

Join us! In an effort to enhance meetings during the COVID-19 shutdown, the City Council invites you to join and/or participate in a variety of ways: Via computer Zoom meetings (no app is necessary), telephone, email and/or text! See details on page 2.

**Vestavia Hills
City Council Agenda
October 12, 2020
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – David Phillips, Vestavia Hills Senior Chaplain
4. Pledge Of Allegiance
5. Announcements, Candidates and Guest Recognition
 - a. Upcoming Park and Recreation Board Vacancy
 - b. Upcoming Library Board Vacancy
6. Proclamation – Fire Prevention Week – October 4-10 2020 and Fire Prevention Month – October 2020
7. City Manager’s Report
8. Councilors’ Reports
9. Approval Of Minutes – September 28, 2020 (Work Session) and September 28, 2020 (Regular Meeting)

Old Business

New Business

10. Ordinance Number 2959 – A Resolution Accepting A Bid For Athletic Field Maintenance For The City Of Vestavia Hills

New Business (Requesting Unanimous Consent)

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

11. Motion for Adjournment
12. Citizens Comments

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

Due to the COVID-19 “Stay at Home” Order issued by Gov. Ivey, the City Council work sessions and meetings are available via video-conference and teleconference. If you chose not to attend in person, you may still participate. Following are instructions for three options to participate remotely.

COMPUTER PARTICIPATION (*view/participate in real time*)

To participate in by videoconference, click <https://us02web.zoom.us/j/4555343275>. When the Zoom.us window opens in your browser, click “Allow” so that the page may open to a waiting room. The host will open the meeting and bring all into the meeting room at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the “Raise Hand” feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council.

Using the icons on the Zoom screen, you can:

- Mute/unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- View Participants – opens a pop-out screen that includes the “Raise Hand” icon that you may use to raise a virtual hand
- Change your screen name displayed in the participant list and video window
- Toggle between “speaker” and “gallery” views – “Speaker view” shows the active speaker; “Gallery view” tiles all of the meeting participants

TELEPHONE PARTICIPATION (*view/participate in real time*)

To participate by telephone, dial 312.626.6799 and enter the meeting ID: 455 534 3275. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, press *6 on your phone keypad to unmute yourself. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

TEXT AND/OR EMAIL (*prior to the meeting or in real time*)

If you do not wish to join the meeting but would like to ask a question or make a statement regarding an item on the agenda, you may email the City Council directly at City.Council@vhal.org. You may also text your question/statement to City Council at 205.517.1370. Both of these options are available prior to and during each work session and meeting. Be sure to provide your name and address for the record and your comments will be recited to the City Council as the corresponding item is being addressed. Note: As a matter of record, your name and address are required. If identification is not provided, your comment/question will not be presented.

WHEREAS, the City of Vestavia Hills, Alabama is committed to ensuring the safety and security of all those living in and visiting Vestavia Hills; and

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our residents; and

WHEREAS, the first responders of Vestavia Hills are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS the leading cause of U.S. home fires is due to cooking equipment and unattended cooking, but these fires are highly preventable; and

WHEREAS residents who are responsive to public education measures and are able to take action increase their safety from fire, especially in their homes; and

WHEREAS, the 2020 Fire Prevention Week theme, *“Serve Up Fire Safety in the Kitchen”* serves to remind and educate the public about potential cooking hazards and ways to prevent them.

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 October 4-10, 2020 as Fire Prevention Week and October 2020 as

FIRE PREVENTION MONTH

throughout our community and I urge all citizens of Vestavia Hills to participate in fire safety activities by keeping a close eye on what you’re cooking and to never leave cooking unattended.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 12th day of October 2020.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

SEPTEMBER 28, 2020

The City Council of Vestavia Hills met in special work session on this date at 5:00 PM, following publication and posting pursuant to Alabama law. Due to the COVID-19 pandemic, in coordination with a Proclamation from Governor Ivey and pursuant to Orders from the Alabama State Health Officer, requiring social distancing along with limits of attendees, this meeting was held with a portion of Staff and general public/audience members attending via Zoom.com following publication pursuant to Alabama law. Mayor Curry was out of town on vacation but participated via Zoom and passed the gavel to Mayor Pro-Tem Weaver who presided. The Mayor Pro-Tem called the work session 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
George Pierce, Councilor

MEMBERS ABSENT:

Paul Head, Councilor

OTHER OFFICIALS PRESENT:

Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Umang Patel, Court Director*
Marvin Green, Fire Chief
Brian Davis, Public Services Director*
Christopher Brady, City Engineer*
Cinnamon McCulley, Communications Specialist
**present via Zoom or telephone*

The Mayor Pro-Tem called the work session to order and indicated that this work session is dedicated to an update from TCU on Community Spaces Project.

UPDATE OF COMMUNITY SPACES

Mr. Downes explained that he will present the financial statement regarding the Community Spaces financial position and then Mr. Upchurch will give the update for the various projects. He showed a spreadsheet of the financial information for the projects and explained that the projects detailed in black are those items that have been approved by the Council. The red

items have either been partially approved or not approved at all including Wald Park Phase 3 which has not bid yet. The list also includes various sidewalk projects, some of which are completed, but many of which are not designed or completed.

Ken Upchurch, TCU, gave the Council an update on each project.

Mr. Upchurch began with Wald Park indicating that the pool has been turned over to the Parks and Recreation Department. He stated there are some punch list items that still need to be addressed, but they are working on these smaller items.

Cahaba Heights fields are basically complete with work ramping up on New Merkel House. Expected completion is early next year.

Crosshaven Drive project is proceeding with utility relocation. Mr. Upchurch indicated that every time it rains, there are issues with drainage along the project.

SHAC work is completed with only a few punch list items remaining.

Community Center renovations are ongoing and the project is in the demolition phase. The pouring of the building pad for the new addition is in progress.

Mr. Upchurch answered various questions from the Council.

CITIZEN COMMENTS

At 5:41 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 5:42 PM.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 28, 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. Due to the COVID-19 pandemic, in coordination with a Proclamation from Governor Ivey and pursuant to Orders from the Alabama State Health Officer, requiring social distancing along with limits of attendees, this meeting was held with a portion of Staff and general public/audience members attending via Zoom.com following publication pursuant to Alabama law. Mayor Curry was out of town on vacation but participated via Zoom and passed the gavel to Mayor Pro-Tem Weaver who presided. The Mayor Pro-Tem 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 (*presiding*)
Kimberly Cook, Councilor
George Pierce, Councilor

MEMBERS ABSENT:

Paul Head, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Danny Rary, Police Chief
Jason Hardin, Police Captain
Brian Davis, Public Services Director*
Marvin Green, Fire Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Cinnamon McCulley, Communications Specialist*
**present via Zoom or telephone*

Butch Williams, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mrs. Cook announced that the Vestavia Hills School System's 50th anniversary celebration will be on October 5, 2020, beginning at 5:30 PM, at the new Pizitz campus along with induction of the first members of the system's Hall of Fame.

- Mrs. Cook welcomed Boy Scout Owen Rell, Troop 76, who was attending via Zoom.
- Mr. Pierce welcomed to the meeting Karen Odle, Chamber President and Board member Donnie Dobbins, both attending via Zoom.

PROCLAMATION

The Mayor Pro-Tem presented a Proclamation designating “Vestavia Hills Down Syndrome Day” on October 1, 2020 and “National Down Syndrome Month” during October 2020. Mr. Downes read the proclamation aloud and the Mayor Pro-Tem presented it virtually via Zoom to the following: Nate Gorham and family; Ana Hontzas and family; Vaughan Rainer and family; Jake Pratt and family; Brantley Kate Moellinger and family; John Haughery and family; Joshua Maners and family; Chambers Thornton and family; Andrew Whatley and family; and Wilson Taylor and family.

Katherine Gorham, expressed appreciation for the recognition. She thanked the Mayor and Council for their support.

CITY MANAGER’S REPORT

- Mr. Downes stated that AmWaste takes over the sanitation contract of the City beginning Thursday. He stated that his administrative staff, along with Public Services, have been working with AmWaste to prepare for the start of this contract. AmWaste is over-staffing, understanding that they might need extra help with unanticipated items. Mr. Downes explained Republic employees know that we are closing the contract with Republic and so they have had difficulty fulfilling services in the last days of the contract, because many of their employees have quit. AmWaste has geared up to jump in if Republic is unable to fulfill the duties of their contract. Mr. Downes stated that if anyone has a transition issue to put it in the Action Center on the City’s website. If the resident does this directly, it will shorten the time it takes to get the problem resolved.
 - Mr. Pierce asked if the new trucks will have the arm and only one driver. Mr. Downes explained that the trucks are equipped like that and that customers should provide feedback if the new service does not meet expectations.
 - Mr. Downes explained that this Thursday will be the second pickup of the week, and the contents of the bins will go to RePower South. He suggested that everyone go to the website and view the information of RePower South. He stated that all containers will be emptied up until the time that new containers are delivered.
 - Mrs. Cook stated she has heard many good things about the RePower South process and understands it will be a more efficient and effective recycling system. A major benefit is that there will be no penalties for contamination. She encouraged everyone to put smaller items in bags to reduce litter on collection day.

COUNCILOR REPORTS

- Mrs. Cook stated that she attended the Board of Education meeting just prior to this meeting and indicated that the Board heard a presentation by the curriculum and instruction leaders about increasing diversity and inclusion in the school to support the headline of their mission statement, which is to promote a safe and nurturing environment for all students.
- Mr. Pierce stated that he sees what COVID-19 has done for the City. He stated that the smaller businesses are still suffering and asked everyone to really shop and patronize the local smaller businesses any way you can.
- Mrs. Cook stated that, on Saturday, the Cahaba Heights Merchants Association had a “Game Day” emphasis, which encouraged residents to patronize local restaurants. She indicated that she really enjoyed participating in that celebration.

FINANCIAL REPORTS

George Sawaya, Deputy Finance Director, presented the financial reports for the month ending August 2020. He read and explained the balances. The City of Vestavia Hills has incurred, year to date, \$587,679 of Covid-19 reimbursable expenses, of which \$421,320 has been filed for reimbursement, but not yet received.

APPROVAL OF MINUTES

The Mayor Pro Tem opened the floor for approval of the following minutes: September 14, 2020 (Work Session) and September 14, 2020 (Regular Meeting).

MOTION Motion to approve the minutes of the September 14, 2020 (Work Session) and September 14, 2020 (Regular Meeting), was by Mrs. Cook, and seconded by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes

Mr. Pierce – yes

Mayor Curry – yes

Mr. Weaver – yes

motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2947

Ordinance Number 2947 – Annexation – 90 Day Final – 2601 Fargo Drive, Lot 6, Block 2, Twin Branch Estates; South Sector; Tingting Dong, Owner (public hearing)

The Mayor Pro Tem indicated that this and the following Ordinance are together and, even though they will be voted upon individually, there will be only one public hearing for each property to cover both the annexation and the compatible rezoning.

MOTION Motion to approve Ordinance Number was by Mrs. Cook, and seconded by Mr. Pierce.

Mr. and Mrs. Dong were in attendance.

Mr. Pierce explained the annexation process and indicated these are the 90-day final annexations with no problems found.

The Mayor Pro-Tem opened the floor for a public hearing for Ordinance Numbers 2947 and 2948, which is the rezoning of the same property. There being no one else to further address the Council, the Mayor Pro-Tem closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2948

Ordinance Number 2948 – Rezoning – 2601 Fargo Drive, Lot 6, Block 2, Twin Branch Estates; South Sector; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Compatible Zoning For Annexation; Tingting Dong, Owner (*public hearing*)

MOTION Motion to approve Ordinance Number 2948 was by Mrs. Cook, and seconded by Mr. Pierce.

The Mayor Pro Tem explained that this is the compatible rezoning of the above annexed property pursuant to the Zoning Code and the public hearing was held previously.

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

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2949

Ordinance Number 2949 – Annexation – 90 Day Final – 2520 Skyland Drive; Lot 11, Block 2, Dolly Ridge Estates; Keavy And Nathan Ladner, Owners (public hearing)

The Mayor Pro Tem indicated that this and the following Ordinance are together and even though they will be voted upon individually, there will be only one public hearing.

MOTION Motion to approve Ordinance Number 2949 was by Mrs. Cook, and seconded by Mr. Pierce.

The Mayor Pro-Tem opened the floor for a public hearing for Ordinance Numbers 2949 and 2950, which is the annexation and compatible rezoning of the same property. There being no one else to further address the Council, the Mayor Pro-Tem closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2950

Ordinance Number 2950 – Rezoning - 2520 Skyland Drive; Lot 11, Block 2, Dolly Ridge Estates; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Compatible Zoning For Annexation; Keavy And Nathan Ladner, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2950 was by Mrs. Cook, and seconded by Mr. Pierce.

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

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2951

Ordinance Number 2951 – Annexation – 90 Day Final – 3652 Altadena Drive, Lot 4, Altadena Acres; Edgar And Cathey Davis, Owners (public hearing)

The Mayor Pro Tem indicated that this and the following Ordinance are together and even though they will be voted upon individually, there will be only one public hearing.

MOTION Motion to approve Ordinance Number 2951 was by Mrs. Cook, and seconded by Mr. Pierce.

The Mayor Pro-Tem opened the floor for a public hearing for Ordinance 2951 and 2952, which is the annexation and rezoning of the same property. There being no one else to further address the Council, the Mayor Pro-Tem closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2952

Ordinance Number 2952 – Rezoning – 3652 Altadena Drive, Lot 4, Altadena Acres; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Compatible Zoning For Annexation; Edgar And Cathey Davis, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2952 was by Mrs. Cook, and seconded by Mr. Pierce.

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

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2953

Ordinance Number 2953 – Annexation – 90 Day Final – 2495 Dolly Ridge Trail; Lot 2, Block 1, Dolly Ridge Estates, 1st Add; Patrick And Ellen Pantazis, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2953 was by Mrs. Cook, and seconded by Mr. Pierce.

The Mayor Pro-Tem opened the floor for a public hearing for Ordinance 2953 and 2954, which is the annexation and rezoning of the same property. There being no one else to further address the Council, the Mayor Pro-Tem closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2954

Ordinance Number 2954 – Rezoning – 2495 Dolly Ridge Trail; Lot 2, Block 1, Dolly Ridge Estates, 1st Add; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Compatible Zoning For Annexation; Patrick And Ellen Pantazis, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2954 was by Mrs. Cook, and seconded by Mr. Pierce.

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

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2955

Ordinance Number 2955 – Rezoning – 2768 Misty Lane, 2758 And 2764 Rocky Ridge Road; Rezone From Jefferson County E-2 To Vestavia Hills R-9, Planned Residential Subdivision; Pre-zoning Prior To Annexation For A Development Of 6 (Six) Single-Family Homes; Tamworth, LLC, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2955 was by Mr. Pierce, seconded by Mrs. Cook.

MOTION Motion to approve Ordinance Number 2955 was by Mr. Pierce, and seconded by Mrs. Cook.

The Mayor Pro Tem explained that this request is for rezoning from Jefferson County E-2 to Vestavia Hills R-9, a planned residential development for development of six single-family homes. He stated that this represents the pre-zoning of said property and if rezoned, the annexation finalization will follow. This property isn't currently annexed at this time. Mr. Weaver stated that the Vestavia Hills Planning and Zoning Commission unanimously recommended the property for rezoning with the following conditions: (1) that the rezoning shall be conditioned upon the plat plan presented and attached to the Ordinance; and (2) that all covenants, conditions and restrictions regarding the maintenance of the private street and infrastructure shall be submitted to the Planning and Zoning Commission and approved with the final plat approval.

The owner was present in regard to this request.

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

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2956

Ordinance Number 2956 – Annexation – 90 Day Final - 2768 Misty Lane, 2758 And 2764 Rocky Ridge Road; Tamworth, LLC, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2956 was by Mrs. Cook, and seconded by Mr. Pierce.

Mr. Weaver stated that this is the annexation of the property previously rezoned.

The Mayor Pro-Tem opened the floor for a public hearing for Ordinance 2956. There being no one else to further address the Council, the Mayor Pro-Tem closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

NEW BUSINESS

ORDINANCE NUMBER 2957

Ordinance Number 2957 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Memo Of Understanding With The Vestavia Hills Chamber Of Commerce

Mr. Downes explained that, following a strategic planning process involving the Chamber, City staff, and Council, all parties decided it was in the best public interest to draft this Memorandum of Understanding between the two entities to update the previous 2013 agreement. This has been a collaborative effort between the Chamber and the City which focuses on the branding efforts as well as economic development, with a focus on development of small businesses in the City and evaluating the success of those marketing activities. He reviewed the parameters and the particulars of the agreement.

Mr. Pierce stated that he is excited about the many opportunities this creates, and he agrees with the direction the Chamber will be taking in assisting smaller businesses located in the City. He indicated that the Chamber plays an integral part in working with our merchants to further benefit the financial health of our City.

Mrs. Cook stated that this agreement was an outgrowth of the long-range planning efforts of the City and the Chamber and she agrees it was helpful to take a fresh look at the collaboration between both entities. She stated this is another step forward in a long and fruitful relationship between the Chamber and City.

Karen Odle, President, expressed how grateful they are to have the partnership with the City. She emphasized the strong financial growth of the City, and said she is very excited to begin the next chapter.

MOTION Motion to approve Ordinance Number 2957 was by Mrs. Cook, and seconded by Mr. Pierce.

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

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

ORDINANCE NUMBER 2958

Ordinance Number 2958 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With RiverTree Systems, Inc., For Auditing Services For The City Of Vestavia Hills

MOTION Motion to approve Ordinance Number 2958 was by Mr. Pierce, and seconded by Mrs. Cook.

Mr. Downes explained this is a renewal of an auditing company to ensure that sales taxes and business license fees are being collected. He gave an overview of the monies they have recovered compared to the \$75 per hour that the city pays them for their help. He stated that the consultant crosschecks taxpayer information with receipts and notifies the Finance Director when there are questionable payments made by taxpayers.

Discussion ensued.

Mrs. Cook stated that this is money well spent by the City to ensure we collect business license fees that are owed.

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

Mrs. Cook – yes	Mr. Pierce – yes
Mayor Curry – yes	Mr. Weaver – yes

motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

- None.

CITIZEN COMMENTS

Lavon Johnson, Mountain Brook, stated that they are opening a day spa in the Rocky Ridge Plaza and have been working with the Finance Department for a license. He gave information about their massage services and stated that they look forward to serving the City.

EXECUTIVE SESSION

The Mayor Pro-Tem announced that there was a need for the Council to go into executive session for an estimated one-half hour in order to discuss matters of trade and commerce and possible sale/purchase of real estate with no action to be taken after the session. He opened the floor for a motion:

MOTION Motion to go into executive session for an estimated one-half hour in order to discuss matters of trade and commerce and possible sale/purchase of real estate was made by Mrs. Cook, and second was by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes

Mr. Pierce – yes

Mayor Curry – yes

Mr. Weaver – yes

motion carried.

The Council exited the Chamber at 6:49 PM and entered into executive session. At 7:21 PM, the Council entered into the Chamber and the Mayor Pro-Tem called the meeting back to order.

At 7:21 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 7:22 PM.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2959

**A RESOLUTION ACCEPTING A BID FOR “INSIDE THE FENCE”
RECREATIONAL FIELD MAINTENANCE FOR THE CITY OF
VESTAVIA HILLS**

WHEREAS, on September 10, 2020 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for “inside the fence” recreational field maintenance for the City of Vestavia Hills for a 3-year period; and

WHEREAS, the Public Services Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated October 7, 2020 and recommended acceptance of the bid submitted by Specialty Turf Supply. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Ordinance Number 2959 as if written fully therein; and

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

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

1. The bid submitted by Specialty Turf Supply as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as “Exhibit B” attached to and incorporated into this Ordinance Number 2959 as though written fully therein; and
3. This Ordinance Number 2959 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 12th day of October, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

INTEROFFICE MEMO

Date: October 7, 2020

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Athletic Field Maintenance

On September 10 proposals were received and opened for athletic field maintenance. One proposal was received. Multiple invitations were sent to various contractors.

Specialty Turf Supply submitted a proposal for \$285,533 per year for 3 years. As you are well aware, STS has been our contractor for 3 previous contracts and our athletic fields have never been better.

It is my recommendation that we approve the STS proposal. The FY21 budget has funding for STS. There were no changes from the previous contract. I have attached the proposal to this memorandum.

Please let me know if you have any questions.

CC: Rebecca Leavings

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the 1st day of October, 2020, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and _____, an Alabama corporation (hereinafter referred to as "Contractor").

WITNESSETH THESE RECITALS:

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

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

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

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

I. CONTRACTOR

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

II. GENERAL STATEMENT OF WORK

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

III. TERM OF THE CONTRACT

The term of this contract shall be for a three (3) year period, beginning October 1, 2020, and ending on September 30, 2023. The effective date of this contract shall be October 1, 2020.

IV. CONTRACT PRICE

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

- A. _____ for the twelve (12) month period beginning October 1, 2020 and ending September 30, 2021, unless changed according to paragraph XX and XXIII; and
- B. _____ for the twelve (12) month period beginning October 1, 2021 and ending September 30, 2022, unless changed according to paragraph XX and XXIII; and
- C. _____ for the twelve (12) month period beginning October 1, 2022 and ending September 30, 2023, unless changed according to paragraph XX and XXIII.

V. PAYMENT OF CONTRACT PRICE

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

VI. TERMINATION OF CONTRACT

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

VII. COMPLIANCE WITH APPLICABLE LAWS

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

VIII. LICENSE

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

IX. QUALITY OF WORK

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

X. CREW INFORMATION

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

XI. EQUIPMENT

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

XII. SAFETY STANDARDS

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

XIII. PROTECTION OF UNDERGROUND UTILITIES

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

XIV. DISCONTINUANCE OF WORK

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

XV. INDEPENDENT CONTRACTOR

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

XVI. IMMIGRATION

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

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

XVII. INDEMNITY

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

XVIII. INSURANCE

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

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

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

XIX. ADDITIONAL INSURED

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

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

XX. ADDITIONAL SERVICES

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

XXI. ASSIGNMENT

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

XXII. SUBCONTRACTORS

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

XXIII. CHANGES IN WORK

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

XXIV. REMOVAL OF DEBRIS AND CLEANING

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

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

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

XXVI. MISCELLANEOUS

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

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

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____, an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 1st day of October, 2020.

CITY:
 CITY OF VESTAVIA HILLS, ALABAMA
 A Municipal Corporation

By _____
 Ashley Curry
 Its Mayor

By _____
 Jeffrey D. Downes
 Its City Manager

ATTESTED

By _____

CONTRACTOR:

By _____
Its _____

ATTESTED

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the ____ day of _____, 2020

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City of Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on

this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 2020

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the ____ day of _____, 2020

Notary Public

My Commission Expires:

SEAL

EXHIBIT A

(PROVIDED BY CONTRACTOR THROUGH THE BID)