

**Vestavia Hills  
City Council Agenda  
September 9, 2019  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Sam Williamson; Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Proclamation – Polycystic Ovary Syndrome Awareness Month – September 9, 2019
7. Proclamation – Constitution Week – September 17-23, 2019
8. Proclamation – Gynecologic Cancer Awareness Month – September, 2019
9. City Manager’s Report
10. Councilors’ Reports
11. Approval Of Minutes –August 26, 2019 (Regular Meeting)

**Old Business**

12. 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*)
13. 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*)
14. Ordinance Number 2868 - An Ordinance Approving FY2020 Budgets For The City Of Vestavia Hills, Alabama (*public hearing*)
15. Resolution Number 5180 - A Resolution Approving A One Percent (1%) Cost of Living Adjustment (COLA) For Employees Beginning October 1, 2019 (*public hearing*)
16. Resolution Number 5181 - A Resolution Vacating A Drainage Easement On Lot 23, Southbend Subdivision; Taylor Burton Co., Inc., Owner (*public hearing*)
17. Resolution Number 5182 - A Resolution Vacating A Drainage Easement On Lot 31, Southbend Subdivision; Taylor Burton Co., Inc., Owner (*public hearing*)

### **New Business**

18. Resolution Number 5186 - Authorizing The City Manager To Execute And Deliver An Easement Agreement With Jefferson County Environmental Department For Improvements At Wald Park
19. Resolution Number 5187 – Alcohol License – Baumhowers Vestavia LLC D/B/A Baumhowers Victory Grille For The On-Premise Sale Of 020-Restaurant Retail Liquor; Robert G. Baumhower, Executive (*public hearing*)
20. Ordinance Number 2870 - Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With NCIC Inmate Communications For An Inmate Telephone System

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

21. Ordinance Number 2871 – An Ordinance For Financial Commitment Of The City Council For The Purchase Of A Fire Department Ladder/Pumper Truck To Be Expensed In The FY2021 City Of Vestavia Hills Budget (*public hearing*)

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

22. Ordinance Number 2869 – Annexation – 90 Day Final – Acreage Adjacent To Former Gresham School (Vestavia Hills Elementary Dolly Ridge); Vestavia Hills Board Of Education, Owner(S) (*public hearing*)
23. Citizen Comments
24. Motion For Adjournment

WHEREAS, Polycystic Ovary Syndrome (PCOS) is a complex hormonal, metabolic and reproductive disorder that affects up to 15% of women; and

WHEREAS, PCOS is the leading cause of infertility in women; and

WHEREAS, women with PCOS constitute the largest group of women at risk for developing cardiovascular disease and type 2 diabetes; and

WHEREAS, some studies have shown women with PCOS to be at three times higher risk for endometrial cancer and may also be at increased risk for ovarian and breast cancer; and

WHEREAS, despite affecting millions of women, PCOS is unknown to most people and a staggering 50% of the women living with PCOS are undiagnosed.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 1, 2019 as World PCOS Day of Unity and the month of September 2019 as

**POLYCYSTIC OVARY SYNDROME  
AWARENESS MONTH**

in the City of Vestavia Hills in order to promote earlier diagnosis and treatment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 5th day of September 2019.

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Ashley C. Curry  
Mayor

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

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

WHEREAS, the 232nd anniversary of the signing of the Constitution provides a historic opportunity for all Americans to remember the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities they afforded us in this unique document; and

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

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 17 - 23, 2019 as

### **CONSTITUTION WEEK**

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 5th day of September 2019.

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Ashley C. Curry  
Mayor



WHEREAS, gynecologic (GYN) cancers are among the leading cancer killers of women in the United States, and more than 107,000 women will be diagnosed, and more than 31,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and

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

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

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

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

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

**GYNECOLOGIC CANCER AWARENESS MONTH**

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 5<sup>th</sup> day of September 2019.

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Ashley C. Curry  
Mayor

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**AUGUST 26, 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 Deputized 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

**MEMBERS ABSENT:**

George Pierce, Councilor

**OTHER OFFICIALS PRESENT:**

Patrick H. Boone, City Attorney  
Conrad Garrison, City Planner/Dep. 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

Tom Bell; Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- 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, 2019 beginning at 7:30 AM.

### **PROCLAMATION**

The Mayor presented a proclamation designating September 2-8, 2019 as “Payroll Week.” Mr. Downes read the Proclamation.

## **PROCLAMATION**

The Mayor presented a proclamation designating August 31, 2019 as “International Overdose Awareness Day.” Mr. Downes read the Proclamation and the Mayor presented it to Freedom from Addiction Board Members: Alex Briggs, Dr. Michael Chandler, Randy McClendon, Rachel Patterson.

## **CITY MANAGER’S REPORT**

- Mr. Downes introduced Raynor Boles, TCU Consulting, to brief the Council on three City projects.
  - Mr. Boles gave an update beginning with Wald Park and the work by Taylor Miree. The weather today prevented them from beginning the foundation work. He stated they are on track so far and constant attention is given to meeting the milestones of the project. He stated they were taking advantage of value engineering changes that would not interfere with the integrity of the project and gave examples of said changes.
  - Mr. Boles stated that Cahaba Heights got 4.4 inches of rainwater in just a short time and are handling the recovery from that. There will soon be a mass movement of dirt. The school system attends their meetings and there is constant communication to ensure that the school is aware of construction plans. Mrs. Cook asked if City projects must follow all storm water regulations and Mr. Boles indicated the City is under the same regulation as a private contractor.
  - Mr. Boles gave an update on bidding for the new Community Building, stating they had been working with architects to make changes to bring the project scope within budget. Revised drawings will be forthcoming soon. Mrs. Cook asked if TCU thought the project could be achieved within budget without sacrificing integrity or programming. Mr. Boles stated that it is their goal to keep the project in budget.

## **COUNCILOR REPORTS**

- Mr. Weaver that the Planning and Zoning Commission will meet September 12 at 6 PM in the City Council Chamber.

## **APPROVAL OF MINUTES**

The minutes of the following meeting were presented for approval: August 12, 2019 (Regular Meeting).

**MOTION** Motion to dispense with the reading of the minutes of the August 12, 2019 (Regular Meeting); 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. Weaver – yes	Mayor Curry – yes

Motion carried.

## **OLD BUSINESS**

### **RESOLUTION NUMBER 5176**

**Resolution Number 5176 – A Resolution Accepting A Bid For Right-Of-Way Mowing For The City Of Vestavia Hills (*public hearing*)**

**MOTION** Motion to approve Resolution Number 5176 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes stated that this bid is for mowing of the City’s rights-of-way which eases demands on City crews and allows it to be done by contractors more efficiently and effectively. He stated that he believes this provides better management of personnel and City resources. He stated that this resolution approves a new three-year bid that is already in the FY2020 draft budget.

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 asked if the school system will take advantage of these bids.

Mr. Davis stated that’s just for the ballfield maintenance.

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. Head – yes
Mr. Weaver – yes	Mayor Curry – yes

Motion carried.

### **RESOLUTION NUMBER 5177**

**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*)**

**MOTION** Motion to approve Resolution Number 5177 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes explained the process and the recommendation for this 3-year bid.

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. Head – yes
Mr. Weaver – yes	Mayor Curry – yes
	Motion carried.

### **RESOLUTION NUMBER 5178**

**Resolution Number 5178 - Accepting A Bid For HVAC Services For City Of Vestavia Hills Municipal Buildings (public hearing)**

**MOTION** Motion to approve Resolution Number 5178 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes explained that this contract is for HVAC services for the municipal buildings within the City and includes a total maintenance program, everything except replacement of units. He stated this has been placed in the FY2020 budget.

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. Head – yes
Mr. Weaver – yes	Mayor Curry – yes
	Motion carried.

### **ORDINANCE NUMBER 2815-A**

**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)**

**MOTION** Motion to approve Ordinance Number 2815-A was by Mrs. Cook seconded by Mr. Weaver.

Mr. Downes gave a background regarding small cell technology and the Council's actions to regulate it along with establishing a fee structure. This amended Ordinance is a result of further negotiations with various utilities to bring the fee structure under the Safe Harbor rates approved

by the FCC. This would leave all regulations in place, but incrementally change the rates beginning June 2020.

Mrs. Cook stated that the Council reviewed, at a previous work session, the application forms for placement of new small cell utility poles, which requires notification of adjacent property owners for any new pole that is requested.

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. Head – yes
Mr. Weaver – yes	Mayor Curry – yes
	Motion carried.

## **NEW BUSINESS**

### **ORDINANCE NUMBER 2866**

#### **Ordinance Number 2866 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Vigilant**

**MOTION** Motion to approve Ordinance Number 2866 was by Mr. Weaver seconded by Mr. Head.

Chief Rary explained that this request is not for any funding, but to execute an agreement that allows this technology to be placed inside certain police cruisers, which provides the ability to run tags of cars they encounter. This is the only vendor that checks these tags through ACJIS and is very effective. He explained that a recent police chase culminated in Vestavia Hills from Mountain Brook due to this reader recognizing a reported vehicle.

Mrs. Cook asked about whether the technology provided for stationary devices.

Chief Rary explained that they have purchased several of the stationary devices for testing. He said he hopes that, in the future, the technology will be able to give complete information on all vehicles to help in identifying vehicles that might have engaged in illegal neighborhood activity. However, right now that technology is not available.

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

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

**RESOLUTION NUMBER 5185**

**Resolution Number 5185 - Authorizing The City Manager To Execute And Deliver An Easement Agreement With Alabama Power At Wald Park**

**MOTION** Motion to approve Resolution Number 5185 was by Mr. Weaver seconded by Mr. Head.

Mr. Downes stated that this is related to the redesign of Wald Park and has been approved by the construction and planning team.

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

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

**NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)**

The Mayor stated that the following Resolution Number 5183 required unanimous consent for immediate consideration and action. He opened the floor for a motion.

**MOTION** Motion for unanimous consent for the immediate consideration and action of Resolution Number 5183 was by Mr. Weaver and second was by Mrs. Cook. Roll call vote as follows:

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

**RESOLUTION NUMBER 5183**

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

**MOTION** Motion to approve Resolution Number 5183 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes gave a brief history of the Sicard Hollow Athletic Complex, which is a multi-sport venue that has been developed according to a master plan. He stated that this phase will be paid for by a grant that has been approved for the City in the amount of \$700,000 with no city match. He showed a drawing of the planned phase which was approved by the mining authority that funded the grant as part of mine reclamation efforts. The project was bid at a budget of \$600,000. The consultant, TCU and the design consultant have both recommended acceptance of the base bid of \$524,000 recognizing that if the target is met, the remaining budget will allow

funding for installation of the pavilion. He stated that the building would be owner supplied. Alternate #2 provides for construction of a sand volleyball area and can be accepted later if the construction costs come back true. He stated they did not recommend acceptance of any other alternate.

Discussion ensued as to the alternates and the surfaces of the project.

The Mayor opened the floor for a public hearing.

Warren Poe, 1917 Old Creek Trail, asked about the size of the soccer fields. Mr. Head explained that FUTSAL fields are close in size to soccer, but they are not the same.

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. Weaver – yes

Mayor Curry – yes

Motion carried.

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

The Mayor Pro-Tem announced that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on September 9, 2019, at 6:00 PM.

1. 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*)
2. 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*)
3. Ordinance Number 2868 - An Ordinance Approving FY2020 Budgets For The City Of Vestavia Hills, Alabama (*public hearing*)
4. Resolution Number 5180 - A Resolution Approving A One Percent (1%) Cost of Living Adjustment (COLA) For Employees Beginning October 1, 2019 (*public hearing*)
5. Resolution Number 5181 - A Resolution Vacating A Drainage Easement On Lot 23, Southbend Subdivision; Taylor Burton Co., Inc., Owner (*public hearing*)
6. Resolution Number 5182 - A Resolution Vacating A Drainage Easement On Lot 31, Southbend Subdivision; Taylor Burton Co., Inc., Owner (*public hearing*)

### **CITIZEN COMMENTS**

Mrs. Cook announced a special Council Work Session to discuss the budget will be held on Wednesday, September 4 beginning at 2 PM.



At 6:45 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:45 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**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:

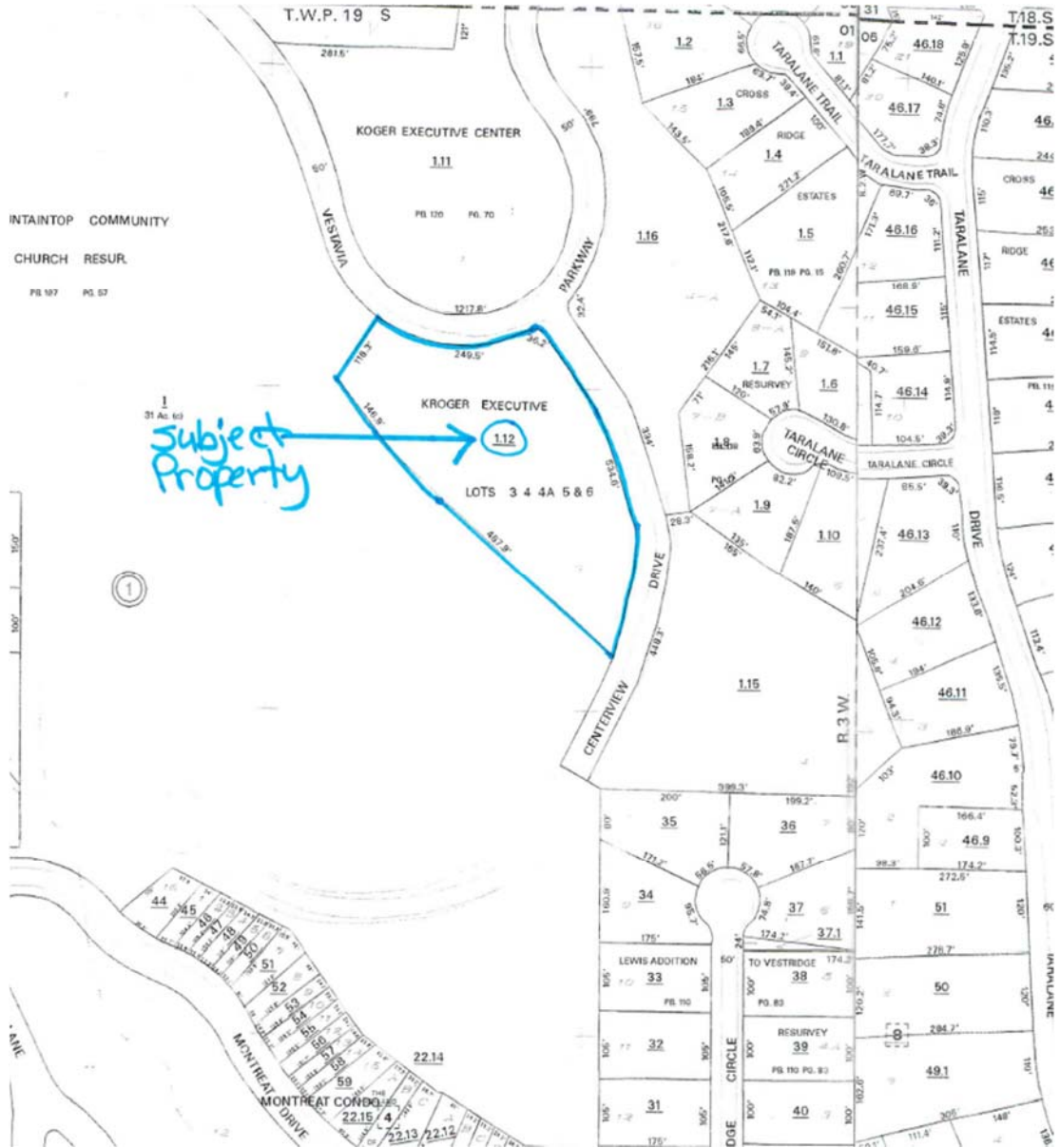
Rebecca Leavings  
City Clerk

**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

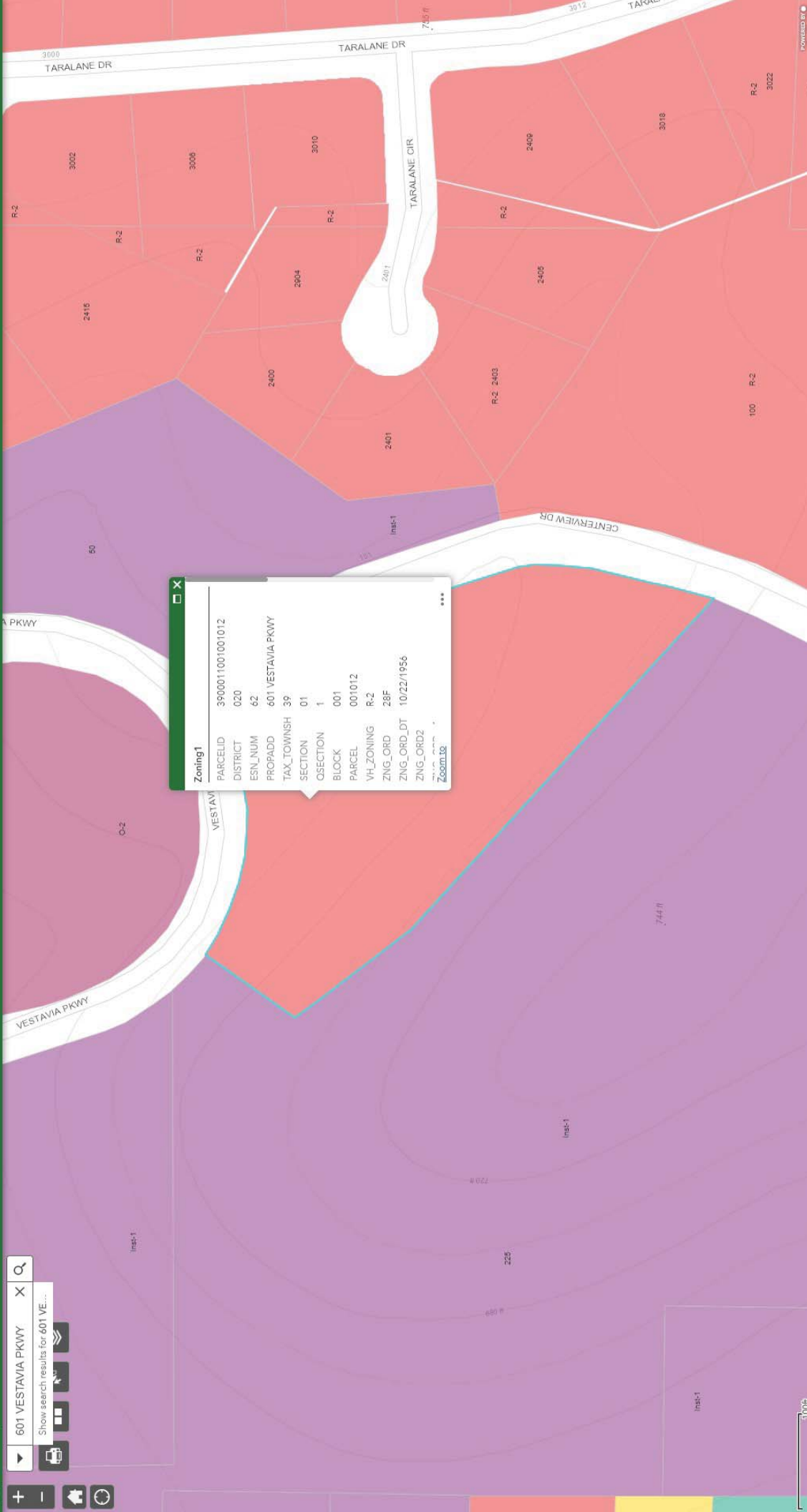
Mrs. Barnes – yes





601 VESTAVIA PKWY X Q

Show search results for 601 VE...



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	

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 \$46,142,861 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 \$4,328,807 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 \$3,514,875 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 \$41,528,575, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2019-2020 upon the terms, conditions, and provisions set forth below; and

**WHEREAS**, the City Council agrees to approve and adopt ninety (90) percent, or \$3,895,926, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2019-2020 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 2019-2020 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 2019-2020 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 \$41,528,575, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$46,142,861 multiplied by 90% equals  
\$41,528,575; 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 \$3,895,926 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$4,328,807 multiplied by 90% equals  
\$3,895,926; 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 \$41,528,575 from the General Fund, \$3,895,926 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>COMMUNITY <u>SPACES</u></b>	<b><u>TOTAL</u></b>
NON DEPARTMENTAL	7,814,290			3,447,175	11,261,465
CITY COUNCIL	85,778				85,778
MAYOR & ADMINISTRATION	1,277,194				1,277,194
CITY CLERK	427,257		9,000		436,257
MUNICIPAL COMPLEX	287,803				287,803
INFORMATION SERVICES / TECHNOLOGY	555,046		100,228		655,274
POLICE	9,616,808		753,697		10,370,505
FIRE	10,397,384		799,547		11,196,931
BUILDING SAFETY & INSPECTIONS	596,042		20,397		616,439
PUBLIC SERVICES	7,177,736		152,383	67,700	7,397,819
PUBLIC LIBRARY	2,381,183				2,381,183
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		1,459,681			1,459,681
E-911 FUNDS		927,647			927,647
COURT & CORRECTIONS		560,692			560,692
LIBRARY STATE AID		26,710			26,710
LIBRARY BOOKS & DONATIONS		208,100			208,100
VEHICLE TAGS / ADMINISTRATION		130,705			130,705
<b>SUB-TOTAL EXPENDITURES</b>	<b>\$40,616,521</b>	<b>\$4,328,807</b>	<b>\$1,835,252</b>	<b>\$3,514,875</b>	<b>\$50,295,455</b>
<b><u>TRANSFER-OUT:</u></b>					
General Fund to Special Funds (funds 07 & 11)	73,782				\$73,782
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>\$5,526,340</b>		<b>50,000</b>		<b>\$5,576,340</b>
<b>TOTAL EXPENDITURES</b>	<b>\$46,142,861</b>	<b>\$4,328,807</b>	<b>\$1,885,252</b>	<b>\$3,514,875</b>	<b>\$55,871,795</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)		73,782			73,782
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>\$73,782</b>	<b>\$812,083</b>	<b>\$4,640,475</b>	<b>\$5,576,340</b>
<b>REVENUE OVER / (UNDER) EXPENDITURES</b>	<b>\$0</b>	<b>(\$1,113,373)</b>	<b>(\$143,059)</b>	<b>\$1,125,600</b>	<b>(\$130,832)</b>
<b>USE OF RESERVES / FUND BALANCE</b>	<b>\$0</b>	<b>\$1,113,373</b>	<b>\$143,059</b>	<b>(\$1,125,600)</b>	<b>\$130,832</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

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

**September 4, 2019**

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services  
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: vacation of drainage easement, Southbend Lot 23

---

I have reviewed the request for vacation of this drainage easement with the applicant. The lot is to be graded so that water is directed from this lot to the existing easement on the downstream lot. The downstream lot is intended to have a drainage pipe installed to direct water from Lot 23 to the detention pond.

I hereby provide favorable recommendation for approval for vacation of this easement.

Please let me know if questions,

Sincerely,  
-Christopher



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

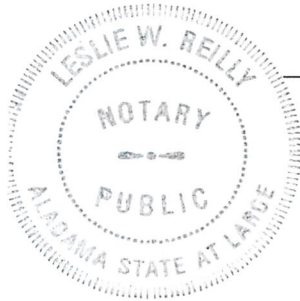
STATE OF ALABAMA

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*

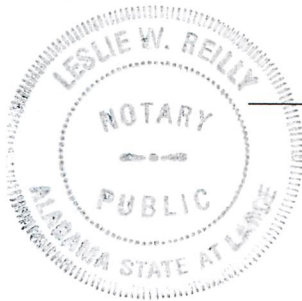
STATE OF ALABAMA

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*

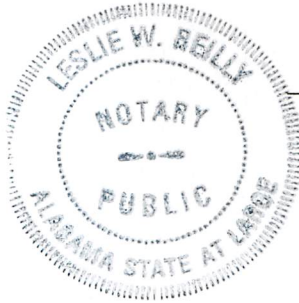
STATE OF ALABAMA

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

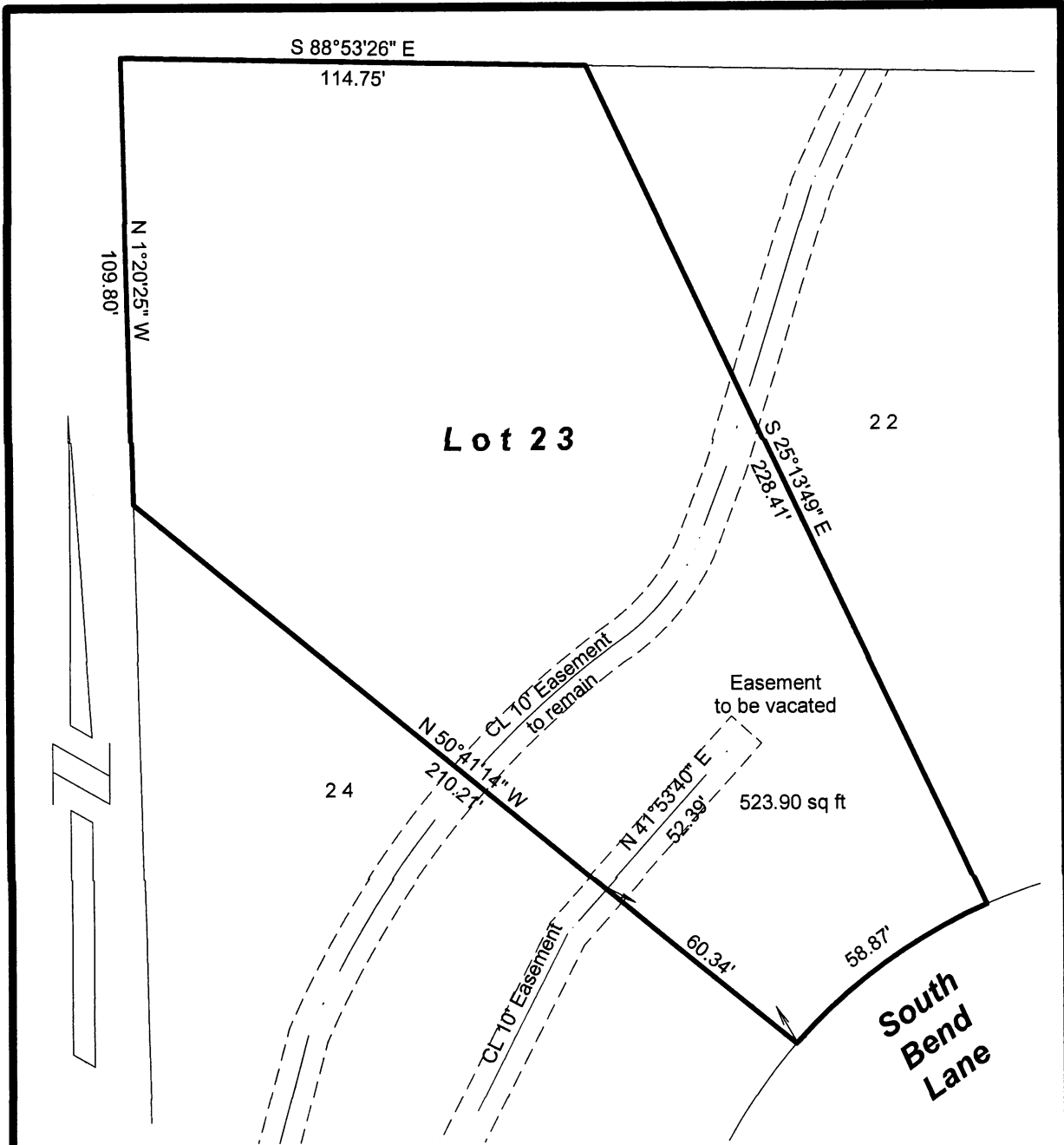
GENERAL ACKNOWLEDGMENT

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

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

**September 4, 2019**

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services  
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: vacation of drainage easement, Southbend Lot 31

---

I have reviewed the request for vacation of this drainage easement with the applicant. The lot is to be graded so that water is directed from this lot to the existing easement on the downstream lot. The downstream lot is intended to have a drainage pipe installed to direct water from Lot 31 to the detention pond.

I hereby provide favorable recommendation for approval for vacation of this easement.

Please let me know if questions,

Sincerely,  
-Christopher





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 Lee AGH Homes  

\_\_\_\_\_

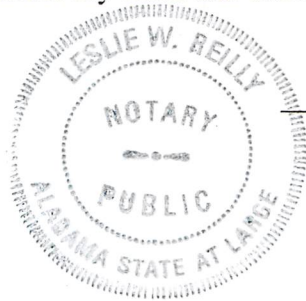
STATE OF ALABAMA

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*

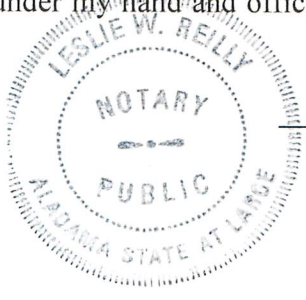
STATE OF ALABAMA

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.

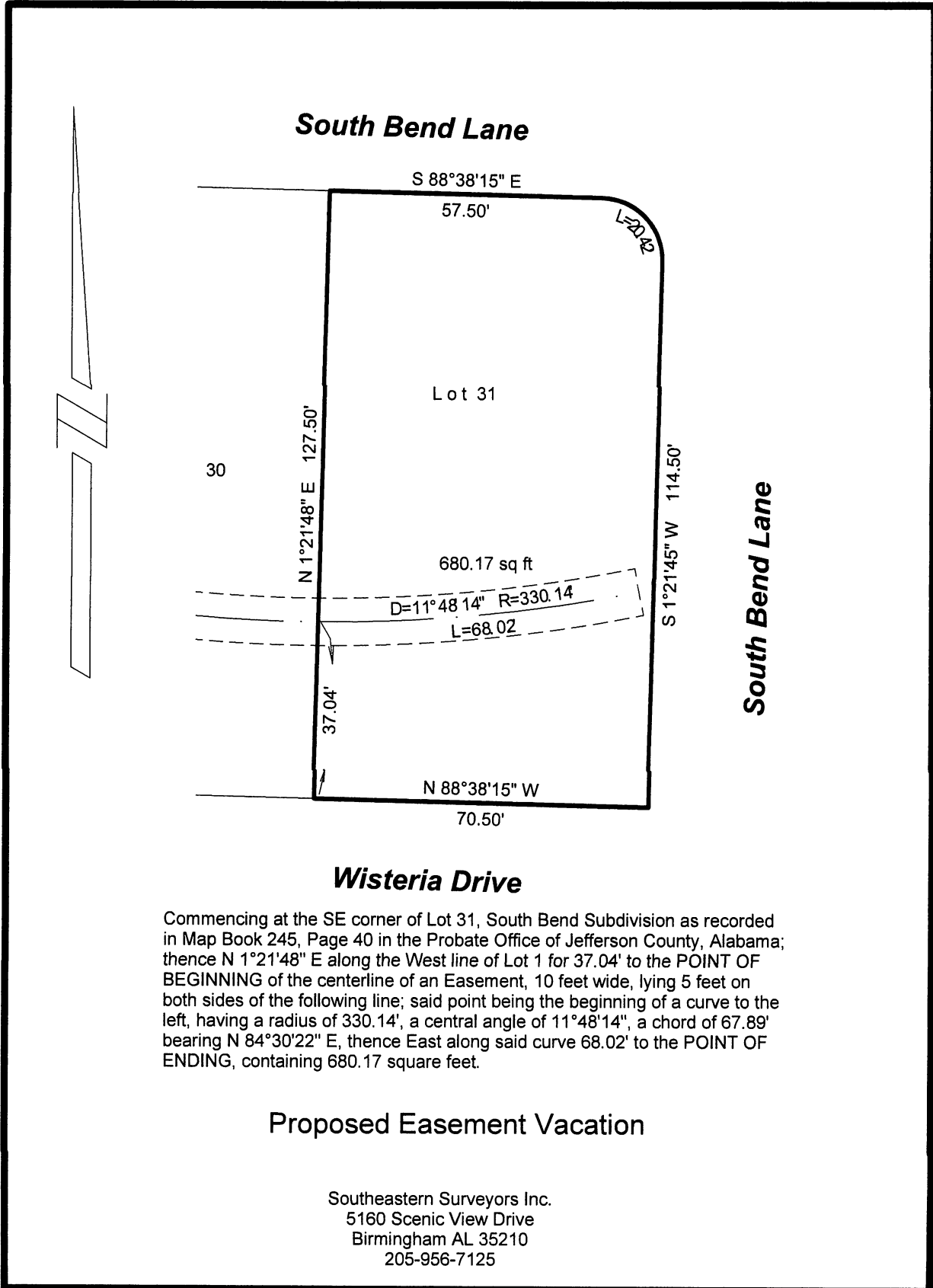
Given under my hand and official seal, this the 12<sup>th</sup> day of August, 2019.



Leslie W Reilly

Notary Public

*My commission expires: 2-3-21*



**South Bend Lane**

S 88°38'15" E  
57.50'

L=20.42

Lot 31

30

N 1°21'48" E 127.50'

680.17 sq ft

D=11°48'14" R=330.14

L=68.02

S 1°21'45" W 114.50'

**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

**RESOLUTION NUMBER 5186**

**A RESOLUTION GRANTING JEFFERSON COUNTY A UTILITY  
EASEMENT FOR SANITARY SEWER FOR IMPROVEMENTS AT  
WALD PARK**

**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 Jefferson County to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 5186 shall become effective immediately upon adoption and approval.

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

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RIGHT-OF-WAY DEED (SEWER)**

**8/20/19**

Wald Park Improvements – Phase 3

City of Vestavia Hills

This instrument prepared by:  
David Dichiaro, PE  
LBYD, Inc  
880 Montclair Rd, Suite 600  
Birmingham, AL 35213

**STATE OF ALABAMA)**

**JEFFERSON COUNTY)**

**KNOW ALL MEN BY THESE PRESENTS:** That for and in consideration of the sum of  
One and no/100s Dollars ( \$1.00 )

cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

**Sanitary Sewer Easement Line A**

A tract of land situated in the NW ¼ of Section 31, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southeast most corner, a found 5/8” rebar, of the NE ¼ of Section 31, Township 18 South, Range 2 West and run westerly along the south line of said section for a distance of 2588.72 feet to the southwest most corner, a 1” found crimp, of the NE ¼ of Section 31, Township 18 South, Range 2 West ; thence turn 90°00’00” right and run northeasterly for a distance of 2254.38 feet; thence turn 90°00’00” left and run northwesterly for a distance of 1038.22 feet to a **Point of Beginning** of a 20 foot-wide Sanitary Sewer Easement lying 10 feet each side of , parallel to and abutting the following described centerline; thence turn 7°14’44” to the left and run westerly for a distance of 362.60 feet to a point; thence turn 43°23’29” to the right and run northwesterly for a distance of 99.20 feet to a point; thence turn 11°40’22” to the left and run northwesterly for a distance of 40.44 feet to a point; thence turn 10°56’40” to the right and run northwesterly for a distance of 177.93 feet to the end of this Sanitary Sewer Easement.

For the consideration aforesaid, the undersigned do grant bargain sell and convey unto the said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or Maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seals, all on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF VESTAVIA HILLS**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**STATE OF ALABAMA)**

**JEFFERSON COUNTY)**

**I, THE UNDERSIGNED AUTHORITY**, in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of the \_\_\_\_\_ a municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he/she), as such officer, and with full authority, has executed the same voluntarily for and as the act of said Corporation.

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

My commission expires \_\_\_\_\_.

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

**RESOLUTION NUMBER 5187**

**A RESOLUTION APPROVING ALCOHOL LICENSE  
FOR BAUMHOWERS VESTAVIA, LLC D/B/A  
BAUMHOWERS VICTORY GRILLE; ROBERT G.  
BAUMHOWER, EXECUTIVE**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Baumhowers Vestavia, LLC d/b/a Baumhowers Victory Grille, located at 1270 Montgomery Highway, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Robert G. Baumhower, executive.

**APPROVED and ADOPTED** this the 9th day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk







**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20190830090559753**

**Type License:** 020 - RESTAURANT RETAIL LIQUOR      **State:** \$300.00 **County:** \$300.00  
**Type License:**      **State:**      **County:**  
**Trade Name:** BAUMHOWERS VICTORY GRILLE      **Filing Fee:** \$50.00  
**Applicant:** BAUMHOWERS VESTAVIA LLC      **Transfer Fee:**  
**Location Address:** 1270 MONTGOMERY HIGHWAY VESTAVIA HILLS, AL 35216  
**Mailing Address:** 26801 RAILROAD AVE LOXLEY, AL 36551  
**County:** JEFFERSON **Tobacco sales:** NO      **Tobacco Vending Machines:**  
**Type Ownership:** LLC

**Book, Page, or Document info:** 1714970  
**Date Incorporated:** 08/20/2018 **State incorporated:** AL      **County Incorporated:** BALDWIN  
**Date of Authority:** 08/20/2018      **Alabama State Sales Tax ID:** R010425292  
**Federal Tax ID:** 83-1861460

<b>Name:</b>	<b>Title:</b>	<b>Date and Place of Birth:</b>	<b>Residence Address:</b>
ROBERT GLENN BAUMHOWER 4040388 - AL	PRESIDENT	08/04/1955 NORFOLK, VA	21201 AYSHIRE LANE FAIRHOPE, AL 36532

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES  
 Does ABC have any actions pending against the current licensee? NO  
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO  
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO  
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES  
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO  
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO  
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

**Contact Person:** KAREN JOSEPH      **Home Phone:** 251-424-1281  
**Business Phone:** 251-424-1281      **Cell Phone:** 251-424-1281  
**Fax:**      **E-mail:** KJOSEPH@ALOHAHOSPITALITY.COM

**PREVIOUS LICENSE INFORMATION:**      Previous License Number(s)  
**Trade Name:**      License 1:  
**Applicant:**      License 2:



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



**Confirmation Number: 20190830090559753**

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: HCI VESTAVIA LLC 000-000-0000

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 6910 Display Square Footage:

Building seating capacity: 250 Does Licensed premises include a patio area? YES

License Structure: ONE STORY License covers: ENTIRE STRUCTURE

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:





# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20190830090559753

**Initial each**

**Signature page**

*[Handwritten initials]*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

*[Handwritten initials]*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

*[Handwritten initials]*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

*[Handwritten initials]*

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

*[Handwritten initials]*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

*[Handwritten initials]*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

*[Handwritten initials]*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

*[Handwritten initials]*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

*[Handwritten initials]*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Robert Baukower*

Signature of Applicant: *[Handwritten signature]*

Notary Name (print): *Valencia Johnson*

Notary Signature: *[Handwritten signature]*

Commission expires: *4/22/22*

Application Taken:                      App. Inv. Completed:                      Forwarded to District Office:  
Submitted to Local Government:                      Received from Local Government:  
Received in District Office:                      Reviewed by Supervisor:                      Forwarded to Central Office:





**ORDINANCE NUMBER 2870**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER  
TO EXECUTE AND DELIVER AN AGREEMENT WITH NCIC INMATE  
COMMUNICATIONS AGREEMENT FOR AN INMATE  
COMMUNICATIONS 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 NICI Inmate Communications for an inmate communication system; and
2. A copy of said agreement is marked as Exhibit A and is affixed to and incorporated into this Ordinance Number 2870 as though written fully therein; and
3. 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 9<sup>th</sup> day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



## Inmate Communications Agreement

### CONTRACT BETWEEN CITY OF VESTAVIA HILLS, AL. AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and the SUBSCRIBER having its principal place of business at:

Address: 1032 Montgomery Highway

City, State & Zip code: Vestavia Hills, Alabama 35216

Contact: Chief Dan Rary

Phone: 205-978-0109 Fax: 205-978-0232

Email address: drary@vhal.org

### WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephone, video visitation and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

#### **I. TERM**

(A). This Agreement shall begin on the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Telephone System (ITS), and continue in full force and effect for a period of three (3) years from such date.

#### **II. SCOPE OF SERVICE**

##### **(A). Inmate Telephone System**

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing



repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

**(B). ITS Payment**

Provider will forward monthly payment to Subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **25%** for ITS of true gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

**(C) ITS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

**(D). Provider's Responsibilities - ITS**

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;





8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

**(E). ITS Installation (General)**

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

**(F). ITS System Functionality (General)**

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

**(G). Inmate Telephone Equipment**

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

**(H). Video Visitation System**

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of the Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard. The Subscriber agrees to provide access to the City of Vestavia Hills internet network for video visitation if possible

**(I). VVS Payment**

The company will forward monthly payment to subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **20 (%)** of gross remote visitation session revenue associated with remote visitation originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation



sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. It is understood that VVS Payment will commence after the cost of video visitation is recouped by NCIC.

(J). **VVS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(K). **Provider's Responsibilities – VVS**

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Subscriber;
2. Provide a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Remit commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.



(L). **VVS Installation (General)**

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). **VVS System Functionality (General)**

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. The Provider shall provide remote access to authorized users for the Customer for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VVS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). **Video Visitation Equipment**

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(O). **Equipment Service & Maintenance**

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regard to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

### **III. General Policies**

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date



up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be no required consent by the Subscriber to the assignment of this Agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal



In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor’s contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

We reserve the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Providers business, however, we shall not unreasonably exercise such right. Customer acknowledges that Provider’s provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

SUBSCRIBER

PROVIDER

\_\_\_\_\_  
Signature

Ashley C. Curry \_\_\_\_\_  
Print Name

Mayor \_\_\_\_\_  
Title

\_\_\_\_\_

Jeffrey D. Downes \_\_\_\_\_  
Print Name

City Manager \_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

William L. Pope \_\_\_\_\_  
Print Name

President \_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Date





**ATTACHMENT A**  
**CALLING RATES, FEES AND COMMISSIONS**

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.25	\$0.00	\$0.25
INTRALATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTERSTATE	\$0.00	\$0.21	\$0.00	\$0.21
MEXICO	\$0.00	\$0.25	\$0.00	\$0.25
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
COMMISSION AMOUNT:	25% of TRUE Gross Call Revenue			
TECHNOLOGY GRANT: (One-Time)	Installation of a comprehensive Inmate Telephone System and Video Visitation System – No Cost to Vestavia Hills			
<b><u>ADDITIONAL TECHNOLOGIES</u></b> (If Used)				
<b><u>CHARGE/FEE NAME</u></b>			<b><u>AMOUNT</u></b>	
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:			\$0.30	
ON-SITE VIDEO VISITATION – PER MINUTE RATE:			\$0.00	
SECURE INMATE MESSAGING – PER MESSAGE RATE:			\$0.50/Outgoing Message (Free Incoming)	
REMOTE VIDEO VISITATION – COMMISSION:			20% of Gross Visit Revenue*	
<b><u>INMATE TELEPHONE SYSTEM – FEES</u></b>				
<b><u>CHARGE/FEE NAME</u></b>			<b><u>AMOUNT</u></b>	
LIVE OPERATOR TRANSACTION FEE:			\$5.95	
AUTOMATED OPERATOR TRANSACTION FEE:			\$3.00	
WEB TRANSACTION FEE:			\$3.00	

\*After NCIC recoups the cost of video visitation equipment and installation



**ATTACHMENT B**  
**CUSTOMER PRODUCT LIST**

<u>NCIC CUSTOMER PRODUCT / SERVICE</u>	<u>COST TO COUNTY</u>
INMATE CALL ENGINE (INMATE PHONE SYSTEM):	\$0.00
INMATE PHONE and VISITATION MONITORING / RECORDING:	\$0.00
COMMISSARY ORDERING by PHONE / KIOSK:	\$0.00
SECURE INMATE PIN SYSTEM:	\$0.00
INTEGRATION WITH JMS, COMMISSARY and OTHER SYSTEMS:	\$0.00
'SECURE COLLECT' (ONLINE / LIVE OPERATOR ACCOUNT SET-UP):	\$0.00
INMATE TROUBLE TICKET (VIA PHONE / KIOSK):	\$0.00
LIVE, MULTILINGUAL US-BASED CALL CENTER:	\$0.00
COMPLETE SYSTEM INSTALLATION, TRAINING and MAINTENANCE:	\$0.00
CORRECTIONAL- GRADE INMATE TELEPHONES:	\$0.00
CORRECTIONAL- GRADE INMATE KIOSKS:	\$0.00
ALL REQUIRED NETWORK INFRASTRUCTURE, BANDWIDTH:	\$0.00
PREA/Crime tips Line	\$0.00

## **ORDINANCE NUMBER 2871**

### **AN ORDINANCE FOR FINANCIAL COMMITMENT OF THE CITY COUNCIL FOR THE PURCHASE OF A FIRE DEPARTMENT LADDER/PUMPER TRUCK TO BE EXPENSED IN THE FY2021 CITY OF VESTAVIA HILLS BUDGET**

**WHEREAS**, the Vestavia Hills Fire Chief had identified a need to purchase a ladder/pumper truck for the Vestavia Hills Fire Department (“VHFD”) in an amount not to exceed \$1,150,000 as detailed in the attached memorandum dated September 5, 2019 from Deputy Chief Shawn Jackson. Said memorandum is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2871 as if written fully therein; and

**WHEREAS**, because of timing between order and pickup of said ladder/pumper truck, a financial commitment of the City’s governing body must be obtained approximately a year before the actual expense; and

**WHEREAS**, the City Manager has reviewed the request for a new ladder/pumper truck for the VHFD and has recommended approval of the request for the truck to be ordered immediately with the cost to be expenses in the FY2021 City of Vestavia Hills budget; and

**WHEREAS**, the Mayor and City Council agree it is in the best public interest to accept said recommendation and financially commit to the purchase of the ladder/pumper truck for the VHFD in FY2021.

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

1. The Mayor and City Council hereby commit to the purchase of a new ladder/pumper truck for the VHFD in an amount not to exceed \$1,150,000 to be expensed in the FY2021 budget for the City; and
2. The City Manager is hereby authorized to order said ladder/pumper truck upon effective date of this Ordinance Number 2871; and
3. This Ordinance Number 2871 shall become effective upon adoption and approval and publishing/posting pursuant to Alabama law.



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

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



# VESTAVIA HILLS

FIRE DEPARTMENT

ASHLEY C. CURRY  
*Mayor*

MARVIN D. GREEN  
*Fire Chief*

## MEMORANDUM

TO: Jeff Downes, City Manager  
FROM: Deputy Chief Shawn Jackson  
DATE: September 5, 2019  
RE: Purchase of a ladder truck FY2021

The Vestavia Hills Fire Department has requested the City Council's financial commitment for the purchase of a ladder/pumper truck to be expensed in FY2021's budget in an amount not to exceed \$1,150,000.00.

Shawn Jackson

A handwritten signature in black ink, appearing to read "Shawn Jackson", is written over the printed name. The signature is stylized and extends to the right.

Deputy Chief

**ORDINANCE NUMBER 2869**

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

**WHEREAS**, on the 10th day of June, 2018, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

**WHEREAS**, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

Acreage Adjacent to the former Gresham School  
City of Vestavia Hills Board of Education, Owner(s)

A parcel of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at a 2" capped rebar found and locally accepted to be the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 28, said point also being a point on the East right of way margin of Gresham Drive (50' right of way); thence run in a Northerly direction along the West line of said 1/4-1/4 section and along said East right of way for a distance of 365.04 feet to a 1/2" rebar found; thence turn right 92 degrees 05 minutes 00 seconds, leaving the West line of said 1/4-1/4 section and said right of way, and run in an Easterly direction for a distance of 238.70 feet to an iron pin set; thence turn right 87 degrees 55 minutes 09 seconds and run in a southerly direction for a distance of 365.46 feet to an iron pin set on the South line of said 1/4-1/4 section; thence run in a Westerly direction along said South line for a distance of 238.70 feet to the POINT OF BEGINNING. Containing 2.00 acres, more or less.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof with the Probate Judge of Jefferson County, Alabama.

**ADOPTING and APPROVED** this the 23rd day of September, 2019.

Ashley C. Curry  
Mayor

ATTESTED BY:

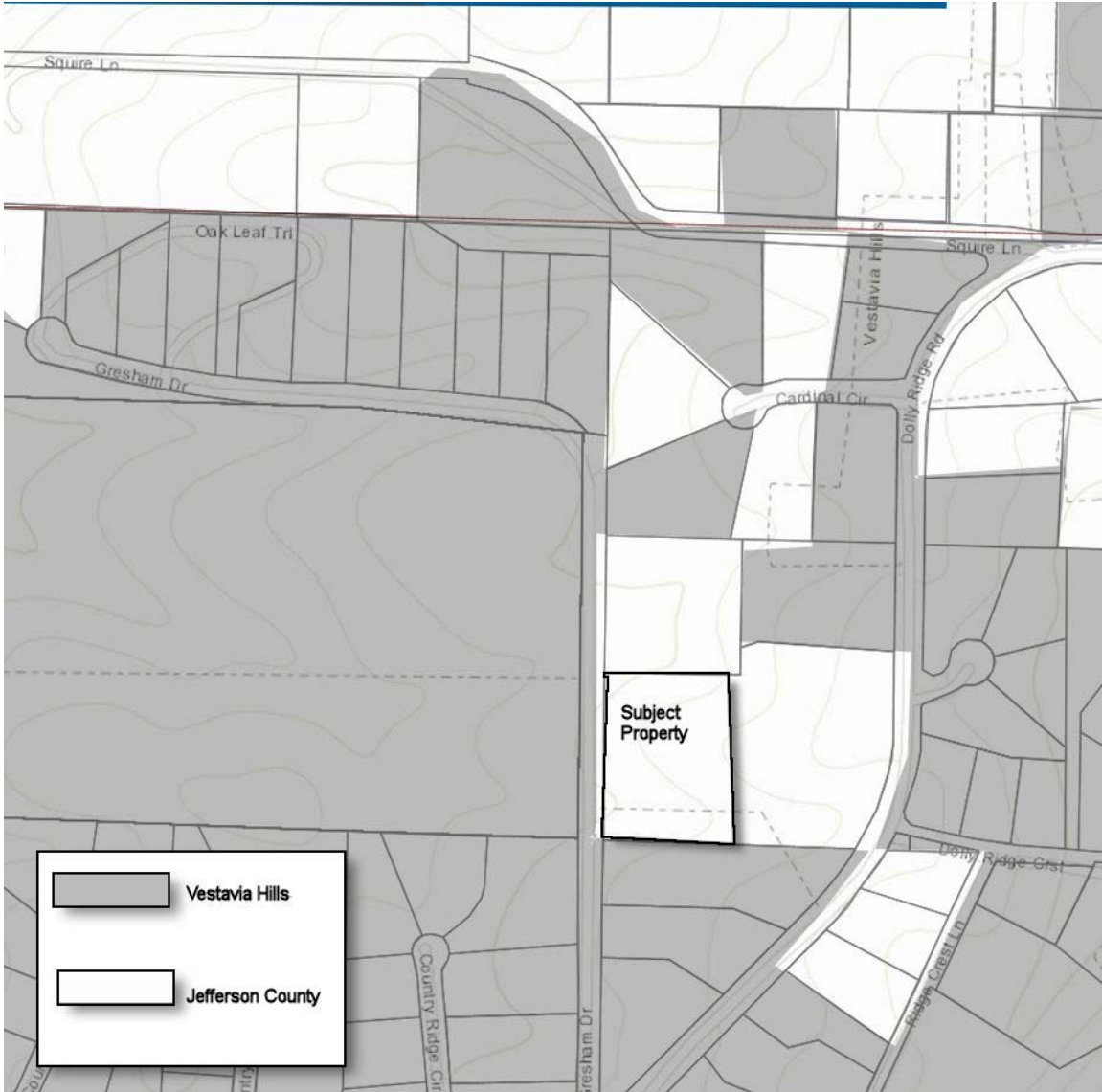
Rebecca Leavings  
City Clerk

**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 # 2869 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 23rd 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



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: May 31, 2019

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

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

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

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

Petitioner respectfully requests that the property situated at 2645 Gresham Drive described in Exhibit A be annexed pursuant to Title 11-42-21, *Code of Alabama, 1975*.

On March 18, 2019, Petitioner, Florence E. Thompson, as “Seller,” and The Board of Education of the City of Vestavia Hills, Alabama, as “Purchaser,” entered into an Agreement for Purchase and Sale of Real Estate (“Agreement”) wherein the Board agreed to purchase the unimproved land described in Exhibit A to be used for public school purposes.

Alabama law, at Title 16-11-9, *Code of Alabama, 1975*, provides that the campuses of public schools owned and operated by a city school board must be located within the corporate boundaries of the municipality. The Agreement provides, among other things, as follows:

Therefore, this Agreement is subject to and contingent upon the following:

**A.** The annexation of the Property to the corporate city boundaries of the City of Vestavia Hills, Alabama by properly enacted ordinance or resolution by the City Council of the City of Vestavia Hills, Alabama pursuant to and in accordance with the requirements of Alabama law; and

**B.** The rezoning of the Property by the City Council of the City of Vestavia Hills, Alabama to an Institutional (“Inst”) zoning classification so as to permit the operation of a city school on the Property.

Purchaser shall have up to sixty (60) days following the Inspection Period to obtain the annexation of the Property to the City of Vestavia Hills, Alabama and the rezoning as described above. The annexation petition and zoning ordinance or resolution by the City Council of the City of Vestavia Hills, Alabama must include an express condition that such annexation and rezoning shall not be effective until the date that title is conveyed to the Purchaser.

If the foregoing conditions are not met as provided hereinabove, this Agreement shall be terminated and cancelled, and all Earnest Money and accrued interest shall be refunded to the Purchaser.

Seller and Purchaser expressly and mutually agree to join together and use their best efforts in taking any and all action necessary to complete the annexation and rezoning as aforesaid.

This Petition for Annexation is made subject to and contingent upon the following:

1. The terms, provisions and conditions of the Agreement as set forth above; and
2. If the property described in Exhibit A is annexed and the sale of the property fails to close, then in such event the said property will be deannexed from the corporate boundaries of the City of Vestavia Hills, Alabama.

Florence E. Thompson hereby authorizes her son, John Stanley Thompson, to represent her and act for and on her behalf regarding any and all matters relative to the annexation and rezoning of the property described in Exhibit A, including specifically but not limited to, the execution and delivery of legal documents and other papers and to represent her in any and all hearings at the City of Vestavia Hills, Alabama.

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

**SIGNATURE(S)**

**DESCRIPTION OF PROPERTY**

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

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

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

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

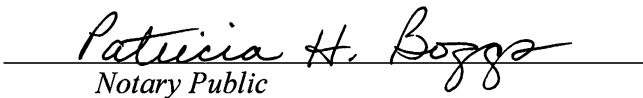
STATE OF ALABAMA

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

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

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

Subscribed and sworn before me this the 31 day of May, 2019.

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

My commission expires: 7/6/20



**EXHIBIT "A"**

LOT: See metes and bounds legal description below

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

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

RECORDED IN MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ IN THE

PROBATE OFFICE OF \_\_\_\_\_ COUNTY, ALABAMA.

COUNTY ZONING: E-1 or E-2 (single-family residential)

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

LEGAL DESCRIPTION (METES AND BOUNDS):

**Legal Description:**

A parcel of land lying in the NE ¼ of the SW ¼ of Section 28, Township 18 south, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at a 2' capped rebar found and locally accepted to be the SW corner of the NE ¼ of the SW ¼ of said Section 28, said point also being a point on the East right-of-way margin of Gresham Drive (50' right-of-way); thence run in a northerly direction along the East line of said 1/4-1/4 section and along said East right-of-way for a distance of 365.04 feet to a ½" rebar found; thence turn right 92 degrees 05 minutes, 00 seconds, leaving the West line of said 1/4-1/4 section and said right-of-way and run in an Easterly direction for a distance of 238.70 feet to an iron pin set; thence turn right 87 degrees 55 minutes 09 seconds and run in a southerly direction for a distance of 365.46 feet to an iron pin set on the South line of said 1/4-1/4 section; thence turn run in a Westerly direction along said South line for a distance of 238.70 feet to the POINT OF BEGINNING. Containing 2.00 acres, more or less.

**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

**1204 Montgomery Highway  
Vestavia Hills AL 35216**

*(To be completed by the City)*

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

*(To be completed by Homeowner)*

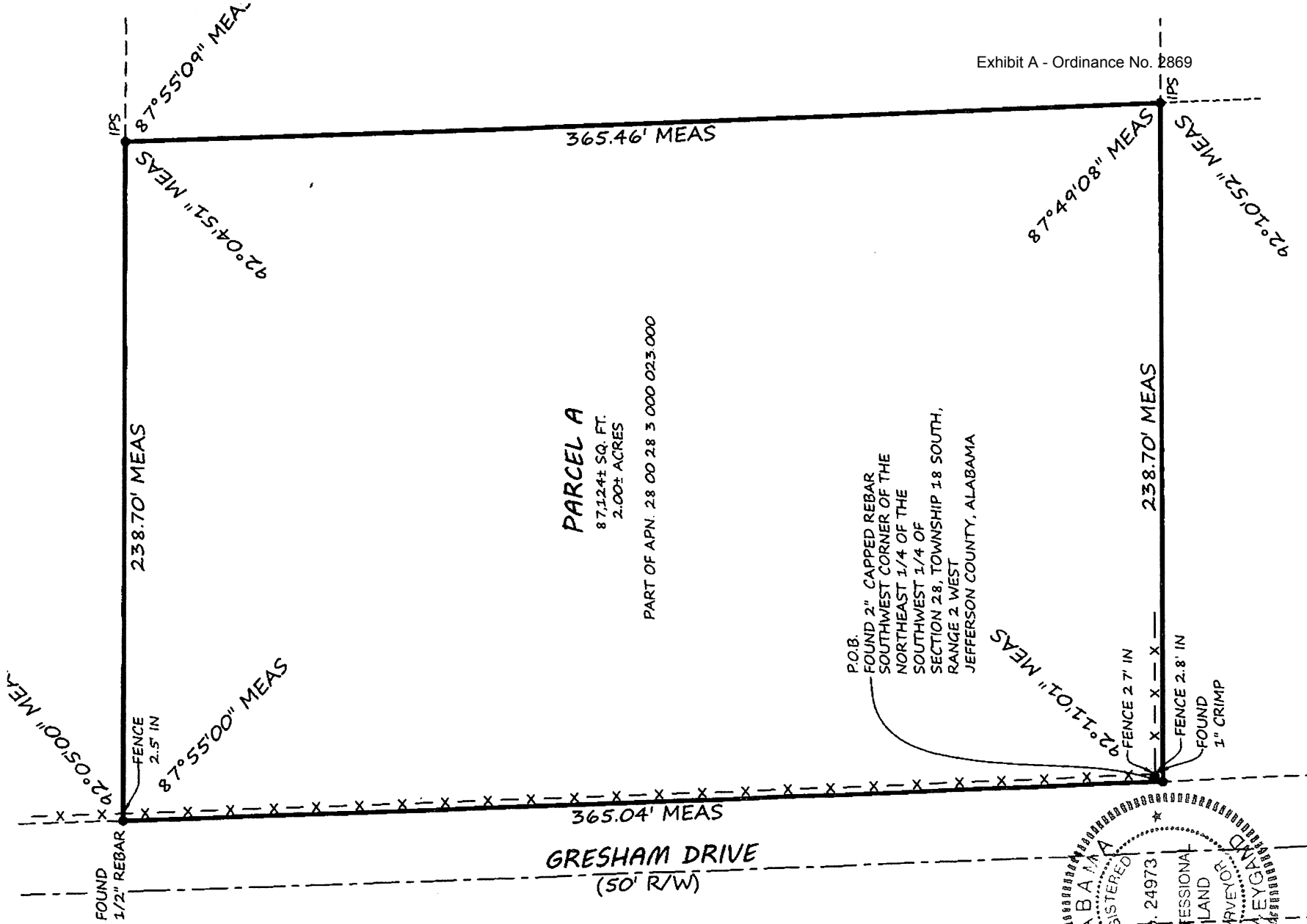
Name(s) of Homeowner(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Information on Children:**

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

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

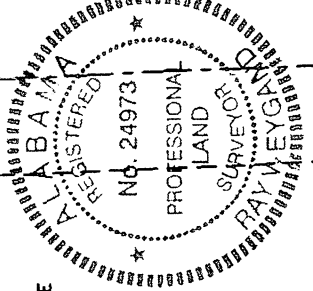
Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": \_\_\_\_\_



**PARCEL A**  
 87,124± SQ. FT.  
 2.00± ACRES

PART OF APN. 28 00 28 3 000 023 000

P.O.B.  
 FOUND 2" CAPPED REBAR  
 SOUTHWEST CORNER OF THE  
 NORTHEAST 1/4 OF THE  
 SOUTHWEST 1/4 OF  
 SECTION 28, TOWNSHIP 18 SOUTH,  
 RANGE 2 WEST  
 JEFFERSON COUNTY, ALABAMA



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

LEGAL DESCRIPTION: