based upon age and income.

Gene Honeycutt, owner, explained that he purchased the home for renovations and updating. He stated that they plan to update the home and ready it for sale.

Mrs. Cook stated that this property is completely surrounded by Vestavia Hills.

The Mayor stated that with the home sold in Vestavia, the higher sales information should prompt a revaluation of the property bringing in additional revenues for the City.

Mr. Honeycutt stated that they believe the home will sell to a younger family.

Mr. Pierce stated that the Committee reviews the value of the home as valued by the Tax Assessor.

The Mayor opened the floor for a public hearing for Resolution Number 5167 and Ordinance Number 2860. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**ORDINANCE NUMBER 2860**

**Ordinance Number 2860 – Annexation – Overnight – 929 Mountain Branch Circle; Lot 40, Mountain Branch Subdivision; Honeycutt Real Estate Holdings, LLC, Owner(s) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2860 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor stated that this is the overnight annexation of the same property.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**RESOLUTION NUMBER 5168**

**Resolution Number 5168 – Annexation – 90-Day – 2645 Alta Glen Drive; Paul and Gloria Russell, Owner(s) (public hearing)**

**MOTION** Motion to approve Resolution Number 5168 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Pierce gave the report of the Standing Annexation Committee regarding this property. He stated that the plans for this property would be to split into 3 estate lots and build three homes. No adverse information except a narrow roadway. He stated that some of this will be reviewed during the permitting process if approved.

The Mayor stated if 3 lots are created, the building permitting would be through the city for increased revenues.

Mrs. Cook asked if the road is a City road.

Mr. Brady stated this is primarily a County road.

The Mayor opened the floor for a public hearing for Resolution Number 5168 and Ordinance Number 2861. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**ORDINANCE NUMBER 2861**

**Ordinance Number 2861 – Annexation – Overnight – 2645 Alta Glen Drive; Paul and Gloria Russell, Owner(s) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2861 was by Mr. Weaver seconded by Mrs. Cook.

The Mayor stated that this is the overnight annexation of the same property.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**RESOLUTION NUMBER 5169**

**Resolution Number 5169 – Annexation – 90-Day – 2606 Acton Road; Lot 5, Altadena Valley Country Club; Mark and Jennifer Weldon, Owner(s) (public hearing)**

**MOTION** Motion to approve Resolution Number 5169 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Pierce gave the report of the Standing Annexation Committee regarding this property. He stated this property is also tax exempt and was discussed at length. He stated that the only concern raised was the length of the driveway from the roadway. He stated a drainage pipe under the drive that needs cleaning.

Mr. and Mrs. Weldon were present in regard to this request. The explained that the plan is to sell when they find another home to purchase. She stated they inherited the property from her parents. Mr. Weldon stated they are willing to avoid any exemptions in the future in order to be more attractive to the City.

The Mayor asked about voluntary contributions.

Mr. Weldon stated they paid a few thousand toward this annexation.

Mr. Pierce stated these applicants came to the January meeting and waited to do some soul searching before offering to give up the tax exemption.

Mr. Weaver stated that the purpose of annexation is to sell the home.

Mr. Weldon stated that is correct. He described the improvements that have been made to the home to make it attractive to a younger family.

The Mayor opened the floor for a public hearing for Resolution Number 5169 and Ordinance Number 2862.

David Harwell, 1803 Catala Road, asked about the voluntary contributions. Mr. Pierce explained that it's a one-time contribution for annexation.

Mr. Harwell stated that he does not agree with annexation of tax-exempt properties and indicated that he sees no advantage to bring this type of property into the City.

Mrs. Cook that there are several things that needs to be considered in annexation. One of these would be to determine if the property is likely to sell and therefore no longer be exempt, it would be good revenue for the City. She stated if there's no indication that it will be sold, she would be unlikely to support the annexation.

Mr. Harwell stated he did appreciate the response from Mrs. Cook and Mr. Pierce. Mr. Pierce stated that the Committee does review this on every annexation and each one stands on its own merit.

Mr. Boone stated that he heard the Weldons' say they will no longer claim the exemption so when they do, the property will no longer be tax exempt.

Mr. Weaver asked if that's enforceable.

Mr. Boone indicated that it probably would not be enforceable.

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

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

### **ORDINANCE NUMBER 2862**

**Ordinance Number 2862 – Annexation – Overnight – 2606 Acton Road; Lot 5, Altadena Valley Country Club; Mark and Jennifer Weldon, Owner(s) (*public hearing*)**

**MOTION** Motion to approve Ordinance Number 2862 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor stated that this is the overnight annexation of the same property.

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

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

### **RESOLUTION NUMBER 5170**

**Resolution Number 5170 – Annexation – 90-Day – 2790 Acton Place; Hugh Humphrey, Owner(s) (public hearing)**

**MOTION** Motion to approve Resolution Number 5170 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Pierce gave the report of the Standing Annexation Committee regarding this property. He stated that this property is also tax exempt but the elderly owner has moved next door, into Vestavia Hills with his daughter and son-in-law. He stated that there is a tree that needed to be removed in the cul-de-sac.

Timothy Gully, son-in-law of the petitioner, was present in regard to this request. He explained that his father-in-law has moved in with his family. He stated they are seeking to sell his home which is currently on the market.

Mr. Pierce stated that property taxes were discussed at the committee. Mr. Gully stated that most of the people who looked at the property wishes the home to be in Vestavia Hills.

The Mayor opened the floor for a public hearing for Res and Ordinance.

Mrs. Cook stated she believes some of the annexation requests are derived from the new school opening at Dolly Ridge.

The Mayor opened the floor for a public hearing for Resolution Number 5170 and Ordinance Number 2863. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

**ORDINANCE NUMBER 2863**

**Ordinance Number 2863 – Annexation – Overnight – 2790 Acton Place; Hugh Humphrey, Owner(s) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2863 was by Mr. Weaver seconded by Mrs. Cook.

The Mayor stated that this is the overnight annexation of the same property. He stated that Mr. Humphries also made a voluntary contribution for this annexation.

Mr. Gully stated that they did.

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

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

**RESOLUTION NUMBER 5171**

**Resolution Number 5171 – Annexation – 90-Day – 2429 Kenvil Circle; Lot 36, Resurvey of Lots 18, 19, 20, 33, 34, 46, 47 and 48, Buckhead, 2<sup>nd</sup> Sector; William Ennis, Owner(s) (public hearing)**

**MOTION** Motion to approve Resolution Number 5171 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Pierce gave the report of the Standing Annexation Committee regarding this property. He stated that the value of the home is a bit low but there are several homes in the City and the value should rise once annexed.

The Mayor opened the floor for a public hearing for Resolution Number 5171 and Ordinance Number 2864. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

**ORDINANCE NUMBER 2864**

**Ordinance Number 2864 – Annexation – Overnight – 2429 Kenvil Circle; Lot 36, Resurvey of Lots 18, 19, 20, 33, 34, 46, 47 and 48, Buckhead, 2<sup>nd</sup> Sector; William Ennis, Owner(s) (public hearing)**

**MOTION** Motion to approve Ordinance Number 2864 was by Mr. Weaver seconded by Mrs. Cook.

The Mayor stated that this is the overnight annexation of the same property.

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

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

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

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

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on August 26, 2019, at 6:00 PM.

- Resolution Number 5176 – A Resolution Accepting A Bid For Right-Of-Way Mowing For The City Of Vestavia Hills (*public hearing*)
- Resolution Number 5177 - Accepting A Bid For Landscape Maintenance For City Hall, Police Station, Library And Passive Parks Throughout The City Of Vestavia Hills (*public hearing*)
- Resolution Number 5178 - Accepting A Bid For HVAC Services For City Of Vestavia Hills Municipal Buildings (*public hearing*)
- Ordinance Number 2815-A – An Ordinance Amending Ordinance Number 2815 To Establish A Fee Structure For Small Cell Technology Facilities In The City Of Vestavia Hills, Alabama As Established By Ordinance Number 2814 (*public hearing*)
- , Buckhead, 2<sup>nd</sup> Sector; William Ennis, Owner(s) (*public hearing*)

### **CITIZEN COMMENTS**

Mrs. Cook stated that part of the audit tonight states that the audit recognizes the school participation and the percentage of people who locate to the City because of the school.

David Harwell, 1803 Catala Road, stated he came recently to the Council about a problem on the sidewalk and, with that, he began to learn about the Action Center. He indicated that the issues were resolved through the Action Center. He thanked the Council and the Department Heads in resolving the issues.



**EXECUTIVE SESSION**

The Mayor stated that the Council needed to go into Executive Session for the purchase and/or sale of real estate for an estimated 30 minutes. He indicated there'd be no further Council business following the Executive Session and opened the floor for a motion.

**MOTION** Motion to enter into Executive Session for the purchase/sale of real estate for an estimated 30 minutes was by Mrs. Cook and second was by Mr. Weaver. Roll call vote, as follows:

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

At 7:40 PM, the City Council exited the Chamber and moved into Executive Session. At 8:03 PM, the Council re-entered the Chamber and the Mayor called the meeting back to order.

At 8:03 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 8:04 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5176**

**A RESOLUTION ACCEPTING A BID FOR RIGHT-OF-WAY MOWING  
WITHIN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on May 30, 2019 the City of Vestavia Hills publicly read aloud bids submitted for Right-Of-Way mowing (“ROW mowing”); and

**WHEREAS**, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 1, 2019 and recommended acceptance of the bid submitted by Turf Management. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 5176 as if written fully therein; and

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

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

1. The bid submitted by Turf Management as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. This Resolution Number 5176 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 26<sup>th</sup> day of August, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

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

**INTEROFFICE MEMO**

Date: August 1, 2019

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: ROW Mowing Bid

On May 30 bids were opened for ROW Mowing throughout the city. Two bids were received. Multiple invitations were sent to various contractors. The bids are listed below:

Company	Base Bid	Alternates
Turf Management	\$84,168 per year	\$32,578 per year
Landscape Workshop	\$169,391.33 per year	\$77,840 per year

Turf Management has the expiring contract for the ROW, and I recommend that we accept the bid for the new contract from Turf Management at the next available City Council Meeting. The funds were included in the FY20 budget requests

Please let me know if you have any questions.

CC: Rebecca Leavings  
Christopher Brady  
Jeff Hughes

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON May 30, 2019 AT 10:00 AM. BIDS TO BE TURNED IN NO LATER THAN 10:00 AM ON THIS DATE.

DATE: April 24, 2019
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Turf Management Systems, Llc
PRICE\*: Base Bid \$79,608, Temple \$4,560 Total \$84,168 See attached for Alt. A & B
DELIVERY DATE: May 30, 2019
BIDS GOOD THROUGH\*\*: 90 days

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

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

This form must be notarized. FIRM Turf Management Systems, Llc

Sworn and Subscribed before me this the 29th day of May

BY Chris Sheedy, President

ADDRESS PO Box 26389

Birmingham, Al 35260

PHONE 205-979-8604

DATE May 29, 2019



Lisa M. Heifner-Hobson
Notary Public
My Commission Expires Feb. 2, 2020

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

Rebecca Leavings, Purchasing Agent

### Alternate Area A ROW Mowing & Maintenance

The City would like the following areas priced per cut as a whole with a minimum of fourteen (14) cuts per year (From April through August once every 3 weeks, and from September through March at least once per month).

Area	Price per cut
Crosshaven Drive to include Intersections of Midland Drive	\$137
Midland Drive, Crosby Drive, Glass Drive, Poe Drive and Fairhaven Drive	\$91
Crosshaven Drive from Overton Road to Cahaba Heights Road	\$137
Bearden Drive, Bearden Court, Greendale Drive, White Oak Drive Dale Drive, Green Valley Road, Goodwin Street and Wooten Drive	\$183
Christopher Drive and Pipeline Road	\$91
Mountainside Road, Ridgely Drive and North Cahaba Drive	\$91
Cahaba Heights Road, Cahaba Drive, Ronlea Circle Brent Drive	\$183
Lakeside Drive, Blue Lake Drive and Elmore Drive	\$183
Oakview Lane, Bellwood Drive, and Autumn Lane	\$91
Old Brook Trail	\$60
Old Columbiana Road	\$120
Jacobs Road	\$160
Altadena Road	\$160
<b>TOTAL FOR A</b>	<b>\$1,687</b>

### Alternate Area B ROW Mowing & Maintenance

The City would like the following areas priced per cut as a whole with a minimum of fourteen (14) cuts per year (From April through August once every 3 weeks, and from September through March at least once per month).

AREA	Price per Cut
Overton Road and Old Overton Road	\$320
Certain Areas of River Run Subdivision	\$320
<b>TOTAL FOR B</b>	<b>\$640</b>

INVITATION TO BID

CITY OF VESTAVIA HILLS  
1032 MONTGOMERY HIGHWAY  
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON May 30, 2019  
AT 10:00 AM. BIDS TO BE TURNED IN NO  
LATER THAN 10:00 AM ON THIS DATE.

DATE: April 24, 2019  
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Landscape Workshop

PRICE\*: \$ 508,174.00 WARRANTY: \_\_\_\_\_

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

BIDS GOOD THROUGH\*\*: 12/31/2019

*\*See Specifications Enclosed.*

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

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

FIRM Landscape Workshop

Sworn and Subscribed before me  
this the 28<sup>th</sup> day of May  
2019

BY Bill Cobb, Vice President

ADDRESS 550 Montgomery Hwy., suite 200

Vestavia Hills, AL 35216

PHONE (205) - 547 - 3945

DATE \_\_\_\_\_



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

Rebecca Leavings, Purchasing Agent

### Alternate Area A ROW Mowing & Maintenance

The City would like the following areas priced per cut as a whole with a minimum of fourteen (14) cuts per year (From April through August once every 3 weeks, and from September through March at least once per month).

Area	Price per cut
Crosshaven Drive to include Intersections of Midland Drive	\$ 150.00
Midland Drive, Crosby Drive, Glass Drive, Poe Drive and Fairhaven Drive	\$ 700.00
Crosshaven Drive from Overton Road to Cahaba Heights Road	\$ 150.00
Bearden Drive, Bearden Court, Greendale Drive, White Oak Drive Dale Drive, Green Valley Road, Goodwin Street and Wooten Drive	\$ 300.00
Christopher Drive and Pipeline Road	\$ 450.00
Mountainside Road, Ridgely Drive and North Cahaba Drive	\$ 360.00
Cahaba Heights Road, Cahaba Drive, Ronlea Circle Brent Drive	\$ 180.00
Lakeside Drive, Blue Lake Drive and Elmore Drive	\$ 900.00
Oakview Lane, Bellwood Drive, and Autumn Lane	\$ 180.00
Old Brook Trail	\$ 300.00
Old Columbiana Road	\$ 210.00
Jacobs Road	\$ 300.00
Altadena Road	\$ 600.00
<b>TOTAL FOR A</b>	<b>\$ 4,780.00</b>

### Alternate Area B ROW Mowing & Maintenance

The City would like the following areas priced per cut as a whole with a minimum of fourteen (14) cuts per year (From April through August once every 3 weeks, and from September through March at least once per month).

AREA	Price per Cut
Overton Road and Old Overton Road	\$ 420.00
Certain Areas of River Run Subdivision	\$ 360.00
<b>TOTAL FOR B</b>	<b>\$ 780.00</b>

**RESOLUTION NUMBER 5177**

**A RESOLUTION ACCEPTING A BID FOR LANDSCAPE MAINTENANCE SERVICES WITHIN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on May 30, 2019 the City of Vestavia Hills publicly read aloud bids submitted for Landscape Maintenance Services for City Hall, Police Station, Library and Passive Parks throughout the City of Vestavia Hills; and

**WHEREAS**, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 1, 2019 and recommended acceptance of the bid submitted by Nature Scape. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 5177 as if written fully therein; and

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

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

1. The bid submitted by Nature Scape as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. This Resolution Number 5177 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 26<sup>th</sup> day of August, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



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

**INTEROFFICE MEMO**

Date: August 1, 2019

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: Landscape Maintenance Bid

On May 30 bids were opened for Landscape Maintenance for City Hall, Police Station, Library, and passive parks throughout the city. Three bids were received. Multiple invitations were sent to various contractors. The bids are listed below:

Company	Bid	Per Cut Areas
Nature Scape	\$75,312.81 per year	\$1,575.00 per cut
Turf Management	\$121,601.00 per year	\$1,724.00 per cut
Landscape Workshop	\$94,946.00 per year	\$1,960.00 per cut

Nature Scape has the expiring contract for the current term, and I recommend that the bid for the new contract from Nature Scape be accepted at the next available City Council Meeting. The funds were included in the FY20 budget requests

Please let me know if you have any questions.

CC: Rebecca Leavings  
Jason Burnett  
Bobby McDaniel

### INVITATION TO BID

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

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON MAY 30, 2019  
AT 10:30 AM BIDS TO BE TURNED IN NO  
LATER THAN 10:30 AM ON THIS DATE.

DATE: April 30, 2019  
BID: Grounds Maintenance

Ladies and Gentlemen:

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

\*\*\*\*\*

NAME OF COMPANY: NATURESCAPE INC.

PRICE\*: \$ 75,312.<sup>81</sup> ANNUAL PRICE WARRANTY: \_\_\_\_\_

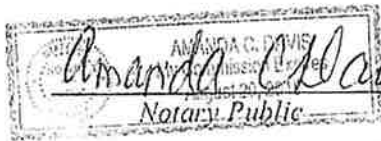
DELIVERY DATE: MAY 30, 2019

BIDS GOOD THROUGH\*\*: AUG 31, 2019

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

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

Sworn and Subscribed before me  
this the 30 day of May,  
2019.



FIRM NATURESCAPE INC.

BY [Signature]

ADDRESS 159 GREENWICH DR.  
Pelham AL 35124

PHONE 205-664-7774

My Commission Expires 8.30.19 DATE 5/30/19

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

\_\_\_\_\_  
Rebecca Leavings, Purchasing Agent

## Bid Sheet

### Grounds Maintenance

Area	Price Per Cut	Annual Cost
City Hall Complex/Police Department	Not Applicable	\$ 28,948.61
McCallum, Byrd, Shallowford, and Meadowlawn Parks	Not Applicable	\$ 25,046.78
Sicard Hollow Athletic Complex (SHAC)	Not Applicable	\$ 10,549.18
Library in the Forest	Not Applicable	\$ 10,768.24
Common area behind The Glenn, Town Village, and Andy's Nursery	\$ 425.00	Not Applicable
Altadena Park	\$ 1,150.00	Not Applicable
TOTAL	\$ 1,575.00	\$ 75,312.81

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

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON MAY 30, 2019  
AT 10:30 AM BIDS TO BE TURNED IN NO  
LATER THAN 10:30 AM ON THIS DATE.

DATE: April 30, 2019  
BID: Grounds Maintenance

Ladies and Gentlemen:

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

\*\*\*\*\*

NAME OF COMPANY: Turf Management Systems, Llc

PRICE\*: See attached WARRANTY: \_\_\_\_\_

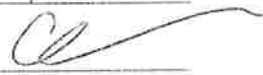
DELIVERY DATE: May 30, 2019

BIDS GOOD THROUGH\*\*: 90 days

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

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.  
**This form must be notarized.** FIRM Turf Management Systems, Llc

Sworn and Subscribed before me  
this the 29th day of May.

BY Chris Sheedy, President 

ADDRESS PO Box 26389

Birmingham, Al 35260

PHONE 205-979-8604

DATE May, 29 2019



Lisa M. Heifner-Hobson  
Notary Public  
My Commission Expires Feb 2, 2020

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

\_\_\_\_\_  
Rebecca Leavings, Purchasing Agent

## Bid Sheet

### Grounds Maintenance

Area	Price Per Cut	Annual Cost
City Hall Complex/Police Department	Not Applicable	\$60,359
McCallum, Byrd, Shallowford, and Meadowlawn Parks	Not Applicable	\$28,908
Sicard Hollow Athletic Complex (SHAC)	Not Applicable	\$11,168
Library in the Forest	Not Applicable	\$11,768
Common area behind The Glenn, Town Village, and Andy's Nursery	\$224	Not Applicable
Altadena Park	\$1,500	Not Applicable
TOTAL	\$1,724	\$121,601

### INVITATION TO BID

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

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON MAY 30, 2019  
AT 10:30 AM BIDS TO BE TURNED IN NO  
LATER THAN 10:30 AM ON THIS DATE.

DATE: April 30, 2019  
BID: Grounds Maintenance

Ladies and Gentlemen:

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

\*\*\*\*\*

NAME OF COMPANY: Landscape Workshop

PRICE\*: Please see the provided bid sheet, attached WARRANTY: \_\_\_\_\_

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

BIDS GOOD THROUGH\*\*: 12/31/2019

*\*See Specifications Enclosed.*

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

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

**This form must be notarized.**

FIRM Landscape Workshop

Sworn and Subscribed before me  
this the 28<sup>th</sup> day of May,  
2019.

BY Bill Cobb, Vice President

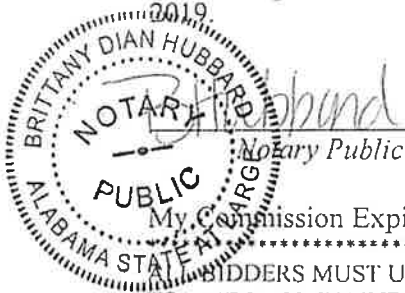


ADDRESS 550 Montgomery Hwy, suite 200

Vestavia Hills, AL 35216

PHONE (205) - 547 - 3945

DATE \_\_\_\_\_



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

\_\_\_\_\_  
Rebecca Leavings, Purchasing Agent

## Bid Sheet

### Grounds Maintenance

Area	Price Per Cut	Annual Cost
City Hall Complex/Police Department	Not Applicable	\$ 37,202.00
McCallum, Byrd, Shallowford, and Meadowlawn Parks	Not Applicable	\$ 29,580.00
Sicard Hollow Athletic Complex (SHAC)	Not Applicable	\$ 13,884.00
Library in the Forest	Not Applicable	\$ 14,280.00
Common area behind The Glenn, Town Village, and Andy's Nursery	\$ 450.00 *	Not Applicable
Altadena Park	\$ 1,510.00	Not Applicable
<b>TOTAL</b>	<b>\$ 1,960.00</b>	<b>\$ 94,946.00</b>

\* The price to cust back to the creek bank once per year, per the specifications is \$ 1,500.00 this is not included in the \$ 450.00 per cut pricing above.

**RESOLUTION NUMBER 5178**

**A RESOLUTION ACCEPTING A BID FOR HVAC MAINTENANCE FOR MUNICIPAL BUILDINGS WITHIN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on July 16, 2019 the City of Vestavia Hills publicly read aloud bids submitted for HVAC maintenance for the municipal buildings throughout the City of Vestavia Hills; and

**WHEREAS**, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated August 1, 2019 and recommended acceptance of the bid submitted by Comfort Systems, USA for the All-Inclusive Maintenance Contract. A copy of said Interoffice Memorandum as well as the proposed All-Inclusive Maintenance Contract is marked as Exhibit A attached to and incorporated into this Resolution Number 5178 as if written fully therein; and

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

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

1. The bid submitted by Comfort System for the All-Inclusive Maintenance Contract as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. This Resolution Number 5178 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 26<sup>th</sup> day of August, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



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

**INTEROFFICE MEMO**

Date: August 1, 2019

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Services Director

RE: HVAC Maintenance Proposal

On July 16 proposals were opened for HVAC maintenance throughout the city. Comfort Systems, USA, was the only company that submitted a bid with a total cost of \$77,130 per year. Multiple companies attended the pre-bid meeting. Comfort Systems has the current expiring contract, and as you are aware, it has been beneficial to the city the past 3 years with HVAC Services.

Per our discussions, I am recommending the All-Inclusive Maintenance contract be awarded to Comfort Systems, USA. The funds were requested in the FY20 Budget requests

Please let me know if you have any questions.

CC: Rebecca Leavings  
Bobby McDaniel

INVITATION TO BID

CITY OF VESTAVIA HILLS  
1032 MONTGOMERY HIGHWAY  
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF  
VESTAVIA HILLS ON JULY 16, 2019  
AT 11:00 AM. BIDS TO BE TURNED IN NO  
LATER THAN 11:00 AM ON THIS DATE.

DATE: JUNE 15, 2019  
BID: HVAC Service

Ladies and Gentlemen:

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

\*\*\*\*\*  
\*\*\*\*\*

NAME OF COMPANY: Comfort Systems USA Mid South

PRICE\*: See attached WARRANTY: \_\_\_\_\_

DELIVERY DATE: ASAP

BIDS GOOD THROUGH\*\*: August 31, 2019

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

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

**This form must be notarized.**

FIRM Comfort Systems USA Mid South

Sworn and Subscribed before me  
this the 15 day of July  
2019

BY [Signature]

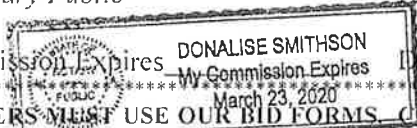
ADDRESS 1100 Richard Arrington Jr. Blvd N.

Birmingham, AL 35203

Donalise Smithson  
Notary Public

PHONE 205-664-0620

My Commission Expires March 23, 2020 DATE 7/15/19



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

[Signature]  
Rebecca Leavitts, Purchasing Agent

BID PRICING SHEET  
HVAC Costs per Group  
Basic Service

Group	Monthly Cost	Annual Cost
A	1,217	14,604
B	1,136.50	13,638
C	352	4,224
Total	2,705.50	32,466

HVAC Costs per Group  
Total Maintenance Service

Group	Monthly Cost	Annual Cost
A	3,773	45,276
B	2,056.50	24,678
C	598	7,176
Total	6,427.50	77,130



**MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS**

**Company**  
 Comfort Systems  
 3100 Richard Arrington Jr. Blvd.  
 Birmingham, AL 35203

Proposal Date: 8/6/2019  
 Proposal Number: P00323  
 Agreement Number:

Ph: 800-456-0620 Fax:

Bill To Identity	Agreement Location
City of Vestavia Hills 513 Montgomery Highway Vestavia Hills, AL 35216	City of Vestavia Hills 513 Montgomery Highway Vestavia Hills, AL 35216
Attn: Brian Davis	Attn: Brian Davis

Comfort Systems will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM: SCHEDULES:**

Agreement coverage will commence on 10/1/2019.

The Agreement price is \$77,130.00 per year, payable in advanced installments of \$6,427.50 per Month beginning on the effective date of 10/1/2019 through 9/30/2022.

This Agreement is the property of Comfort Systems and is provided for Customer's use only. Comfort Systems guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 3 years and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Company**

**Customer**

\_\_\_\_\_  
 Signature Sales Consultant

\_\_\_\_\_  
 Signature (Authorized Representative)

\_\_\_\_\_  
 Accepted for Company by: Signature

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date / Phone / Fax

\_\_\_\_\_  
 Date



## Program

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

### **WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST the equipment to determine its operating condition and efficiency. Typical activities include:

\*TESTING for motor winding resistance; excessive vibration; fan rpm; refrigerant charge; refrigerant oil (acid); water condition; flue gas analysis; safety controls, crankcase heaters; combustion and draft; control system(s), etc.

\*INSPECTING for worn, failed, or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** On-Site labor, travel labor and travel and living expenses required to clean, align, tighten, calibrate, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

\*CLEANING fan impellers & blades; coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; boiler, chiller and condenser tubes.

\*ALIGNING belt drives; drive couplings; coil fins.

\*CALIBRATING safety controls; temperature and pressure controls.

\*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

\*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; burner fuel/air ratios; gas pressure; control set points and limits; compressor cylinder unloaders; damper close-off; sump floats.

\*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

**REPAIR AND REPLACE:** On-Site labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts. This applies only to maintainable/moving components of the system.

**TROUBLE CALLS:** On-Site labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

**COMPONENTS, PARTS AND SUPPLIES:** The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently. (Refrigerant is only covered when a compressor is repaired/replaced. Any leak in the system is not covered unless stated in agreement.)



### Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price, unless otherwise indicated, is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. This Agreement applies only to the maintainable/moving components of the system(s). Repair or replacement of non-maintainable/non-moving parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, evaporator or condenser coils, refrigerant (piping and leaks), main power service and electrical wiring, electrical boards, gas valves, structural supports, tube bundles, oil storage tanks, and other similar items are excluded from labor and parts coverage.
8. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-material basis) over the sum stated in this Agreement.
9. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Service Provider.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Service Provider may charge Customer at the rate then in effect for such services.



12. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

13. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

14. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

17. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

18. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

19. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances; wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**ORDINANCE NUMBER 2815-A**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2815 TO ESTABLISH A FEE STRUCTURE FOR SMALL CELL TECHNOLOGY FACILITIES IN THE CITY OF VESTAVIA HILLS, ALABAMA AS ESTABLISHED BY ORDINANCE NUMBER 2814**

**WHEREAS**, on December 17, 2018, the Vestavia Hills City Council in a regularly scheduled City Council meeting following a public hearing voted to adopt and approve Ordinance Number 2814 to enact new regulations that apply to placement of Small Cell Technology Facilities ("Facilities" as defined in Ordinance Number 2814 and used herein) along public rights-of-way and on private properties within the City of Vestavia Hills; and

**WHEREAS**, the regulations established in Ordinance Number 2814 will be codified in a Chapter 16.5 of the Vestavia Hills Code of Ordinances ("Code") entitled "Telecommunications"; and

**WHEREAS**, Sections 2E and 3C of Ordinance Number 2814 provide that certain fees be paid by personal wireless service providers or applicants in connection with the review of applications, initial issuance and annual reissuance of permits required to construct, place, maintain and operate Facilities in the City; and

**WHEREAS**, on December 17, 2018, the Vestavia Hills City Council adopted and approved Ordinance Number 2815, amending Chapter 16.5 of the Code to set forth the level of fees contemplated in Sections 2E and 3C of Ordinance Number 2814; and

**WHEREAS**, the City Council feels it is in the best public interest to amend Ordinance Number 2815 and Chapter 16.5 of the Code to amend the level of fees contemplated in Sections 2E and 3C of Ordinance Number 2814.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**, That Ordinance Number 2815 and Section 16.6 of The Vestavia Hills Code Of Ordinances Be Amended **effective June 1, 2020** To Include The Fees Set Forth In This **Ordinance Number 2815-A**, As Follows:

**"SMALL CELL TECHNOLOGY FACILITIES FEE STRUCTURE**

<b>DESCRIPTION</b>	<b>FEE</b>
<b>Permits to Place and Operate Facilities on Public Right-of-Way</b>	
Permit Application and Review Fee-The First five small wireless facilities included in a single application (Ord. No. 2814)	\$500.00



Permit Application and Review Fee- Each Additional small wireless facility in excess of the above initial five included in one application (Ord. No. 2814)	\$100.00
Permit Application and Review Fee – For installation of a new pole together with the mounting or installation of an associated small wireless facility in the right-of-way.	1,000.00
Annual License Fee per Support Structure (Ord. No. 2814)	\$270.00
<b>Permits to Place and Operate Facilities on Private Property</b>	
Permit Application and Review Fee- The First five small wireless facilities included in a single application (Ord. No. 2814)	\$500.00
Permit Application and Review Fee- Each Additional small wireless facility in excess of the above initial five included in one application (Ord. No. 2814)”	\$100.00

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Vestavia Hills, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

**DONE, ORDERED, APPROVED and ADOPTED** this the 26<sup>th</sup> day of August, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2815-A 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 26th day of August, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Public Library, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2866**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER  
TO EXECUTE AND DELIVER AN AGREEMENT WITH VIGILANT  
SOLUTIONS, LLC, FOR A LICENSE PLATE RECOGNITION SYSTEM**

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Vigilant Solutions, LLC, a Delaware corporation (“Vigilant”) for a license plate recognition system, subject to suggested revisions as detailed in Section 3 below; and
2. A copy of said agreement is marked as Exhibit A and is affixed to and incorporated into this Ordinance Number 2866 as though written fully therein; and
3. Said agreement has been reviewed and approved subject to certain revisions by the City Attorney as defined in a letter dated August 20, 2019; a copy of which is marked as Exhibit B and is affixed to and incorporated into this Ordinance Number 2866 as though written fully therein; and
4. Said agreement has been revised as directed by the City Attorney prior to execution by the Mayor and City Manager; and
5. This Ordinance Number shall become effective immediately upon adoption and approval and publishing/posting pursuant to Alabama law.

**DONE, ORDERED, ADOPTED and APPROVED** this the 26<sup>th</sup> day of August, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and \_\_\_\_\_, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at \_\_\_\_\_ (“Affiliate”).

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

**WHEREAS**, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

**WHEREAS**, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

### I. Definitions:

**“Booking Images”** refers to both LEA Booking Images and Commercial Booking Images.

**“CJIS Security Policy”** means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

**“CLK”** or **“Camera License Key”** means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

**“Commercial Booking Images”** refers to images collected by commercial sources and available on LEARN with a paid subscription.

**“Commercial LPR Data”** refers to LPR data collected by private sources and available on LEARN with a paid subscription.

**“Criminal Justice Information Services Division”** or **“CJIS”** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice,

civilian, academic, employment, and licensing agencies.

**“Effective Date”** means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

**“Enterprise License”** means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

**“LEA Booking Images”** refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

**“LEA LPR Data”** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

**“Service Fee”** means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

**“Service Package”** means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

**“Service Period”** has the meaning set forth in Section III (A) of this Agreement.

**“Software Products”** means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

**“Technical Support Agents”** means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

**“User License”** means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

**“Users”** refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the

Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

### **III. Term; Termination.**

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

### **IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from Defects during the term of this Agreement (the “Warranty Period”). “ In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

#### **V. Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

#### **VI. Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

#### **VII. Ownership of Software.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and

the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

#### **VIII. Data Sharing, Access and Security.**

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

#### **IX. Ownership and use of Data.**

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

#### **X. Loss of Data, Irregularities and Recovery.**

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

#### **XI. Data Retention and Redundancy.**

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

#### **XII. Account Access.**

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.



B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

### XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

Service Package - Option # 2 – 'Intelligence-Led Policing (ILP)' Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
  - FaceSearch Account
  - FaceSearch Mobile Companion
  - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and

access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

<b>Annual Service Fee Schedule (multiplied by number of CLK's Issued)</b>				
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00

<b>Intelligence-Led Policing Service Package Annual Fee Schedule</b>	
Tier	ILP Annual Fee
ILP Tier 1 (Option #2)	\$14,995.00
ILP Tier 2 (Option #2)	\$34,495.00
ILP Tier 3 (Option #2)	\$59,995.00
ILP Tier 4 (Option #2)	\$89,995.00
ILP Tier 5 (Options #2)	\$119,995.00
ILP Tier 6 (Option #2)	\$154,995.00

<b>Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp)</b>	
5,000 Images	\$750.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is \_\_\_\_ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. **Advanced Service Fee Payments.** Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that

entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

#### **XIV. Miscellaneous.**

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Alabama without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing

time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<p><b>Vigilant Solutions, LLC</b>                  Attn: Sales Administration                  1152 Stealth Street                  Livermore, CA 94551</p>	<p><b>Affiliate:</b> _____                  Attn: _____                  Address: _____                  _____</p>
---	--

M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate’s existing facial recognition images to be imported into its FaceSearch gallery. This process

requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

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

Signature: \_\_\_\_\_

Affiliate Organization: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_



### Enterprise Service Agreement

### Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

<b>Enterprise License Agreement Holder</b>			
Company / Agency Name:			
Company / Agency Type:			
Address:			
<b>Primary Contact</b>			
Name:			
Title:		Phone:	
Email:			
<b>Supervisor Information</b>			
Name:			
Title:		Phone:	
Email:			
<b>Financial Contact (Accounts Payable)</b>			
Name:			
Title:		Phone:	
Email:			
<b>Technical Support Contact # 1</b>			
Name:			
Title:		Phone:	
Email:			
<b>Technical Support Contact # 2</b>			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

1-925-398-2079

## Exhibit A: Option # 2 ILP Tier Package Components

## Item Description

**ILP Bundle for Agencies of Up to 100 Sworn**

## Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- One (1) 3-Camera Mobile LPR System
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 5,000 images

**ILP Bundle for Agencies of 101 to 200 Sworn**

## Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Two (2) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 20,000 images

**ILP Bundle for Agencies of 201 to 500 Sworn**

## Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Three (3) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 50,000 images

**ILP Bundle for Agencies of 501 to 1,000 Sworn**

## Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 75,000 images



**ILP Bundle for Agencies of 1,001 to 1,500 Sworn**

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 100,000 images

**ILP Bundle for Agencies of 1,501 to 2,000 Sworn**

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Five (5) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 200,000 images

## Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

## Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

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)**

August 20, 2019

By Electronic Mail

Captain Brian Gilham  
Vestavia Hills Police Department  
Vestavia Hills Municipal Center  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

In Re: Proposed Agreement By and Between Vigilant Solutions, LLC  
and the City of Vestavia Hills, Alabama

Dear Captain Gilham:

On August 14, 2019, you sent to me via electronic mail a copy of a proposed Enterprise Service Agreement by and between Vigilant Solutions, LLC and the Vestavia Hills Police Department (the "Agreement") with a request that I review it and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

**I. FACTS**

Vigilant Solutions, LLC, a Delaware corporation, prepared and submitted a proposed Enterprise Service Agreement ("ESA") with the City of Vestavia Hills Police Department ("Affiliate") proposing to provide license plate recognition technology and technical support for and in consideration of payments in accordance with the fee schedule on page 7.

**II. LEGAL ISSUE ONE**

**A. LEGAL ISSUE ONE:** Is the proposed Agreement by Vigilant Solutions, LLC subject to the Alabama Competitive Bid Law?

**B. LEGAL OPINION:** It is my legal opinion that the Agreement is not subject to the Alabama Competitive Bid Law.

August 20, 2019

Page 2

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon the Alabama Competitive Bid Law, which states in pertinent parts as follows:

(1) The Alabama Competitive Bid Law applicable to municipalities set forth at Title 41-16-50(a), *Code of Alabama, 1975*, provides in pertinent parts as follows:

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

(2) Title 41-16-51(a)(11), *Code of Alabama, 1975*, provides as follows:

**“§41-16-51. Exemptions—Void Contracts—Criminal Penalties.**

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

(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids **and custom software.** (*emphasis added*)”

### III. **LEGAL ISSUE TWO**

A. **LEGAL ISSUE TWO:** Is the City required to pay sales taxes as required by section XIII-B on page 7 of the Agreement?

B. **LEGAL OPINION:** It is my legal opinion that the City is not required to pay sales taxes.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon Title 40-23-4(a), *Code of Alabama, 1975*.

#### IV. LEGAL ISSUE THREE

A. LEGAL ISSUE THREE: Must the Agreement be approved by the City Council prior to the execution and delivery thereof?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Question Three is in the affirmative.

C. BASIS FOR LEGAL OPINION:

1. Approval: All contracts must be approved by a resolution or ordinance enacted by the City Council (*Van Antwerp, et al v. Board of Commissioners of City of Mobile, et al*, 217 AL 201, 115 So. 239 (1928); *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011)).

2. Signature:

(a) By the Mayor (Title 11-43-83, *Code of Alabama, 1975*).

(b) By the City Manager (Title 11-43-21(7), *Code of Alabama, 1975*).

3. Legislative Decision: Title 11-43-43, *Code of Alabama, 1975*, provides that all legislative powers of a municipality must be exercised by the City Council.

4. Finances: Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances of the City.

#### V. LEGAL ISSUE FOUR

A. LEGAL ISSUE FOUR: Can the City legally agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Florida?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue Four is in the negative.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the following Alabama laws:

(1) Venue: Title 6-3-6, *Code of Alabama, 1975*, provides that all civil actions against corporations may be brought in any of the following counties:

(a) The county where the event or omission giving rise to the claim occurred or a substantial part of real property that is the subject of the action is situated (Jefferson County, Alabama); or

August 20, 2019

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(b) In the county where the plaintiff had its principal office in this state (the City operates in Jefferson County, Alabama); or

(c) If subdivisions 1 or 2 do not apply, then in any county in which the corporation was doing business at the time of the accrual of the cause of action (Jefferson County, Alabama).

(2) **Waiver of Consent to Jurisdiction:** The Supreme Court of Alabama decided the case of *Underwood v. Alabama State Board of Education*, 39 So.3<sup>rd</sup> 120, in 2009 and held that jurisdiction over the subject matter cannot be created by waiver or consent.

(3) **Jurisdiction:** In 1912, the Court of Civil Appeals of Alabama decided the case of *Hirsch & Spitz Mfg. Co. v. City of Enterprise*, 59 So. 315, 5 Ala.App. 387, and held that the right of a municipal corporation to contract must be construed by the laws of the state irrespective of where a contract is made. Based upon *Hirsch & Spitz Mfg. Co. v. City of Enterprise*, it is my legal opinion that the City cannot legally agree to submit to the jurisdiction of the courts in the State of Florida to resolve any disputes or issues arising out of the Agreement.

D. **My RECOMMENDATION:** The proposed Agreement should state the Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

## VI. **MY RECOMMENDATION**

From a legal standpoint, I recommend the execution and delivery of the document; provided, however, it is amended consistent with this legal opinion. Please call me if you have any questions regarding any matters set forth herein. Thank you.

Sincerely,



Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

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



**RESOLUTION NUMBER 5185**

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

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 5185 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 26<sup>th</sup> day of August, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**EASEMENT – DISTRIBUTION FACILITIES**

STATE OF ALABAMA

COUNTY OF JEFFERSON

This instrument prepared by: Jeff J. Callicott

Alabama Power Company  
Corporate Real Estate  
2 Industrial Park Drive  
Pelham, AL 35124

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

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

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

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in see Exhibit "A" attached hereto and made a part hereof, in the Office of the Judge of Probate of the above named County.

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

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

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by \_\_\_\_\_, its authorized representative, as of the \_\_\_\_\_ of \_\_\_\_\_, 2019.

ATTEST (if required) or WITNESS:

\_\_\_\_\_  
City of Vestavia Hills  
(Grantor)

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

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

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

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

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

W.E. # A6173-14-D519 Transformer # T00JP5 All facilities on Grantor: Yes ¼, ¼ STR & LOC to LOC \_\_\_\_\_

NE ¼ of the NW ¼, Section 31, Township 18S, Range 2W

**CORPORATION NOTARY**

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

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

I, \_\_\_\_\_, a Notary Public, in and for said County in said State,

hereby certify that \_\_\_\_\_, whose

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

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

[SEAL]

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

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

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

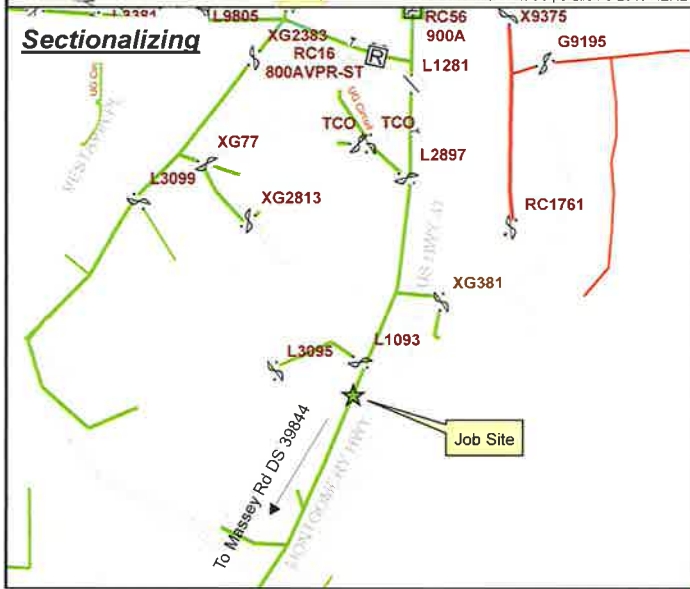
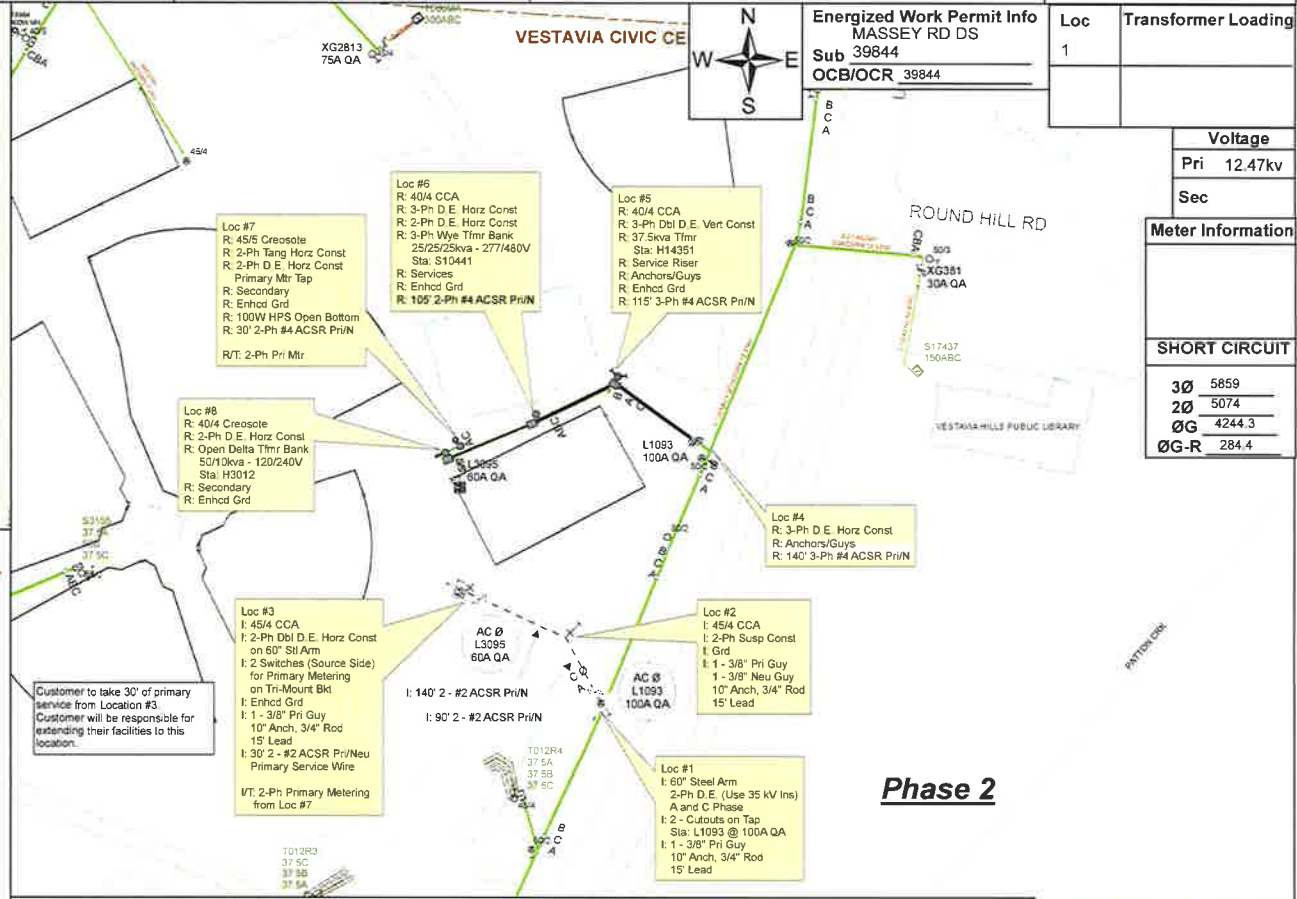
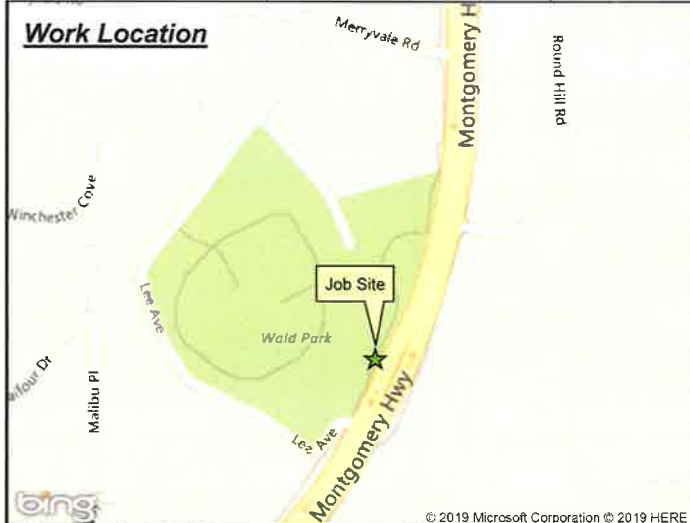
Map Center UTM: 1704245 12135990

Map Center LatLon: 33.430713 -86.790717

1 inch = 150 feet



Customer Phase 2 City of Vestavia - Wald Park	Location 1973 Merryvale Rd	Cmtd. Svc Date ??????	County Jefferson	Section 31	Township 18S	Range 02W	Add'l Info.	Estimate No. <b>A6173-14-D519</b>
Division PD Birmingham	District Metro South	Town Vestavia	UserID jdfreema	Created: 8/7/2019	Substation MASSEY RD DS	X- 39844	Y- RC1083	MISSALL#



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**EWP Information:**  
Massey Rd D.S. - 39844  
EWP on breaker - 39844  
Ref#: H16544 and L1281

David Freeman  
APCo Engineer  
Tel 205-226-1755  
jdfreema@southernco.com

Exhibit "A"

Property ID 72247343-001

W.E. # A6173-14-D519

A parcel of land located in the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 31, Township 18S, Range 2W, in Jefferson County, more particularly described as follows:

**METES AND BOUNDS:** P O B INTER OF N LINE N W  $\frac{1}{4}$  SEC 31 T 18 S R 2 W & N W LINE U S HWY 31 TH SWLY 1310 FT S ALG U S HWY 31 TO OLD MONTGOMERY HWY TH NWLY 1130 FT S TH NELY 600 FT S ALL ALG OLD MONT HWY TO N LINE N W  $\frac{1}{4}$  TH E 870 FT S ALG N LINE N W  $\frac{1}{4}$  TO P O B LYING IN N  $\frac{1}{2}$  OF N W  $\frac{1}{4}$  SECT 31 TWSP 18S RANGE 2W

## **RESOLUTION NUMBER 5183**

### **A RESOLUTION ACCEPTING A BID FOR SHAC PARK IMPROVEMENTS – PHASE III AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO SECURE SAID CONSTRUCTION**

**WHEREAS**, Invitation to Bids were invited and publically read on August 9, 2019 for Sicard Hollow Athletic Complex (“SHAC”) Park Improvements – Phase III with two bids received; and

**WHEREAS**, a copy of the official bid tabulation is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5183 as if written fully therein; and

**WHEREAS**, recommendation was made in a letter dated August 12, 2019 from Ed Norton, Holcombe Norton Partners, and a letter dated August 22, 2019 from W. Ken Upchurch III, TCU, to accept the base bid submitted by Coston General Contractors, Inc., a copy of which is marked as Exhibit B and is attached to and incorporated into this Resolution Number 5183 as if written fully therein; and

**WHEREAS**, the Mayor and the City Council feel it is in the best interest of the public to accept said bid as recommended.

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

1. The base bid submitted by Coston General Contractors, Inc., is hereby accepted; and
2. The City Manager is hereby authorized to take all actions necessary in order to secure said construction; and
3. This Resolution number 5183 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 23rd day of August, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





August 22, 2019

Mr. Jeff Downes  
City Manager  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

Re: SHAC AML Project

Dear Mr. Downes:

TCU Consulting Services has reviewed the bid and concur with Holcombe Norton Partners. It is our recommendation that the City of Vestavia Hills proceed with contract award to Coston Construction for the Base Bid that was received on August 9, 2019 for the additions to SHAC Park.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Ken Upchurch, III", with a long horizontal flourish extending to the right.

W. Ken Upchurch, III  
Principal



12 August 2019

Jeffery Downes, City Manager  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

**Re: City of Vestavia Hills  
Sicard Hollow Athletic Complex Park Improvements - Phase III  
Bid Opening: 9 August 2019**

Mr. Downes:

In accordance with standard procedures and state law, please accept this letter to verify the following regarding the above referenced Project:

1. The Project was properly advertised.
2. There were no irregularities noted concerning the bids received.
3. The proposal of the low bidder was complete, responsive to the invitation, and not conditional.
4. The low bidder's Base Bid was below the funds available.
5. The low bidder is a General Contractor licensed by the State of Alabama under Title 34: License Number **22456 BC; H/RR; HS & MU**.
6. **Coston General Contractors, Inc.**, the low bidder, to the best of our knowledge is a "responsible" Contractor.

Based on the above items, we are not aware of any reason that **Coston General Contractors, Inc.** should not be designated the low bidder. Therefore, it is our recommendation that the City accepts their Base Bid and proceeds with execution of the Contract.

If you have any questions or comments, please contact me.

Thank you,  
HOLCOMBE NORTON PARTNERS, INC.

A handwritten signature in black ink, appearing to read "Ed Norton", is written over the typed name.

Ed Norton, PLA

**HOLCOMBE NORTON PARTNERS**

landscape architecture

1914 28<sup>th</sup> Avenue South Birmingham, Alabama 35209 phone 205.870.9936 fax 205.871.8974 web  
hnpsiteplan.com

**ORDINANCE NUMBER 2865**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY C-P TO VESTAVIA HILLS O-2**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County C-P to Vestavia Hills O-2:

601 Vestavia Parkway  
Lot 3, Koger Executive Center  
Barbour Building, LLC, Owner(s)

**BE IT FURTHER ORDAINED**, that said zoning is conditioned upon a maximum height limit of 3 stories for any building located and/or constructed on the property.

**APPROVED and ADOPTED** this the 9<sup>th</sup> day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

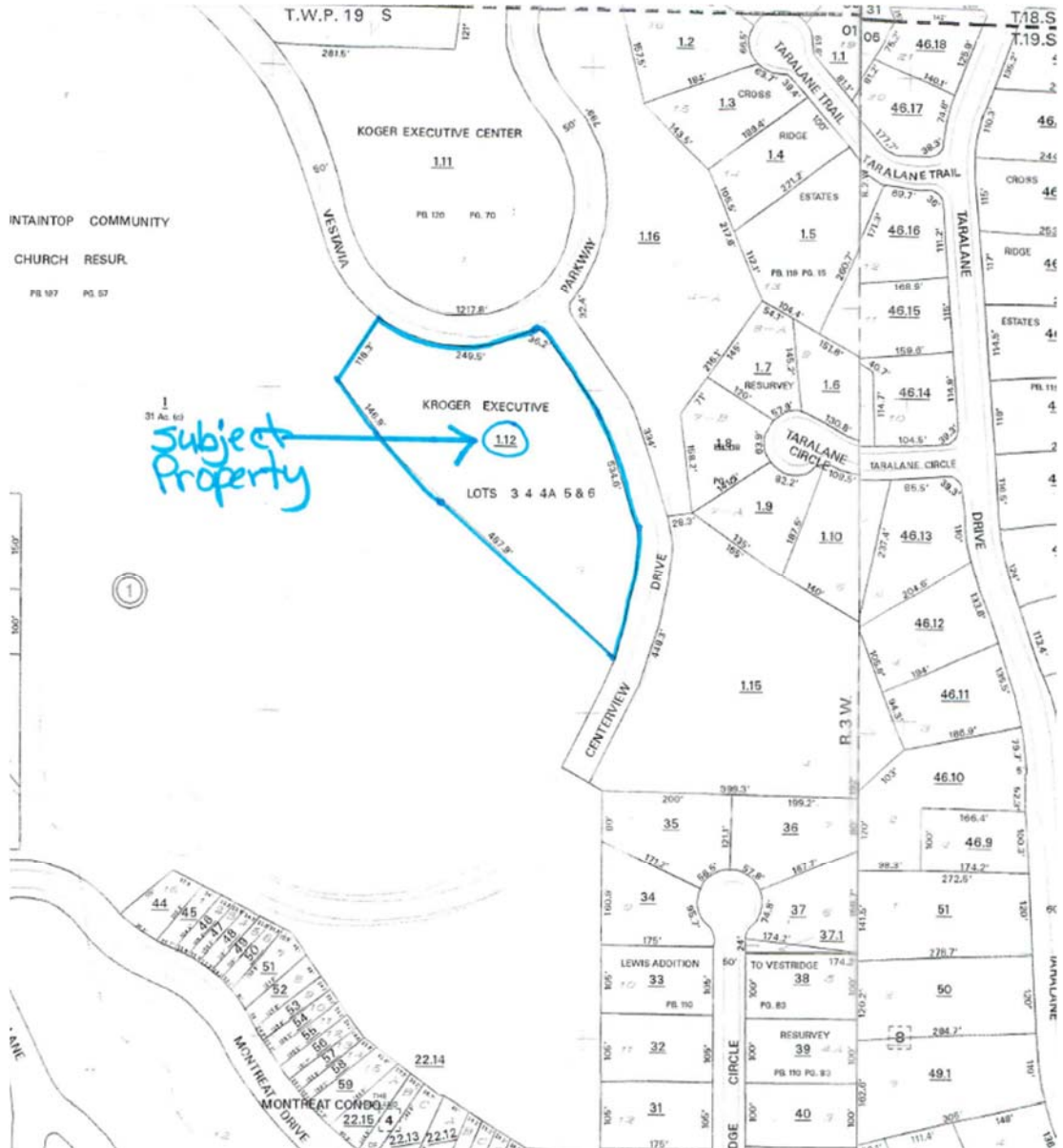
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2865 is a true and correct copy of such 9<sup>th</sup> day of September, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk



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

Date: **AUGUST 8, 2019**

- **CASE:** P-0819-39
- **REQUESTED ACTION:** Rezoning JC-CP to Vestavia Hills O-2 with 3 Story Maximum Height
- **ADDRESS/LOCATION:** 601 Vestavia Parkway
- **APPLICANT/OWNER:** Barbour Building, LLC
- **GENERAL DISCUSSION:** This is a rezoning of a property on Vestavia Parkway. There has been an office building that has operated on this property for decades. When it was annexed into the city, the property was never formally zoned, as some of the office buildings are in the area. Because there is not an official zoning on the books for this property, staff determined that it must be rezoned. The applicants contacted Jefferson County and found the original County zoning, which was JC-CP. The request is to rezone to Vestavia Hills O-2 with a three-story maximum building height. All current easements will remain.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for office park district.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Gilchrist made a motion to recommend Rezoning from JC-CP to Vestavia Hills O-2 with 3 Story Maximum Height Limit for the property located At 601 Vestavia Parkway. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver – yes

Mr. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes





601 VESTAVIA PKWY X Q

Show search results for 601 VE...



VESTAVIA PKWY

VESTAVIA PKWY

TARALANE DR

TARALANE DR

TARALANE CIR

CENTERVIEW DR

**Zoning1**

PARCELID	3900011001001012
DISTRICT	020
ESN_NUM	62
PROPADD	601 VESTAVIA PKWY
TAX_TOWNSH	39
SECTION	01
OSECTION	1
BLOCK	001
PARCEL	001012
VH_ZONING	R-2
ZNG_ORD	28F
ZNG_ORD_DT	10/22/1956
ZNG_ORD2	

Zoom to

O-2

2416

3002

3006

3010

2400

2401

2604

2801

R-2 2403

2400

2409

3016

100 R-2

3022

R-2

Inst-1

225

809

720

Inst-1

744

Inst-1

100ft

**ORDINANCE NUMBER 2867**

**AN ORDINANCE FOR APPROVAL OF THE FINAL 10% OF THE BUDGET FOR THE CITY OF VESTAVIA HILLS, ALABAMA FOR THE FISCAL YEAR 2018-2019 AND TO AUTHORIZE THE CITY MANAGER TO EXPEND UP TO \$166,841 FOR CERTAIN CAPITAL EXPENDITURES TO BE EXPENSED TO FY 2019**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, at its regular meeting of September 10, 2018, adopted and approved Ordinance Number 2788 to adopt 90% of a General Fund budget, 90% of a Special Revenue Fund budget, 90% of a Capital Projects Fund budget and 90% of a Infrastructure and Community Spaces Fund budget for the fiscal year 2018-2019; and

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of aforesaid budgets for the fiscal year 2018-2019.

**Total Budget Recap**

	<b>General Funds</b>	<b>Special Funds</b>	<b>Capital Projects Funds</b>	<b>Infrastructure &amp; Community Spaces</b>
Total Budget Approved	\$ 44,376,286.00	\$ 3,259,642.00	\$ 2,038,735.00	\$ 3,244,878.00
Less 90% approved in Ord. 2788	\$ 39,938,657.00	\$ 2,933,678.00	\$ 1,834,862.00	\$ 2,920,390.00
Final 10% to be approved	\$ 4,437,629.00	\$ 325,964.00	\$ 203,873.00	\$ 324,488.00

**BE IT RESOLVED**, by the City Council of the City of Vestavia Hills, Alabama, that the final portion of the annual budget amounting to \$4,437,629.00 (general funds), \$325,964.00 (special funds), \$203,873.00 (capital projects funds) and \$324,488 (Infrastructure and Community Spaces Fund) for the fiscal year 2018-2019 is hereby adopted.

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to expend an amount not to exceed \$166,841 for certain capital expenditures to be expensed to the 2019 fiscal year; said items are detailed in Exhibit A, attached to and incorporated into this Ordinance Number 2867 as though written fully therein; and

This Ordinance Number 2857 shall become effective upon adoption and approval and publishing/posting pursuant to Alabama law.

**APPROVED and ADOPTED** this the 9<sup>th</sup> day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## PURCHASES - USE OF FISCAL 2019 SURPLUS FUNDS

<u>CITY CLERK</u>			<u>TOTAL</u>
	Printer	\$ 6,000	
	Fax	\$ 800	
	UPS	\$ 380	
	Laptop Computer	\$ 2,500	
			<b>\$ 9,680</b>
<u>INFORMATION TECHNOLOGY</u>			
	Computers	\$ 4,000	
	Laptop Computers	\$ 5,600	
	Netshelter Enclosure	\$ 1,600	
	Switches	\$ 26,500	
	Cisco SFP	\$ 5,800	
			<b>\$ 43,500</b>
<u>POLICE DEPARTMENT</u>			
	Outdated Vests	\$ 10,621	
	Medic Kits	\$ 370	
	Door Unlock Kits	\$ 1,500	
	Nalazone Kits	\$ 1,000	
	Patrol Rifle Optics	\$ 3,200	
	OC/Pepper Spray	\$ 850	
	SWAT Breaching Supplies	\$ 1,500	
	Covert Narcotics Equipment	\$ 2,500	
	Patrol Rifle Accessories	\$ 3,500	
	Opening Aluminum Slide Gate	\$ 11,450	
			<b>\$ 36,491</b>
<u>FIRE DEPARTMENT</u>			
	Routers	\$ 1,675	
	Desktop Computers	\$ 4,650	
	Monitors	\$ 875	
	Printers	\$ 8,000	
	UPS	\$ 950	
	MDT	\$ 3,500	
	MDT Mount	\$ 1,000	
	Surface Pro	\$ 1,500	
	Fujitsu Updates	\$ 2,000	
			<b>\$ 24,150</b>
<u>PUBLIC SERVICES</u>			
	Fence Panels	\$ 4,125	
	Utility Trailer	\$ 1,700	
	Honda Generator	\$ 3,200	
	AED Replacements for Parks	\$ 5,995	
			<b>\$ 15,020</b>
<u>LIBRARY</u>			
	Blinds Repair or Replacement	\$ 38,000	
			<b>\$ 38,000</b>
<b>GRAND TOTAL</b>			<b><u>\$ 166,841</u></b>

**ORDINANCE NUMBER 2868**

**AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AND AN INFRASTRUCTURE AND COMMUNITY SPACES PROJECT FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2019 UNTIL SEPTEMBER 30, 2020.**

**WHEREAS**, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$46,141,682 including transfers out, to be effective for the period beginning October 1, 2019, through September 30, 2020; and

**WHEREAS**, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$4,326,458 including transfers from the General Fund, to be effective for the period beginning October 1, 2019, through September 30, 2020; and

**WHEREAS**, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$1,885,252 to be effective for the period beginning October 1, 2019, through September 30, 2020.

**WHEREAS**, the City Manager has prepared an “infrastructure and community spaces fund budget” for said period reflecting expenditures in the amount of \$3,515,875 to be effective for the period beginning October 1, 2019, through September 30, 2020.

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

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

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$41,527,514, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions, and provisions set forth below; and

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$3,893,812, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions and provisions set forth below; and

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$1,696,727, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions and provisions set forth below.

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$3,163,388, of the “infrastructure and community spaces project fund budget” for the City of Vestavia Hills for fiscal year 2018-2019 upon the terms, conditions and provisions set forth below.

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$41,527,514, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$46,141,682 multiplied by 90% equals  
\$41,527,514; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$3,893,812 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$4,326,458 multiplied by 90% equals  
\$3,893,812; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$1,696,727 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$1,885,252 multiplied by 90% equals  
\$1,696,727; and

4. The “infrastructure and community spaces fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$3,163,388 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$3,514,875 multiplied by 90% equals  
\$3,163,388; and

5. The City Manager is hereby authorized to expend the sum of \$41,527,514 from the General Fund, \$3,893,812 from the Special Revenue Fund, \$1,696,727 from the Capital Projects Fund, and \$3,163,388 from the Infrastructure and Community Spaces Fund for municipal expenses for the period beginning October 1, 2019, and ending September 30, 2020.

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

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

**APPROVED and ADOPTED** this the 9<sup>th</sup> day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2868 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 9th day of September, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk



**CITY OF VESTAVIA HILLS  
ANNUAL BUDGET  
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2020**

<b><u>REVENUE:</u></b>	<b><u>GENERAL</u></b>	<b><u>SPECIAL</u></b>	<b><u>CAPITAL</u></b>	<b><u>COMMUNITY SPACES</u></b>	<b><u>TOTAL</u></b>
STATE REVENUE	133,802		307,110		440,912
COUNTY REVENUE	16,593,423				16,593,423
CITY REVENUE	28,931,936		623,000		29,554,936
PARKS & RECREATION	433,700				433,700
4 CENT GASOLINE TAX		217,000			217,000
5 CENT GASOLINE TAX		100,000			100,000
10 CENT GASOLINE TAX		146,400			146,400
7 CENT GASOLINE TAX		1,122,000			1,122,000
E-911 FUNDS		795,943			795,943
COURT & CORRECTIONS		513,000			513,000
LIBRARY STATE AID		26,710			26,710
LIBRARY BOOKS & DONATIONS		87,000			87,000
VEHICLE TAGS / ADMINISTRATION		133,599			133,599
<b>TOTAL REVENUE</b>	<b>\$46,092,861</b>	<b>\$3,141,652</b>	<b>\$930,110</b>	<b>\$0</b>	<b>\$50,164,623</b>

**CITY OF VESTAVIA HILLS  
ANNUAL BUDGET  
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2020**

<b><u>EXPENDITURES:</u></b>	<b><u>GENERAL</u></b>	<b><u>SPECIAL</u></b>	<b><u>CAPITAL</u></b>	<b><u>COMMUNITY SPACES</u></b>	<b><u>TOTAL</u></b>
NON DEPARTMENTAL	7,808,817			3,447,175	11,255,992
CITY COUNCIL	85,778				85,778
MAYOR & ADMINISTRATION	1,275,112				1,275,112
CITY CLERK	426,536		9,000		435,536
MUNICIPAL COMPLEX	287,551				287,551
INFORMATION SERVICES / TECHNOLOGY	554,325		100,228		654,553
POLICE	9,597,448		753,697		10,351,145
FIRE	10,374,117		799,547		11,173,664
BUILDING SAFETY & INSPECTIONS	594,601		20,397		614,998
PUBLIC SERVICES	7,235,521		152,383	67,700	7,455,604
PUBLIC LIBRARY	2,377,760				2,377,760
4 CENT GASOLINE TAX		616,190			616,190
5 CENT GASOLINE TAX		252,682			252,682
10 CENT GASOLINE TAX		146,400			146,400
7 CENT GASOLINE TAX		1,457,962			1,457,962
E-911 FUNDS		927,647			927,647
COURT & CORRECTIONS		560,187			560,187
LIBRARY STATE AID		26,710			26,710
LIBRARY BOOKS & DONATIONS		208,100			208,100
VEHICLE TAGS / ADMINISTRATION		130,580			130,580
<b>SUB-TOTAL EXPENDITURES</b>	<b>\$40,617,566</b>	<b>\$4,326,458</b>	<b>\$1,835,252</b>	<b>\$3,514,875</b>	<b>\$50,294,151</b>
<b><u>TRANSFER-OUT:</u></b>					
General Fund to Special Funds (funds 07 & 11)	71,558				\$71,558
General Fund to Capital Reserve Fund (Sales Tax %)	812,083				\$812,083
General Fund to Community Spaces	4,640,475				\$4,640,475
Capital/Confiscation to General Fund (policeman salary offset)			50,000		\$50,000
<b>TOTAL - TRANSFER-OUT</b>	<b>\$5,524,116</b>		<b>50,000</b>		<b>\$5,574,116</b>
<b>TOTAL EXPENDITURES</b>	<b>\$46,141,682</b>	<b>\$4,326,458</b>	<b>\$1,885,252</b>	<b>\$3,514,875</b>	<b>\$55,868,267</b>

**CITY OF VESTAVIA HILLS  
ANNUAL BUDGET  
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2020**

<b><u>OTHER REVENUE SOURCES:</u></b>	<b><u>GENERAL</u></b>	<b><u>SPECIAL</u></b>	<b><u>CAPITAL</u></b>	<b><u>COMMUNITY SPACES</u></b>	<b><u>TOTAL</u></b>
TRANSFER-IN:					
From Capital/Confiscation (policeman salary offset)	\$50,000				50,000
From General Fund (funds 07 & 11)		71,558			71,558
From General Fund (projected sales tax %)			812,083		812,083
From General Fund to Community Spaces				4,640,475	4,640,475
<b>TOTAL - OTHER REVENUE SOURCES</b>	<b>\$50,000</b>	<b>\$71,558</b>	<b>\$812,083</b>	<b>\$4,640,475</b>	<b>\$5,574,116</b>
<b>REVENUE OVER / (UNDER) EXPENDITURES</b>	<b>\$1,179</b>	<b>(\$1,113,248)</b>	<b>(\$143,059)</b>	<b>\$1,125,600</b>	<b>(\$129,528)</b>
<b>USE OF RESERVES / FUND BALANCE</b>	<b>(\$1,179)</b>	<b>\$1,113,248</b>	<b>\$143,059</b>	<b>(\$1,125,600)</b>	<b>\$129,528</b>
<b>REPORT BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**RESOLUTION NUMBER 5180**

**AUTHORIZING AND APPROVING AN INCREASE  
IN SALARY AND WAGES FOR EMPLOYEES**

**THIS RESOLUTION WAS ADOPTED AND APPROVED BY THE CITY  
COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA ON SEPTEMBER  
9, 2019.**

**WITNESSETH THESE RECITALS**

**WHEREAS**, the City Manager has prepared budgets for the said fiscal year 2019-2020 for a one-percent (1%) across-the-board increase of wages and salaries for all employees; and

**WHEREAS**, the Council, at its regularly scheduled meeting of September 9, 2019, voted to approve a one-percent (1%) across-the-board increase in wages and salaries for all employees.

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

1. The City Council hereby approves a one-percent (1%) across-the-board increase in wages and salaries for all employees; and
2. Said increase is effective October 1, 2019.

**APPROVED and ADOPTED** this the 9<sup>th</sup> day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5181**

**A RESOLUTION APPROVING AND ASSENTING TO A  
DECLARATION OF VACATION**

**WITNESSETH THESE RECITALS**

**WHEREAS**, a Declaration signed by the owners of all the lands abutting the following described drainage easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said drainage easement, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

**WHEREAS**, a copy of said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

**WHEREAS**, the above-referenced drainage easement is commonly referred to as “a drainage easement” and is more particularly described as follows:

Commencing at the SE corner of Lot 23, South Bend Subdivision as recorded in MB 245, Page 40 in the Probate Office of Jefferson County, Alabama; thence north 50 degrees 41’14”, West 60.34’ to the point of beginning of the centerline of an easement, 10’ wide, lying 5’ on both sides of the following line; thence north 41 degrees 53’40” East 52.39’ to the point of ending, containing 523.90 square feet.

**WHEREAS**, it appears to the City Council of the City of Vestavia Hills, Alabama, that said vacated easement shall be relocated to allow for a drainage easement and for convenient and reasonable means of access as well as sewer access to be afforded to all utilities running through the tract of land or eventually located in said tract of land; and

**WHEREAS**, an instrument detailing said tract of land and dedicating the use of said property as a relocated drainage easement for the location of utilities and sewer facilities shall be filed in the Office of the Judge of Probate.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**, that the vacation of the hereinabove described drainage easement is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

**RESOLVED, DONE AND ORDERED**, on this the 9<sup>th</sup> day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION**

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9<sup>th</sup> day of September, 2019, and that such Resolution is of record in the Minute Book of the City at page \_\_\_\_\_ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk

STATE OF ALABAMA  
JEFFERSON COUNTY

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Lot 23, Southbend as same appears on the Plat of Southbend Subdivision which Plat is recorded in Plat Book 254, at Page 40, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said Southbend Subdivision as the same appears of record on the Plat to be vacated, and said easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that easement be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. Southbend Subdivision is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 829 Southbend Lane, Vestavia Hills, AL 35216

\_\_\_\_\_ . A copy of the map reflecting the location of Southbend is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting Lot 23, Southbend and the names and addresses of the owner of said abutting properties are as follows: and easement

A. Street Address: 825 Southbend Lane  
Legal Description: Lot 22, Map Book 254, Page 40, Southbend  
Subdivision, Jefferson County, Alabama  
Owners' Name(s): Jarrard Ray

B. Street Address: 834 Southbend Lane  
Legal Description: Lot 24, Map Book 254, Page 40, Southbend  
Subdivision, Jefferson County, Alabama  
Owners' Name(s): AGH Homes

C. Street Address: \_\_\_\_\_  
Legal Description: Southbend Subdivision  
Owners' Name(s): B.C. South

D. Street Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
Owners' Name(s): \_\_\_\_\_

E. Street Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
Owners' Name(s): \_\_\_\_\_

F. Street Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
Owners' Name(s): \_\_\_\_\_



6. All of the undersigned do hereby declare easement to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of easement and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 24 day of July, 2019.

**SIGNATURES OF ABUTTING PROPERTY OWNERS:**

*(notary on following pages)*

Taylor Burton President  
Taylor Burton Co Inc ARC

Jarrard Ray  
Jarrard Ray

Alicia Huey AGH Homes

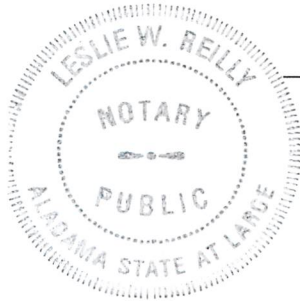
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Taylor Burton and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24 day of July, 2019.



Leslie W. Reilly

Notary Public

*My commission expires: 2-3-21*

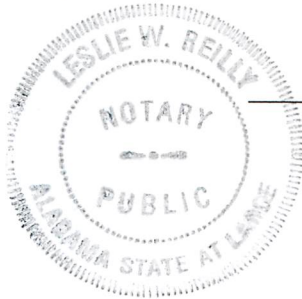
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jarvard Ray and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 2 day of August, 2019.



Leslie W. Reilly

Notary Public

*My commission expires: 2-3-21*

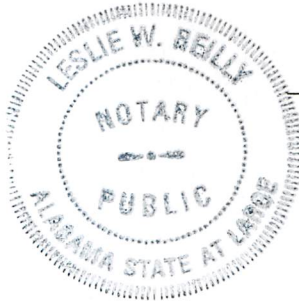
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Alicia Huey and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12<sup>th</sup> day of August, 2019.



Leslie W. Belly  
Notary Public  
*My Commission expires: 2-3-21*

STATE OF ALABAMA

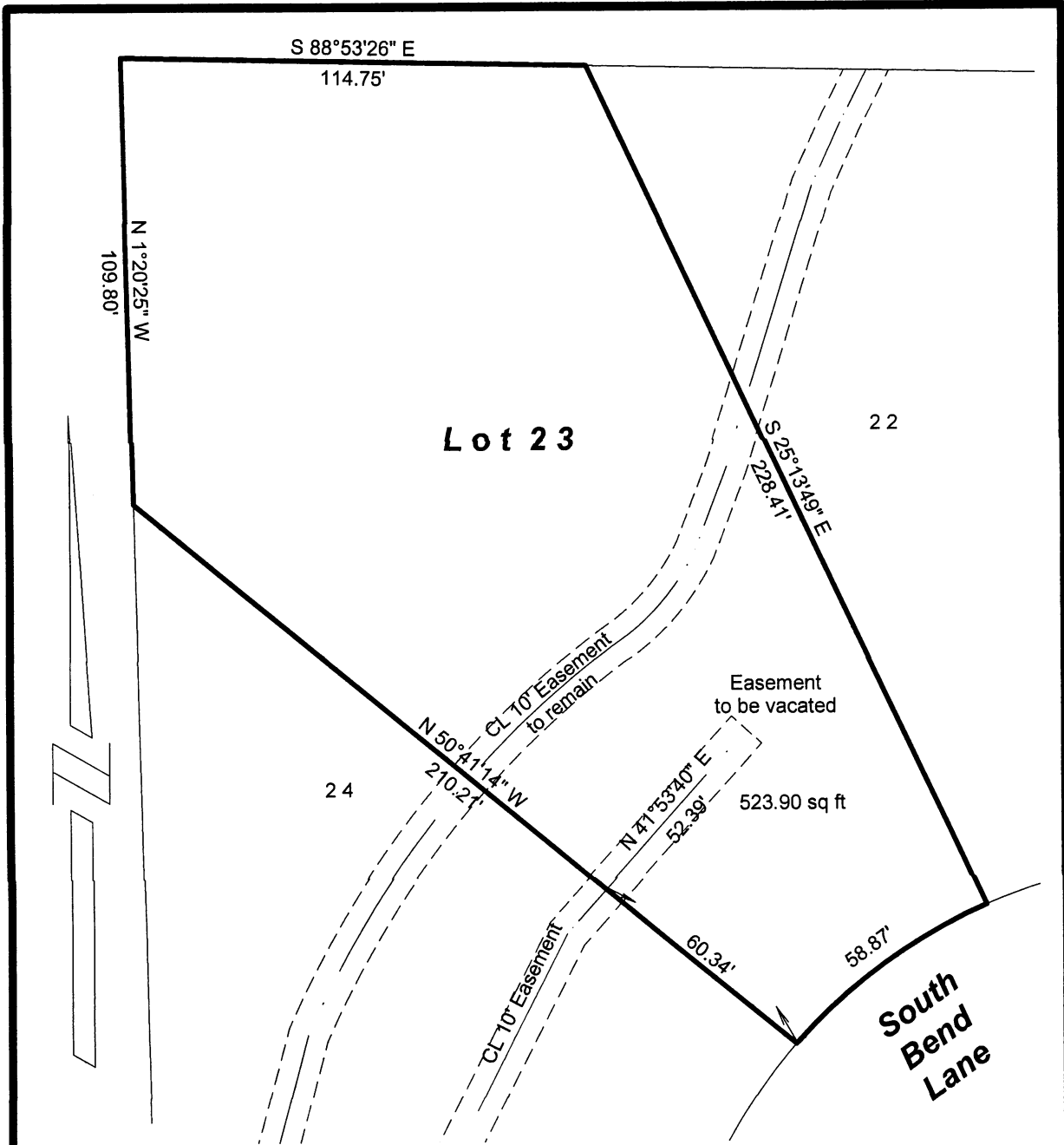
GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

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

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



Commencing at the SE corner of Lot 23, South Bend Subdivision as recorded in Map Book 245, Page 40 in the Probate Office of Jefferson County, Alabama; thence N 50°41'14" W 60.34' to the POINT OF BEGINNING of the centerline of an Easement, 10 feet wide, lying 5 feet on both sides of the following line; thence N 41°53'40" E 52.39' to the POINT OF ENDING, containing 523.90 square feet.

Southeastern Surveyors Inc.  
 5160 Scenic View Drive  
 Birmingham AL 35210  
 205-956-7125

**RESOLUTION NUMBER 5182**

**A RESOLUTION APPROVING AND ASSENTING TO A  
DECLARATION OF VACATION**

**WITNESSETH THESE RECITALS**

**WHEREAS**, a Declaration signed by the owners of all the lands abutting the following described drainage easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said drainage easement, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

**WHEREAS**, a copy of said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

**WHEREAS**, the above-referenced drainage easement is commonly referred to as “a drainage easement” and is more particularly described as follows:

Commencing at the SE corner of Lot 31, South Bend Subdivision as recorded in MB 245, Page 40 in the Probate Office of Jefferson County, Alabama; thence north 1 degrees 21’48”, East along the West line of Lot 1 for 37.04’ to the point of beginning of the centerline of an easement, 10’ wide, lying 5’ on both sides of the following line; said point being the beginning of a curve to the left, having a radius of 330.14’, a central angle of 11 degrees, 48’14”, a chord of 67.89’ bearing North 84 degrees 30’22” East, thence East along said curve 68.02’ to the point of ending, containing 680.17 square feet.

**WHEREAS**, it appears to the City Council of the City of Vestavia Hills, Alabama, that said vacated easement shall be relocated to allow for a drainage easement and for convenient and reasonable means of access as well as sewer access to be afforded to all utilities running through the tract of land or eventually located in said tract of land; and

**WHEREAS**, an instrument detailing said tract of land and dedicating the use of said property as a relocated drainage easement for the location of utilities and sewer facilities shall be filed in the Office of the Judge of Probate.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**, that the vacation of the hereinabove described drainage easement is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

**RESOLVED, DONE AND ORDERED**, on this the 9<sup>th</sup> day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION**

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9<sup>th</sup> day of September, 2019, and that such Resolution is of record in the Minute Book of the City at page \_\_\_\_\_ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rebecca Leavings  
City Clerk

STATE OF ALABAMA  
JEFFERSON COUNTY

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Lot 31, Southbend as same appears on the Plat of Southbend Subdivision which Plat is recorded in Plat Book 254, at Page 40, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said Southbend Subdivision as the same appears of record on the Plat to be vacated, and said easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that easement be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. Southbend Subdivision is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 861 Southbend Lane, Vestavia Hills, Alabama 35216

\_\_\_\_\_ A copy of the map reflecting the location of Southbend is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting Lot 31 and easement and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 861 Southbend Lane, Vestavia, AL 35216

Legal Description: Lot 31, Map Book 254, Page 40,  
Jefferson County, Alabama

Owners' Name(s): AGH Homes

B. Street Address: 857 Southbend Lane, Vestavia, AL 35216

Legal Description: Lot 30, Map Book 254, Page 40, Jefferson  
County, Alabama

Owners' Name(s): BC South

C. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

D. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

E. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

F. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_



6. All of the undersigned do hereby declare   easement   to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of   easement   and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the   24   day of   July  , 20   19  .

**SIGNATURES OF ABUTTING PROPERTY OWNERS:**

*(notary on following pages)*

  Taylor Burton     President     Lot 30  

  Taylor Burton Co Inc  

  Taylor Burton     President     Common Area  

  Taylor Burton Co  

  Taylor Burton     President  

  Taylor Burt Company     ARC  

  Alicia Suey AGH Homes  

\_\_\_\_\_

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Taylor Burton and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24 day of July, 2019.



Leslie W Reilly

Notary Public

*My commission expires: 2-3-21*

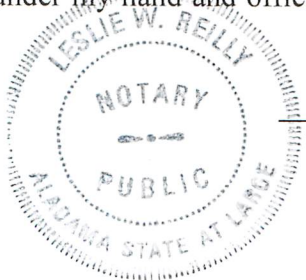
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Alicia Huey and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

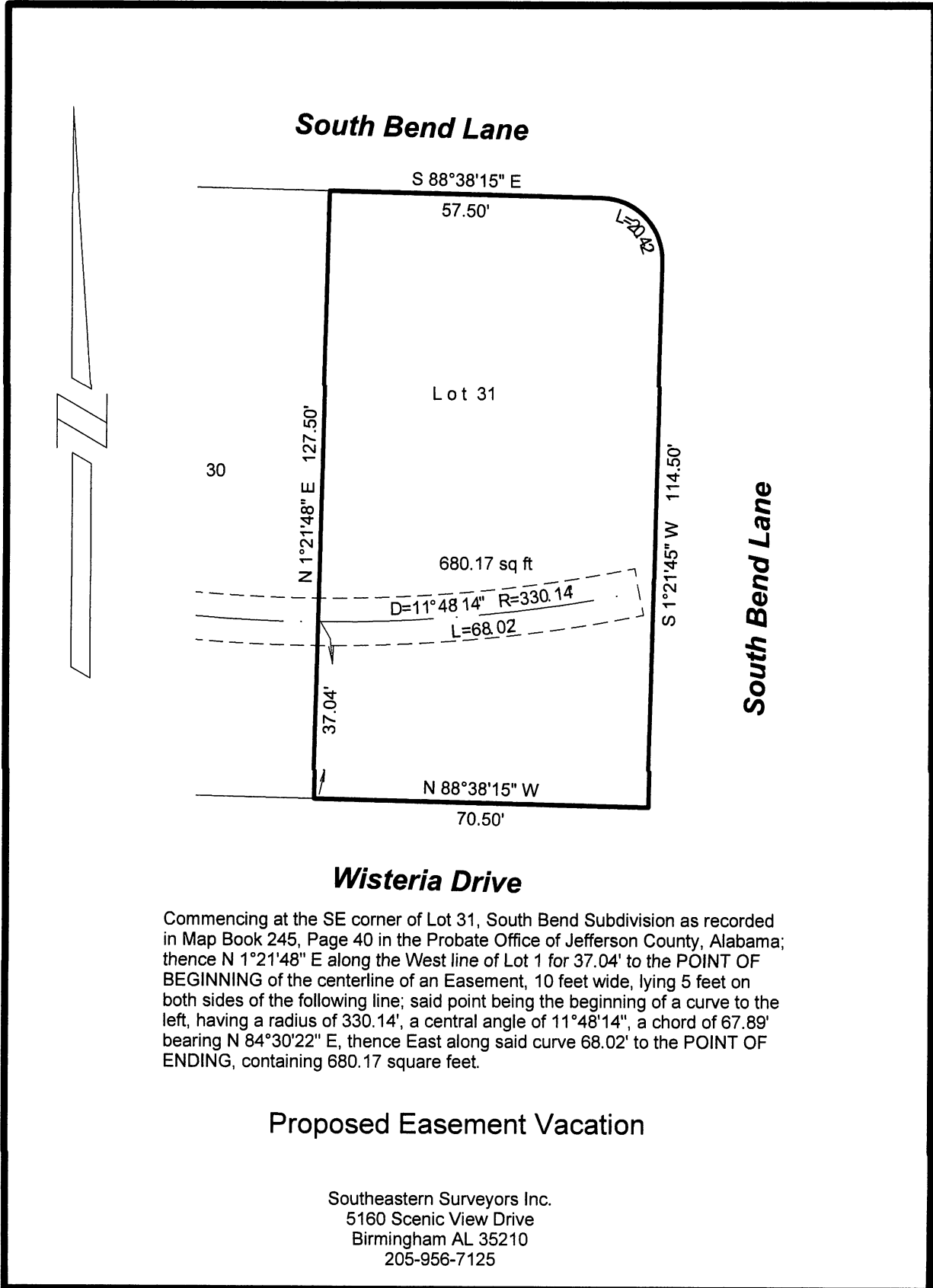
Given under my hand and official seal, this the 12<sup>th</sup> day of August, 2019.



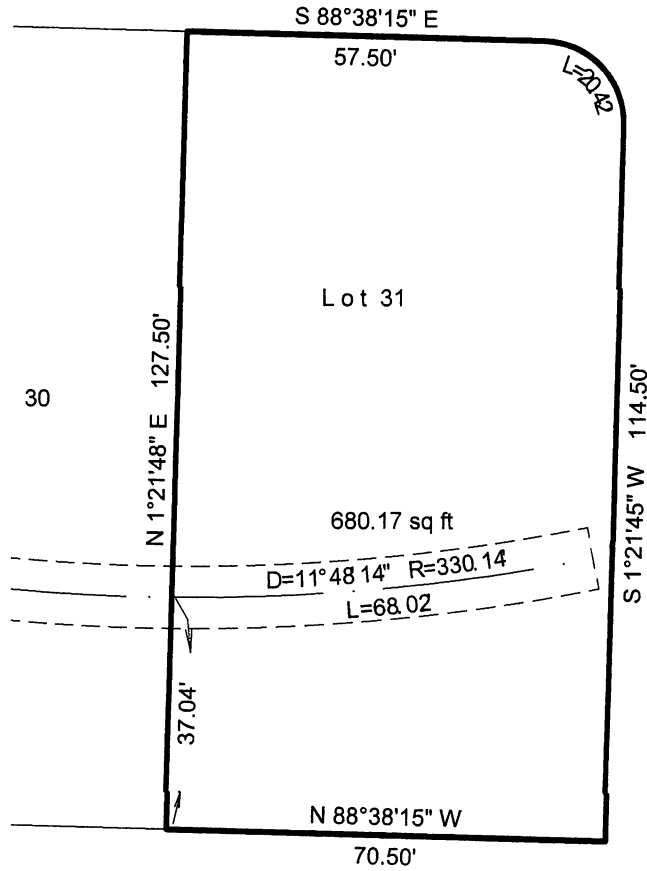
Leslie W Reilly

Notary Public

*My commission expires: 2-3-21*



**South Bend Lane**



**Wisteria Drive**

Commencing at the SE corner of Lot 31, South Bend Subdivision as recorded in Map Book 245, Page 40 in the Probate Office of Jefferson County, Alabama; thence N 1°21'48" E along the West line of Lot 1 for 37.04' to the POINT OF BEGINNING of the centerline of an Easement, 10 feet wide, lying 5 feet on both sides of the following line; said point being the beginning of a curve to the left, having a radius of 330.14', a central angle of 11°48'14", a chord of 67.89' bearing N 84°30'22" E, thence East along said curve 68.02' to the POINT OF ENDING, containing 680.17 square feet.

**Proposed Easement Vacation**

Southeastern Surveyors Inc.  
5160 Scenic View Drive  
Birmingham AL 35210  
205-956-7125