

**Vestavia Hills
City Council Agenda
February 24, 2020
amended
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Jim Cartledge
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Proclamation – National Colorectal Cancer Awareness Month – March 2020
9. Proclamation – Women in Construction Week – March 1-7, 2020
10. Proclamation – Alabama Arbor Week – February 23-29, 2020
11. Approval Of Minutes – January 29-30, 2020 (Work Session); February 10, 2020 (Work Session) and February 10, 2020 (Regular Meeting)

Old Business

12. Ordinance Number 2909 – Annexation – 90 Day Final - 2312 St. Joseph Road, Lot 22, St. Joseph Retreat; Vincent And Julie Pappalardo, Owners (*public hearing*)
13. Ordinance Number 2910 – Rezoning – 2312 St. Joseph Road, Lot 22, St. Joseph Retreat; Rezone From Jefferson County E-1 To Vestavia Hills E-2, Compatible Zoning For Annexation; Vincent And Julie Pappalardo, Owners (*public hearing*)
14. Ordinance Number 2911 – Annexation – 90 Day Final – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
15. Ordinance Number 2912 – Rezoning – 2637 Alta Glen Drive; Rezone From Jefferson County E-1 To Vestavia Hills E-2, Compatible Zoning For Annexation; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
16. Ordinance Number 2913 – Rezoning – 312 Montgomery Highway And 1990 Southwood Road; Lot 49, Beacon Hills (North And South Portions); Rezone From Vestavia Hills R-2 (Medium Density Residential District) And O-1 (Office Park District) To Vestavia Hills B-1.2 (Neighborhood Mixed Use District); Oksana Senyk, MD, Phd, Owner (*public hearing*)
17. Ordinance Number 2916 – An Ordinance To Repeal Ordinance Number 2429 And Amending Section 5.5-200 Through Section 5.5-311 Of The Vestavia Hills Code Of

Ordinances And Adopting A Flood Damage Prevention Ordinance For The City Of Vestavia Hills, Alabama (*public hearing*)

New Business

18. Resolution Number 5223 – A Resolution Approving An Alcohol License For Troups Pizza LLC D/B/A Troups Pizza; 3144 Heights Village; For The Sale Of 040 – Retail Beer (On- And Off-Premises) And 060 – Retail Table Wine (On- And Off-Premises);); George Terrill Brazelton, Ramie Leight Wesley And David Russell Donaldson, Executives (*public hearing*)
19. Resolution Number 5224 – A Resolution Authorizing The City Manager To Execute And Deliver An Easement Agreement For Electrical Services At Wald Park
20. Resolution Number 5225 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property
21. Ordinance Number 2918 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver Agreements With Avenue Insights And Analytics Regarding Revenue Collection, Assessment And Discovery For The City Of Vestavia Hills

New Business (Requesting Unanimous Consent)

22. An Ordinance Amending Ordinance Number 2848 Authorizing The Mayor And City Manager To Execute And Deliver All Documents And Actions Necessary To Acquire Rights-Of-Way And Easements For Proposed Improvements Along Crosshaven Drive Pursuant To The Infrastructure And Community Spaces Plan

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

23. Resolution Number 5226 – A Resolution authorizing the City Manager to purchase a Sharp Aquos Board for the Vestavia Hills Library in the Forest (*public hearing*)
24. Citizens Comments
25. Motion for Adjournment

WHEREAS, colorectal cancer is the second most common cause of cancer deaths for men and women in Alabama; and

WHEREAS, the lifetime risk of being diagnosed with cancer of the colon or rectum is 4.4 percent for men and 4.1 percent for women in the United States; and

WHEREAS, the survival rate of individuals who have colorectal cancer is 90 percent when detected in the early stages versus only a 10 percent survival rate when colorectal cancer is diagnosed after it has spread to other organs; and

WHEREAS, when detected early, the five-year survival rates for colon cancer is 90 percent; however, only 39 percent of colorectal cancers is diagnosed at this stage, mostly due to low rates of screening; and

WHEREAS, colorectal cancer is preventable, treatable, and beatable in most cases; and

WHEREAS, observing a Go Blue Day for Colorectal Cancer Awareness would provide a special opportunity to offer education on the importance of early detection and screening.

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 March 2020 as National Colorectal Cancer Awareness Month and March 6, 2020 as

**GO BLUE DAY for
COLORECTAL CANCER AWARENESS**

in the City of Vestavia Hills, Alabama, and urge our citizens who are 45 and over to get a colorectal screening because the vast majority of colon cancer deaths can be prevented through proper screening and early detection.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 24th day of February 2020.

Ashley C. Curry
Mayor

WHEREAS, the National Association of Women in Construction (NAWIC) was founded in Fort Worth, Texas by sixteen women working in the construction industry in 1953; and

WHEREAS, today the NAWIC provides its members with opportunities for professional development, education, networking, leadership training, public service; and

WHEREAS, Women in Construction Week will celebrate and highlight women as a visible component of the construction industry; and

WHEREAS, Women in Construction Week provides an occasion to raise awareness of the opportunities available for women in the construction industry and to emphasize the growing role of women in the industry; and

WHEREAS, for more than 60 years, NAWIC has helped women take advantage of the opportunities in construction and empowered women to be successful in a predominately male dominated sphere which is important to ensuring equality for generations to come.

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 recognize the National Association of Women in Construction Birmingham Chapter 53 and proclaim the week of March 1 – 7, 2020 as

WOMEN IN CONSTRUCTION WEEK

and encourage our citizens to congratulate the organization and its many dedicated volunteers for their steadfast work on behalf and support of women in construction.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 24th day of February 2020.

Ashley C. Curry
Mayor

WHEREAS, the economic and aesthetic welfare of the people of Alabama is largely dependent on the trees and forests of the State; and

WHEREAS, everyone in the City of Vestavia Hills benefits either directly or indirectly from trees and forests; and

WHEREAS, trees provide jobs, products, habitat for wildlife, and recreational opportunities; and

WHEREAS, trees are an invaluable physical and psychological addition to the City, as they provide shade, cool the air, reduce noise levels and glare; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the management of trees through planning, planting, maintenance, timely removal and replacement increases their benefit to our City for both present and future generations; and

WHEREAS, the Keep Vestavia Hills Beautiful organization, an affiliate of Keep America Beautiful, has committed to integrate into its purpose promoting, planting and caring for community trees as well as engaging in other activities which ensure that trees are considered in community aesthetics.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim the week of February 23 – 29, 2020 as

ARBOR WEEK

and encourage all residents to participate in tree planting activities during this week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 13th day of February 2020.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

JANUARY 29 & 30, 2020

The City Council of Vestavia Hills met in a special planning work session beginning on this date in the Executive Conference Room at beginning at 8:00 AM, recessing at 5 PM and resuming at 8 AM, February 30, 2020, following posting/publication as required by Alabama law. The Acting City Clerk checked the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Conrad Garrison, Acting City Clerk/Planner
Cinnamon McCulley, Communications
Specialist
Brian Davis, Public Services Director
Danny Rary, Police Chief
Marvin Green, Fire Chief
Shawn Jackson, Asst. Fire Chief
Christopher Brady, City Engineer
Darrin Estes, IT Director
Taneisha Tucker, Library Director

The Mayor called the work session to order.

Mr. Downes reviewed the strategic priorities from 2019. He presented an overall financial review including the first quarter of fiscal year 2020 and highlighted a summary of activities of the Community Spaces Plan. In addition, he briefed the Council on various survey findings and trends over the last several years to include action center metrics.

Department Heads began reviews and needs of their relative department. Public Services Department reviewed a new organizational chart relative to the Community Spaces Plan. New employees, Jeff Corley, program leader for aquatics and Sandi Wilson, Parks and Recreation Superintendent for Seniors and Special Events were introduced.

Brian Davis, Public Services Director, also discussed new landscaping improvements at the I65/Highway 31 off-ramp and options to improve decorations and programs for the holiday season.

Christopher Brady, City Engineer, reviewed the upcoming revision of the City's Floodwater Ordinance along with reviews of the Stormwater Ordinances and program changes relative to the adoption of these ordinances. He explained procedures for working without a permit; failure to comply with regulations; repeated site concerns; manpower/cross training of employees.

Mr. Brady also discussed traffic improvement project possibilities; sidewalk project updates; drainage improvement projects and ALDOT funded project updates.

Ken Upchurch and Raynor Boles, TCU project managers for the Community Spaces Plan, were present to update and discuss the Plan at length with the Council including Crosshaven Project update; Cahaba Heights – New Merkel update; Wald Park update and Community Center update.

Chris Williams, Rice Advisory, discussed refinancing opportunities that might come available for the City and opportunities that the Council might wish to participate.

Mr. Davis discussed the sanitation contract. This included the frequency of service; recycling with a briefing on repowering and options for moving forward. In closing, he discussed the upcoming 2020 contract and bidding strategy.

Mr. Downes led a discussion on the future of the Cahaba Heights Business District along Cahaba Heights Road along with proposed developments. The development team included for Local Spoke presented their concepts. Attendees: Jared Lewis, John Montgomery and Christopher Architects.

The Mayor discussed strategies to combat and/or curb youth vaping with such techniques of no flavored products.

The Mayor discussed the City's efforts toward fighting human trafficking and working toward making the City a human traffickingfree zone.

The Mayor discussed the upcoming legislative season which might include legislation on small cell technology and medical marijuana.

Wrap up included priorities for the FY 2020, police take home vehicle policy and keeping priorities of citizens at the forefront of capital funding projects.

There being no further business, work session adjourned at 11:43 AM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

FEBRUARY 10, 2020

The City Council of Vestavia Hills met in a special scheduled work session on this day in the Executive Conference Room at 4:00 PM, following posting/publication as required by Alabama law. The City Clerk checked the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem*
Kimberly Cook, Councilor
Paul J. Head, Councilor
George Pierce, Councilor
**arrived at 4:21 PM*

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Cinnamon McCulley, Communications
Specialist
Brian Davis, Public Services Director
Danny Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Shawn Jackson, Asst. Fire Chief
Christopher Brady, City Engineer
Jason Burnett, Parks and Recreation
Superintendent for Athletics and Facilities
Sandi Wilson, Parks and Recreation
Superintendent for Athletics and Facilities
Jeff Corley, Athletic Program Coordinator
for Aquatics and Recreation

The Mayor called the work session to order.

INFRASTRUCTURE AND COMMUNITY SPACES PLAN

Ken Upchurch TCU, presented the Mayor and City Council with detail of the Infrastructure and Community Spaces Plan which detailed a variance of \$9,929,153 which

represents an estimate of the variance of all the projects. Mr. Upchurch explained the projects both bid and not yet bid and the figures on the presentation. (copy attached)

Mrs. Cook asked for a detail of which projects have been bid.

Mr. Upchurch stated that Wald Park Initial Site Plan was bid and has been completed. He stated the Community Center, Crosshaven Drive and New Merkel have been advertised and will soon bid. He stated that Wald Park, Phase 3 is anticipated for this spring in order to align with school requirements. Wald Park Phase 2 and Cahaba Heights have both bid and are under construction.

Mr. Upchurch explained the deviations from the original estimates, including an additional pool, additional square footage in the pool house for lifeguards, conference room, etc.

Mrs. Cook asked what baseball field repairs were required.

Raynor Boles, TCU, explained the quality of the soils below the immediate field surface were substandard, so they had to dig down 5" and amend the soils before grading. He stated these field remediations will sustain these fields for decades.

Mr. Pierce asked about who was aware of these costs rising.

Mr. Upchurch explained that costs were discussed when the bids were discussed and all of these numbers were in the contract amounts that the Council approved.

Mrs. Cook asked about the landscaping figure.

Mr. Upchurch explained the landscaping allowances. He stated that currently no planting has taken place but the landscaping will be the most visible part of these projects and TCU does not recommend a decrease in this allowance to save money, as it is an important part of the project.

Mr. Weaver arrived to the work session.

Discussion ensued as to the estimated landscaping and the estimated overage. He stated that they knew the landscaping would be over budget but didn't know by how much.

Mr. Boles stated that they did value engineer Wald Park Phase 2 to reduce costs without sacrificing quality.

Mrs. Cook asked about the electrical problem and how the expense would be covered.

Mr. Upchurch stated that each contract has a contingency allowance to pull from in situations like this. He stated that they have not produced any change orders and they are

hoping there will be some future project savings to offset some of the unexpected cost of the electrical repair.

Mr. Head stated that the initial estimates were done years ago and it is difficult to project costs over such a long period of time.

Discussions ensued concerning each project and the need for each project. Mrs. Cook stated that she believes the decisions to increase scope for the leisure pool and to add the second gym were good decisions and the end result will be a good value for the community.

Discussion ensued into projects proceeding over the summertime. The Mayor asked about the estimated completion dates of the various projects. Mr. Upchurch explained that construction involving the service road to the school would occur over the summer, and would be coordinated with the school system.

Mr. Pierce asked about airflow at the swimming pool with the proximity of the walls, pool house and roadway structures.

Mr. Downes explained possible options for obtaining additional revenue, including restructuring some bond debt and making use of a surplus in revenues. He mentioned there are ongoing storm water repair, paving and sidewalk construction projects, all of these being paid for out of the Infrastructure and Community Spaces capital funding.

There being no further business, the work session adjourned at 5:00 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Community Spaces Plan Strategic Planning Meeting
Wednesday January 29, 2020

Project	Original Community Spaces Program Budget	TCU Current Projected Program Budget
Wald Park Site Package	\$ 3,511,033.83	\$ 3,511,033.83
Wald Park Phase 2	\$ 15,429,766.00	\$ 19,158,628.00
Wald Park Phase 3	\$ -	\$ 1,700,000.00
Cahaba Heights	\$ 7,398,815.00	\$ 7,390,054.00
New Merkel	\$ 500,000.00	\$ 864,555.00
Crosshaven Dr.	\$ 4,611,000.00	\$ 4,611,000.00
Community Center	\$ 15,270,390.00	\$ 19,414,887.00
Paving	\$ 2,200,000.00	\$ 2,200,000.00
Drainage	\$ 550,000.00	\$ 550,000.00
Sidewalks	\$ 2,500,000.00	\$ 2,500,000.00
TOTAL	\$ 51,971,004.83	\$ 61,900,157.83
Variance	\$	9,929,153.00

Notes	
<i>Wald Park</i>	
Swimming Facility increased cost	\$ 3,125,000.00
Wald Park Sports Lighting Issue	\$ 350,000.00
Pavillions Increased Structure	\$ 75,000.00
Landscaping	\$ 600,000.00
Baseball Field Scope Increase	\$ 300,000.00
Site Grading & Amenities	\$ 600,000.00
Market Conditions	\$ 750,000.00
Sub- TOTAL	\$ 5,800,000.00
<i>Cahaba Heights</i>	
Scope Increase for Park	\$ 100,000.00
Scope Increase for Adjacent Development	\$ 75,000.00
Market Conditions	\$ 350,000.00
Sub-Total	\$ 525,000.00
<i>New Merkel</i>	
Scope Increase	\$ 350,000.00
Sub-Total	\$ 350,000.00
<i>Community Center</i>	
Scope Increase	\$ 4,144,497.00
Sub-Total	\$ 4,144,497.00
TOTAL Variance	\$ 10,819,497.00

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

FEBRUARY 10, 2020

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
George Sawaya, Asst. Finance Director
Danny Rary, Police Chief
Christopher Brady, City Engineer

Sam Williamson; Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mrs. Cook welcomed two students, Maddie Crane and Charles Sands, a Boy Scout with Troop 76.
- Mr. Pierce welcomed Chamber Board members Erin Holtz and Keri Bates to the meeting.
- Mr. Head announced that the Parks and Recreation Board will have their next work session on Friday in the Executive Conference Room of City Hall beginning at 11:30 AM.

CITY MANAGER'S REPORT

- Mr. Downes noted that there was some mild flooding today. He stated that they anticipate the Cahaba River near Cahaba Heights will have significant flooding over the next few days. He stated that first responders are conscious of this and will try to mitigate all problems as they arise. He asked everyone to pray for the employees. Mr. Downes asked that non-emergency calls should come through the action center if during business hours.

Emergency calls should come through 911 or non-urgent calls can be made to the VHPD Desk Sergeant, 205-978-0140.

COUNCILOR REPORTS

- Mrs. Cook stated that she has been gathering information regarding various City HOAs as a way to provide important information to communities. She asked anyone with an HOA contact to please provide this information to her or the City.
- Mr. Pierce stated the Chamber's monthly luncheon is tomorrow with keynote speaker Nick Sellers with the 2020 World Games, detailing the event's impact on this area.
- The Mayor stated he will be in Montgomery tomorrow for the Alabama League of Municipalities' Legislative Advocacy Day. He stated he will report back after that meeting.
- Mr. Weaver stated the Planning and Zoning Commission will have their regular meeting Thursday and he also will attend the Chamber's monthly luncheon.

FINANCIAL REPORTS

George Sawaya, Asst. Treasurer, presented the financial reports for month ending December 2019. He read and explained the balances.

The Mayor reported that the ad valorem collections are increasing so they are catching up with projections.

APPROVAL OF MINUTES

The Mayor opened the floor for approval of the following minutes: January 27, 2020 (Regular Meeting).

MOTION Motion to approve the minutes of the January 27, 2020 (Regular Meeting) was by Mrs. Cook, seconded by Mr. Weaver.

Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2915

Ordinance Number 2915 – An Ordinance To Approve An Assignment And Assumption Of Agreement And A Sales Contract For A Right-Of-Way Purchase Of Real Estate Situated At 3995-3103 Greendale Road In The City Of Vestavia Hills, Alabama Consisting Of Approximately 0.34 Acres, More Or Less (“Property”) And Authorizing And Directing The Mayor And City Manager To Execute And Deliver Said The Contract And Any And All Other Documents Necessary To Close The Sale And/Or Conveyance Pursuant To The Terms, Provisions And Conditions Of Said Agreement (public hearing)

MOTION Motion to approve Ordinance Number 2915 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes explained that this Ordinance was discussed at the previous meeting and runs hand-in-hand with the Ordinance which was adopted at the last meeting authorizing the purchase of the Greendale Apartments. This approves the sales contract for a secondary action of the City to carve out the needed right-of-way for Crosshaven and sell the remaining property and improvements to a new owner.

Mr. Boone recommended approval.

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

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

NEW BUSINESS

RESOLUTION NUMBER 5221

Resolution Number 5221 – A Resolution Rescheduling The City Council Meeting Of March 23, 2020 To March 30, 2020 In Observance Of Spring Break

MOTION Motion to approve Resolution Number 5221 was by Mr. Weaver seconded by Mr. Pierce.

The Mayor stated that this request is to move a regular meeting of the City Council from March 23 to March 30 in observance of Spring Break that is scheduled for that week.

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

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

RESOLUTION NUMBER 5222

Resolution Number 5222 - A Resolution Authorizing The City Manager To Execute An Deliver An Agreement For An Electrical Easement At Cahaba Heights Park For The Proposed New Merkel House

MOTION Motion to approve Resolution Number 5222 was by Mr. Weaver, seconded by Mr. Pierce.

Mr. Downes stated that this request is to move an established electrical connection for the proposed New Merkel House located in Cahaba Heights Park.

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

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

ORDINANCE NUMBER 2917

Ordinance Number 2917 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An “Assignment Of Special Economic Development Agreement) Between SCP At Liberty Park, LLC And LPP II, LLC

MOTION Motion to approve Ordinance Number 2917 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes explained that this Ordinance would assign an economic agreement from SCP at Liberty Park due to pending sale of a strip shopping center. He stated there are several tenants and the agreement is a sales tax share. The owner is selling this to LLP II, LLC and this reassigns this economic agreement to the new owner, pursuant to the agreement, following Council approval.

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

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

The Mayor announced that the following resolutions and/or ordinances will be presented at a public hearing at the Council's regular meeting on February 24, 2020, at 6:00 PM. He passed the gavel to Mr. Weaver to read the first readings.

- Ordinance Number 2909 – Annexation – 90 Day Final - 2312 St. Joseph Road, Lot 22, St. Joseph Retreat; Vincent And Julie Pappalardo, Owners (*public hearing*)
- Ordinance Number 2910 – Rezoning – 2312 St. Joseph Road, Lot 22, St. Joseph Retreat; Rezone From Jefferson County E-1 To Vestavia Hills E-2, Compatible Zoning For Annexation; Vincent And Julie Pappalardo, Owners (*public hearing*)
- Ordinance Number 2911 – Annexation – 90 Day Final – 2637 Alta Glen Drive; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
- Ordinance Number 2912 – Rezoning – 2637 Alta Glen Drive; Rezone From Jefferson County E-1 To Vestavia Hills E-2, Compatible Zoning For Annexation; Jimit Parekh And Pallavi Shah, Owners (*public hearing*)
- Ordinance Number 2913 – Rezoning – 312 Montgomery Highway And 1990 Southwood Road; Lot 49, Beacon Hills (North And South Portions); Rezone From Vestavia Hills R-2 (Medium Density Residential District) And O-1 (Office Park District) To Vestavia Hills B-1.2 (Neighborhood Mixed Use District); Oksana Senyk, MD, Phd, Owner (*public hearing*)
- Ordinance Number 2916 – An Ordinance To Repeal Ordinance Number 2429 And Amending Section 5.5-200 Through Section 5.5-311 Of The Vestavia Hills Code Of Ordinances And Adopting A Flood Damage Prevention Ordinance For The City Of Vestavia Hills, Alabama (*public hearing*)

Mr. Weaver passed the gavel back to the Mayor.

CITIZEN COMMENTS

Mrs. Cook stated that there were issues with people hearing the live-stream recording of the work session. She reminded everyone it was also recorded and would be on the website in the next couple of days.

At 6:19 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 6:20 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2909

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

WHEREAS, on the 13th day of November, 2019, 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:

2312 St. Joseph Road
Lot 22, St. Joseph Retreat
Vincent and Julie Poppalardo, Owner(s)

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 24th day of February, 2020.

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 # 2909 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 24th day of February, 2020, 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 _____, 2020.

Rebecca Leavings
City Clerk

2312 St. Joseph Rd



PARCEL #: 28 00 28 4 001 004.000	[111-A-] Baths: 3.5 <small>2312 St. Joseph Road</small> H/C Sqrt: 4,263
OWNER: STEIN JEANNE M	18-012.0 Bed Rooms: 5 Land Sch: A114
ADDRESS: 2312 ST JOSEPH ROAD BIRMINGHAM AL 35243	Land: 240,000 Imp: 335,300 Total: 575,300
LOCATION: 2312 ST JOSEPH RD BHAM AL 35243	Acres: 0.000 Sales Info: 05/01/1977 \$175,000

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

Tax Year : 2019 ▼

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 2	OVER 65 CODE:	LAND VALUE 10%	\$0
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20%	\$240,000
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	BLDG 001	111 \$335,300
CLASS USE:		<u>CLASS 3</u>	
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$575,300]:	\$575,300
PREV YEAR VALUE: \$586,900.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$115,060	\$747.89	\$0	\$0.00	\$747.89
COUNTY	2	2	\$115,060	\$1,553.31	\$0	\$0.00	\$1,553.31
SCHOOL	2	2	\$115,060	\$943.49	\$0	\$0.00	\$943.49
DIST SCHOOL	2	2	\$115,060	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$115,060	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$115,060	\$586.81	\$0	\$0.00	\$586.81
SPC SCHOOL2	2	2	\$115,060	\$1,933.01	\$0	\$0.00	\$1,933.01
ASSD. VALUE: \$115,060.00			\$5,764.51	GRAND TOTAL: \$5,764.51			
							Payoff Quote

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<u>2019066438</u>	6/25/2019		2019		\$0.00
<u>2019018108</u>	2/18/2019	1/4/2019	2018	STEIN JOHN	\$2,341.32
<u>3880-556</u>	08/21/1990	12/15/2017	2017	JOHN STEIN	\$2,341.32
		12/15/2016	2016	-	\$2,341.32
		12/11/2015	2015	JOHN STEIN	\$2,341.32
		12/10/2014	2014	JOHN STEIN	\$2,312.54
		12/21/2013	2013	-	\$2,299.46
		12/5/2012	2012	JOHN STEIN	\$2,299.03
		20111231	2011	***	\$2,517.94
		20101213	2010	***	\$2,517.94

Annexation Committee Petition Review

Property: 2312 St. Joseph Road

Owners: Vincent and Julie Pappalardo

Date: 10/17/2019

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 795,500. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 14 Number in city 10
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2312 St. Joseph Road

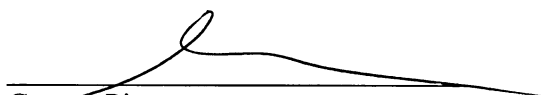
8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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

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

11. Information on children: Number in family 2; Plan to enroll in VH
schools Yes _____ No _____ Comments: _____

Other Comments: _____


George Pierce
Chairman
10-17-19

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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

Location: 2312 St. Joseph Road

Engineering; Public Services

Date: 9/30/19 Initials: CBrady via email

2312 St. Joseph Road -- no significant concerns noted; roadway asphalt is in fair condition; some neighboring properties remain in Jefferson County, so it is anticipated roadway maintenance will continued to be shared with the County.

Police Department:

Date: 9-26-2019 Initials: cdw

Comments: No problems

Fire Department:

Date: 9-26-19 Initials: ZF

Comments: No Problems

Board of Education:

Date: 10/01/19 Initials: S Bendall

Comments: Acceptable under school numbers
(via email)

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 6-25-2019

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.

(205) 253-3699

vinniepappalardo@gmail.com

EXHIBIT "A"

LOT: 22

BLOCK: _____

SURVEY: St. Joseph Retreat

RECORDED IN MAP BOOK 100, PAGE 84 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JCE1

COMPATIBLE CITY ZONING: VHE2

LEGAL DESCRIPTION (METES AND BOUNDS):

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Julie & Giuseppe Appalardo</u>	Lot <u>22</u> Block _____ Survey <u>St. Joseph Retreat</u>
<u>[Signature]</u>	Lot <u>22</u> Block _____ Survey <u>St. Joseph Retreat</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 21st day of June, 2019.

[Signature]
Notary Public

My commission expires: 1/17/2021

THOMAS A JOHNSON
Notary Public, Alabama State At Large
My Commission Expires Jan. 17, 2021

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): Vincent + Julie Harper Pappalardo
Address: 2312 St. Joseph Rd
City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	<u>Luke Pappalardo</u>	<u>14</u>	<u>9</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	<u>Claire Pappalardo</u>	<u>13</u>	<u>8</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

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

ORDINANCE NUMBER 2910

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 E-1 TO VESTAVIA HILLS E-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 E-1 (estate residential district) to Vestavia Hills E-2 (estate residential district):

2312 St. Joseph Road
Lot 22, St. Joseph Retreat
Vincent and Julie Pappalardo, Owners

APPROVED and ADOPTED this the 24th day of February, 2020.

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 # 2910 is a true and correct copy of such 24th day of February, 2020, 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 _____, 2020.

Rebecca Leavings
City Clerk

2312 St. Joseph Rd



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

Date: **JANUARY 9, 2020**

- **CASE: P-0120-01**
- **REQUESTED ACTION:** Rezoning JC E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2312 St. Joseph Rd.
- **APPLICANT/OWNER:** Vincent & Julie Harper Pappalardo
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on St. Joseph Dr. from JC E-1 to VH-E-2. Property was annexed overnight by Ordinance 2881 on 11/13/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for low density residential.
- **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.

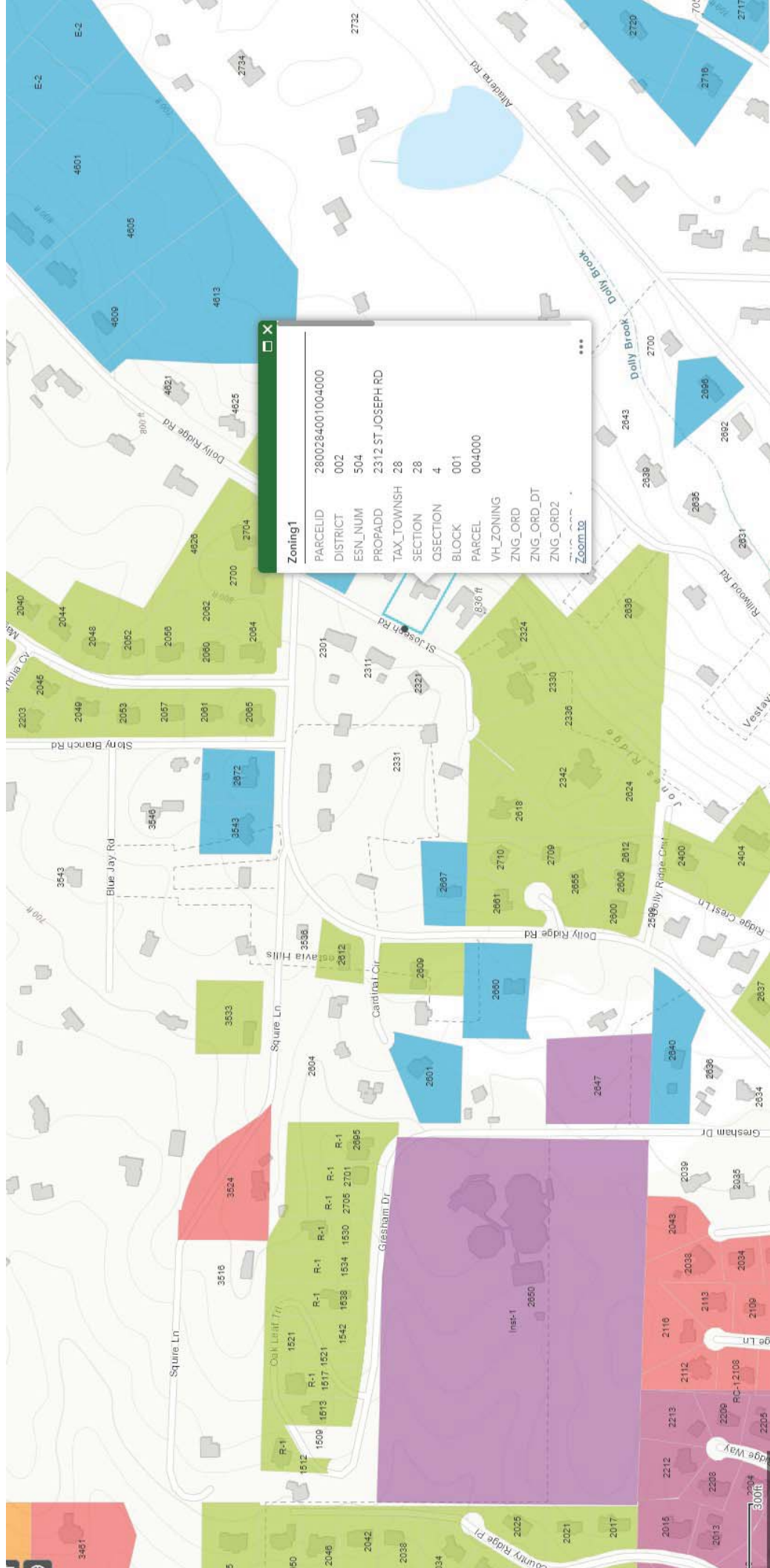
MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-1 to Vestavia Hills E-2 for the property located At 2312 St. Joseph Rd. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Vercher – yes

Ms. Cobb– yes

Mr. Sykes– yes
Mr. Goodwin – yes
Mr. Larson – yes
Motion carried.

Mr. Romeo – yes
Mr. Weaver – yes



Zoning1

PARCELID	2800284001004000
DISTRICT	002
ESN_NUM	504
PROPADD	2312 ST JOSEPH RD
TAX_TOWNSH	28
SECTION	28
CSECTON	4
BLOCK	001
PARCEL	004000
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	

Zoom to

ORDINANCE NUMBER 2911

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

WHEREAS, on the 13th day of November, 2019, 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:

2637 Alta Glen Drive
Jimit Parekh and Pallavi Shah, Owner(s)

More Particularly Described As Follows:

Begin at the NE corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 33, Township 18 South, Range 2 West, thence an angle to the left 85° 55' and run West along the North line of said quarter-quarter section for 374.95 feet to the Easterly line of County Road; thence an angle to the left of 64° 10' and Southwesterly along the Easterly line of said road for 956 feet to the point of beginning; thence turn an angle to the left of 89° 31' and run Southeast 435.60 feet, thence turn an angle to the right and run along a line parallel to the road in a Southwesterly direction for 200 feet; thence turn an angle to the right and run in a Northwesterly direction along a One parallel to the aforesaid 435.60 feet length to the East line of said road; thence an angle to the right and run in a Northeasterly direction along said road to the point of beginning. Situated in Jefferson County, Alabama, Birmingham Division.

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 24th day of February, 2020.

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 # 2911 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 24th day of February, 2020, 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 _____, 2020.

Rebecca Leavings
City Clerk

PARCEL #: 28 00 33 1 001 006.000
OWNER: GRAY BRADLEY & NANCY
ADDRESS: 2637 ALTA GLEN DR VESTAVIA AL 35243-4509
LOCATION: 2637 ALTA GLEN DR BHAM AL 35243

[111-B-] Baths: 5.0 H/C Sqft: 5,829
 18-013.0 Bed Rooms: 6 Land Sch: A114
 Land: 166,900 Imp: 398,500 Total: 565,400
 Acres: 0.000 Sales Info: 06/01/2006 \$485,000

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

Tax Year : 2019 ▼

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$663,500.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$166,920
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 001 111 \$398,500

TOTAL MARKET VALUE [APPR. VALUE: \$565,400]: \$565,420

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$56,540	\$367.51	\$4,000	\$26.00	\$341.51
COUNTY	3	1	\$56,540	\$763.29	\$2,000	\$27.00	\$736.29
SCHOOL	3	1	\$56,540	\$463.63	\$0	\$0.00	\$463.63
DIST SCHOOL	3	1	\$56,540	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$56,540	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$56,540	\$288.35	\$0	\$0.00	\$288.35
SPC SCHOOL2	3	1	\$56,540	\$949.87	\$0	\$0.00	\$949.87

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$56,540.00 **\$2,832.65** **GRAND TOTAL: \$2,784.65**

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE
<u>200611-6591</u>	06/29/2006
<u>200107-8309</u>	06/15/2001

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2019		\$0.00
12/26/2018	2018	CADENCE BANK	\$3,276.64
12/12/2017	2017	GRAY BRADLEY	\$3,125.33
11/21/2016	2016	CORELOGIC	\$3,050.18
12/1/2015	2015	CORELOGIC INC	\$3,050.18
12/2/2014	2014	CORELOGIC INC	\$2,769.62
11/19/2013	2013	CORELOGIC INC	\$2,769.62
11/21/2012	2012	CENTRAL MORTGAGE CO	\$2,989.06
20111231	2011	***	\$3,042.17
20101231	2010	***	\$3,031.15

Annexation Committee Petition Review

Property: 2637 Alta Glen Drive

Owners: ~~Bradley and Nancy Gray~~ Sinit Parikh & Pallavi Shah

Date: 10/17/2019

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 565,420. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 20 Number in city 7
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2637 Alta Glen Drive

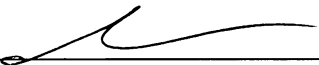
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes No Comment _____

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

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

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes No Comments: _____

Other Comments: _____



George Pierce
Chairman 10-17-19

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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

Location: 2637 Alta Glen Drive

Engineering; Public Services

Date: 9/30/19 Initials: C Brady (via email)

2637 Alta Glen Drive -- no significant concerns noted; this roadway and other area roadways are narrow and in poor to fair condition; we would request any redevelopment of the property to consider some road widening or shoulder improvements to improve pre-existing conditions; currently, this section of roadway is maintained by Jefferson County.

Police Department:

Date: 9/26/2019 Initials: clw

Comments: No problem

Fire Department:

Date: 9/26/19 Initials: _____

Comments: No problem

Board of Education:

Date: 10/01/19 Initials: S Bendall

Comments: Acceptable under school numbers
(via email)

STATE OF ALABAMA

Jefferson

COUNTY

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

Date of Petition: 09/01/2019

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.

205-356-4263

JIMIT PALLAVI@GMAIL.COM

EXHIBIT "A"

LOT: See attached property tax record _____

BLOCK: _____

SURVEY: _____

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

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

COM INTER S/L OF NE 1/4 & SE R/W ALTA GLEN DR TH NE ALONG R/W 305 FT TO
BEG TH CONT NE ALONG R/W 195 FT TH SE 435 FT TH SW 200 FT TH NW 435 FT TO
POB

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 see attached property tax record

_____ Lot _____ Block _____ Survey see attached property tax record

_____ Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson _____ **COUNTY**

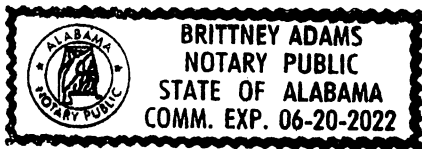
Jimit Parekh

_____ 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 13 day of September, 2019.





Notary Public

My commission expires: 06/20/2022

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): Jimit Parekh & Pallavi Shah

Address: 2637 Alta Glen Drive

City: Vestavia State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Rohan Parekh <i>Currently at Pizitz Middle School</i>	13	7 th Grade	✓	
2.	Akash Parekh <i>Currently at Dolly Ridge Elementary</i>	10	5 th Grade	✓	
3.					
4.					
5.					
6.					

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

ORDINANCE NUMBER 2912

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 E-1 TO VESTAVIA HILLS E-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 E-1 (estate residential district) to Vestavia Hills E-2 (estate residential district):

2637 Alta Glen Drive
Jimit Parekh and Pallavi Shah, Owners

More Particularly Described As Follows:

Begin at the NE corner of the SW¹/₄ of NE¹/₄, Section 33, Township 18 South, Range 2 West, thence an angle to the left 85° 55' and run West along the North line of said quarter-quarter section for 374.95 feet to the Easterly line of County Road; thence an angle to the left of 64° 10' and Southwesterly along the Easterly line of said road for 956 feet to the point of beginning; thence turn an angle to the left of 89° 31' and run Southeast 435.60 feet, thence turn an angle to the right and run along a line parallel to the road in a Southwesterly direction for 200 feet; thence turn an angle to the right and run in a Northwesterly direction along a line parallel to the aforesaid 435.60 feet length to the East line of said road; thence an angle to the right and run in a Northeasterly direction along said road to the point of beginning. Situated in Jefferson County, Alabama, Birmingham Division.

APPROVED and ADOPTED this the 24th day of February, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

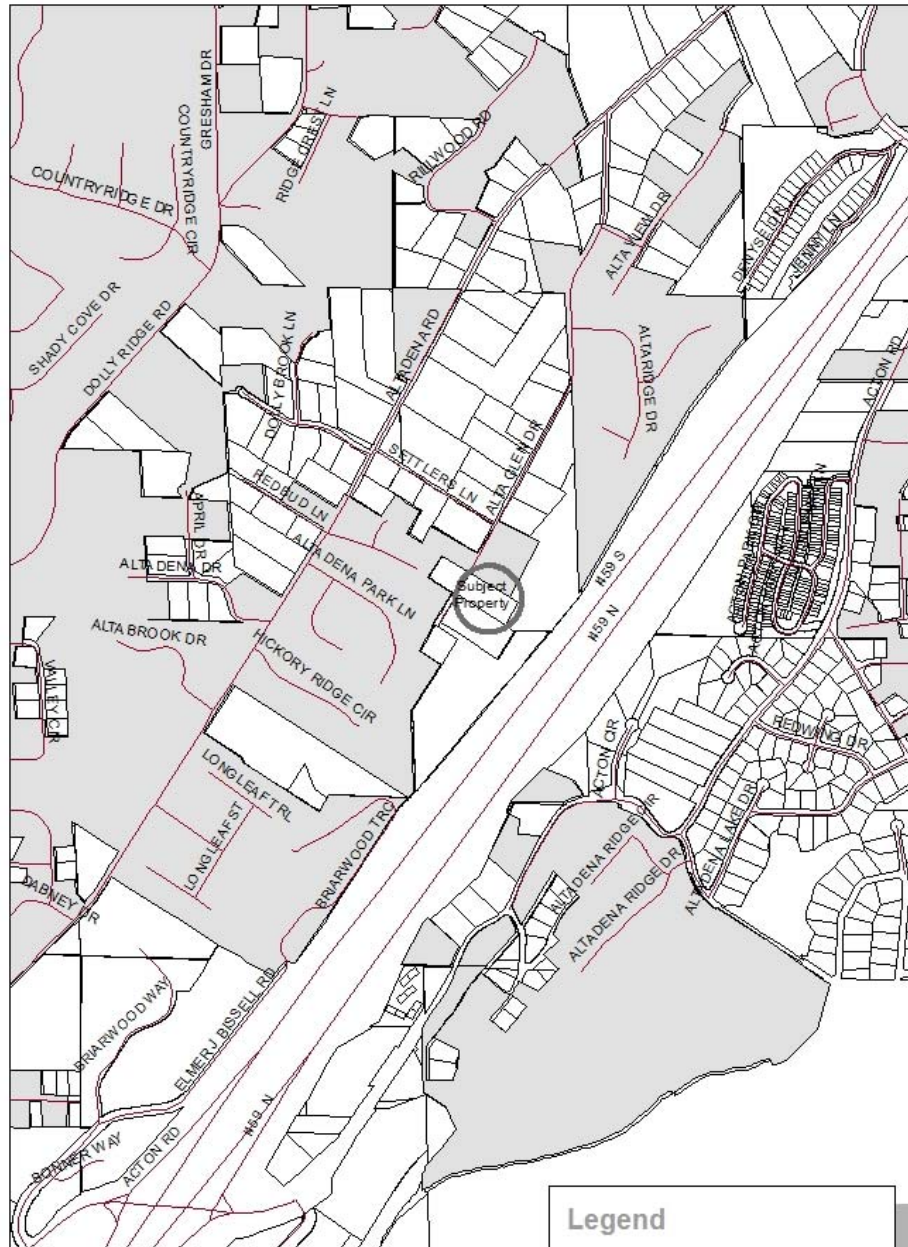
CERTIFICATION:

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 # 2912 is a true and correct copy of such 24th day of February, 2020, 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 _____, 2020.

Rebecca Leavings
City Clerk

2637 Alta Glen Drive



Legend

■ Vestavia Hills City Limits

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

Date: **JANUARY 9, 2020**

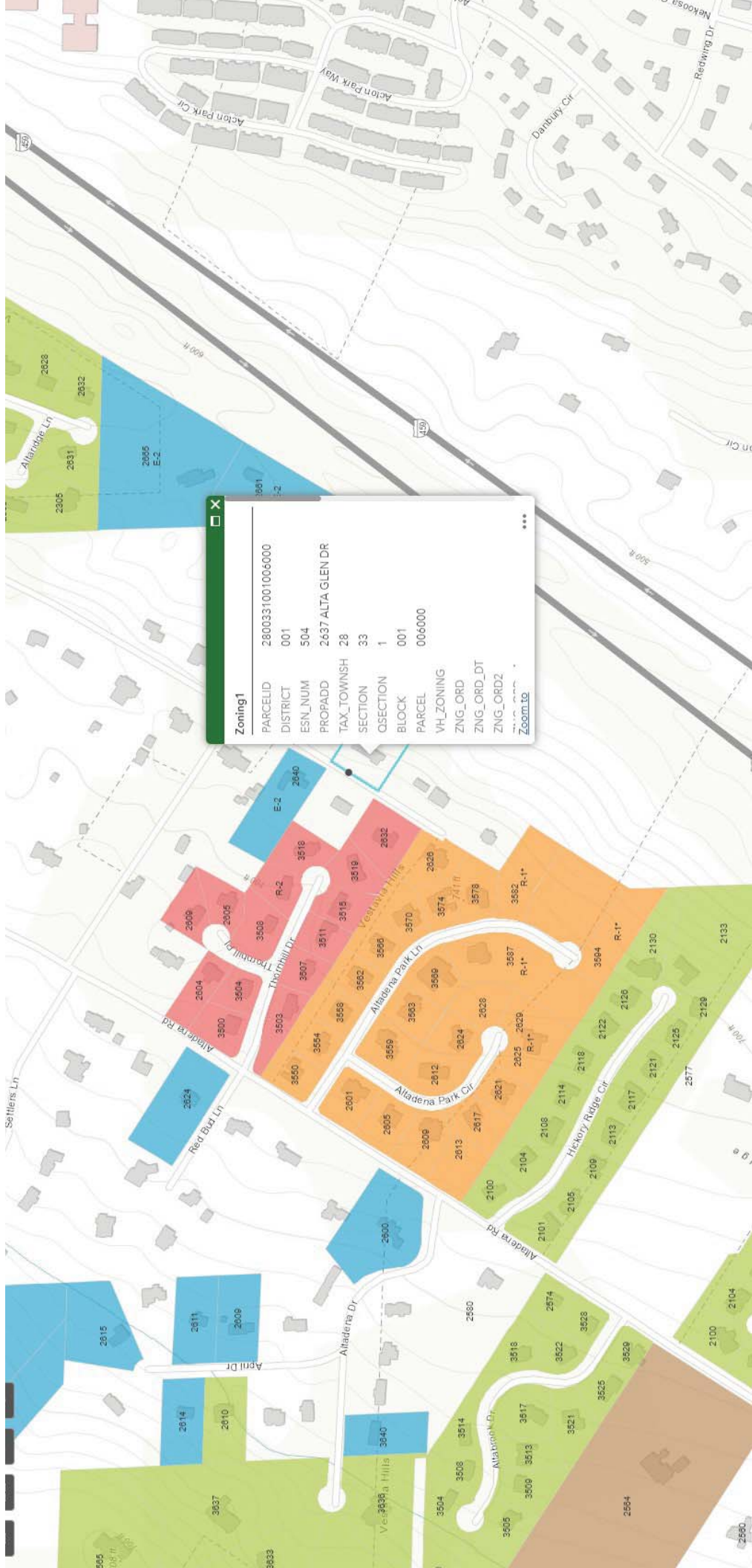
- **CASE:** P-0120-02
- **REQUESTED ACTION:** Rezoning JC E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2637 Alta Glen Dr.
- **APPLICANT/OWNER:** Jimit Parekh & Pallavi Shah
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Alta Glen Dr. from JC E-1 to VH-E-2. Property was annexed overnight by Ordinance 2883 on 11/13/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for low density residential.
- **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 Ms. Cobb made a motion to recommend Rezoning from JC E-1 to Vestavia Hills E-2 for the property located At 2637 Alta Glen Dr. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Vercher – yes
Mr. Sykes– yes
Mr. Goodwin – yes
Mr. Larson – yes
Motion carried.

Ms. Cobb– yes
Mr. Romeo – yes
Mr. Weaver – yes



Zoning1	
PARCELID	2800331001006000
DISTRICT	001
ESN_NUM	504
PROPADD	2637 ALTA GLEN DR
TAX_TOWNSH	28
SECTION	33
OSECTION	1
BLOCK	001
PARCEL	006000
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	
Zoom In	
Zoom Out	

ORDINANCE NUMBER 2913

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-2 AND O-1 TO VESTAVIA HILLS B-1.2

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 Vestavia Hills R-2 (medium density residential district) and O-1 (office park district) to Vestavia Hills B-1.2 (neighborhood mixed use district):

312 Montgomery Highway and 1990 Southwood Road
Lot 49, Beacon Hills (north and south portion)
Oksana Senyk, MD, PhD, Owner

BE IT FURTHER ORDAINED that said zoning is conditioned upon the following: (1) On street parking shall be prohibited on Southwood Road; and (2) there shall be no elevated lighting.

APPROVED and ADOPTED this the 24th day of February, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

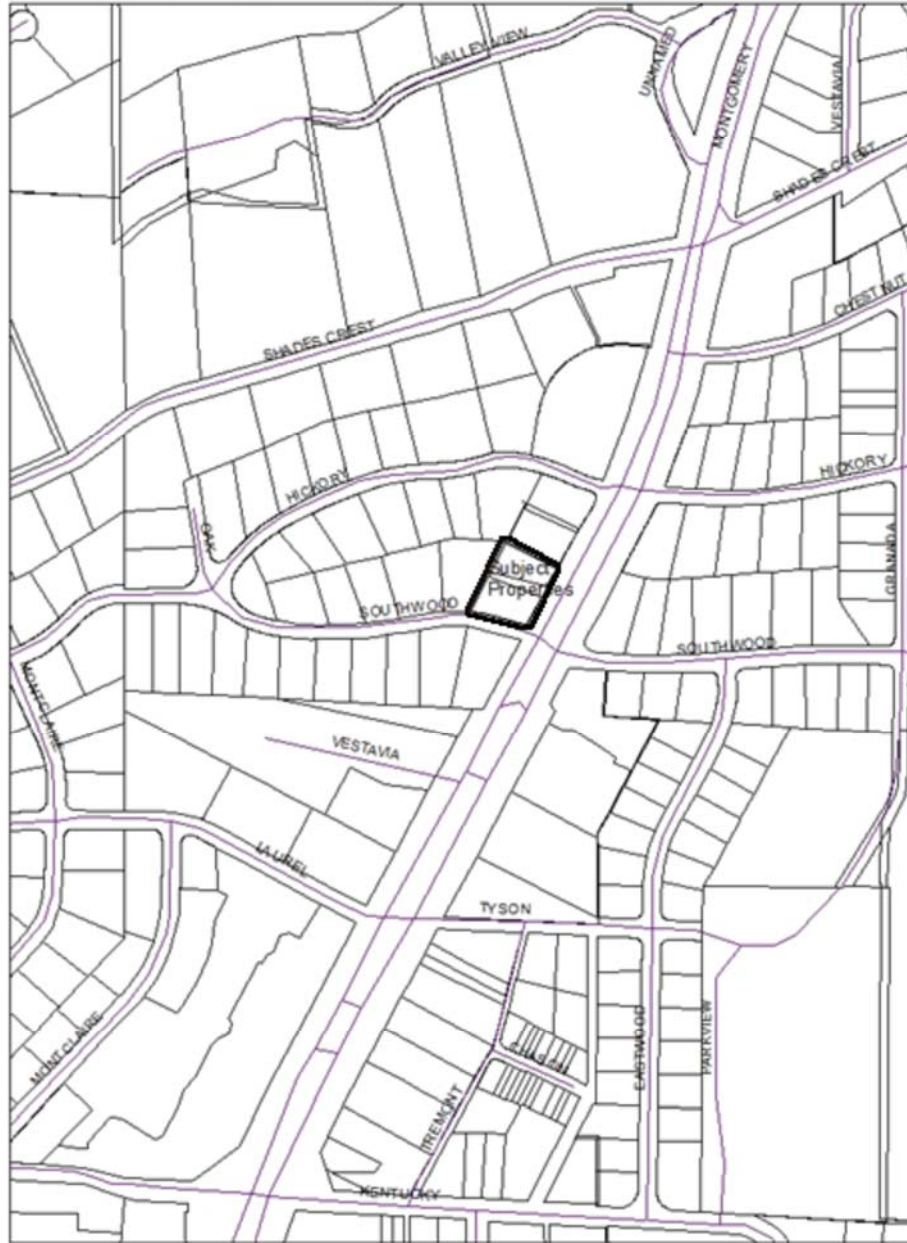
CERTIFICATION:

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 # 2913 is a true and correct copy of such 24th day of February, 2020, 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 _____, 2020.

Rebecca Leavings
City Clerk

312 Mont Hwy & 1990 Southwood Rd



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

Date: **JANUARY 9, 2020**

- **CASE:** P-0120-03
- **REQUESTED ACTION:** Rezoning from Vestavia Hills O-1 & Vestavia Hills R-2 to Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 312 Montgomery Hwy. & 1990 Southwood Rd.
- **APPLICANT/OWNER:** Oksana Senyk
- **GENERAL DISCUSSION:** This is a rezoning of two lots on the northwest corner of Hwy. 31 and Southwood Rd. Applicants are requesting B-1.2 zoning for a two-story dental office. The proposed setback along Hwy 31 are 8', while maintaining the 30' rear setback adjacent to the insurance building. Unlit parking will be to side and rear of the building. 312 Montgomery Hwy. is currently zoned O-1 and 1990 Southwood Rd. is zoned R-2. The proposed plan meets all zoning requirements. Site plans and renderings are attached.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for Village Center/Professional Office.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Rezoning not final until lots are combined
 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. Weaver made a motion to recommend Rezoning from Vestavia Hills O-1 & Vestavia Hills R-2 to Vestavia Hills B-1.2 for the property located At 312 Montgomery Hwy. & 1990 Southwood Rd. with the following conditions:

1. No street parking on Southwood Rd.;
2. No elevated lighting.

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

Mr. Vercher – yes

Ms. Cobb– yes

Mr. Sykes– yes

Mr. Romeo – yes

Mr. Goodwin – yes

Mr. Weaver – yes

Mr. Larson – yes

Motion carried.

10 9 8 7 6 5 4 3 2 1

GONZALEZ - STRENGTH & ASSOCIATES, INC.
 CIVIL ENGINEERING, TRANSPORTATION ENGINEERING
 LAND SURVEYING, LAND PLANNING, LANDSCAPE ARCHITECTURE
 1550 WOODS OF RIVERCHASE DRIVE, SUITE 200
 HOOPER, ALABAMA 35244

CHECKED BY:	MEM
DESIGNED BY:	MEM
DRAWN BY:	MEM
SCALE:	1" = 50'

CONCEPTUAL LAYOUT PLAN
VESTAVIA HILLS, AL
MAXUS CONSTRUCTION

DATE:	1/7/2020
PROJECT NO.:	19-0655
SHEET:	CON-6



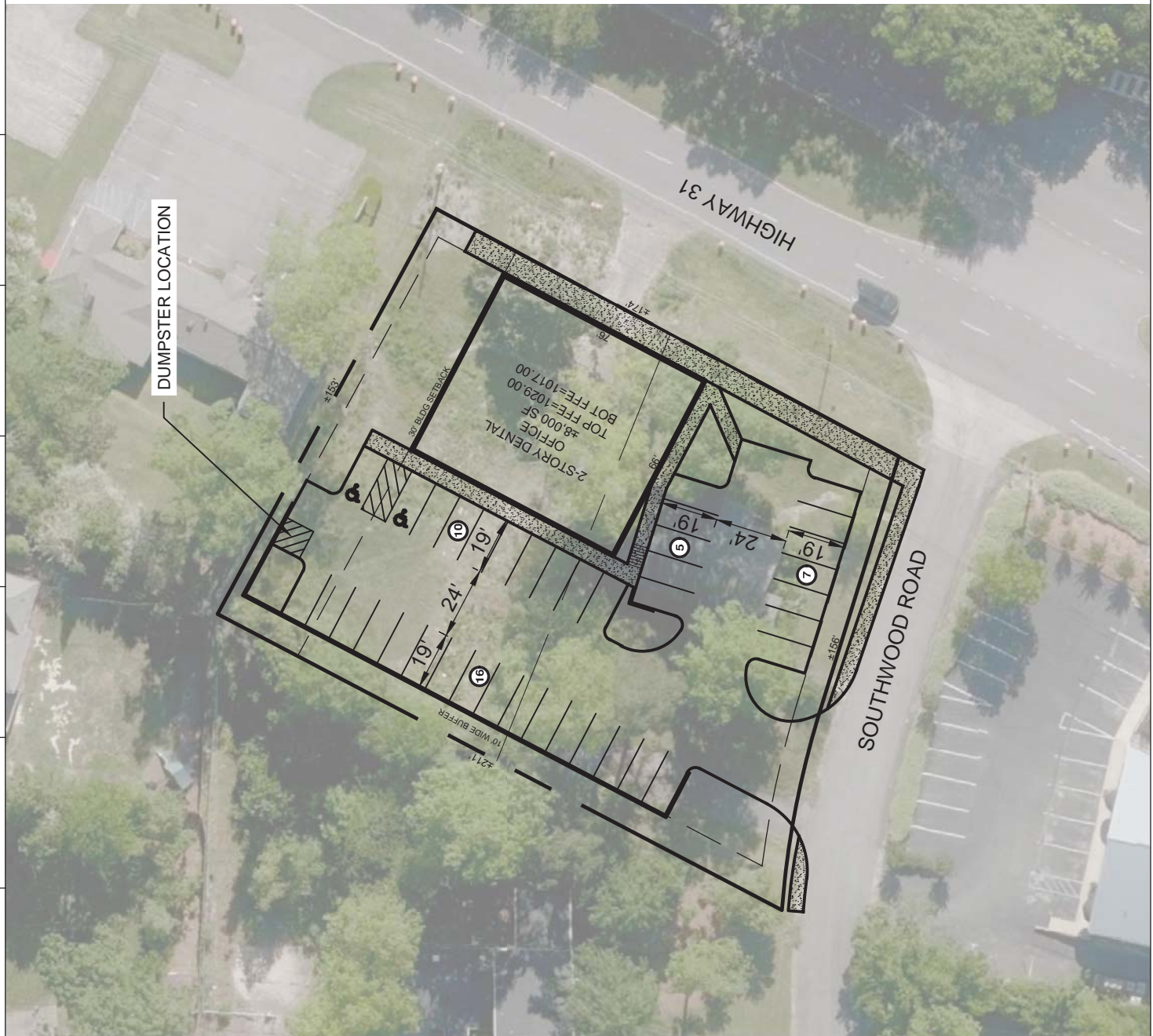
ACREAGE SUMMARY	
TOTAL	±0.66 AC.

SITE DATA	
LOCAL JURISDICTION	CITY OF VESTAVIA HILLS
CURRENT ZONING	O-1 - OFFICE PARK DISTRICT AND UNZONED

PROFESSIONAL OFFICE IS ALLOWED UNDER CURRENT ZONING.

PARKING			
USE	S.F.	SPACES	RATIO
OFFICE	±8,000	38	4.8/1,000 SF

DENTAL OFFICE:
 4 SPACES PER DOCTOR PLUS 1.0 SPACES PER EMPLOYEE
 PARKING SPACE SIZE: 9' X 19'

















Zoning1

PARCELID	2800193005015000
DISTRICT	020
ESN_NUM	62
PROPADD	312 MONTGOMERY HWY
TAX_TOWNSH	28
SECTION	19
QSECTION	3
BLOCK	005
PARCEL	015000
VH_ZONING	O-1
ZNG_ORD	2428
ZNG_ORD_DT	01/28/2013
ZNG_ORD2	

[Home](#)
[Back](#)
[Forward](#)
[Zoom In](#)
[Zoom Out](#)
[Zoom To](#)

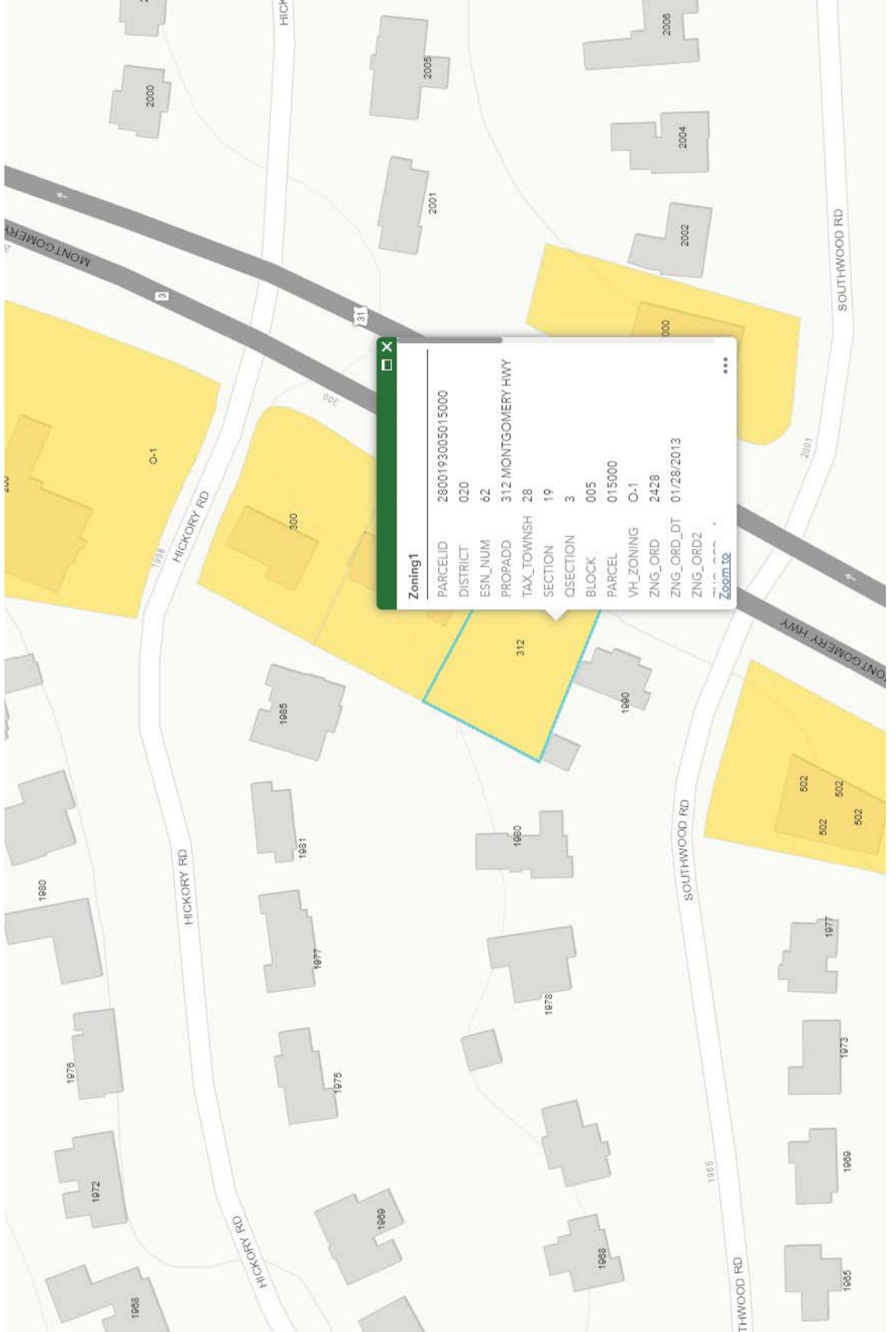




Figure 17: Highway 31 North
Land Use Analysis

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Neighborhood - primarily low / medium density single-family residential areas with higher densities near village centers. Other uses may include schools, places of worship, recreational areas, and open space. Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces. Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space. Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered. | <ul style="list-style-type: none"> Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space. Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses. Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users. Schools - School facilities administered by the Vestavia Hills School System. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



January 6, 2020

Mr. Conrad Garrison
City Planner
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mr. Garrison:

I am writing in response to the upcoming Planning and Zoning Commission public hearing on January 9, 2020 at 6:00 p.m. Specifically, I write to question the plans of the applicant, Dr. Oksana Senyk, who is requesting a rezoning change of Lot 49 Beacon Hill/312 Montgomery Highway and 1990 Southwood Road.

My husband and I live at 1980 Southwood Road, which borders Lot 49 on the west side of the property. While the plans for the property which we have reviewed appear to be in good taste and respectful of the neighboring residential area, we have three items of concern:

- 1) We ask that a wooden fence be installed bordering our property since the developer now wants to use the back side of the office as her parking lot. We want to ensure privacy between what is our backyard and the public who will park in the lot.
- 2) We ask to see the waste management plan (i.e. dumpster location and hazardous waste removal plan) to ensure that we will not be exposing our property to excessive rodent infestation (as is the case with our across the street neighbor, also adjacent to a dental office) or pharmaceutical waste.
- 3) We ask to see the lighting plan for the property as our den and master bedroom overlook the parking lot side of the building and we do not want spotlights shining into our living space.

Please let me know that this letter has been received by you at least 3 days prior to the public hearing, which my husband and I plan to attend.

Thank you for your time and for ensuring the plans for our city include positive environments for both residents and businesses.

Respectfully submitted,



Patti Hendrix Lovoy
1980 Southwood Road
Vestavia Hills, AL 35216
205.937.1547

plovoy@childrensaid.org

ORDINANCE NUMBER 2916

AN ORDINANCE TO REPEAL ORDINANCE NUMBER 2429 AND AMENDING SECTION 5.5-200 THROUGH SECTION 5.5-311 OF THE VESTAVIA HILLS CODE OF ORDINANCES AND ADOPTING A FLOOD DAMAGE PREVENTION ORDINANCE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

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

- (1) Ordinance Number 2429, adopted and approved by the Vestavia Hills City Council on January 28, 2013, is hereby repealed in its entirety; and
- (2) Sections 5.5-200 through 5.5-311 of the Vestavia Hills Code of Ordinances entitled “ARTICLE III. FLOOD DAMAGE PREVENTION IN NONCOASTAL/REVERINE COMMUNITIES” is amended and Ordinance Number 2916 is hereby adopted in its entirety as follows:

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose And Objectives

SECTION A **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council, of Vestavia Hills, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

- (1) The flood hazard areas of Vestavia Hills, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C **STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and
- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D **OBJECTIVES**

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and
- (7) to ensure that potential home buyers are notified that property is in a flood area.

ARTICLE 2
GENERAL PROVISIONS

SECTION A **LANDS TO WHICH THIS ORDINANCE APPLIES**

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of Vestavia Hills, Alabama.

SECTION B **BASIS FOR AREA OF SPECIAL FLOOD HAZARD**

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS), dated September 3, 2010** , with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for Jefferson County, Alabama are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in the FIS.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of Vestavia Hills:

- (1) Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administrating these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION C: **ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT**

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any development activities in identified areas of special flood hazard and **community flood hazard areas** within the community.

SECTION D. **COMPLIANCE**

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

SECTION E. **ABROGATION AND GREATER RESTRICTIONS**

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of City of Vestavia Hills or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

- (1) Notice of Violation. If the community determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement that the determination of violation may be appealed to the community by filing a written notice of appeal within ten (10) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

- (2) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Vestavia Hills shall first notify the applicant or other responsible person in writing of its intended action. The City of Vestavia

Hills shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Vestavia Hills may take or impose any one or more of the following enforcement actions or penalties:

- (a) Stop Work Order: The community may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect -until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
- (b) Withhold or revoke Certificate of Occupancy: The community may refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.
- (c) Suspension, revocation, or modifications of permit: The community may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (d) Penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Vestavia Hills from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (e) Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure is noncompliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied.

The declaration must be in writing (letter or citation), from the community to the property owner and the applicable FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation to that authority;
- iv. Evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and
- v. A clear statement that the declaration is being submitted pursuant to section 1316 of the National Flood Insurance Act of 1968, as amended.

If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (3) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty days from the date of receipt of the Notice of Appeal by the Floodplain Administrator.

- (4) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be City of Vestavia Hills Board of Zoning Adjustments, or their designees. The Appeal Board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. The decision of the Appeal Board shall be final.
- (5) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Jefferson County Civil Court.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION J. REPEALER

Ordinance Number 2429 of the City of Vestavia Hills, Alabama is hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

ARTICLE 3
ADMINISTRATION

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The City Engineer is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to, the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following procedures and information are required for all projects in the Special Flood Hazard Areas within the jurisdiction of City of Vestavia Hills:

(1) Application Stage

Plot plans are to include:

- (a) The Base Flood Elevation (BFE) where provided as set forth in Article 2, Section B; Article 4, Section C; or Article 5, Section D;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;
- (f) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
- (g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings

required in accordance with Article 4, Sections B(1), B(3), D(7), and E(1) when solid foundation perimeter walls are used.

- (h) Usage details of any enclosed areas below the lowest floor shall be described.
 - (i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
 - (j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be provided on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
 - (k) Certification of the plot plan by a licensed professional engineer or surveyor in the State of Alabama is required.
- (2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or floodproofing certificate** immediately after the lowest floor or flood proofing is completed.

- (a) When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.
- (b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**
- (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.
- (d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the Special Flood Hazard Areas within the jurisdiction of the community to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. Members of his or her inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

- (f) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31), which depicts all finished construction elevations, is required to be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.
- (b) The Floodplain Administrator shall review the certificate(s) data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.
- (c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (d) Documentation regarding completion and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (e) All records that pertain to the administration of this ordinance shall be maintained and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and assure that development sites are reasonably safe from flooding.
- (2) Review copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.

- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3, Section B.
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and E(2).
- (6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section B(1)(c) and Article 4, Section B(2) or E(2).
- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.
- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.
- (11) In addition, the Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.
 - (a) Right of Entry
 - i. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
 - ii. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.

- iii. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- iv. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

(b) Stop Work Orders

- i. Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease.
- ii. Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

(c) Revocation of Permits

- i. The Administrator may revoke a permit or approval, issued under the provisions of this ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
- ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) Require copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits be on file.
- (2) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage:

- (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.
- (11) Proposed new construction and substantial improvements that are partially located in an area of special flood hazard shall have the entire structure meet the standards for new construction.
- (12) Proposed new construction and substantial improvements that are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations shall have the entire structure meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

SECTION B SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated base flood elevation), the following provisions are required:

- (1) Residential and Non-residential Structures - Where base flood elevation data is available, new construction and substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.** Should solid foundation perimeter walls be used to elevate a

structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be floodproofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).

Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.

- (3) Enclosures for Elevated Buildings - All new construction and substantial improvements of existing structures that include **ANY fully enclosed area** below the base flood elevation, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

- (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
- (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls);
 - (ii) The bottom of all openings shall be no higher than one foot above grade; and
 - (iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.
- (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area.
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms. All interior walls, ceilings and floors below the base flood elevation shall be unfinished and/or constructed of flood resistant materials.
- (d) Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power as required.
- (e) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the

elimination or alteration of the openings in any way will violate the requirements for enclosures below the base flood elevation. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.

- (f) Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:
 - (i) That the enclosed area(s) shall remain fully compliant with all parts of the section Enclosures for Elevated Buildings of this Ordinance unless otherwise modified to be fully compliant with the applicable sections of the Flood Damage Prevention Ordinance in effect at the time of conversion.
 - (ii) A duly appointed representative of the City of Vestavia Hills is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
 - (iii) The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.

- (4) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:
 - (a) All manufactured homes placed and substantially improved on:
 - (i) individual lots or parcels,
 - (ii) in new or substantially improved manufactured home parks or subdivisions,
 - (iii) in expansions to existing manufactured home parks or subdivisions, or
 - (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.
 - (b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (i) the lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
 - (ii) where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and a maximum of 60 inches (five feet) above grade and must meet the standards of Article 4, Section D(5).
 - (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - (d) All recreational vehicles placed on sites must either:
 - (i) be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
 - (ii) the recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (3)(a) and (3)(c).

- (5) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the City of Vestavia Hills FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.
- (6) Accessory Structures (also referred to as appurtenant structures) – This provision generally applies to new and substantially improved accessory structures. When an accessory structure complies with all other provisions of this ordinance (including floodway encroachment), represents a minimal investment (less than \$1000), and meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated or dry floodproofed.

Accessory structures include, but are not limited to, residential structures such as detached garages, storage sheds for garden tools or woodworking, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings. The following provisions apply to accessory structures built below the base flood elevation:

- (a) A permit shall be required prior to construction or installation.
- (b) Must be low value (less than \$1000) and not be used for human habitation.
- (c) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
- (d) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
- (e) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
- (f) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.
- (g) Shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (h) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.
- (i) Under limited circumstances communities may issue variances to permit construction of wet-floodproofed accessory structures. Communities should not grant variances to entire subdivisions for accessory structures, especially detached garages. Variances should only be reviewed and issued on an individual or case-by-case basis and be based on the unique characteristics of the site.

SECTION C FLOODWAYS

Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base

flood, without increasing the water surface elevation of that flood more than one foot at any point;

- (2) Encroachments, including fill, new construction, placement of manufactured homes, substantial improvements, and other development, are prohibited.
- (3) As long as no fill, structures (including additions), or other impediments to flow are added, permissible uses within the floodway may include: lawns, gardens, athletic fields, play areas, picnic grounds, and hiking/biking/horseback riding trails, general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION D **BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)**

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When base flood elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (5) and (6) shall apply:
- (3) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (4) All development in Zone A must meet the requirements of Article 4, Section A and Section B(1) through B(4).
- (5) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. If the requirement as set forth in Article 4, Section B(1) and (2) require the lowest floor to be elevated no less than one foot about the base flood elevation, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.

- (6) In the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet).
- (7) Openings sufficient to facilitate automatic equalization of flood water hydrostatic forces on exterior walls shall be provided in accordance with standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (8) Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site. Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume. Proper maintenance measures shall also be undertaken to ensure the intended storage volume remains in perpetuity.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus one foot of freeboard. **If no depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3), "Enclosures for Elevated Buildings".

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1)(c) and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F STANDARDS FOR SUBDIVISIONS

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than fifty lots or five acres; whichever is the lesser.
- (5) All subdivision and other development proposals which involve disturbing more than 1 acre of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 25-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation.
- (6) All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.
- (7) All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations.
- (8) In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area outside the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable.

SECTION G. CRITICAL FACILITIES

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent annual chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood.

- (1) Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.

- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.
- (4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.
 - a. The community's flood response plan must list facilities considered critical in a flood.
 - b. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.
- (5) The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Board of Zoning Adjustments as established by the City Council of Vestavia Hills, Alabama shall hear and decide requests for appeals or variance from the requirements of this ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Board of Zoning Adjustments may appeal such decision to the Jefferson County Circuit Court, as provided in State of Alabama statute.

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the Board of Zoning Adjustments shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.

- (3) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (4) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (5) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
- (6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
- (7) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
- (8) The importance of the services provided by the proposed facility to the community.
- (9) The necessity of the facility to be at a waterfront location, where applicable.
- (10) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
- (11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (12) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this ordinance, the Board of Zoning Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION D. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION E. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections E(3), E(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship; and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - a. result in rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - b. increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

ARTICLE 6
DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A Zone means the Area of Special Flood Hazard without base flood elevations determined.

Accessory Structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure to be insured and the use of which is incidental to the use of the principal structure. They should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. These structures are used solely for parking (two-car detached garages or smaller) or limited storage (small, low cost storage sheds). They are included under the general definition of structure and are consequently subject to all floodplain management regulations pertaining to structures.

Addition (to an existing building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a perimeter expansion or enclosure beneath a structure. If it is considered to be a substantial improvement (more than 50% of market value) to a structure, the existing structure will also need to be treated as new construction.

Depending on the flood zone and details of the project, the existing building may not have to be elevated. The determining factors are the common wall and what improvements are made to the existing structure. If the common wall is demolished as part of the project, then the entire structure must be elevated. If only a doorway is knocked through it and only minimal finishing is done, then only the addition has to be elevated.

AE Zone means the Area of Special Flood Hazard with base flood elevations determined.

AH Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually shallow ponding), with base flood elevations shown.

AO Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually sheet flow on sloping terrain), with depth numbers shown.

Appeal means a request for a review of the City Engineer's interpretation of any provision of this ordinance.

AR/AE, AR/AH, AR/AO, and AR/A Zones means a flood zone that results from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone means that part of the special flood hazard area inundated by the one percent annual chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard (also see “Special flood hazard area”) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base flood elevation means the computed elevation to which floodwater is anticipated to rise during the base flood. It is also the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. Base Flood Elevations are shown in the FIS and on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Building (also see **Structure**) means (1) A structure with 2 or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or (2) a manufactured home (a “manufactured home,” also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); or (3) a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (aka, critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such

as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone means an area in which the flood hazard is undetermined.

Dam means any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches above the base flood elevation (more is recommended). Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means any structure for which the "start of construction" commenced before April 21, 1997 [i.e., the effective date of the FIRST floodplain management code or ordinance adopted by the community as a basis for that community's participation in the National Flood Insurance Program (NFIP)] or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before April 21, 1997.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or runoff of surface waters from any source.
- c. Mudslides which are proximately caused by flooding as described in part “b.” of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in part “a.” of this definition.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study/ Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities or structures with their contents.

Floodway (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Flood Protection Elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Freeboard means a factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management which tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Used to determine the level for a building's lowest floor elevation or level of floodproofing required to be in compliance with the community's floodplain management regulations.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facility that are necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The City of Vestavia Hills requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:

- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest adjacent grade means the point of the ground level immediately next to a building. This may be the sidewalk, patio, deck support, or basement entryway immediately next to the structure after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that

such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the property value (as agreed between a willing buyer and seller), excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for the base flood elevations shown on a community's Flood Insurance Rate Map (FIRM). For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means ANY structure (see definition) for which the "start of construction" commenced after April 21, 1997 and includes any subsequent improvements (including additions) to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after April 21, 1997.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of

water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Permit means an official document or certificate issued by the City Official that authorizes performance of a specific activity.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation means an action taken by FEMA to formally notify participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle which is:

- a. Licensed and titled as a recreational vehicle or park model;
- b. Built on a single chassis;
- c. 400 square feet or less when measured at the largest horizontal projection;
- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck; and
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a flood risk study for the community.

Regulatory floodway see **Floodway**.

Remedy a violation means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Repetitive Loss Property means any insurable structure for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten (10) days apart but, within ten years of each other. A repetitive loss property may or may not be currently insured by the NFIP.

Section 1316 means no new flood insurance policy or federal disaster assistance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in floodprone areas. If the structure is made compliant with the applicable community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance and disaster assistance eligibility restored.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any

work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (*NOTE: accessory structures are NOT exempt from any ordinance requirements*). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Substantial improvement means any combination of reconstruction, alteration, or improvement to a building, taking place during a 10-year period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the initial improvement. Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 10-year period from the initial improvement project, an updated valuation for the structure can be used for the next time period. This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners) or;
- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50

percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.

X Zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

ARTICLE 7
SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

EFFECTIVE DATE

This Ordinance Number 2916 shall become effective immediately upon posting and publication as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 24th day of February, 2020.

Ashley 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 Number 2916 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 24th day of February, 2020 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2020.

Rebecca Leavings
City Clerk

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

February 24, 2020

To: Jeff Downes, City Manager ~~Rebecca Leavings, City Clerk~~

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

From: Christopher Brady, City Engineer

RE: Update to State Model Ordinance, Flood Damage Prevention

In January we were notified by State NFIP Coordinator of the need to update our Flood Damage Prevention Ordinance in order to continue our participation in FEMA's National Flood Insurance Program. See attached email. Updates include primarily additions of definitions in Article 6, and providing clarifying language within various sections of the Ordinance. We are also recommending adoption of some optional language as highlighted in summary below.

Ord 2916 – highlights of revisions and additions

- Replace Ord 2429, adopted January 2013, which had updated previous Ord 1688, adopted April 1997.
- Article 2, Section B
adds language to accept Preliminary Data, ie data that is not yet published as Effective Data, as most recent data
- Article 2, Section H – Penalties of Violation, added ability to enforce compliance
 - o Stop work order
 - o Withhold CO
 - o Suspension of permit
 - o Penalties
 - o Section 1316 declaration
- Article 3, Section B, paragraph 2 (f) – add clarification if fill is to be placed, placement should be a minimum 1 foot above BFE
- Article 3, Section C, paragraph 11 – Floodplain Administrator enforcement provisions
 - o rights of entry

- stop work order
- revocation of permits
- Article 4, Section A, paragraphs 11 & 12, partial or multiple then most restrictive
Adds language if a structure is only partially within a Flood Hazard Area, or if the structure overlaps into multiple Flood Zone classifications, the more restrictive requirements are enforced.
- Article 4, Section B, paragraph 2, dry flood proofing and documentation
If a commercial structure opts to flood proof, additional requirements include:
 - Engineer or architect provide certifications
 - Flood Emergency Plan
 - Inspection and Maintenance Plan
- Article 4, Section B, paragraph 3, enclosures below BFE
For structures with enclosures below the BFE additional requirements include:
 - Flood vent certification
 - Add to deed for future property transfer
- Article 4, Section B, paragraphs 4,5, and 6, added language for manufactured homes, recreational vehicles, and accessory structures
- Article 4, Section C, Floodways, paragraphs 2 and 3, No Encroachments, acceptable uses
- Article 4, Section D, Approximate A zones
 - P3, setback from stream
 - P5, elevate +3 from adjacent grade
 - P8, equal compensation for fill material
- Article 4, Section E, AO zones, +1 depth number, +3 if no depth number
- Article 4, Section F, Subdivisions, added additional language paragraphs 5 through 8
- Article 4, Section G, Critical Facilities, added section in entirety
- Article 6, definitions

Please let me know if questions,

Sincerely,

-Christopher

Subject: Notice to Update Flood Damage Prevention Ordinance
Attachments: #AL_Model-Fld Damage Prev Ord (Riverine).docx; #AL_Model-Fld Damage Prev Ord (Coastal).docx; #ASFPM_Higher_Stds_Ref_Guide_07-12-11.pdf; #FEMA_FinalReport_Reducing-Losses-HigherStds_BestPractices&Strategies.pdf; #NC_Higher_Stds_Safer-Dvlpt-in-Floodprone-Areas(2011).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Floodplain Administrator:

I am contacting you regarding the need to update your Flood Damage Prevention Ordinance (FDPO). All communities with ordinances that have not been updated since **July 2018** need to revise/update their ordinances to the newest version of the Alabama State Model Flood Damage Prevention Ordinance, which is attached. All Communities shall adopt the new ordinance through City Council or County Commission by **March 6, 2020**.

This requirement has arisen because FEMA required OWR to include additional NFIP definitions and language within various articles and sections that were not included in previous versions of the State Model Flood Damage Prevention Ordinance. The updates to our State model ordinance include some additional provisions to help with better enforcement and permitting practices. There are also some optional higher standards for communities that would like to be more proactive in their floodplain management.

I have attached copies of both the Riverine {and the Coastal} Flood Damage Prevention Ordinances for your use depending on your community's flood hazards. Instructions on how to use the State Model FDPO are included within the attached FDPO. It is acceptable to organize the ordinance in a manner that typifies your community's preferences as long as the text from the model ordinance is used. Any enhancements or modifications that are required by the community which do not take away from the minimum standards are also acceptable. As always, any higher standards that the community would like to institute are welcome. Examples of higher regulatory standards are included in the State Model Ordinance as optional. Further guidance for other higher standards are included in the attached documents.

Once a draft of your Community's new ordinance is complete, please send a copy to me via email and I will review it to make sure it meets State/FEMA standards. This way if any corrections are needed, we can work that out before it is presented to the City Council or County Commission for adoption. Once it has been adopted, I will need you to submit a scanned copy with all signatures to me via email so I can submit them to FEMA.

I would ask that you please begin this process soon, as it may take some time to schedule it for a Council/Commission meeting. The adopted ordinance with signatures shall be submitted to me by the close of business **March 6, 2020**.

Feel free to call me with any questions. Thanks, everyone.

Dave Veatch

State NFIP Planner

Floodplain Management Unit | Office of Water Resources Division

Alabama Department of Economic and Community Affairs

401 Adams Avenue | Montgomery, Alabama 36104

334.353.2627

www.adeca.alabama.gov/floods

RESOLUTION NUMBER 5223

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR TROUPS PIZZA LLC D/B/A TROUPS PIZZA;
GEORGE TERRILL BRAZELTON, RAMIE LEIGHT
WESLEY AND DAVID RUSSELL DONALDSON,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Troups Pizza LLC d/b/a Troups Pizza, located at 3144 Heights Village, Vestavia Hills, Alabama, for the sale of 040 - Retail Beer (on- or off-premises) and 060 - Retail Table Wine (on- or off-premises); George Terrill Brazelton, Ramie Leight Wesley and David Russell Donaldson, executives.

APPROVED and ADOPTED this the 24th day of February, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: February 17, 2020

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request – 040 - Retail Beer (on or off premises) and 060 - Retail Table Wine (on or off premises)

Please find attached information submitted by George Terrill Brazelton, Ramie Leight Wesley and David Russell Donaldson who request an alcohol license to sell 040 - Retail Beer (on or off premises) and 060 - Retail Table Wine (on or off premises) at the Troups Pizza LLC d/b/a Troups Pizza, 3144 Heights Village, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 24th day of February, 2020 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

Reviewed: _____





**ST. ATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20200212102656847

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Trade Name: **TROUPS PIZZA**

Filing Fee: \$100.00

Applicant: **TROUPS PIZZA LLC**

Transfer Fee:

Location Address: 3144 HEIGHTS VILLAGE VESTAVIA HILLS, AL 35243

Mailing Address: 3144 HEIGHTS VILLAGE VESTAVIA HILLS, AL 35243

County: JEFFERSON Tobacco sales: NO

Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: 2019126785 PGS 1 4

Date Incorporated: 12/05/2019 State incorporated: AL County Incorporated: JEFFERSON

Date of Authority: 12/05/2019 Alabama State Sales Tax ID: R010445658

Federal Tax ID: 843868479

Name:	Title:	Date and Place of Birth:	Residence Address:
GEORGE TERRILL BRAZELTON 5834373 - AL	MtMoc<	12/26/1972 ALABAMA	1001 SOUTHRIDGE DRIVE VESTAVIA HILLS, AL 35216
RAMIE LEIGH WESLEY 6417824-AL	MEMOC<	06/05/1979 ALABAMA	2808 CAHAWBA TRAIL BIRMINGHAM, AL 35243
DAVID RUSSELL DONALDSON 2996542 - AL	MEMBtR	01/01/1953 ALABAMA	3323 ALTAMUNT RUAU BIRMINGHAM, AL 35205

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: TERRILL BRAZELTON

Home Phone: 205-518-5452

Business Phone: 205-276-2323

Cell Phone: 205-276-2323

Fax:

E-mail: TERRILL@TROUPSPIZZA.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name: WINTZELLS OYSTER HOUSE

License 1: 011125237

Applicant: RED FISH VESTAVIA LLC

License 2:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200212102656847

If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: RAND R INVESTMENTS LLC 205-969-3108
 What is lessors primary business? REALESTATE
 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: 3050 Display Square Footage:
 Building seating capacity: 74 Does Licensed premises include a patio area? YES
 License Structure: SHOPPING CENTER License covers: PORTION OF
 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:
GEORGE TERRILL BRAZELTON	LIQUOR CONSUMPTION OF ALCOHOL BY MINOR 10-04-1993	AUBURN POLICE DEPARTMENT	FINE



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200212102656847

Initial each

Signature page

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

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

ffis -

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.

b, V

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.

X

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

X

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

3

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.

6

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.

73

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): C. S. Reese, Sr. & Son

Signature of Applicant: d'JJ

Notary Name (print): Weyrt (k) Yu Q

Notary Signature ◆◆

Commission expires: 11-4-;) ◆

Application Taken: ci)ll la

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:

RESOLUTION NUMBER 5224

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

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said Exhibit A, attached to and incorporated into this Resolution Number 5224 as if written fully therein; and
2. Resolution Number 5224 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24th day of February, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

APC Document# 72251882-001

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF JEFFERSON

This instrument prepared by: Dean Fritz

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

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

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

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

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in Deed Book 3274, Page 2, in the Office of the Judge of Probate of the above-named County.

If, in connection with the construction or improvement of any public road or highway, it becomes necessary or desirable for the Company to move any of the Facilities, Grantor hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10) outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

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

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____, 20__.

ATTEST (if required) or WITNESS: City of Vestavia Hills, Alabama
GRANTOR:

Signature

Signature

Title

Title

....., ----- **F o r Alabama Power Company Corporate Real Estate Department Use Only** -----

W.E. # A6173-14-CH19 Transformer# S7744. H889 All facilities on Grantor: Yes. less and except Road R/W

¼ ¼ STA & LOC to LOC: SE ¼ of the SW ¼ and the SW ¼ of the SW ¼ of Section 30 and the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 31. all lying in Township 18 South. Range 2 West

CORPORATION NOTARY

STATE OF _____

COUNTY OF _____

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

Given under my hand and official seal, this the _____ day of _____, 20__.

[SEAL]

Notary Public

My commission expires: _____

CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF _____

COUNTY OF _____

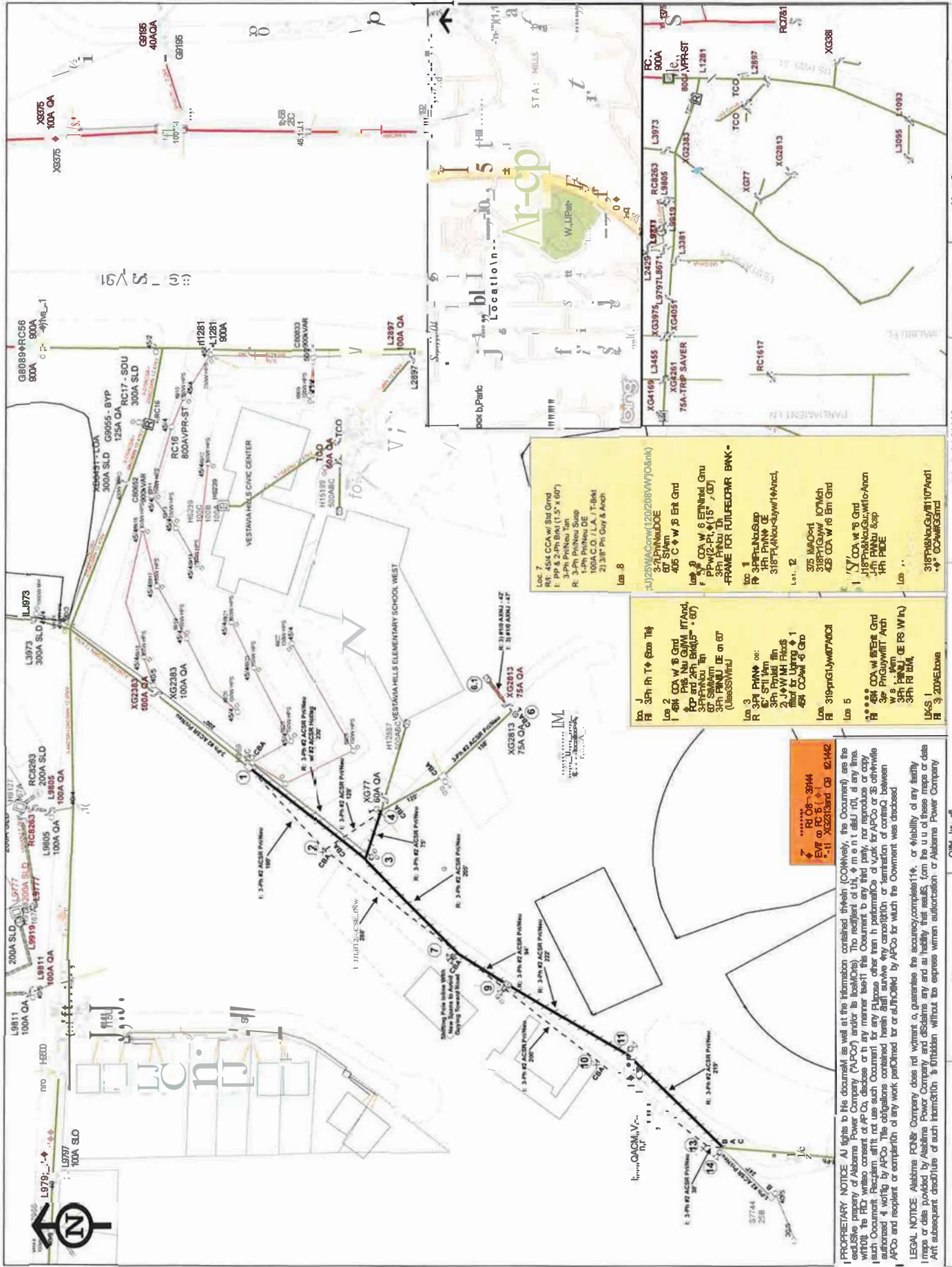
I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____ a _____ acting in its capacity as _____ of _____ a _____ is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such _____ and with full authority, executed the same voluntarily, for and as the act of said _____ acting in such capacity as aforesaid.

Given under my hand and official seal this the _____ day of _____, 20__.

[SEAL]

Notary Public

My commission expires: _____



Lot 1
 454 CCA W Sid Grd
 1. PP & 2. Ph Brk (1.5' x 60')
 R: 3-Ph P/N/Neu Top
 1. Ph P/N/Neu DE
 100A C.O. L.A. J-Bld
 41.36 Ph Coy & Arch

Lot 2
 405 C & W B Brk Grd
 3-2 Ph P/N/Neu DE
 67 St/Am

Lot 3
 3. Ph P/N/Neu Top
 3. Ph P/N/Neu DE
 3. Ph P/N/Neu Top
 3. Ph P/N/Neu DE
 3. Ph P/N/Neu Top
 3. Ph P/N/Neu DE

Lot 4
 375 MAO-04
 3187 Ph P/N/Neu Top
 4.35 CCA W r6 Brk Grd

Lot 5
 3. Ph P/N/Neu Top
 3. Ph P/N/Neu DE
 3. Ph P/N/Neu Top
 3. Ph P/N/Neu DE

RI 06-3144
 EVI or RC 5.1
 RI 06-3144
 EVI or RC 5.1

PROPRIETARY NOTICE: All rights in this document as well as the information contained therein (collectively, the "Document") are the exclusive property of Alabama Power Company ("APCO") and/or its subsidiaries. The recipient of this Document, in whole or in part, shall not, in any manner, reproduce or disseminate the Document to any third party, nor shall the recipient use the Document for any purpose other than that for which it was originally intended. The recipient shall not use the Document for any purpose other than that for which it was originally intended. The recipient shall not use the Document for any purpose other than that for which it was originally intended. The recipient shall not use the Document for any purpose other than that for which it was originally intended.

LEGAL NOTICE: Alabama Power Company does not warrant or guarantee the accuracy, completeness, or reliability of any facility maps or data provided by Alabama Power Company and decisions any and all facility field readers, from the use of these maps or data. Any subsequent distribution or modification of such information is prohibited without the express written authorization of Alabama Power Company.

RESOLUTION NUMBER 5225

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5225 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 24th day of February, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Brian Davis
Sent: Monday, February 17, 2020 3:27 PM
To: Jeff Downes
Cc: Rebecca Leavings
Subject: Fwd:
Attachments: GOV DEAL LIST.xlsx

Please see attached for surplus declaration at next week's council meeting.

Ronnie and Jeff spoke to Enterprise about these vehicles and they are too far gone for them to sell or purchase from us.

Brian Davis
bdavis@vhal.org

Begin forwarded message:

From: Jeff Hughes <JHughes@vhal.org>
Date: February 17, 2020 at 1:44:13 PM CST
To: Brian Davis <BDavis@vhal.org>

Brian,
Here are the gov deal items to be declared surplus.

Thanks
Jeff



Jeff Hughes, Assistant Public Works Director
Department of Public Services
1090 Montgomery Highway
Vestavia Hills, AL 35216
P 205 978 0134 | vhal.org
City of Vestavia Hills



TORO RIDING MOWER
TORO SELF PROPELLED MOWER
30' X 60' TENT
GAS POWERED GENERATOR
GAS POWERED CEMENT MIXER
SOD CUTTER
SNOW PLOW
6' X 12' UTILITY TRAILER

Vehicles

Year	Make	VIN	Mileage
2002	Ford F-350	1FDWW36S12EC79303	156,915
2004	Ford F-350	1FDWW36S14EB58452	88,662
2005	Chevrolet Colorado	1GCCS196X58187583	146,633
2006	Ford F-350	1FDWW36Y46EC01916	147,855
2008	Ford F-150 XL	1FTRF12V38KD79435	139,989

ORDINANCE NUMBER 2918

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS WITH AVENU INSIGHTS AND ANALYTICS REGARDING REVENUE COLLECTION, ASSESSMENT, DISCOVERY AND RECOVERY FOR THE CITY OF VESTAVIA HILLS

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 the following agreements with Avenu Insights and Analytics regarding revenue collection, assessment, discovery and recovery for the City:
 - a. Tax Revenue Enhancement Agreement Business License Administration; a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2918 as if written fully therein; and
 - b. Tax Revenue Enhancement Agreement Revenue Administration; a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 2918 as if written fully therein; and
 - c. Tax Revenue Enhancement Agreement Alcohol Tax Revenue Administration; a copy of which is marked as Exhibit C, attached to and incorporated into this Ordinance Number 2918 as if written fully therein; and
 - d. Tax Revenue Enhancement Agreement Business License Discovery/Recovery Administration; a copy of which is marked as Exhibit D, attached to and incorporated into this Ordinance Number 2918 as if written fully therein; an
 - e. Tax Revenue Enhancement Agreement Lodging Tax Revenue Administration; a copy of which is marked as Exhibit E, attached to and incorporated into this Ordinance Number 2918 as if written fully therein; an
 - f. Tax Revenue Enhancement Agreement Rental Tax Revenue Administration; a copy of which is marked as Exhibit F, attached to and incorporated into this Ordinance Number 2918 as if written fully therein; an
2. This Ordinance Number 2918 is effective immediately following adoption and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 24th day of February, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Tax Revenue Enhancement Agreement Business License Administration

This Agreement made as of the ____ day of _____, 2020 by and between AVENU Insights & Analytics, LLC d/b/a AVENU and City of Vestavia Hills, Alabama, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Services Performed: AVENU will perform remittance processing for the collection of Business Licenses.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to CITY of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the P.O. Box for CITY of Vestavia Hills payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change are captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY: AVENU will provide CITY with monthly reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY's account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.
2. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
3. Consideration for Remittance Processing Services, Revenue Analysis Services, and Compliance Services:
 - i. AVENU will receive an amount equal to Nine Dollars and Ninety-Five Cents (\$9.95) per business license notice mailed.
 - ii. AVENU archives all original licenses/applications. If a CITY wants a copy of the original license application, there is a fee equal to \$3.00 per business license/application that will be charged to CITY for the mailing or faxing.

4. Audit Services:

- i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. AVENU Fee: AVENU will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services, without any contingent fees whatsoever. The fees associated with the auditing portion of this contract are adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index (in the geographic area) as reported by the Bureau of Labor Statistics. The initial CPI used for the first CPI adjustment will be the CPI for the month in which the agreement is fully signed. The adjustments thereafter will be based on the CPI from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than five percent (5%). If overnight travel outside the State of Alabama is required, AVENU will pay the auditor, and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 1. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 2. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
5. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
 6. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
 7. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU' fee, the CITY shall remain obligated

after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU' invoices therefore in accordance with the terms of this Agreement.

8. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
9. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
10. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
11. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
12. Intellectual Property Rights: The entire right, title and interest in and to AVENU' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
13. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
14. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
15. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2020.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU INSIGHTS & ANALYTICS, LLC

City of Vestavia Hills

By: _____

By: _____

Title:

Title: _____

By: _____

Title: _____

EXHIBIT A
DISTRIBUTION CONFIRMATION

February 19, 2020

Melvin Turner III
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	Xxxx3227	100%	Business License

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Daryl Savage, General Counsel

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____

Name: _____ AVENU

Title: _____

Name _____

Title _____

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made as of the _____, by and between AVENU Insights & Analytics, LLC and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for sales and use taxes as designated by CITY.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. AVENU will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, AVENU will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently, and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. Audit Services:
 - i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU'S fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.
10. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or

entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. Intellectual Property Rights: The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
15. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
16. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
18. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2020 with collection of _____ taxes to be remitted on or before _____ 20, 2020.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU INSIGHTS & ANALYTICS, LLC

City of Vestavia Hills

By: _____

By: _____

Title:

Title: _____

By: _____

Title: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 2/19/2020 (crg)

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

February 19, 2020

Melvin Turner III
 City of Vestavia Hills
 513 Montgomery Highway
 Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	Xxxxx3227	100%	Sales/Use; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Sales/Use	General	4.00%
Sales/Use	Mfg Machine	1.00%
Sales/Use	Farm	3.00%
Sales/Use	Auto	1.00%
Sales/Use	Amusement	4.00%
Sales/Use	Vending	1.00%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC
 600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Daryl Savage, General Counsel

COMPENSATION

Compliance Services: AVENU will receive an amount equal to Two Dollars and Seventy-Six Cents (\$2.76) per account per transaction OR 1.85% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. The fees associated with the auditing portion of this contract are adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index (in the geographic area) as reported by the Bureau of Labor Statistics. The initial CPI used for the first CPI adjustment will be the CPI for the month in which the agreement is fully signed. The adjustments thereafter will be based on the CPI from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than five percent (5%).

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ AVENU
Title: _____

Name

Title

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Vestavia Hills.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Vestavia Hills has contracted with AVENU to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore, AVENU is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, AVENU will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of AVENU at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____

Melvin Turner III
Finance Director
City of Vestavia Hills

Tax Revenue Enhancement Agreement Alcohol Tax Revenue Administration

This agreement made as of the _____, by and between AVENU Insights & Analytics, LLC and City of Vestavia Hills, an Alabama CITY ("TOWN").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for Alcohol/Wine taxes as designated by the TOWN.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to the TOWN, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the TOWN, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by the TOWN.
6. Notification, Reporting to the TOWN:
 - i. AVENU will provide the CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the TOWN'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by the TOWN.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for Alcohol/Wine and other taxes designated by the CITY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the TOWN, AVENU will make reasonable efforts to collect taxes designated by the CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If the CITY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist the CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to the CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: The CITY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. The CITY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in the CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. Audit Services:
 - i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, the CITY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CITY for its portion of travel expenses. The CITY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for the CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, the CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the TOWN's receipt of revenue after termination which are subject to AVENU'S fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the TOWN. The CITY shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.
10. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of the TOWN, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of the CITY to any

corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold the CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. Intellectual Property Rights: The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any the TOWN-owned data provided to AVENU be deemed included within the Work Product.
15. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
16. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
18. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2020 with collection of _____ taxes to be remitted on or before _____20, 2020.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU INSIGHTS & ANALYTICS, LLC

City of Vestavia Hills

By: _____

By: _____

Title:

Title: _____

By: _____

Title: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 2/19/2020 (crg)

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

February 19, 2020

Melvin Turner III
 City of Vestavia Hills
 513 Montgomery Highway
 Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	Xxxx3227	100%	Alcohol/Wine; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Alcohol	General	3.00%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC
 600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Daryl Savage, General Counsel

COMPENSATION

Compliance Services: AVENU will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. The fees associated with the auditing portion of this contract are adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index (in the geographic area) as reported by the Bureau of Labor Statistics. The initial CPI used for the first CPI adjustment will be the CPI for the month in which the agreement is fully signed. The adjustments thereafter

will be based on the CPI from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than five percent (5%).

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Connie Taylor

Client Relations Manager

AVENU

205-423-4144 direct dial

205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ (AVENU)

Title:

Name

Title

Tax Revenue Enhancement Agreement Business License Discovery/Recovery Administration

This agreement made as of the _____, by and between AVENU Insights & Analytics, LLC and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
 - i. Analysis of two or more municipal lists. These lists could include: current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
 - ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
 - iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the P.O. Box for City of Vestavia Hills payments. CITY will be responsible for renewals. AVENU will provide a list to CITY.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY: AVENU will provide CITY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.

2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.
3. Consideration for Discovery/Recovery Services:
 - i. AVENU Fee for Discovery/Recovery Services: AVENU will receive fifty percent (50%) of discovery/recovery revenue collected by AVENU.
 - ii. AVENU fee for copies of forms: AVENU will receive an amount equal to \$3.00 per form mailed or faxed to the CITY per the request of the CITY. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
 - iii. AVENU fee for Direct Payments: AVENU will receive fifty percent (50%) of discovery/recovery revenue received and deposited by the city, which is a result of AVENU collection efforts.
4. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
5. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
6. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU's fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
7. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
8. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to

the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

9. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
10. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
11. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
12. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
13. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2020.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU INSIGHTS & ANALYTICS, LLC

City of Vestavia Hills

By: _____

By: _____

Title:

Title: _____

By: _____

Title: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 2/19/2020 CRG)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

February 19, 2020

Melvin Turner III
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216-1807

Dear Ms. Turner:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	Xxxx3227	100%	Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Daryl Savage, General Counsel

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ AVENU
Title: _____

By: _____
Name
Title

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Business Owner/ Manager:

The City of Vestavia Hills AL has contracted with AVENU (Revenue Discovery Systems) to perform collection services for business license taxes on the City's behalf. AVENU helps the City ensure that all businesses pay their fair share of business license tax.

AVENU, as the City's authorized representative, is bound by the same confidentiality as the City's own employees. Any information provided to AVENU will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to AVENU, and we thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____
Melvin Turner III
Finance Director
City of Vestavia Hills

Tax Revenue Enhancement Agreement Lodging Tax Revenue Administration

This agreement made as of the _____, by and between AVENU Insights & Analytics, LLC d/b/a AVENU ("AVENU") and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for lodging taxes as designated by CITY.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. AVENU will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for lodging and other taxes designated by CITY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, AVENU will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently, and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. Audit Services:
 - i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU's fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
10. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or

entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. Intellectual Property Rights: The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
15. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
16. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
18. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2020 with collection of _____ taxes to be remitted on or before _____ 20, 2020.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU INSIGHTS & ANALYTICS, LLC

City of Vestavia Hills

By: _____

By: _____

Title:

Title: _____

By: _____

Title: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 2/13/2020 (crg)

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

February 13, 2020

Melvin Turner III
 City of Vestavia Hills
 513 Montgomery Highway
 Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	Xxxx3227	100%	Lodging; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Lodging	General	6.00%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC
 600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Daryl Savage, General Counsel

COMPENSATION

Compliance Services: AVENU will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. The fees associated with the auditing portion of this contract are adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index (in the geographic area) as reported by the Bureau of Labor Statistics. The initial CPI used for the first CPI adjustment will be the CPI for the month in which the agreement is fully signed. The adjustments thereafter

will be based on the CPI from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than five percent (5%).

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ (AVENU)
Title: _____

Name

Title

Tax Revenue Enhancement Agreement Rental Tax Revenue Administration

This agreement made as of the _____, by and between AVENU Insights & Analytics, LLC and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for rental taxes as designated by CITY.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. AVENU will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. Taxes Reviewed: AVENU will perform compliance services for rental and other taxes designated by CITY under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, AVENU will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. Audit Services:
 - i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. AVENU Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. AVENU Fee: AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU'S fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.
10. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or

entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. Intellectual Property Rights: The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
15. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
16. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
18. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2019 with collection of _____ taxes to be remitted on or before _____ 20, 2019.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

AVENU INSIGHTS & ANALYTICS, LLC

City of Vestavia Hills

By: _____

By: _____

Title:

Title: _____

By: _____

Title: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 2/13/2020 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

February 19, 2020

Melvin Turner III
 City of Vestavia Hills
 513 Montgomery Highway
 Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	Xxxx3227	100%	Rental; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Rental	General	4.00%
Rental	Automotive	1.00%
Rental	Linen	2.00%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC
 600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Daryl Savage, General Counsel

COMPENSATION

Compliance Services: AVENU will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. The fees associated with the auditing portion of this contract are adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index (in the geographic area) as reported by the Bureau of Labor Statistics. The initial CPI used for the first CPI

adjustment will be the CPI for the month in which the agreement is fully signed. The adjustments thereafter will be based on the CPI from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than five percent (5%).

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ (AVENU)
Title: _____

Name

Title

AVENU Insights Analytics, LLC
 "TAX REVENUE AGREEMENTS"

PERIOD: 2020-2023

DESCRIPTION	PROPOSED		CURRENT		ADJUSTMENTS	TERMS
		50%		50%		
<u>Services</u> - analysis of two or more municipal lists, lists could include - current business license data, sales tax data, property tax lists and telephone directories at least once a year. Properties/entities not in one or all of the databases are presumed unlicensed. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unlicensed. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.				50%		
AVENU will receive 50% of business license revenue collected by AVENU and 50% of business license revenue received and deposited by the City, which is a result of RDS collection efforts.						
AVENU will receive an amount equal to \$3.00 per form mailed or faxed to the City, per the request of the City.		\$3.00	\$1.75		\$1.25	
4) Tax Revenue Enhancement Agreement						
"Rental Taxes"						3 years
<u>Services</u> - AVENU will perform remittance processing, compliance, analysis and delinquency notification services as required. AVENU fee is 1.85% of gross revenues collected.		1.85%	1.85%			
<u>Audit</u> - preparation, research or statistical analysis, in-house audit/collection efforts, examination of books and records of taxpayers, assessment of amounts due, and services related to closing audit						
<u>Note:</u> Beginning 2021 - each year on the anniversary date of agreement, the hourly rate will increase based on the Consumer Price Index (CPI); each annual adjustment will not be less than two percent (2%) or greater than five percent (5%). If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay auditor, and bill the City for its portion of travel expenses. City agrees to pay the amount of fees regardless of any recovery.						
5) Tax Revenue Enhancement Agreement						
"Lodging Taxes"						1 year
<u>Services</u> - RDS will perform remittance processing, compliance, analysis and delinquency notification services as required. AVENU fee is 1.85% of gross revenues collected.		1.85%	1.85%			

AVENU Insights Analytics, LLC
 "TAX REVENUE AGREEMENTS"

PERIOD: 2020-2023

DESCRIPTION	PROPOSED	CURRENT	ADJUSTMENTS	TERMS
Audit - preparation, research or statistical analysis, in-house audit/collection efforts, examination of books and records of taxpayers, assessment of amounts due, and services related to closing audit	\$70 per hr.	\$70 per hr.		
Note: Beginning 2021 - each year on the anniversary date of agreement, the hourly rate will increase based on the Consumer Price Index (CPI); each annual adjustment will not be less than two percent (2%) or greater than five percent (5%). If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay auditor, and bill the City for its portion of travel expenses. City agrees to pay the amount of fees regardless of any recovery.				
6) Tax Revenue Enhancement Agreement "Alcohol Taxes"				3 years
Services - RDS will perform remittance processing, compliance, analysis and delinquency notification services as required. RDS fee is 1.85% of gross revenues collected.	1.85%	1.85%		
Audit - preparation, research or statistical analysis, in-house audit/collection efforts, examination of books and records of taxpayers, assessment of amounts due, and services related to closing audit	\$70 per hr.	\$70 per hr.		
Note: Beginning 2021 - each year on the anniversary date of agreement, the hourly rate will increase based on the Consumer Price Index (CPI); each annual adjustment will not be less than two percent (2%) or greater than five percent (5%). If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay auditor, and bill the City for its portion of travel expenses. City agrees to pay the amount of fees regardless of any recovery.				

=====

AVENU Insights & Analytics, LLC

	Fiscal 2017	Fiscal 2018	Fiscal 2019
CITY REVENUES COLLECTED BY RDS:			
Sales Tax	\$12,237,234.38	\$14,531,252.14	\$16,191,654.06
Business License	\$2,429,561.54	\$2,503,335.84	\$4,639,679.58
Rental Tax	\$247,531.65	\$275,716.93	\$331,373.11
Lodging Tax	\$181,188.08	\$239,660.99	\$393,962.64
Alcohol Tax	\$43,184.72	\$42,613.31	\$52,449.60

AVENU Insights Analytics, LLC
 "TAX REVENUE AGREEMENTS"

PERIOD: 2020-2023

TERMS

DESCRIPTION	PROPOSED		CURRENT	ADJUSTMENTS
Utility Franchise	\$2,025,356.08		\$1,735,396.57	\$1,877,909.16
Business License Discovery/Recovery - Crosscheck	\$217,416.87		\$282,367.68	\$99,888.71
Total Receipts	\$17,381,473.32		\$19,610,343.46	\$23,586,916.86

RDS Fees:

Sales Tax	\$74,667.91	\$78,669.44	\$84,065.64
Business License	\$34,758.05	\$43,434.05	\$43,610.85
Rental Tax	\$4,564.74	\$4,972.59	\$5,798.51
Lodging Tax	\$3,351.98	\$4,433.73	\$6,568.71
Alcohol Tax	\$772.97	\$775.35	\$952.16
Sub-Total	\$118,115.65	\$132,285.16	\$140,995.87

RDS Fees:

Audit Fees			
Sales Tax	\$43,035.60	\$49,782.35	\$50,288.94
Business License	\$2,670.63	\$6,648.36	\$6,747.80
Rental Tax	\$4,602.71	\$4,925.95	\$6,100.19
Lodging Tax	\$0.00	\$0.00	\$737.62
Alcohol Tax	\$440.89	\$177.78	\$288.41
Business License Discovery/Recovery - Crosscheck	\$112,563.31	\$141,419.99	\$49,944.59
Sub-Total	\$163,313.14	\$202,954.43	\$114,107.55

Other

TOTAL - RDS Fees/Compensation	\$281,428.79	\$335,239.59	\$255,103.42
PERCENTAGE - Fee/Compensation	1.619%	1.710%	1.082%

PRA Government Services, LLC
d/b/a RDS
"TAX REVENUE AGREEMENTS"
PERIOD: 2017-2020

DESCRIPTION	PROPOSED	CURRENT	ADJUSTMENTS	TERMS
1) Tax Revenue Enhancement Agreement				
"SALES TAX Administration"				3 years
Services - remittance processing, revenue analysis and compliance	\$2.76	\$2.76	\$0.00	
Fee is per account per transaction, \$2.76, or 1.85% of gross revenues collected, whichever is lower	or 1.85%	or 1.85%	\$0.00	
Audit - preparation, research or statistical analysis, in-house audit/collections efforts, examination of books and records of taxpayer, assessment of amounts due ,and services related to closing audit	\$70 per hr.	\$70 per hr.		
Note:				
Beginning 2017 -each year on the anniversary date of agreement, the hourly rate will increase the greater of (1) 3% or (2) an amount based upon the consumer price index rate for Urban Wage Earner and Clerical Workers.				
2) Tax Revenue Enhancement Agreement				
"BUSINESS LICENSE Administration"				3 years
Services - remittance processing, taxpayer notification, deposit and posting processing, per business license notice mailed.	\$9.95	\$8.95	\$1.00	
Audit - preparation, research or statistical analysis, in-house audit/collection efforts, examination of books and records of taxpayers, assessment of amounts due, and services related to closing audit	\$70 per hr.	\$70 per hr.		
Note:				
Beginning 2017 -each year on the anniversary date of agreement, the hourly rate will increase by 3%.				
3) Tax Revenue Enhancement Agreement				
"Business License Discovery/Recovery (Crosscheck)"				3 years
Services - analysis of two or more municipal lists, lists could include - current business license data, sales tax data, property tax lists and telephone directories at least once a year. Properties/entities not in one or all of the databases are presumed unlicensed. RDS will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unlicensed. If no	50%	50%		

"TAX REVENUE AGREEMENTS"
PERIOD: 2017-2020

PROPOSED

DESCRIPTION

CURRENT

ADJUSTMENTS

TERMS

DESCRIPTION	CURRENT	ADJUSTMENTS	TERMS
response, RDS may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.			
RDS will receive 50% of business license revenue collected by RDS and 50% of business license revenue received and deposited by the City, which is a result of RDS collection efforts.			
RDS Fee per copy for business license applications mailed or faxed to City per City's request.	\$1.75		
4) Tax Revenue Enhancement Agreement			
"Rental Taxes"			3 years
Services - RDS will perform remittance processing, compliance, analysis and delinquency notification services as required. RDS fee is 1.85% of gross revenues collected.	1.85%	1.85%	
Audit - preparation, research or statistical analysis, in-house audit/collection efforts, examination of books and records of taxpayers, assessment of amounts due, and services related to closing audit	\$70 per hr.		
Note: Beginning 2017-each year on the anniversary date of agreement, the hourly rate will increase by 3%.			
5) Tax Revenue Enhancement Agreement			
"Lodging Taxes"			1 year
Services - RDS will perform remittance processing, compliance, analysis and delinquency notification services as required. RDS fee is 1.85% of gross revenues collected.	1.85%	1.85%	
Audit - preparation, research or statistical analysis, in-house audit/collection efforts, examination of books and records of taxpayers, assessment of amounts due, and services related to closing audit	\$70 per hr.		
Note: Beginning 2017-each year on the anniversary date of agreement, the hourly rate will increase by 3%.			

"TAX REVENUE AGREEMENTS"
PERIOD: 2017-2020 **PROPOSED**

DESCRIPTION	CURRENT	ADJUSTMENTS	TERMS
6) Tax Revenue Enhancement Agreement			3 years
"Alcohol Taxes"			
Services - RDS will perform remittance processing, compliance, analysis and delinquency notification services as required. RDS fee is 1.85% of gross revenues collected.	1.85%	1.85%	
Audit - preparation, research or statistical analysis, in-house audit/collection efforts, examination of books and records of taxpayers, assessment of amounts due, and services related to closing audit	\$70 per hr.	\$70 per hr.	
Note:			
Beginning 2017-each year on the anniversary date of agreement, the hourly rate will increase by 3%.			

RDS Compensation			
	Fiscal 2014	Fiscal 2015	Fiscal 2016
CITY REVENUES COLLECTED BY RDS:			
Sales Tax	\$10,448,950.85	\$10,943,165.00	\$11,804,633.79
Business License	\$2,064,859.04	\$2,376,616.77	\$2,320,941.36
Rental Tax	\$173,274.75	\$194,458.65	\$211,272.60
Lodging Tax	\$145,345.17	\$153,015.43	\$154,036.51
Alcohol Tax	\$50,696.96	\$52,991.08	\$47,127.70
Utility Franchise	\$1,685,715.24	\$1,750,033.79	\$1,714,849.50
Business License Discovery/Recovery - Crosscheck	\$206,538.83	\$104,843.64	\$96,676.20
Total Receipts	\$14,775,380.84	\$15,575,124.36	\$16,349,537.66

RDS Fees:			
Sales Tax	\$55,175.36	\$62,602.32	\$65,607.04
Business License	\$27,615.81	\$32,458.01	\$32,560.10
Rental Tax	\$4,048.25	\$3,374.33	\$3,614.03
Lodging Tax	\$1,720.70	\$2,830.78	\$2,595.37
Alcohol Tax	\$770.02	\$948.47	\$859.20
Sub-Total	\$89,330.14	\$102,213.91	\$105,235.74

RDS Fees:			
Sales Tax	\$62,364.52	\$51,423.42	\$58,440.29
Audit Fees			

PRA Government Services, LLC

d/b/a RDS

"TAX REVENUE AGREEMENTS"

TERMS

DESCRIPTION	PERIOD: 2017-2020	PROPOSED	CURRENT	ADJUSTMENTS
Business License		\$6,779.75	\$3,654.68	\$5,016.82
Rental Tax		\$3,115.78	\$2,933.11	\$2,638.09
Lodging Tax		\$35.00		\$254.32
Alcohol Tax		\$35.00	\$312.43	\$338.91
Business License Discovery/Recovery - Crosscheck		\$108,884.23	\$52,499.64	\$48,984.37
Sub-Total		\$181,214.28	\$110,823.28	\$115,672.80
Other				\$106.68

TOTAL - RDS Fees/Compensation	\$270,544.42	\$213,037.19	\$221,015.22
PERCENTAGE - Fee/Compensation	1.831%	1.368%	1.352%

ORDINANCE NUMBER 2848-A

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2848
AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
AND DELIVER ALL DOCUMENTS AND ACTIONS NECESSARY TO
ACQUIRE RIGHTS-OF-WAY AND EASEMENTS FOR PROPOSED
IMPROVEMENTS ALONG CROSSHAVEN DRIVE PURSUANT TO THE
INFRASTRUCTURE AND COMMUNITY SPACES PLAN**

WHEREAS, the area known and referred to as Cahaba Heights was annexed into the City of Vestavia Hills by referendum vote in 2002; and

WHEREAS, prior to annexation, improvements to Cahaba Heights were drawn and proposed by Jefferson County and built into a multi-project grant request; and

WHEREAS, in 2017, the City of Vestavia Hills adopted the Infrastructure and Community Spaces Plan which, among other projects, proposed improvements to Crosshaven Drive pursuant to the Jefferson County plan; and

WHEREAS, the City has retained legal counsel to assist with the necessary acquisition of various rights-of-way and easements deemed necessary in order to construct said improvements; and

WHEREAS, on May 13, 2019, the City Council adopted and approved Ordinance Number 2848 authorizing the Mayor and City Manager to execute and deliver all documents and action necessary to acquire said rights-of-ways and easements for proposed improvements along Crosshaven Drive; and

WHEREAS, the Mayor and City Council have agreed that clarification of actions to be taken to acquire said of rights-of-way and easements pursuant to the plans drawn for the improvements along Crosshaven Drive are in the best interest of the general public; and

NOW, THEREFORE, 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 all documents and take all actions necessary in order to acquire the needed rights-of-way and easements needed in order to accomplish the proposed improvements along Crosshaven Drive; and
2. Said actions shall include, but not be limited to the following: purchase, condemnation, abandonment, vacation, purchase/sale of property, etc., and any other legal action deemed to be required by the Mayor and City Manager including the filing of court actions; and

3. Said funding for these acquisitions shall be derived from the Community Spaces Plan funding account; and
4. This Ordinance Number 2848-A shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24th day of February, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5226

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A SHARP AQUOS BOARD FOR THE VESTAVIA HILLS LIBRARY IN THE FOREST AND ACCEPTING A GRANT FROM AN LSTA GRANT FROM THE ALABAMA PUBLIC LIBRARY SERVICE

WHEREAS, on February 12, 2020, the Vestavia Hills Library Board of Trustees met and agreed to request that the City Manager purchase of a Sharp Aquos Board for the Vestavia Hills Library in the Forest at a cost not to exceed \$10,000 to be expensed to the Library's Fund 13 account; and

WHEREAS, the Board indicated that the Library's Fund 13 would be reimbursed on said purchase up to \$8,000, to be received from an LSTA grant through the Alabama Public Library Service by October 2020; and

WHEREAS, said approval was documented in a letter to the City Manager from the Library Director dated February 18, 2020, a copy of which is marked as Exhibit A, attached to an incorporated into this Resolution Number 5226; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to allow the purchase and reimbursement as approved by the Library Board.

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

1. The City Manager is hereby authorized to purchase a Sharp Aquos Board for the Vestavia Hills Library in the Forest at a cost not to exceed \$10,000; and
2. Said purchase shall be expensed to the Library's Fund 13 Account; and
3. Said expenditure shall be reimbursed in the amount of \$8,000 from the Alabama Public Library Service from an LSTA grant to be received prior to October 2020; and
4. This Resolution Number 5226 shall be effective upon adoption and approval.

DONE, ADOPTED and APPROVED this the 9th day of March, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY
Mayer

TANEISHA YOUNG TUCKER
Library Director

February 18, 2020

TO: Jeff Downes, City Manager
Rebecca Leavings, City Clerk

FROM: Taneisha Tucker, Library Director

CC: Larry Cochran, Library Board Chair
Melvin Turner, City Treasurer

RE: Request for Approval of Funds for Sharp Aquos Board

On Wednesday, February 12, 2020, the Vestavia Hills Library Board of Trustees met and agreed to request that the City Council approve \$10,000 from the Library's Fund 13 account to purchase a Sharp Aquos Board that was awarded to the Library via an LSTA grant in August 2019.

The total price for the Aquos Board (up to \$10,000) is to initially be paid from the Library's account with \$8,000 being reimbursed to the Library from the Alabama Public Library Service by October 2020. I have included a copy of the award notification for your review.

I request to place this item on the February 24, 2020 agenda as a first read. Please contact me if you have questions or concerns. Thank you in advance.



ALABAMA PUBLIC LIBRARY SERVICE

Exhibit A - Resolution No. 5226



NANCY C. PACK, Ph.D.
DIRECTOR

October 7, 2019

Vestavia Hills Public Library
Taneisha Tucker
1221 Montgomery Highway
Vestavia Hills, AL 35216-2797

Dear Ms. Tucker:

RE: LSTA Project Name: Library Technology and Automation
Project Number: 20-6-13
Amount Awarded: \$8,000

Enclosed is your copy of your FY2020 LSTA grant contract signed by me for the above-referenced project. All of us at APLS wish you great success in your project as you serve your citizens.

The contract period is from the **date the contract is signed by me to June 30, 2020.** Your final request for payment will be due by **June 15, 2020.**

Requests for payment should be at least 25% of the LSTA grant award, except for the final request, which may be for any amount not exceeding the balance of the award. All requests must be for services that have been rendered or for items that have been acquired. A payment request form is enclosed for your use. The final report for this project is due by **August 28, 2020.** A report form will be placed on our website for your use. If you are using funds to purchase upgraded computer equipment, please use the enclosed specifications as a guide. For questions regarding equipment purchases, please contact the APLS IT Help Desk (helpdesk@apls.state.al.us or (334) 213-3986) for assistance.

We are required by federal law to monitor projects, and part of this monitoring includes making site visits. Therefore, during this fiscal year APLS consulting staff will be visiting a number of libraries that have LSTA projects.

If, at any time, you have questions about your project, please do not hesitate to contact our LSTA Coordinator, Kelyn Ralya, at (800) 723-8459, extension 3976 or (334) 213-3976. Her e-mail address is kralya@apls.state.al.us.

Sincerely,

Nancy C. Pack, Ph.D.
Director

Enclosures

FY2020 LSTA Award Notification

Exhibit A - Resolution No. 5226

Subrecipient Identification		
[Vestavia Hills, City of] Vestavia Hills Public Library 1221 Montgomery Hwy Vestavia Hills, AL 35216-2797	Unique Entity Identifier (DUNS): 159135151	EIN: 636002218
Federal Award Identification		
Institute of Museum and Library Services Washington, DC	CFDA Name and Number: LSTA State Grants 45.310	Federal Award Identification Number (FAIN): LS-00-19-0001-19
Date of Federal Award to Pass-Through Entity: January 16, 2019	Total Amount of Federal Award to Pass-Through Entity: \$2,561,123.00	IMLS provides this grant support pursuant to 20 USC §9101 et seq. and as identified in the grantee's Five-Year State Plan for FY2018-2022 and any forthcoming amendments approved by IMLS.
Pass-Through Entity Identification		
Alabama Public Library Service 6030 Monticello Drive Montgomery, AL 36130 Nancy C. Pack, Ph.D., Director	Unique Entity Identifier (DUNS): 002287113	TIN: 636000619
General Subaward Information		
Date of Subaward: August 1, 2019 Project Start Date: The date the contract is signed by the APLS Director (no earlier than October 1, 2019) Project End Date: June 30, 2020	Amount of Federal Funds Obligated by this action: \$8,000.00 Total Amount of Federal Funds Obligated to the subrecipient: \$8,000.00 Subrecipient Required Local Match Amount: \$2,000.00 Indirect Cost Rate: 0.00	Is this subaward for R&D? No Does this subaward require Federal Funding Accountability and Transparency Act (FFATA) reporting? No