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**Vestavia Hills
City Council Agenda
June 14, 2021
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – David Phillips, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation – Flag Day – June 14, 2021
8. Presentation – Morgan Emahiser, Child Care Resources
9. City Manager’s Report
10. Councilors’ Reports
11. Financial Reports – Melvin Turner, III, Finance Director
12. Approval Of Minutes – May 17, 2021 (Work Session) and May 24, 2021 (Regular Meeting)

Old Business

13. 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*)
14. 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*)
15. 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*)
16. 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)*

17. 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)*

New Business

New Business (Requesting Unanimous Consent)

18. Resolution Number 5329 – Authorizing The City Manager To Purchase Equipment For The Vestavia Hills Police Department With Funding From A Vestavia Hills Sunrise Rotary Club Gift Not To Exceed \$8,000 *(public hearing)*
19. Resolution Number 5331 – A Resolution Authorizing A Change Order In The Crosshaven Drive Project For Replacement Of A 60” Pipe In Imminent Danger Of Failure And Declaring Such Replacement As An Emergency Situation And A Significant Public Safety Hazard *(public hearing)*

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

20. Resolution Number 5330 – A Resolution vacating a drainage easement located at 1806 Vestwood Hills Circle; Lot 16, Vestwood Hills; Paul Bruno & Elizabeth Bruno, Owners *(public hearing)*
21. Ordinance Number 3013 – Annexation – 90 Day Final – 3632 Dabney Drive; Lot 16, Altadena Forest Estates, 5th Sector; Vita Marshman, Owner *(public hearing)*
22. Ordinance Number 3014 – Rezoning – 3632 Dabney Drive; Lot 16, Altadena Forest Estates, 5th Sector; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Vita Marshman, Owner *(public hearing)*
23. Ordinance Number 3015 – Annexation – 90 Day Final – 1700 Shades Crest Road; Whitney Holland (Owner) *(public hearing)*
24. Ordinance Number 3016 – Rezoning – 1700 Shades Crest Road; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Whitney Holland, Owner *(public hearing)*
25. Ordinance Number 3017 – Annexation – 90 Day Final – 2819 Acton Place; Lindsay And Jake Brown, Owners *(public hearing)*
26. Ordinance Number 3018 – Rezoning – 2819 Acton Place; Rezone From Jefferson County E-1 To Vestavia Hills R-1; Lindsay And Jake Brown, Owner *(public hearing)*
27. Ordinance Number 3019 – Annexation – 90 Day Final – 2632 Alta Vista Circle; Lots 15 & 16, Altadena Country Club Sector; Victor Maldonado, Owner *(public hearing)*

28. Ordinance Number 3020 – Annexation – 90 Day Final – 2600 Alta Vista Circle Lot 8, Altadena Valley Country Club Sector; Mark And Hillary Smith, Owners (*public hearing*)
29. Ordinance Number 3021 – 2632, 2624, And 2600 Alta Vista Circe; Lots 14, 15, 16 And 8, Altadena Valley Country Club Sector, Rezoning From Shelby County E-1 To Vestavia Hills R-2; Victor Maldonado And Mark And Hillary Smith, Owners (*public hearing*)
30. Citizens Comments
31. Adjournment

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

Due to the COVID-19 safety advice given by the ADPH, 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.

WHEREAS, by Act of the Continental Congress of the United States dated June 14, 1777, the first official Flag of the United States was adopted; and

WHEREAS, by Act of Congress dated August 3, 1949, June 14 of each year was designated “National Flag Day”; and

WHEREAS, the Congress has requested the President to issue annually a proclamation designating the week in which June 14 occurs as “National Flag Week”; and

WHEREAS, on December 8, 1982 the National Flag Day Foundation was chartered to conduct educational programs and to encourage all Americans to Pause for the Pledge of Allegiance on Flag Day, June 14; and

WHEREAS, Flag Day celebrates our Nation’s symbol of unity, a democracy in a republic, and stands for our Country’s devotion to freedom, to the rule of all, and to equal rights for all;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim June 14, 2021 as

FLAG DAY

and urge all of our residents to observe Flag Day through Independence Day as a time to honor America, to celebrate our heritage in public gatherings and activities, and to publicly recite the Pledge of Allegiance to the Flag of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 8th day of June 2021.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

MAY 17, 2021

The City Council of Vestavia Hills met in a regular work 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 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

MEMBERS ABSENT:

Paul J. Head, Councilor
Rusty Weaver, Mayor Pro-Tem

OTHERS OFFICIALS PRESENT:

Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Michael Keller, Police Lt.
Umang Patel, Court Director
Brian Davis, Public Services Director
Shane Ware, Police Captain
Marvin Green, Fire Chief
Lori Beth Kearley, Asst. City Engineer
Melvin Turner, III, Finance Director

The Mayor called the work session to order.

ALDOT UPDATE REGARDING STATE HIGHWAY 280

DeJarvis Leonard, ALDOT, began discussion regarding the bidding of the proposed Highway 31 pedestrian bridge. He stated they think there might be a path forward in the

way of a redesign for a lesser price, and they will work with city officials to find a way to advance the project.

Discussion ensued regarding how long it will take to rework the design. Mr. Downes explained that the Council will get to review the alternatives before proceeding, but there is no estimated construction date at this time.

Mr. Leonard stated that ALDOT is looking at making improvements along Highway 280 and he presented the plan to the Council. The goal would be to get a better level of service along Highway 280.

Richard Caudle, Skipper Consultants, gave a brief background of their involvement with the traffic engineering on the Highway 280 project. He stated that they have worked with ALDOT and Mr. Leonard to design a three-phase approach to improvements along Highway 280. He stated that Phase I of the three-phase project will add an extra lane to each side of 280. Phase II will widen the Pumphouse Road bridge. The last phase will extend an extra lane all the way to the Summit. This is 100% state-funded and will require no local matches. He stated that there are on-going efforts to work with property owners along 280 and the plans are in a state of flux. He explained the aspects of the plan.

Discussion ensued.

PROPOSED UPDATED MASSAGE PARLOR ORDINANCE

Lt. Keller, VHPD, led this conversation. Copies of the proposed ordinance were distributed to the Council. He gave a brief overview of the operation and recent shut-downs of massage establishments in the City. He stated that these recent events made it clear that the existing ordinance, drafted in the 70s, needed updating.

He went through the newer proposed Ordinance and highlighted the changes that were made which included updating definitions to broaden the definition of this type of establishment.

Mr. Patel, Court Director, indicated that the City Prosecutor reviewed this and recommended approval.

Discussion ensued relative to penalties. Lt. Keller explained.

HOLIDAY LIGHTS

Brian Davis, Public Services Director, stated that he reviewed the prospect of new holiday decorations for the City. He stated that, after a lot of review, he located a company that qualified for cooperative bidding, so that the city will not have to go out for bid. He indicated, in his review, that these decorations are all priced relatively the same. He

explained his plans for decorations and indicated that the city will need about 119 decorations at a cost of about \$60K-\$70K.

Discussion ensued into the participation of other groups including the Beautification Board, Chamber of Commerce, and others who might have an interest in supporting and guiding the effort.

Mrs. Cook asked if the City could conduct a survey of residents to determine what they like best.

Mr. Downes asked the Council if it were enough of a priority that the council would support buying new decorations up to \$70,000. This would upgrade the existing 30-year old decorations to newer, LED light fixtures.

Mrs. Cook asked about decorations for the entrances to the City. Mr. Davis explained the decorating at the southern end is done by a contractor for the City. He stated they could price that out to see how much it would cost. She encouraged all public areas visible from Montgomery Highway should be reviewed.

Brief discussions ensued concerning updates on Community Spaces Projects including the widening of Crosshaven and the naming of the former Gold's Gym. Councilors present agreed the use of "Civic Center" would be appropriate.

There being no further business, the work session adjourned at 7:02 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 24, 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
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor*
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Brian Davis, Public Services Director
Lori Beth Kearley, Asst. Engineer
Marvin Green, Fire Chief
Melvin Turner, III, Finance Director
George Sawaya, Asst. Finance Director
Cinnamon McCulley, Communications Specialist
**present via Zoom or telephone*

Tom Bell, 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 Mr. Weaver seconded by Mr. Pierce. Roll call vote was, as follows:

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

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mr. Pierce welcomed Taylor Burton, Vestavia Hills Chamber of Commerce Board member, who was attending the meeting in person.
- Mr. Pierce announced that the “I Love America Day” celebration will be Thursday, June 24, 2021, beginning at 6 PM. There will be a ribbon-cutting of the Grand Lawn at Wald Park with free swim, children’s activities and fireworks.
- Mr. Head stated that the Vestavia Hills Aquatic Center will be opening Saturday.

CITY MANAGER’S REPORT

- None.

COUNCILOR REPORTS

- Mrs. Cook reported that David Howard was hired as principal of the Vestavia Hills Freshman Campus and Danielle Tinker was named as the new principal at Vestavia Hills Elementary Cahaba Heights.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for month ending April 2021. He read and explained the balances.

Mrs. Cook asked where the largest increase of sales taxes appear to be derived from. Mr. Turner explained that the top revenue producers are brick-and-mortar stores.

APPROVAL OF MINUTES

The Mayor opened the floor for approval of the following minutes: May 10, 2021 (Work Session) and May 10, 2021 (Regular Meeting).

MOTION Motion to approve the minutes of May 10, 2021 (Work Session) and May 10, 2021 (Regular Meeting) was by Mrs. Cook and seconded by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – abstain

Mayor Curry – yes

motion carried.

OLD BUSINESS

ORDINANCE NUMBER 3007

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)

MOTION Motion to approve Ordinance Number 3007 was by Mr. Pierce and seconded by Mr. Head

Mr. Weaver explained that this development was presented to Planning and Zoning and was recommended for approval. He stated that there has been a home on this property for years and the request is to tear down the existing structure, resurvey the property back to the original 50' lots and build 4 homes. He indicated that the rest of this block is built upon those old lots.

Chris Eckroate, Engineer, and Kim Parker, Owner, were both present in regard to this request.

Mr. Pierce asked about drainage. Mr. Eckroate stated that they have worked with the City engineers to ensure stormwater drainage meets MS4 permit standards.

Mr. Boone asked if, in the future, whether the owners would approve the improvement of the alley behind the lots.

Mr. Eckroate explained that area will be improved with drivable pavement for access to each home and the property owners will be responsible for all maintenance.

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

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

ORDINANCE NUMBER 3008

Ordinance Number 3008 – An Ordinance Authorizing The Formation Of The Cahaba Solid Waste Disposal Authority (public hearing)

MOTION Motion to approve Ordinance Number 3008 was by Mr. Pierce and seconded by Mrs. Cook.

The Mayor stated that this was discussed, at length, at the previous work session. He stated that there is no obligation to the City, and it is an opportunity to see if better sanitation options can be available to the participating cities through collaboration. He stated this does not affect the City's present contract but might help in future contracts.

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

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

RESOLUTION NUMBER 5322

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

MOTION Motion to approve Resolution Number 5322 was by Mr. Weaver and seconded by Mrs. Cook.

The Mayor stated that this Resolution requires that the Council approve the City's representative on the CSWD Authority. He recommended Mr. Downes as the City's representative on the Authority and stated that Mr. Downes knows the most about our sanitation contract and also has great ideas for how to obtain the greatest benefit from the initiative. He asked for an amendment to put Mr. Downes into the Resolution.

MOTION Motion to amend Resolution Number 5322 to insert Mr. Downes as the City's representative was made by Mrs. Cook and seconded by Mr. Weaver. Roll call vote with the following:

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

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

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

NEW BUSINESS

RESOLUTION NUMBER 5182-A

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)

MOTION Motion to approve Resolution Number 5182-A was by Mr. Weaver and seconded by Mr. Pierce.

Ms. Leavings, City Clerk, explained that the Council approved a vacation of a storm drainage easement in 2019 in the Southbend subdivision. After the home was constructed and they were ready to close, it was discovered that the legal description in the Resolution was not correct. This Resolution corrects that legal description.

Mr. Weaver asked when the error was discovered.

Taylor Burton, the developer of the subdivision indicated that the title company caught it.

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

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

RESOLUTION NUMBER 5323

Resolution Number 5323 – A Resolution Determining Certain Property Is Surplus And Authorizing The City Manager To Dispose/Sell Said Property

MOTION Motion to approve Resolution Number 5323 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor stated that this Resolution declares a Police vehicle and some obsolete computer equipment from the Library in the Forest as obsolete and allows them to be sold.

Mrs. Cook asked that a detailed listing be attached for the record instead of the abbreviated one that is included.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes

Mayor Curry – yes

motion carried.

RESOLUTION NUMBER 5324

Resolution Number 5324 – A Resolution Authorizing Payment To Jefferson County Commission For Planimetric GIS Data Pursuant To Ordinance Number 2899

MOTION Motion to approve Resolution Number 5324 was by Mr. Weaver and seconded by Mrs. Cook.

The Mayor stated that the Council approved a three-year payment plan for updated ortho photography for the City’s GIS system. The first payment was made last year, but, the funding for this year’s payment was not included in the budget. This Resolution will clear the way for the payment to be made.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

RESOLUTION NUMBER 5325

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”

MOTION Motion to approve Resolution Number 5325 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor stated that this Resolution names the roads in Wald Park as redesigned in the improvements made to the Park.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

ORDINANCE NUMBER 3011

Ordinance Number 3011 – Jefferson County Tax Levy

MOTION Motion to approve Ordinance Number 3011 was by Mr. Pierce and seconded by Mrs. Cook

The Mayor stated that this Ordinance is done annually and authorizes the County to assess and collect ad valorem taxes for the City on parcels located in Jefferson County.

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

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

ORDINANCE NUMBER 3012

Ordinance Number 3012 – Shelby County Tax Levy

MOTION Motion to approve Ordinance Number 3012 was by Mrs. Cook, and seconded by Mr. Weaver.

The Mayor stated that this Ordinance is done annually and authorizes the County to assess and collect ad valorem taxes for the City on parcels located in Shelby County.

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

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

- 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)
- 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)

- 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)
- 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)
- 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)

CITIZEN COMMENTS

None.

At 6:32 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 6:33 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

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

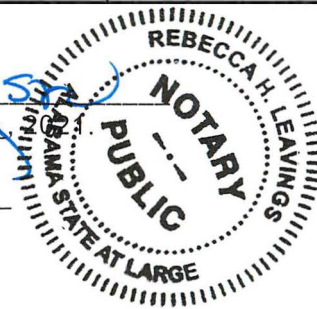
CITY OF VESTAVIA HILLS-
 SICARD HOLLOW ATHLETIC COMPLEX
 DOG PARK

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, looped '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

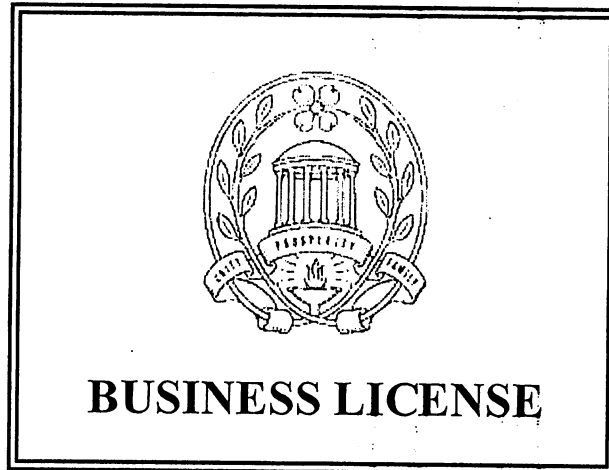
Attest: _____



PEDESTRIAN TUNNEL UNDER
SICARD HOLLOW RD
ALDOT Project TAPAA-TA14(931)

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:

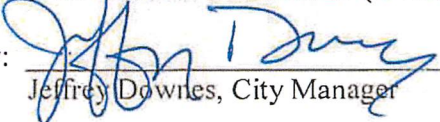
- 3 originals - Contract
- 1 original - Performance Bond (Form BM-174 – ALDOT)
- 1 original - Labor and Material Bond
- 1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions

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.)

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.

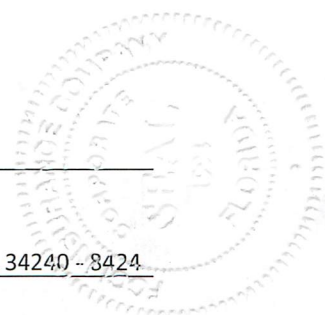
SIGNED, SEALED, AND DELIVERED THIS 19th day of September 2019.

Witness:
R. R. Mc

Gillespie Construction LLC
By: [Signature]
_____ 4565 Highway 5, Jasper, AL 35505
_____ (205) 631-0427

Countersigned:
[Signature]
_____ (Resident Agent)
Ryan R. McClendon

BONDING COMPANY:
_____ FCCI Insurance Company
ADDRESS:
_____ 6300 University Parkway, Sarasota, FL 34240 - 8424



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	SOLID TEMP TRAFFIC STRIPE (PAINT)	\$3.50 LF	\$14,000.00
3 . 1 . 21	4000	701 H - 000	SOLID TRAFFIC STRIPE REMOVAL (PAINT)	\$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
<u>Additional CE&I Services</u>	<u>\$ 50,532.81</u>
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)

RESOLUTION NUMBER 5329

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE
POLICE EQUIPMENT FUNDED BY A GIFT FROM THE VESTAVIA
HILLS SUNRISE ROTARY CLUB**

WHEREAS, the Vestavia Hills Sunrise Rotary Club (“Rotary Club”) has generously gifted \$8,000 to the Vestavia Hills Police Department (“VHPD”) for the immediate purchase of equipment; and

WHEREAS, in a memorandum dated June 3, 2021 from the Police Chief, several items were identified to be needed by the VHPD, a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5329 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it would be in the best interest of the public that said equipment be purchased as detailed.

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

1. The City Manager is hereby authorized to expend an amount not to exceed \$8,000 for the purchase of equipment detailed in the attached Exhibit A; and
2. Said purchase shall be funded through the gift given by the Rotary Club; and
3. This Resolution Number 5329 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

06/03/21

To: Jeff Downes

From: Dan Rary

Re: Unanimous Consent request for the City Council Agenda.

Please accept this request for the below listed item to be placed on the agenda for the City Council's consideration for unanimous consent approval.

The Vestavia Hills Sunrise Rotary Club has generously gifted \$8,000.00 to the Vestavia Hills Police Department for immediate use to purchase equipment.

The funds will be used to purchase two PTM-166 FLIR (Forward Looking Infrared) monocular devices, a NEC 75" Interactive Collaboration Whiteboard and miscellaneous accessories for the use of the police department. The amount to be spent will not exceed \$8,000.00.

Please contact me with any questions or concerns.

Thank you, Chief Dan Rary ext. #1109

RESOLUTION NUMBER 5331

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE CROSSHAVEN DRIVE PROJECT FOR REPLACEMENT OF A 60” PIPE IN IMMINENT DANGER OF FAILURE AND DECLARING SUCH REPLACEMENT AS AN EMERGENCY SITUATION AND A SIGNIFICANT PUBLIC SAFETY HAZARD

WHEREAS, on March 30, 2020, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Resolution Number 5231 accepting a bid from Tortorigi Construction (“Tortorigi”) in the amount of \$4,567,312.00; and

WHEREAS, on June 18, 2020, Tortorigi and the City of Vestavia Hills entered into an executed contract for said Crosshaven Drive improvements; and

WHEREAS, a 60” stormwater drain pipe currently exists within the public right-of-way on Crosshaven Dr just south of Green Valley Rd. As construction of the Crosshaven Drive Improvement Project has progressed, it was determined, by engineers, that said pipe is in imminent danger of failure representing a significant public safety hazard; and

WHEREAS, The City of Vestavia Hills is currently under a unit-based contract with Tortorigi for the road improvement project along Crosshaven Rd. The City has determined that approval of a unit-based change order to that contract expanding the scope of work to include replacement of the above-described 60” pipe is the most efficient and effective means to resolve the issue as soon as possible; and

WHEREAS, due to the safety risk and emergency nature of this pipe replacement, the City Council authorizes and approved all necessary actions to declare this situation as an emergency and allow the execution of a contract change-order with Tortorigi that is estimated not to exceed a cost of \$50,000; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to declare said pipe replacement as an emergency situation that needs immediate replacement.

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

1. The City Council finds and determines that the situation described in the premises above constitute an emergency within the meaning of the Alabama Public Works Law at Title 39-2-2(e), *Code of Alabama, 1975*. The City Council finds and determines that any delay in

the repair of the public right-of-way/pipe/street will be detrimental to the public health, safety and welfare; and

2. The City Manager and Mayor are hereby authorized and directed to execute and deliver a change order to the contract with Tortorigi to replace the pipe and to repair the public road and right-of-way at an estimated amount not to exceed fifty thousand dollars (\$50,000) to immediately replace the above described 60" pipe across Crosshaven Drive. The City Manager is also authorized and directed to execute and deliver any and all other documents and to take any and all further actions necessary to complete the work on aforesaid pipe replacement; and
3. This Resolution Number 5331 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

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

June 14, 2021

By Electronic Mail

City Manager Jeff Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Change Order Agreement Two for Crosshaven Drive Public Works Project

Dear Mr. Downes:

On June 11, 2021, you requested that I provide you with my written legal opinion regarding whether or not the City of Vestavia Hills, Alabama ("City") may legally enter into a Change Order Agreement for additional work to be performed by the General Contractor without inviting competitive bids. This legal opinion answers that question in the affirmative.

I. FACTS

The City has a public works project to improve Crosshaven Drive from Cahaba Heights Road to Overton Road. On June 18, 2020, the City, as "Owner," and Tortorigi Construction, Inc., as "General Contractor," entered into a Construction Contract ("contract") wherein the General Contractor agreed to provide all labor, material, supplies, fuels, oils, tools and equipment to perform and complete the work of widening Crosshaven Drive pursuant to the City's Public Works Project for and in consideration of \$4,567,312.00. On April 22, 2021, I wrote you a comprehensive legal opinion that approved Change Order One from a legal standpoint.

The City Council will hold its regularly scheduled meeting on Monday, June 14, 2021, at 6:00 p.m. Resolution Number 5331 is on the agenda and will be considered for approval by the City Council. The resolution reads in pertinent part as follows:

"**WHEREAS**, a 60" stormwater drain pipe currently exists within the public right-of-way on Crosshaven Dr just south of Green Valley Rd. As construction of the Crosshaven Drive Improvement Project has progressed, it was determined, by engineers, that said pipe is in imminent danger of failure representing a significant public safety hazard; and

The amount of changes approved shall not exceed 10% of the contract price whether made through negotiations with the low bidder or by change order. This limit applies to each individual negotiation and each change order and to the cumulative total for each project. This means that the total of negotiations and/or change orders shall not exceed 10% of the contract price for each project.

It should be pointed out that the above criteria for negotiations with a low bidder and change orders are guidelines only and each factual situation must be decided on the facts and merit of each case."

It is my legal opinion that the present situation complies with the requirements of the above opinion of the Attorney General for the State of Alabama.

V. RECOMMENDATIONS

A. RESOLUTION NUMBER 5331: From a legal standpoint, I recommend the approval and adoption of Resolution Number 5331.

B. REQUIRED INFORMATION FOR CHANGE ORDER AGREEMENT: I recommend that Raynor Boles negotiate with the General Contractor for any additional work for the project and advise me regarding the following information:

1. The scope of the additional work;
2. The amount of the adjustment in the contract sum; and
3. The extent of the adjustment in contract time.

C. APPROVAL OF BONDING COMPANY: The General Contractor must furnish to the City written approval from NGM Insurance Company that both the Performance Bond and Payment Bond will apply to the additional work.

VI. CHANGE ORDER AGREEMENT

I have prepared and attach hereto a suggested Change Order Agreement to be used by the City and General Contractor for the additional work.

B. CONTRACTS FOR \$50,000.00 OR LESS: The Alabama Public Works Law at Title 39-2-2(b)(1), *Code of Alabama, 1975*, provides as follows:

“(b)(1) An awarding authority may let contracts for public works involving fifty thousand dollars (\$50,000) or less with or without advertising or sealed bids.”

C. CHANGE ORDERS: Although change orders are not provided in the Competitive Bid Law or the Public Works Law, they have been allowed pursuant to guidelines articulated by the office of the Attorney General in the interpretation of the legislative intent in formulating the Competitive Bid Law.

Opinion, Dated June 15, 1979, to State Building Commission

On June 15, 1979, the Attorney General for the State of Alabama issued a written legal opinion to the State Building Commission listing guidelines, which provide criteria for approving change orders to existing public works contracts. That opinion reads in pertinent part as follows:

"Set out as follows are the types of change orders which will be allowed:

- (1) minor changes for a total monetary value less than required for competitive bidding;
- (2) changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work;
- (3) emergencies arising during the course of the work on the contract;
- (4) changes or alternates provided for in the original bidding where there is no difference in price of the change order from the original best bid on the alternate;
- (5) changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest and which do not exceed 10% of contract price;

There should be attached to each change order a signed statement from architect containing the following:

- (1) a statement of what the change order covers and who instituted the change order and why is it necessary or desired;
- (2) there must be a statement stating the reasons for using the change order method rather than competitive bids;
- (3) there must be a statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of same;
- (4) the local owner shall either endorse the architect's statement and recommendations or submit a separate statement covering the foregoing items.

WHEREAS, The City of Vestavia Hills is currently under a unit-based contract with Tortorigi for the road improvement project along Crosshaven Rd. The City has determined that approval of a unit-based change order to that contract expanding the scope of work to include replacement of the above-described 60” pipe is the most efficient and effective means to resolve the issue as soon as possible; and

WHEREAS, due to the safety risk and emergency nature of this pipe replacement, the City Council authorizes and approved all necessary actions to declare this situation as an emergency and allow the execution of a contract change-order with Tortorigi that is estimated not to exceed a cost of \$50,000.00; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to declare said pipe replacement as an emergency situation that needs immediate replacement.”

II. LEGAL ISSUE

May the City legally enter into a Change Order Agreement with the General Contractor for additional work costing less than \$50,000.00 without advertising and inviting competitive bids?

III. LEGAL OPINION

In my opinion, the answer to the legal issue is in the affirmative.

IV. BASIS FOR LEGAL OPINION

I base my legal opinion upon the following reasons:

A. EMERGENCY: The Alabama Public Works Law at Title 39-2-2(e), *Code of Alabama, 1975*, provides as follows:

“(e) In case of an emergency affecting public health, safety, or convenience, as declared in writing by the awarding authority, setting forth the nature of the danger to the public health, safety, or convenience which would result from delay, contracts may be let to the extent necessary to meet the emergency without public advertisement. The action and the reasons for the action taken shall immediately be made public by the awarding authority upon request.”

June 14, 2021
Page 5

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

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is written in a cursive style with a long horizontal flourish at the end.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
Enclosure

STATE OF ALABAMA

JEFFERSON COUNTY

CHANGE ORDER AGREEMENT

WITNESSETH THIS CHANGE ORDER AGREEMENT, made and entered into on this the _____ day of _____, 2021, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and Tortorigi Construction, Inc., as "Contractor."

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and Tortorigi Construction, Inc., as "Contractor," entered into Construction Contract Agreement ("contract") wherein the Contractor agreed to furnish all labor, materials, supplies, fuels, oils, tools and equipment to complete the public works project on Crosshaven Drive ("Crosshaven Drive Project") for and in consideration of the sum of Four Million Five Hundred Sixty-seven Thousand Three Hundred Twelve Dollars (\$4,567,312.00); and

WHEREAS, the First Addendum to the contract provides in words and figures as follows:

"Anything contained herein to the contrary notwithstanding, the guidelines, which provide criteria for approving change orders to an existing public works contract are set forth in an opinion issued to the Alabama State Building Commission on June 15, 1979 by the State of Alabama Attorney General. Contractor and Owner agree that said opinion sets forth the guidelines for determining whether or not a proposed change order is legally justified. The Owner, its Architect and legal advisor shall sign any and all change order justifications."; and

WHEREAS, the Owner has requested the Contractor to perform additional work and the Contractor has agreed to perform said additional work subject to the terms, provisions and conditions hereinafter set forth in this Change Order Agreement; and

WHEREAS, the Owner has a written legal opinion from the City Attorney advising, among other things, that it is legal for the City and Contractor to enter into this Change Order Agreement without advertising and inviting competitive bids; and

WHEREAS, the Owner and Contractor wish to reduce their agreement to writing and execute and deliver this Change Order Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Contractor hereby mutually and expressly agree as follows:

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

SECTION 2: SCOPE OF THE WORK: Contractor shall furnish all labor, materials, supplies, fuels, oils, tools and equipment to complete the additional work, the scope of which is described immediately below.

SECTION 3: CONTRACT PRICE: The Owner shall pay to the Contractor the sum of _____ Dollars (\$ _____) for the performance of the additional work described in Section 2 immediately above.

SECTION 4: CONTRACT TIME: The Contractor shall complete the additional work in _____ (_____) days commencing on or before the _____ day of _____, 2021 and completing the additional work on or before the _____ day of _____, 2021.

SECTION 5: TERMS, PROVISIONS AND CONDITIONS OF ADDITIONAL WORK: The additional work shall be performed in accordance with the terms, provisions and conditions of the original contract, as amended, dated June 18, 2020.

SECTION 6: RATIFICATION AND RECONFIRMATION: The Owner and Contractor hereby ratify and reconfirm the terms, provisions, limitations and conditions of the contract documents that are not modified or otherwise amended by this Change Order Agreement.

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on this the _____ day of _____, 2021.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:
TORTORIGI CONSTRUCTION, INC.

By _____
Its _____

ATTESTED

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Change Order 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 _____, 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 Change Order 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 _____, 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 _____ whose name as _____ of Tortorigi Construction, Inc., is signed to the Change Order Agreement, 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 Tortorigi Construction, Inc.

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

Notary Public

My Commission Expires:

SEAL

RESOLUTION NUMBER 5330

**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:

Commence at the southeast corner of Lot 16, Amended Map of Vestwood Hills, as recorded in Map Book 160, Page 13, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run in a westerly direction along the southern boundary of said Lot 16 for a distance of 117.21 feet to a point; thence turn an interior to the left of 114° 15' 51" and run in a northwesterly direction for a distance of 16.43 feet to the point of beginning of the easement to be vacated, lying 7.5 feet on each side of the following described line; thence continue along last mentioned course in a northwesterly direction for a distance of 49.65 feet to a point; thence turn an interior angle to the right of 134 degrees 21' 28" and run in a westerly direction for a distance of 50.0 feet to the end of said easement to be vacated..

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 28th day of June, 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 28th day of June, 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

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

June 4, 2021

To: Rebecca Leavings, City Clerk

Cc: Brian Davis, Director of Public Services
Christopher Brady, City Engineer

From: Lori Beth Kearley, Assistant City Engineer

RE: 1806 Vestwood Hills Circle
Vacation of Easement

Engineering has reviewed the request for vacation of this easement and finds no issues with the request being granted. This is a 15' drainage easement; however, the actual storm pipe is located outside of the easement area as platted. A new 15' drainage easement will need to be recorded around the existing pipe. The easement should be 7.5' from the center of the pipe on both sides. This will be done via plat once the vacation has been recorded.

Please let me know if you have any questions.

**STATE OF ALABAMA
JEFFERSON COUNTY**

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Drainage easement as same appears on the Plat of Res. lot 16 Vestwood Hills which Plat is recorded in Plat Book 160 ~~108~~ at Page 13, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said said drainage easement as the same appears of record on the Plat to be vacated, and said drainage easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of Drainage 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 Drainage 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. Drainage Easement is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at See attached

_____ . A copy of the map reflecting the location of Drainage Easement 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 Drainage Easement and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 1806 Vestwood Hills Circle
Legal Description: Res. Lot 16 Vestwood Hills

Owners' Name(s): Paul Bruno + Elizabeth Bruno

B. Street Address: _____
Legal Description: _____

Owners' Name(s): _____

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 Drainage Easement vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of Drainage Easement and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 27 day of May, 2021.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)

Elizabeth Bruno

Elizabeth BRUNO

Paul BRUNO

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 Elizabeth Bruno 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 27th day of May, 2021.

[Signature]
Notary Public

My Commission Expires
October 30, 2023



STATE OF ALABAMA

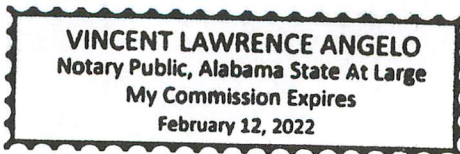
GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

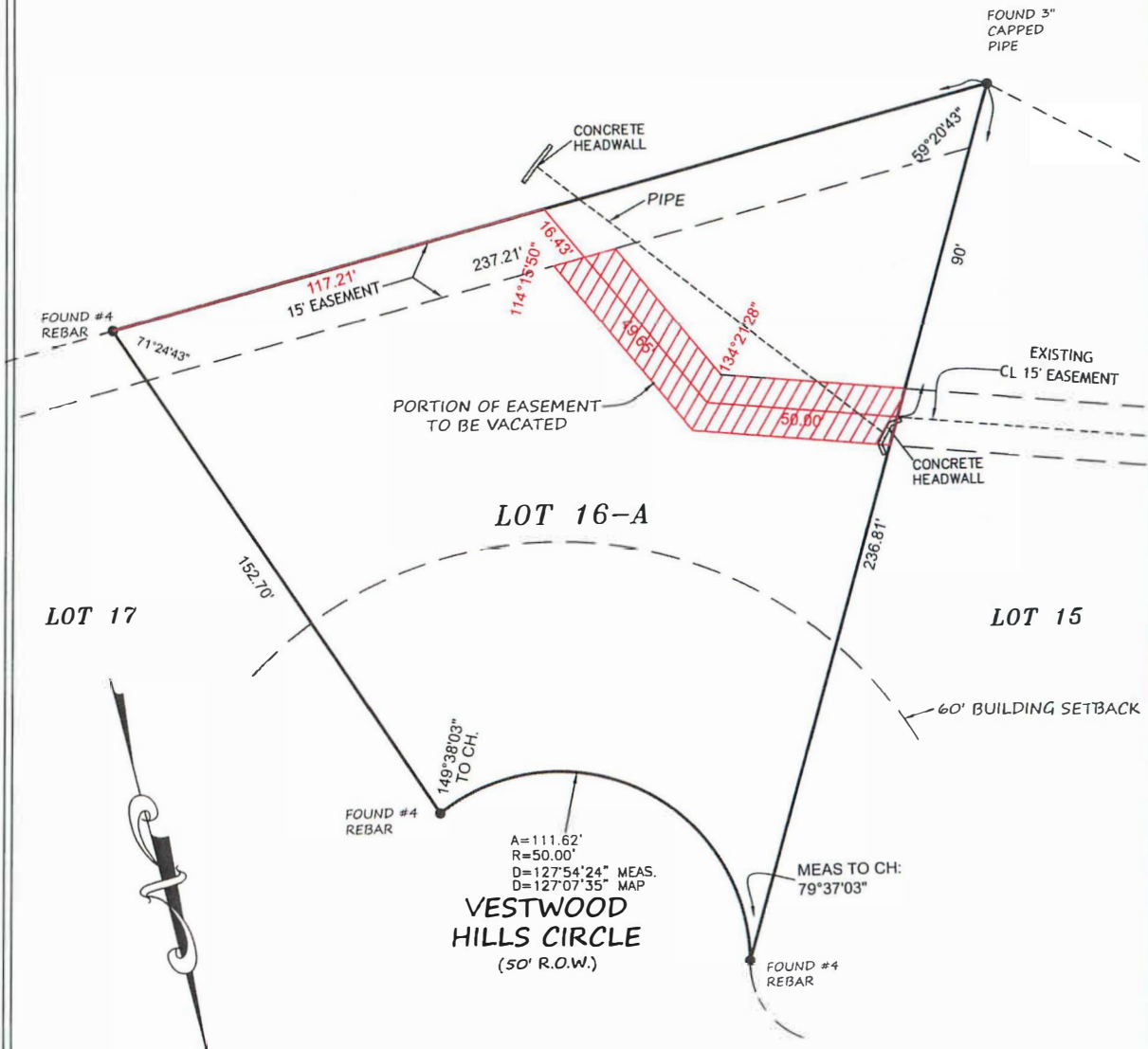
I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Paul Bruno and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument,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

Given under my hand and official seal, this the 27 day of May, 2021.

[Signature]
Notary Public



SKETCH OF EASEMENT TO BE VACATED



Description of an easement to be vacated.

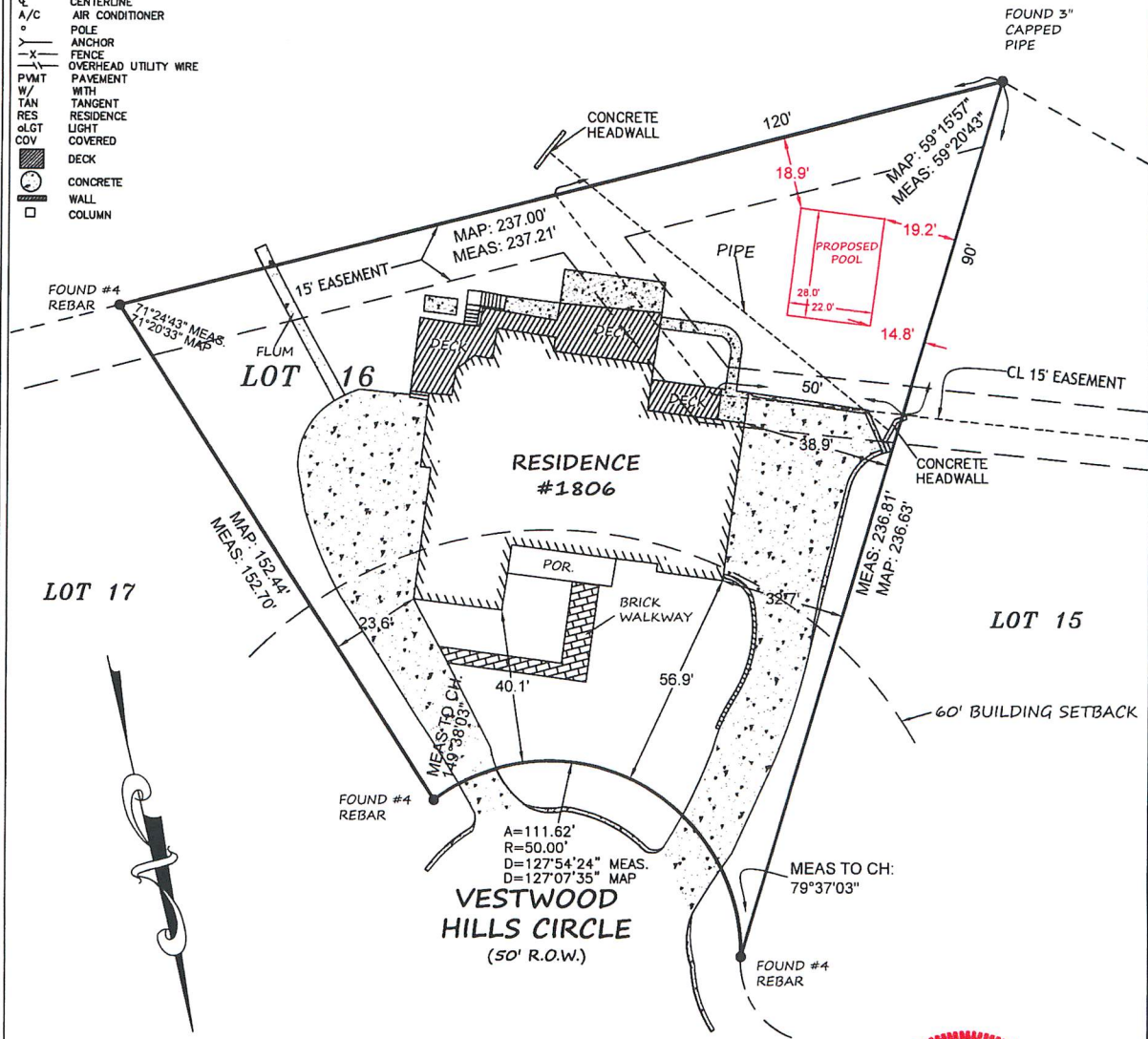
Commence at the south east corner of Lot 16, Amended Map of Vestwood Hills, as recorded in Map Book 160, Page 13, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run in a westerly direction along the southern boundary of said Lot 16 for a distance of 117.21 feet to a point; thence turn an interior to the left of 114° 15' 51" and run in a north westerly direction for a distance of 16.43 feet to the point of beginning of the easement to be vacated, lying 7.5 feet on each side of the following described line; thence continue along last mentioned course in a north westerly direction for a distance of 49.65 feet to a point; thence turn an interior angle to the right of 134° 21' 28" and run in a westerly direction for a distance of 50.0 feet to the end of said easement to be vacated.

MAY 27, 2021



LEGEND

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



SCALE: 1"=30'
STATE OF ALABAMA
JEFFERSON COUNTY)

"PLOT PLAN"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 16, AMENDED MAP OF VESTWOOD HILLS, as recorded in Map Volume 160, Page 13, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, according to my survey of MARCH 23, 2021. Survey invalid if not sealed in red.

Order No.: 20210558
Purchaser:
Address: 1806 VESTWOOD HILLS CIRCLE

Ray Weygand

Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road, Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
Copyright ©



Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

ORDINANCE NUMBER 3013

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

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

3632 Dabney Drive
Lot 26, Altadena Forest Estates, 5th Sector
Vita Marshman, Owner(s)

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

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

ADOPTING and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

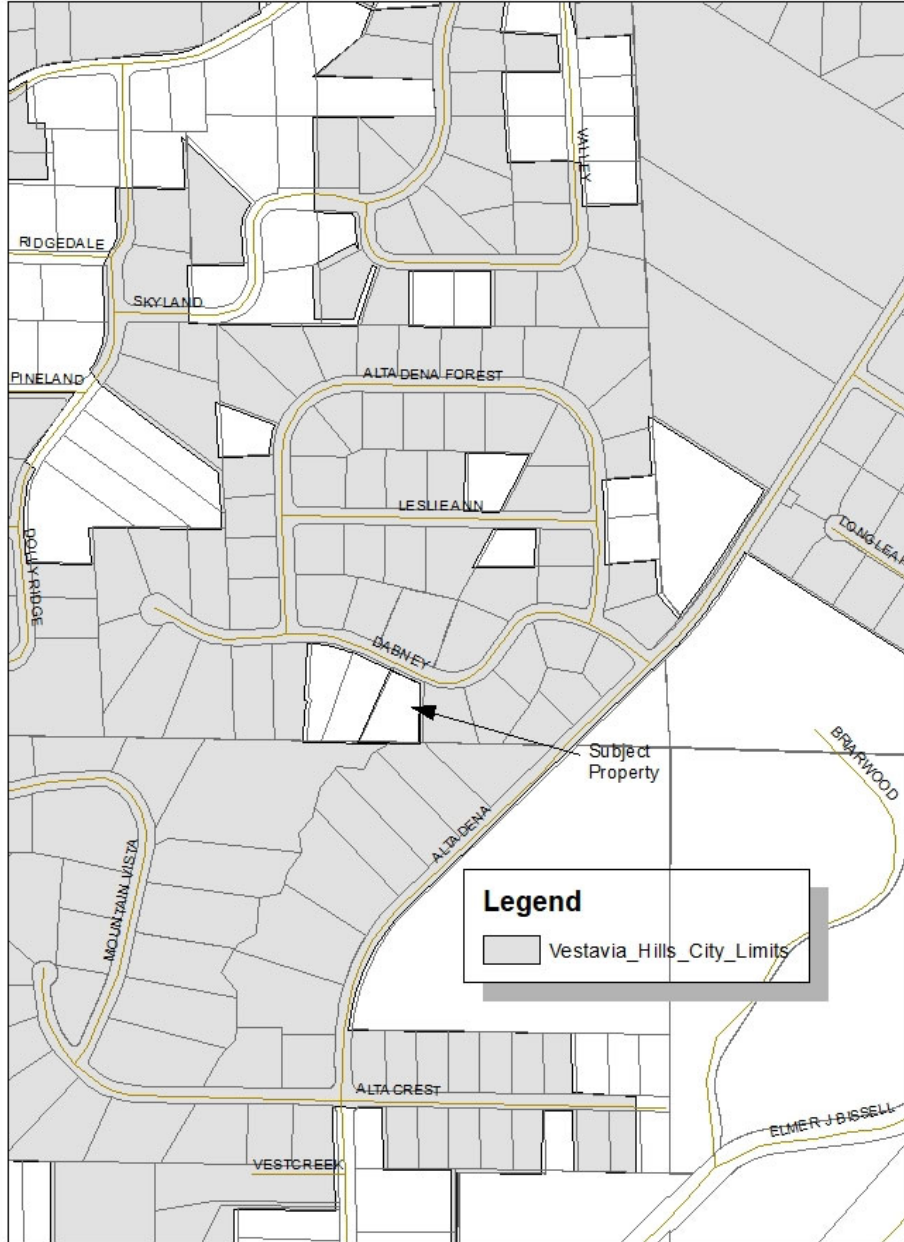
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3013 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of June, 2021, as 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 _____, 202.

Rebecca Leavings
City Clerk



3632 Dabney Drive



Annexation Committee Petition Review

Property: 3632 Dabney Drive

Owners: Vita Marshman (represented by Taylor Burton)

Date: 2-8-21

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$265,400. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 21 Number in city 18
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 3632 Dabney Drive


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

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

10. Are there any concerns from city departments? Yes No _____ Comments: Engineering - 15" concrete pipe has broken sections near creek, property owner will repair

11. Information on children: Number in family 0; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____


George Pierce
Chairman
2-8-21

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

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

Location: 3632 Dabney Drive

Engineering; Public Services

Date: 1/21/21 Initials: CB

3632 Dabney Drive -- no significant concerns noted; roadway is in fair condition; minor erosion issues along creek banks; 15" concrete pipe has uneven sections near creek in need of repair; large culvert at street in ok condition; some neighboring properties remain in County so roadway maintenance in this area will continued to be shared.

Police Department:

Date: 1/22/21 Initials: RF

Comments: _____

Fire Department:

Date: _____ Initials: _____

Comments: _____

Board of Education:

Date: 1-22-21 Initials: SB

Comments: n/p

PARCEL #: 28 00 32 4 001 062.000
OWNER: MARSHMAN HENRY D & VITA C
ADDRESS: 220 CREST DR HOMEWOOD AL 35209-5326
LOCATION: 3632 DABNEY DR BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 1,708
 18-034.0 Bed Rooms: 3 Land Sch: G1
 Land: 154,000 Imp: 111,400 Total: 265,400
 Acres: 0.000 Sales Info: 03/01/2003 \$129,900

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

Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$259,100.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$154,000
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2
 BLDG 001 111 \$111,400

CLASS 3

 TOTAL MARKET VALUE [APPR. VALUE: \$265,400]: \$265,400
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$53,080	\$345.02	\$0	\$0.00	\$345.02
COUNTY	2	2	\$53,080	\$716.58	\$0	\$0.00	\$716.58
SCHOOL	2	2	\$53,080	\$435.26	\$0	\$0.00	\$435.26
DIST SCHOOL	2	2	\$53,080	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$53,080	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$53,080	\$270.71	\$0	\$0.00	\$270.71
SPC SCHOOL2	2	2	\$53,080	\$891.74	\$0	\$0.00	\$891.74

TOTAL FEE & INTEREST: (Detail) \$463.02

ASSD. VALUE: \$53,080.00 **\$2,659.31** **GRAND TOTAL: \$3,122.33**

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE
200303-6307	02/21/2003
9811-191	08/05/1998

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2020		\$0.00
4/29/2020	2019	MARSHMAN HENRY D & VITA C	\$3,186.16
11/20/2018	2018	MARSHMAN HENRY D & VITA C	\$2,468.85
1/8/2018	2017	-	\$1,907.81
2/8/2017	2016	MARSHMAN HENRY D & VITA	\$1,819.78
3/1/2016	2015	-	\$1,826.84
11/14/2014	2014	VITA C MARSHMAN HENRY MARSHMAN JR	\$1,784.53
11/9/2013	2013	MARSHMAN, VITA	\$1,784.53

**City of Vestavia Hills
Tax Calculator
Homestead Properties**

3632 Dabney Drive

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	3632 Dabney Drive	Property Address		
====>	\$ 265,400	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$26,540.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$545.40	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$763.03	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$1,308.42	Total County remits to City for split with BOE		CITY	
\$400.75	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$217.63	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$545.40	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,381.41	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$1,926.80	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12/07/2020

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

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

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

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

Taylor Burton

205 369-7936

taylor@taylorburton.com

PD appl Fee \$100 cash
R

EXHIBIT "A"

LOT: 26

BLOCK: N/A

SURVEY: Altadena Forest Estates Fifth Sector

RECORDED IN MAP BOOK 74, PAGE 54 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: R2?

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 26, Altadena Forest Fifth Sector,
as recorded in Map Book 74, Page 54
in the probate office of Jefferson county Alabama.

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Vita C. Marshman</u>	Lot <u>26</u> Block <u>N/A</u> Survey <u>Altadena Forest Estates Fifth Sector</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

JEFFERSON COUNTY

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

Vita C. Marshman
Signature of Certifier

Subscribed and sworn before me this the 3rd day of November, 2020

Prince B. Pittman
Notary Public

My commission expires: 12/14/2022



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

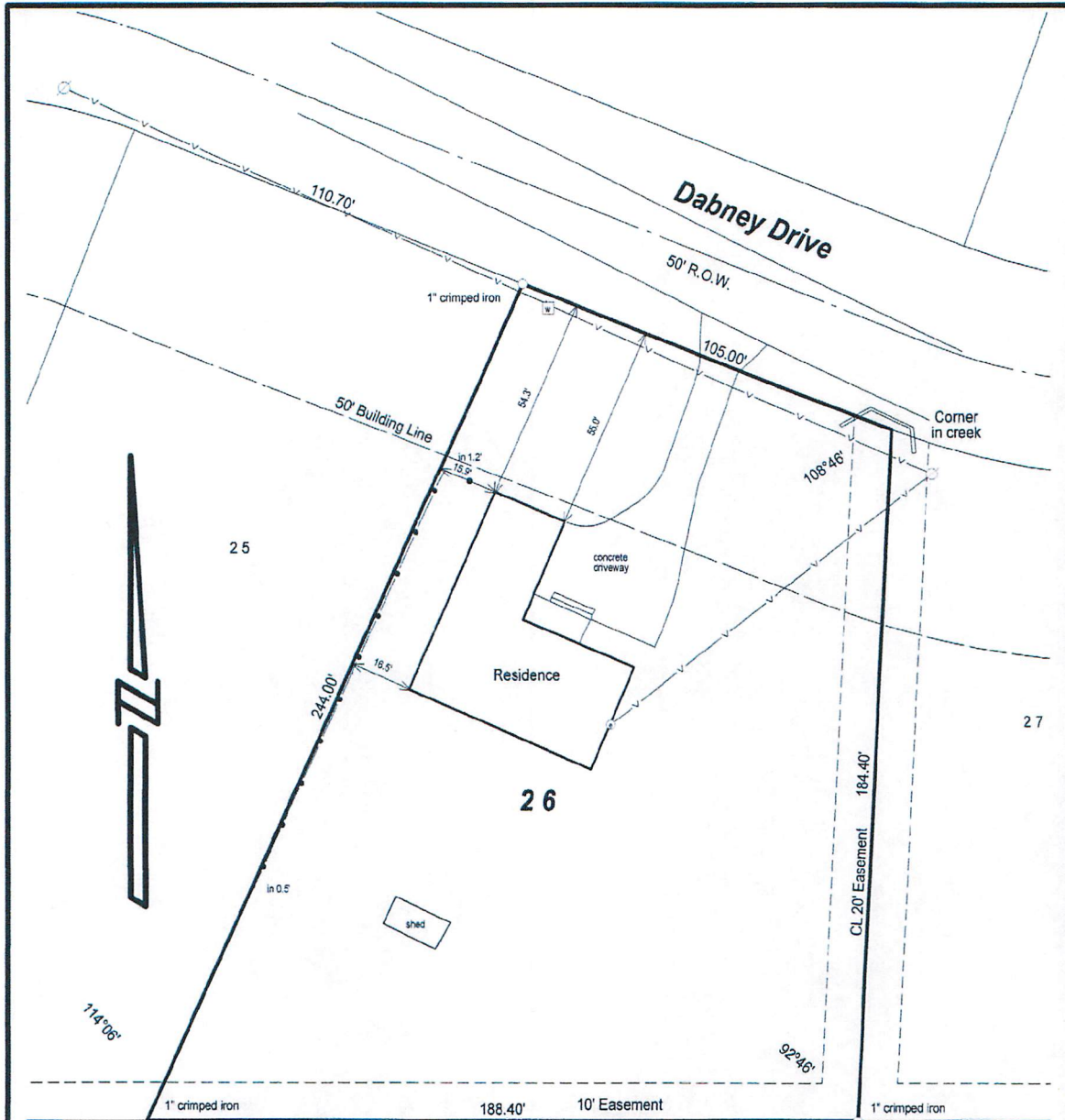
Name(s) of Homeowner(s): Vita Marshman
 Address: 3632 Dabney Drive
 City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

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



STATE OF ALABAMA
JEFFERSON COUNTY

I, Steven H. Gilbert, a Professional Land Surveyor in the State of Alabama, hereby certify to the parties listed below that the following is a true and correct copy of a map or plat of a survey made by me of the following described property:

Lot 26, Altadena Forest Fifth Sector, as recorded in Map Book 74, Page 54, in the Probate Office of Jefferson County, Alabama

I further certify that the building(s) now erected on said property are within the boundaries of same except as may be shown; that there are no encroachments from adjacent property except as shown; that there are no Rights-of-way, Easements, or joint driveways over or across said land visible on the surface, except as shown; that there are no utility poles, guy wires, lines, structures, or supports therefor (excepting those that serve the premises only), except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary maps and found this property IS NOT located in a Flood Hazard Area (as determined by graphic plotting); and that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

FIRM Map No. 01073 C 0567 H September 3, 2010

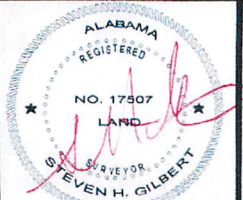
This survey is invalid unless sealed in red ink.

Legend

iron boundary marker	utility pole
open pipe fnd.	fire hyd.
power box	tree
capped pipe fnd.	TV/tel. box
water valve	offset cross
guy anchor	commencing point
PS 5/8" rebar set 17507	gas valve
Drain Manhole	Sanitary manhole
Tel. Manhole	Sign
M) measured dim.	(P) platted dim.
water meter	gas meter
power meter	Sign
—•— chain link fence	
—G— gas line	
—W— water line	
—v— overhead utility line	
— wire fence	
— wood fence	
— center line	

Project No. 20190315
Ordered by Blake Pittman

As built Survey
3632 Dabney Drive
Birmingham, Alabama
March 18, 2019



Scale 1" = 30 feet
SOUTHEASTERN SURVEYORS, INC.
Steven H. Gilbert, P.L.S.
Alabama Reg. Land Surveyor No. 17507
5160 Scenic View Drive
Birmingham, Alabama 35210
(205) 956-7125 Fax(205) 956-7146

ORDINANCE NUMBER 3014

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

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

3632 Dabney Drive
Lot 26, Aladeana Forest Estates, 5th Sector
Vita Marshman, Owner(s)

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

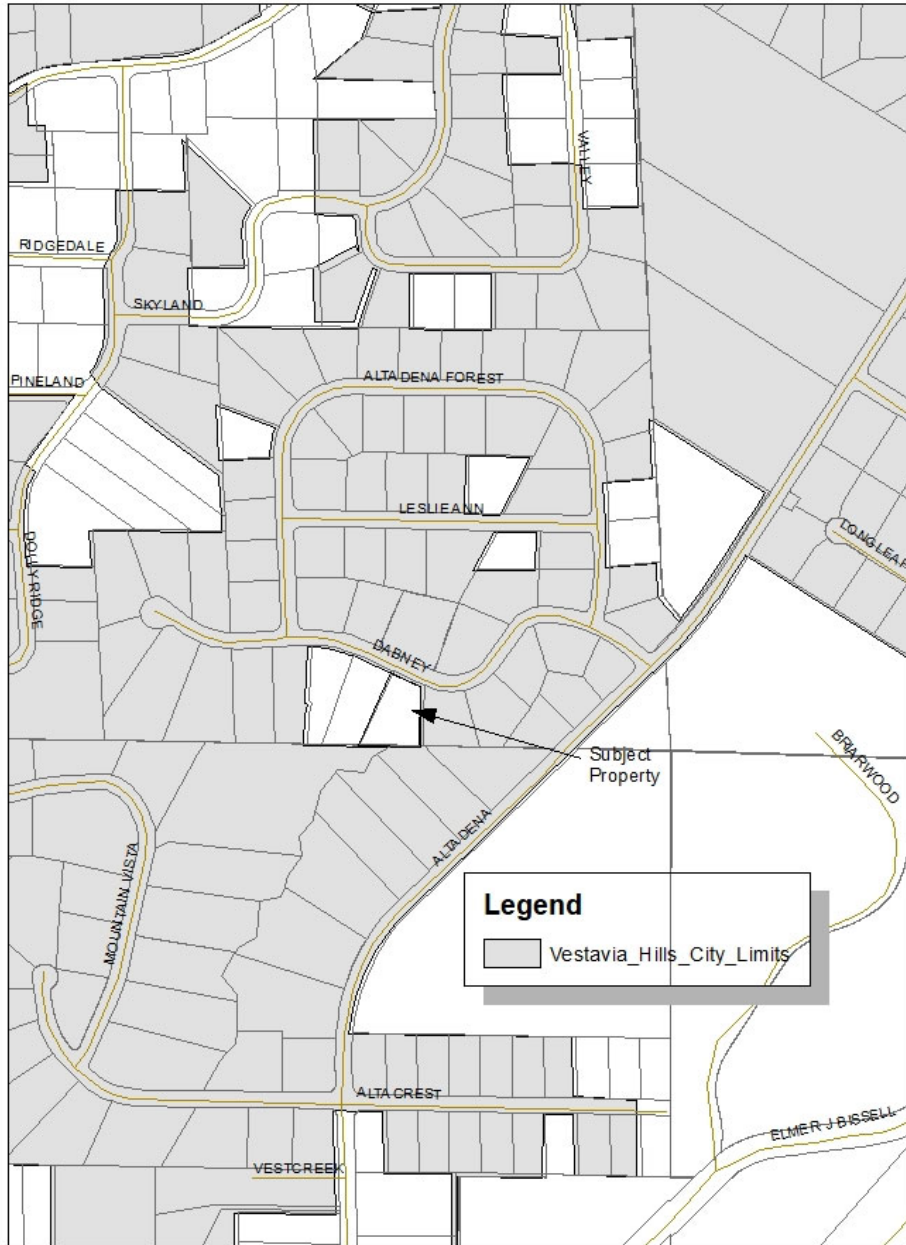
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3014 is a true and correct copy of such 28th day of June, 2021, as same appears in the official records of said City.

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



3632 Dabney Drive



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

Date: MAY 13, 2021

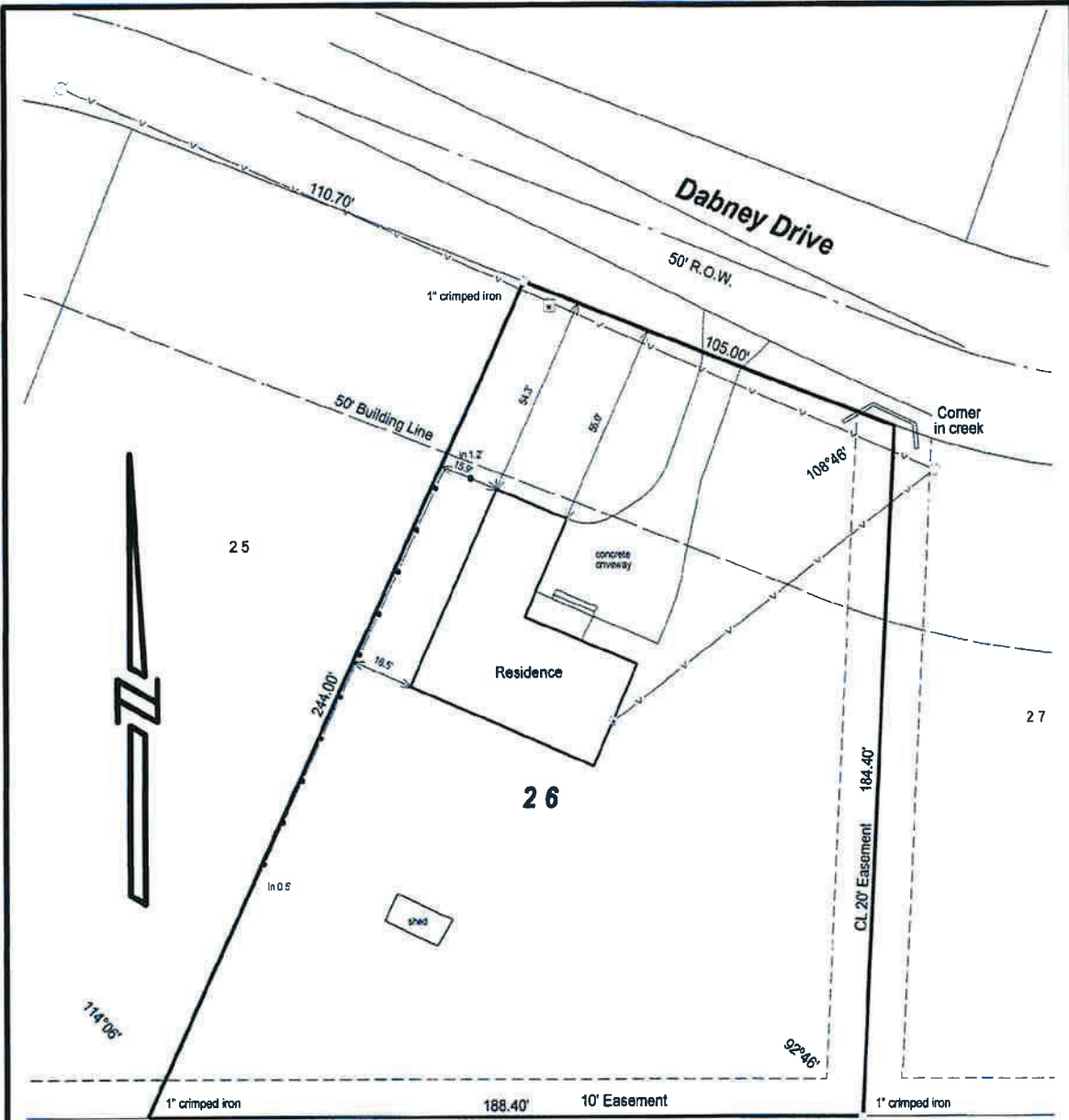
- **CASE: P-0521-15**
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 3632 Dabney Dr.
- **APPLICANT/OWNER:** Vita Marshman
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Dabney Dr. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3000 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-2 to Vestavia Hills R-1 for the property located at 3632 Dabney Dr. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



STATE OF ALABAMA
JEFFERSON COUNTY

I, Steven H. Gilbert, a Professional Land Surveyor in the State of Alabama, hereby certify to the parties listed below that the following is a true and correct copy of a map or plat of a survey made by me of the following described property:

Lot 26, Altadena Forest Fifth Sector, as recorded in Map Book 74, Page 54, in the Probate Office of Jefferson County, Alabama

I further certify that the building(s) now erected on said property are within the boundaries of same except as may be shown; that there are no encroachments from adjacent property except as shown; that there are no Rights-of-way, Easements, or joint driveways over or across said land visible on the surface except as shown; that there are no utility poles, guy wires, lines, structures, or supports therefor (excepting those that serve the premises only), except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary maps and found this property IS NOT located in a Flood Hazard Area (as determined by graphic plotting), and that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

FIRM Map No. 01073 C 0587 H September 3, 2010

This survey is invalid unless sealed in red ink.

Legend

—○—	iron boundary marker	—□—	utility pole
—○—	open pipe fnd.	—□—	fire hyd.
—□—	power box	—○—	tree
—○—	capped pipe fnd.	—□—	TV/tel. box
—○—	water valve	—○—	offset cross
—○—	guy anchor	—○—	commencing point
PS	5/8" rebar set 17507	—○—	gas valve
—○—	Drain Manhole	—○—	Sanitary manhole
—○—	Tel. Manhole	—○—	Sign
(M)	measured dim.	(P)	platted dim.
(M)	water meter	(G)	gas meter
(M)	power meter	(G)	Sign
—○—	chain link fence		
—○—	gas line		
—○—	water line		
—○—	overhead utility line		
—○—	wire fence		
—○—	wood fence		
—○—	center line		

Project No. 20190315
Ordered by Blake Pittman

As built Survey
3632 Dabney Drive
Birmingham, Alabama
March 18, 2019



Scale 1" = 30 feet
SOUTHEASTERN SURVEYORS, INC.
Steven H. Gilbert, P.L.S.
Alabama Reg. Land Surveyor No. 17507
5180 Scenic View Drive
Birmingham, Alabama 35210
(205) 956-7125 Fax(205) 956-7146



Zoning1	
PARCELID	2800324001062000
DISTRICT	002
ESN_NUM	504
PROPADD	3632.DABNEY DR
TAX_TOWNSH	28
SECTION	32
QSECTION	4
BLOCK	001
PARCEL	062000
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	
Zoom to	

ORDINANCE NUMBER 3015

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

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

1700 Shades Crest Road
Whitney and Thomas Holland, Owner(s)

More particularly described as follows:

Beginning at a point on the West line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 18 South, Range 3 West which is 460.0 feet South of the Northwest corner of said quarter-quarter section; thence run in an Easterly direction for a distance of 454.4 feet,, more or less, to a point on the Westerly line of Crest Road, which point is 625 feet in a Southwesterly direction along the West line of said road from the North line of said quarter-quarter section; thence turn an angle to the right and run in a Southwesterly direction along said westerly line of said road to the intersection with the Northeast line of Columbiana Road; thence an angle to the right and run for about 450 feet, more or less, along said Northeast line, to the West line of said quarter-quarter section; thence turn an angle to the right and run in a Northerly direction along the West line of said quarter-quarter section for a distance of 40.8 feet more or less, to the point of beginning. Less and except any portion of subject property lying within a road right-of-way.

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

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

ADOPTING and APPROVED this the 28th day of June, 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 # 3015 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 28th day of June, 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

N
1700 Shades Crest Road



Annexation Committee Petition Review

Property: 1700 Shades Crest Road

Owners: Whitney and Thomas Holland

Date: 2-8-21

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$ 468,500. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes ~~_____~~ Number in city 99%
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 1700 Shades Crest Road


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

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

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

11. Information on children: Number in family 1; Plan to enroll in VH schools Yes No _____ Comments: Kindergarten

Other Comments: _____


George Pierce
Chairman 2-8-21

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

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

Location: 1700 Shades Crest Road

Engineering; Public Services

Date: 1-21-21 Initials: CB

Comments: _____

1700 Shades Crest Road -- no concerns noted; Shades Crest and Columbiana are Jefferson County through-roads and continue to be maintained by County.

Police Department:

Date: _____ Initials: _____

Comments: _____

Fire Department:

Date: 1/22/21 Initials: ZF

Comments: _____

Board of Education:

Date: 1-22-21 Initials: SB

Comments: n/p

PARCEL #: 29 00 25 2 001 048.001
OWNER: HOLLAND THOMAS R & WHITNEY B
ADDRESS: 1700 SHADES CREST RD VESTAVIA AL 35216
LOCATION: 1700 SHADES CREST RD AL 35216

[111-B+] Baths: 3.5 H/C Sqft: 2,997
18-020.0 Bed Rooms: 5 Land Sch: A113
 Land: 203,500 Imp: 265,000 Total: 468,500
 Acres: 0.000 Sales Info: 02/27/2017 \$400,000

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

Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT
 PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 2018
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$446,600.00 BOE VALUE: 0

VALUE
 LAND VALUE 10% \$203,520
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 001 111 \$265,000

 TOTAL MARKET VALUE [APPR. VALUE: \$468,500]: \$468,520
 Assessment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$46,860	\$304.59	\$4,000	\$26.00	\$278.59
COUNTY	3	1	\$46,860	\$632.61	\$2,000	\$27.00	\$605.61
SCHOOL	3	1	\$46,860	\$384.25	\$0	\$0.00	\$384.25
DIST SCHOOL	3	1	\$46,860	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$46,860	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$46,860	\$238.99	\$0	\$0.00	\$238.99
SPC SCHOOL2	3	1	\$46,860	\$787.25	\$0	\$0.00	\$787.25
ASSD. VALUE: \$46,860.00			\$2,347.69		GRAND TOTAL: \$2,294.69		

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2017023796	2/27/2017
2056-59	05/08/1981

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/8/2020	2020	CORELOGIC, INC.	\$2,294.69
12/10/2019	2019	CORELOGIC	\$2,184.47
12/7/2018	2018	CORELOGIC INC	\$2,398.89
	2017		\$0.00
	2016		\$0.00
	2015		\$0.00
	2014		\$0.00
	2013		\$0.00
12/21/2012	2012	WIDEMAN JOHN T	\$1,962.90
20111231	2011	***	\$1,951.14
20101231	2010	***	\$1,051.14

**City of Vestavia Hills
Tax Calculator
Homestead Properties**

1700 Shades Crest Road

AD VALOREM TAX MILLAGE

Millage Multiplier	
0.02055	Ad valorem to City General Fund: 20.55 mills
0.02875	City BOE portion: 28.75 mills
0.0151	District 20 School: 15.1 mills
0.0082	Countywide School: 8.2 mills
0.05205	Ad valorem to Schools (TOTAL): 52.05 mills

ASSESSED VALUE

		Citizen Access Portal Descriptor	Notes
====>	1700 Shades Crest Road	Property Address	
====>	\$ 468,500	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$46,850.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$962.77	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,346.94	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,309.71	Total County remits to City for split with BOE	CITY	
\$707.44	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$384.17	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$962.77	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,438.54	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$3,401.31	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 11.9.2020

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

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

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

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

Whitney Bailey Holland
whipai ge@gmail.com
870.352.1555

Thomas Reeder Holland
reedholland@gmail.com
205.799.3288

EXHIBIT "A"

LOT: _____

BLOCK: _____ *A/A*

SURVEY: _____

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

COUNTY ZONING: RI

COMPATIBLE CITY ZONING: RI

LEGAL DESCRIPTION (METES AND BOUNDS):

See Attached.

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Whitney B. Holland</u>	Lot _____ Block _____ Survey _____
<u>Thomas R. Holland</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

Whitney B. Holland
Signature of Certifier

Subscribed and sworn before me this the 10 day of November, 2020.

[Signature]
Notary Public

My commission expires: 5-6-2024



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Reed & Whitney Holland
Address: 1700 Shades Crest Rd.
City: Vestavia State: AL Zip: 35216

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Mary Wylie Banks Holland	5	Kindergarten	✓	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": August 2021



Parked

1700 Shades Crest Road

Today at 2:33:22 PM



ORDINANCE NUMBER 3016

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

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

1700 Shades Crest Road
Whitney Holland, Owner(s)

More particularly described as follows:

Beginning at a point on the West line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 18 South, Range 3 West which is 460.0 feet South of the Northwest corner of said quarter-quarter section; thence run in an Easterly direction for a distance of 454.4 feet,, more or less, to a point on the Westerly line of Crest Road, which point is 625 feet in a Southwesterly direction along the West line of said road from the North line of said quarter-quarter section; thence turn an angle to the right and run in a Southwesterly direction along said westerly line of said road to the intersection with the Northeast line of Columbiana Road; thence an angle to the right and run for about 450 feet, more or less, along said Northeast line, to the West line of said quarter-quarter section; thence turn an angle to the right and run in a Northerly direction along the West line of said quarter-quarter section for a distance of 40.8 feet more or less, to the point of beginning. Less and except any portion of subject property lying within a road right-of-way.

APPROVED and ADOPTED this the 28th day of June, 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 # 3016 is a true and correct copy of such 28th day of June, 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

N
1700 Shades Crest Road



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

Date: MAY 13, 2021

- **CASE:** P-0521-17
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 1700 Shades Crest Rd.
- **APPLICANT/OWNER:** Whitney Bailey Holland
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Shades Crest Rd. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3001 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

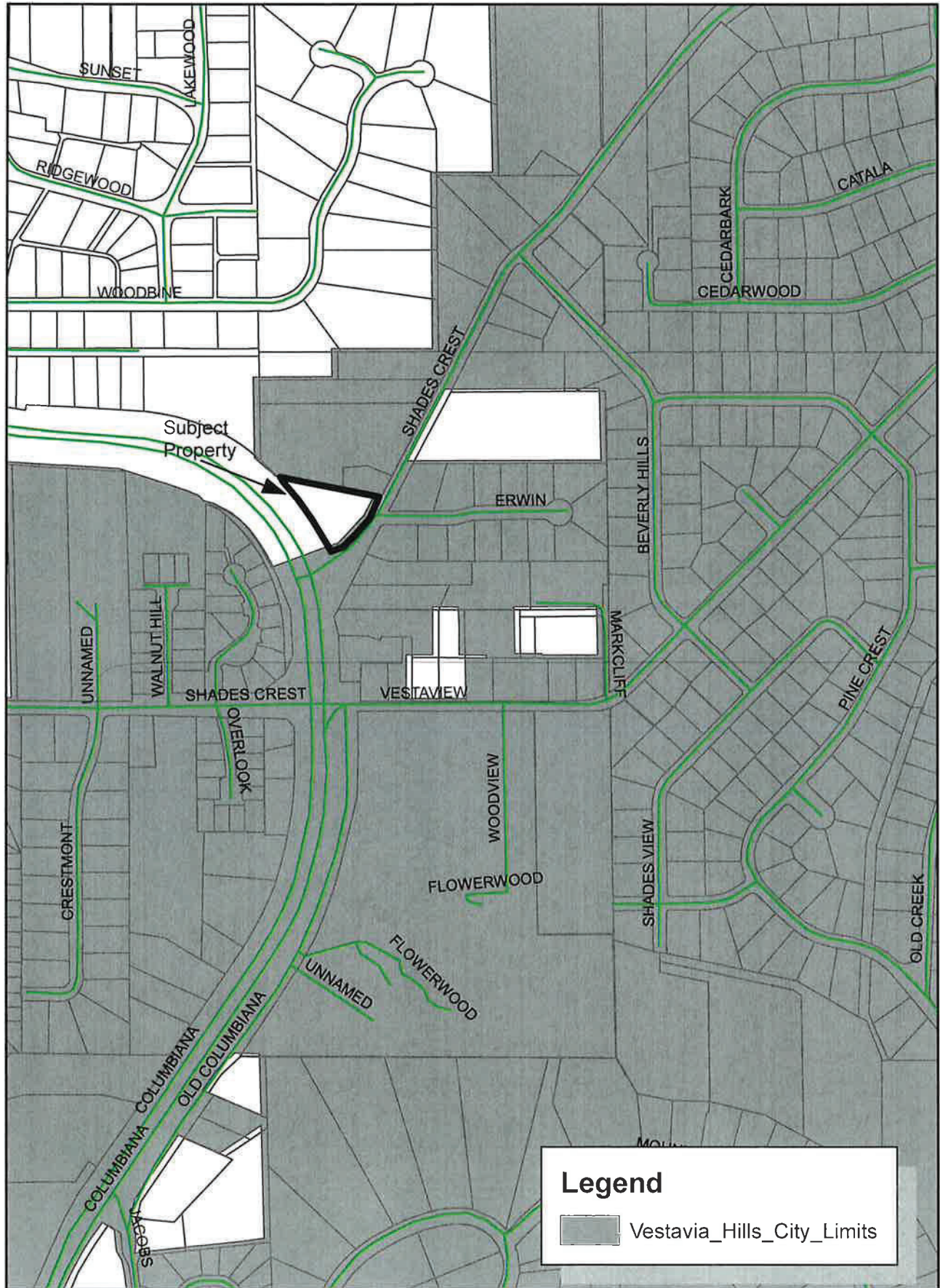
MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-2 to Vestavia Hills R-1 for the property located at 1700 Shades Crest Rd. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

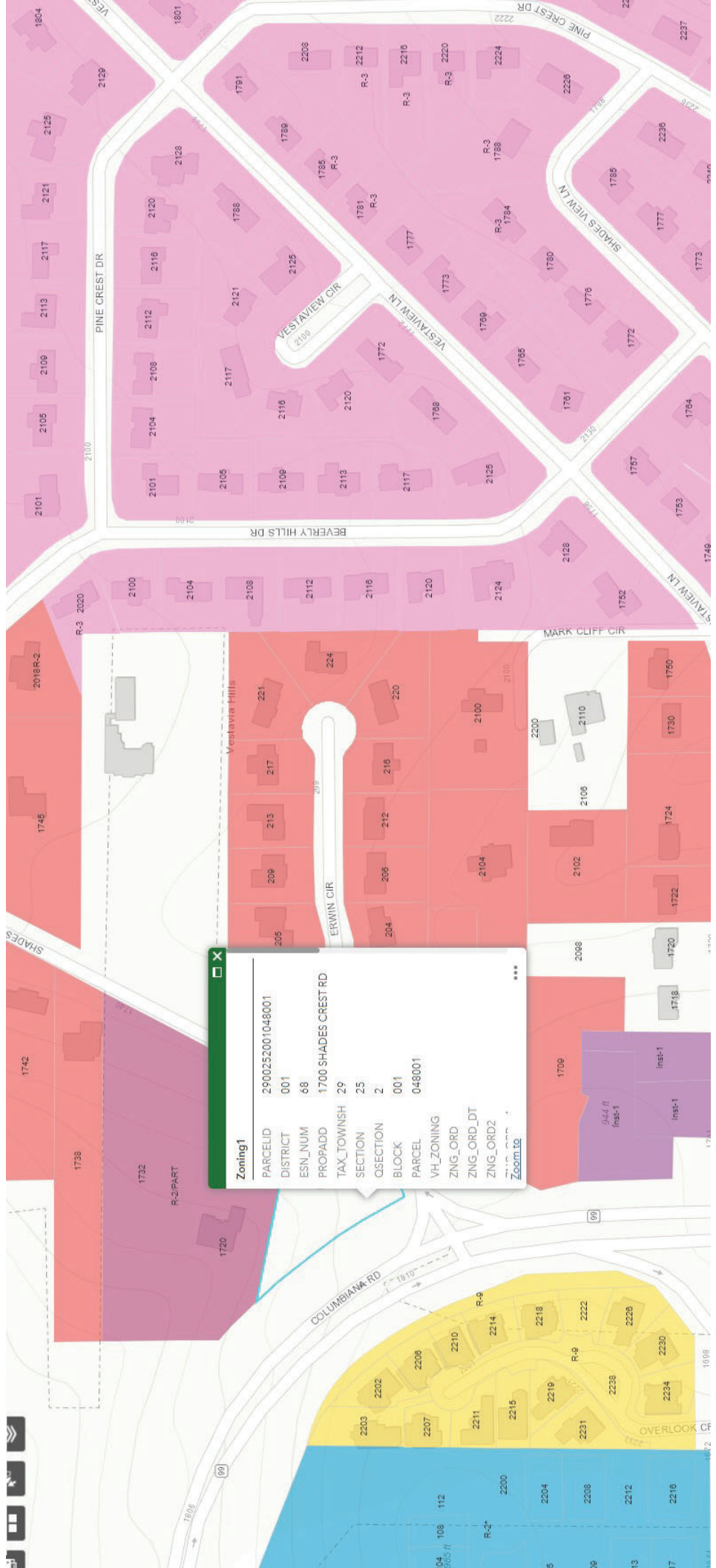
Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



1700 Shades Crest Road





Zoning 1

PARCELID	2900252001048001
DISTRICT	001
ESN_NUM	68
PROPADD	1700 SHADES CREST RD
TAX_TOWNSH	29
SECTION	25
CSECTION	2
BLOCK	001
PARCEL	048001
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	
ZoomIt	

ORDINANCE NUMBER 3017

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

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2829 Acton Place
Lindsay and Jake Brown, Owner(s)

More Particularly described as follows:

The following tract of land situated in the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1 /4 of the Northwest 1 /4, Section 34, Township 18 South, Range 2 West; Thence East along the South 1/4 -1/4 line, 333.17 feet to the point of beginning; Thence 92 degrees 48 minutes 53 seconds left, 303.77 feet; to the southerly right-of-way of Acton Place; Thence 72 degrees 24 minutes 57 seconds right, 150.00 feet along said right-of-way; Thence 90 degrees 00 minutes 00 seconds right, and leaving said right-of-way 170.20 feet; Thence 20 degrees 23 minutes 56 seconds right, 196.16 feet to the south 1 /4 - 1 /4 line; Thence 90 degrees 00 minutes 00 seconds right, 185.00 feet along said 1 /4 - 1 /4 line to the point of beginning.

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

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

ADOPTING and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

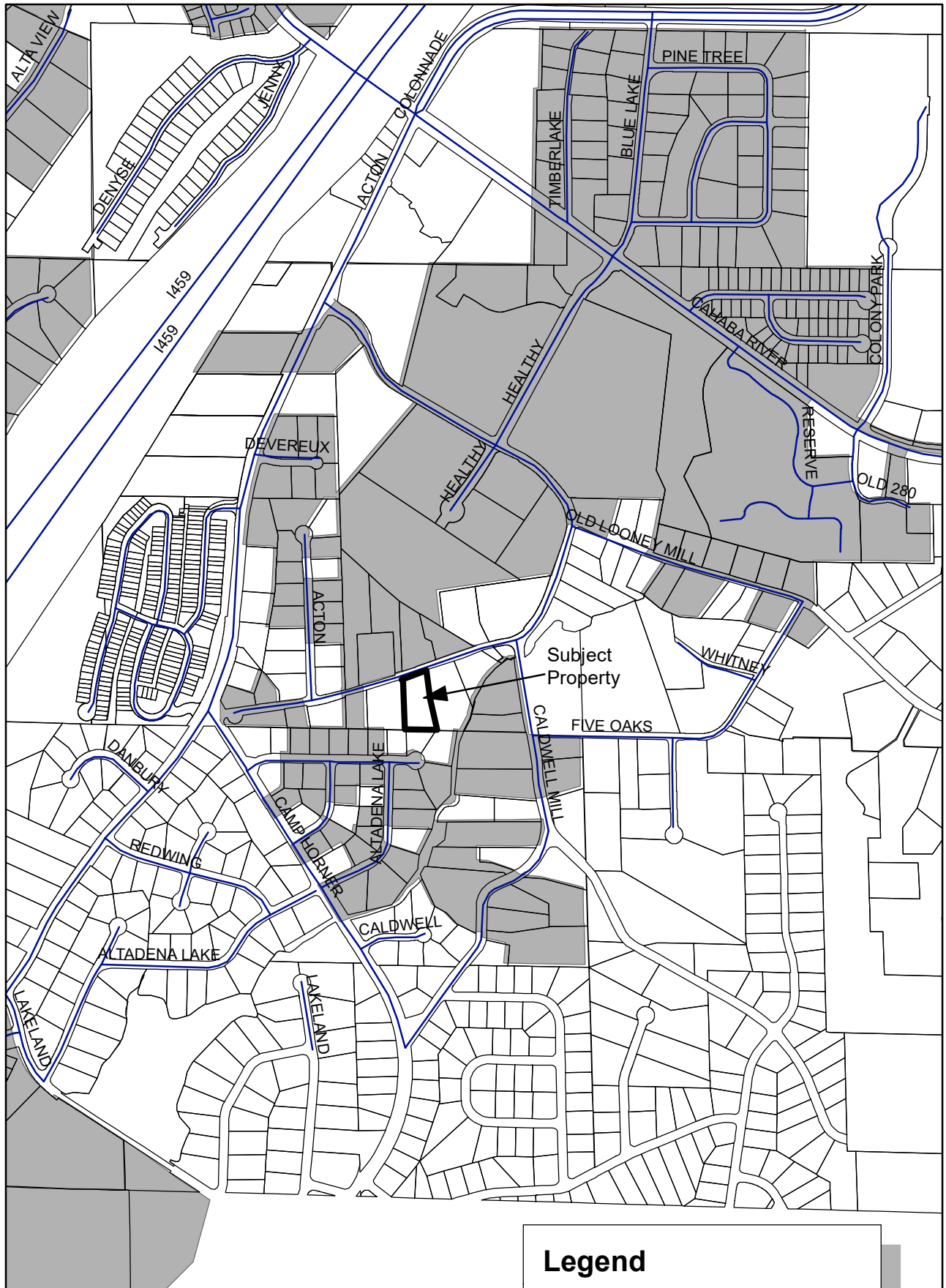
CERTIFICATION:

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 # 3017 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 28th day of June, 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

2829 Acton Place



Legend

 Vestavia_Hills_City_Limits

Annexation Committee Petition Review

Property: ²⁸²⁹ ~~2829~~ Acton Place

Owners: Lindsay and Jake Brown

Date: 2-8-21

1. The property in question is contiguous to the city limits.
Yes No Comments: _____
2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____
3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____
4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$335,050. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 22 Number in city 11
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2829 Acton Place

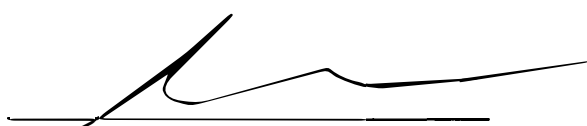
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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

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

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes N No _____ Comments: _____

Other Comments: _____


George Pierce
Chairman 2-8-21

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

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

Location: 2829 Acton Place

Engineering; Public Services

Date: 1-21-21 Initials: CB

2829 Acton Place -- no significant concerns noted; roadway recently paved and in good condition; 32x48 CMP under roadway in ok condition; some neighboring properties remain in County so roadway maintenance in this area will continued to be shared.

Police Department:

Date: _____ Initials: _____

Comments: _____

Fire Department:

Date: 1/22/21 Initials: ZF

Comments: _____

Board of Education:

Date: 1/22/21 Initials: SB

Comments: IP

PARCEL #: 28 00 34 2 000 024.002
OWNER: ARMBRESTER ROBERT A
ADDRESS: 2829 ACTON PL VESTAVIA AL 35243-2509
LOCATION: 2829 ACTON PL BIRMINGHAM AL 35243

[111-B-] Baths: **2.5** H/C Sqft: **2,839**
18-040.0 Bed Rooms: **3** Land Sch: **A116**
 Land: **125,300** Imp: **209,800** Total: **335,100**
 Acres: **0.000** Sales Info: **\$0**

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

Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 2019
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$312,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$125,250
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

BLDG 001 111 \$209,800

TOTAL MARKET VALUE [APPR. VALUE: \$335,100]: \$335,050

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$33,520	\$217.88	\$4,000	\$26.00	\$191.88
COUNTY	3	1	\$33,520	\$452.52	\$2,000	\$27.00	\$425.52
SCHOOL	3	1	\$33,520	\$274.86	\$0	\$0.00	\$274.86
DIST SCHOOL	3	1	\$33,520	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$33,520	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$33,520	\$170.95	\$0	\$0.00	\$170.95
SPC SCHOOL2	3	1	\$33,520	\$563.14	\$0	\$0.00	\$563.14

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$33,520.00

\$1,679.35

GRAND TOTAL: \$1,631.35

FULLY PAID

DEEDS

INSTRUMENT NUMBER

DATE

[1380-74](#)

12/06/1976

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/23/2020	2020	THE SNOODY LAW FIRM	\$1,631.35
12/10/2019	2019	CORELOGIC	\$1,518.13
12/18/2018	2018	CORELOGIC	\$1,456.27
11/17/2017	2017	CORE LOGIC INC	\$1,464.12
11/21/2016	2016	CORELOGIC	\$1,420.52
12/1/2015	2015	CORELOGIC INC	\$1,425.52
12/2/2014	2014	CORELOGIC INC	\$1,596.28
11/19/2013	2013	CORELOGIC INC	\$1,596.28
11/21/2012	2012	CORELOGIC INC	\$1,595.79
20111216	2011	***	\$1,744.09

**City of Vestavia Hills
Tax Calculator
Homestead Properties**

2829 Acton Place

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	2829 Acton Place	Property Address		
====>	\$ 335,100	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$33,510.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$688.63	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$963.41	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$1,652.04	Total County remits to City for split with BOE		CITY	
\$506.00	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$274.78	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$688.63	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,744.20	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,432.83	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12/14/2020

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

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

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

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

Lindsay Brown
lindsayjobrown@gmail.com

Jake Brown
jbrown@russocorp.com

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

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

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

The following tract of land situated in the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West; Thence East along the South 1/4 - 1/4 line, 333.17 feet to the point of beginning; Thence 92 degrees 48 minutes 53 seconds left, 303.77 feet; to the southerly right-of-way of Acton Place; Thence 72 degrees 24 minutes 57 seconds right, 150.00 feet along said right-of-way; Thence 90 degrees 00 minutes 00 seconds right, and leaving said right-of-way 170.20 feet; Thence 20 degrees 23 minutes 56 seconds right, 196.16 feet to the south 1/4 - 1/4 line; Thence 90 degrees 00 minutes 00 seconds right, 185.00 feet along said 1/4 - 1/4 line to the point of beginning.

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Jacob Brown Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

Jacob Brown
Signature of Certifier

Subscribed and sworn before me this the 15th day of December, 2022.

Cindy Johnson
Notary Public

My commission expires: 2/13/23

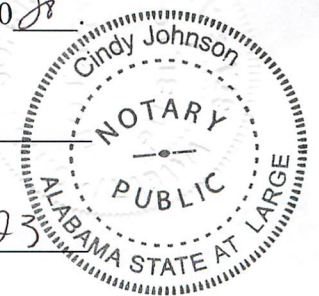


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
 Vestavia Hills AL 35216

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Lindsay and Jacob Brown

Address: 2829 Acton Place

City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Ann Margaret Brown	6	First Grade	✓	
2.	William Ford Brown	5	Pre-K	✓	
3.	Kathryn Grace Brown	2	N/A	✓	
4.					
5.					
6.					

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

08/2021
 08/2022
 08/2025

ORDINANCE NUMBER 3018

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

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

2829 Acton Place
Jake and Lindsay Brown, Owners

More Particularly described as follows:

The following tract of land situated in the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1 /4 of the Northwest 1 /4, Section 34, Township 18 South, Range 2 West; Thence East along the South 1/4 -1/4 line, 333.17 feet to the point of beginning; Thence 92 degrees 48 minutes 53 seconds left, 303.77 feet; to the southerly right-of-way of Acton Place; Thence 72 degrees 24 minutes 57 seconds right, 150.00 feet along said right-of-way; Thence 90 degrees 00 minutes 00 seconds right, and leaving said right-of-way 170.20 feet; Thence 20 degrees 23 minutes 56 seconds right, 196.16 feet to the south 1 /4 - 1 /4 line; Thence 90 degrees 00 minutes 00 seconds right, 185.00 feet along said 1 /4 - 1 /4 line to the point of beginning.

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

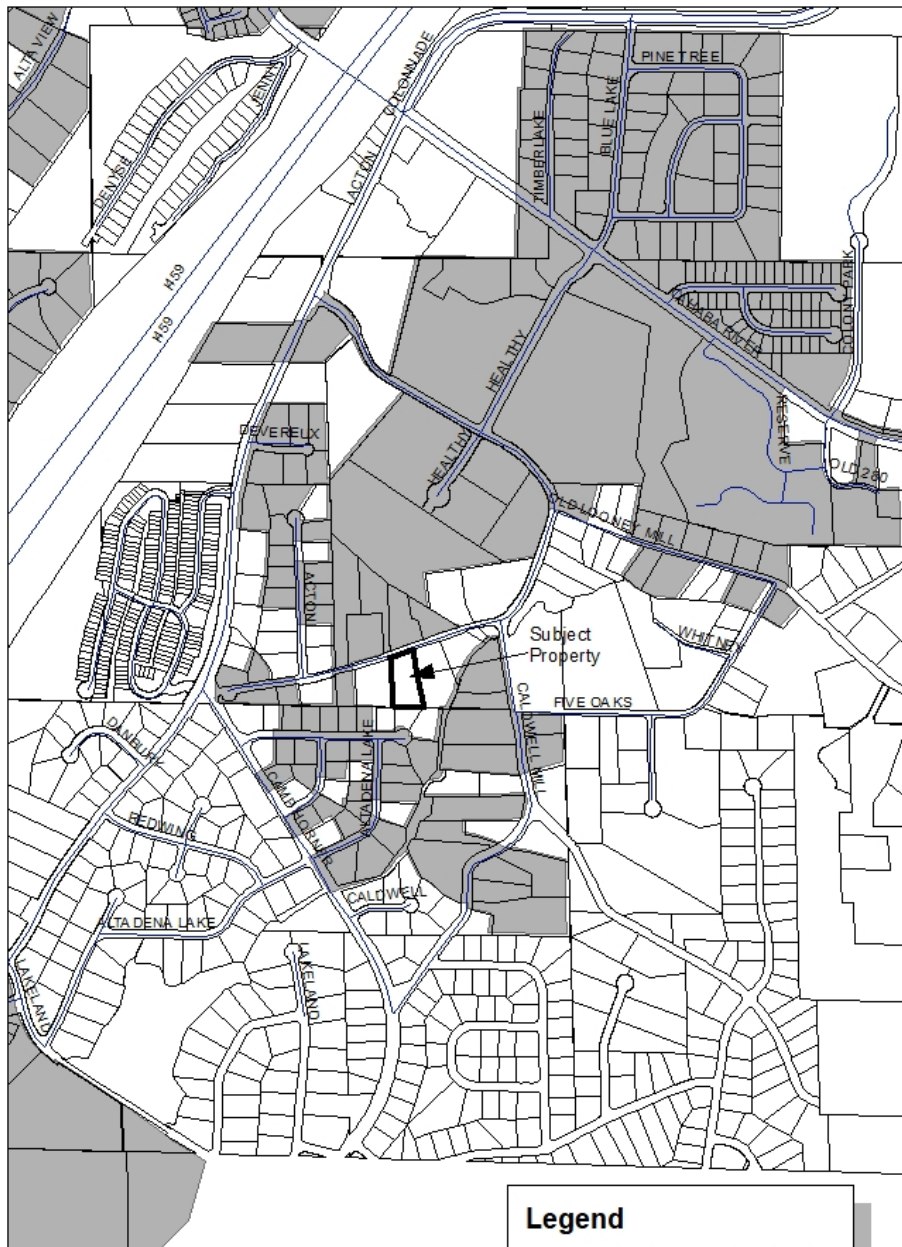
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3018 is a true and correct copy of such 28th day of June, 2021, as same appears in the official records of said City.

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



2829 Acton Place



Legend

■ Vestavia_Hills_City_Limits

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

Date: MAY 13, 2021

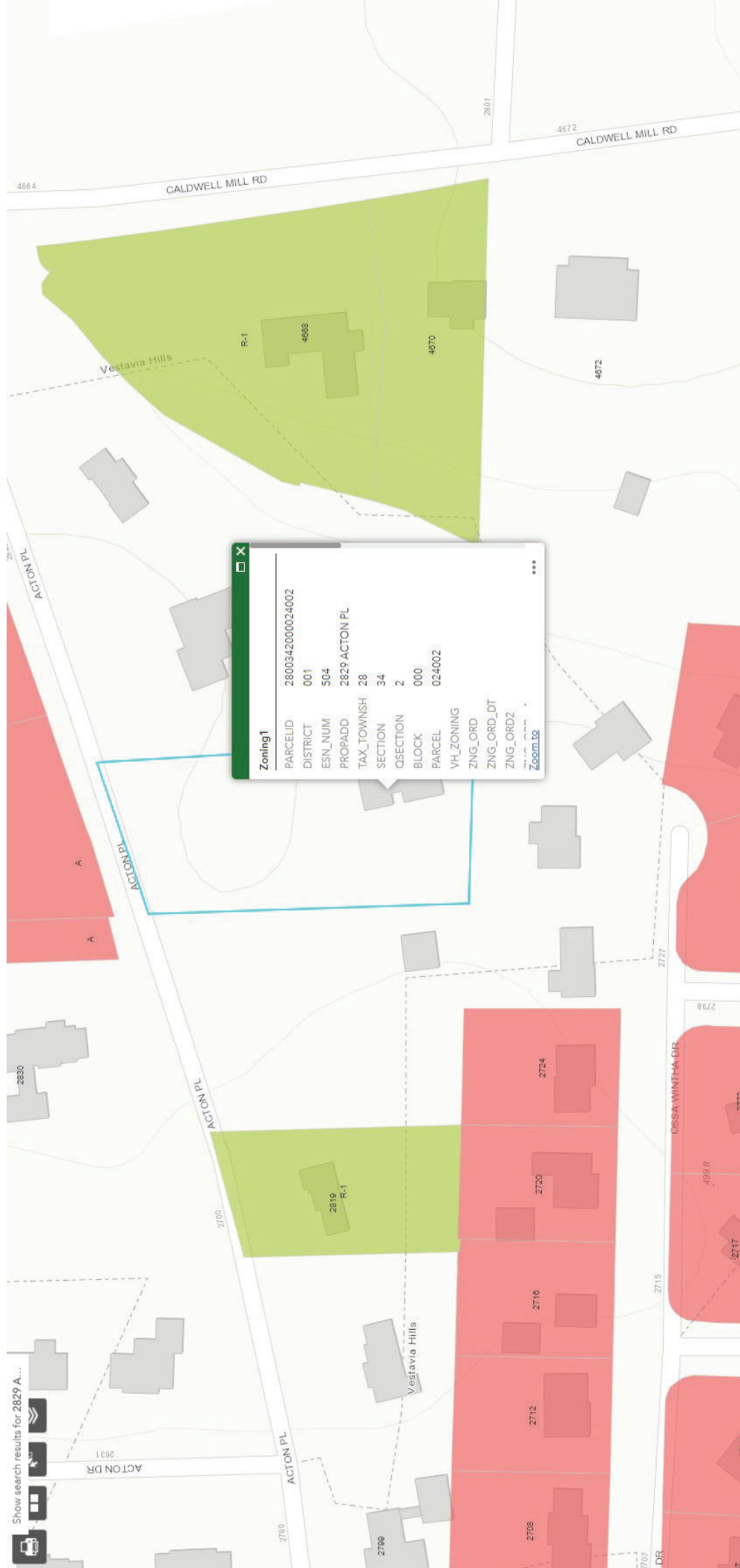
- **CASE:** P-0521-19
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 2829 Acton Pl.
- **APPLICANT/OWNER:** Lindsay & Jake Brown
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Acton Pl. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3002 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-2 to Vestavia Hills R-1 for the property located at 2829 Acton Pl. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



Zoning1	
PARCELID	2800342000024002
DISTRICT	001
ESN_NUM	504
PROPADD	2829 ACTON PL
TAX_TOWNSH	28
SECTION	34
QSECTION	2
BLOCK	000
PARCEL	02.4002
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORDZ	
Zoom In	
Zoom Out	

ORDINANCE NUMBER 3019

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

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2632 Alta Vista Circle
Lots 15 & 16, Altadena Valley Country Club Sector
Victor and Cynthia Maldonado, Owner(s)

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

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

ADOPTING and APPROVED this the 28th day of June, 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 # 3019 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 28th day of June, 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



2632 Alta Vista Circle



Annexation Committee Petition Review

Property: 2632 Alta Vista Circle

Owners: Victor Maldonado

Date: 2-8-21

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value \$345,800!. Meets city criteria: Yes N/A No
Commer House has 2 lots + sits on Jeff + Shelby County line
6. This street has fewer than 1'00% of the individual properties within the limits of the city
Yes No
Number of total homes 15 Number in city 8
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2632 Alta Vista Circle


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

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

10. Are there any concerns from city departments? Yes _____ No Comments: Roadway Anticipation will be shared with Shelby County

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

Other Comments: _____


George Pierce
Chairman

2-8-21

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

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

Location: 2632 Alta Vista Circle

Engineering; Public Services Date: 1-21-21 Initials: CB

2632 Alta Vista Circle -- no significant concerns noted; roadway recently paved and in good condition; no curb or gutter and no significant drainage infrastructure; some neighboring properties remain in County (Jefferson and Shelby) so roadway maintenance in this area will continued to be shared.

Police Department: Date: _____ Initials: _____

Comments: _____

Fire Department: Date: 1/22/21 Initials: RF

Comments: _____

Board of Education: Date: 1-22-21 Initials: SB

Comments: A/P

PARCEL #: 28 00 33 4 002 002.000	Baths: 0.0	H/C Sqft: 0
OWNER: MALDONADO VICTOR A	18-036.0	Bed Rooms: 0
ADDRESS: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243-2700	Land: 65,100	Imp: 0
LOCATION: 2632 ALTA VISTA CIR BHAM AL 35243	Acres: 0.000	Sales Info: 02/26/2016 \$10
		Land Sch: G1
		Total: 65,100

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

Tax Year : 2020

SUMMARY PROPERTY INFO ASSESSMENT VALUE TAX INFO DEEDS PAYMENT INFO

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$65,100.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$65,100
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$65,100]: \$65,100

Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$6,520	\$42.38	\$0	\$0.00	\$42.38
COUNTY	3	2	\$6,520	\$88.02	\$0	\$0.00	\$88.02
SCHOOL	3	2	\$6,520	\$53.46	\$0	\$0.00	\$53.46
DIST SCHOOL	3	2	\$6,520	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$6,520	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$6,520	\$33.25	\$0	\$0.00	\$33.25
SPC SCHOOL2	3	2	\$6,520	\$109.54	\$0	\$0.00	\$109.54

ASSD. VALUE: \$6,520.00

\$326.65

TOTAL FEE & INTEREST: (Detail) \$5.00

GRAND TOTAL: \$331.65

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2016056687	2/26/2016
201004-15209	5/20/2010
200904-15685	04/09/2009
200607-24094	04/28/2004
1538-466	12/20/1977

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/30/2020	2020	VICTOR MALDONADO	\$331.65
12/9/2019	2019	VICTOR MALDONADO	\$331.65
10/25/2018	2018	VICTOR MALDONADO	\$216.42
11/28/2017	2017	VICTOR A MALDONADO	\$216.42
10/13/2016	2016	VICTOR MALDONADO	\$216.42
11/20/2015	2015	WELLS FARGO	\$216.42
12/8/2014	2014	WELLS FARGO HOME MORTGAGE	\$216.42
12/11/2013	2013	WELLS FARGO	\$216.42
12/20/2012	2012	WELLS FARGO	\$215.93
20111209	2011	***	\$215.93
20101208	2010	***	\$215.93



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PARCEL #: 10 2 04 0 001 016.000	[111-C0]	Baths: 3.0	H/C Sqft: 2,311
OWNER: MALDONADO VICTOR A & CYNTHIA P		Bed Rooms: 0	Land Sch: GM
ADDRESS: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243	Land: 27,000	Imp: 163,700	Total: 190,700
LOCATION: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243	Acres: 0.000	Sales Info: \$0	

<< Prev Next >> [1 / 1 Records] Processing..

Tax Year : 2020 ▼

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SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXMPT CODE:	10	DISABILITY CODE:	
MUN CODE:	01 COUNTY	HS YEAR:	2018
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		

CLASS USE:	PART OF LOT IN JEFFCO		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	\$186,000.00	BOE VALUE:	0

VALUE

LAND VALUE 10%	\$27,000
LAND VALUE 20%	\$0
CURRENT USE VALUE	[DEACTIVATED] \$0

CLASS 2

CLASS 3

BLDG 01	111	\$163,700
---------	-----	-----------

TOTAL MARKET VALUE:	\$190,700
---------------------	-----------

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$19,080	\$124.02	\$4,000	\$26.00	\$98.02
COUNTY	3	1	\$19,080	\$143.10	\$2,000	\$15.00	\$128.10
SCHOOL	3	1	\$19,080	\$305.28	\$0	\$0.00	\$305.28
DIST SCHOOL	3	1	\$19,080	\$267.12	\$0	\$0.00	\$267.12
CITY	3	1	\$19,080	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE:			\$19,080.00	\$839.52			GRAND TOTAL: \$798.52

DEEDS

INSTRUMENT NUMBER	DATE
20160429000142290	2/26/2016
20100520000158570	5/20/2010
20090416000139220	4/9/2009
20060503000412840JEFNCNTY	5/3/2006
20060510000220560	4/28/2006

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/4/2020	2020	VICTOR MALDONADO	\$798.52
11/20/2019	2019	VICTOR MALDONADO	\$777.40
10/12/2018	2018	MALDONADO VICTOR A	\$837.24
11/20/2017	2017	MALDONADO VICTOR A	\$900.24
10/13/2016	2016	VICTOR MALDONADO	\$829.32
11/9/2015	2015	WELLS FARGO REAL ESTATE TAX SERVICES	\$814.36
11/10/2014	2014	WELLS FARGO HOME MORTGAGE	\$607.56
11/18/2013	2013	WELLS FARGO HOME MORTGAGE	\$607.56
11/15/2012	2012	WELLS FARGO REAL ESTATE TAX	\$607.56

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DON ARMSTRONG
Property Tax
Commissioner

SHELBY COUNTY
102 Depot Street
Columbiana AL 35051
(205) 670-6900



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PARCEL #: 10 2 04 0 001 015.000 OWNER: MALDONADO VICTOR A & CYNTHIA P ADDRESS: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243 LOCATION: 2632 ALTA VISTA CIRCLE BIRMINGHAM AL 35243	Baths: 0.0 H/C Sqft: 0 Bed Rooms: 0 Land Sch: GM Land: 90,000 Imp: 0 Total: 90,000 Acres: 0.000 Sales Info: 05/20/2010 \$107,000
--	--

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2020 ▼

SUMMARY [VIEW RECORDS](#) [PRINT](#) [HELP](#)

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	LAND VALUE 10%	\$90,000
EXEMPT CODE:		LAND VALUE 20%	\$0
MUN CODE:	01 COUNTY	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	2		
OVR ASD VALUE:	\$0.00		
OVER 65 CODE:			
DISABILITY CODE:			
HS YEAR:	0		
EXM OVERRIDE AMT:	\$0.00		
CLASS USE:	JHS	TOTAL MARKET VALUE:	\$90,000
FOREST ACRES:	0		
TAX SALE:			
PREV YEAR VALUE:	\$90,000.00		
BOE VALUE:	0		

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DON ARMSTRONG
 Property Tax Commissioner
 SHELBY COUNTY
 102 Depot Street
 Columbiana AL 35051
 (205) 670-6900

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$9,000	\$58.50	\$0	\$0.00	\$58.50
COUNTY	3	1	\$9,000	\$67.50	\$0	\$0.00	\$67.50
SCHOOL	3	1	\$9,000	\$144.00	\$0	\$0.00	\$144.00
DIST SCHOOL	3	1	\$9,000	\$126.00	\$0	\$0.00	\$126.00
CITY	3	1	\$9,000	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE:			\$9,000.00	\$396.00			GRAND TOTAL: \$396.00

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
20160429000142290	2/26/2016	11/4/2020	2020	VICTOR MALDONADO	\$396.00
20100520000158570	5/20/2010	11/20/2019	2019	VICTOR MALDONADO	\$396.00
20090416000139220	4/9/2009	10/12/2018	2018	MALDONADO VICTOR A	\$352.00
20090416000139200	3/9/2009	11/20/2017	2017	MALDONADO VICTOR A	\$352.00
20090313000093140	2/6/2009	10/13/2016	2016	VICTOR MALDONADO	\$352.00
20060503000412840JEFNCNTY	5/3/2006	11/9/2015	2015	WELLS FARGO REAL ESTATE TAX SERVICES	\$352.00
20060510000220560	4/28/2006	11/10/2014	2014	WELLS FARGO HOME MORTGAGE	\$352.00
		11/18/2013	2013	WELLS FARGO HOME MORTGAGE	\$352.00
		11/15/2012	2012	WELLS FARGO REAL ESTATE TAX SERVICES	\$352.00



**City of Vestavia Hills
Tax Calculator
Homestead Properties**

2632 Alta Vista Circle
Lots 15 & 16

AD VALOREM TAX MILLAGE

Millage Multiplier	
0.02055	Ad valorem to City General Fund: 20.55 mills
0.02875	City BOE portion: 28.75 mills
0.0151	District 20 School: 15.1 mills
0.0082	Countywide School: 8.2 mills
0.05205	Ad valorem to Schools (TOTAL): 52.05 mills

ASSESSED VALUE

		Citizen Access Portal Descriptor	Notes
====>	2632 Alta Vista Circle (lts 15 & 16)	Property Address	
====>	\$ 345,800	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$34,580.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$710.62	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$994.18	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,704.79	Total County remits to City for split with BOE	CITY	
\$522.16	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$283.56	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$710.62	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,799.89	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,510.51	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson and Shelby COUNTY

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

Date of Petition: 12/14/2020

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

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

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

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

Contact Info:

Email: kiko104@hotmail.com
Cell: 205.504.2260

EXHIBIT "A"

LOT: Fifteen (15) and Sixteen (16)

BLOCK: _____

SURVEY: Altadena Valley Country Club Sector

RECORDED IN MAP BOOK Jeff. 66 / Shelby 4, PAGE Jeff. 39 / Shelby 71 IN THE
PROBATE OFFICE OF Jefferson and Shelby COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Victor A Maldonado</u>	Lot <u>15/16</u> Block _____ Survey <u>AVCC Sector</u>
<u>Cynthia Maldonado</u>	Lot <u>15/16</u> Block _____ Survey <u>AVCC Sector</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

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

Victor A Maldonado
Signature of Certifier

Subscribed and sworn before me this 14th day of Dec., 2020.

[Signature]
Notary Public

My commission expires: 7/03/2023

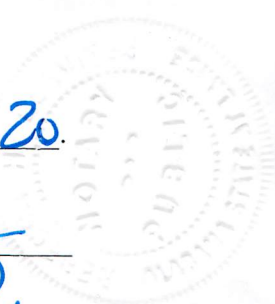


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____

Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Victor A. & Cynthia P. Maldonado

Address: 2632 Alta Vista Circle

City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Lucas P. Maldonado	8	3rd	X	
2.	Cadence L. Maldonado	5	Kindergarten	X	
3.					
4.					
5.					
6.					

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

*** Children are already in Vestavia School system.

ORDINANCE NUMBER 3020

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

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2600 Alta Vista Circle
Lot 8, Altadena Valley Country Club Sector
Mark and Hillary Smith, Owner(s)

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

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

ADOPTING and APPROVED this the 28th day of June, 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 # 3020 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 28th day of June, 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



2600 Alta Vista Circle

2600 Alta Vista Circle



Annexation Committee Petition Review

Property: 2600 Alta Vista Circle

Owners: Mark and Hillary Smith

Date: 2-8-21

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$238,900. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 15 Number in city 8
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 2600 Alta Vista Circle

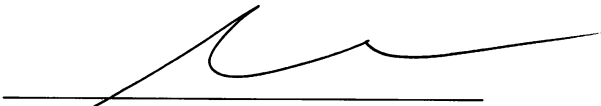
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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

10. Are there any concerns from city departments? Yes _____ No Comments: Roadway maintenance will be shared with Shelby county

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman 2-8-21

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

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

Location: 2600 Alta Vista Circle

Engineering; Public Services

Date: 1/21/21 Initials: CS

2600 Alta Vista Circle -- no significant concerns noted; roadway recently paved and in good condition; no curb or gutter and no significant drainage infrastructure; some neighboring properties remain in County (Shelby) so roadway maintenance in this area will continued to be shared.

Police Department:

Date: _____ Initials: _____

Comments: _____

Fire Department:

Date: 1/22/21 Initials: ZF

Comments: _____

Board of Education:

Date: 1/22/21 Initials: SB

Comments: NIP



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SHELBY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY REDEMPTION DELINQUENT

- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 10 2 04 0 001 008.000	[111-C+]	Baths: 3.0	H/C Sqft: 2,225
OWNER: SMITH MARK L		Bed Rooms: 0	Land Sch: GM
ADDRESS: 2600 ALTA VISTA CIR BIRMINGHAM AL 35243	Land: 90,000	Imp: 148,900	Total: 238,900
LOCATION: 2600 ALTA VISTA CIR BIRMINGHAM AL 35243	Acres: 0.000	Sales Info: 01/03/2011	\$206,500

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	10	DISABILITY CODE:	
MUN CODE:	01 COUNTY	HS YEAR:	2014
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		

CLASS USE:		TAX SALE:	
FOREST ACRES:	0	BOE VALUE:	0
PREV YEAR VALUE:	\$234,600.00		

VALUE

LAND VALUE 10%	\$90,000
LAND VALUE 20%	\$0
CURRENT USE VALUE [DEACTIVATED]	\$0

CLASS 2

<u>CLASS 3</u>			
BLDG 1 Card 1	111		\$148,900

TOTAL MARKET VALUE:	\$238,900
---------------------	-----------

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$23,900	\$155.35	\$4,000	\$26.00	\$129.35
COUNTY	3	1	\$23,900	\$179.25	\$2,000	\$15.00	\$164.25
SCHOOL	3	1	\$23,900	\$382.40	\$0	\$0.00	\$382.40
DIST SCHOOL	3	1	\$23,900	\$334.60	\$0	\$0.00	\$334.60
CITY	3	1	\$23,900	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE: \$23,900.00				\$1,051.60			GRAND TOTAL: \$1,010.60

DEEDS

INSTRUMENT NUMBER

- [20110106000007070](#)
- [20020033319000000](#)
- [20020033318000000](#)
- [19990003501400000](#)
- [19950002780300000](#)

DATE

- 1/3/2011
- 7/1/2002
- 6/25/2002
- 8/19/1999
- 9/26/1995

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/2/2020	2020	MARK SMITH	\$1,010.60
11/8/2019	2019	CORELOGIC REAL ESTATE TAX SERVICE	\$991.24
11/13/2018	2018	CORELOGIC REAL ESTATE TAX SERVICE	\$922.60
11/17/2017	2017	CORELOGIC REAL ESTATE TAX SERVICE	\$890.92
11/17/2016	2016	CORELOGIC REAL ESTATE TAX SERVICE	\$868.92
11/18/2015	2015	CORELOGIC REAL ESTATE TAX SERVICE	\$857.48
11/18/2014	2014	SUNTRUST VALUTREE REAL ESTATE	\$848.68

QUICK LINKS

- PTC Info
- Assessment
- Collection
- Property Deeds
- Millage Rate
- Contact Us
- County Site
- Get Adobe Reader
- ** News **
- Tax Lien Info

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

DON ARMSTRONG
Property Tax
Commissioner

SHELBY COUNTY
102 Depot Street
Columbiana, AL 35051
(205) 670-6900



**City of Vestavia Hills
Tax Calculator
Homestead Properties**

2600 Alta Vista Circle

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	2600 Alta Vista Circle	Property Address		
====>	\$ 238,900	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$23,890.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$490.94	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$686.84	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$1,177.78	Total County remits to City for split with BOE		CITY	
\$360.74	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$195.90	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$490.94	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,243.47	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$1,734.41	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Shelby COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 10-30-20

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

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

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

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

Mark Smith (865) 387-3609 kidney liver@gmail.com AL# 9605AL7
Hillary Smith (205) 541-3761 HL Carney@gmail.com AL# 5702AK7

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

[Signature] Lot 8 Block AVCC Survey Mortgage Survey

[Signature] Lot 8 Block AVCC Survey Mortgage Survey

____ Lot ____ Block ____ Survey ____

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

STATE OF ALABAMA

Shelby COUNTY

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

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 30 day of OCT, 2020.

[Signature]
Notary Public

My commission expires: 9/25/22

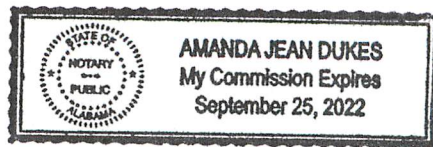


EXHIBIT "A"

LOT: 8 of Altadna Valley Country Club

BLOCK: Altadna Valley Country Club

SURVEY: Mortgage Survey - Rodney Shiflett

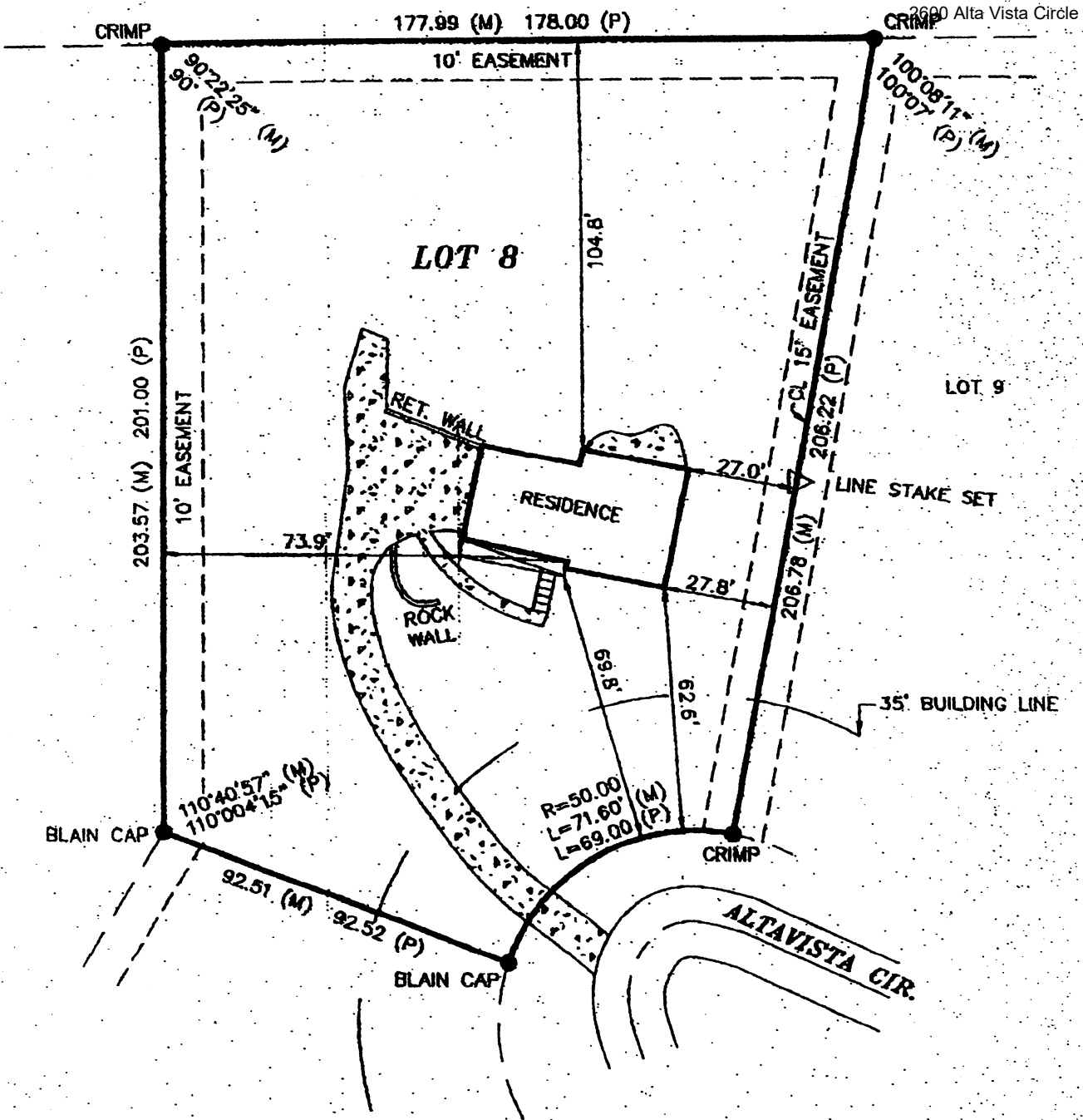
RECORDED IN MAP BOOK 4, PAGE 71 IN THE

PROBATE OFFICE OF Shelby COUNTY, ALABAMA.

COUNTY ZONING: AE

COMPATIBLE CITY ZONING: B-1

LEGAL DESCRIPTION (METES AND BOUNDS): See attached survey / plot map



MORTGAGE SURVEY

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying in the State of Alabama, the correct legal description being as follows:

Lot 8 of Altadena Valley Country Club, as recorded in Map Book 4, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0090 D, Zone 'AE', dated September 29, 2006.

Rodney Y. Shiflett
 Rodney Y. Shiflett Al. Reg. #21784

LEGEND



JOB NO. 10376

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Mark & Hillary Smith
 Address: 2600 Alta Vista Cir
 City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Colton Smith	4	Pre-K	✓	
2.	Austin Smith	3		✓	
3.	Elijah Smith	1		✓	
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": September 2021

ORDINANCE NUMBER 3021

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 SHELBY COUNTY E-1 TO VESTAVIA HILLS R-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Shelby County E-1 (low density residential district) to Vestavia Hills R-2 (medium density residential district):

2632, 2624 and 2600 Alta Vista Circle
Lots 8, 14, 15 & 16, Altadena Country Club Sector
Victor Maldonado and Mark & Hillary Smith, Owners

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

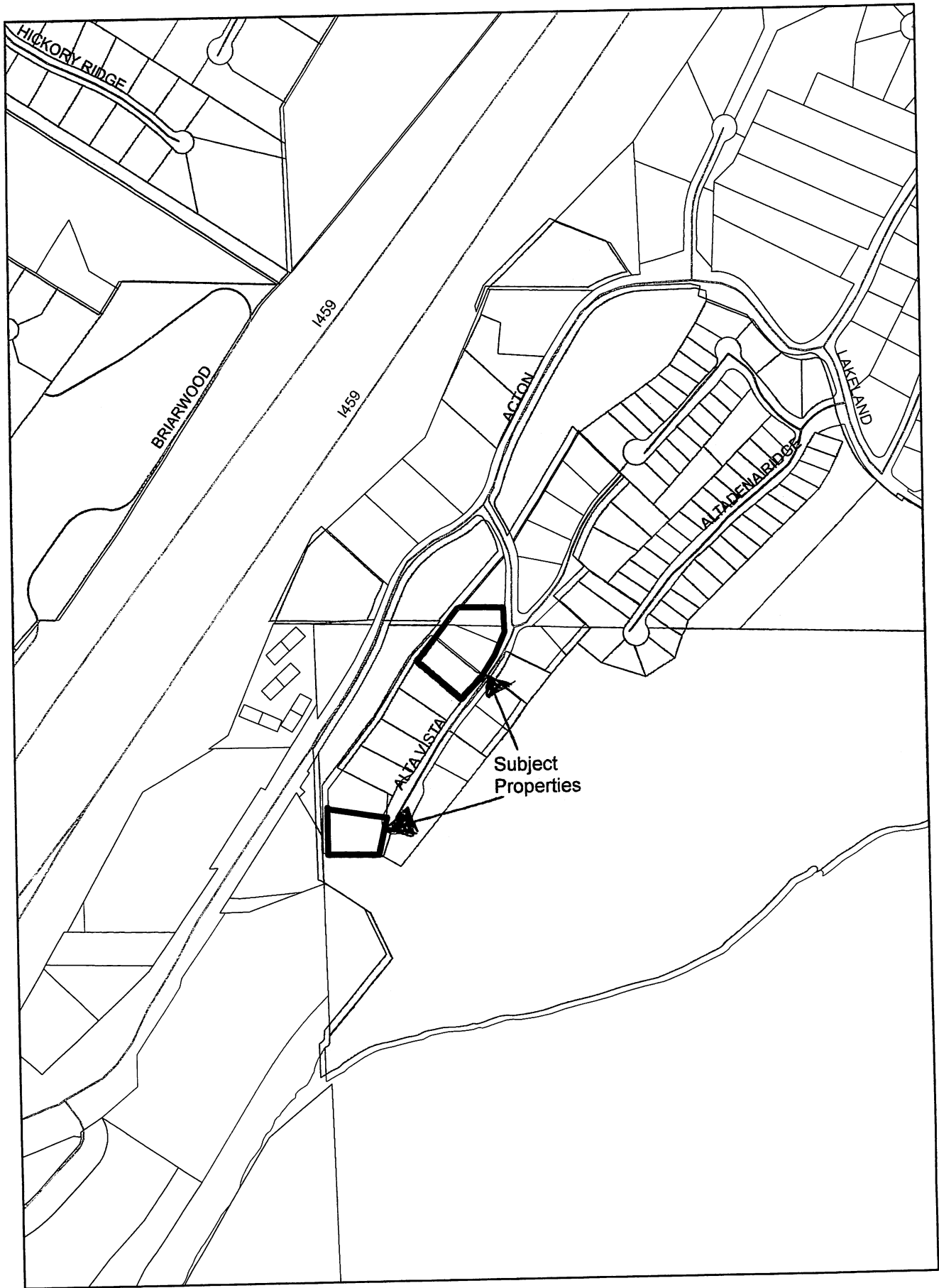
Rebecca Leavings
City Clerk

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 # 3021 is a true and correct copy of such 28th day of June, 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: MAY 13, 2021

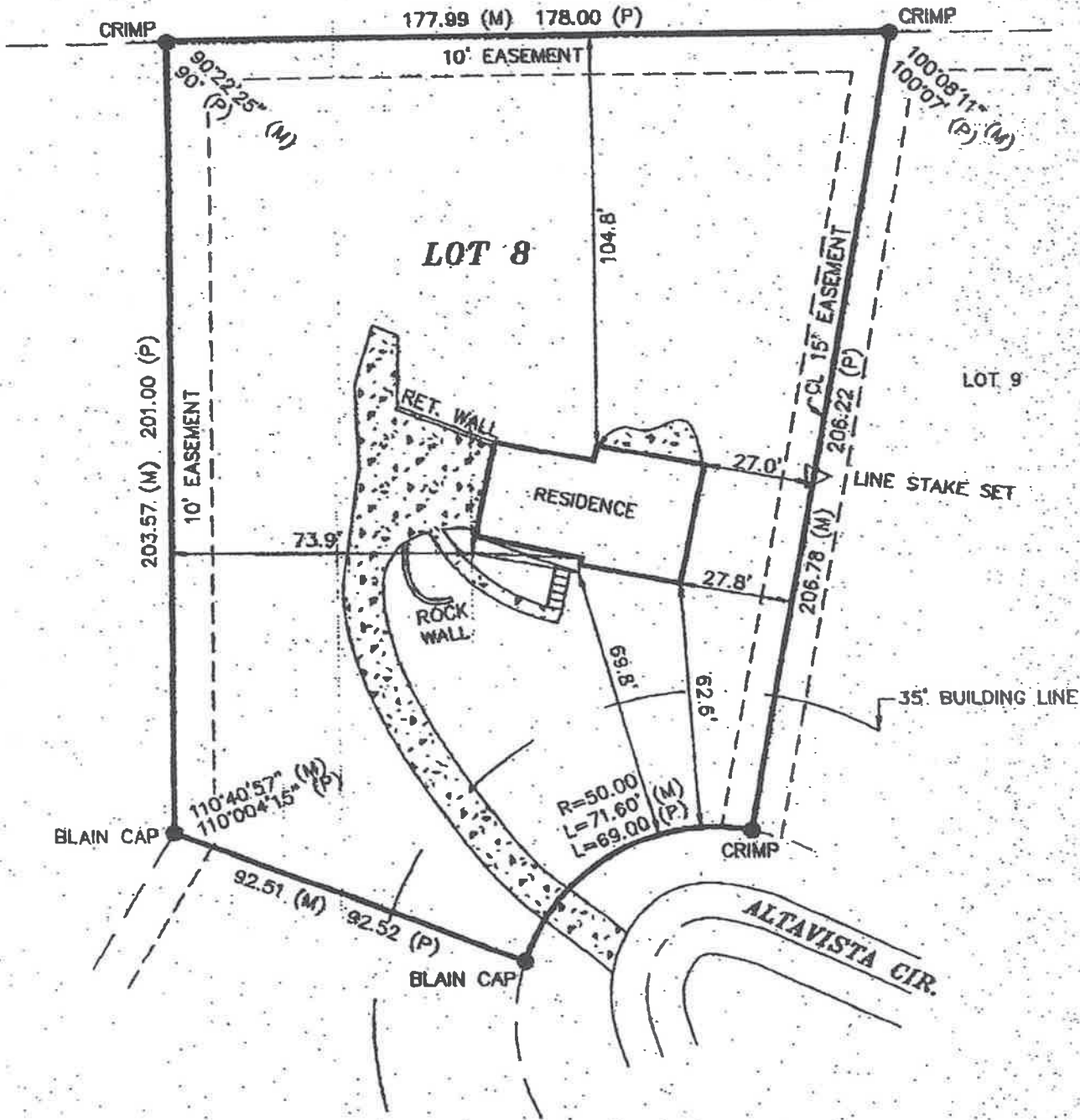
- **CASE:** P-0521-14
- **REQUESTED ACTION:** Rezoning SC E-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2600, 2624, & 2632 Alta Vista Circle
- **APPLICANT/OWNER:** Mark Smith & Victor Maldonado
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Alta Vista Cir. from SC E-1 to VH R-2. Property was annexed overnight by Ordinance 3003 & 3004 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-1 to Vestavia Hills R-2 for the property located at 2600, 2624, & 2632 Alta Vista Circle. Second was by Mr. Honeycutt. Motion was carried on a roll call; vote as follows:

Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



MORTGAGE SURVEY

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying the the State of Alabama, the correct legal description being as follows:

Lot 8 of Altadena Valley Country Club, as recorded in Map Book 4, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0090 D, Zone 'AE', dated September 29, 2006.

Rodney Y. Shiflett
 Rodney Y. Shiflett Al. Reg. #21784

Zoning1

PARCELID	
DISTRICT	
ESN_NUM	0
PROPADD	
TAX_TOWNSH	
SECTION	
OSECTION	
BLOCK	
PARCEL	
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	

Zoom to

