

Join us! In an effort to enhance meetings post COVID-19 emergency orders, the City Council invites you to join and/or participate in a variety of ways: Via computer Zoom meetings (no app is necessary), telephone, email and/or text! See details on page 3.

**Vestavia Hills
City Council Agenda
July 26, 2021
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Steve Dedmon, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager’s Report
8. Councilors’ Reports
9. Approval Of Minutes – July 12, 2021 (Regular Meeting)

Old Business

10. Ordinance Number 3023 – Conditional Use Approval – Conditional Use Approval For A Home Occupation; 4950 Reynolds Lane; Willie And Darlene S. Myers, Jr., Owners (*public hearing*)

New Business

11. Ordinance Number 3008-B – An Ordinance Amending Ordinance Number 3008 And Ordinance Number 3008-A To Join Additional Municipalities In Formation Of The Cahaba Solid Waste Disposal Authority

New Business (Requesting Unanimous Consent)

12. Resolution Number 5340 – A Resolution Authorizing The City Manager To Accept A Quote From Mobile Communications America For Relocation Of A Weather Siren Located At Vestavia Hills Elementary Cahaba Heights (*public hearing*)

13. Ordinance Number 3029 – An Ordinance Authorizing The Mayor And City Manager To Execute An Agreement With School Engineering For Hydrologic Consulting Services For A Stormwater Master Plan Project For The City *(public hearing)*

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

14. Resolution Number 5337 – Annexation – 90 Day – 2429 Altadena Road; Lot 2, Haynies Addition To Ridge Forest; Keith And Taylor Cargal (Owners) *(public hearing)*
15. Ordinance Number 3025 – Annexation – Overnight – 2429 Altadena Road; Lot 2, Haynies Addition To Ridge Forest; Keith And Taylor Cargal (Owners) *(public hearing)*
16. Resolution Number 5338 – Annexation – 90 Day – 2625 Red Bud Lane; Lot 4B, LB Lloyd Subd; Deborah and Jack Standifer, (Owners) *(public hearing)*
17. Ordinance Number 3026 – Annexation – Overnight – 2625 Red Bud Lane; Lot 4B, LB Lloyd Subd; Deborah and Jack Standifer, (Owners) *(public hearing)*
18. Resolution Number 5339 – Annexation – 90 Day – 2621 Red Bud Lane; Lot 4A, Gary and Pam West Survey; Jordan Hoffman, (Owners) *(public hearing)*
19. Ordinance Number 3027 – Annexation – Overnight – 2621 Red Bud Lane; Lot 4A, Gary and Pam West Survey; Jordan Hoffman, (Owners) *(public hearing)*
20. Ordinance Number 3028 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Temporary Construction Easement For The Parkside Development Project Located On Dolly Ridge Road Described As Lot 2, Hollis Crossings Survey *(public hearing)*
21. Resolution Number 5341 – A Resolution Authorizing The City Manager To Expend Additional Funding For The Needed Renovations At Vestavia Hills Fire Station No. 3 *(public hearing)*
22. Citizens Comments
23. Executive Session – Possible Purchase/Sale Of Real Estate
24. 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.

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JULY 12, 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. A number of staff and general public/audience members also attended virtually, 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:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Umang Patel, Court Director
Shawn Jackson, Deputy Fire Chief*
George Sawaya, Asst. Finance Director
Brian Davis, Public Services Director*
Cinnamon McCulley, Communications Specialist
**present via Zoom or telephone*

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

APPROVAL OF THE AGENDA

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

MOTION Motion to approve the agenda as presented was by Mrs. Cook seconded by Mr. Pierce. Roll call vote was, as follows:
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – abstain
Mayor Curry – yes motion carried.

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Karen Odle, Vestavia Hills Chamber of Commerce President, announced that the annual State of Alabama Sales Tax Holiday is scheduled for July 16-18. She encouraged everyone to shop local, shop Vestavia Hills.
- Erin Lutomski, Distinguished Young Woman of Jefferson County for 2021, was present. She indicated she was just completing her term as DYW. The Mayor introduced her and explained some of her background. Ms. Lutomski stated that she just graduated from Hoover High School and will soon move on to college. She explained the Distinguished Young Woman program and how scholarship money is collected and raised by the program. In this upcoming competition, there are two young ladies competing from Vestavia Hills. The Mayor also welcomed Ms. Lutomski's parents who were also in attendance.
- Mrs. Cook welcomed Anne Boston, Vestavia Hills Beautification Board.
- Mr. Head welcomed Kirk McCulley, President, Vestavia Hills Parks and Recreation Board. He announced that the Board has a regularly scheduled work session on July 20, 2021 in the Executive Conference Room beginning at 7 AM.
- Mr. Pierce welcomed Karen Odle, President of the Chamber of Commerce, to the meeting, representing the Board.

CITY MANAGER'S REPORT

- Mr. Downes stated that he will defer his report in lieu of the Community Spaces Update.

COMMUNITY SPACES UPDATE

Raynor Boles, TCU Consulting, gave July reports on the various Community Spaces projects.

- Wald Park, Phase II: Mr. Boles stated that this project is wrapping up. There are some sidewalks that need completion and handrails are being installed. He stated that they are about 98% done with seeding and sod. He stated that they are training City staff on lighting, controls, etc. Punch list is currently about 100 items, including the replacement of the sod at the front on the play lawn. He stated that they are in the process of replacement which will require the closure of the baseball parking and will be a 2- to 3-day operation. He stated they will work with the City to find the best time to do that.
- Options for the shade structures were given to the Council along with pricing and options. Mr. Boles stated that their hope was to have shade structures as good as those at Cahaba Heights, but they knew that the budget and safety issues were significant constraints. The vendor used at Cahaba Heights Park offers four options for shade structures at Wald Park. Drawings were given to the Council. He explained the location for these which would not span all the bleachers because of the proximity of the bleachers to the press box. A residential-style contractor also provided an option that could cover all the bleachers but would cause a slight blocking of sight line.

- Mrs. Cook pointed out a significant price difference in the recommended \$120,000 option vs. the residential option of \$30,000. Mr. Boles explained the difference in materials and construction.
- Mr. Pierce asked about seeing these options in use at other parks. Mr. Boles stated that Hoover East has similar shades but the coverings in the proposed option would be a bit better than what is at Hoover East
- Mr. Weaver asked about the timeframe for the structures. Mr. Boles indicated that the vendors are ready to go right away. Mr. Weaver stated that his preference would be to lower the aesthetics to a residential-type of awning. Mr. Boles explained that the Council can go and look at these and ensure the quality and appearance are to their liking.
- Phase III Wald Park: Mr. Boles indicated that there is a serious materials shortage and they have been trying to value-engineer this to get back within budget. He stated that, based off what they are seeing, the materials cost increases will not end within the next few months. He stated that they are going to have to look at scope reductions and they are dealing with a crazy market.
 - Discussion ensued. Mrs. Cook asked Mr. Head his opinion on the cost issue, and Mr. Head stated his opinion was to put in the tennis court and wait on the rest.
- Crosshaven Drive Improvements Project: Mr. Boles stated that less than half of the project is done but all materials are on site. On July 29, Jefferson County Commission will be asked to approve an agreement to utilize the City's contractor to complete their intersection at Crosshaven and Green Valley; the County will pay for the improvements. He stated the County portion is about \$3 million. The replacement of the storm water pipe has hit a lot of conflicts and they are still carefully dealing with the closing of the road, so the timing is unknown at this point. Curb and gutter is on site and, by the end of July, it should be installed from Overton Road to Green Valley. The good news of the project is that most of the widening is on the east side of the road, which means the three-lane widening can occur now to allow for two-way traffic even during the utility relocation and pipe repair.
- Community Center: Mr. Boles stated that about half of the contract is completed and materials are stored on-site. He explained that the concerns are the same material shortages that they have been discussing including handrails. The weather has not been very cooperative, but soon they will be under roof weather days will not impact the progress as much.
 - Mr. Pierce asked about the completion. Mr. Boles stated that they hope to be done by the end of the year. Discussion ensued.

COUNCILOR REPORTS

- Mr. Weaver stated that the Planning and Zoning Commission had their regular meeting on July 8, 2021, with one rezoning request. The single request was to rezone from multi-family to townhomes and will proceed to Council soon.
- Mr. Pierce stated that the Annexation Committee met last week with three annexation requests which will proceed to Council in August.

APPROVAL OF MINUTES

The Mayor opened the floor for approval of the following minutes: June 28, 2021 (Regular Meeting).

MOTION Motion to approve the minutes of June 28, 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 – yes
Mayor Curry – yes	motion carried.

OLD BUSINESS

RESOLUTION NUMBER 5333

Resolution Number 5333 – A Resolution Authorizing The City Manager To Accept A Proposal From Ray Engineering Group To Provide Electrical Engineering Services For The City Hall And Police/Court Buildings (public hearing)

MOTION Motion to approve Resolution Number 5333 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes explained that this was discussed in a previous work session to improve the back-up power of both of these buildings. The engineering will come back to let the Council know what type of generator will be needed to bring the needed power to the Police Building along with the City Hall utilizing natural gas in lieu of the older diesel generators.

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 3022

Ordinance Number 3022 – An Ordinance To Repeal Ordinance Numbers 56 And 2279; To Amend Chapter 6, Article II, Division I, Sections 16-17, 6-18, 6-19, In The Vestavia Hills Code Of Ordinances; And To Prohibit The Sale, Possession, Use, Storage, Distribution And Manufacture Of Pyrotechnics And Fireworks In The City Of Vestavia Hills, Alabama; And To Prescribe The Penalties For Violation Of This Ordinance (public hearing)

MOTION Motion to approve Ordinance Number 3022 was by Mr. Pierce and seconded by Mr. Head.

The Mayor explained this was needed because the Alabama Legislature passed new legislation that allows fireworks to be sold throughout the state. The legislation was amended to allow cities such as Vestavia Hills that have Ordinances in place regarding the prohibition of firework sales in the City to continue to prohibit the sale of these items. Mr. Boone has drafted a new Ordinance to establish the fact that the City still prohibits the sale of fireworks in the City.

Mr. Pierce pointed out that the Chief of Police still has the authority to approve special events with fireworks.

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 5335

Resolution Number 5335 – A Resolution Granting Spire Alabama, Inc., A Utility Easement For Connection Of Natural Gas Service

MOTION Motion to approve Resolution Number 5335 was by Mr. Pierce and seconded by Mrs. Cook.

Mr. Downes explained that this is a new easement for natural gas. Spire has indicated that they need it in order to allow a better access to natural gas. The Fire Department and Engineering has reviewed the easement and find no conflict.

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)

The Mayor opened the floor for unanimous consent for the immediate consideration and action of Resolution Numbers 5334 and 5336.

MOTION Motion for unanimous consent for the immediate consideration and action of Resolution Numbers 5334 and 5336 by Mrs. Cook seconded by Mr. Pierce.
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes motion carried.

RESOLUTION NUMBER 5334

Resolution Number 5334 - A Resolution Authorizing The City Manager To Construct A Metal Awning In The Rear Of The Public Building At City Hall (*public hearing*)

MOTION Motion to approve Resolution Number 5334 was by Mrs. Cook and seconded by Mr. Pierce.

Mr. Downes stated that the situation at a rear entry to the Police Building allowed water into the building and was resulting in damage to the floor. The installation of this awning will keep the area dry and not allow damage from water entering the building.

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 5336

Resolution Number 5336 – A Resolution Authorizing The City Manager To Purchase Holiday Décor For The City (*public hearing*)

MOTION Motion to approve Resolution Number 5336 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes stated that the Council has discussed this previously in multiple work sessions. This will upgrade holiday decorations to LED lighting. He stated that they collaborated with the Beautification Board and polled for input from the general public in Vestavia Listens. The consensus was to be snowflakes, trees and angels. They have found a vendor to purchase these and should be here in time to outfit the City’s poles and a Menorah to be placed for the season as well. The areas inclusive are Columbiana Road, Montgomery Highway, Rocky Ridge and Cahaba Heights.

Mr. Pierce asked about the warranty. Mr. Davis indicated that there is a warranty but he doesn't know it off-hand.

Anne Boston, Beautification Board, stated that the existing decorations are over 20 years old. She indicated that they have also provided welcome banners for the City, which she thinks need to be displayed.

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.

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

- Ordinance Number 3023 – Conditional Use Approval – Conditional Use Approval For A Home Occupation; 4950 Reynolds Lane; Willie And Darlene S. Myers, Jr., Owners (*public hearing*)

CITIZEN COMMENTS

None.

At 7:00 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:18 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3023

**AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL
FOR A HOME OCCUPATION**

WHEREAS, on October 16, 2000 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 1838 creating and establishing a P.U.D. (planned unit development) classification; and

WHEREAS, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D.; and

WHEREAS, Section 709.5.A.1.b of Ordinance Number 1838 classifies a “home occupation” permitted only as a “Conditional Use” and

WHEREAS, Willie and Darlene S. Myers, Jr., have submitted application for conditional use approval for a home occupation to be operated in the residence located at 4950 Reynolds Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.; and

WHEREAS, Mr. and Mrs. Myers have indicated in their application for conditional use approval that they will operate a claims adjustment business out of their home pursuant to the specifications of a home occupation; and

WHEREAS, a copy of said application dated May 6, 2021 is attached and hereby incorporated into this Ordinance Number 3023.

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

1. Conditional Use Approval is hereby approved for Willie and Darlene S. Myers, Jr., for a home occupation as described in the above-referenced application for their residence located at 4950 Reynolds Lane, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions in Article 9 of the Vestavia Hills Zoning Code outlined as follows:
 - (1) “Home occupation is defined as any use customarily conducted entirely within a dwelling and carried on solely by the inhabitant thereof, and which use is clearly incidental, accessory, subordinate and secondary to the use of the dwelling for dwelling purposes, and does not change the character of the

dwelling itself or any part of parcel of property in the neighborhood surrounding said dwelling.

- (2) Home occupations shall be conducted only in the main dwelling building on the lot. No more than twenty-five percent (25%) of the said dwelling may be used for a home occupation.
 - (3) There shall be no public display of goods and absolutely no commodities sold on the premises; no customer, client or employee traffic to, at or near the residence that is generated, directly or indirectly, by said home occupation. There shall be no pickup or deliveries to the residences that are related to said home occupation whether directly or indirectly.
 - (4) No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
 - (5) No home occupation or profession shall be permitted if such occupation creates noise, odors, vibrations or traffic which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.
 - (6) In order to be a permitted home occupation or profession, the use must be one which is habitually, customarily and commonly established as a reasonable incidental, accessory, subordinate and secondary use.
 - (7) Operation of any and all other business of any nature in residential zones is expressly prohibited; and
 - (8) The activity carried on as home occupation shall be limited to the hours between 7:00 AM and 10:00 PM.”
2. Conditional Use Approval is further conditioned upon and subject to all applicable private and restrictive covenants attached to the property located at 4950 Reynolds Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.
 3. A City of Vestavia Hills Business License shall be issued upon application and payment by Mr. and Mrs. Myers working to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year

that the home occupation is operated from the location at 4950 Reynolds Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.

4. At any time should Mr. and/or Mrs. Myers vacate the premises located 4950 Reynolds Lane, Vestavia Hills, Alabama, discontinue or relocate their business, this conditional use approval shall be nullified and said Ordinance Number 3023 shall be automatically repealed.

ADOPTED and APPROVED this the 26th day of July, 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 # 3023 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 26th day of July, 2021 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, 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

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

Date: **JUNE 10, 2021**

- **CASE:** P-0621-22
- **REQUESTED ACTION:** Conditional Use Approval for a home based business
- **ADDRESS/LOCATION:** 4950 Reynolds Ln.
- **APPLICANT/OWNER:** Willie & Darlene S. Myers, Jr.
- **GENERAL DISCUSSION:** The applicant wishes to conduct a home based business in Liberty Park. As currently required by the Liberty Park PUD a conditional use permit is required for a home based business. A description of the applicants business is attached. The property is zoned PR-1.
- **LIBERTY PARK MASTER PLAN:** This request is consistent with the procedures of the Liberty Park PUD.
- **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: I recommend the Commission recommend approval with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.
2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.
3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

MOTION Mr. Larson made a motion to recommend Conditional Use Approval for a home occupation for 4950 Reynolds Ln. with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.

2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.

3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.

4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

Mr. Maloof – yes
Mr. Romeo – yes
Mr. Honeycutt – yes
Motion carried.

Mr. Ferrell – yes
Mr. Larson – yes
Mrs. Barnes – yes

2021 MAY -6 A 2:00
CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION

Conditional Use Application

I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered**. Applications must be completed in its entirety and must contain all pertinent information in order to be considered. Acceptance by the Clerk does not constitute acceptance of complete and proper filing. All applicants are encouraged to present their request to the Zoning Staff on any Tuesday at 9 AM in the Executive Conference Room, City Hall, prior to submitting for a Conditional use.
- (3) This application must be filled out in its entirety completely, including zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Postage Fees for notification for Planning and Zoning and for City Council meetings along with applicable publication fees will be billed to applicant at a later date. The applicant is responsible for all notification fees. ****No permits will be issued until all fees have been paid.****
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

II. APPLICANT INFORMATION: (owner of property)

NAME: WILLIE & DARLENE S. MYERS, JR
 ADDRESS: 4950 Reynolds Lane
VESTAVIA, AL 35242
 PHONE: 205-427-0365 EMAIL: williemyers@gmail.com
 NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: N/A

PHONE: _____ EMAIL: _____

P-0621-22/27-00-08-2-000-002.088

4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers

II. BILLING/RESPONSIBLE PARTY: (FOR PAYMENT OF FEES)

NAME: WILLIE MYERS, JR
ADDRESS: 4950 REYNOLDS LANE
VESTAVIA, AL 35242
PHONE: 205-427-0365 EMAIL: williemyers@gmail.com

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section _____ of the Vestavia Hills Zoning Code.

Current Zoning of Property: PREL PLANNED Single Family Residential *Class 1A non*

Requested Conditional use For the intended purpose of: WORKING from home
for SEVERITY CLAIMS (CLAIMS Adjuster)

****if additional information is needed, please attached full description of request****

IV. PROPERTY DESCRIPTION: (address, legal, etc.)

4950 Reynolds Lane Vestavia, AL 35242
Vestlake Village 278-2 PLOT: 358 PBLK: 5 LOT 05BLK
S BLK: 100 MAPBOOK: 199 MAP PAGE 85
Property size: 149.52' feet X 160.07' feet. Acres: _____

****All applications must contain a full legal description of subject property.****

V. INFORMATION ATTACHED:

- Attached Checklist complete with all required information.
 Application fees submitted.

P-0621-22/27-00-08-2-000-002.088
4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers

VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. ****Application must be signed by the owner of the property before a Notary and original submitted to the Office of the Clerk; no copies will be accepted****



Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 6th day of May, 2021.



Notary Public

My commission expires _____
day of _____, 20_____.

**My Commission Expires
November 8, 2024**

P-0621-22//27-00-08-2-000-002.088
4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers

Letter of Purpose

The conditional purpose of use for Serenity Claims, LLC at 4950 Reynolds Lane is intended to process insurance claim damages. Serenity Claims will be a 100 percent remote claims service.

Willie Myers, Jr

P-0621-22//27-00-08-2-000-002.088
4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers



April 21, 2021

City of Vestavia Hills
Vestavia Hills City Hall
Vestavia Hills, AL 35247

Re: Willie Myers, Jr
4950 Reynolds Lane
Vestavia Hills, AL 35242

To Whom It May Concern:

We are writing in connections with the above matter. We understand Willie Myers, Jr is in the process of applying for a conditional use within the PR-1 (Planned Single-Family Residential) classification of the Liberty Park PUD to allow him to conduct a home occupation as the Owner of Serenity Claims LLC in his residence.

The Liberty Park Covenants, Conditions and Restrictions, that are applicable to this subject property, provide for use of any portion of a dwelling for personal use as an office subject to the following conditions and restrictions:


1. There shall be no customer, client or employee traffic to, at or near the residence that is generated, directly or in directly, by the home occupation;
2. There shall be no pickups or deliveries to the residence that are related, directly or in directly, by the home occupation, including without limitation, pickups and deliveries by overnight courier services and pickups and deliveries of inventory, samples or other goods and services related, directly or in directly, by the home occupation;
3. There shall be no signage on the property related, directly or in directly, by the home occupation; and
4. In all respects, there shall be no means, visual or otherwise, by which a casual observer would become aware that the residence is being used for any purpose other than strictly residential.

Therefore, we respectfully request that if the Planning and Zoning Commission votes to approve the conditional use of the applied for in the above referenced matter, such approval will be made subject to the above and foregoing restrictions.

If you have any questions or comments regarding this matter, or if we can assist in any other way, please call 205-945-6430.

Very truly yours,

LIBERTY PARK JOINT VENTURE, LLC

By: 
Kris Toffel
Its Authorized Representative

P-0621-22//27-00-08-2-000-002.088
4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers

ORDINANCE NUMBER 3008-B

**AN ORDINANCE AMENDING ORDINANCE NUMBER
3008 AND ORDINANCE NUMBER 3008-A TO JOIN
ADDITIONAL MUNICIPALITIES IN FORMATION OF
THE CAHABA SOLID WASTE DISPOSAL
AUTHORITY**

BE IT THEREFORE ORDAINED, on this 26th day of July, 2021, by the City Council of the City of Vestavia Hills, Alabama in a regularly called meeting with a quorum present as follows:

Section 1. The City Council of the City of Vestavia Hills finds and determines it necessary to amend Ordinance Number 3008 and Ordinance Number 3008-A and authorize formation of the Cahaba Solid Waste Disposal Authority with additional municipalities: (1) The City of Homewood, Alabama; and (2) the City of Clanton, Alabama. All other provisions of Ordinance Number 3008 and Ordinance Number 3008-A remain in full force and effect.

Section 2. This Ordinance shall take effect immediately upon publication hereof as provided by law.

ADOPTED this 26th day of July, 2021.

Mayor

ATTEST: _____
City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Vestavia Hills, Alabama hereby certify that the foregoing Ordinance No. 3008-B amending Ordinance 3008 and Ordinance 3008-A constitutes a true, correct and complete copy of said Ordinance adopted by the City Council of the City of Vestavia Hills, Alabama on the 26th day of July, 2021, pertaining to the matters set out therein, as same appear in the records of the City.

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

[SEAL]

City Clerk

**RESOLUTION OF THE CAHABA SOLID
WASTE DISPOSAL AUTHORITY**

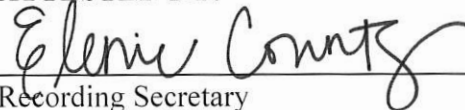
BE IT THEREFORE RESOLVED, on this 15th day of June, 2021, by the Cahaba Solid Waste Disposal Authority in a regularly scheduled meeting with a quorum presents as follows:

1. That the Board of Directors of the Cahaba Solid Waste Disposal Authority recommends amendment of its Certificate of Incorporation to allow the Cities of Homewood and Clanton, Alabama to become voting members, adding them as determining subdivisions and hereby requests that the organizing and determining subdivisions of Hoover, Trussville, Mountain Brook, Vestavia, and Pelham, Alabama pass a resolution authorizing the above amendment, where upon unanimous consent of all members of the Authority the restatement of the Cahaba Solid Waste Authority shall be duly filed with the Alabama Secretary of State, adding Clanton and Homewood.
2. That the required documentation in accordance with Alabama law has been received from the City of Homewood (Exhibit 1) and from the City of Clanton (Exhibit 2) and is attached hereto for your review and consideration.



Allan Rice, its Chairman

ATTESTED BY:



Recording Secretary

RESOLUTION NUMBER 5340

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A QUOTE FROM MOBILE COMMUNICATIONS AMERICA FOR RELOCATION OF A WEATHER SIREN LOCATED AT VESTAVIA HILLS ELEMENTARY CAHABA HEIGHTS

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

1. The City Manager is authorized to accept a quote from Mobile Communications America for relocation of a weather siren located at Vestavia Hills Elementary Cahaba Heights at a cost not to exceed \$9,196.00; and
2. A copy of said Quote is marked as Exhibit A, attached to and incorporated into this Resolution Number 5340 as if written fully therein; and
3. This Resolution Number 5340 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 26th day of July, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Date: 6/2/2021

Jeff Hudgins

Service Manager – Mass Notification Systems
256-241-4707

To: Chris Tate

Reference: Siren 73 Vestavia Elementary

QUOTE

Provide onsite support and resources to relocate the existing warning siren to a predetermine location agreed upon by the customer.

MNS Service \$9,196.00

Customer Responsibilities:

Have the electrical service removed from the pole and power established at the new pole location
Have utilities marked for the new pole location

Notes and Exclusions:

1. All permits and required approvals including Zoning, FAA, FCC, Historical, Tribal, and NEPA studies are not included this proposal and are the responsibility of customer.
2. Proposal does not include site plans, stamped engineering drawings, or other submittals.
3. MCA is not responsible for delays due to weather, unavailability of materials, delays in shipping, or other circumstances beyond our control.
4. Assume normal soil conditions with no rock or other subsurface conditions. If other conditions exist, quote may be adjusted.
5. Assume site is accessible two-wheel drive vehicle.
6. Site must be free of hazards including overhead/underground utilities and other items or structures that could hinder performance of SOW.
7. Labor price includes mobilization, housing, and per diem expenses.
8. This quote is valid for 30 days.



VESTAVIA HILLS FIRE DEPARTMENT

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Marvin Green, Fire Chief
DATE: July 19, 2021
RE: Weather Siren Relocation

As you are aware, each municipality is financially responsible for the maintenance and repair of each weather siren in its city limits. We have 9 such sirens scattered throughout our community.

The weather siren located next to Vestavia Hills Elementary Cahaba Heights is currently out of service. It has had multiple repairs over the years but now must have a full motor replacement. The location of the siren makes the repair difficult due to access in its the current location. Parking improvements and the construction of a playground limit the ability of service vehicles to reach the siren.

We are requesting a budget appropriation of \$9,196.00 to line item #01-25-5210-000-200. This funding will repair to relocate the siren to a more accessible location at Vestavia Hills Elementary Cahaba Heights School.

ORDINANCE NUMBER 3029

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH SCHOEL ENGINEERING COMPANY, INC. FOR HYDROLOGIC CONSULTING SERVICES TO AID ENGINEERING ON A STORMWATER MASTERPLAN FOR THE CITY

THIS ORDINANCE NUMBER 3029 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 26th day of July, 2021.

WITNESSETH THESE RECITALS:

STORMWATER MASTERPLAN

WHEREAS, in a memorandum dated July 16, 2021 to the City Manager from Assistant City Engineer, a recommendation was made citing the need for a Stormwater Masterplan to aid in addressing the stormwater challenges the City and its residents face due to aged drainage infrastructure combined with continual growth in residential and commercial construction, a copy of which is labeled as Exhibit A, attached to and incorporated into this Ordinance Number 3029 as though written fully herein; and

DRAINAGE AREAS

WHEREAS, it was identified that this proposed Stormwater Masterplan should focus on two drainage areas, both on the east side of U.S. Highway 31 and are outlined in the attached map labeled as Exhibit B, attached to and incorporated into this Ordinance Number 3029 as though written fully herein; and

PROPOSAL BY SCHOEL ENGINEERING COMPANY, INC.

WHEREAS, Schoel Engineering Company, Inc. has prepared and submitted an agreement for Hydrologic Consulting Services for the City associated with development of a Stormwater Masterplan for the two drainage areas within the City of Vestavia Hills, a copy of said agreement is labeled as Exhibit C, attached to and incorporated into this Ordinance Number 3029 as though written fully herein; and

MUNICIPAL CORPORATION

WHEREAS, the City of Vestavia Hills, Alabama is a municipal corporation incorporated under the *Constitution* and laws of the State of Alabama. The City was incorporated as a municipality on November 8, 1950 pursuant to the authority of Chapter 2, Article 1, Title 37 of

the 1940 *Code of Alabama* by virtue of Order of Incorporation rendered on November 8, 1950 by Jefferson County Probate Judge Tom Garner in Jefferson County Probate Court case number 25507. The Order of Incorporation is filed for recorded in the office of the Judge of Probate of Jefferson County, Alabama in Probate Minute Book 49 on page 183; and

AUTHORITY OF MUNICIPALITIES IN ALABAMA

WHEREAS, municipalities and counties may exercise only the authority given to them by the Legislature. A municipality derives all of its power from the state and no municipality can legislate beyond what the state has either expressly or impliedly authorized. *Jefferson County v. Johnson*, 333 So.2d 143, 145 (Ala.1976) and *Arrington v. Associated General Contractors*, 403 So.2d 893, 902 (Ala.1981); and

POWERS TO ACQUIRE REAL ESTATE

WHEREAS, municipalities in Alabama have the legal authority, pursuant to Title 11-40-1, *Code of Alabama, 1975*, to acquire real property by purchase, gift, devise or appropriation for any municipal purpose; and

ACCEPTANCE OF OFFER OF DEDICATION

WHEREAS, municipalities may also acquire land by the acceptance of a proffered dedication by the land owner (*CRW, Inc. v. Twin Lakes Property Owner's Association*, 521 So.2d 939 (1988)); and

PUBLIC PROPERTY

WHEREAS, Alabama law at Title 39-2-1(5), *Code of Alabama, 1975*, defines the term "public property" as:

"(5) Public PROPERTY.—Real property which the state, county, municipality, or awarding authority thereof owns or has a contractual right to own or purchase, including easements, rights-of-way, or otherwise."; and

AUTHORITY TO CONSTRUCT AND MAINTAIN DRAINAGE SYSTEMS ON PUBLIC PROPERTY

WHEREAS, municipalities in Alabama are authorized to construct and maintain drainage systems on public property pursuant to Titles 11-50-50 to 11-50-56, *Code of Alabama, 1975*, and *Lee v. City of Anniston*, 722 So.2d 755 (1998); and

**AUTHORITY TO CONSTRUCT,
REPAIR AND MAINTAIN PUBLIC STREETS**

WHEREAS, municipalities in Alabama are authorized by Title 11-48-4, *Code of Alabama, 1975*, to spend public funds for the construction, repair, maintenance and improvements of public streets and sidewalks; and

PUBLIC WORKS PROJECTS

WHEREAS, Alabama law regarding the letting, execution and administration of public improvements contracts ("public works") by municipalities is set forth in Title 39, Chapters 1 through 5, of the *Code of Alabama, 1975*. The Alabama Public Works Law regarding public works construction projects provides, among other things, that a public works project is the expenditure of public funds on real estate owned by municipalities or on a structure attached to that real estate. Section 39-2-1(6), *Code of Alabama, 1975*, defines "public works" as:

"(6) PUBLIC WORKS. The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise."; and

**SERVICES OF A PROFESSIONAL ENGINEER
ARE REQUIRED FOR PUBLIC WORKS PROJECTS**

WHEREAS, Alabama law at Title 34-11-10, *Code of Alabama, 1975*, provides that it is unlawful for any state, county or municipal entity to engage in the construction of any public work over \$20,000.00 that involves the practice of engineering, unless the engineering drawings, plans and specifications have been prepared by a professional engineer; and

PRIVATE PROPERTY

WHEREAS, the Supreme Court of Alabama decided the case of *Stringer Realty Co. v. City of Gadsden*, 256 Ala. 77, in 1938 and in distinguishing "private property" from "public property" wrote in part, "In Webster's New International Dictionary, the word 'private' is defined as follows: Belonging to, or concerning, an individual person, company or interest; one's own, not public"; and

MUNICIPALITIES HAVE NO DUTY TO PROVIDE AND MAINTAIN DRAINAGE OF SURFACE WATER FROM PRIVATE PROPERTY

WHEREAS, a municipality has no duty to provide and maintain proper drainage of surface water from private property (*Hendrix v. Creel*, 292 Ala. 541, 297 So.2d 364 (1974); *Royal Automotive, Inc. v. City of Vestavia Hills and City of Hoover*, 995 So.2d 154 (2008); and

CONSTITUTION OF ALABAMA, 1901

WHEREAS, Section 94 of the *Constitution of Alabama*, as amended by Amendments 112 and 558, prohibits a city from granting public money to any individual, association or corporation whatsoever. Section 94 of the *Constitution of Alabama* as amended by as amended by Amendments 112 and 558, provides as follows:

“The legislature shall not have power to authorize any county, city, town or other subdivision of this state to lend its credit or to grant public money or thing of value in aid of or to any individual, association or corporation whatsoever.”; and

MUNICIPALITIES IN ALABAMA CANNOT SEND PUBLIC MONEY FOR PRIVATE PURPOSES

WHEREAS, municipalities in Alabama may spend public funds only for public purposes. The Supreme Court of Alabama has interpreted the language of Sections 93 and 94 of the *Constitution of Alabama* to allow appropriations of public funds when the appropriation is used for public purposes. *Alabama Constitution* amend. 93; *Alabama Constitution* amend. 94; *Slawson v. Alabama Forestry Comm’n*, 631 So.2d 953 (Ala.1994). *Opinion of the Justices No. 269*, 384 So.2d 1051 (1980); *Stone v. State*, 251 Ala. 240 (1948); and

MUNICIPALITIES IN ALABAMA MAY CONTRACT AND BE CONTRACTED WITH

WHEREAS, municipalities in Alabama, pursuant to the authority of Title 11-40-1, *Code of Alabama, 1975*, have the legal authority to contract and be contracted with; and

CONTRACTS BETWEEN A MUNICIPALITY AND A PROFESSIONAL ENGINEER FOR ENGINEERING SERVICES ARE NOT SUBJECT TO THE COMPETITIVE BID LAW

WHEREAS, the Alabama Competitive Bide Law at Title 41-16-51(a)(3), *Code of Alabama, 1975*, provides that the competitive bid requirements do not apply to contracts for securing services of a professional engineering services; and

CONTRACTS MUST BE APPROVED BY THE CITY COUNCIL

WHEREAS, all contracts by and between a municipality and any person, firm, corporation or other legal entity must be approved by the City Council (*Van Antwerp v. City of Mobile*, 217 Ala. 201 (1928); and *Town of Boligee v. Greene County*, 77 So.3d 1166 (2011); and

ANY AND ALL WORK PERFORMED BY THE CITY OF VESTAVIA HILLS WILL BE DONE ON PUBLIC PROPERTY

WHEREAS, the City Council, by the approval and adoption of this Ordinance Number 3029 hereby expresses its intent that, if the City performs any work whatsoever pursuant to the Stormwater Masterplan prepared by Schoel Engineering Company, Inc., then in such event the work performed by the City will be done and completed only on “public property” owned by the City of Vestavia Hills, Alabama; and

THE CITY OF VESTAVIA HILLS WILL PERFORM NO WORK ON PRIVATE PROPERTY

WHEREAS, the City of Vestavia Hills, Alabama hereby states its further intention that no work will be performed or caused to be performed by the City on private property and that no public funds will be spent by the City for the improvement of private property; and

PUBLIC WORKS COMPETITIVE BID LAW

WHEREAS, if the City, upon receipt of the Stormwater Masterplan prepared by Schoel Engineering Company, Inc., decides to make improvements to public properties owned by the City, then in such event before entering into any contract for said public works involving an amount in excess of Fifty Thousand Dollars (\$50,000.00), the City shall advertise for sealed bids and award the contract to the Contractor with the lowest and most responsible bid, all in accordance with the Alabama Public Works Competitive Bid Law at Title 39-2-1, *Code of Alabama, 1975*; and

WHEREAS, the City Council finds and determines that it will promote the public interest for Schoel Engineering Company, Inc. to study this situation and prepare the Stormwater Masterplan for the two areas described above.

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

I. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this Ordinance Number 3029 by reference as though set out fully herein.

II. **EXHIBITS:** Exhibits A, B and C set forth in the premises above are hereby incorporated into this Ordinance Number 3029 by reference as though set out fully herein.

III. **EXECUTION AND DELIVERY OF AGREEMENT:** The Mayor and City Manager are hereby authorized to execute and deliver the Agreement with Schoel Engineering Company, Inc. for Hydrologic Consulting Services for the City of Vestavia Hills as detailed in the attached Exhibit C.

IV. **REVIEW AND REVISION BY CITY ATTORNEY:** The approval and adoption by this Ordinance Number 3029 is subject to and contingent upon the review by the City Attorney of the Agreement for Hydrologic Consultant Services prepared by Schoel Engineering Company, Inc., marked as Exhibit C and incorporated into this Ordinance Number 3029.

V. **EFFECTIVE DATE:** This Ordinance Number 3029 shall become effective immediately following adoption and posting/publication as required by Alabama law.

APPROVED and ADOPTED this the 26th day of July, 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

July 26, 2021

By Electronic Mail

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

In Re: Ordinance Number 3029

Dear Mr. Downes:

Tonight, the City Council will hold its regularly scheduled meeting beginning at 6:00 p.m. Item 13 on the agenda is consideration of Ordinance Number 3029. If approved, the ordinance will authorize the execution and delivery of an Agreement between the City and Schoel Engineering Company, Inc. for a Hydrologic Consulting Services for preparation of a Stormwater Masterplan.

In light of the public hearing on Ordinance Number 3029, recent heavy rains and complaints to the City by citizens regarding water problems, I felt that it would be a good idea to amend the premises of Ordinance Number 3029 to show interested citizens the following information:

1. The things that municipalities in Alabama are allowed to do pursuant to Alabama law regarding construction, repair and maintenance of improvements for surface water drainage.
2. Things that municipalities in Alabama are prohibited by Alabama law from doing regarding construction, repair and maintenance of improvements for surface water drainage.
3. Municipalities in Alabama are authorized to spend public funds for the improvement of public property.
4. Municipalities in Alabama are prohibited from spending public funds for the improvement of private property.

July 26, 2021

Page 2

I forward you suggested revision of Ordinance Number 3029 in "Word" format that includes citations of Alabama legal authorities regarding the expenditure of public funds by municipalities for construction, repair and maintenance of improvements for surface water drainage.

I have reviewed the Agreement for Hydrologic Consulting Services prepared by Schoel Engineering Company, Inc. and will provide you with my written legal opinion by separate letter.

Please call me if you have any questions.

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

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

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

July 16, 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

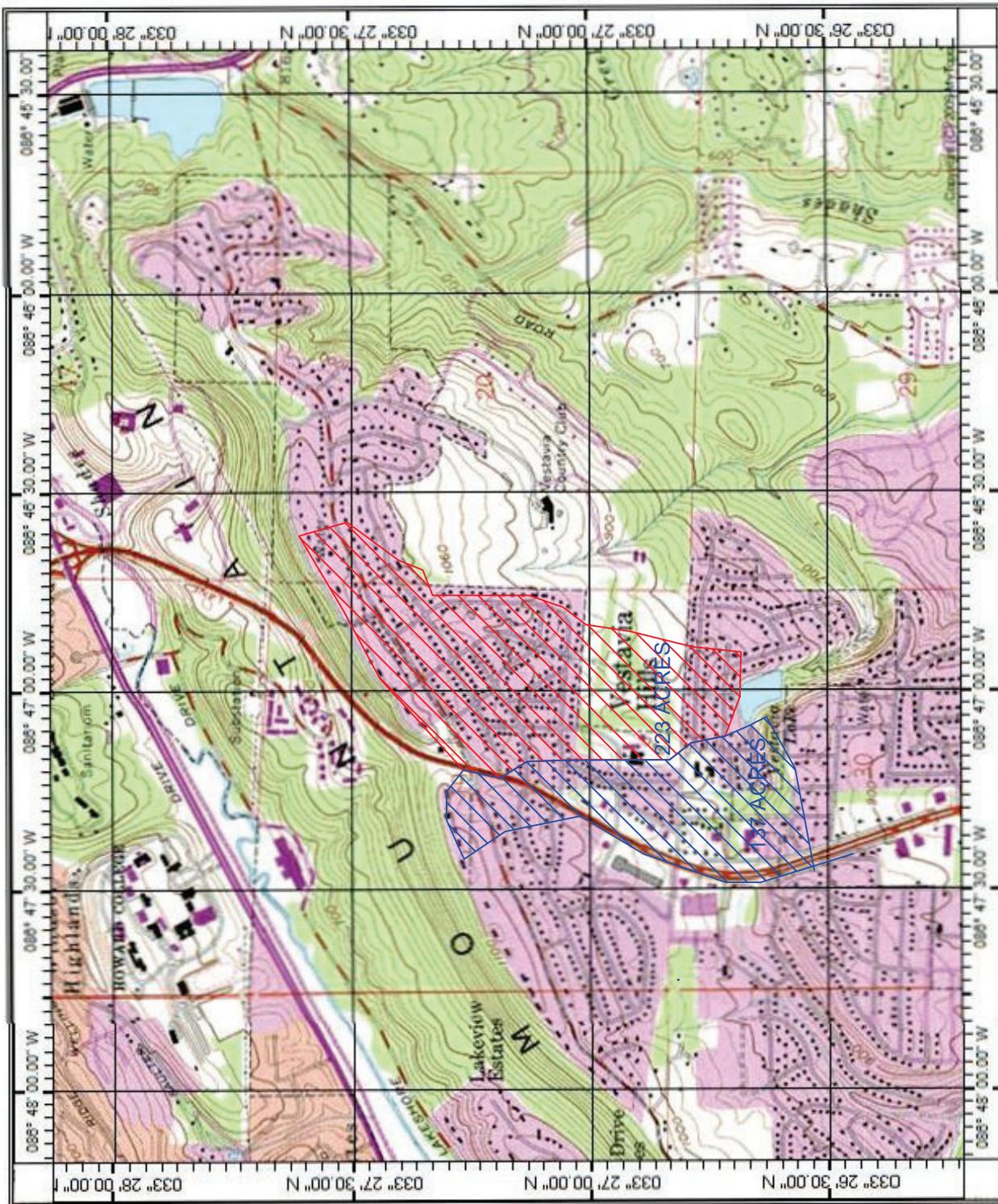
RE: Stormwater Masterplan Proposal

City Engineering staff identified the need for a Masterplan to aid in addressing the stormwater challenges the City and its residents face due to aged drainage infrastructure combined with continual growth in both new residential and commercial construction. This Masterplan will focus on two drainage basins, both on the east side of US Highway 31. These two basins are outlined on the attached map, but generally span from Shades Crest Road on the north end to Lakewood Drive/Vestavia Lake on the south end. These two basins were selected for the study due to the number of drainage and flooding complaints that the City has received in this area.

We have received a fee proposal from Schoel Engineering for hydrologic consulting services for this project. The scope of work generally is as follows 1) inventory the existing public and private storm sewer facilities within the study basins, 2) analyze the existing drainage system to identify deficiencies and concerns, 3) provide recommendations on drainage improvements, and 4) review current City development regulations for single-family home developments in terms of stormwater runoff and identify improvement opportunities in the City's regulations, plan review, and inspection process.

Schoel has presented a project cost of **\$79,500** for this scope of work, and Engineering is seeking the City Council's approval of this proposal to move forward with the study.

Please let me know if you have any questions.



July 16, 2021

City of Vestavia Hills
Department of Public Services
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Attention: Ms. Lori Beth Kearley, PE, Assistant City Engineer

Project Reference: Stormwater Masterplan
City of Vestavia Hills, Alabama

Dear Ms. Kearley:

We appreciate the opportunity to offer this proposal for Hydrologic Consulting Services for the Stormwater Masterplan Project for the City of Vestavia Hills.

We recognize that you had a choice in selecting your consultants and thank you for selecting Schoel. Schoel places a strong emphasis on collaboration and interdisciplinary design. We are enthusiastic about the opportunity to work with you on this project.

Enclosed you will find our proposal. Please contact us with any questions or if further discussion is needed.

We appreciate the opportunity to work with you and the City of Vestavia Hills on the project.

Yours very truly,

SCHOEL ENGINEERING CO., INC.

A handwritten signature in blue ink, appearing to read "William R. Thomas".

William R. Thomas, PE, CFM
Senior Project Manager

Agreement for Consulting Services

City of Vestavia Hills Stormwater Masterplan

July 16, 2021

This **AGREEMENT**, entered into by and between the **City of Vestavia Hills**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Hydrologic Consulting Services associated with development of a stormwater masterplan for the Vestavia Lake watershed within the City of Vestavia Hills, Alabama.

PROJECT OVERVIEW

The City of Vestavia Hills has identified the need for a Masterplan to aid in addressing the stormwater challenges the City and its residents face due to aged drainage infrastructure combined with continual growth in both new residential and commercial construction. The Masterplan will focus on two drainage basins, both on the east side of US Highway 31 that drain to Vestavia Lake. The basins are comprised of single-family residential homes, commercial properties, an elementary school, and a golf course. The City is seeking professional consulting services in development of the Masterplan. In general, the goal of the Masterplan is to 1) inventory the existing public and private storm sewer facilities within the study basins, 2) analyze the existing drainage system to identify deficiencies and concerns, 3) provide recommendations on drainage improvements, and 4) review current City development regulations for single-family home developments in terms of stormwater runoff and identify improvement opportunities in the City's regulations, plan review, and inspection process. The detailed scope of work is as follows.

PROPOSED SCOPE & SERVICES

1. DATA ASSESSMENT AND DATA ACQUISITION

The data assessment task includes identifying and assessing available data in order to develop a plan to inventory the remaining drainage system within the two project basins. An overall project basemap will be created as part of this task that will include topography, drainage basins, Jefferson County Health Department drainage system information, soils, roads, buildings, parcel data and aerial imagery will be utilized, if available. In addition, location of known local flooding or past drainage complaints will be mapped for use in identifying the area of detailed analysis. Once all available data has been collected and assessed for the existing drainage system, the scope of the drainage system inventory and field surveying will be developed to be enacted in the next phase of the work.

The Jefferson County Department of Health has begun to inventory the storm drainage system serving the two project basins. The Consultant will utilize a handheld GPS to complete the storm sewer facilities inventory consistent with the data structure utilized by the Jefferson County Department of Health. Field data collected for the storm drainage system inventory will include at a minimum, size, material, and location.

- Develop project area basemap with topography, drainage basins, Jefferson County Health Department drainage system information, soils, roads, buildings, parcel data and aerial imagery.
- Use a handheld GPS to complete the storm sewer facilities inventory for the study basins

Not to Exceed: \$ 15,500, Billed According to the Attached Schedule of Unit Rates

2. FIELD SURVEY

The final step in the data acquisition task includes collecting field survey information necessary for the detailed analysis of the storm drainage system and analysis of drainage improvements. The field survey will collect flowline elevations, confirm pipe sizes, shape, and material of the drainage system for use in the detailed analysis. The tasks included in this scope item are detailed below.

- Initial project coordination and survey research required for the project
- Establish site control from which all work will be referenced for each project area

- Locate visible improvements on the site
- Collect relevant elevation and pipe information for located drainage features
- Collect channel cross sections for stream and ditch features

Not to Exceed: \$ 8,500, Billed According to the Attached Schedule of Unit Rates

3. DETAILED ANALYSIS OF THE EXISTING DRAINAGE SYSTEM

Once the data assessment and acquisition tasks are complete, the next step is to utilize this information to develop models of the existing drainage system. This analysis will be used to identify the restrictions and deficiencies within the existing drainage system and subsequently evaluate improvements to the system. For modeling closed storm networks or combination of open channel with closed storm systems, PCSWMM is the preferred software and handles both the hydrology and hydraulics within a single model. As part of the analysis, the Consultant would conduct site visits of the project area to confirm the modeling of the existing drainage system and contributing drainage areas to each inflow point to the system. In addition, we would seek out information on past flood events, water levels, photographs, or any additional information that may help to calibrate the models to past events. As a final step Schoel uses archived radar imagery to develop rainfall data for past observed flood events for input into the existing conditions model for comparison with known or estimated flood elevations if available. Model parameters are calibrated to more accurately reproduce the observed flood event. Additional storms are simulated to verify the model calibration, where flood elevation or depth information is available. This final step allows us to reduce the uncertainty in the model and provide a more accurate understanding of the existing drainage system.

- Develop a hydrologic model to analyze the existing capacity of the drainage systems serving the study basins and evaluate alternatives to improve drainage and mitigate flooding
- Site visit(s) to review modeling assumptions and parameters.

Lump Sum Fee: \$ 20,500

4. ANALYZE ALTERNATIVES

Upon completion of the existing condition model, Schoel will utilize this to assess constraints and capacity limitations within the system and evaluate alternatives to improve drainage within the system. At the conclusion of the task a conceptual design will be developed for each of the recommended drainage improvements and included in a Drainage Assessment Engineering Report for the project area. Each of the recommended drainage improvements will be categorized based on public or private stormwater drainage facilities.

- Modify existing conditions model in order to evaluate drainage improvements to existing drainage systems
- Develop a conceptual design for drainage improvements.
- Prepare Drainage Assessment Engineering Report for the study basins

Lump Sum Fee: \$ 17,500

5. REVIEW ASSESSMENT CONCLUSIONS AND RECOMMENDED IMPROVEMENTS

At the conclusion of the study phase, Schoel will meet with City staff to review the analysis conclusions and recommended drainage improvements. Prior to this meeting, the Consultant will review with the City factors to use for the prioritization of improvements. These factors will then be used to prioritize the improvements and develop a recommended phased approach for implementation to review with City staff. In addition, preliminary cost estimates will be developed based on the conceptual design and provided to the City for evaluating the feasibility of the project with public and private costs clearly differentiated. In preparation for discussing the recommended improvements and feasibility, the Consultant will research potential outside funding sources (FEMA, ADEM, EPA, etc.) to cover design and construction costs.

Following the meeting with City staff to discuss the Stormwater Masterplan, including the storm sewer facilities inventory, detailed analysis, and recommended drainage improvements, comments from City staff will be incorporated and the Drainage Assessment Engineering Report will be finalized. Electronic and hard copies of the final report will be provided to the City. Upon completion of the final report, the Consultant will present the findings to the City Council at its work session or meeting. Additionally, the Consultant will present the findings to the general public at a Public Involvement meeting.

- Review with City staff factors to use for prioritization of improvements
- Meet with the City staff to review assessment conclusions and recommended improvements
- Develop preliminary cost estimates for recommended improvements
- Research potential outside funding sources for design and construction
- Present findings to the City Council
- Present Masterplan findings to the general public at a Public Involvement Meeting

Lump Sum Fee: \$ 13,500

6. DEVELOPMENT REGULATIONS REVIEW

As part of the overall project, the Consultant will review current City development regulations for single-family home developments in terms of stormwater runoff. Current post-construction stormwater regulations currently do not apply to land disturbance under an acre, however, continued re-development and additions to single-family lots can contribute to taxing an already strained stormwater drainage system. The Consultant will work with City staff and identify potential improvements to the City's regulations, plan review and inspection processes that address this concern. As part of this task, the Consultant will be present the recommendations for changes to development regulations for single-family homes to City Council and the public either in conjunction with the meetings outlined in Scope Item 5 or in separate meetings, as needed.

Lump Sum Fee: \$ 4,000

NOT IN SCOPE OF WORK

1. Field survey of entire drainage system in study basin
2. Final design and construction documents
3. Study of additional options after submittal of report
4. Study or surveying in areas beyond described in this Agreement

FEE SUMMARY

1. Data Assessment/Data Acquisition	\$ 15,500
2. Field Survey	\$ 8,500
3. Detailed Analysis of Drainage System	\$ 20,500
4. Analyze Alternatives	\$ 17,500
5. Review Assessment Conclusions	\$ 13,500
6. Development Regulations Review	\$ 4,000
Total Estimate and Lump Sum Fee	\$ 79,500

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2021

Senior Principal	\$ 275.00 per hour
Principal	\$ 200.00 per hour
Chief Land Surveyor	\$ 200.00 per hour
Senior Project Manager	\$ 150.00 per hour
Project Manager	\$ 140.00 per hour
Assistant Project Manager	\$ 130.00 per hour
Senior Professional	\$ 140.00 per hour
Project Professional	\$ 115.00 per hour
Staff Professional	\$ 100.00 per hour
Senior Designer / Survey Drafter / Specialist	\$ 100.00 per hour
Designer / Survey Drafter / Specialist 2	\$ 85.00 per hour
Designer / Survey Drafter / Specialist 1	\$ 75.00 per hour
Field Survey Party	\$ 175.00 per hour
Laser Scanning and Registration	\$3,000.00 per day
Modeler	\$ 125.00 per hour
Admin Support/Intern	\$ 70.00 per hour
Transportation	\$ 0.56 per mile

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 115% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.

- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: School Engineering Company, Inc.

Signature: William R. Thomas

Name: William R. Thomas

Title: Senior Project Manager

Date: July 16, 2021

ACCEPTED:

Client: City of Vestavia Hills

Signature: _____

Name: _____

Title: _____

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____

Invoice Delivery Method: Mail, Email, Other _____

RESOLUTION NUMBER 5337

A RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated June 11, 2021, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 9th day of August, 2021; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 11th day of August, 2021.

2. That on the 22nd day of November, 2021, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5337 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2429 Altadena Road
Lot 2, Haynies Add to Ridge Forest
Keith and Taylor Cargal, Owner(s)

APPROVED and ADOPTED this the 9th day of August, 2021.

Ashley C. Curry
Mayor


ATTESTED BY:

Rebecca Leavings
City Clerk

2429 Altadena Road



Legend

-  Vestavia_Hills_City_Limits

PARCEL #: 40 00 05 1 000 052.001 OWNER: CARGAL KEITH R & TAYLOR S ADDRESS: 2429 ALTADENA RD BIRMINGHAM AL 35243 LOCATION: 2429 ALTADENA RD BHAM AL 35243	2429 Altadena Road		
	[111-C0]	Baths: 1.5	H/C Sqft: 1,946
	18-015.0	Bed Rooms: 3	Land Sch: A115
	Land: 73,900	Imp: 140,800	Total: 214,700
	Acres: 0.000	Sales Info: 08/21/2014	\$210,000

<< 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: 02 COUNTY HS YEAR: 2015 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: \$205,700.00 BOE VALUE: 0		VALUE LAND VALUE 10% \$73,920 LAND VALUE 20% \$0 CURRENT USE VALUE [DEACTIVATED] \$0 CLASS 2 CLASS 3 POOL VINYL 60 29VP600 \$19,600 BLDG 001 111 \$121,200 TOTAL MARKET VALUE [APPR. VALUE: \$214,700] : \$214,720 Assesment Override: _____ MARKET VALUE: CU VALUE: PENALTY: ASSESSED VALUE:	
---	--	--	--

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$21,480	\$139.62	\$4,000	\$26.00	\$113.62
COUNTY	3	2	\$21,480	\$289.98	\$2,000	\$27.00	\$262.98
SCHOOL	3	2	\$21,480	\$176.14	\$0	\$0.00	\$176.14
DIST SCHOOL	3	2	\$21,480	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$21,480	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$21,480	\$109.55	\$0	\$0.00	\$109.55
SPC SCHOOL2	3	2	\$21,480	\$360.86	\$0	\$0.00	\$360.86
TOTAL FEE & INTEREST: (Detail)							\$5.00
ASSD. VALUE: \$21,480.00			\$1,076.15		GRAND TOTAL: \$1,028.15		
FULLY PAID							

DEEDS <table border="1"> <thead> <tr> <th>INSTRUMENT NUMBER</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>201416-435</td> <td>8/21/2014</td> </tr> <tr> <td>9612-4621</td> <td>10/14/1996</td> </tr> </tbody> </table>		INSTRUMENT NUMBER	DATE	201416-435	8/21/2014	9612-4621	10/14/1996	PAYMENT INFO <table border="1"> <thead> <tr> <th>PAY DATE</th> <th>TAX YEAR</th> <th>PAID BY</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1/14/2021</td> <td>2020</td> <td>COLE REALTY & INVESTMENT CO</td> <td>\$1,028.15</td> </tr> <tr> <td>12/11/2019</td> <td>2019</td> <td>COLE REALTY & INVESTMENT COMPANY INC.</td> <td>\$983.06</td> </tr> <tr> <td>12/20/2018</td> <td>2018</td> <td>COLE REALTY AND INVESTMENTS</td> <td>\$1,053.20</td> </tr> <tr> <td>12/12/2017</td> <td>2017</td> <td>COLE REALTY & INVESTMENT COMPANY</td> <td>\$972.04</td> </tr> <tr> <td>11/4/2016</td> <td>2016</td> <td>COLE REALTY & INVESTMENT COMPANY, INC.</td> <td>\$939.97</td> </tr> <tr> <td>12/7/2015</td> <td>2015</td> <td>COLE REALTY & INVESTMENT COMPANY, INC</td> <td>\$939.97</td> </tr> </tbody> </table>		PAY DATE	TAX YEAR	PAID BY	AMOUNT	1/14/2021	2020	COLE REALTY & INVESTMENT CO	\$1,028.15	12/11/2019	2019	COLE REALTY & INVESTMENT COMPANY INC.	\$983.06	12/20/2018	2018	COLE REALTY AND INVESTMENTS	\$1,053.20	12/12/2017	2017	COLE REALTY & INVESTMENT COMPANY	\$972.04	11/4/2016	2016	COLE REALTY & INVESTMENT COMPANY, INC.	\$939.97	12/7/2015	2015	COLE REALTY & INVESTMENT COMPANY, INC	\$939.97
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Annexation Committee Petition Review

Property: 2429 Altadena Road

Owners: Keith and Taylor Cargal

Date: July 6, 2021

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 \$214,700 . Meets city criteria: Yes No
 Comment: Value is a little low, but market value will increase with annexation; owner has installed hardwood flooring and made a few other improvements that will increase value with next evaluation.
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes ~16 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: 2429 Altadena Road

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


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

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

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes No _____ Comments: _____
At Briarwood currently; plan to enroll in VH schools in 1-2 years

Other Comments: _____

George Pierce
Chairman


Kimberly B. Cook
Acting Chairman

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: 2429 Altadena Road

Engineering; Public Services

Date: 6/19/2021 Initials: C Brady

2429 Altadena Road -- no concerns noted; Altadena Road is a Jefferson County maintain road, has been recently paved and in good condition.

Police Department:

Date: 6/18/2021 Initials: J Gasta

Comments: n/p

Fire Department:

Date: 6/18/2021 Initials: R Farrell

Comments: no problem

Board of Education:

Date: 6/18/2021 Initials: J Brown

Comments: No concerns

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

2429 Altadena 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
====>	2429 Altadena Road	Property Address	
====>	\$ 214,700	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$21,470.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$441.21	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$617.26	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,058.47	Total County remits to City for split with BOE	CITY	
\$324.20	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$176.05	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$441.21	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,117.51	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$1,558.72	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: June 11, 2021

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.

Keith Cargal

Daytime/cell # (205)447-4060

Email: keithcargal88@gmail.com

EXHIBIT "A"

LOT: 2

BLOCK: -

SURVEY: Haynies Add to Ridge Forest 40-00-05-1-000-052-001 Block — Page 12 Lot 2

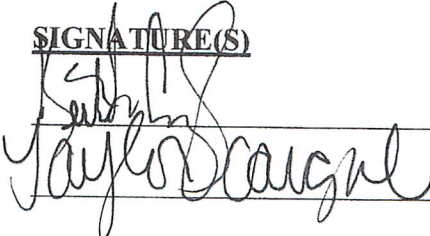
RECORDED IN MAP BOOK 125, PAGE 12 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: R1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS): *see attached survey*

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.

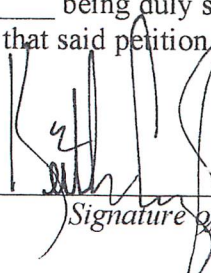
<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot <u>2</u> Block <u>12</u> Survey <u>12</u> Haynie's Add to Ridge Forest 40-00-05-1-000-052.001 Block <u>12</u> Page 12 Lot 2
	Lot <u>2</u> Block <u>12</u> Survey <u>12</u> Haynie's Add to Ridge Forest 40-00-05-1-000-052.001 Block <u>12</u> Page 12 Lot 2
	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA


JEFFERSON COUNTY

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



Signature of Certifier

Subscribed and sworn before me this the 12th day of June, 2021.



Notary Public

My commission expires: 4/30/23

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): Keith R. Cargal and Taylor S. Cargal

Address: 2429 Altadena Road

City: Birmingham State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Sarah Collins Cargal	6	1st	x	
2.	Lawson Marie Cargal	3	K4	x	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". Next 1-2 years. Currently attending Briarwood Christian School.

ORDINANCE NUMBER 3025

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Keith and Taylor Cargal dated June 11, 2021, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2429 Altadena Road
Lot 2, Haynies Add to Ridge Forest
Keith and Taylor Cargal

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 9th day of August, 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 # 3025 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 9th day of August, 2112, 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

2429 Altadena Road



Legend

-  Vestavia_Hills_City_Limits

RESOLUTION NUMBER 5338

A RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated December 18, 2020, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 9th day of August, 2021; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 11th day of August, 2021.

2. That on the 22nd day of November, 2021, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5338 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2625 Red Bud Lane
Lot 4B, LB Lloyd Subd.
Deborah and Jack Standifer, Owner(s)

APPROVED and ADOPTED this the 9th day of August, 2021.

Ashley C. Curry
Mayor


ATTESTED BY:

Rebecca Leavings
City Clerk

2625 Red Bud Lane



Legend

-  Vestavia_Hills_City_Limits

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

2625 Red Bud Lane

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
====>	2625 Red Bud Lane	Property Address	
====>	\$ 626,000	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$62,600.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$1,286.43	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,799.75	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$3,086.18	Total County remits to City for split with BOE	CITY	
\$945.26	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$513.32	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$1,286.43	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$3,258.33	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$4,544.76	TOTAL ANNEXATION REVENUE BENEFIT		

Legend	
City Revenue	
BOE Revenue	

Annexation Committee Petition Review

Property: 2525 Red Bud Ln

Owners: Jack and Deborah Standifer

Date: July 6, 2021

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 _____
The only concern noted is the lack of an emergency turnaround; Fire Marshal said concern is not critical.

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$626,000. 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 6 Number in city 3 (with companion annexation of 2629 Redbud Lane)

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: 2525 Red Bud Ln

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

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

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

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

Other Comments: _____

George Pierce
Chairman



Kimberly B. Cook
Acting Chairman

EXHIBIT "C"

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To Be completed by City Staff)

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: 2625 Red Bud Lane

E1 2625 Red Bud Lane -- no significant concerns noted; roadway asphalt is in fair condition; evidence of utility cuts in asphalt; the roadway width is slightly more narrow than typical City standards (21' v 22') and has little to no shoulders; no gutter and no significant drainage structures; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County; there is no emergency turnaround at end of roadway.
Date: _____ Initials: CBradley

Board of Education: Date: 6/18/2021 Initials: S Brown
Comments: No / 0 concerns

Police Department: Date: 6/16/2021 Initials: etw J. Gust
Comments: No concerns

Fire Department: Date: 6/16/2021 Initials: STC RF
Comments: Lacks emergency turn-around. No other concerns.

2625 Red Bud Lane

PARCEL #: 28 00 33 2 001 015.002
OWNER: STANDIFER JACK & DEBORAH
ADDRESS: 2625 RED BUD LN BIRMINGHAM AL 35243
LOCATION: 2625 REDBUD LN AL 35243

[111-A-] Baths: 3.5 H/C Sqft: 3,456
18-013.0 Bed Rooms: 4 Land Sch: A114
 Land: 81,600 Imp: 544,400 Total: 626,000
 Acres: 0.000 Sales Info: 06/25/2013 \$142,500

<< 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: 02 COUNTY HS YEAR: 2016
 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: \$668,700.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$81,600
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

BLDG 001 111 \$544,400

TOTAL MARKET VALUE [APPR. VALUE: \$626,000]: \$626,000

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$62,600	\$406.90	\$4,000	\$26.00	\$380.90
COUNTY	3	2	\$62,600	\$845.10	\$2,000	\$27.00	\$818.10
SCHOOL	3	2	\$62,600	\$513.32	\$0	\$0.00	\$513.32
DIST SCHOOL	3	2	\$62,600	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$62,600	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$62,600	\$319.26	\$0	\$0.00	\$319.26
SPC SCHOOL2	3	2	\$62,600	\$1,051.68	\$0	\$0.00	\$1,051.68

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$62,600.00

\$3,136.26

GRAND TOTAL: \$3,088.26

FULLY PAID

DEEDS

INSTRUMENT NUMBER

DATE

[201318-28552](#) 6/25/2013
[201108-17032](#) 10/28/2011
[201106-179](#) 04/20/2011
[200620-25346](#) 12/20/2006
[200605-17652](#) 09/28/2005

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/7/2021	2020	-	\$3,088.26
12/10/2019	2019	CORELOGIC	\$3,302.69
12/31/2018	2018	CORELOGIC	\$2,981.05
1/12/2018	2017	CORELOGIC	\$3,017.12
12/28/2016	2016	CORELOGIC/CENLAR	\$3,372.83
10/6/2015	2015	NATIONAL REAL ESTATE INFORMATION SERVICES OF ALABAMA INC	\$4,408.80
10/21/2014	2014	DEBORAH D STANDIFER	\$1,618.20
10/29/2013	2013	STANDIFER, DEBORAH D	\$1,618.20

EXHIBIT "C"

CITY OF VESTAVIA HILLS

*Department Review of Proposed Annexation
(To Be completed by City Staff)*

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: 2625 Red Bud Lane

E1 2625 Red Bud Lane -- no significant concerns noted; roadway asphalt is in fair condition; evidence of utility cuts in asphalt; the roadway width is slightly more narrow than typical City standards (21' v 22') and has little to no shoulders; no gutter and no significant drainage structures; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County; there is no emergency turnaround at end of roadway.
Date: _____ Initials: _____

Board of Education: Date: _____ Initials: _____
Comments: _____

Police Department: Date: 12/28/18 Initials: CLW
Comments: No concerns

Fire Department: Date: 12/28/2018 Initials: (SIL)
Comments: Lacks emergency turn-around. No other concerns.

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: 12-11-18

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.

Deborah 205-370-8656
deborahstandifer@yahoo.com

Jack 205-835-8657
Jstennis@charter.net

EXHIBIT "A"

LOT: 4-B

BLOCK: L.B. Lloyd Subdivision

SURVEY: # 24973 Ray Weygand - Alabama

RECORDED IN MAP BOOK 226, PAGE 45 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.



COUNTY ZONING: JC E-1

COMPATIBLE CITY ZONING: UHE-2

LEGAL DESCRIPTION (METES AND BOUNDS):

See Attached survey

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>
	Lot <u>4B</u> Block _____ Survey _____
	Lot <u>4B</u> Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

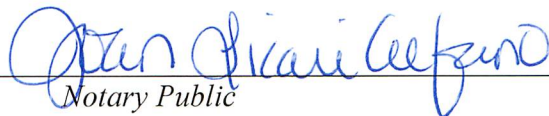
Jefferson COUNTY

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


Signature of Certifier

Subscribed and sworn before me this the 12 day of December, 2018.




Notary Public

My commission expires: April 18, 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): Jack and Deborah Standifer
Address: 2625 Red Bud Lane
City: Birmingham State: Al Zip: 35243

Information on Children:

children currently at Advent
Episcopal School

Plan to Enroll In
Vestavia Hills School?

possibly

	Name(s)	Age	School Grade	Yes	No
1.	Madison	11	7th grade fall 2019	✓	
2.	Peyton	8			✓
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": Fall 2019

ORDINANCE NUMBER 3026

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Deborah and Jack Standifer dated December 18, 2020, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2625 Red Bud Lane
Lot 4B, LB Lloyd Subd.
Deborah and Jack Standifer

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 9th day of August, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

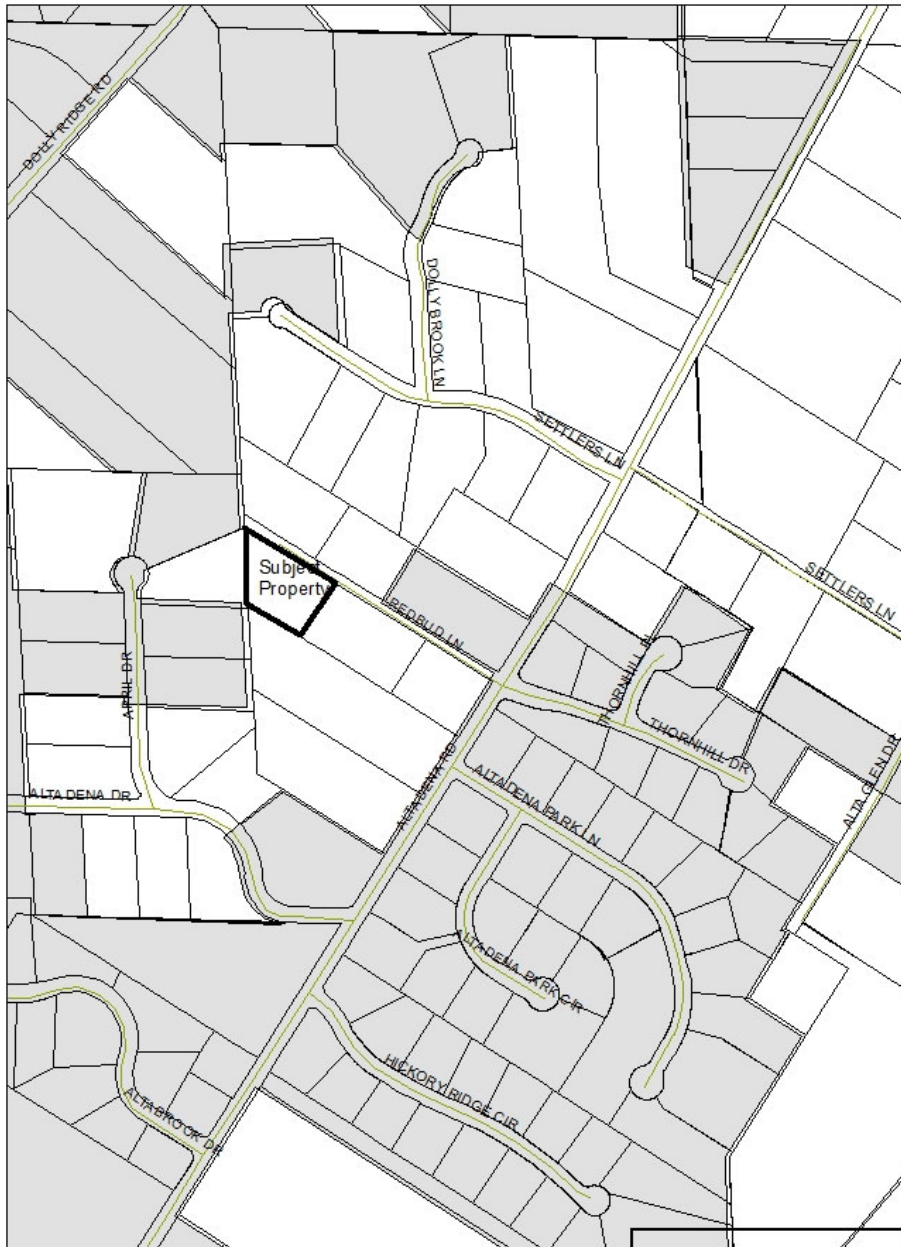
CERTIFICATION:

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 # 3026 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 9th day of August, 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

2625 Red Bud Lane



Legend

-  Vestavia_Hills_City_Limits

.RESOLUTION NUMBER 5339

A RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated January 19, 2021, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 9th day of August, 2021; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 11th day of August, 2021.

2. That on the 22nd day of November, 2021, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5339 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2621 Red Bud Lane
Lot 4A, Gary & Pam West Survey
Jordan Hoffman, Owner(s)

APPROVED and ADOPTED this the 9th day of August, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

2621 Red Bud Lane



Legend

-  Vestavia_Hills_City_Limits

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

2621 Red Bud Lane

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
====>	2621 Red Bud Lane	Property Address	
====>	\$ 515,000	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$51,500.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$1,058.33	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,480.63	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,538.95	Total County remits to City for split with BOE	CITY	
\$777.65	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$422.30	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$1,058.33	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,680.58	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$3,738.90	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

Annexation Committee Petition Review

Property: 2621 Red Bud Ln

Owners: Jordan Hoffman

Date: July 6, 2021

1. The property in question is contiguous to the city limits.
 Yes No Comments: With the companion annexation of 2625, this property is clearly contiguous.

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 Streets are in fair condition and road maintenance will remain shared with the County; no significant concerns.

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$515,000. 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 6 Number in city 3 (with companion annexation of 2629 Redbud Lane)

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: 2621 Red Bud Ln

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: _____
The only concern noted is the lack of an emergency turnaround; Fire Marshal said concern is not critical.

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

Other Comments: _____

George Pierce
Chairman


Kimberly B. Cook
Acting Chairman

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: 2621 Red Bud Lane

Engineering; Public Service
2621 Red Bud Lane -- no significant concerns noted; roadway asphalt is in fair condition; evidence of utility cuts in asphalt; the roadway width is slightly more narrow than typical City standards (21 feet vs. 22 feet) and has little to no shoulders; no gutter and no significant drainage structures; residents have noted drainage concerns outside of the public right-of-way; a few neighboring properties will remain in unincorporated Jefferson County so we anticipate roadway maintenance will continue to be shared responsibility with County; there is no emergency turnaround at end of roadway.

C. Brady

Date: 6/18/2021 Initials: J. Gasta

PD Comments: N/A

Fire Department: Date: 6/18/2021 Initials: S Farrell
Comments: No Emergency Turnaround

Board of Education: Date: 6/18/2021 Initials: S Brown
Comments: No Concerns

PARCEL #: 28 00 33 2 001 024.000
OWNER: PEACOCK DAVID K JR & MERRILL MARLY N
ADDRESS: 2621 RED BUD LN BIRMINGHAM AL 35243-2237
LOCATION: 2621 REDBUD LN BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 2,533
18-013.0 Bed Rooms: 3 Land Sch: A114
 Land: 209,600 Imp: 197,700 Total: 407,300
 Acres: 0.000 Sales Info: 03/12/2020 \$515,000

<< 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: 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: \$390,000.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$209,600
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

UTILITY STEEL O 26SAPFE \$23,700
 BLDG 001 111 \$174,000

TOTAL MARKET VALUE [APPR. VALUE: \$407,300]: \$407,300

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$40,740	\$264.81	\$4,000	\$26.00	\$238.81
COUNTY	3	2	\$40,740	\$549.99	\$2,000	\$27.00	\$522.99
SCHOOL	3	2	\$40,740	\$334.07	\$0	\$0.00	\$334.07
DIST SCHOOL	3	2	\$40,740	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$40,740	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$40,740	\$207.77	\$0	\$0.00	\$207.77
SPC SCHOOL2	3	2	\$40,740	\$684.43	\$0	\$0.00	\$684.43

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$40,740.00 **\$2,041.07** **GRAND TOTAL: \$1,993.07**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2020030326	3/12/2020
200910-29783	10/30/2009
9914-5907	10/29/1999

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
1/5/2021	2020	NICHOLAS HOFFMAN	\$1,993.07
1/10/2020	2019	CORELOGIC	\$1,905.90
11/14/2018	2018	WELLS FARGO HOME MORTGAGE	\$2,437.13
11/29/2017	2017	WELLS FARGO HOME MORTGAGE	\$1,940.97
11/16/2016	2016	WELLS FARGO	\$1,846.78
11/20/2015	2015	WELLS FARGO	\$1,846.78
12/8/2014	2014	WELLS FARGO HOME MORTGAGE	\$1,389.87
12/11/2013	2013	WELLS FARGO	\$1,389.87

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: January 19, 2021

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.

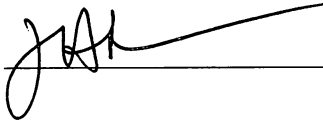
Contact Information: Cell phone: 575-520-9543
Email: Jordan.Simons@yahoo.com

Car Tag Numbers: 1FA6482
1FA6483

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

SIGNATURE(S)

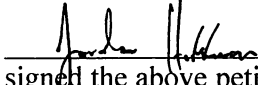
DESCRIPTION OF PROPERTY



 Lot 4A Block _____ Survey NW 1/4 Section 33, Township 18S, Range 2W
Gary and Pam West
 Lot _____ Block _____ Survey _____
 Lot _____ Block _____ Survey _____

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

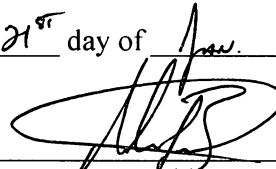
STATE OF ALABAMA

Stellby COUNTY

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


Signature of Certifier

Subscribed and sworn before me this the 21st day of Nov., 2021.


Notary Public

My commission expires: 11/07/2022

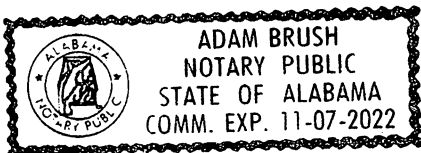


EXHIBIT "A"

LOT: 4A

BLOCK: Northwest 1/4 of Section 33, Township 18 South, Range 2 West

SURVEY: Gary and Pam West

RECORDED IN MAP BOOK 216, PAGE 90 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: Vestavia Hills

LEGAL DESCRIPTION (METES AND BOUNDS):

Parcel of land situated in northwest 1/4 of Section 33, Township 18 South, Range 2 West, Jefferson County, Alabama, and being a part of Lot 4A, according to the Gary and Pam West Survey, as recorded in Map Book 216, page 90, in the Probate office of Jefferson County, Alabama, and also being a part of Parcel 1 and Parcel 2, as recorded in Deed Book 914, page 5907, and being described as follows:

Commence at the southwest corner of Estate number 4, as recorded in Map Book 27, page 14 in the Probate office of Jefferson County, Alabama and further shown on Map Book 226, page 45. Being a 1 inch iron found, thence from said point run S 53 degrees 54'00"E along the southerly line of said Estate No. 4 for a distance of 179.40 feet to the point of beginning said point being a capped rebar set stamped "CARR 00010 LS" lying on the southerly line of Lot 4A; from said point run N 36 degrees 34'17" E for a distance of 184.92 feet to capped rebar found stamped RYS 21784 lying on the southerly line of a Red Bud Lane being 30 feet in width; thence run S 53 degrees 37'06" E along said southerly line of Red Bud Lane and along the northernly line of said Lot 4A for a distance of 262.72 feet to a capped rebar set stamped "CARR 00010 LS"; thence leaving said Red Bud Lane run S 35 degrees 40'00"W for a distance of 183.59 feet to a capped rebar set stamped "CARR 00010 LS" lying on the southerly line of said Lot 4A; thence run N 53 degrees 54'00"W along the southerly line of said Lot 4A for a distance of 265.62 feet to the Point of Beginning.

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): Jordan Hoffman

Address: 2621 Red Bud Lane

City: Birmingham State: AL Zip: 35243

Information on Children:

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

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

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

ORDINANCE NUMBER 3027

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Jordan Hoffman dated January 19, 2020, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2621 Red Bud Lane
Lot 4A, Gary & Pam West Survey
Jordan Hoffman, Owner

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3027 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 9th day of August, 2020, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2621 Red Bud Lane



Legend

-  Vestavia_Hills_City_Limits

ORDINANCE NUMBER 3028

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT TO GRANT A TEMPORARY CONSTRUCTION EASEMENT FOR PARKSIDE AT DOLLY RIDGE, LOT 2, HOLLIS CROSSINGS, VESTAVIA HILLS, ALABAMA

WHEREAS, Dolly Ridge Development, LLC (“DRD”) owns a parcel of real estate abutting Dolly Ridge Road, more particularly described as Lot 2, Hollis Crossings as recorded in Map Book 242, Page 54 in the office of the Judge of Probate, Jefferson County, Alabama; and

WHEREAS, DRD has requested a Temporary Construction Easement (“TCE”) from the City which grants DRD a TCE over, on and across the City property for development of the Parkside project as detailed in a drawing by MBA Engineers dated June 11, 2021, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3028 as if written fully therein; and

WHEREAS, the City Attorney has reviewed the TCE and has recommended revisions in his letter dated July 9, 2021, a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3028 as if written fully therein; and

WHEREAS, a copy of the revised TCE agreement is marked as Exhibit C, attached to and incorporated into this Ordinance Number 3028 as if written fully therein; and

WHEREAS, the Mayor and City Council of the City of Vestavia Hills, feel it is in the best public interest to grant said TCE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE 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 TCE as detailed in the attached Exhibit C upon receipt of documentation as detailed in the attached Exhibit C; and
2. This Ordinance Number 3028 shall become effective immediately upon adoption and approval following posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 26th day of July, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

TEMPORARY CONSTRUCTION EASEMENT (CITY)

A TEMPORARY CONSTRUCTION EASMENT LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 2 WEST, CITY OF VESTAVIA HILLS, JEFFERSON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 2 HOLLIS CROSSING SUBDIVISION (LOT 2) ON THE EASTERN 50 FOOT RIGHT-OF-WAY FOR DOLLY RIDGE ROAD THENCE SOUTH 88 DEGREES 49 MINUTES 06 SECONDS EAST A DISTANCE OF 142.53 FEET TO A POINT ON THE NORTHERN PROPERTY LINE OF LOT 2, SAID POINT BEING THE POINT OF BEGINNING.

THENCE SOUTH 88 DEGREES 56 MINUTES 20 SECONDS EAST A DISTANCE OF 29.45 FEET TO A PIN, THENCE SOUTH 19 DEGREES 47 MINUTES 49 SECONDS WEST A DISTANCE OF 8.23 FEET TO A PIN, THENCE SOUTH 77 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 71.62 FEET TO A POINT, THENCE SOUTH 21 DEGREES 22 MINUTES 34 SECONDS WEST A DISTANCE OF 132.47 FEET TO A POINT, THENCE NORTH 89 DEGREES 31 MINUTES 02 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERN PROPERTY LINE OF LOT 2 AND LOT 3, THENCE NORTH 00 DEGREES 40 MINUTES 35 SECONDS EAST A DISTANCE OF 146.84 FEET TO THE POINT OF BEGINNING.

ALL OF SAID TEMPORARY CONSTRUCTION EASEMENT LIES IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 2 WEST AND CONTAINS 0.236 ACRES (10236 SQUARE FEET), MORE OR LESS.

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

July 9, 2021

By Electronic Mail

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

In Re: Proposed Agreement for Temporary Construction Easement
for the Parkside Development on Dolly Ridge Road

Dear Mr. Downes:

Dolly Ridge Development, LLC (“DRD”) owns a parcel of real estate abutting Dolly Ridge Road and more particularly described as Lot 2 of the Map and Plat of Hollis Crossings as recorded in Map Book 242, Page 54 in the office of the Judge of Probate of Jefferson County, Alabama (hereinafter referred to as “DRD property”). The City of Vestavia Hills, Alabama (“City”) owns land adjacent to the DRD property (hereinafter referred to as “City property”).

On July 2, 2021, Thomas M. Hickman sent to you a proposed Temporary Construction Easement (“TCE”) which provides, among other things, that the City grants to DRD a Temporary Construction Easement over, on and across the City property for the development of the Parkside project. You sent the TCE to me with a request that I review it and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. BACKGROUND

The City has been the Grantee of two previous Temporary Construction Easements in this area. On June 29, 2015, the Board of Education of the City of Vestavia Hills, Alabama (“Board”) granted to the City a TCE in order to construct the Cahaba Heights Elementary Road Project (“CHERP”), which included grading and stormwater installation, underground utilities and a public road approximately 850 feet of asphalt roadway with curb and gutters and paint striping connecting Dolly Ridge Road to Oakview Lane.

July 9, 2021

Page 2

On or about December 9, 2019, DRD granted to the City a TCE for the purpose of constructing improvements necessary to provide vehicular and pedestrian ingress and egress to the City parking lot from Hollis Crossings.

I prepared the two TCE agreements. Both required that the contract between the City and its General Contractor include provisions in the following areas:

A. **INSURANCE:** The Contractor was required to provide general comprehensive liability insurance that covered:

1. The Contractor and its subcontractors; and
2. The City, its Mayor, City Manager, individual City Council members, servants, agents, employees and representatives; and
3. The Board, its Superintendent, Board members, servants, agents, employees and representatives as additional insureds.

B. **INDEMNITY AND HOLD HARMLESS:** The Contractor was required to indemnify and save harmless:

1. The City, its Mayor, City Manager, individual City Council members, servants, agents, employees and representatives;
2. The Board, its Superintendent, Board members, servants, agents, employees and representatives.

C. **RESTORATION OF PROPERTY:** The Contractor was required to promptly repair and replace any property owned by Owner, which maybe damaged or destroyed in connection with the exercise of the work on the TCE by the City.

II. MY RECOMMENDATIONS

I recommend that Section IX be added to the proposed TCE to read in words and figures as follows:

"IX. CONSTRUCTION CONTRACT

DRD and City recognize and mutually agree that DRD will enter into a written Construction Contract with a Contractor properly licensed within the meaning of Title 34-8-1, *Code of Alabama, 1975*, and its subcontractors for the construction of the improvements for the development of the Parkside project.

DRD and City agree that any and all contracts entered into by and between DRD and a Contractor shall include the following terms, provisions and conditions:

A. LIABILITY INSURANCE: The Contractor shall carry Manufacturer's and Contractor's General Comprehensive Liability and Public Liability Insurance with limits of One Million Dollars (\$1,000,000.00), per person, and Two Million Dollars (\$2,000,000.00), per occurrence, to cover and protect DRD, its members, servants, agents, employees or representatives, the Contractor and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the work and installations and embraced in this contract.

The Contractor shall carry, during the life of this contract, property damage insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) to protect it and its subcontractors from claims for property damage which might arise from the work performed under this contract.

Before commencing work, the Contractor shall submit evidence of the coverages required above to DRD for review and approval. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by DRD and shall be kept in full force and effect until the Contractor's work is accepted by the City Engineering and Building Departments. Contracts of insurance (covering all operations under this contract) which expire before the Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the DRD for its approval.

B. ADDITIONAL INSURED: The Contractor shall cause all of the insurance policy coverages described in Section IX-A of the Contract above (except for the Worker's Compensation coverages) to include:

1. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

2. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations; and

3. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

4. Contain no exclusions of the additional insureds relative to job accidents; and

5. The policies must be on an "occurrence" basis.

C. **WORKERS' COMPENSATION:** The Contractor shall carry Worker's Compensation insurance for all of its employees and those of its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law. This insurance coverage provided by the Contractor under the Worker's Compensation Act shall provide protection from any and all claims for bodily injury, death or property damage, which may arise from the performance of any servant, agent, employee or other representative of Contractor or its subcontractors under this contract. Certificates of insurance issued by competent insurance companies qualified and licensed to do business in the State of Alabama and approved by DRD evidencing that all of said subcontractors of the Contractor are covered by said Worker's Compensation insurance coverage and furnished to the Contractor and DRD by the individual subcontractors shall meet the requirements of this section.

D. **INDEMNITY:**

1. The Contractor shall indemnify and save harmless the City, its Mayor, City Manager, individual City Council members, servants, agents, employees and representatives from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities, damages and losses and expenses, including but not limited to attorney fees, arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result for work performed under this contract by Contractor, a subcontractor and anyone directly or indirectly employed by them. This indemnification shall extend to all claims, damages, losses and

July 9, 2021

Page 5

expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to or result from performance of the Work.

2. The Contractor shall indemnify and save harmless DRD, its members, servants, agents, representatives and employees from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities, damages and losses and expenses, including but not limited to attorney fees, arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result for work performed under this contract by Contractor, a subcontractor and anyone directly or indirectly employed by them. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to or result from performance of the Work.”

E. **RESTORATION:** DRD shall promptly repair and replace any real property owned by the City, including without limitation, the TCE property, and any landscaping or other improvements thereto, which may be damaged or destroyed in connection with the exercise of the TCE by any of the DRD parties.”

III. CONCLUSION

I know that the City and DRD have enjoyed an excellent relationship working together from time to time on several projects. Because of that, I wish to state my reasons for the recommendations set forth in Section II above.

A. The City agreed to the requirements of Section IX when it was granted a TCE by the Board in 2015 and another TCE granted by DRD in 2019.

B. In my opinion, the requirements of Section IX provide the maximum protection possible to DRD as well as to the City.

C. On July 20, 2020, the City was one of several parties named as Defendants in Jefferson County Circuit Court Civil Action number 01-CV-2020-902589 styled *Odom v. The City of Vestavia Hills, et al.* The Plaintiffs are owners of property located in close proximity to the City property and DRD property described in the proposed TCE. They sued for money damages alleging that construction work done for and on behalf of the City damaged their property.

Although the case was settled by consent, the City saw first hand exactly how important the contract provisions regarding insurance, additional insureds, indemnity and hold harmless and restoration of property truly are.

July 9, 2021

Page 6

D. The City Council must approve the TCE before you will be authorized to execute and deliver it for and on behalf of the City. When the City Council requests my legal opinion, it will be simply to add Section IX to the proposed document.

I am sending Section IX to City Clerk Becky Leavings in "Word" format and will be happy to send it to Hannah Dunn, attorney with Maynard, Cooper & Gale, PC who prepared the TCE if requested to do so.

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

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is written in a cursive style with a long horizontal line extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

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

This instrument was prepared by:
Hannah Dunn
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203

**STATE OF ALABAMA
JEFFERSON COUNTY**

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT (“Agreement”), is made and entered into on this the _____ day of July, 2021 by and between Dolly Ridge Holdings, LLC, an Alabama limited liability company (“DRH”) and the City of Vestavia Hills, Alabama, a municipal corporation (“City”).

WITNESSETH THESE RECITALS:

WHEREAS, Dolly Ridge Holdings, LLC is a limited liability company, organized, existing and operating in good standing pursuant to the laws of the State of Alabama (“DRH”); and

WHEREAS, the City of Vestavia Hills, Alabama is a municipal corporation, organized, existing and operating pursuant to the laws of the State of Alabama (“City”); and

WHEREAS, DRH owns the real estate and improvements referred to as Parcel 2, which is more particularly described in Exhibit 1, attached hereto and incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, the City owns the real estate and improvements referred to as Parcel 3, which is more particularly described in Exhibit 1, attached hereto and incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, the City is willing to grant to DRH a temporary construction easement over, on, under and along Parcel 3 in order to enable DRH to complete certain improvements on Parcel 2; and

WHEREAS, Parcel 2 and Parcel 3 (identified as “(3) Temporary Construction Easement”) are accurately shown on the map attached hereto, marked as Exhibit 2 and is incorporated herein by reference as though set out fully herein;

WHEREAS, DRH and the City wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, DRH and City hereby mutually covenant and agree as follows:

I. RECITALS

The recitals set forth in the premises above are hereby incorporated into this Agreement for Temporary Construction Easement (“Agreement”) by reference as though set out fully herein.

II. MAP SHOWING PARCEL 2 AND PARCEL 3

The map marked as Exhibit 2 and attached hereto shows the location of Parcel 2 and Parcel 3.

Parcel 2 is owned by Dolly Ridge Holdings, LLC, an Alabama limited liability company (“DRH”). Parcel 3 is owned by the City of Vestavia Hills, Alabama, a municipal corporation (“City”).

III. EXHIBITS

<u>NUMBER</u>	<u>DESCRIPTION</u>
1	Legal description of Parcel 2.
1	Legal description of Parcel 3.
2	Map showing Parcel 2 and Parcel 3.

Exhibits 1 and 2 are attached hereto and incorporated into this Agreement by reference as though set out fully herein.

IV. GRANT OF TEMPORARY CONSTRUCTION EASEMENT

The City hereby grants and conveys unto DRH and DRH’s employees, agents, contractors, subcontractors and licensees a temporary construction easement on, over and along Parcel 3 (also referred to herein as the “TCE property”) for equipment and materials storage, grading, staging and ingress/egress for the purpose of allowing DRH to develop and construct improvements on Parcel 2 (the “TCE”).

A. BEST MANAGEMENT PRACTICES: DRH, for itself and all its other servants, agents, employees, contractors, subcontractors and licensees, shall utilize best management practices in the use of this temporary construction easement and shall otherwise comply in all respects with any and all statutes, ordinances, code provisions, rules, regulations, requirements and directives (collectively, “governmental requirements”) of any federal, state, county, city or quasi-governmental agency, bureaus, departments, divisions or regulatory authorities having jurisdiction of any portion of Parcel 3.

B. TERM: This temporary construction easement granted herein shall automatically terminate on the date which is the earlier of: (a) eighteen (18) months from the date of this Agreement; or (b) the completion of the construction on Parcel 2.

V. MAINTENANCE AND REPAIR

A. Parcel 2: DRH shall be solely responsible for the maintenance, repair and upkeep of Parcel 2.

B. Parcel 3: The City shall be solely responsible for the maintenance, repair and upkeep of Parcel 3.

VI. COMPLIANCE WITH LAW

DRH and City shall at all times exercise its rights hereunder in compliance with all applicable federal, state and local statutes, regulations, ordinances, rules, judicial decisions, governmental permits and approvals and all other laws now or hereafter in effect.

VII. BENEFITS

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns and the rights and obligations and benefits and burdens granted and imposed hereby shall be covenants which run with the land and shall benefit Parcel 2 owned by DRH and burden Parcel 3 owned by the City and the successors in title thereto of each of the parties.

VIII. MISCELLANEOUS

A. GOVERNING LAW: This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

B. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

C. SURVIVAL: All representations and warranties of this Agreement shall survive the execution and delivery, as shall any covenants for performance after the recording of this instrument.

D. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

E. NO WAIVER: The failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

F. CONSTRUCTION OF TERMS: Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in

drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

G. SEVERABILITY: In case of any of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable by any court of competent jurisdiction in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

H. DATES: If any date provided in this Agreement falls on a Saturday, Sunday or holiday, the date shall be the next business day.

I. EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

J. ENTIRE AGREEMENT: This written Agreement contains the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.

IX. CONSTRUCTION CONTRACT

DRH and City recognize and mutually agree that DRH will enter into a written Construction Contract with a Contractor properly licensed within the meaning of Title 34-8-1, *Code of Alabama, 1975* (the "Contractor"), and its subcontractors for the construction of the improvements for the development of the Parkside project.

DRH and City agree that any and all contracts entered into by and between DRH and a Contractor shall include the following terms, provisions and conditions:

A. LIABILITY INSURANCE: The Contractor shall carry Manufacturer's and Contractor's General Comprehensive Liability and Public Liability Insurance with limits of One Million Dollars (\$1,000,000.00), per person, and Two Million Dollars (\$2,000,000.00), per occurrence, to cover and protect DRH, its members, servants, agents, employees or representatives, the Contractor and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the work and installations and embraced in this contract.

The Contractor shall carry, during the life of this contract, property damage insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) to protect it and its subcontractors from claims for property damage which might arise from the work performed under this contract.

Before commencing work, the Contractor shall submit evidence of the coverages required above to DRH for review and approval. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by DRH and shall be kept in full force and effect until the Contractor's work is accepted by the City Engineering and Building Departments. Contracts of insurance (covering all operations under this contract) which expire before the Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the DRH for its approval.

B. ADDITIONAL INSURED: The Contractor shall cause all of the insurance policy coverages described in Section IX-A of the Contract above (except for the Worker's Compensation coverages) to include:

1. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations on the TCE property; and

2. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations on the TCE property; and

3. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

4. Contain no exclusions of the additional insureds relative to job accidents; and

5. The policies must be on an "occurrence" basis.

C. WORKERS' COMPENSATION: The Contractor shall carry Worker's Compensation insurance for all of its employees and those of its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law. This insurance coverage provided by the Contractor under the Worker's Compensation Act shall provide protection from any and all claims for bodily injury, death or property damage, which may arise from the performance of any servant, agent, employee or other representative of Contractor or its subcontractors under this contract. Certificates of insurance issued by competent insurance companies qualified and licensed to do business in the State of Alabama and approved by DRH evidencing that all of said subcontractors of the Contractor are covered by said Worker's Compensation insurance coverage and furnished to the Contractor and DRH by the individual subcontractors shall meet the requirements of this section.

D. INDEMNITY: The Contractor shall indemnify and save harmless the City, its Mayor, City Manager, individual City Council members, servants, agents, employees and representatives from any and all claims, demands, controversies, actions, causes of action, liabilities of action,

lawsuits, liabilities, damages and losses and expenses, including but not limited to attorney fees, arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result for work performed under this contract by Contractor, a subcontractor and anyone directly or indirectly employed by them. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to or result from performance of the Work.

E. RESTORATION: DRH shall promptly repair and replace any real property owned by the City, including without limitation, the TCE property, and any landscaping or other improvements thereto, which may be damaged or destroyed in connection with the exercise of the TCE by any of the DRH parties. Notwithstanding the foregoing or anything to the contrary herein, upon expiration of the TCE, DRH shall promptly restore the TCE property to substantially the condition of the TCE property as of the date of this Agreement.

[Signature page(s) follow(s)]

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Dolly Ridge Holdings, LLC, an Alabama limited liability company, have hereunto caused this Agreement for Temporary Construction Easement to be executed by their duly authorized officers and their respective seals to be affixed hereto as of the date first above written.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

DRH:
DOLLY RIDGE HOLDINGS, LLC
An Alabama Limited Liability Company

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 _____, whose name as _____ of Dolly Ridge Holdings, LLC, an Alabama limited liability company, is signed to the foregoing Agreement for Temporary Construction Easement, and who is known to me, acknowledged before me on this day that being informed of the contents of the contract, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said Dolly Ridge Holdings, LLC on the day the same bears date.

Given under my hand and official seal, this the _____ day of July, 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 Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Temporary Construction Easement, 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 July, 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 for Temporary Construction Easement 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 July, 2021.

Notary Public

My Commission Expires:

SEAL

EXHIBIT 1

Parcel 2 – DOLLY RIDGE HOLDINGS, LLC (“DRH”) PROPERTY

Lot 2 of the map and plat of Hollis Crossings as recorded in Map Book 242, Page 54 in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel 3 – CITY PROPERTY (Temporary Construction Easement Area)

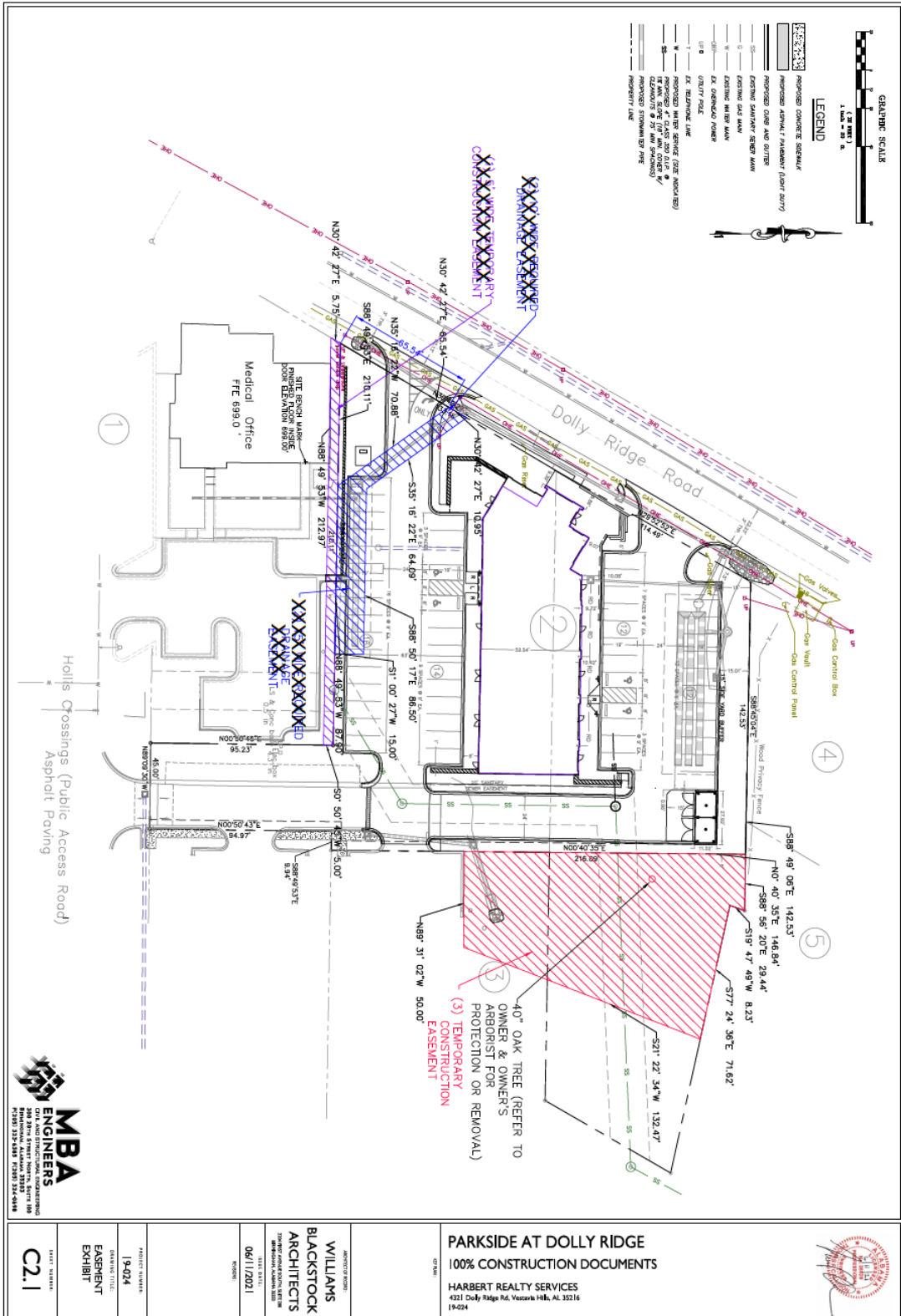
A TEMPORARY CONSTRUCTION EASMENT LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 2 WEST, CITY OF VESTAVIA HILLS, JEFFERSON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2” IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 2 HOLLIS CROSSING SUBDIVISION (LOT 2) ON THE EASTERN 50 FOOT RIGHT-OF-WAY FOR DOLLY RIDGE ROAD THENCE SOUTH 88 DEGREES 49 MINUTES 06 SECONDS EAST A DISTANCE OF 142.53 FEET TO A POINT ON THE NORTHERN PROPERTY LINE OF LOT 2, SAID POINT BEING THE POINT OF BEGINNING.

THENCE SOUTH 88 DEGREES 56 MINUTES 20 SECONDS EAST A DISTANCE OF 29.45 FEET TO A PIN, THENCE SOUTH 19 DEGREES 47 MINUTES 49 SECONDS WEST A DISTANCE OF 8.23 FEET TO A PIN, THENCE SOUTH 77 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 71.62 FEET TO A POINT, THENCE SOUTH 21 DEGREES 22 MINUTES 34 SECONDS WEST A DISTANCE OF 132.47 FEET TO A POINT, THENCE NORTH 89 DEGREES 31 MINUTES 02 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERN PROPERTY LINE OF LOT 2 AND LOT 3, THENCE NORTH 00 DEGREES 40 MINUTES 35 SECONDS EAST A DISTANCE OF 146.84 FEET TO THE POINT OF BEGINNING.

ALL OF SAID TEMPORARY CONSTRUCTION EASEMENT LIES IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 2 WEST AND CONTAINS 0.236 ACRES (10236 SQUARE FEET), MORE OR LESS.

EXHIBIT 2



PROJECT NUMBER: 19-024
DRAWING TITLE: EASEMENT EXHIBIT
DATE: 06/11/2021

CLIENT: WILLIAMS BLACKSTOCK ARCHITECTS
PROJECT: PARKSIDE AT DOLLY RIDGE
DATE: 06/11/2021

PROJECT NAME: PARKSIDE AT DOLLY RIDGE
100% CONSTRUCTION DOCUMENTS
HARBERT REALTY SERVICES
4321 Dolly Ridge Rd, Vestavia Hills, AL 35216
19-024



RESOLUTION NUMBER 5341

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND
ADDITIONAL FUNDING FOR THE NEEDED RENOVATIONS AT
VESTAVIA HILLS FIRE STATION NO. 3**

WHEREAS, needed renovations were identified at the Vestavia Hills Fire Station No. 3, the scope of the work to update and separate the facilities into two private bathrooms as the restroom facilities were original to the building constructed in 1988; and

WHEREAS, the surplus funds in Capital Projects Fund #20 allocated \$26,000 for said renovations/repairs; and

WHEREAS, the construction market has experienced significant changes in the past 12 months and the cost of repairs has risen approximately \$12,750 in order to cover the complete price of the project; and

WHEREAS, the Mayor and City Manager feel it is in the best public interest to repair/renovation Vestavia Hills Fire Station No. 3 as requested.

1. The City Manager is hereby authorized to expend an additional \$12,750 from the City's Capital Project funds to be coupled with the existing funding from the Capital Projects Fund surplus funds allocated for said project, for a total not to exceed \$38,750.00; and
2. This Resolution Number 5341 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 9th day of August, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS FIRE DEPARTMENT

MEMORANDUM

TO: Jeff Downes, City Manager

FROM: Marvin Green, Fire Chief

DATE: July 19, 2021

RE: Additional Appropriation

Stn #3

In the Capital Projects Fund #20 in surplus funds, the VHFD has \$26,000 to remodel the bathroom facilities at Station #3. The facilities are original to the building when it was constructed in 1988. The scope of the work is to update and separate the facilities into two private bathrooms.

Unfortunately, the market has changed significantly in the last 12 months. The lowest price we have been able to obtain for the work is \$38,750. We are requesting an additional appropriation of \$12,750 from the City's Capital Projects Fund #20, to cover the price increase for the project.