

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 3.

**Vestavia Hills
City Council Agenda
May 24, 2021
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Tom Bell, Vestavia Hills City Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager’s Report
8. Councilors’ Reports
9. Financial Reports – Melvin Turner, III, Finance Director
10. Approval Of Minutes – May 10, 2021 (Work Session) and May 10, 2021 (Regular Meeting)

Old Business

11. Ordinance Number 3007 – Rezoning – 1121 Winward Lane; Lot 13A, Resurvey Of Lots 13, 14, 15 & 16, Block 1, TH Payne Subdivision; Rezone From Vestavia Hills R-3 (Medium Density Residential District) To Vestavia Hills R-9 (Planned Residential District) For Construction Of Four Single-Family Homes; Kim And Jo Marie Parker, Owners (*public hearing*)
12. Ordinance Number 3008 – An Ordinance Authorizing The Formation Of The Cahaba Solid Waste Disposal Authority (*public hearing*)
13. Resolution Number 5322 – A Resolution Appointing A Member To The Cahaba Solid Waste Disposal Authority (*public hearing*)

New Business

14. Resolution Number 5182-A – A Resolution Amending Resolution No. 5182 To Correct A Legal Description For Vacation Of A Drainage Easement; Taylor Burton Companies, Owner; Dell Romero, Representing (public hearing)
15. Resolution Number 5323 – A Resolution Determining Certain Property Is Surplus And Authorizing The City Manager To Dispose/Sell Said Property
16. Resolution Number 5324 – A Resolution Authorizing Payment To Jefferson County Commission For Planimetric GIS Data Pursuant To Ordinance Number 2899
17. Resolution Number 5325 – A Resolution Renaming Portions Of Old Montgomery Highway, Lee Avenue And Waldrige Road As “Waldrige Road” And Naming A Secondary Street Running Perpendicular To Waldrige Road As “Waldrige Lane”
18. Ordinance Number 3011 – Jefferson County Tax Levy
19. Ordinance Number 3012 – Shelby County Tax Levy

New Business (Requesting Unanimous Consent)

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

20. Resolution Number 5326 – A Resolution To Accept A Bid For SHAC Dog Park And To Authorize The City Manager To Execute And Deliver All Documents Necessary To Secure Said Construction (public hearing)
21. Resolution Number 5327 – A Resolution Authorizing The City Manager To Execute And Deliver A Proposal With Gresham Smith For Preliminary Bridge Redesign Alternatives Analysis Of The Proposed Pedestrian Bridge Over US-31 At Wald Park (public hearing)
22. Resolution Number 5328 – A Resolution Authorizing Additional Funding And A Time Extension For The Sicard Hollow Athletic Complex (SHAC) Pedestrian Tunnel; ALTDOT #TAPAA-TA14(931) (public hearing)
23. Ordinance Number 3009 – An Ordinance To Repeal Ordinance Number 297 And To Amend The Vestavia Hills Code Of Ordinances, Article Iv Entitled “Massage Parlors” And To Establish Standards And Requirements For The Operation Of A Massage Parlor And Massage Therapy In The City Of Vestavia Hills, Alabama And To Provide For Penalties For Violation (public hearing)
24. Ordinance Number 3010 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With The City Of Homewood For Mutual Aid And Sharing Of Equipment In The Fire Department (public hearing)
25. Citizens Comments
26. Adjournment

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

Due to the COVID-19 “Safer Apart” Order issued by Gov. Ivey, the City Council work sessions and meetings are available via video-conference and teleconference. If you choose 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.

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

MAY 10, 2021

The City Council of Vestavia Hills met in a 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 Jefferson County Health Department Official requiring social distancing along with limits of attendees, some of this meeting was held with a portion of the City Council digitally attending the meeting via remote computer locations utilizing a Zoom.us application. Staff and general public/audience members also were invited to attend via Zoom.com following publication pursuant to Alabama law. Mayor Curry called the work session to order and the Clerk checked the roll with the following:

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Rusty Weaver, Mayor Pro-Tem

OTHERS OFFICIALS PRESENT:

Rebecca Leavings, City Clerk
**arrived at 5:08*
***arrived at 5:13 PM*

The Mayor called the work session to order.

SOLID WASTE AUTHORITY

Mr. Downes explained that the formulation of this Authority has nothing to do with the City's new sanitation contract. He explained that by joining this authority the City would have additional solid waste disposal options to consider for the future and after our current contract expires. Jefferson County cities who are considering this opportunity include Hoover, Mountain Brook, Trussville, Homewood, Vestavia Hills, and Pelham. The authority plans to issue a request for proposal that would invite bids for various waste disposal services on an *a la carte* basis. The City of Hoover's sanitation contract expires on September 30, 2021, so they are anxious to form the authority quickly to aid their

selection process. Creating a Solid Waste Authority requires the participation of a minimum of three municipalities. Mr. Downes explained that he recommends the option to the City and it will be showing up as a first read on the next agenda along with a resolution to appoint our representative board member. Our participation in the solid waste authority would provide an additional, flexible option for our next solid waste contract decision after our current contract expires in October 2023.

Mr. Boone stated that he met with Mr. Downes and other representatives from the various cities in April. He recommends approval because there is no legal downside to our participation. There are no start-up costs or liabilities, and this will assist the City of Hoover, as they are on a short timeline.

Mrs. Cook asked about the terms if our city decides not to take advantage of any of the solid waste authority's options during our next contract cycle (for our contract expiring in 2023). Mr. Downes agreed that our city's participation would end, contractually, if we choose not to take any of the Authority's solid waste disposal options in that contract cycle, and we would lose our seat on the governing board. This is detailed in the solid waste authority agreement.

FIREWORKS

Mr. Boone explained that Ordinance 56, adopted in the 1950s, leaves the decision to the Police Chief to approve fireworks shows within City parks. Mr. Boone stated that authority lies with the Police Chief and all he would add would be to ensure the vendor has insurance that names the City as an additional insured.

Karen Odle, Chamber of Commerce President, explained that the completion of Wald Park, along with easing of COVID-19 restrictions, many people are anxious to get together. For this reason, the Chamber would like to add a fireworks show to enhance the I Love America Day celebration. The Chamber took the initiative to contact the various departments of the City to determine if it were possible. The Chamber selected a vendor from a listing of approved pyrotechnic companies provided by the State Fire Marshal. They selected the same company that does "Thunder on the Mountain." The Chamber also contacted many of the individuals who live around the park to determine if any of them had any issues. The Chamber met with the pyrotechnic company and city departments to determine logistics, and she checked the references of the company. The Chamber is currently waiting on an updated proposal. Several businesses have indicated they want to be sponsors for the show and they have enough commitments to cover the cost of the show.

Dep. Chief Farrell stated he has discussed this with both the state and county fire marshals, and he is comfortable with the proposal.

Discussion ensued about damages and insurance coverage, direction of fireworks and duration of the show. Mrs. Odle stated the show will be 15 minutes.

EXECUTIVE SESSION

The Mayor asked for a motion to go into executive session for the purpose of discussing possible purchase/sale of real estate for an estimated 20 minutes. He opened the floor for a motion:

MOTION Motion to enter into executive session for the possible purchase/sale of real estate for an estimated 20 minutes was by Mrs. Cook, seconded by Mr. Pierce. Roll call vote was as follows:

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

motion carries.

At 5:40 PM the Council exited the Chambers and entered into Executive Session. At 6:00 PM, the Council re-entered the Chambers and exited Executive Session. The Mayor called the work session back to order.

There being no further business, the work session adjourned at 6:00 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 10, 2021

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. The Mayor called the meeting to order. The City Clerk called the roll with the following:

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Rusty Weaver, Mayor Pro-Tem

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Brian Davis, Public Services Director
Ryan Farrell, Asst. Fire Chief
Melvin Turner, III, Finance Director
Cinnamon McCulley, Communications Specialist*
**present via Zoom or telephone*

Sam Williamson, Asst. Senior Vestavia Hills City Chaplain, led the invocation which was followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

The Mayor opened the floor for a motion of approval of the agenda as presented.

MOTION Motion to approve the agenda as presented was by Mrs. Cook, seconded by Mr. Pierce. Roll call vote was, as follows:

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

motion carried.

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mr. Pierce welcomed James Robinson and Kelly Bottcher, Vestavia Hills Chamber of Commerce Board members, who were participating in the meeting in person and via Zoom, respectively.

PRESENTATION – THE EXCEPTIONAL FOUNDATION

Robbie Lee explained the function of the Exceptional Foundation and the services they provide for their beneficiaries. He explained the sporting activities, field trips and other functions including a prom. They offer a full-time summer camp for children with special needs. He thanked the Council for continued support which keeps the Exceptional Foundation going. He explained the difficulties of navigating the pandemic but stated that they survived it and serve many participants around Alabama.

PROCLAMATION

Mayor Curry a proclamation designating May 9-15, 2021, as “National Police Week” and May 15, 2021, as “Peace Officers Memorial Day.” Mr. Downes read the proclamation and the Mayor presented it to the following members of the VHPD: Sgt. Colby Wooten, Officer Andrew Ramey, Officer Blake Jones, Lt. Joe Dease, Sgt. Jason McCoy, and Cpl. Jesse Heath.

Lt. Dease thanked the Mayor and Council for their continued support. He stated, on behalf of himself, the officers in attendance, and those out on patrol, that this is a calling and they love what they do.

PROCLAMATION

Mayor Curry a proclamation designating May 16-23, 2021 as “National Public Works Week.” Mr. Downes read the proclamation and the Mayor presented it to the following Public Works employees: George Witherspoon, Fred Moore and Andrew Noriega.

CITY MANAGER’S REPORT

- Mr. Downes stated that the City experienced an unusually heavy rainfall during the last week and there were various properties with issues that arose as a result. He stated that some were construction sites that were overwhelmed and some public areas. At the intersection of Montreat and Highway 31, a drainage pipe was clogged and became a geyser because the water had nowhere to go. He stated that the City spoke to ALDOT leaders, and they committed to fixing the pipe.

- Mr. Downes stated there was a problem down the hillside near Sol Azteca with a small slide caused by a pipe located on a private property. He stated that City staff are working with the property owner to get the problem corrected. The City Engineering Inspector is working hard to keep up with inspections and correct issues that happened during these unusual rainfall events. He asked everyone for patience.
- Mrs. Cook asked if any of the issues derived from construction sites that were not permitted. Mr. Downes stated there was one instance of a land disturbance site that was not permitted, and that the property owner had been cited per the Council's recent Resolution to increase fines for these type incidents.
- Mr. Pierce stated that he sees people blowing debris into storm drains all the time. He asked what residents can do about it. Mr. Downes stated they plan to address this type of situation in the City's newsletter. Mr. Pierce asked if it is time to start fining these landscaping companies that blow debris into the drainage areas. Mr. Downes stated it is a matter of priorities as it is difficult to implement.

COUNCILOR REPORTS

- Mrs. Cook stated she has asked Engineering to set up a Lunch and Learn to address many concerns and questions she received after the rainfall last week. She stated the date for that will be set soon.
- Mrs. Cook stated that there are massive piles of debris throughout the City because people are freshening their landscaping for the spring. She stated that she encourages people to enter pickup requests into the Action Center so that they may be tracked. She stated that the Action Center is the most efficient way the City has to monitor the problem. Mr. Downes stated AmWaste analyzes that data on a daily basis and tracks the time needed to fulfill every request.
- Mr. Pierce stated he will again attend the Chamber luncheon tomorrow which is back to in-person.
- Mayor stated the ribbon cutting at the "new" New Merkel House was this past week. He stated it is a great facility.
- Mr. Head announced that the regularly scheduled Parks and Recreation meeting is scheduled for May 18, 7 AM, in the Executive Conference Room.

APPROVAL OF MINUTES

The Mayor opened the floor for approval of the following minutes: April 15, 2021 (Work Session) and April 26, 2021 (Regular Meeting).

MOTION Motion to approve the minutes of April 15, 2021 (Work Session) and April 26, 2021 (Regular Meeting) was by Mrs. Cook and seconded by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Head – yes

Mayor Curry – yes

motion carried.

OLD BUSINESS

ORDINANCE NUMBER 3006

Ordinance Number 3006 – Renewing An Electric Franchise To Alabama Power Company, Its Successors And Assigns In The City Of Vestavia Hills, Alabama (public hearing)

MOTION Motion to approve Ordinance Number 3006 was by Mr. Pierce, and seconded by Mrs. Cook.

Mr. Downes explained that this Ordinance renews the existing franchise of Alabama Power Company to provide electricity throughout the City. The franchise fee continues at 3% and Alabama Power does a stellar job throughout this City. The renewal of this franchise is the same franchise as before, and he recommends approval.

The Mayor opened the floor for a public hearing for Ordinance Number 3006. There being no one else to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote was as follows:

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

motion carried.

NEW BUSINESS

RESOLUTION NUMBER 5319

Resolution Number 5319 – A Resolution For An Alcohol License For D And K Scott Enterprises, LLC D/B/A Snapper Grabbers For 050 Retail Beer And 070 Retail Table Wine (Off-Premises Only); Karen And Dusty Scott, Executives (public hearing)

MOTION Motion to approve Resolution Number 5319 was by Mrs. Cook, and seconded by Mr. Head.

Mr. Downes stated that this is a new location for Snapper Grabbers. They operate another store and restaurant on Montgomery Highway, but this is in Liberty Park.

Dusty and Karen Scott were present in regard to the request.

Mr. Pierce asked about the training of employees to prevent sales to minors.

Mr. Scott explained that new employees are trained in alcohol sales, identification of false IDs and the identification of anyone appearing under 40 years of age.

Mr. Pierce stated that Mr. Scott had a DUI violation back in March 2000. He stated that there was a conviction but the charge was only \$25.

Mr. Scott explained.

Mrs. Cook asked if there will be food offered for sale at this location.

Mr. Scott stated it will only be food offered for sale, but no consumption of food on-premise.

The Mayor opened 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 was as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mayor Curry – yes
	motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

The Mayor stated that the following two resolutions require unanimous consent for immediate consideration and action: Resolution Numbers 5320 and 5321. He opened the floor for a motion.

MOTION Motion for immediate consideration and action of Resolution Number 5320 and Resolution Number 5321 was made by Mr. Pierce and seconded by Mrs. Cook.
Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mayor Curry – yes
	motion carried.

RESOLUTION NUMBER 5320

Resolution Number 5320 – A Resolution Authorizing The City Manager To Accept A Proposal To Replace A 3-Ton Split Gas Furnace At Vestavia Hills Alberto C. Zaragoza Jr. Fire Station No. 4 (*public hearing*)

MOTION Motion to approve Resolution Number 5320 was by Mrs. Cook, and seconded by Mr. Head.

Mr. Davis stated that the HVAC company the City utilizes to handle all HVAC units at City buildings has repaired this unit for years. It is at the end of life now and warrants replacing.

Mr. Downes stated that he and the Public Services Director have reviewed the situation and the proposal and recommend replacement as detailed in the proposal.

Mrs. Cook asked if this is part of the City's capital plan.

Mr. Downes stated that the capital plan does not drill down to this level.

The Mayor opened the floor for a public hearing for Resolution No. 5320. There being no one else to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote was as follows:

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

motion carried.

RESOLUTION NUMBER 5321

Resolution Number 5321 – A Resolution Authorizing The City Manager To Accept A Proposal To Replace A Rheem Sure Comfort Split HVAC System For The Concession Stand At SHAC (public hearing)

MOTION Motion to approve Resolution Number 5321 was by Mrs. Cook and seconded by Mr. Pierce

Mr. Davis stated that the company the City utilizes to handle all HVAC units at City buildings has repaired this unit for years. It is at the end of life now and warrants replacing. He stated that he has reviewed the situation and the proposal and recommends replacement as detailed in the proposal.

The Mayor opened the floor for a public hearing for Resolution No. 5321. There being no one else to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote was as follows

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

motion carried.

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

- Ordinance Number 3007 – Rezoning – 1121 Winward Lane; Lot 13A, Resurvey Of Lots 13, 14, 15 & 16, Block 1, TH Payne Subdivision; Rezone From Vestavia Hills R-3 (Medium Density Residential District) To Vestavia Hills R-9 (Planned Residential District) For Construction Of Four Single-Family Homes; Kim And Jo Marie Parker, Owners (public hearing)
- Ordinance Number 3008 – An Ordinance Authorizing The Formation Of The Cahaba Solid Waste Disposal Authority (public hearing)

- Resolution Number 5322 – A Resolution Appointing A Member To The Cahaba Solid Waste Disposal Authority (*public hearing*)

CITIZEN COMMENTS

None.

At 6:42 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 6:43 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3007

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-3 TO VESTAVIA HILLS R-9

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-3 (medium density residential district) to Vestavia Hills R-9 (planned residential district):

1121 Winward Lane
Lot 13A, Resurvey of Lots 13, 14, 15 & 16, Block 1, TH Payne Subdivision
Kim and Jo Marie Parker, Owner(s)

APPROVED and ADOPTED this the 24th day of May, 2021.

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 # 3007 is a true and correct copy of such 24th day of May, 2021, 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 _____, 2021.

Rebecca Leavings
City Clerk



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

Date: APRIL 8, 2021

- **CASE:** P-0421-11
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-2 to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 1121 Winward Ln
- **APPLICANT/OWNER:** Kim & Jo Marie Parker
- **GENERAL DISCUSSION:** The request rezone property at the corner of Winward Ln. and Mayland Ln. for four single family lots. The new development would be modeled after neighboring developments with narrow lots and rear access drives from an alley. Additional pavement would be added by the developers in Winward Ln. to allow for temporary parking/deliveries. Lots would range in size from 8,500 square feet to 9,300 square feet. Proposed setbacks would be 50' in the front, 0-10' on the sides, and 20' in the rear.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is compatible with the comprehensive plan for neighborhood..
- **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: Staff recommends the following conditions: A. Approval based on site plan presented. B. Rezoning not completed until the final map has been recorded CC&R's for the subdivision are recorded.
 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. Larson made a motion to recommend Rezoning from Vestavia Hills R-2 to Vestavia Hills R-9 for the property located at 1121 Winward Ln. with the following conditions:

1. Project to be developed based on materials submitted;
2. CC&R's to be submitted at the time of submittal of the final plat.

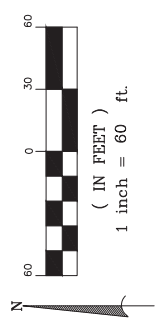
Second was by Mr. Ferrell. Motion was carried on a roll call; vote:

Mr. Maloof – yes
Mr. Ferrell – yes
Ms. Vercher – yes
Mr. Larson – yes
Motion carried.

Mr. Romeo – yes
Mr. Honeycutt – yes
Mr. Weaver – yes
Mr. Barnes – yes

DATE	04.08.2021
FOR REVIEW	
PLAN ISSUE	

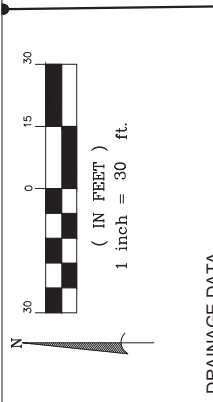
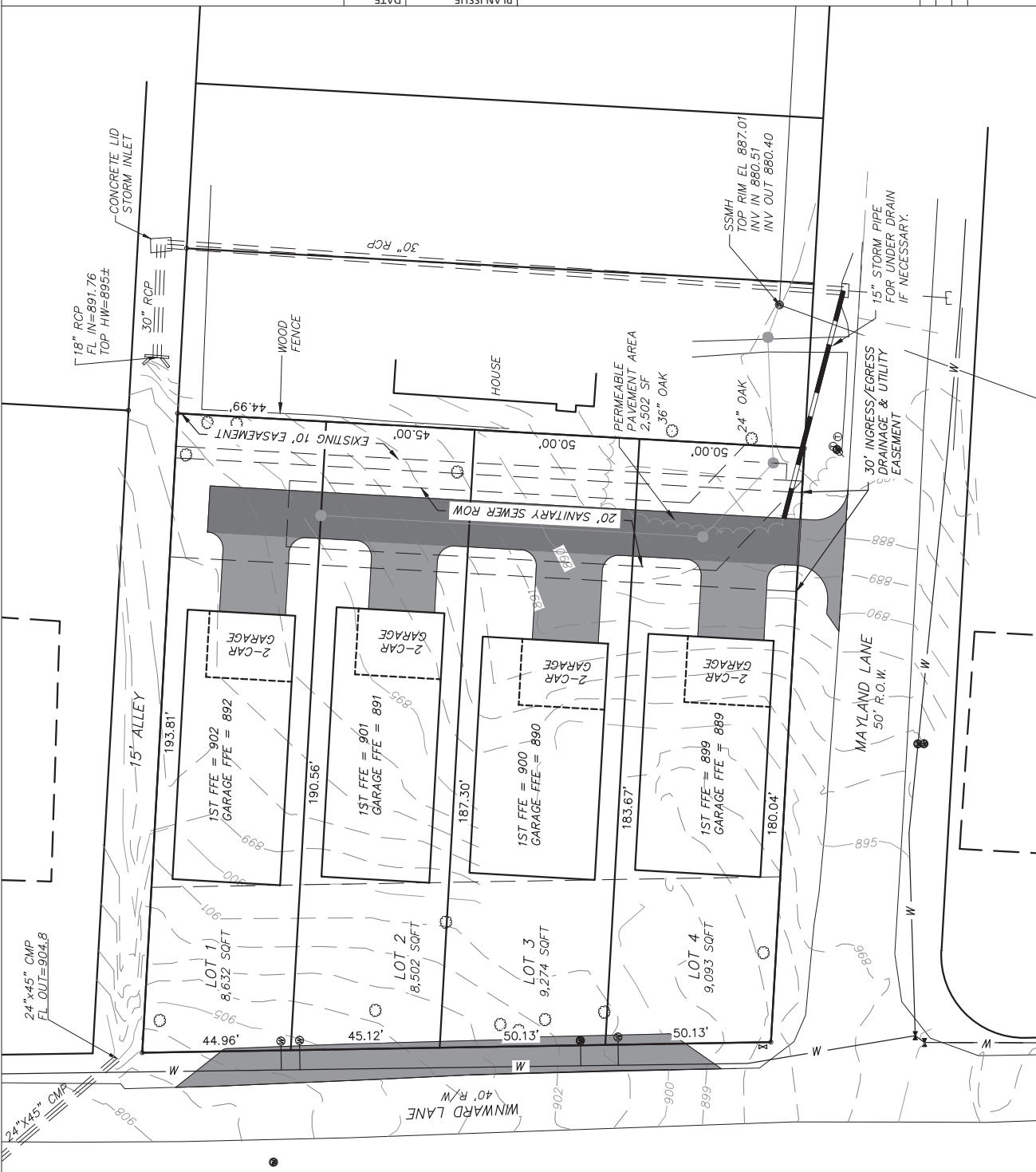
AERIAL VIEW



RE-CHECKED BY: NJOI
 CHECKED BY: CE
 DRAWN BY: NJOI

DATE	04.08.2021
PLAN ISSUE	
FOR REVIEW	

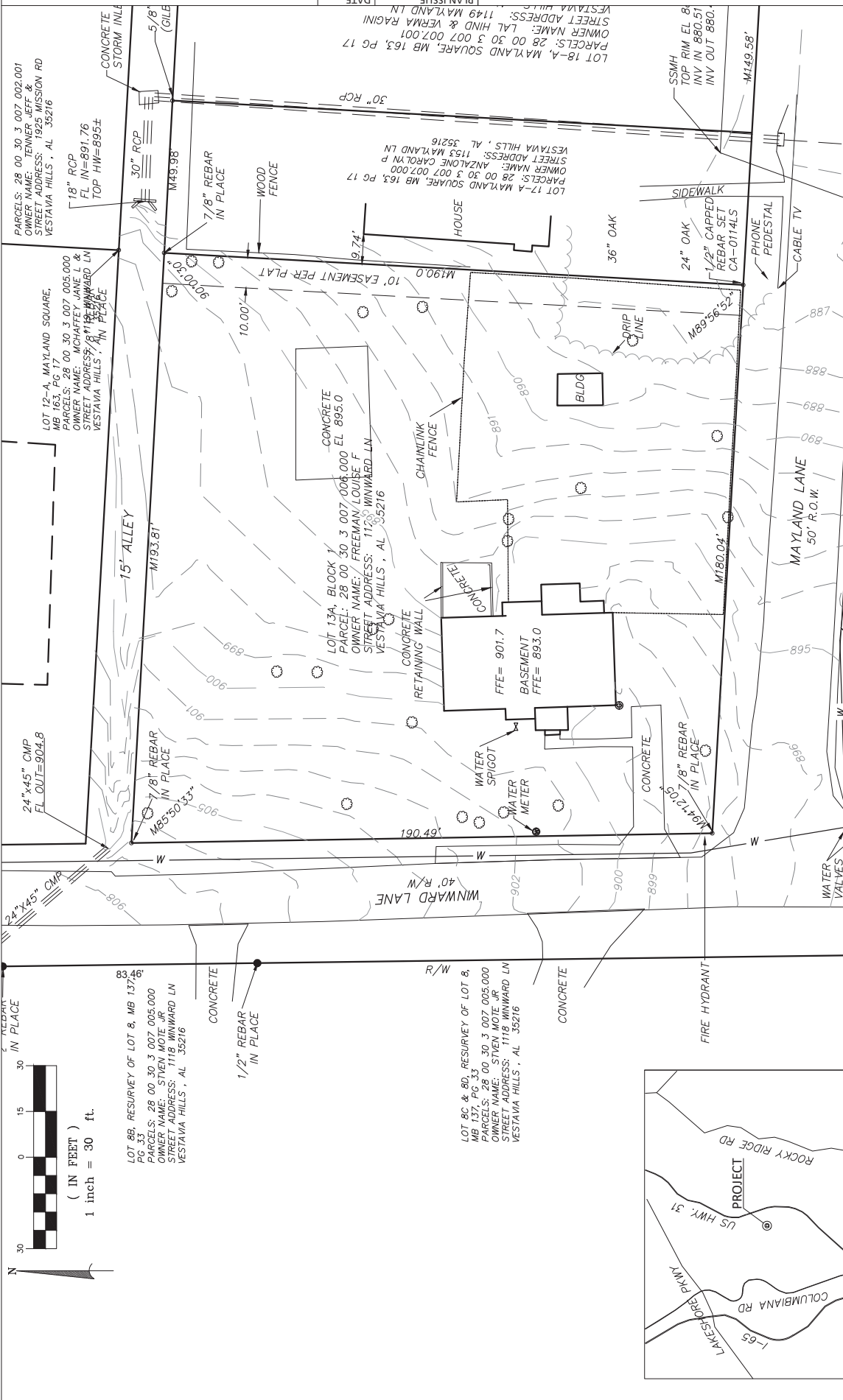
DRAINAGE PLAN



DRAINAGE DATA

PRE: WEIGHTED CN = 82	PERVIOUS AREA = 34,970 SF (CN 80)	IMPERVIOUS AREA = 4,492 SF (CN 98)	RUNOFF 1 YR = 2.07 CFS	RUNOFF 25 YR = 5.47 CFS	
POST: WEIGHTED CN = 87	PERVIOUS AREA = 22,373 SF (CN 80)	PERVIOUS PAVEMENT = 2,502 SF (CN 80)	IMPERVIOUS AREA = 14,587 SF (CN 98)	RUNOFF 1 YR = 2.50 CFS	RUNOFF 25 YR = 5.94 CFS
RUNOFF 25 YR - INCREASE IN VOLUME = 1,917 CUFT					
STORAGE IN PERMEABLE PAVEMENT = 2,002 CUFT					
DRIVEWAY TO BE 6" PERMEABLE PAVEMENT					
18" STONE BASE AGGREGATE					

R/W



LOT 12-A, MAYLAND SQUARE,
 MB 163, PG 17
 PARCELS: 28 00 30 3 007,005,000
 OWNER NAME: MCHAFFEY, JANE L &
 STREET ADDRESS: 1118 WINWARD LN
 VESTAVIA HILLS, AL 35216

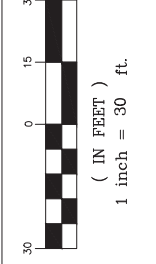
LOT 17-A, MAYLAND SQUARE, MB 163, PG 17
 OWNER NAME: ANZALONE, CAROL N P
 STREET ADDRESS: 1153 MAYLAND LN
 VESTAVIA HILLS, AL 35216

LOT 18-A, MAYLAND SQUARE, MB 163, PG 17
 OWNER NAME: LAL HIND & VERMA RAGINI
 STREET ADDRESS: 1149 MAYLAND LN
 VESTAVIA HILLS, AL 35216

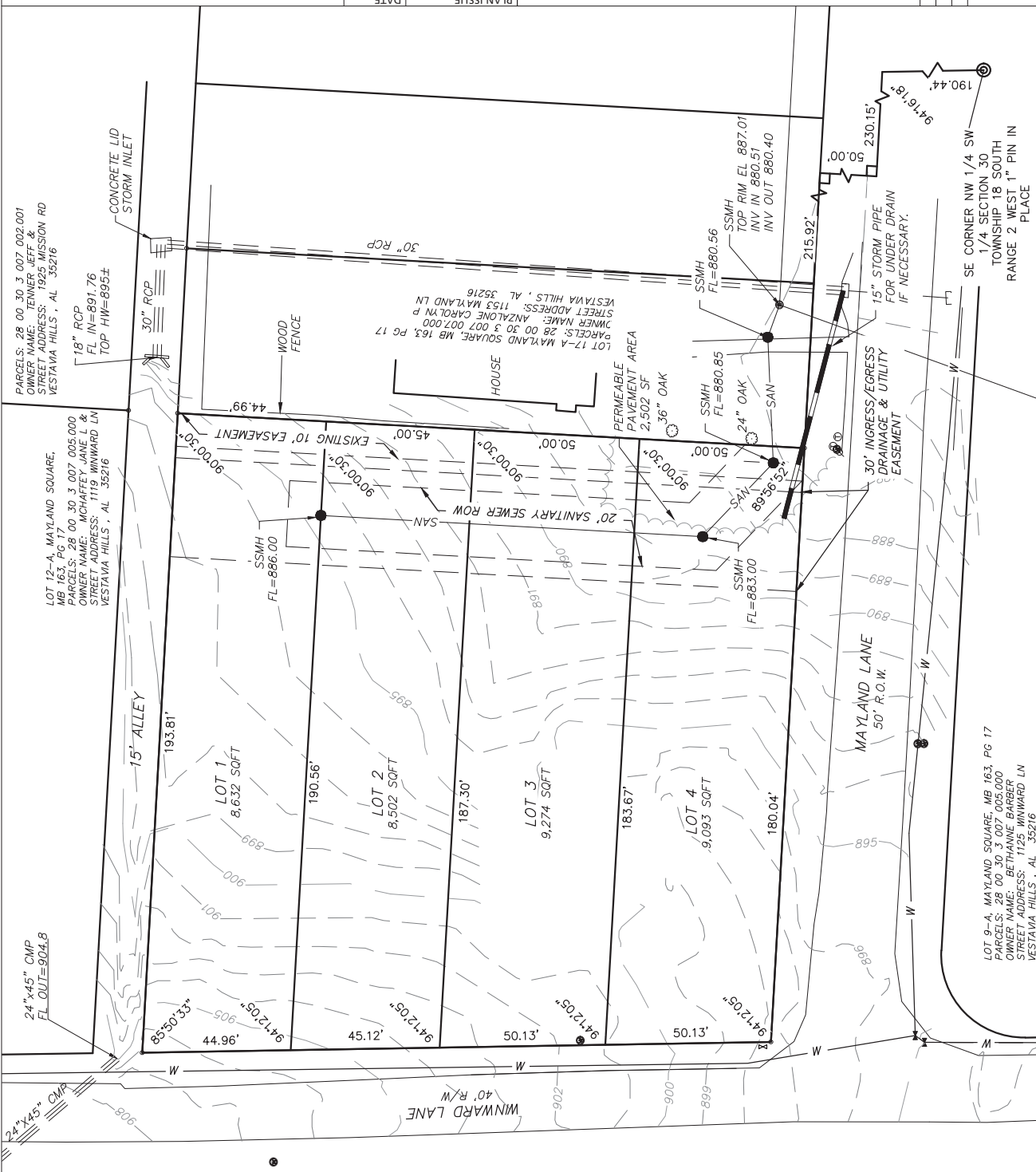
LOT 9-A, MAYLAND SQUARE, MB 163, PG 17
 PARCELS: 28 00 30 3 007,005,000
 OWNER NAME: BETHANIE BARBER
 STREET ADDRESS: 1123 WINWARD LN
 VESTAVIA HILLS, AL 35216

LOT 8B, RESURVEY OF LOT 8, MB 137,461
 PARCELS: 28 00 30 3 007,005,000
 OWNER NAME: STVEN, NOTE JR
 STREET ADDRESS: 1118 WINWARD LN
 VESTAVIA HILLS, AL 35216

LOT 8C & 8D, RESURVEY OF LOT 8,
 MB 137, PG 33
 PARCELS: 28 00 30 3 007,005,000
 OWNER NAME: STVEN, NOTE JR
 STREET ADDRESS: 1118 WINWARD LN
 VESTAVIA HILLS, AL 35216



DATE	04.08.2021
FOR REVIEW	
PLAN ISSUE	



LOT 8B, RESURVEY OF LOT 8, MB 137,
 PARCELS: 28 00 30 3 007 005.000
 OWNER NAME: STEVEN MOYE JR.
 STREET ADDRESS: 1118 WINWARD LN
 VESTAVIA HILLS, AL 35216

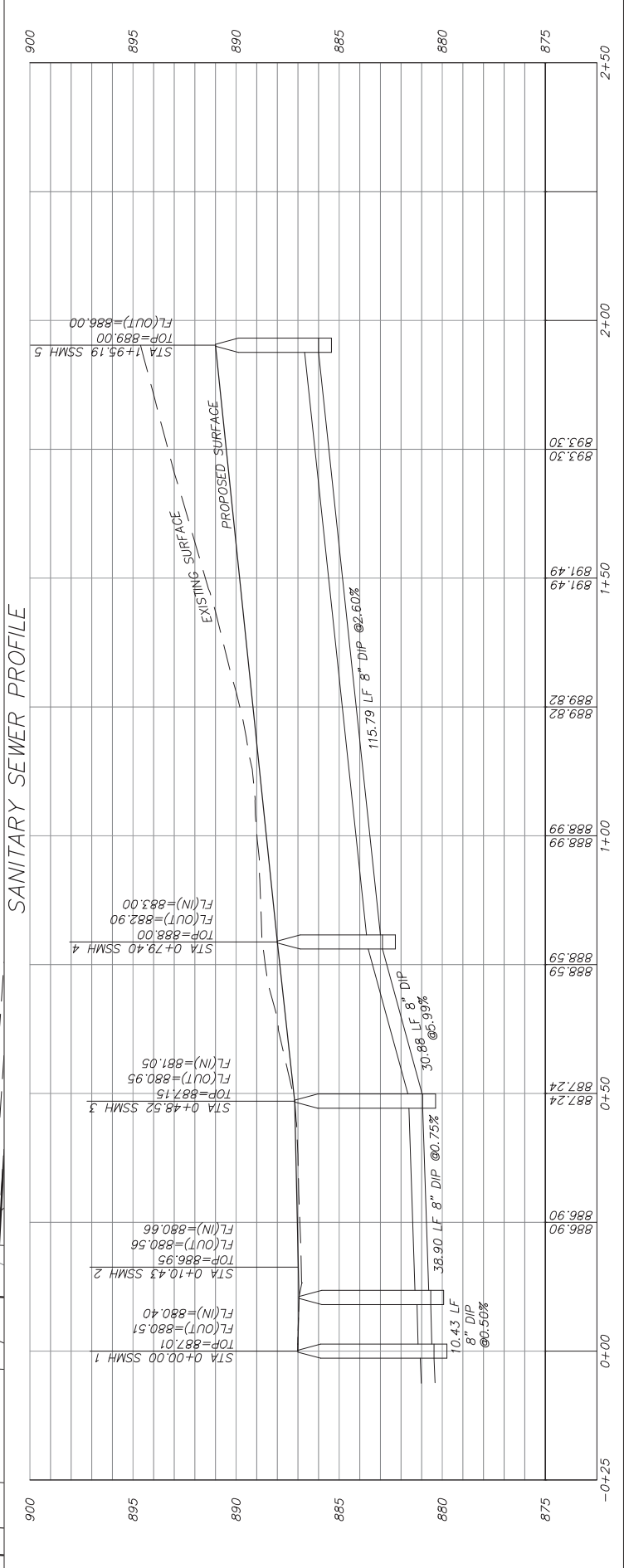
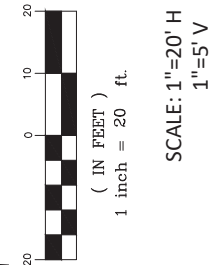
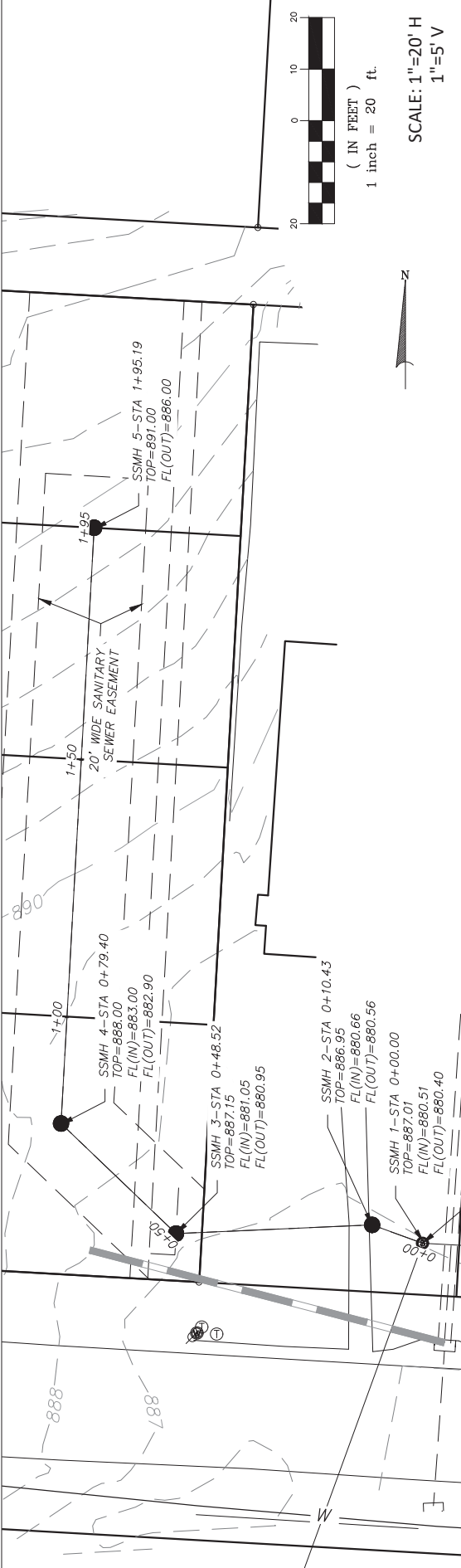
LOT 8C & 8D, RESURVEY OF LOT 8,
 MB 137, PG 33
 PARCELS: 28 00 30 3 007 005.000
 OWNER NAME: STEVEN MOYE JR.
 STREET ADDRESS: 1118 WINWARD LN
 VESTAVIA HILLS, AL 35216

NAME OF SUBDIVISION: RESURVEY NO. 2 LOTS 13-16
 BLK1 T.H. PAYNE SUBDIVISION
 NAME OF OWNER: KIM & JO MARIE PARKER
 ADDRESS OF OWNER: 1148 WINWARD LANE
 VESTAVIA HILLS, AL 35216
 NAME OF DESIGNER: NICHOLAS OSTRYE, P.E.
 ADDRESS OF OWNER: 200 OFFICE PARK DRIVE, STE. 215
 BIRMINGHAM, AL 35223
 ANY LOT TRANSFERRED WILL HAVE A MINIMUM WIDTH,
 SUBSTANTIALLY THE SAME AS THOSE OF THE PLATTED
 LOTS, AND THAT ONLY ONE (1) PRINCIPAL BUILDING
 WILL BE PERMITTED ON ANY SUCH LOT UNLESS
 OTHERWISE PERMITTED BY THE ZONING ORDINANCE.

LOT 9-A, MAYLAND SQUARE, MB 163, PG 17
 PARCELS: 28 00 30 3 007 005.000
 OWNER NAME: BETHANIE BARBER
 STREET ADDRESS: 1125 WINWARD LN
 VESTAVIA HILLS, AL 35216

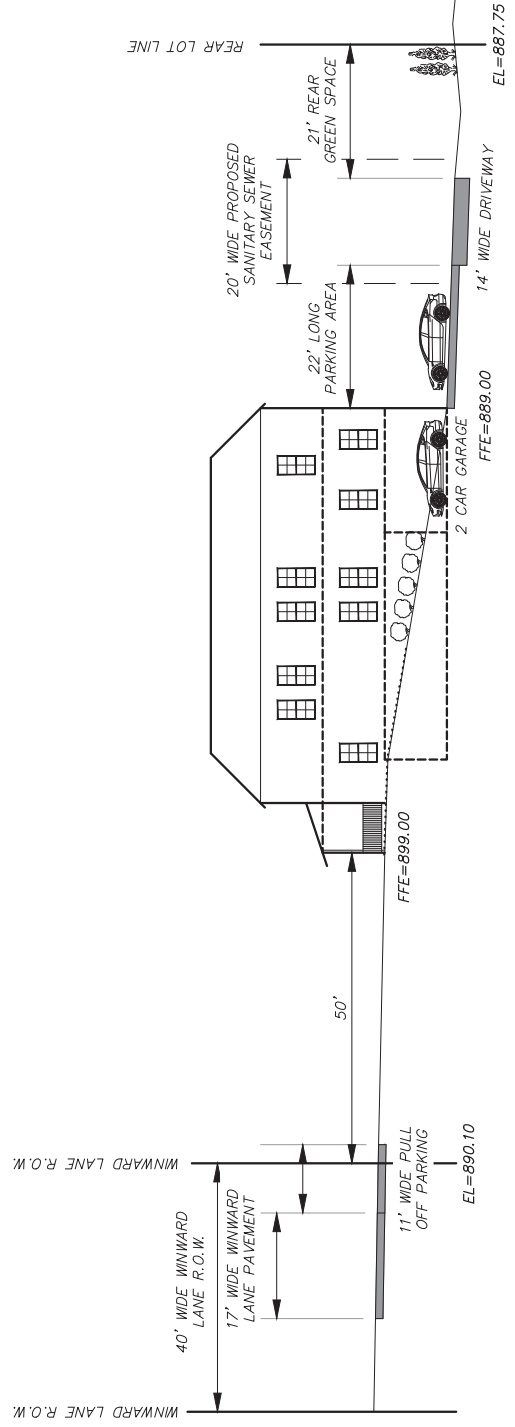
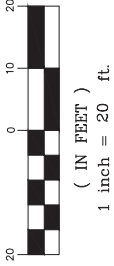


DATE	04.08.2021
FOR REVIEW	
PLAN ISSUE	

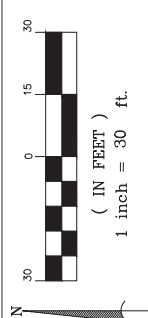


DATE	04.08.2021
FOR REVIEW	
PLAN ISSUE	

SECTION ELEVATION



SITE ELEVATION VIEW
 FROM MAYLAND LANE



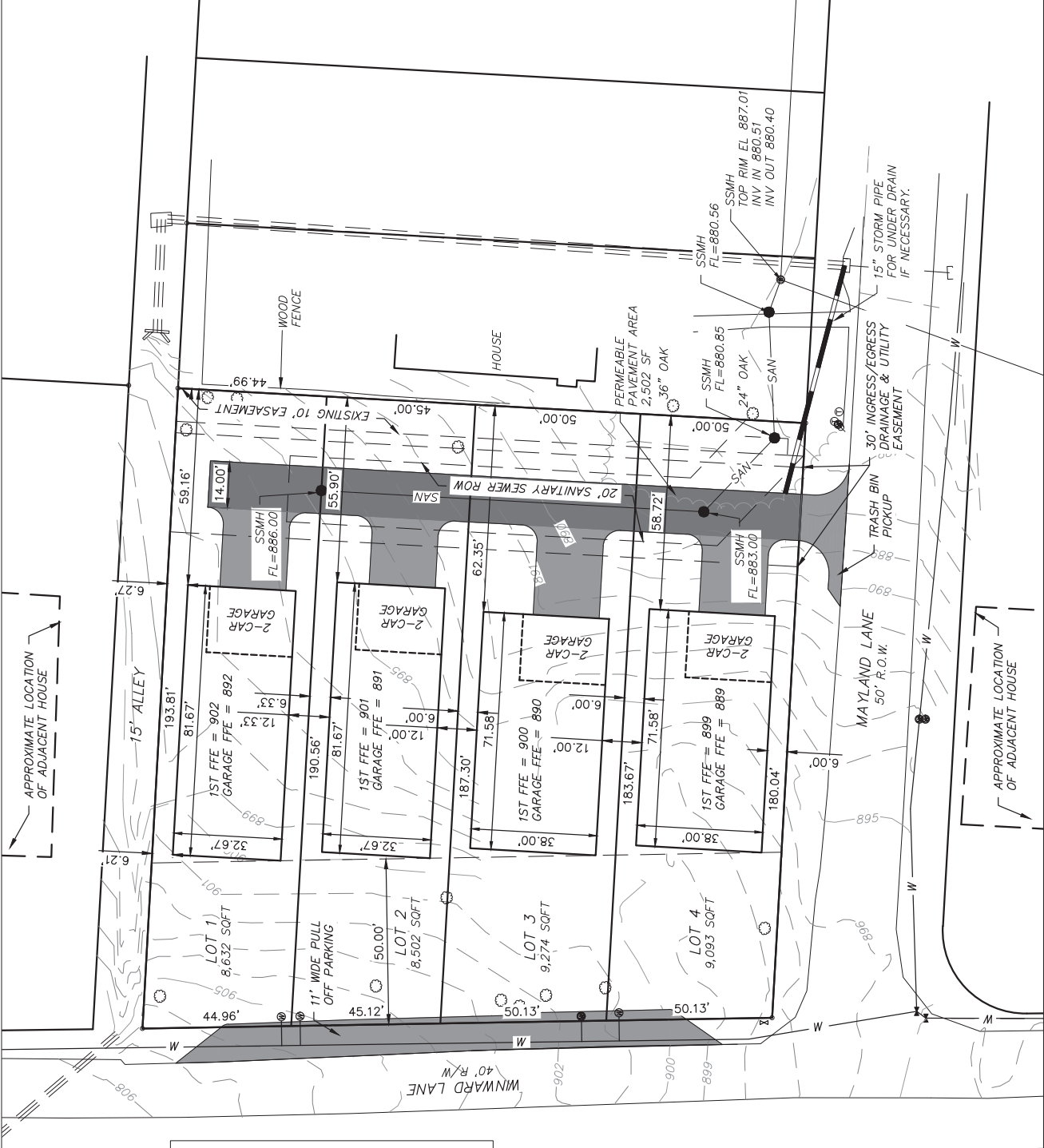
SITE DATA

SITE DATA:
 MUNICIPALITY: CITY OF VESTAVIA HILLS
 CURRENT LOT SIZE: 35.501± (0.81AC±)
 CURRENT ZONING: R-3 - MEDIUM DENSITY RESIDENTIAL DISTRICT
 PROPOSED ZONING: R-9 - PLANNED RESIDENTIAL DISTRICT

PARKING:
 REQUIRED: 2 SPACES PER SINGLE FAMILY DWELLING
 PROVIDED: 5 SPACES PER SINGLE FAMILY DWELLING

SETBACKS:
 FRONT (FROM HARDSCAPE): 12 FEET
 SIDE: 0/10 FEET
 REAR: 20 FEET

TREES:
 HARDWOODS WITH TRUNKS OVER 6" TO REMAIN = 12
 HARDWOODS WITH TRUNKS OVER 6" TO BE REMOVED = 11
 HARDWOODS TO BE PLANTED = 15



SITE PLAN

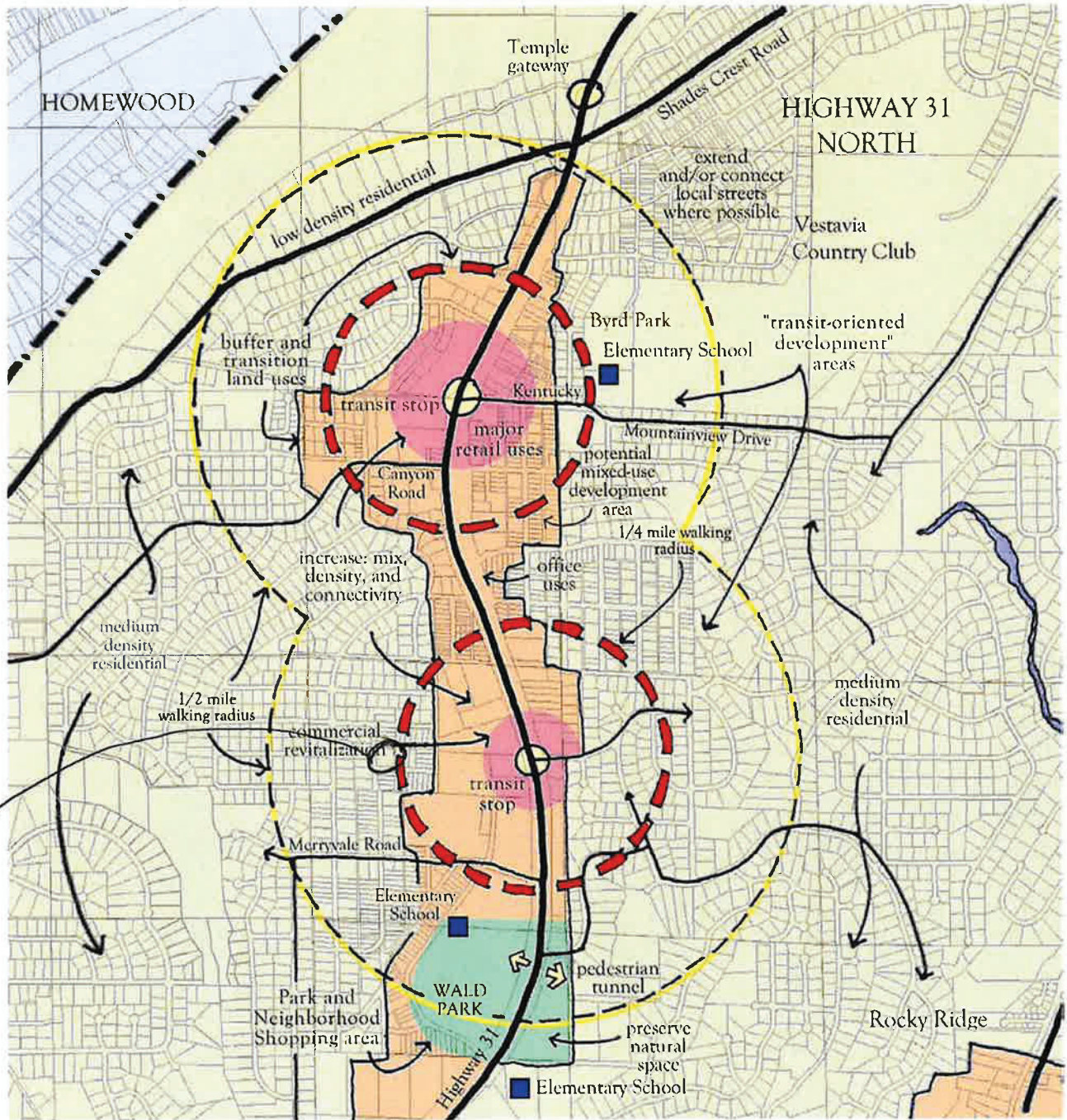
DATE	FOR REVIEW	PLAN ISSUE
04.08.2021		

CAPRINE
 PLANNING - CIVIL ENGINEERING - CONSULTING
 200 OFFICE PARK DRIVE, SUITE 215 BIRMINGHAM, ALABAMA 35223
 (205) 423-5092

WINNARD LANE - SINGLE FAMILY HOMES
 1121 WINNARD LANE
 VESTAVIA HILLS, AL 35216

PROJECT NO. 1001
 SCALE: 1"=30'
 DRAWN: NOT IN SCALE
 SHEET 003 OF 07





Subject Parcel

Figure 17: Highway 31 North
Land Use Analysis

- Neighborhood** - primarily low / medium density single-family residential areas with higher densities near village center(s). 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.
- 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.



ORDINANCE NUMBER 3008

AN ORDINANCE AUTHORIZING THE FORMATION OF THE CAHABA SOLID WASTE DISPOSAL AUTHORITY

BE IT THEREFORE ORDAINED, on this 24th day of May, 2021, by the City Council of the City of Vestavia Hills, Alabama in a regularly scheduled meeting with a quorum presents as follows:

Section 1. The Council of the City of Vestavia Hills, Alabama as the governing body of this City and governing subdivision in accordance with Chapter 89A of Title 11 of the Code of Alabama (1975)(the “Enabling Act”) does hereby find and determine (1) that it is wise, expedient, and necessary that a solid waste authority be formed to alleviate the burden and increased cost of solid waste removal and treatment in accordance with the Enabling Act, as amended; (2) that formation of a solid waste authority is proper as comprised of the following determining subdivisions: the Cities of Vestavia Hills, Hoover, and Mountain Brook, Alabama, whose neighboring borders and/or/ need for innovative solutions to address residential and commercial garbage and recycling, create an opportunity to streamline and otherwise provide for greater fiscal responsibility and administration of solid waste removal; (3) that application has been made and is in due form where each person filing the application is a duly qualified elector of a determining subdivision referred to in the application attached hereto (Exhibit A); and (4) that approval of the formation of said authority and the certificate of incorporation of the authority is to be had in substantially the same form as set forth in Exhibit B).

Section 2. That the Council of the City of Vestavia Hills, Alabama does hereby grant permission to form, incorporate and organize the Authority permission to incorporate, under the provisions of the Enabling Act, a public corporation to be known as the “Cahaba Solid Waste Disposal Authority,” and does hereby authorize filing the Certificate of Incorporation and to take all other necessary action to incorporate and organize the Authority pursuant to and in accordance with the Enabling Act.

Section 3. This Ordinance shall take effect immediately upon publication hereof as provided by law.

ADOPTED this 24th day of May, 2021.

Mayor

ATTEST: _____
City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Vestavia Hills, Alabama hereby certify that the foregoing Ordinance No. 3008 authorizing formation of the Cahaba Solid Waste Disposal Authority, constitutes a true, correct and complete copy of said Ordinance adopted by the City Council of the City of Vestavia Hills, Alabama on the 24th, day of May, 2021, pertaining to the matters set out therein, as same appear in the records of the City.

Under my signature as City Clerk and under seal of the City of Vestavia Hills, this ____ day of _____, 2021.

[SEAL]

City Clerk

RESOLUTION NUMBER 5322

A RESOLUTION APPOINTING A MEMBER TO THE CAHABA SOLID WASTE DISPOSAL AUTHORITY

BE IT THEREFORE RESOLVED, on this 24th day of May, 2021, by the City Council of the City of Vestavia Hills, Alabama in a regularly scheduled meeting with a quorum presents as follows:

Section 1. The Cahaba Solid Waste Disposal Authority was formed by Ordinance No.3008 and authorized to form in accordance with Chapter 89A of Title 11 of the Code of Alabama (1975)(the “Enabling Act”) to alleviate the burden and increase cost of solid waste removal and treatment in accordance with the Enabling Act, as amended, in conjunction with other determining subdivisions, where each city appoints a qualified elector of their jurisdiction upon such qualifications as it otherwise determines (except said appointment shall not to exceed a six (6) year term), and as such the City Council of the City of Vestavia Hills, Alabama hereby appoints, _____ to serve as a member of the Authority’s Board of Directors in **Place** _____ for a term of three (3) years, beginning May ____, 2021 to December 31, 2024.

Section 3. This resolution shall take effect immediately upon publication hereof as provided by law.

ADOPTED and APPROVED this 24th day of May, 2021.

Mayor

ATTEST: _____
City Clerk
City Clerk

**CERTIFICATE OF INCORPORATION
OF
A SOLID WASTE DISPOSAL AUTHORITY**

MAY __, 2021

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to incorporate the **CAHABA SOLID WASTE DISPOSAL AUTHORITY** (hereinafter referred to as the "Authority") a public corporation under and pursuant to the provisions of Chapter 89A of Title 11 of the Code of Alabama (1975) (hereinafter referred to as the "Enabling Act"), do hereby make, sign, execute, acknowledge and file this Certificate of Incorporation:

ARTICLE ONE

*Authorization of Incorporation
Incorporators*

1.01 The names of the determining subdivision(s) authorizing incorporation and formation of this Authority who duly adopted the same by resolution are:

Determining Subdivision(s)	Resolution Number	Date of Adoption
<i>City of Hoover, Alabama</i>	_____ - _____	<i>May __, 2021</i>
<i>City of _____, Alabama</i>	_____ - _____	_____, 2021
<i>City of _____, Alabama</i>	_____ - _____	_____, 2021
<i>City of _____, Alabama</i>	_____ - _____	_____, 2021
<i>City of _____, Alabama</i>	_____ - _____	_____, 2021

and other such jurisdictions as amended, where a certified copy of each resolution is attached hereto as **Exhibit " __ "** and made a part hereof.

1.02 Each incorporator of the authorizing determining subdivision as undersigned are duly qualified electors of the same and are identified as follows:

- City of Hoover, Alabama
- Incorporator 1:*
- Incorporator 2:*
- Incorporator 3:*

ARTICLE TWO

Name Reservation and Powers Vested

- 2.01 The Authority is established as a separate legal entity and public body corporate. The name of the Authority shall be "**CAHABA SOLID WASTE DISPOSAL AUTHORITY**". Attached hereto as **Exhibit "A"** is a Certificate by the Alabama Secretary of State, that the name proposed for the Authority is not identical with that of any other corporation in the state or so nearly similar thereto as to lead to confusion and uncertainty.
- 2.02 The Authority is vested with all powers as contained in the Enabling Act and shall have in addition, all powers conferred on corporations generally by the law of Alabama not in conflict with the provisions of the Enabling Act and contained herein, including specifically, the powers conferred on a nonprofit corporation enumerated in Section 10A-1-2.11, Code of Alabama, 1975 or as set forth in Chapter 3 of Title 10A, Code of Alabama (1975), not otherwise in conflict with the Enabling Act.

ARTICLE THREE

Board of Directors: Number, Qualification

- 3.01 A Board of Directors (hereinafter referred to as the "Board") shall govern the Authority and the number of directors of the Authority shall consist of five (5) members. Each appointment of a director (with exception of the initial directors named herein) whether a full term or to complete an unexpired term, shall be made not earlier than thirty (30) days prior to the date on which the director is to take office. Any appointed director may be eligible for reappointment by the determining subdivision pursuant to such qualifications as determined by each determining subdivision, subject to the limitations provided herein and contained in the Enabling Act, as amended.

ARTICLE FOUR

Term and Appointment

- 4.01 Members of the Board shall serve a minimum of a three (3) year term in office, except such initial term of office may be less than three (3) years. Otherwise, the term of appointment shall not exceed a six (6) year term and each determining subdivision may determine the length of appointment time not to exceed the timeframe as provided by the Enabling Act and as stated herein.
- 4.02 The Mayor for the governing body of each determining subdivision shall appoint one (1) member. Upon expiration of his or her term, a board director is eligible for reappointment, unless said term of office expires or lapses by virtue of other provisions contained in this certificate. In accordance with the below listing, each member appointment shall be as follows:

Seat	Jurisdiction
<i>Place 1</i>	<i>City of Hoover, Alabama</i>
<i>Place 2</i>	
<i>Place 3</i>	
<i>Place 4</i>	
<i>Place 5</i>	

- 4.03 *Expiration of Term of Office.* In a year in which the term of a member of the board of directors is to expire, his term shall not expire until (i) the adjournment of the annual meeting of the board of directors for that year, and (ii) unless a successor is appointed or there is a decrease in the number of members of the board of directors resulting elimination of the member seat on the board of directors. An officer of a determining subdivision may serve as a member of the board of directors only for the term for which the director is appointed or during the director's tenure as an officer of such determining subdivision, which ever expires first.
- 4.04 *Required Ethics Training.* All Directors must complete an Alabama Ethics Law course during their first year on the Board, Any reappointments of the same Director shall not be excluded from this requirement.
- 4.05 *Absences.* If a director is absent for more than half of the board's meetings in a twelve-month period, the director may be removed from the Board by a vote of the respective City Council of the determining subdivision for their appointed Director in accordance with the by-laws of the authority.
- 4.06 *Vacancies.* If at any time there should be a vacancy on the board of directors, whether by death, resignation, incapacity, disqualification, or otherwise, a successor director to serve for the unexpired term applicable to such vacancy shall be appointed by the governing body of the determining subdivision that appointed the predecessor director. In the event, a governing body of the determining subdivision that appointed a predecessor director does not desire to appoint its member to the board of directors, a resolution from said determining subdivision indicating their desire to no longer participate in the Authority must occur. Upon receipt thereof, the Board shall resolve the seat vacant and subsequently request by resolution of all remaining determining subdivisions amendment to the incorporation to fill the vacancy or otherwise dissolve the Authority.
- 4.07 *Limitations on appointment.* The Authority is established as a benefit for its members and if a determining subdivision appoints a director but chooses not to utilize the Authority for services within its jurisdiction by either (i) within 365 days following expiration of solid waste collection agreement which exists at time of formation (where applicable) or (ii) fails to utilize the services for any subsequent renewal of any contract for solid waste collection between the Authority and that determining subdivision, , this will constitute a disqualification of its director to serve on the Board, where the determining subdivision will surrender its voting seat. This limitation on appointment shall remain in effect for the duration of the Authority's existence and any determining subdivision no longer utilizing the services of the Authority for a period of one year at any time will be subject to disqualification. A resolution of the Board indicating disqualification of a member shall be forwarded to all determining subdivisions. As soon as practicable thereafter (but not more than 40 days), each determining subdivision shall pass an amendment to fill the vacancy or otherwise dissolve the Authority.

ARTICLE FIVE

Principal Office

- 5.01 Initially, the location of the principal office of the Authority shall be Hoover City Hall, 100 Municipal Lane, Hoover, Alabama 35216 and the registered agent shall be the City Clerk of the City of Hoover, Office of the City Clerk. Thereafter, the Authority shall designate a new registered agent at its first regular meeting.

ARTICLE SIX

Duration

- 6.01 The duration of the Authority shall be perpetual, subject to Section 11-89A-21 of the Code of Alabama, as amended and the provisions of the Enabling Act.

ARTICLE SEVEN

By-Laws and Officers

- 7.01 The Board shall adopt by-laws for the Authority within three (3) months of its incorporation. The Authority shall have all of the powers, duties, functions, rights, privileges, immunities, and responsibilities of a solid waste authority pursuant to the Enabling Act.
- 7.02 The Board shall elect as officers of the Authority from time to time as deemed necessary and shall have President, Vice President, and Secretary/Treasurer from the members of the Authority. All officers shall serve for terms of one year terminating at the next annual meeting of the board of directors or until their successors are elected and qualified.
- 7.03 Any one or more person may be engaged by the Authority to serve as assistant secretary (including recording secretary) or assistant treasurer of the Authority and may be given duties of the keeping books, records, minutes, giving of notices as required by By-Laws, and any such other duties or functions of the office of secretary or treasurer as the Board of Directors may determine. An assistant secretary or assistant treasurer may be elected by the board of directors and serve at the pleasure of the board of directors.

ARTICLE EIGHT

Organization Pursuant to Statute

- 8.01 The Authority shall be organized and operated as a solid waste authority under the provisions of the Enabling Act.

ARTICLE NINE

Nonprofit Designation

- 9.01 The Authority shall be a public corporation, and no part of the net earnings thereof shall inure to any individual, firm or corporation, pursuant to the provisions of §11-89A-16, §11-89A-18, and the provisions of the Enabling Act, as amended person or entity of any nature whatsoever.

ARTICLE TEN

Meetings and Reports

- 10.01 The Authority shall convene, at minimum, bi-annually, and may convene such called meetings as necessary to conduct business of the Authority. The Authority shall provide an annual public report of activities to each determining subdivision who makes up the Solid Waste Disposal Authority at least one month prior to the end of each fiscal year of said City. Said report shall provide information related to the activities and finances of the Authority, including such other information as any member city may request and a tally of attendance of Directors to each called meeting of the Board.

ARTICLE ELEVEN

No Obligation of Determining Subdivisions

- 11.01 The Authority shall not obligate a determining subdivision nor shall any obligation of the Solid Waste Disposal Authority constitute an obligation of any determining subdivision. The same shall apply for any other municipalities who become members by unanimous vote of the members of the Solid Waste Disposal Authority and that subsequent amendment by each determining subdivision who subsequently becomes a part of the Authority hereafter.

ARTICLE TWELVE

Dissolution and Distribution therefrom

- 12.01 The Authority may be dissolved by joint action of the Authority and each governing subdivision who appointed a director; and upon completion of the following (1) payment of all liabilities of the Authority, (2) the title to all funds and properties owned by the Authority is conveyed and distributed on a pro rata basis to each member city, and (3) a dissolution is recorded with the Probate Court of Jefferson County, Alabama attaching thereto the resolution of the Authority and its member cities indicating dissolution, dissolution shall then occur.

ARTICLE THIRTEEN

Amendments to Certificate and By-Laws

- 13.01 The Authority shall have the power to adopt, alter, and repeal by-laws, regulations and rules, and amendments to the Certificate of Incorporation, not inconsistent with the provisions of Chapter 89A of Title 11, Code of Alabama, 1975, as amended, for the regulation and conduct of its affairs and business. Removal of a member from the Authority shall require an amendment to the Certificate of Incorporation as approved by the determining subdivisions of the Authority and require simultaneous amendment by

resolution and subsequent recording of the same with the Probate Court of Jefferson County, Alabama.

ARTICLE FOURTEEN

Filing

14.01 The Authority is a collaboration of the City of Hoover, Alabama and such other determining subdivisions as provided in Section 1.01 of Article 1 to assist one another in addressing the increasing costs of solid waste removal for their respective residents. As a result, this Authority will not exist until the requisite minimum three (3) members one from each determining subdivision, establishes by such resolution to form the Authority and a copy of the same is filed simultaneously with the Judge of Probate by all determining subdivisions wishing to participate in the formation thereof. Once recording of this occurs, the Authority will exist in accordance with the provisions of the Enabling Act. Thereafter each determining subdivision may then by agreement enter into a contract with the Authority in accordance with the Enabling Act and other applicable laws of the State of Alabama. Exhibits to be filed are as follows:

- (a) A copy of applications of the incorporators;
- (b) A copy of the resolutions of the determining subdivisions;
- (c) A certificate by the Secretary of State that the name proposed for the Authority is not identical to that of any other corporation organized under the laws of the state or so nearly similar thereto as to lead to confusion and uncertainty; and
- (d) A copy of this Certificate of Incorporation.

ARTICLE FIFTEEN

Signatures

15.01 Each of the incorporators named below has provided a notarized signature as indicated of this Certificate of Incorporation on and as of the date and year above first written.

IN WITNESS WHEREOF, I have set my hand and seal on this ____ day of _____, 2021.

PRINT NAME:

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify, that _____, a resident of the City of _____, Alabama, whose name is signed to the foregoing Certificate of Incorporation, and who is known to me, acknowledged to me on this day, that being informed of the contents of the document, executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal this the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, I have set my hand and seal on this ____ day of _____, 2021.

PRINT NAME:

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify, that _____, a resident of the City of _____, Alabama, whose name is signed to the foregoing Certificate of Incorporation, and who is known to me, acknowledged to me on this day, that being informed of the contents of the document, executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal this the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, I have set my hand and seal on this ____ day of _____, 2021.

PRINT NAME:

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify, that _____, a resident of the City of _____, Alabama, whose name is signed to the foregoing Certificate of Incorporation, and who is known to me, acknowledged to me on this day, that being informed of the contents of the document, executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal this the ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

RESOLUTION NUMBER 5322

**A RESOLUTION APPOINTING A MEMBER TO THE CAHABA SOLID
WASTE DISPOSAL AUTHORITY**

BE IT THEREFORE RESOLVED, on this 24th day of May, 2021, by the City Council of the City of Vestavia Hills, Alabama in a regularly scheduled meeting with a quorum presents as follows:

Section 1. The Cahaba Solid Waste Disposal Authority was formed by Ordinance No.3008 and authorized to form in accordance with Chapter 89A of Title 11 of the Code of Alabama (1975)(the “Enabling Act”) to alleviate the burden and increase cost of solid waste removal and treatment in accordance with the Enabling Act, as amended, in conjunction with other determining subdivisions, where each city appoints a qualified elector of their jurisdiction upon such qualifications as it otherwise determines (except said appointment shall not to exceed a six (6) year term), and as such the City Council of the City of Vestavia Hills, Alabama hereby appoints, _____ to serve as a member of the Authority’s Board of Directors in **Place** _____ for a term of three (3) years, beginning May ____, 2021 to December 31, 2024.

Section 3. This resolution shall take effect immediately upon publication hereof as provided by law.

ADOPTED and APPROVED this 24th day of May, 2021.

Mayor

ATTEST: _____
City Clerk
City Clerk

RESOLUTION NUMBER 5182-A

**A RESOLUTION AMENDING RESOLUTION NUMBER 5182
APPROVING AND ASSENTING TO A DECLARATION OF
VACATION IN ORDER TO CORRECT THE LEGAL
DESCRIPTION**

WITNESSETH THESE RECITALS

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove

described drainage easement is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

RESOLVED, DONE AND ORDERED, on this the 24th day of May, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

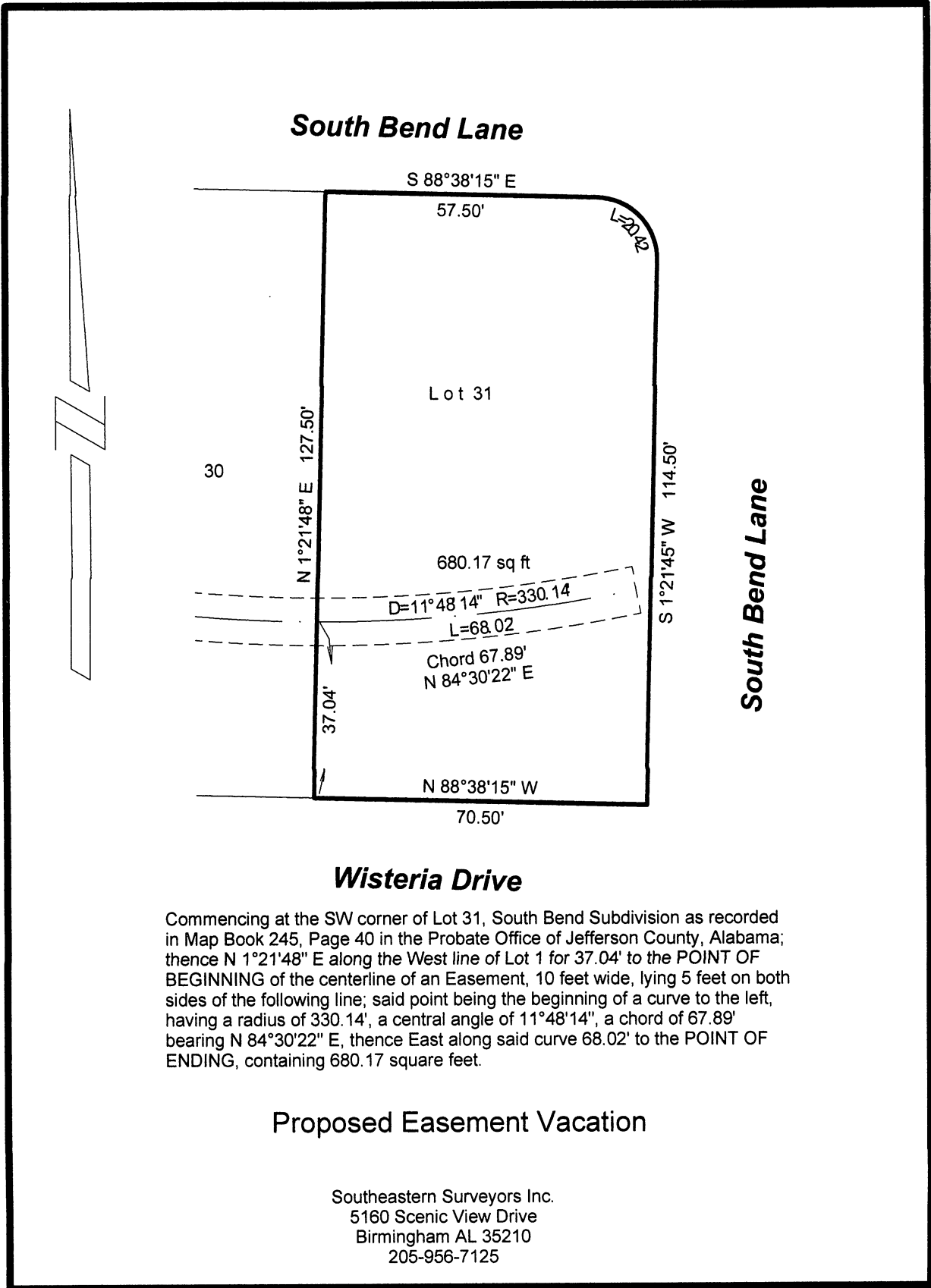
Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 24th day of May, 2021, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



STATE OF ALABAMA
JEFFERSON COUNTY

DECLARATION OF VACATION

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

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

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

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

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

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

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

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

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

Owners' Name(s): AGH Homes

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

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

Owners' Name(s): BC South

C. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

D. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

E. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

F. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

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

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

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)

 Taylor Burton President Lot 30
 Taylor Burton Co Inc

 Taylor Burton President Common Area
 Taylor Burton Co

 Taylor Burton President
 Taylor Burt Company ARC

 Alicia Lee AGH Homes

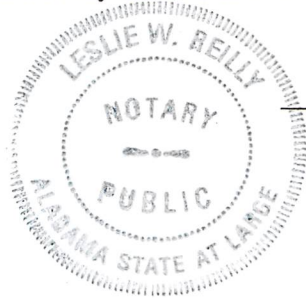
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

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

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



Leslie W Reilly

Notary Public

My commission expires: 2-3-21

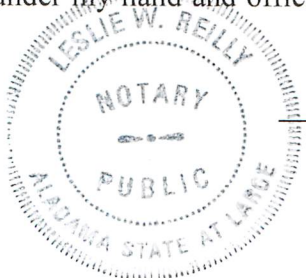
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

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

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



Leslie W Reilly

Notary Public

My commission expires: 2-3-21

RESOLUTION NUMBER 5182

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

WITNESSETH THESE RECITALS

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

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

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

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


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

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

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

Resolution Number 5182
Page 2

RESOLVED, DONE AND ORDERED, on this the 9th day of September, 2019.



Ashley C. Curry
Mayor

ATTESTED BY:

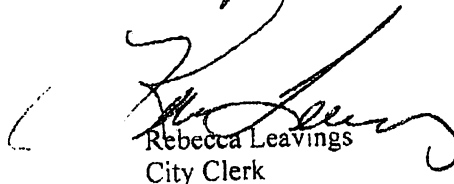


Rebecca Leavings
City Clerk

CERTIFICATION

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the 10th day of Sept, 2019.


Rebecca Leavings
City Clerk

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

September 4, 2019

To: Rebecca Leavings, City Clerk
CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Assistant City Engineer
From: Christopher Brady, City Engineer
RE: vacation of drainage easement, Southbend Lot 31

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

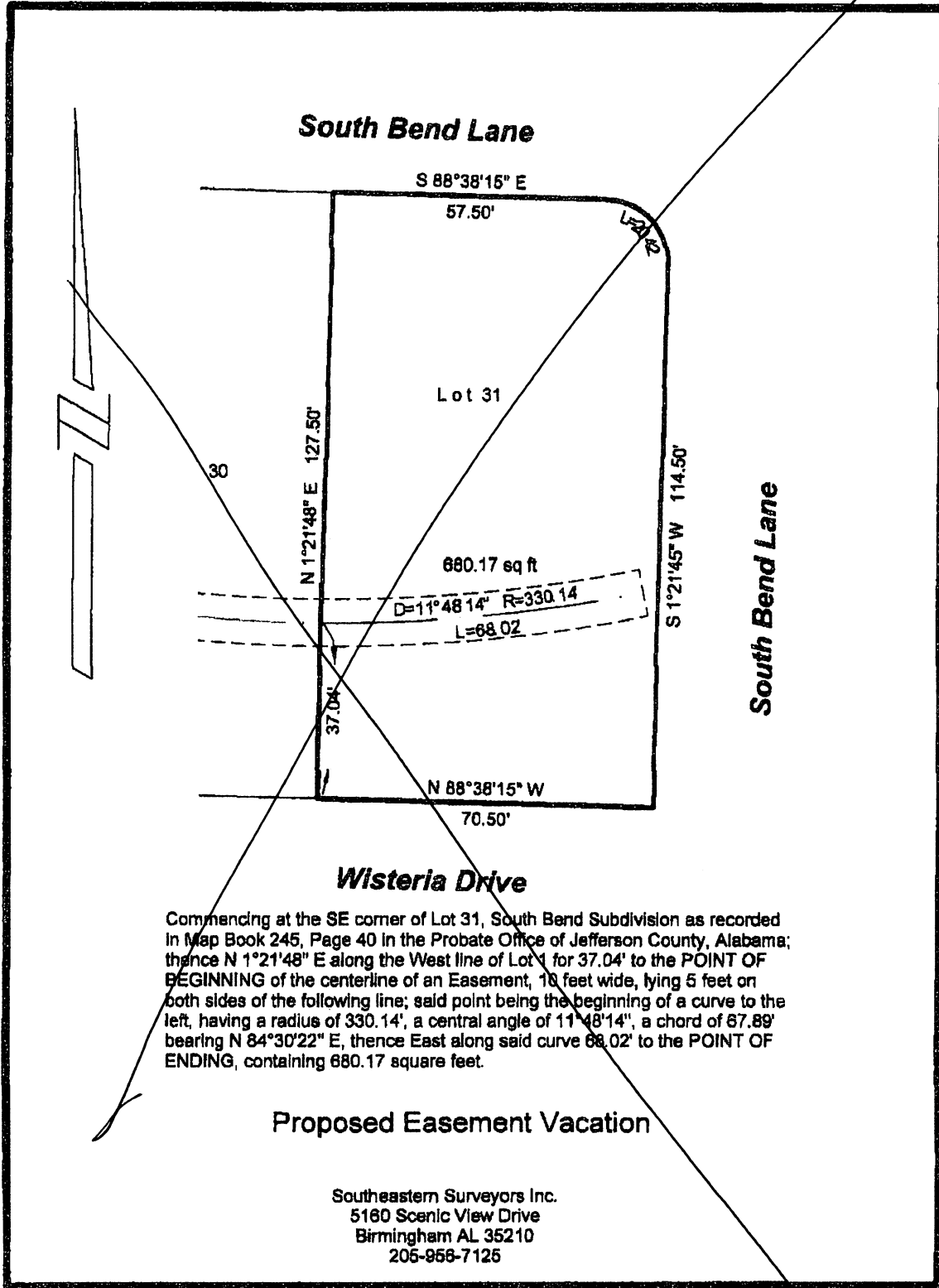
I hereby provide favorable recommendation for approval for vacation of this easement.

Please let me know if questions,

Sincerely,

-Christopher





RESOLUTION NUMBER 5323

**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 5323 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 24th day of May, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

05/12/21

To: Rebecca Leavings

From: CPT Sean Richardson, Vestavia Hills Police Department

CC: COP Danny P. Rary, CPT Johnny Evans, SGT Randall Jones, CPL Rob Wilson

Re: Surplus City Property

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

2019 Ford F-150 XLT SuperCrew 4WD

Mileage – 27,146

VIN # 1FTEW1EP9KKD79359

Please contact me if you need any further information, or have questions or concerns regarding this action.

Very Respectfully,

Sean E. Richardson
Captain, VHPD
Patrol Division
Ext: 1118 – Cell: (205)470-2409
srichardson@vhal.org

MEMORANDUM

TO: Taneisha Tucker, Library Director

FROM: Daniel Tackett, Deputy Director

RE: Surplus City Property

DATE: May 21, 2021

This memo lists the miscellaneous Library technology and equipment that Library staff has asked the Vestavia Hills City Council to declare as surplus at the May 24, 2021 meeting.

The following equipment has a City Asset Tag and needs a City Council vote to mark as surplus:

- 13 – Apple iMac 21.5" (2010)
- 9 – Apple iMac 27" (2010)
- 2 – Apple iMac 27" (2015)
- 1 – Mac Pro (2010)
- 1 – Savin Copier (2011)
- 1 – Xerox Copier Workcentre 6505 (2011)
- 1 – Dell Optiplex 380 Computer (2010)
- 1 – Dell Monitor (2010)
- 1 – LG Monitor (2010)
- 4 – 3M-Self Check-Out Stations (2010)
- 25 – Wyse Thin Clients (2012)
- 1 – Xerox Workcentre 7765 Printer (2011)

MEMORANDUM

TO: Rebecca Leavings, City Clerk
FROM: Taneisha Tucker, Library Director
RE: Surplus City Property
DATE: May 19, 2021

This memo requests that the Vestavia Hills City Council adopt a resolution declaring miscellaneous Library technology/equipment as surplus at the May 24, 2021 City Council meeting.

Please contact me at 205.978.016 if there are questions or concerns. Thank you.

RESOLUTION NUMBER 5324

**A RESOLUTION AUTHORIZING PAYMENT TO JEFFERSON COUNTY
COMMISSION AS APPROVED IN ORDINANCE NUMBER 2899
FOR PLANIMETRIC GIS DATA**

**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 remit payment number 2 to the Jefferson County Commission pursuant to Ordinance Number 2899 in the amount of \$30,000 and the contract agreement dated October 14, 2019; and
2. This payment shall be expensed from the City's General Fund; and
3. This Resolution Number 5324 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24th day of May, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Jefferson County Commission
 716 Richard Arrington JR Blvd N.
 Suite 820 Courthouse
 Birmingham, AL 35203

Exhibit - Resolution No. 5324

INVOICE

Invoice Date	Invoice No.
05/13/2021	154592
Customer Number	
200	
Invoice Total Due	
\$30,000.00	
Amount Paid	

VESTAVIA HILLS CITY OF
 ATTN: JEFFREY DOWNES & REBECCA LEAVINGS
 1032 MONTGOMERY HWY
 VESTAVIA HILLS, AL 35216 USA

Due upon receipt

Instructions: Please Remit Payment To:
 See Invoice comments below for Remit Payment To:
 Please Reference Invoice No. or Return Copy of Invoice With Remittance

Please remit payment to:
 Jefferson County Commission
 Finance Dept. Suite 820
 716 Richard Arrington Jr. Blvd N.
 Birmingham, AL 35203

Invoice Date: 05/13/2021

Customer Number: 200

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
DATA PROCESSING CHARGES - FY2021 ORTHOGRAPHY & PLANIMETRIC DATA COST SHARING	1.00	\$30,000.00	EACH	\$30,000.00	\$0.00	\$0.00	\$30,000.00
Please put Invoice Number on your check. Make Checks Payable to: Jefferson County Commission						Invoice Total:	\$30,000.00

ACCOUNTING TRACE STAMP

ACCTG PERIOD MAY
 VENDOR # 1362
 ACCT # _____
 PURCHASE ORDER # _____
 DUE DATE 5-20-2021
 AMOUNT \$30,000
 APPROVAL [Signature]

Per Ord #
2899
Pmt # 2

JDO/5-17-21

CITY OF VESTAVIA HILLS

VENDOR: 1362 JEFFERSON COUNTY COMMISSION

DATE	INVOICE #	PO #	DESCRIPTION
3/5/2020	153552		DATA PROCESSING CHARGES GIS

03/12/2020	100810
GL ACCT #	AMOUNT
01-44-5840-000-100	19,000.00

CHECK TOTAL 19,000.00



CITY OF VESTAVIA HILLS
 1032 MONTGOMERY HWY
 VESTAVIA HILLS, ALABAMA 35216
 205-978-0128
 ACCOUNTS PAYABLE

REGIONS BANK
 P.O. BOX 11007
 BIRMINGHAM, ALABAMA 35288

100810

CHECK DATE
03/12/2020

PAY THIS AMOUNT
\$19,000.00

VOID AFTER 180 DAYS

PAY --Nineteen Thousand Dollars and 00/100 Cents--

TO THE ORDER OF JEFFERSON COUNTY COMMISSION
 A200 COURTHOUSE
 716 RICHARD ARRINGTON JR. BLVD N
 BIRMINGHAM, AL 35203

Madeline Turner, II
Jeffrey To Downer

⑈ 100810⑈ ⑆062000019⑆ ⑈0000033227⑈



Jefferson County Commission
 716 Richard Arrington JR Blvd N.
 Suite 820 Courthouse
 Birmingham, AL 35203

INVOICE

Invoice Date	Invoice No.
03/05/2020	153552
Customer Number	
200	
Invoice Total Due:	
\$19,000.00	
Amount Paid	

VESTAVIA HILLS CITY OF
 ATTN: JEFFREY DOWNES & REBECCA LEAVINGS
 1032 MONTGOMERY HWY
 VESTAVIA HILLS, AL 35216 USA

Due upon receipt

Instructions: Please Remit Payment To:
 See Invoice comments below for Remit Payment To:
 Please Reference Invoice No. or Return Copy of Invoice With Remittance

Please remit payment to:
 Jefferson County Commission
 Finance Dept. Suite 820
 716 Richard Arrington Jr. Blvd N.
 Birmingham, AL 35203

Invoice Date: 03/05/2020

Customer Number: 200

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
DATA PROCESSING CHARGES - GIS (ORTHOGRAPHY AND PLANIMETRIC)	1.00	\$19,000.00	EACH	\$19,000.00	\$0.00	\$0.00	\$19,000.00
Please put Invoice Number on your check. Make Checks Payable to: Jefferson County Commission					Invoice Total:	\$19,000.00	

ACCOUNTING TRACE STAMP

ACCTG PERIOD March
 VENDOR # 1362
 ACCT # 01-44-5840-000-100
 PURCHASE ORDER # _____
 DUE DATE 3-20-2020
 AMOUNT \$19,000.00
 APPROVAL [Signature]

* Pmt # 1

Ord. # 2899

POSTED

MAR 11 2020

CITY OF VESTAVIA HILLS
 FINANCE DEPARTMENT

[Signature] / 3-10-20

[Signature]
 3/10/2020

ORDINANCE NUMBER 2899

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH JEFFERSON COUNTY COMMISSION TO JOIN A GIS CONSORTIUM TO CONTACT WITH G-SQUARED FOR PLANIMETRIC GIS DATA OVER THE NEXT 3 YEARS

WHEREAS, Geographic Information Services ("GIS") has become an integral part of the City's information base for several departments including planning, zoning, engineering, VHPD, VHFD, Public Services, etc.; and

WHEREAS, Jefferson County began the Jefferson County Consortium ("the Consortium") of several Jefferson County entities to cooperate together in order to contract with G-Squared, for delivery of planimetric data including, but not limited to buildings, pavement, paves and unpaved roads and other layers with an migration from 10 to 50 engineering grade scale; and

WHEREAS, this detailed information will provide accurate and high quality orthophotography and planimetric data annually for a period of three years, higher accuracy imagery, buildings, street data; and

WHEREAS, the City Manager has reviewed and recommended participation in the Jefferson County GIS Consortium at the minimum participation graduated rates of: \$19,000 (year 2020); \$30,000 (year 2021) and \$45,000 (year 2022); and

WHEREAS, the Mayor and City Council find it is in the best public interest to consent to participation in the Consortium as described above.

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 and deliver an agreement for participation in the Consortium at the graduated rates of \$19,000 (year 2020); \$30,000 (year 2021) and \$45,000 (year 2022); and
2. A copy of said agreement is marked as Exhibit A, attached and incorporated into this Ordinance Number 2899 as if written fully therein; and
3. This Ordinance Number 2899 shall become effective immediately upon adoption and approval and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 25th day of November, 2019.

Ashley C. Curry
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: October 21, 2019

TO: Jeff Downes, City Manager

FROM: Rebecca Leavings, City Clerk/Zoning Official
Jack Wakefield, Planner and GIS Technician
Brian Davis, Public Services Director
Christopher Brady, City Engineer

RE: Jefferson County GIS Consortium and G-Squared Contract

Geographic Information Services was begun in the City Clerks Office many years ago to be utilized as an informational land base and has since become an integral part of many departments including Engineering, VHPD, VHFD, Public Services, etc. The utilization of GIS is constant in our departments in order to derive information concerning all aspects of our jobs and the questions and/or requests that derive from contractors, attorneys, engineers and the general public regarding land in the City.

Recently, our department had the opportunity to join with the Jefferson County Consortium on a new partnership with G-Squared for delivery of planimetric data (*planimetric - showing only the horizontal position of features on the Earth's surface which show geographic objects, natural and cultural physical features, and entities without topographic features such as roads, buildings, and water bodies that are visible and identifiable on aerial photographs*) including, but not limited to buildings, pavement, paved and unpaved roads and other layers with a migration from 10 to 50 engineering grade scale. This will open up Planimetric Areas of Change detection of properties and related taxes in city and zoning processing. Benefits include:

- Regular higher quality and accuracy orthophotography and planimetric data (every year). Previous contracted projects were every 3-5 years and only with Jefferson County and only accessible via internet through the public viewing system.
- Having higher accuracy imagery, buildings and streets data will help JC cities and agencies with:
 - Public Safety and Emergency Response teams (accurate and updated streets and buildings)
 - Engineering projects and field operations
 - Tax Map (parcels) Modernization project - the new 50 scale imagery and data is critical to the update parcels and cities boundaries
- JC Consortium cost sharing makes feasible for all agencies to have yearly aerial survey and mapping updates for all JC cities & agencies
- The ability for the City to import the planimetric data into the City's GIS system for better analysis of properties, ability to identify planimetric data, etc. for utilization into the City's maps.

Within this consortium, Vestavia Hills was given the projected minimum level partner contribution at a rate of 5% with a 3-year funding commitment with the understanding that if more partners are recruited, the possibility of a reduced rate could be recognized.

The GIS Consortium is requesting the following in commitments from the seven current partners for the years 2020-2022 (3-year commitment).

JC GIS Consortium Partners	G-Squared Contract Funding	
	3 years Funding Commitment	Cost Sharing by Partners %
Jefferson County Commission	\$ 679,000	35.9%
Birmingham	\$ 140,000	7.40%
JCHD	\$ 140,000	7.4%
JC 911	\$ 305,000	16.1%
911 Birmingham	\$ 305,000	16.1%
City of Hoover	\$ 132,000	7.0%
Vestavia Hills	\$ 94,000	5.0%
GIS Consortium Total	\$ 1,892,000	100%

With this the City has an option to pay a graduated cost of \$19,000 (year 2020); \$30,000 (year 2021) and \$45,000 (year 2022). The City is paying the minimum partner amount, however, all information will be provided to the City as it is for all other entities.

In order for the fly to occur during the winter months, commitment must be obtained soon. Therefore, the City Zoning Staff join together to request that the Council approve the agreement that is attached to this memorandum along with the pre-commitment of the 3-year or total \$94,000 commitment for this planimetric data.

Thank you, in advance for your consideration. If you need more information, please feel free to contact Rebecca Leavings, City Clerk.

CANCELLATION TERMS:	30 Days		
Funding Sources	Org Code: NA	Object: NA	Grant Number: NA
For Expenditures:	Original Budget: \$6,477,874.00	Current Remaining: \$6,477,874.00	After Execution: \$6,477,874.00
Contractor:	City of Vestavia		
Remittance Address:	1032 Montgomery Hwy Vestavia Hills, Al 35216		
Taxpayer ID#	63-6002218		Vendor ID# <Insert Info Here>
Dept Contact Person:	Leonid Mazur	Email: mazurl@jccal.org	Phone: 205-325-5702
Contractor Contact Person:	Jeffrey Downes	Email: jdownes@vhal.org	Phone: 205-978-0195
Contract Description:	City of Vestavia & Jefferson County Commission Orthophotography & Planimetric Data Cost Sharing Contract. County and Consortium Partner mutually desire to maintain their existing GIS data sets through regular updates, and it is in the best interest of those served by County and Consortium Partner to financially share the cost of data acquisition updates		
BID/RFP Number (if Item/service was not bid, give detailed explanation)	NA		
Payment Terms:	NA Revenue		

4997

WHEREAS, COUNTY and Consortium Partner, City of Vestavia mutually desire to maintain their existing GIS data sets through regular updates, and it is in the best interest of those served by COUNTY and Consortium Partner, City of Vestavia to financially share the cost of data acquisition updates; and

WHEREAS, COUNTY has contracted with G Squared, LLC for three years (3), until December 31, 2022, with an option to extend for one (1) additional year, to migrate existing planimetric features from 100 scale to 50 scale, to provide updated orthophotography and planimetric data; and

WHEREAS, Consortium Partner, City of Vestavia who providing funding toward the project, through economies of scale, will be able to mutually obtain the countywide data sets at a significant savings compared to one agency contracting for the services as a single entity; and

WHEREAS, Consortium Partner, City of Vestavia has committed funds toward the project as set forth in this AGREEMENT.

APPROVED BY THE
JEFFERSON COUNTY COMMISSION
DATE: 2/20/2020 174
MINUTE BOOK: 174
PAGE(S): 127

CONTRACT AGREEMENT
TERMS AND CONDITIONS
Between
Jefferson County Commission
And
The City of Vestavia Hills

Contract No. #####
Orthophotography and Planimetric Data Cost Sharing
Jefferson County, Alabama

CONTRACT FORM

THIS AGREEMENT made this ____ day of _____, 2020, by and between, Jefferson County Commission (COUNTY) with its offices at 716 Richard Arrington Jr. Blvd. N Birmingham, AL 35203 and The City of Vestavia Hills, with its offices at 1032 Montgomery Hwy, Vestavia Hills, AL 35216, hereinafter referred to as "Consortium Partner".

For the purposes of this Contract, the following terms are defined as follows:

1. "Contract" means this Agreement.
2. "Consortium Partner" means The City of Vestavia Hills.
3. "Contract Administrator" means Jefferson County Commission, and its duly authorized representatives.

WHEREAS, COUNTY and Consortium Partner mutually desire to maintain their existing GIS data sets through regular updates, and it is in the best interest of those served by COUNTY and Consortium Partner to financially share the cost of data acquisition updates; and

WHEREAS, COUNTY has contracted with G Squared, LLC for three years (3), until December 31, 2022, with an option to extend for one (1) additional year, to migrate existing planimetric features from 100 scale to 50 scale, to provide updated orthophotography and planimetric data; and

WHEREAS, Consortium Partners who providing funding toward the project, through economies of scale, will be able to mutually obtain the countywide data sets at a significant savings compared to one agency contracting for the services as a single entity; and

WHEREAS, Consortium Partner has committed funds toward the project as set forth in this AGREEMENT.

ARTICLE 1. STATEMENT OF WORK (SOW)

1. Jefferson County, Alabama 2020 - 2022 Countywide 1" = 50' Scale Photogrammetric Mapping and Orthoimagery Project SOW

The objective of the project is to establish an intergovernmental funding consortium in order to obtain new digital color orthorectified aerial photography and updated planimetric data sets for Jefferson County.

Alabama encompassing an area of approximately 1153 square miles. The data will be used for infrastructure analysis and management, property valuation, law enforcement, emergency management, land and transportation planning, permitting, stormwater management, tax mapping, preliminary engineering, and to support other business processes within agency departments. The project area shall be defined as the geographic entirety of Jefferson County.

The specifications for this project are in accordance with the Alabama Department of Revenue, Property Tax Division specifications (ADV-25), Effective June 2010. The products and/or services to be provided by COUNTY hereunder (hereinafter referred to collectively as "Deliverables") are defined below and are governed by the ALDOT/ALDOR/NMAS specifications for 1" = 100' map accuracy standards:

Products and/or Services to Be Provided (Countywide):

- Color orthophotography with 3" resolution at 1" = 50' scale in Mr. Sid and geo-tiff format
- Planimetric Map features listed in Attachment B in Microstation and ESRI Geodatabase format
- Change Detection parcel layer with Excel Spreadsheet of parcel numbers
- Updated Terrain model data for the areas of change in ESRI shapefile format

Schedule:

Year 1:

January 15, 2020 – Ground control and flight planning complete
 January 15, 2020 – March 15, 2020 – Aerial Acquisition complete
 October 1, 2020 – Orthophotography delivered
 December 31, 2021 – Planimetric Updated where areas have changed delivered
 December 31, 2021 – Data migration of existing planimetric features from 100 scale to 50 scale (in progress)

Year 2:

January 15, 2021 – Ground control and flight planning complete
 January 15, 2021 – March 15, 2021 – Aerial Acquisition complete
 October 1, 2021 – Orthophotography and Building Footprints update delivered
 December 31, 2021 – Remaining Planimetric Updated (Areas of change) delivered
 December 31, 2021 – Data migration of existing planimetric features from 100 scale to 50 scale (in progress)

Year 3:

January 15, 2022 – Ground control and flight planning complete
 January 15, 2022 – March 15, 2022 – Aerial Acquisition complete
 October 1, 2022 – Orthophotography and Building Footprints update delivered
 December 31, 2022 – Remaining Planimetric Updated (Areas of change) delivered
 December 31, 2022 – Data migration of existing planimetric features from 100 scale to 50 scale (complete)

ARTICLE 2. INSPECTION / ACCEPTANCE

Responsibility for final inspecting, approving and accepting equipment, software, data and/or services rendered by G Squared, LLC in the performance of the project deliverables shall rest solely with the COUNTY. Deliverables will be inspected for conformance with the project requirements prior to acceptance.

Consortium Partner may elect, if they so desire, to participate in contributing to the inspection process. All requests for rework of any nonconforming deliverables will be provided in writing to the COUNTY within 10 calendar days from receipt of the Deliverables.

ARTICLE 3. CONSIDERATION

Consortium Partner will pay COUNTY an amount not to exceed **Ninety Four Thousand Dollars and Zero Cents - \$94,000.00**. The price is in exchange for the COUNTY providing Consortium Partner a copy of received data products as delivered by G Squared, LLC under the Orthophotography and Planimetric Mapping Update project. These products are being provided for the countywide acquisition of orthophotography data and planimetric data set update according to ALDOR/ALDOT specification guidelines, orthorectified digital color aerial photography, photogrammetrically updated planimetric feature data sets, and LiDAR data sets.

The SCHEDULE OF PAYMENTS to be made by Consortium Partner is as follows:

For each calendar year, full payment is due to County by September 30. County shall submit its invoice by August 30th, with payment due from Consortium Partner within 30 days.

- In 2020 year the Consortium Partner payments will not exceed \$19,000
- In 2021 year the Consortium Partner payments will not exceed \$30,000
- In 2022 year the Consortium Partner payments will not exceed \$45,000

ARTICLE 4. TERM

The duration of this contract shall not exceed four years from the date of its final execution or end of the Project, whichever first occurs.

ARTICLE 5. TERMINATION

This agreement can be terminated by the COUNTY or Consortium Partner upon a thirty (30) day written notice for any reason. Upon termination of this Agreement for any reason whatsoever, Consortium Partner shall retain all data provided by the COUNTY for which payment has been received from Consortium Partner by the COUNTY prior to the termination, but Consortium Partner will remove all data provided by the COUNTY from their respective computer systems for which payment has not been received from Consortium Partner by the COUNTY.

ARTICLE 6. RIGHT OF OWNERSHIP

All items developed and delivered as a result of Article 3 under this AGREEMENT shall become the property of the funding partners as outlined below:

- o Orthorectified digital color aerial photography (owned by Jefferson County, Consortium Partner). Each party retains full ownership in the data to use as it deems appropriate.
- o Photogrammetrically updated Digital Terrain Model (owned by Jefferson County, Consortium Partner). Each party retains full ownership on the data to use as it deems appropriate.
- o Photogrammetrically updated Planimetric mapping data layers (owned by Jefferson County). Consortium Partner is granted an exclusive use license to this data. This license provides that Consortium Partner shall use the Planimetric data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.

ARTICLE 7. CONFIDENTIALITY

To the extent allowed by law, a Party may designate information to be deemed confidential because of considerations of individual privacy, safety and health, corporate proprietary claims, and other reasons in the best interests of the public or that would violate agreements with other entities.

Neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where proper degree of care has been exercised; provided, that upon discovery of such disclosure, it shall have endeavored to prevent any further inadvertent disclosure.

The receiving party shall not disclose or deliver, directly or indirectly, any technical data or product to any person to whom disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data or product to any county for which the U.S. Government or any agency requires an export license or Government approval without first obtaining such license or approval.

ARTICLE 8. FORCE MAJEURE

- a. For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.
- b. A delay in or failure of performance of either COUNTY or Consortium Partner shall not constitute a default hereunder nor be the basis for any claim for damages, if such delay or failure is caused by force majeure.
- c. The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ARTICLE 9. COMPLIANCE WITH LAWS

Both parties shall comply with known and applicable laws, regulations, ordinances and other rules of governments and governmental agencies having jurisdiction over any portion of performance under this AGREEMENT.

ARTICLE 10. WAIVERS

Any failure by either party to enforce performance of the terms and conditions of this AGREEMENT shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this AGREEMENT.

ARTICLE 11. NOTICES

Any notice or communication given pursuant to this AGREEMENT shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent prepaid via Express Mail, Federal Express or other private courier, or US certified mail, return receipt requested.

Consortium Partner agrees that any data provided will be relied upon at its own risk. COUNTY will not be responsible for incidental, consequential, or special damages, or any other damages of any type or character arising out of the use of any data, information, or products which may be furnished by the COUNTY. COUNTY does not warrant, either expressed or implied, of fitness of such data, information, or products for a particular purpose or any other use or purpose.

ARTICLE 12. NO THIRD PARTIES BENEFITED

This agreement is made and entered into solely for the benefit of the respective Parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

ARTICLE 13. GOVERNING LAW

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes it shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding.

ARTICLE 14. IMMIGRATION LAW COMPLIANCE

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.

ARTICLE 15. COMPLETE AGREEMENT

This Contract document constitutes the entire AGREEMENT between the parties. This Contract may only be amended by execution of a written bilateral amendment.

ARTICLE 16. SEVERABILITY

If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

The City of Vestavia Hills

Jeffrey Downes
Authorized Signature
Jeffrey Downes
Printed Name
City Manager
Title
12/2/19
Date

Ashley C. Curry
Authorized Signature
ASHLEY C CURRY
Printed Name
MAYOR
Title
11-26-19
Date

Jefferson County Commission

James A. Stephens
Authorized Signature
JAMES A. STEPHENS
Printed Name
PRESIDENT
Title
2/20/2020
Date

APPROVED BY THE
JEFFERSON COUNTY COMMISSION
DATE: 2/20/2020 17A
MINUTE BOOK: 174
PAGE(S): 127

INTEROFFICE MEMORANDUM

DATE: October 21, 2019

TO: Jeff Downes, City Manager

FROM: Rebecca Leavings, City Clerk/Zoning Official
 Jack Wakefield, Planner and GIS Technician
 Brian Davis, Public Services Director
 Christopher Brady, City Engineer

RE: Jefferson County GIS Consortium and G-Squared Contract

Geographic Information Services was begun in the City Clerks Office many years ago to be utilized as an informational land base and has since become an integral part of many departments including Engineering, VHPD, VHFD, Public Services, etc. The utilization of GIS is constant in our departments in order to derive information concerning all aspects of our jobs and the questions and/or requests that derive from contractors, attorneys, engineers and the general public regarding land in the City.

Recently, our department had the opportunity to join with the Jefferson County Consortium on a new partnership with G-Squared for delivery of planimetric data (*planimetric - showing only the horizontal position of features on the Earth's surface which show geographic objects, natural and cultural physical features, and entitles without topographic features such as roads, buildings, and water bodies that are visible and identifiable on aerial photographs*) including, but not limited to buildings, pavement, paved and unpaved roads and other layers with a migration from 10 to 50 engineering grade scale. This will open up Planimetric Areas of Change detection of properties and related taxes in city and zoning processing. Benefits include:

- Regular higher quality and accuracy orthophotography and planimetric data (every year). Previous contracted projects were every 3-5 years and only with Jefferson County and only accessible via internet through the public viewing system.
- Having higher accuracy imagery, buildings and streets data will help JC cities and agencies with:
 - Public Safety and Emergency Response teams (accurate and updated streets and buildings)
 - Engineering projects and field operations
 - Tax Map (parcels) Modernization project - the new 50 scale imagery and data is critical to the update parcels and cities boundaries
- JC Consortium cost sharing makes feasible for all agencies to have yearly aerial survey and mapping updates for all JC cities & agencies
- The ability for the City to import the planimetric data into the City's GIS system for better analysis of properties, ability to identify planimetric data, etc. for utilization into the City's maps.

Within this consortium, Vestavia Hills was given the projected minimum level partner contribution at a rate of 5% with a 3-year funding commitment with the understanding that if more partners are recruited, the possibility of a reduced rate could be recognized.

The GIS Consortium is requesting the following in commitments from the seven current partners for the years 2020-2022 (3-year commitment).

JC GIS Consortium Partners	G-Squared Contract Funding	
	3 years Funding Commitment	Cost Sharing by Partners %
Jefferson County Commission	\$ 679,000	35.9%
Birmingham	\$ 140,000	7.40%
JCHD	\$ 140,000	7.4%
JC 911	\$ 305,000	16.1%
911 Birmingham	\$ 305,000	16.1%
City of Hoover	\$ 132,000	7.0%
Vestavia Hills	\$ 94,000	5.0%
GIS Consortium Total	\$ 1,892,000	100%

With this the City has an option to pay a graduated cost of \$19,000 (year 2020); \$30,000 (year 2021) and \$45,000 (year 2022). The City is paying the minimum partner amount, however, all information will be provided to the City as it is for all other entities.

In order for the fly to occur during the winter months, commitment must be obtained soon. Therefore, the City Zoning Staff join together to request that the Council approve the agreement that is attached to this memorandum along with the pre-commitment of the 3-year or total \$94,000 commitment for this planimetric data.

Thank you, in advance for your consideration. If you need more information, please feel free to contact Rebecca Leavings, City Clerk.

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

October 21, 2019

By Electronic Mail

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

In Re: Proposed Contract Agreement Between Jefferson County Commission
and the City of Vestavia Hills

Dear Mr. Downes:

On October 21, 2019, City Clerk Rebecca Leavings sent to me via electronic mail a proposed Contract Agreement ("contract") between Jefferson County Commission ("County") and the City of Vestavia Hills ("Consortium Partner") with a request that a review the contract and provide my written legal opinion. The purpose of this letter is to comply with her request.

I. FACTS

The proposed contract proposes that the County and Consortium Partner will purchase updated orthophotography and planimetric data in order to maintain their respective existing GSI data sets. The contract is for a period not to exceed four (4) years. The maximum contract price for the Consortium Partner will not exceed \$94,000.00.

II. LEGAL OPINIONS

A. **VALIDITY OF CONTRACT:** The Alabama Competitive Bid Law at Title 41-16-50(b), *Code of Alabama, 1975*, permits the Jefferson County Commission and the City Council of the City of Vestavia Hills to provide by joint agreement for the purchase of labor, services or work or for the purchase or lease of materials, equipment, supplies or other personal property for use by their respective agencies. Therefore, it is my legal opinion that the County and City may legally enter into this agreement.

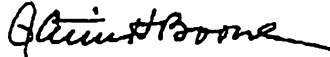
October 21, 2019

Page 2

B. TERMS, PROVISIONS AND CONDITIONS: I have carefully reviewed the proposed contract and do not have any recommended additions, deletions, changes and/or corrections. Therefore, I approve the contract as written from a legal standpoint.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick H. Boone". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by e-mail)



Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to clausandcomp@pbcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Department Requesting the Contract: Information Technology Services

Contractor Name: City of Vestavia Hills Contract Amount: \$94,000.00

Contract Term (in years): 3 Years Contract Start Date: 01/01/2020

Is this a new contract, a renewal, or an amendment? New Renewal Amendment

If this is a new contract, how many options to renew are included? 1 2 3 Other

If this is a renewal, on what date was the original contract approved by the Personnel Board? _____

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

City of Vestavia & Jefferson County Commission Orthophotography & Planimetric Data Cost Sharing Contract. County and Consortium partner mutually desire to maintain their existing GIS data sets through regular updates and it is in the best interest of those served by the County and Consortium Partner to financially share the cost of data acquisition updates. City of Vestavia will agree to help fund the project over 3 years. Funding amount is \$94,000.00.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes No
(If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.)
3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?
- Yes, but there are extenuating circumstances that must be considered (please describe them below):
- No (please clarify below how they are different):

NA

4. Please indicate whether the staffing component of the work in this contract is:
- Continuous (the work to be performed is expected to continue indefinitely).
- Temporary* (the work to be performed is temporary in nature has a defined start and end date).
- Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.*
- *If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

NA

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
 - Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).

*If "Sporadically performed," please describe the sporadic nature of the work:

NA

6. The work/service to be performed under this contract: (indicate most appropriate response)

- Has not been performed prior to the establishment of this contract.
- Has been performed previously through other contracts.
- Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

- Yes*
- No

*If "Yes," please provide the names of other public sector agencies that contract similar services.

NA

8. Does the work to be performed through the contract require equipment and/or facilities *not currently possessed* by your City/County/Agency?

- Yes*
- No

*If "Yes," please indicate the type of equipment and/or facilities *required and not possessed* to perform the work.

NA

9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

- Yes*
- No

*If "Yes," you must provide a comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): Barbara Newman Title: Administrative Services Manager

Email: newmanb@jccal.org Phone: 325-5301, ext 5923

Jurisdiction (City/County/Agency): Jefferson County Commission

Appointing Authority Signature: _____ Date: _____

RESOLUTION NUMBER 5325

A RESOLUTION RENAMING STREETS IN WALD PARK

WHEREAS, in 2019, Wald Park was completely renovated through the City's Infrastructure and Community Spaces Plan; and

WHEREAS, the roadway traversing the park stretching to a small commercial development at Montgomery Highway was found to be old portions of three previous roadways: Waldrige Road, Lee Avenue and Old Montgomery Highway; and

WHEREAS, the renovations made it necessary to rename this road into a single road name and to name a secondary street running perpendicular to this street; and

WHEREAS, recommendation was made to name the entire street running north to south through Wald Park as Waldrige Road and to name the secondary street running perpendicular to it as Waldrige Lane; and

WHEREAS, a map is marked as "Exhibit A" a copy of which is attached to and incorporated into this Resolution Number 5325 depicting both streets with the appropriate name; and

WHEREAS, the Mayor and the City Council feel is in the best interest of the public to rename and clarify that the street names "Waldrige Road" and "Waldrige Lane" and allow the City adopted signage reflecting the correct name of the street names and to notify all government agencies of the same.

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

1. The street running north to south through Wald Park also known as "Waldrige Road", "Lee Avenue" and "Old Montgomery Highway" is hereby named as "Waldrige Road;" and
2. The secondary street running perpendicular to Waldrige Road is hereby named "Waldrige Lane;" and
3. The City Manager is hereby authorized to notify all agencies of said name of street and erect City adopted signage to reflect said name; and
4. This Resolution Number 5325 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24th day of May, 2021.

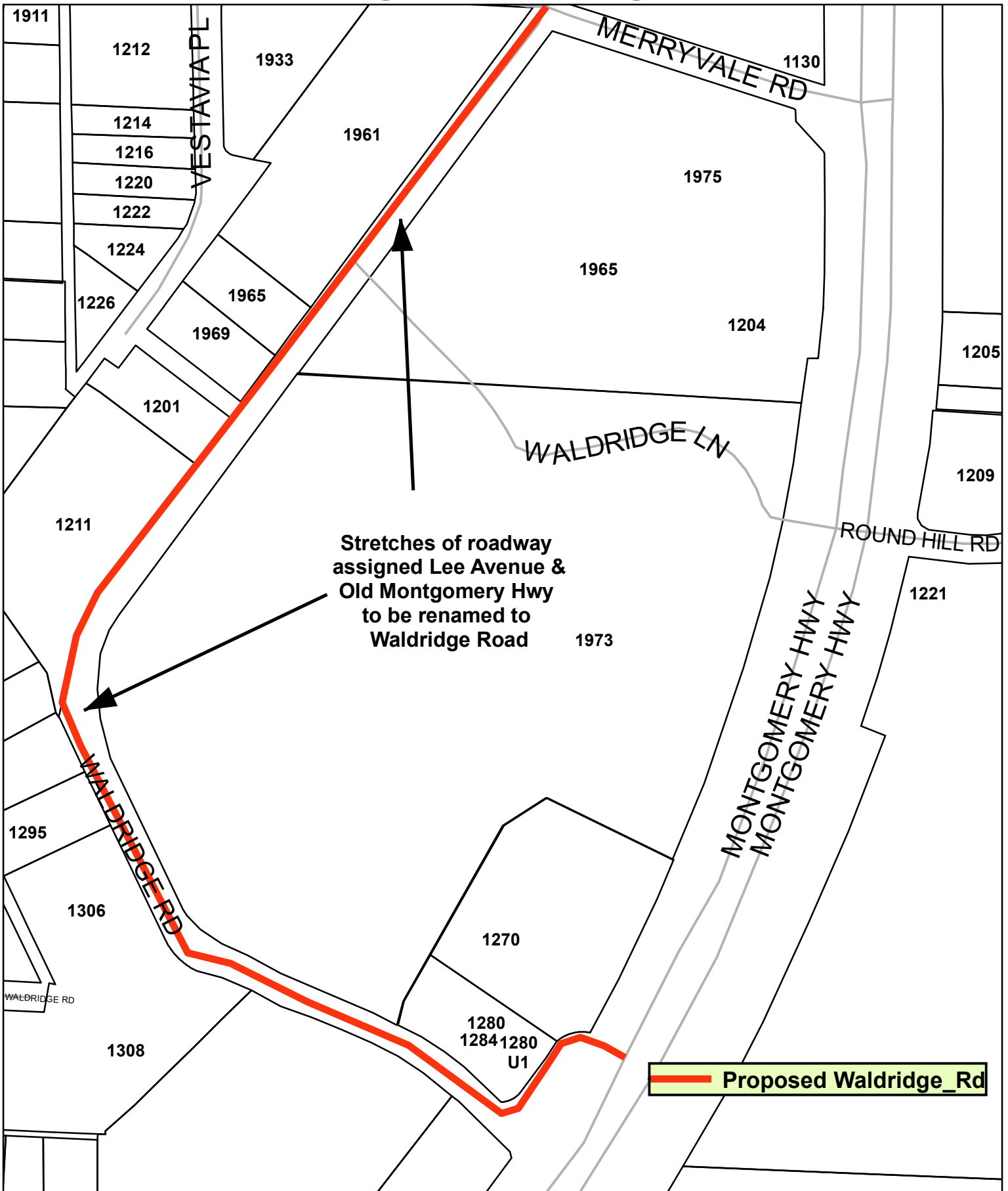
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Renaming of Waldrige Road

Exhibit A Resolution No. 5325



ORDINANCE NUMBER 3011

AN ORDINANCE TO AMEND ORDINANCE 2935 PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF.

WITNESSETH THESE HISTORICAL RECITALS:

WHEREAS, prior to November 15, 1982, the ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Eight and 21/100 Dollars (\$8.21), which consisted of the following amounts:

1.	<u>State of Alabama:</u> Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property.	\$	0.65
2.	<u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		1.35
3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.82
4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.55
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		3.88
			<hr/>
		TOTAL	\$ 8.21

and;

WHEREAS, prior to November 15, 1982, the aggregate locally approved millage for general municipal purposes and local school taxes of 38.8 mills (being at the rate of \$3.88 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	10.275
Garbage Collection	10.275
West Elementary - Warrants	3.150
High School and Operations	<u>15.100</u>

TOTAL 38.800 and;

WHEREAS, all real property in the City of Vestavia Hills, Alabama, has been reappraised; and

WHEREAS, the Tax Assessor of Jefferson County in 1982 certified to the City of Vestavia Hills that total assessed value increased from \$42,983,320.00 in 1981 to \$63,427,627.00 in 1982; and

WHEREAS, the City of Vestavia Hills, Alabama, pursuant to the authority granted by Constitutional Amendment Number 373 (Lid Bill) of the Constitution of Alabama 1901, adopted Ordinance Number 633 on November 15, 1982, which reduced the ad valorem tax rate by 7.8 mills (\$0.78 per \$100.00 of assessed value). Following the enactment of Ordinance Number 633, the total millage rate consisted of the following separate taxes:

1. State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. \$ 0.65
2. Jefferson County: One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. 1.35
3. Jefferson County Schools: Eighty-two cents on each One Hundred Dollars (\$100.00) of the assess value of such property. 0.82
4. Special School District Tax: Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property. 0.96

5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55	
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 10/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	3.10	
TOTAL		\$ 7.43	

After the adoption of Ordinance Number 633, the aggregate locally approved millage for general municipal purposes and local school district taxes of 31.0 mills (being at the rate of \$3.10 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	0.821
Garbage Collection	0.821
West Elementary - Warrants	0.252
High School and Operations	<u>1.206</u>

TOTAL 3.100 and;

WHEREAS, the Vestavia Hills Board of Education unanimously adopted a resolution requesting that the ad valorem tax millage for education purposes be returned to the pre-November 15, 1982, rates by reinstating the 3.7 mills (.37 per \$100.00 of assessed value) as follows:

West Elementary Warrants from	2.52	to	3.15
High School & Operations from	12.06	to	15.10; and

WHEREAS, said resolution was presented to the City Council on February 4, 1985; and

WHEREAS, a public hearing was held on February 11, 1985, on the issue of whether or not to reinstate the 3.7 mills for the benefit of the Vestavia Hills Board of Education; and

WHEREAS, the Vestavia Hills Board of Education has requested the City Council to return the ad valorem millage tax rates that affect the Vestavia Hills School System to those rates in force and effective immediately prior to the adoption of Ordinance Number

633 on November 15, 1982, by reinstating Thirty-Seven Cents (\$0.37) on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 12.06 High School mills (\$1.206 on each \$100.00 of assessed value) be adjusted to 15.1 mills (\$1.51 on each \$100.00 of assessed value).
2. The 2.52 West Elementary mills (\$0.252 on each \$100.00 of assessed value) be adjusted to 3.15 mills (\$0.315 on each \$100.00 of assessed value); and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, agreed to approve the request of the Board of Education by reinstating the 3.7 mills (\$0.37 per \$100.00 of assessed value). The City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 744 on February 18, 1985, which said Ordinance provided, among other things, as follows:

1. Reinstatement of 3.7 mills (0.37 on each One Hundred dollars of assessed value).
2. Established that the aggregate local millage for general municipal purposes and local school district tax rates are Three and 47/100 Dollars (\$3.47) per One Hundred Dollars (\$100.00) of the assessed value of said property.
3. That the \$3.47 local millage consists of the following:

(a) General Municipal Purposes	0.823
(b) Garbage Collection	0.823
(c) West Elementary - Warrants	0.315
(d) High School and Operations	<u>1.510</u>
TOTAL	3.470 and;
4. The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Alabama, shall amount to Seven and 80/100 Dollars (\$7.80) and shall consist of the following:

State of Alabama	\$ 0.65
Jefferson County	1.35
Jefferson County Schools	0.82
Special School District Tax	0.96
Special School District Tax	0.55
General Municipal Purpose Tax	1.96
Special Municipal School Tax	<u>1.51</u>
TOTAL	\$ 7.80

WHEREAS, the City Council of the City of Vestavia Hills subsequently desired to return the millage tax rates that affect the General Fund to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating (4.1 mills) forty-one cents on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 8.23 General Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).
2. The 8.23 Garbage Collection Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).

The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value property in the City of Vestavia Hills, Alabama, shall amount to Eight Dollars and 21 Cents (\$8.21) and shall consist of the following:

1.	<u>State of Alabama:</u> Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property.	\$	0.65
2.	<u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		1.35
3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assess value of such property.		0.82
4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.55
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		3.88
		TOTAL	\$ 8.21

WHEREAS, on May 4, 1987, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 901, which established the ad valorem

tax rate of Eight and 21/100 Dollars (\$8.21) per One Hundred Dollars (\$100.00) of assessed value as shown in the schedule immediately above; and

WHEREAS, a referendum was held in the City of Vestavia Hills, Alabama, on Tuesday, May 8, 1990, at which election the qualified electors of the city voted on the following issue:

**TEN AND ONE-HALF MILL TAX INCREASE
IN VESTAVIA HILLS, ALABAMA,
FOR PUBLIC SCHOOL PURPOSES**

Shall the ad valorem tax presently being levied in the City of Vestavia Hills, Alabama, pursuant to provisions of the Constitution and the laws of the State of Alabama, including the election held in the City on April 28, 1970, at the rate of One Dollar and Fifty-one Cents on each One Hundred Dollars worth of taxable property in the City be increased to the rate of Two Dollars and Fifty-six Cents on each One Hundred Dollars worth of taxable property in the City (an increase of One Dollar and Five Cents on each One Hundred Dollars worth of taxable property, or ten and one-half mills); such additional ten and one-half mill tax to be levied and collected for each year beginning with the levy for the tax year October 1, 1989, to September, 1990 (the tax for which year will be due and payable October 1, 1990) and ending with the levy for the tax October 1, 2016, to September 30, 2017 (the tax for which year will be due and payable October 1, 2017) and to be used by the City Board of Education of the City of Vestavia Hills for public schools purposes?

_____ For Proposed Taxation
_____ Against Proposed Taxation

The majority of the qualified electors voted "For Proposed Taxation". The specific totals were:

For Proposed Taxation	3,097
Against Proposed Taxation	3,065

Following the referendum vote on May 8, 1990, the aggregate ad valorem tax rate on each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Nine and 26/100 Dollars (\$9.26) and consisted of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		0.960
5.	Special School District Tax		0.550
6.	Local General Municipal Purpose Tax		2.055
7.	Special Municipal School Tax		2.560
8.	West Elementary		0.315
TOTAL		\$	9.260

On August 27, 1991, the voters of the City of Vestavia Hills, Alabama, elected to renew the 8.2 mill Jefferson County School ad valorem tax.

On April 28, 1992, the voters of the City of Vestavia Hills, Alabama, elected to renew the 5.5 mill Special School District ad valorem tax.

On May 3, 1993, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 1353, levying ad valorem taxes at the rate of \$9.26 per \$100.00 of assessed value on real and personal property located within the City for the period beginning October 1, 1993, and ending September 30, 1994.

On October 26, 1993, the voters of the City of Vestavia Hills, Alabama, voted in favor of a 9.6 mill increase of the 5.5 mill ad valorem tax (under Section 2 of Amendment 3, sometimes referred to as Amendment Number 3, Three Mill District Tax) to 15.1 mills.

Because of the 9.6 mill increase of the 5.5 mill ad valorem tax to 15.1 mills, the 9.6 mill ad valorem tax authorized by Amendment Number 82 of the Constitution of the State of Alabama was not renewed.

On March 11, 2014, the voters of the City of Vestavia Hills, Alabama, voted in favor of renewing the levy of the said 10.5 mill tax commencing with the tax year for which taxes will become due and payable on October 1, 2018 and for each consecutive tax year thereafter without limit as to time.

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

SECTION ONE - TAX LEVY: Taxes are hereby levied for the City tax year commencing on the first (1st) day of October 2021, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2022, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- B. A tax for public school purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- C. In summary, the aggregate local millage for general municipal purposes and local school district tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property.
- D. The local millage, for City accounting purposes, shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary - Warrants	.3150
High School and Board Operations	<u>2.5600</u>
TOTAL	4.9300

SECTION TWO - SPECIAL DISTRICT TAXES: In addition to the taxes levied in SECTION ONE above, taxes are hereby levied for the City tax year commencing on the 1st day of October, 2021, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2022, as follows:

- A. A further tax of One Dollar and Fifty-one Cents (\$1.51) of each One Hundred Dollars (\$100.00) of the assessed value of such property, in addition to the above mentioned taxes to be applied exclusively to public school purposes pursuant to the authority conferred by the Constitution and the election held on February 11, 1969; renewed on April 28, 1992, and increased to 15.1 mills on October 26, 1993.

- B. A further tax of Eighty-two Cents (\$0.82) of each One Hundred Dollars (\$100.00) of the assessed value of such property, to be used solely and only for public school purposes pursuant to the Constitution of the State of Alabama.

Should the City Council of Vestavia Hills, Alabama, have no legal authority to provide for the levy, assessment and collection of the said Special School District Taxes as described in this SECTION TWO, then in such event, this SECTION TWO shall be considered as the City's support of the Vestavia Hills Board of Education.

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2021, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2021, and shall on said date become a lien on the property subject thereto.

SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR COMPENSATION: The Tax Assessor and Tax Collector of Jefferson County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 3011, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

SECTION SEVEN - SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

SECTION EIGHT - INTENT: It is the intent of the City of Vestavia Hills, Alabama, with the passage of this Ordinance Number 3011, that the aggregate local millage for general municipal purposes and local school district tax rates be Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property and consist of the following:

Special High School Tax and Operations	\$	2.560
General Municipal Including Garbage		2.055
West Elementary		<u>.315</u>
TOTAL	\$	4.930

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, shall amount to Nine and 26/100 Dollars (\$9.26), which shall consist of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		1.510
5.	Local General Municipal Purpose Tax		2.055
6.	Special Municipal School Tax		2.560
7.	West Elementary		<u>0.315</u>
	TOTAL	\$	9.260

SECTION NINE - TAX ABATEMENT: Whereas, the City of Vestavia Hills has annexed no parcels of land with tax abatements.

SECTION 10 - EFFECTIVE DATE: This Ordinance shall become effective immediately upon its adoption and approval and is adopted and approved all in accordance with Title 11-51-40, et seq., Code of Alabama, 1975.

ADOPTED and APPROVED this the 24th day of May, 2021.

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 # 3011 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 May, 2021, 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 _____, 2021.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3012

AN ORDINANCE PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF IN SHELBY COUNTY.

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

SECTION ONE - TAX LEVY: Taxes are levied for the City tax year commencing on the first (1st) day of October, 2021, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for State taxation as shown by the books of assessment for the State and County tax year ending during the preceding year, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of value of such property;
- B. A tax for Public School purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of value of such property;
- C. In summary, the aggregate local millage for general Municipal purposes and Municipal School tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred (\$100.00) of the value of such property;
- D. The local millage for the City's accounting purposes shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary Warrants	0.3150
High School and Board Operations	<u>2.5600</u>
Total	4.9300

SECTION TWO - SHELBY TAX LEVY: Taxes are hereby levied by the Shelby County Commission §40-7-42, Code of Alabama, 1975 for the City tax year commencing on the first day of October, 2021, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County

taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2022, as follows:

- A. A tax of Fifty Cents (\$0.50) on each One Hundred Dollars (\$100.00) of the value of such property for general fund purposes;
- B. A tax of One Dollar and Sixty Cents (\$1.60) on each One Hundred Dollars (\$100.00) of the value of such property for school districts;
- C. A tax of Twenty-five Cents (\$0.25) for each One Hundred Dollars (\$100.00) of the value of such property for roads and bridges;
- D. In summary, the aggregate County millage for general purposes, countywide school taxes, and road and bridges is Two and 35/100 Dollars (\$2.35) per One Hundred Dollars (\$100.00) of the value of such property.

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Shelby County, Alabama, should amount to Seven and 93/100 Dollars (\$7.93) which shall consist of the following millages:

State of Alabama	0.650
Shelby County	0.500
Shelby County School Countywide	1.600
Shelby County Road and Bridge	0.250
General Municipal Purpose Tax	2.055
Special Municipal School Tax	2.560
West Elementary Warrants	<u>0.315</u>
Total	7.930

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2021, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2021, and shall on said date become a lien on the property subject thereto.

SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR COMPENSATION: The Tax Assessor and Tax Collector of Shelby County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 3012, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

EFFECTIVE DATE: This Ordinance shall become effective immediately upon its adoption and approval.

ADOPTED AND APPROVED this the 24th day of May, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3012 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 May, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5326

A RESOLUTION ACCEPTING A BID FOR SICARD HOLLOW ATHLETIC COMPLEX “SHAC” DOG PARK AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO SECURE SAID CONSTRUCTION

WHEREAS, Invitation to Bids were invited and publicly read on May 13, 2021 at 10:00 AM for Sicard Hollow Sports Complex “SHAC” Dog Park with two bids received; and

WHEREAS, a copy of the official bid tabulation is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5326 as if written fully therein; and

WHEREAS, recommendation was made in a letter dated May 18, 2021 from the Ed Norton, HNP Landscape Architecture, the consultant designer, recommending acceptance of the bid package submitted by The Pennington Group in the amount of \$144,655 on the basis of Base Bid acceptance and also accepting the Alternate #1 for \$25,000 for a total cost of 169,655, a copy of which is marked as “Exhibit B,” attached to and incorporated into this Resolution Number 5326 as if written fully therein; and

WHEREAS, the City Manager and the Public Services Director have reviewed the bids and have concurred with Mr. Norton’s recommendation; and

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

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

1. The bid submitted by The Pennington Group is hereby accepted as the base bid and also accepting Alternate #1; and
2. The City Manager is hereby authorized to take all actions necessary in order to secure said construction; and
3. The expense of this project shall be reimbursed by an approved Mine Reclamation Grant; and
4. This Resolution number 5326 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

BID TABULATION FORM

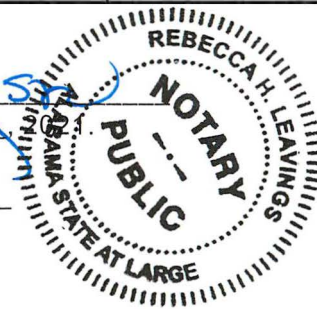
CITY OF VESTAVIA HILLS-
 SICARD HOLLOW ATHLETIC COMPLEX
 DOG PARK

Exhibit A - Resolution No. 5326

OPENING DATE AND TIME: 13 May 2021 @ 10:00am

ADD #1	BID BOND	BIDDER	BASE BID	ALTERNATE #1
yes	yes	BATTLE Miller	180,000. ⁰⁰	30,000. ⁰⁰
yes	yes	Pennington Group	144,655. ⁰⁰	25,000. ⁰⁰

STATE OF Alabama COUNTY OF Jefferson
 Subscribed and sworn to before me 13th day of May
 Notary Public: [Signature]
 My Commission expires: 7/03/2023





18 May 2021

Brian Davis, Director of Public Services
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Re: Sicard Hollow Sports Complex
Dog Park

Brian:

Our office has reviewed the Bids received and opened 13 May 2021 for the referenced Project.

Our review of the Bids shows The Pennington Group to be the lowest responsible Bidder. Therefore, it is our recommendation that the City accepts The Pennington Group's Bid and proceeds with execution of the Contract on the basis of Base Bid acceptance for the construction of the Dog Park.

The Pennington Group's Base Bid is below the Project Budget and the City should consider accepting the additive alternate and install the planting and irrigation.

Please contact me if you have any questions.

Thank you,
HNP, LLC

A handwritten signature in black ink, appearing to read "Ed Norton", with a long, sweeping flourish extending from the end of the name.

Ed Norton

RESOLUTION NUMBER 5327

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A PROPOSAL WITH GRESHAM SMITH FOR PRELIMINARY BRIDGE REDESIGN ALTERNATIVES ANALYSIS FOR THE PROPOSED PEDESTRIAN BRIDGE OVER US-31 AT WALD PARK

WHEREAS, the proposed pedestrian bridge project over US-31 at Wald Park was bid by Alabama Department of Transportation (“ALDOT”); and

WHEREAS, the bids, as designed, were rejected because of costs associated with shipping of certain specially designed materials; and

WHEREAS, ALDOT has agreed to work with City Officials on design alternatives in an attempt to re-bid the project for a more viable construction budget; and

WHEREAS, the City Manager has obtained a proposal from Gresham Smith for Preliminary Bridge Redesign Alternative Analysis for said project at a lump sum cost of \$42,400; a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5327 as if written fully therein; and

WHEREAS, the Mayor and City Council feel that it is in the best public interest to accept said proposal of the redesign analysis as detailed in Exhibit A.

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

1. That the City Manager is hereby authorized to execute and deliver the proposal detailed in the attached Exhibit A at a cost not to exceed \$42,400; and
2. Said fees shall be expensed from the City’s Capital Projects Fund; and
3. This Resolution Number 5327 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



May 13, 2021

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

Subject: Proposal for Preliminary Bridge Redesign Alternatives Analysis
Pedestrian Bridge over US-31 at Wald Park
Vestavia Hills, AL

Dear Mr. Downes:

Gresham Smith is pleased to submit this proposal to perform an analysis of different bridge alternatives for redesigning the proposed pedestrian bridge over US-31 at Wald Park. The goal of this analysis is to provide the City of Vestavia Hills and ALDOT with information on the types of alternative bridge spans that could be used, the estimated cost to design and construct those bridges and other useful information to enable the City and ALDOT to make an informed decision on which bridge type to move forward with. Gresham Smith's scope of services is shown below.

SCOPE OF SERVICES

For the redesign of the US-31 pedestrian bridge, our goal is to utilize the span arrangement and bridge support locations that were originally designed. ALDOT has already advised that they will not allow a support to be placed in the median of US-31, so we will still have to clear span US-31. Using the originally designed span arrangement, Gresham Smith bridge engineers will evaluate three (3) different superstructure alternatives including: 1) a prefabricated steel truss, 2) conventional prestressed concrete bridge beams, and 3) a conventional concrete U beam. Our goal is to evaluate beams that are conventional, readily available, and cost effective.

Our evaluation will include:

1. Options for different types and styles of prefabricated steel truss spans that are capable of spanning US-31.

Genuine Ingenuity

3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205.298.9200

GreshamSmith.com

Mr. Jeff Downes, City Manager
May 13, 2021

2. The size and type of prestressed concrete beams that are capable of spanning US-31.
3. Whether the previously designed elevation and profile of the pedestrian bridge can be retained or if and how much the elevation of the bridge would have to be raised to provide the required vertical clearance under the bridge for the different beam types.
4. Coordination with bridge beam fabricators to determine the availability, cost, transport considerations and other aspects of the beams for this project
5. Preliminary construction cost estimates for the different alternatives
6. Estimated costs for redesigning the plans for each of the alternatives
7. Information regarding how the different alternatives might impact the schedule for redesigning and re-bidding the project.
8. Aesthetic considerations.

Once our analysis is completed, we will submit our analysis to the City and ALDOT for review. We anticipate that several meetings will be needed to reach a consensus on which bridge to move forward with. We can also meet with City staff and leadership as needed to discuss the results of our analysis. During the analysis, we will also coordinate with bridge beam manufacturers, bridge contractors and ALDOT to confirm the suitability and availability of the beam options being evaluated.

DELIVERABLES

1. Preliminary plan and elevation views of the three bridge alternatives
2. Preliminary typical sections for the three bridge alternatives
3. Preliminary construction cost estimates for the three bridge alternatives
4. Preliminary redesign costs for the three bridge alternatives

COMPENSATION

Gresham Smith proposes to complete the above scope of services for the lump sum cost of \$42,400, which includes all expenses.

We are prepared to begin work on this analysis as soon as we are authorized by the City in order to keep this project moving forward. Our goal would be to complete the analysis within two months. At the completion of this analysis and when the City and ALDOT decide which bridge type to move forward with, Gresham Smith will prepare and submit a proposal to complete the redesign of the bridge using the decided-upon bridge type, make all of the necessary needed plan revisions and go back through the ALDOT plan reviews to get the project back to where it can be re-bid by ALDOT.

Mr. Jeff Downes, City Manager
May 13, 2021

If you have any questions about this proposal, please don't hesitate to contact me at 205.298.9232 or by email at blair.perry@greshamsmith.com.

Sincerely,

A handwritten signature in blue ink that reads "Blair C. Perry". The signature is written in a cursive style with a large, stylized 'P' at the end.

Blair Perry, P.E.
Principal
Alabama State Leader - Transportation Services

BP

Copy Christopher Brady – City of Vestavia Hills -
Matt Williams – Gresham Smith

RESOLUTION NUMBER 5328

A RESOLUTION AUTHORIZING ADDITIONAL FUNDING AND A TIME EXTENSION FOR THE SICARD HOLLOW ATHLETIC COMPLEX (SHAC) PEDESTRIAN TUNNEL; ALDOT #TAPAA-TA14(931)

WHEREAS, on September 19, 2019, the City entered into a contract with Gillespie Construction, LLC (“Contractor”), for construction of a pedestrian tunnel under Sicard Hollow Road at the Sicard Hollow Athletic Complex (“SHAC”) at a contract cost of \$813,589.40, ALDOT #TAPAA-TA14(931) a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5328 as if written fully therein; and

WHEREAS, during preconstruction meetings and communications with the Contractor, it was determined that a temporary road will need to be constructed to divert traffic around the work area to more efficiently manage traffic in the area during the course of construction; and

WHEREAS, the City’s Engineering team has estimated an additional cost of \$117,300 to the project based upon a proposal from Gillespie Construction, LLC dated March 1, 2021, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution Number 5328 as if written fully therein; and

WHEREAS, a time extension for the project scheduled was granted by the Alabama Department of Transportation (“ALDOT”) at the request of the Contractor to extend the project from 60 calendar days to 120 calendar days due to challenges associated with utility coordination and lane closure restrictions; and

WHEREAS, in addition to the time, this is expected to add increased Construction, Engineering and Inspection (“CE&I”) services at an additional cost of \$50,532.81; and

WHEREAS, to assist in offsetting some of these added costs, additional funding has been approved by the Birmingham MPO totaling \$160,000 with a local City match of \$40,000; and

WHEREAS, the proposed funding of the project was broken down in detail in a memorandum from Lori Beth Kearley, Assistant City Engineer, dated May 18, 2021 which is marked as Exhibit C, attached to and incorporated into this Resolution Number 5328 as if written fully therein; and

WHEREAS, a Supplemental Agreement No. 1 between the City of Vestavia Hills and Gillespie Construction LLC has been presented which details the additional construction costs and

marked as Exhibit D, attached to and incorporated into this Resolution Number 5328 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 Engineering team of the City and approve funding as detailed in the attached Exhibit C.

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

1. An additional \$117,300 is hereby appropriated for the increased construction costs associated with the construction of a temporary road is hereby approved as detailed in the attached Exhibit B; and
2. An additional \$50,532.81 in CE&I expenses is also hereby approved; and
3. The City Manager is authorized to execute and deliver the attached Supplemental Agreement No. 1 between the City of Vestavia Hills and Gillespie Construction, LLC and any and all documents necessary to secure said construction and CE&I; and
4. Said additional costs shall be expensed to the City's Capital Projects Fund and offset by the grant approved through the Birmingham MPO; and
5. This Resolution Number 5328 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CONTRACT

THIS AGREEMENT, made and entered into the 19 day of September, 2019, at Vestavia Hills, State of Alabama, by and between Gillespie Construction, LLC, hereinafter called the Contractor, and the **City of Vestavia Hills, Alabama**, and/or its assigns, hereinafter called the Owner.

WITNESSETH;

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans and specifications, Bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **PEDESTRIAN TUNNEL UNDER SICARD HOLLOW RD.**
2. That the Contractor shall commence the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*.

All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the City Engineer and his staff as Owner's representatives before payment shall be made.

3. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to additions and deductions as provided in the contractual Documents, in lawful money of the United States as follows \$ 813,589.40

4. Estimates of work completed shall be made by the Contractor each month and submitted to the Owner. Within thirty (30) calendar days after submittal by the Contractor, the owner shall make partial payments to the Contractor on the basis of the estimate of work, duly certified and approved by the City Engineer, and performed during the preceding calendar month by the Contractor, less two and a half percent (2.5%) of the amount of such estimate which is to be retained by the owner until all work (100%) has been satisfactorily completed in accordance with this agreement.

5. Upon substantial completion and inspection of all work covered by this agreement, payment of the Contract sum shall be made within thirty (30) calendar days, less retainage.

Said retainage shall be retained until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full including

a Waiver and Release of Lien on the form included in the Contract Documents; 2) Legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Jefferson County, Alabama, as approved by the Owner; 3) Final inspection by the City Engineer and final acceptance of the work by the Owner.

- 6. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.
- 7. The Contractor hereby agrees to warrant that all material and workmanship is of the quality, quantity, and character specified and shown, and that any faulty materials or workmanship made known to him within one (1) year after date of final certificate of payment shall be made good by him without additional expense to the Owner.

Failure to complete the work within the allotted Contract time will cause loss to the Owner in administrative, engineering, inspection, interest, and supervision charges. Therefore, any overrun in the Contract time, which in the opinion of the City Engineer is caused by undue delay, shall be charged to the Contractor at \$500.00 per day and deducted from the final payment.

- 8. The Owner reserves the right to terminate the contract upon written notice to the Contractor at least five (5) days prior to said termination. In the event that the Contract is terminated, the Contractor will be compensated in accordance with the bid items of the Contract and its attachment for all approved work in place.
- 9. By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

(Corporate Seal)

By: _____
 Its Ron Gillespie member

Attest: Erin Henson
 Its Erin Henson

(Seal)

City of Vestavia Hills, Alabama (Owner)

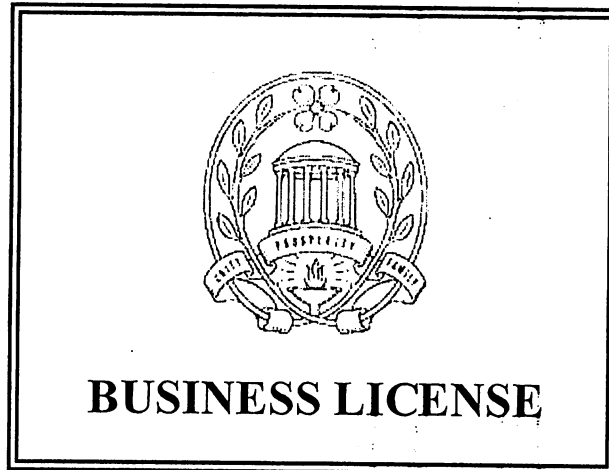
By: _____
 Jeffrey Downes, City Manager

Attest: _____



CITY OF VESTAVIA HILLS

1032 Montgomery Highway
Vestavia Hills, AL 35216



LICENSE YEAR: 2019
LICENSE TYPE: 238111 CONTRACTOR/NOT CLASSIFIED

LICENSE NUMBER: 05224
EXPIRATION DATE: 12/31/2019

FEES: \$87.00

ISSUED TO: GILLESPIE CONSTRUCTION LLC

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

GILLESPIE CONSTRUCTION LLC
4565 HWY 5

JASPER AL 35503

ADDRESS

NOTICE OF AWARD

DATED: 9-18-19

TO: Gillespie Construction, LLC
1103 Main Street, Suite A
Gardendale, AL 35071

PROJECT: **PEDESTRIAN TUNNEL UNDER SICARD HOLLOW RD**

You have been awarded a contract for **PEDESTRIAN TUNNEL UNDER SICARD HOLLOW RD.**

Within fifteen (15) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

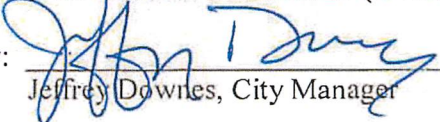
- 3 originals - Contract
- 1 original - Performance Bond (Form BM-174 – ALDOT)
- 1 original - Labor and Material Bond
- 1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions

Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully signed original of the Contract.

You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the City at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

CITY OF VESTAVIA HILLS (OWNER)

By:  _____
Jeffrey Downes, City Manager

**BOND
FOR PERFORMANCE OF THE WORKS**

STATE OF ALABAMA
CITY OF VESTAVIA HILLS

PERMIT NUMBER: _____
BOND NUMBER: 8800721

KNOWN BY ALL MEN BY THESE PRESENTS: That we Gillespie Construction LLC

_____, as Principal, and FCCI Insurance Company

_____, as Surety, are held and firmly bound unto the
CITY OF VESTAVIA HILLS, in the penal sum of Eight Hundred Thirteen Thousand Five Hundred Eighty
Nine Dollars and 40/100 (\$813,589.40)

For the payment for which well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, successors and assigns.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals, this the
19th day of September, 2019.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the
above bound principal heron, Namely, Gillespie Construction LLC this
day entered into a permit Contract as applicant with the CITY OF VESTAVIA HILLS for work
on highway right of way, attached hereto and incorporated herein, required by the City as
provided for in the permit contract, to be performed in the City of Vestavia Hills, Alabama, a
copy of which permit Contract is hereto attached.

NOW, THEREFORE, in the event the said
Gillespie Construction LLC
as such applicant shall faithfully and promptly perform the permit contract and all the conditions
and requirements thereof, then this obligation shall be null and void and of no effect, otherwise
to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said Gillespie Construction LLC
 _____, as such applicant, to promptly and efficiently
 prosecute said permit contract work in any respect, in accordance with the permit
 contract, the above bound FCCI Insurance Company as Surety, shall take charge of said work
 and complete the permit contract at their own expense, pursuant to its terms. Said Surety
 may, if they so elect, by written direction given to the City of Vestavia Hills authorize the
 City of Vestavia Hills to complete or cause to be completed the said permit contract work
 at the expense of said Surety, and such Surety hereby agrees and binds Surety to pay the
 cost and expense of the completion of such permit contract work.

In the event said Principal shall fail or delay the prosecution and completion of
 said permit contract work and said Surety shall also fail to act promptly as hereinbefore
 provided, then the City of Vestavia Hills may cause ten days notice of such failure to be
 given, either,
 either to said Principal or Surety, and at the expiration of said ten days, if said Principal or
 Surety do not proceed promptly to complete the permit contract, including all work
 provided therein, the CITY OF VESTAVIA HILLS shall have the authority to cause said
 permit contract work to be done and accomplished and when the same is completed and
 cost thereof determined, the said Principal and Surety shall and hereby agree to pay any and
 all cost of said permit contract work.

The said Principal and Surety further agree as a part of this obligation to pay all
 such damages of any kind to person or property that may result from a failure in any
 respect to perform and complete said permit Contract including all work therein provided.

The decision of the City of Vestavia Hills upon any question with the execution of the permit Contract, or any failure or delay in the prosecution of the permit contract work, attached hereto and incorporated herein by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this 19th day of September, 2019

ATTEST
[Signature]
(Name and Title)

[Signature]
(Signature of Applicant Official)

member
(Title of Officer Signing)

(Affix Seal) FCCI Insurance Company
Name of Surety

Gillespie Construction LLC
Legal Name of Applicant (Company) as Principal

4565 Highway 5, Jasper, AL 35505
Address

(205) 631-0427
Contact Number



By: [Signature]
Attorney in Fact – for Surety
Ryan R. McClendon

NOTICE TO INSURANCE PRODUCERS

Countersigned by Alabama Licensed
Insurance Producer for Surety

Please print or write legibly your name,
complete address, and license number below

[Signature]
Name (signature)

Ryan R. McClendon
Name (print)

J. Smith Lanier & Co. - 10 Inverness Center Pkwy, Ste 400, Birmingham, AL 35242
Address

198340
License Number

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)

Bond No. 8800721

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Gillespie Construction LLC

_____ , as Principal, and FCCI Insurance Company

_____ , as Surety, are held and firmly bound unto The City of Vestavia Hills and/or its assigns (hereinafter called the Owner), in the penal sum of Eight Hundred Thirteen Thousand Five Hundred Eighty Nine 40/100 Dollars (\$ 813,589.40)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Owner, dated September 19, 2019 (hereinafter called the Contract) for the **PEDESTRIAN TUNNEL UNDER SICARD HOLLOW RD**, for which Contract and the Plans and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, equipment, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or additions to said Contract noticed which modifications to the Surety being hereby waived and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said Bond, then the above obligation shall be void, otherwise to remain in full force and effect, PROVIDED, however that this Bond is subject to the following conditions and limitations.

a. Any person, firm, or corporation that has furnished labor, materials, equipment, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed, or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b. The principal and Surety hereby designate and appoint Ryan R. McClendon

(To be filled in by Surety Company)

as the agent of each of them to receive and accept service of process other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

c. The Surety shall not be liable hereunder for damage or compensation recoverable under any Workman's Compensation or Employer's Liability Statute.

d. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

e. This Bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED, AND DELIVERED THIS 19th day of September 2019.

Witness:
R. R. Mc

Gillespie Construction LLC
By: *R. R. Mc*
4565 Highway 5, Jasper, AL 35505
(205) 631-0427

Countersigned:
R. R. Mc
(Resident Agent)
Ryan R. McClendon

BONDING COMPANY:
FCCI Insurance Company
ADDRESS:
6300 University Parkway, Sarasota, FL 34240 - 3424



J. Smith Lanier & Co. - 10 Inverness Center Pkwy, Ste 400, Birmingham, AL 35242 - (205) 969-2131
COMPANY



PROPOSAL

QUANTITY	ITEM #	DESCRIPTION	UNIT	AMOUNT
2	206 E - 008	REMOVING GUARDRAIL END ANCHOR.	\$2,500.00 EA	\$5,000.00
2000	210D-021	BORROW EXCAVATION (LOOSE TRUCK BED MEASUREMENT) (A -4 OR BETTER)	\$40.00 CY	\$80,000.00
1	630C-001	GUARDRAIL END ANCHOR TYPE 8	\$2,800.00 EA	\$2,800.00
1	630C-080	GUARDRAIL END ANCHOR TYPE 20 (MASH)	\$5,500.00 EA	\$5,500.00
DATE :	4000	701 E - 001	\$3.50 LF	\$14,000.00
3 . 1 . 21	4000	701 H - 000	\$2.50 LF	\$10,000.00
LOCATION AND CONTACT :				
JASPER, AL				
PHONE : 205.544.9093 (MCKINLEE GILLESPIE)				
EMAIL : MGILLESPIE@GILLESPIECONSTRUCTION.NET				
PROJECT :				
TAPAA-TA14(931) - Sicard Hollow Road Pedestrian Tunnel				
			TOTAL PRICE - \$ 117,300.00	

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

May 18, 2021

To: Jeff Downes, City Manager

Cc: Brian Davis, Director of Public Services
Christopher Brady, City Engineer
Rebecca Leavings, City Clerk/Zoning Official

From: Lori Beth Kearley, Assistant City Engineer

RE: Sicard Hollow Road Pedestrian Tunnel - TAPAA-TA14(931)
Supplemental Agreement No. 1 with Gillespie Construction, LLC
Additional CE&I Services

The City entered into a Contract with Gillespie Construction, LLC on September 19, 2019, for construction of a pedestrian tunnel under Sicard Hollow Road at the Sicard Hollow Athletic Complex.

Based on pre-construction meetings and communication with the Contractor, it has been determined that in order to efficiently manage traffic during the course of construction, it will be necessary to build a temporary road to divert traffic around the work area. Additionally, it was determined that some of the existing guardrail needs to be replaced that was originally proposed to remain. As such, additional construction materials are required for the project.

We are requesting approval of Supplemental Agreement No. 1 to add these pay items to the Contract. It is estimated that these additional costs will add \$117,300.00 to the project. (Original Contract Amount = \$813,589.40)

Additionally, a time extension for the project schedule was granted by ALDOT per the request of the Contractor to extend the project from a 60 calendar day project to a 120 calendar day project due to challenges associated with utility coordination and lane closure restrictions in the morning and afternoons. This time extension will likely in turn require extended CE&I services from

what was previously agreed upon. We are requesting approval of the added project expense for additional CE&I services. It is estimated that the additional CE&I services will be an added cost to the project of \$50,532.81. (Original Contract Amount = \$99,408.04)

To help offset some of the added costs, additional funding has been approved by the Birmingham MPO on May 12, 2021. The additional federal funding approved totals \$160,000. We are requesting approval of an increase in the City's match of \$40,000. See below a funding breakdown:

Initial Funding Agreement dated Dec. 2014/approved via Resolution 4643, Oct. 2014

Federal Funding \$378,966.40; City Match \$94,742.00

Additional MPO Funding approved by MPO May 2019/approved via Resolution 5161, May 2019

Federal Funding Increase by \$200,000; Increase in City Match by \$50,000

Additional MPO Funding approved by MPO on 5/12/21

Federal Funding Increase by \$160,000; Requires increase in City Match by \$40,000

Current Project Cost Breakdown

Gillespie Bid	\$813,589.40
Volkert CE&I Services	\$99,408.04
Supplemental Agreement #1	\$117,300.00
Additional CE&I Services	\$ 50,532.81
Total Estimated Cost	\$1,080,830.25

Total Current Estimated Construction Cost = \$1,080,830.25 (includes \$207,465.00 non-reimbursable water line relocation labor cost)

Please let me know if you have any questions.

SUPPLEMENTAL AGREEMENT No. 1

CONTRACT BETWEEN THE CITY OF VESTAVIA HILLS AND GILLESPIE CONSTRUCTION, LLC

Whereas, the City of Vestavia Hills, Alabama, as Owner, and Gillespie Construction, LLC, as Contractor, entered into a Contract on September 19, 2019, for the construction of the Pedestrian Tunnel under Sicard Hollow Road, ALDOT #TAPAA-TA14(931).

Whereas, it has been determined that additional construction materials are required in order to build temporary travel lanes to divert traffic while the project is under construction, the following Pay Items are hereby added to the project as follows:

CONTRACT CHANGES

Add the following pay Items to the Contract:

206E-008	Removing Guardrail End Anchor	2 @ \$2,500 EA	=	\$5,000.00
210D-021	Borrow Excavation (Loose Truck Bed Measurement) (A-4 or Better)	2,000 CY @ \$40/CY	=	\$80,000.00
630C-001	Guardrail End Anchor Type 8	1 @ \$2,800 EA	=	\$2,800.00
630C-080	Guardrail End Anchor Type 20 (MASH)	1 @ \$5,500 EA	=	\$5,500.00
701E-001	Solid Temp Traffic Stripe (Paint)	4,000 LF @ \$3.50/LF	=	\$14,000.00
701H-000	Solid Traffic Stripe Removal (Paint)	4,000 LF @ \$2.50/LF	=	\$10,000.00

NET CHANGE IN ORIGINAL CONTRACT AMOUNT (ADD) = **\$117,300.00**

ORIGINAL CONTRACT AMOUNT = **\$813,589.40**

REVISED CONTRACT AMOUNT FOR THIS SUPPLEMENTAL AGREEMENT = **\$930,889.40**

Now therefore, it is agreed by both parties to change and modify the Pay Items of said Contract dated September 19, 2019, as shown herein and modify Contract Amount to \$930,889.40.

In Witness Whereof, the parties below have hereto set their hands this ___th day of June, 2021.

APPROVED

City of Vestavia Hills, Alabama (Owner)

By _____
Jeffrey Downes, City Manager

Gillespie Construction, LLC (Contractor)

By _____
Owner

CONCURRENCE

Alabama Department of Transportation

By _____
Richard Topping, Local
Transportation Construction Manager

ALDOT Cost Estimate
Project Number TAPAA-TA14(931), City of Vestavia
For Constructing the Sicard Hollow Road Pedestrian Tunnell

Attachment 1

Volkert, Inc. 2018 Alabama Department of Transportation Audited Rates
Field Overhead Rate 118.90%
Facilities Cost of Capital 0.512%
Profit 10%
Mileage Rate \$0.560 per mile

MILEAGE

CLASSIFICATION	Miles per day	Days	Mileage Rate	Billing Amount
Project Manger	35	90	0.560	\$ 1,764.00
Senior Inspector	35	130	0.560	\$ 2,548.00
Office Staff	10	30	0.560	\$ 168.00
			TOTAL MILEAGE AMOUNT	\$ 4,480.00

LABOR

NAME	CLASSIFICATION	HOURLY RATE	CONSTRUCTION TIME (HRS)	LABOR AMOUNT
Samuel Poynter	Project Manager	\$37.00	720	\$ 26,640.00
Stephen Metcalfe	Senior Inspector	\$27.96	1040	\$ 29,078.40
Justin Quinn	Level I Inspector	\$18.24	240	\$ 4,377.60
			Total Labor	\$ 60,096.00
			Field OH 118.90%	\$ 71,454.14
			Sub Total	\$ 131,550.14
			Direct Job Cost	\$ 4,480.00
			Sub Total	\$ 136,030.14
			Profit @ 10%	\$ 13,603.01
			Facilities Cost of Capitol 0.512%	\$ 307.69
			TOTAL BILLED	\$ 149,940.85

The above fee is figured on 120 Calendar Days working days or 2,000 construction hours. If the contract exceeds 120 da construction hours, the fee will increase using the rates shown above.

OWNER/CONSULTANT AGREEMENT

This Agreement made and entered into this 26th day of July, 2019 by and between the City of Vestavia Hills, Alabama, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The Consultant shall perform certain professional construction engineering and inspection services related to the City of Vestavia Hills Project TAPAA-TA14(931) for the Pedestrian Tunnel under Sicard Hollow Road in Jefferson County, Alabama, in accordance with Article I, Scope of Work, of the agreement between the Consultant and the State dated April 10, 2017 (attached as Exhibit "A").

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including laboratory and field testing of soils and materials required for construction quality control purposes.
- C. Engineering Surveys for construction to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.

- D. Observation of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.
- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The Consultant agrees to provide professional services for all services included in Article I - Scope of Services and the City agrees to pay the Consultant as compensation for its services in accordance with Article III, Payment, of the attached agreement (Exhibit "A") between the Consultant and the State. The maximum fee payable under this agreement is **ninety nine thousand four hundred eight dollars and 04 cents (\$99,408.04)**, which is based on a construction duration of sixty (60) calendar days. If the construction duration exceeds sixty (60) calendar days, the fee will be increased by supplemental agreement.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined as follows:
 - Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.
- E. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred

to in this Section B. as “Documents”) are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys’ fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER’S use of such Documents.

C. Indemnification: To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its elected public officials and employees, as OWNER, (herein collectively referred to as the “indemnitees”) from and against all damages, losses and expenses, including reasonable attorneys’ fees, provided that such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, to the extent caused by negligent professional acts or omissions of the CONSULTANT or CONSULTANT’S officers, directors, employees, agents or independent professional associates or consultants, or any of them, directly or indirectly employed by them, or anyone for whose acts as they may be liable. This indemnification shall extend to all claims, damages, losses and expenses, for injury or damage to adjacent or neighboring property to the extent they are caused by CONSULTANT’S professional negligence in its performance of the engineering work.

D. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial	\$1,000,000 per person bodily injury

General Liability	\$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

The CONSULTANT shall cause the insurance coverages described in this Section E, subparagraphs I, II, and III above to include:

- a) The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the CONSULTANT'S negligent acts or omissions during the CONSULTANT'S operations; and
 - b) The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the CONSULTANT'S negligent acts or omissions during the CONSULTANT'S completed operations; and
 - c) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
 - d) Contain no exclusions of the additional insureds relative to job accidents; and
 - e) The policies must be on an "occurrence basis."
- E. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT'S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.
- F. Successors and Assigns:
1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
 2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that

may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.

3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

G. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

H. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this

Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.

- I. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- J. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.
- K. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
- L. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of the

Tenth Judicial Circuit of Alabama, Jefferson County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

M. Immigration: By signing this Agreement, 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.

N. 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 consultant 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:

Title

OWNER

Title

Federal Employer ID # (Corporation):

Social Security # (Individual):

443-92-5546

ATTEST:

Mark Nugent

Project Manager

Volkert, Inc.

John W. Nelson

Vice President

ORDINANCE NUMBER 3009

AN ORDINANCE TO REPEAL ORDINANCE NUMBER 297 AND TO AMEND THE VESTAVIA HILLS CODE OF ORDINANCES, ARTICLE IV ENTITLED “MASSAGE PARLORS” AND TO ESTABLISH STANDARDS AND REQUIREMENTS FOR THE OPERATION OF A MASSAGE PARLOR AND MASSAGE THERAPY IN THE CITY OF VESTAVIA HILLS, ALABAMA AND TO PROVIDE FOR PENALTIES FOR VIOLATION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 297 IS HEREBY REPEALED IN ITS ENTIRETY AND THAT THE ARTICLE IV, VESTAVIA HILLS CODE OF ORDINANCES, ENTITLED “MASSAGE PARLORS” IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

Section 1. DEFINITIONS.

As used in this article, the following terms shall have the respective meaning ascribed to them:

- (a) *Massage*: The mobilization of the soft tissue which may include skin, fascia, tendons, ligaments, and muscles, for the purpose of establishing and maintaining good physical condition. The term shall include effleurage, petrissage, tapotement, compression, vibration, stretching, heliotherapy, superficial hot and cold applications, topical applications, or other therapy which involves movement either by hand, forearm, elbow, or foot, for the purpose of therapeutic massage. Massage therapy may include the external application and use of herbal or chemical preparations and lubricants such as salts, powders, liquids, nonprescription creams, mechanical devices such as T-bars, thumpers, body support systems, heat lamps, hot and cold packs, salt glow, steam cabinet baths or hydrotherapy. The term includes any massage, movement therapy, massage technology, myotherapy, massotherapy, oriental massage techniques, structural integration, or polarity therapy. The term shall not include laser therapy, microwave, injection therapy, manipulation of the joints, or any diagnosis or treatment of an illness that normally involves the practice of medicine, chiropractic, physical therapy, podiatry, nursing, midwifery, occupational therapy, veterinary, acupuncture, osteopathy, orthopedics, hypnosis, or naturopathics.

- (b) *Massage Parlor*: Any establishment having fixed place of business where any person engages in the business of giving massages or permits others to engage in such business or practice.
- (c) *Masseur or Masseuse*: Any person who, for any consideration, engage in the practice of massage as herein defined.
- (d) *Employee*: Any person, other than a masseur, who renders any service to the licensee who receives compensation directly from the licensee, and who has no physical contact with the customers and clients.
- (e) *Massage Therapist*. A person licensed in accordance with the “Alabama Massage Therapy Licensure Act” set forth in Title 34-43-1, et seq., *Code of Alabama, 1975*, pursuant to this chapter who practices or administers massage therapy or touch therapy modalities to a patron for compensation.
- (f) *Student Of Massage Therapy*: Any person currently enrolled in an Alabama massage therapy school program approved by the Alabama Board of Massage Therapy.

Section 2. LICENSE REQUIRED

No massage parlor shall be opened to members of the public or operated for any other purpose unless all of the following have been obtained:

1. The owner or other person in charge shall first have obtained an establishment license from the State of Alabama Board of Massage Therapy; and
2. The owner or other person in charge has obtained a massage therapist license granted by the State of Alabama Board of Massage Therapy; and
3. The owner or other person in charge has obtained a business license from the City of Vestavia Hills as required by City of Vestavia Hills Business License Code, as amended.

Section 3. EXCEPTIONS

This Ordinance shall not apply to hospitals, nursing homes, or to any physician, osteopath, chiropractor, physical therapist, or person of similarly licensed status, nor shall the same apply to any person administering therapy prescribed by a medical doctor to be administered to any person.

Section 4. REVOCATION AND SUSPENSION

Any license issued hereunder by the City may be revoked or suspended by the City upon the violation of any section, requirement, or provision of this article by the licensee or by any agent or employee of the licensee provided the licensee shall first be notified of said violation and be afforded a hearing before the governing body. Written notice of any violation hereunder, and any hearing thereon before the governing body may be given to any licensee by delivering said notice by hand to the licensee, or in the licensee's absence, to any adult person employed at the licensed premises or by depositing said notice, postage prepaid, in the United State mail and addressed to the licensee at the licensed premises, not less than ten (10) days prior to such hearing before the governing body.

In the event of any revocation of a license for the operation of a massage parlor in accordance with this section, said licensee shall not be entitled to the issuance of a subsequent license for the operation of a massage parlor in the City of Vestavia Hills or its police jurisdiction within twelve (12) months following the date of said revocation.

Section 5. COMPLIANCE WITH HEALTH AND SANITARY REQUIREMENTS, RULES AND REGULATIONS

Any massage parlor licensed under the provisions of this article shall, at all times, comply with all health regulations, rules and requirements, as now or hereafter promulgated by the Jefferson County Department of Health and the Alabama Board of Massage Therapy.

Section 6. INSPECTION OF PREMISES

Any premises used for the purpose of a massage parlor shall, during all hours of operation, be made open and available to inspection by the Jefferson County Health Department, the Alabama Board of Massage Therapy and the City of Vestavia Hills Police Department for the purposes of assuring compliance with the requirements of the Jefferson County Department of Health and with the requirements of this article.

Section 7. EMPLOYEES

- (a) No applicant for a license to conduct or operate a massage parlor shall be granted the same unless such persons shall first present to the Vestavia Hills Police Chief or his designee the following:
1. An Affidavit listing the name of all employees to be employed on the premises at the commencement of the business; and
 2. Prior to the annual renewal of the City's business license for said business, an affidavit listing the name of all employees presently employed on the premises shall be presented;
 3. A copy of the State of Alabama Board of Massage Therapy license for each masseur or masseuse to be employed on the premises at the commencement of the business; and
- (b) Any masseur or masseuse of any massage parlor shall, at all times while on duty or working, be able to readily provide a copy of the State of Alabama Board of Massage Therapy license.

Section 8. MASSAGE PARLOR NOT TO BE USED AS A DORMITORY

No Massage parlor shall be used as a dormitory or place of sleep, nor shall any licensee under this article permit any massage parlor to be so used.

Section 9. TREATMENT

- A. The private parts of all patrons must, at all times, be covered by towels, clothes, or undergarments when in the presence of employee, masseur, or masseuse. Any contact with a patron's genital area is strictly prohibited.
- B. No massage shall be administered or applied by any masseur or masseuse in any massage parlor, except in or upon the premise where a license is regularly displayed, and at the location designated for the operation of said massage parlor in said license.
- C. No masseur, masseuse, any employee, or attendant in any massage parlor shall apply or administer any massage or other treatment to any person behind locked doors.

Section 10. SIGN TO BE DISPLAYED

Every massage parlor shall display a legible sign not larger than permitted by the Zoning Ordinance of the City of Vestavia Hills, upon which sign words “licensed masseur” or “licensed masseuse,” or both, shall conspicuously appear thereon. Said sign shall contain letters no less than three inches (3”) in height and shall be displayed in such a manner that the words “licensed masseur” or “licensed masseuse” may be readily observed or read by persons upon entering the premises occupied by any massage parlor. No massage parlor shall operate under any name or conduct its operation under any designation not specified in its license issued by the City of Vestavia Hills in accordance with this ordinance.

Section 11. CLEANLINESS, DRESS OF EMPLOYEES, APPLIANCES, FURNISHINGS AND MATERIALS

- (a) No towels, wash cloths, or other linen items shall come in contact with the body or any part thereof of any customer or patron at a massage parlor that has not been boiled and laundered since last used; and
- (b) Every person applying or administering massages shall cleanse his or her hands thoroughly by washing same with soap and hot water before attending or massaging any person; and
- (c) Any person while applying or administering massages shall be clothed from shoulders to the knees by a robe, smock, or other opaque apparel so that the patron or customer shall be protected from bodily contact with the person applying or administering the massage except for the hands and arms of said person applying or administering said massage; and
- (d) Any massage parlor licensed pursuant to this Ordinance shall be equipped with running hot and cold water, and with all appliances, furnishings and materials as may be necessary to enable persons employed in and about said massage parlor to comply with the provisions of this Ordinance.

Section 12. PENALTIES.

It shall be unlawful to violate any of the terms and provisions of this Ordinance. Any person, firm or corporation violating any of the said terms and provision of this Ordinance shall

upon conviction, be punished in accordance with Title 11-45-9, Code of Alabama, 1975, for a misdemeanor violation for each such offense. Each day any violation of this Ordinance shall constitute a separate offense.

Section 13. SEVERABILITY CLAUSE.

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of same shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 14. REPEALER CLAUSE.

Any Ordinance heretofore adopted by the City Council of the City of Vestavia Hills, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 15. EFFECTIVE DATE.

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

DONE, ORDERED, ADOPTED and APPROVED this 14th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3009 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 _____ day of _____, 20____, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the 14th day of June, 2021.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3010

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH THE CITY OF HOMEWOOD FOR MUTUAL AID AND EQUIPMENT SHARING OF THE FIRE DEPARTMENT

WHEREAS, the City of Vestavia Hills, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Title 11-43-140, *Code of Alabama, 1975*; and

WHEREAS, the City of Homewood, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Title 11-43-140, *Code of Alabama, 1975*; and

WHEREAS, Alabama law at Title 11-43-141, *Code of Alabama, 1975*, authorizes municipal firemen to assist in emergencies beyond the corporate city limits; and

WHEREAS, Alabama at Title 11-102-1, *Code of Alabama, 1975*, authorizes municipalities to enter into written contracts with counties or other municipalities for emergency aid services; and

WHEREAS, City Ordinance Number 2280 enacted on November 23, 2009 allows the Vestavia Hills Fire Department to assist another fire department, emergency management agency or public safety agency through mutual aid or automatic aid agreement; and

WHEREAS, the Fire Departments of the Cities of Vestavia Hills, Alabama and Homewood, Alabama desire for their respective municipalities to enter into a written agreement, which will provide, among other things, that the two Fire Departments may lend and borrow fire trucks and other firefighting equipment when needed; and

WHEREAS, the City of Vestavia Hills, Alabama ("Vestavia Hills") and the City of Homewood, Alabama ("Homewood") agree to lend/borrow fire trucks and firefighting equipment and wish to reduce their agreement to writing, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3010 as if written fully therein; and

WHEREAS, the Mayor and the City Council feel it is in the best interest of the public to execute and deliver said mutual aid agreement.

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 and deliver the agreement detailed in the attached Exhibit A; and
2. The agreement, upon execution, shall be filed with the City Clerk of each municipality; and
3. This Ordinance Number 3010 shall become effective immediately upon adoption and publishing/posted as required by Alabama law.

ADOPTED and APPROVED this the 14th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**STATE OF ALABAMA
JEFFERSON COUNTY**

AGREEMENT

WITNESSETH THIS AGREEMENT, made and entered into on this the _____ day of May, 2021, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter referred to as “Vestavia Hills”), and the City of Homewood, Alabama, a municipal corporation (hereinafter referred to as “Homewood”).

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Title 11-43-140, *Code of Alabama, 1975*; and

WHEREAS, the City of Homewood, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Title 11-43-140, *Code of Alabama, 1975*; and

WHEREAS, Alabama law at Title 11-43-141, *Code of Alabama, 1975*, authorizes municipal firemen to assist in emergencies beyond the corporate city limits; and

WHEREAS, Alabama at Title 11-102-1, *Code of Alabama, 1975*, authorizes municipalities to enter into written contracts with counties or other municipalities for emergency aid services; and

WHEREAS, City Ordinance Number 2280 enacted on November 23, 2009 allows the Vestavia Hills Fire Department to assist another fire department, emergency management agency or public safety agency through mutual aid or automatic aid agreement; and

WHEREAS, the Fire Departments of the Cities of Vestavia Hills, Alabama and Homewood, Alabama desire for their respective municipalities to enter into a written agreement, which will provide, among other things, that the two Fire Departments may lend and borrow fire trucks and other firefighting equipment when needed; and

WHEREAS, the City of Vestavia Hills, Alabama (“Vestavia Hills”) and the City of Homewood, Alabama (“Homewood”) agree to lend/borrow fire trucks and firefighting equipment and wish to reduce their agreement 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 of which is hereby acknowledged by each of the parties hereto, the City of Vestavia Hills, Alabama and the City of Homewood, Alabama hereby mutually agree as follows:

1. RECITALS: The recitals set forth in the premises above are hereby incorporated into this Agreement by reference as though set out fully herein.

2. **VESTAVIA HILLS AS LENDER:** The City of Vestavia Hills Fire Department is hereby authorized to lend its fire trucks and other firefighting equipment to the City of Homewood Fire Department whenever the necessity arises during any emergency resulting from fire or other public disaster.

3. **HOMEWOOD AS BORROWER:** If the City of Homewood Fire Department borrows from and uses the fire trucks and other firefighting equipment owned by the City of Vestavia Hills, then in such event the city of Homewood Fire Department shall, when the fire is extinguished and the emergency ended, promptly deliver the said fire trucks and other firefighting equipment back to the City of Vestavia Hills in good repair and condition, reasonable wear and tear excepted. Should the said fire trucks and/or other firefighting equipment be damaged or destroyed during such use, then in such event the City of Homewood Fire Department shall be solely responsible for the repair or replacement thereof.

4. **HOMEWOOD AS LENDER:** The City of Homewood Fire Department is hereby authorized to lend its fire trucks and other firefighting equipment to the City of Vestavia Hills Fire Department whenever the necessity arises during any emergency resulting from fire or other public disaster.

5. **VESTAVIA HILLS AS BORROWER:** If the City of Vestavia Hills Fire Department borrows from and uses the fire trucks and other firefighting equipment owned by the City of Homewood, then in such event the city of Vestavia Hills Fire Department shall, when the fire is extinguished and the emergency ended, promptly deliver the said fire trucks and other firefighting equipment back to the City of Homewood in good repair and condition, reasonable wear and tear excepted. Should the said fire trucks and/or other firefighting equipment be damaged or destroyed during such use, then in such event the City of Vestavia Hills Fire Department shall be solely responsible for the repair or replacement thereof.

6. **MISCELLANEOUS**

A. **NON WAIVER:** The failure of Vestavia Hills or Homewood 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 MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this contract shall not be valid unless in writing and signed by the Cities of Vestavia Hills and Homewood. This agreement may be amended at any time by written agreement of the parties signatory hereto.

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:

If to Vestavia Hills: Jeffrey D. Downes, City Manager
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216
Telephone No. 205-978-0195
E-Mail: jdownes@vhal.org

If to Homewood: Patrick McClusky, Mayor
Homewood City Hall
2850 – 19th Street South
Homewood, Alabama 35209
Telephone No. 205- 746-4695
E-Mail: patrick.mcclusky@homewoodal.org

D. CONSTRUCTION OF TERMS: The Cities of Vestavia Hills and Homewood negotiated the terms, provisions and conditions of this agreement and both parties had the equal opportunity for input for the drafting of this agreement. Therefore, any ambiguities of this agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this agreement.

E. GOVERNING LAW: This agreement 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 agreement 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 agreement shall inure to the benefit of, and shall be binding upon the Cities of Vestavia Hills and Homewood, and their heirs, successors and assigns.

I. SEVERABILITY: In the event any provision of this agreement 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 Agreement contains the entire agreement between the Cities of Vestavia Hills and Homewood, Alabama.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and the City of Homewood, Alabama, a municipal corporation, have hereunto caused this

Agreement
Page 4

Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the _____ day of May, 2021.

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CITY OF HOMEWOOD, ALABAMA
A Municipal Corporation

By _____
Patrick McClusky
Its Mayor

ATTESTED

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of May, 2021.

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

Given under my hand and official seal, this the _____ day of May, 2021.

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 Patrick McClusky, whose name as Mayor of the City of Homewood, Alabama, a municipal corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Homewood, Alabama.

Given under my hand and official seal, this the _____ day of May, 2021.

Notary Public

My Commission Expires:

SEAL

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

May 4, 2021

By Electronic Mail

Fire Chief Marvin Green
Vestavia Hills Fire Department
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Agreement Between Cities of Vestavia Hills and Homewood, Alabama

Dear Chief Green:

I forward you suggested draft of Agreement by and between the Cities of Vestavia Hills ("Vestavia Hills") and Homewood ("Homewood") regarding lending/borrowing of fire trucks and other firefighting equipment whenever the necessity arises during any emergency resulting from fire or other public disaster.

It is my understanding that an agreement of this nature will give both municipalities a better fire rating resulting in savings to property owners for fire insurance premiums. Please review the document and advise me if this is what you want.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Attachment

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