

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 4.

**Vestavia Hills
City Council Agenda
August 9, 2021
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Ron Higeey, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation – National Senior Citizens Day – August 21, 2021
8. Proclamation – Hike The Hill Month – September 2021
9. Proclamation – Day Of Prayer And Thanksgiving – August 24, 2021
10. City Manager’s Report
 - a. Presentation of FY 2022 General and Special Funds Budget to City Council
11. Councilors’ Reports
12. Financial Reports – Melvin Turner, III, Finance Director
13. Update of Community Spaces Projects – TCU Consulting
14. Approval Of Minutes – July 26, 2021 (Regular Meeting)

Old Business

15. Resolution Number 5337 – Annexation – 90 Day – 2429 Altadena Road; Lot 2, Haynies Addition To Ridge Forest; Keith And Taylor Cargal (Owners) *(public hearing)*
16. Ordinance Number 3025 – Annexation – Overnight – 2429 Altadena Road; Lot 2, Haynies Addition To Ridge Forest; Keith And Taylor Cargal (Owners) *(public hearing)*
17. Resolution Number 5338 – Annexation – 90 Day – 2625 Red Bud Lane; Lot 4B, LB Lloyd Subd; Deborah and Jack Standifer, (Owners) *(public hearing)*
18. Ordinance Number 3026 – Annexation – Overnight – 2625 Red Bud Lane; Lot 4B, LB Lloyd Subd; Deborah and Jack Standifer, (Owners) *(public hearing)*
19. Resolution Number 5339 – Annexation – 90 Day – 2621 Red Bud Lane; Lot 4A, Gary and Pam West Survey; Jordan Hoffman, (Owners) *(public hearing)*

20. Ordinance Number 3027 – Annexation – Overnight – 2621 Red Bud Lane; Lot 4A, Gary and Pam West Survey; Jordan Hoffman, (Owners) *(public hearing)*
21. 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)*
22. 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)*

New Business

23. Resolution Number 5342 – A Resolution Approving An Alcohol License For S2A2, Inc., D/B/A Liquor Shop; Sunil Joshi, Executive *(public hearing)*
24. Resolution Number 5343 – A Resolution Approving An Alcohol License For First Watch Restaurants, Inc., D/B/A First Watch Restaurant 389; Henry M. Hope III, Jay A Wolszczak and Christopher A. Tomasso, Executives *(public hearing)*
25. Ordinance Number 3032 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A First Addendum To Agreement To Share Responsibilities (Joint Services Agreement) To Coordinate Overlapping Projects On Crosshaven Drive

New Business (Requesting Unanimous Consent)

26. Ordinance Number 3031 – An Ordinance To Declare That The Present Condition Of A Portion Of Oakview Lane Is In Such State Of Disrepair That It Endangers The Public Health, Safety And Welfare Of Members Of The General Public; To Declare That The Situation Is An Emergency; To Describe The Nature Of Said Emergency; To Authorize And Direct The Repair Of Oakview Lane Without Advertising For Competitive Bids Pursuant To The Authority Of Title 39-2-2(E), Code Of Alabama, 1975, At A Cost Not To Exceed One Hundred Eighteen Thousand Eight Hundred Fifty-Two Dollars (\$118,852.00); To Authorize And Direct The City Manager And Mayor To Negotiate And To Execute And Deliver A Construction Contract And Any And All Other Documents Necessary To Have The Repair Work Performed And Completed *(public hearing)*

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

27. Ordinance Number 3030 – Rezoning – 3164 Belwood Drive; Rezone From Vestavia Hills R-5 (Multi-Family Residential District) To Vestavia Hills R-9 (Planned Residential District) For Construction Of Five Townhomes; Elm Properties, Owners *(public hearing)*

28. Citizens Comments

29. Adjournment

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

Due to the COVID-19 safety advice given by the ADPH, the City Council work sessions and meetings are available via video-conference and teleconference. If you choose not to attend in person, you may still participate. Following are instructions for three options to participate remotely.

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

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

Using the icons on the Zoom screen, you can:

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

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

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

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

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

WHEREAS, throughout our history, older people have achieved much for our families, communities, and country; and

WHEREAS, with improved healthcare and more years of productivity, older citizens are reinforcing their historical roles as leaders and sense of purpose as individuals and as a Nation; and

WHEREAS, many of them are embarking on second careers, giving younger people an example of responsibility, resourcefulness, competence, and determination; and

WHEREAS, more than 11 million senior citizens are serving as volunteers in various programs and projects that benefit every sector of society; and

WHEREAS, we can best demonstrate our gratitude for the older seniors' accomplishments by making sure that our communities enable them to participate to the fullest and find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim August 21, 2021 as

NATIONAL SENIOR CITIZENS DAY

which is recognized annually and was authorized and requested by President Ronald Reagan in 1988 to encourage them to be active members of their community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 9th day of August 2021.

Ashley C. Curry
Mayor

WHEREAS, Rotary International is a global network of volunteers who come together to make positive, lasting changes in communities; and

WHEREAS, the Vestavia Hills Rotary Club has been serving this community for over 50 years; and

WHEREAS, the Vestavia Hills Rotary Club is in its third decade of supporting Vestavia Hills City Schools and the Parent Teacher Organization's efforts of building stronger relationships with teachers, faculty and staff to support student education; and

WHEREAS, in 2020, the Vestavia Hills Rotary Club created Hike the Hill as a sustainable community event that brings people together, benefits their overall health and well-being, and celebrates and supports programs in our schools; and

WHEREAS, the Vestavia Hills Rotary Club, the Vestavia Hills City Schools and its PTOs greatly appreciate the support and generosity and community partnerships with area businesses and merchants who enable Hike the Hill to be held; and

WHEREAS, the 2021 Hike the Hill event will be held from September 1st thru September 30th with additional neighborhood courses to include all areas of Vestavia Hills.

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

HIKE THE HILL MONTH

in Vestavia Hills and earnestly call upon our residents to participate in this community event that supports our students and schools.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 9th day of August 2021.

Ashley C. Curry
Mayor

WHEREAS, prayer is our communication with the Heavenly Father; and

WHEREAS, it enables mankind to give thanks for the life we sometimes take for granted; and

WHEREAS, prayer seems to soften our sorrow and make our griefs and hardships bearable; and

WHEREAS, through prayer we can be prepared to become the instruments of His peace; and

WHEREAS, prayer is a candle that can rekindle the light that will repel the darkness in our midst; and

WHEREAS, by our unity others may know that we are one with the Father and His peace; and

WHEREAS, only as we are filled with the power of God can we do the things the Lord wants of us in any area of our lives; and

WHEREAS, the annual Mayor's Prayer Breakfast will be held Tuesday, August 24th at the Vestavia Country Club.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim August 24, 2021 as a special

DAY OF PRAYER AND THANKSGIVING

in Vestavia Hills and earnestly call upon all people of faith and goodwill to support this spiritual effort so that together we may offer prayer, praise and thanksgiving.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 9th day of August 2021.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JULY 26, 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
Umang Patel, Court Director/Acting City Clerk
Jack Wakefield, Planner
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
George Sawaya, Asst. Finance Director
Brian Davis, Public Services Director*
Cinnamon McCulley, Communications Specialist
**present via Zoom or telephone*

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

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mr. Pierce introduced Mark Macoy, attorney for the Chamber of Commerce who was also attending the meeting tonight to represent the Chamber.

CITY MANAGER'S REPORT

- Mr. Downes updated the Council on the progress of the Cahaba Solid Waste Authority. He stated that two additional municipalities wish to join the Authority and appears as an agenda item to be considered tonight. He indicated some of the discussions and noted that the cost factors to be considered by Hoover and later by Pelham are about the same that Vestavia Hills already uses. They might consider thresholds of service if Pelham elects to use the services, some discounts might be received by using the Authority. The preferred contractor appears to be AmWaste.

COUNCILOR REPORTS

- Mrs. Cook stated that the Board of Education has hired Myra Miles as the new athletic director. Ms. Miles was formally with Hoover Board of Education and comes highly recommended. Mrs. Cook also mentioned a new incident reporting system utilized by the Board. She stated that the Board has all of the curriculum posted to their website so there is no question as to what is being taught. August 10 will be the first day of school. She stated that there was a request to allow virtual schooling for all grades but that, so far, has not been accepted. She noted that they are ready to pivot if needed.
- Mr. Pierce urged everyone to please shop Vestavia Hills and explained how that helps to provide City services.
- Mr. Weaver announced the Planning and Zoning Commission meeting will be held on August 12, 2021.
- Mayor Curry stated that attendance at the last Park and Recreation meeting was up and that there were several comments made on Wald Park and the new pool. There are more memberships this year than any previous year.

APPROVAL OF MINUTES

The Mayor opened the floor for approval of the following minutes: July 12, 2021 (Regular Meeting).

MOTION Motion to approve the minutes of July 12, 2021 (Regular Meeting) was by Mr. Weaver 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

ORDINANCE NUMBER 3023

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)

MOTION Motion to approve Ordinance Number 3023 was by Mrs. Cook and seconded by Mr. Weaver.

Mr. Weaver explained that this is required for every home business in Liberty Park. The Commission recommended approval on this request.

Mayor Curry stated the applicant is an insurance adjuster.

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

ORDINANCE NUMBER 3008-B

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

MOTION Motion to approve Resolution Number 3008-B was by Mr. Weaver and seconded by Mr. Pierce.

Mayor Curry explained this Ordinance will add two additional cities: Clanton and Homewood. The Mayor also commended Mr. Downes for bringing AmWaste to our City and noted they are the preferred provider of this Board. He stated that he is proud of Vestavia Hills being a leader on this issue.

Mr. Downes clarified that other cities can join the Board. But, to have the power to vote on the Board, the Ordinance requires modification to allow additional voting authority.

Mr. Pierce asked about Jefferson County.

Mr. Downes stated that only cities can use this Authority. However, residents of Jefferson County can have private contracts with AmWaste and directly pay for garbage services.

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 5340 and Ordinance Number 3029.

MOTION Motion for unanimous consent for the immediate consideration and action of Resolution Numbers 5334 and Ordinance 3029 by Mr. Weaver seconded by Mrs. Cook.

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

RESOLUTION NUMBER 5340

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)

MOTION Motion to approve Ordinance Number 5340 was by Mrs. Cook and seconded by Mr. Weaver.

The Mayor explained that the siren needed to be relocated due to the construction around it.

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

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

ORDINANCE NUMBER 3029

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

MOTION Motion to approve Ordinance Number 3029 was by Mr. Weaver and seconded by Mr. Pierce.

Mr. Boones related the legalities of what cities can do and cannot do when it comes to stormwater issues within the City. He related that public dollars can be spent by a municipality only when it is for a public purpose. He explained the background of the City's duties to maintain private infrastructure once it elects to do so, and referenced a Supreme Court ruling from 2007. He explained that if the City does work on public property that requires engineering services, the City must engage professional engineers to create a plan. This will give information and identify areas of concerns and help the City to develop future regulations concerning drainage in the City.

Mr. Boone stated that, as a personal comment, this city is 70 years old. He stated he has lived in Vestavia Hills for 53 years and has lived in the study area. For the first 26 years, he lived on Comer Circle which is the lowest lot below the earthen dam at Vestavia Lake. This property had a 25' wide perennial stream which carries water downstream. He stated that the last years, he has lived north of this area. He stated that, between his two homes, sea level has increased more than 600' between his home now and the home he had years ago, and he feels it is a great idea to study this area.

Mr. Weaver stated that the master plan effort would identify problems within the City's stormwater infrastructure.

Mr. Downes stated this study concentrates on two basins. He explained that, as Engineering has investigated various complaints and studied the infrastructure, they recommend a study of these basins would help to focus more clearly on the problem area. He explained that earlier studies were not as focused. The deficiencies might be in public areas or might be in private areas. Ordinances may be needed to better manage these two basins.

Mr. Weaver asked who will be heading up this study.

Mr. Downes stated that Mr. Thomas with Schoel will be heading the effort.

Discussion ensued.

Mr. Pierce stated that the earlier infrastructure simply was not enough to handle development that has happened in the last few years.

Mr. Downes emphasized that this is a very focused effort on just two drainage basins.

Schoel Engineering explained the areas they will be focusing on and what type of recommendations they will make. He indicated they are doing the same type of service for certain areas of Hoover also.

The Mayor opened the floor for a public hearing.

Nolan Cesnick, 2132 Southwood Drive, asked about the timeframe for an action plan.

Mr. Thomas stated that they anticipate the study to be completed in 5 to 6 weeks and then they will consult with City staff. The entire study might take 8 to 10 weeks.

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)

- Resolution Number 5337 – Annexation – 90 Day – 2429 Altadena Road; Lot 2, Haynies Addition To Ridge Forest; Keith And Taylor Cargal (Owners) *(public hearing)*
- Ordinance Number 3025 – Annexation – Overnight – 2429 Altadena Road; Lot 2, Haynies Addition To Ridge Forest; Keith And Taylor Cargal (Owners) *(public hearing)*
- Resolution Number 5338 – Annexation – 90 Day – 2625 Red Bud Lane; Lot 4B, LB Lloyd Subd; Deborah and Jack Standifer, (Owners) *(public hearing)*
- Ordinance Number 3026 – Annexation – Overnight – 2625 Red Bud Lane; Lot 4B, LB Lloyd Subd; Deborah and Jack Standifer, (Owners) *(public hearing)*
- Resolution Number 5339 – Annexation – 90 Day – 2621 Red Bud Lane; Lot 4A, Gary and Pam West Survey; Jordan Hoffman, (Owners) *(public hearing)*
- Ordinance Number 3027 – Annexation – Overnight – 2621 Red Bud Lane; Lot 4A, Gary and Pam West Survey; Jordan Hoffman, (Owners) *(public hearing)*
- 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)*
- 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)*

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

The Mayor explained that there's a need for an Executive Session for the purchase/sale of property to last an estimated 30 minutes with no action taken after the session. He opened the floor for a motion.

MOTION Motion to move into Executive Session for the purchase/sale of property to last an estimated 30 minutes was made by Mr. Weaver seconded by Mr. Pierce.

Mr. Weaver asked Mr. Boone if it was appropriate to go into Executive Session for such a purpose. Mr. Boone replied that it was.

At 6:50 the Council exited the Chamber and moved into Executive Session. At 7:19 PM the Council re-entered the Chamber and the Mayor called the meeting back to order.

At 7:20 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:20 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

INSTRUMENT NUMBER	DATE
201416-435	8/21/2014
9612-4621	10/14/1996

PAYMENT INFO

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

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

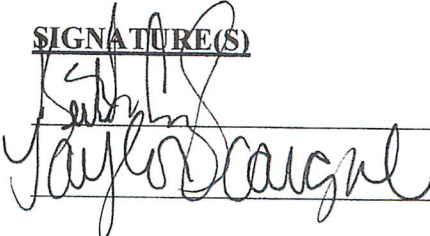
RECORDED IN MAP BOOK 125, PAGE 12 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

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.

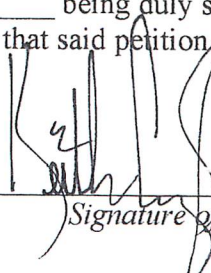
<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
	Lot <u>2</u> Block <u>12</u> Survey <u>12</u> Haynie's Add to Ridge Forest 40-00-05-1-000-052.001 Block <u>12</u> Page 12 Lot 2
	Lot <u>2</u> Block <u>12</u> Survey <u>12</u> Haynie's Add to Ridge Forest 40-00-05-1-000-052.001 Block <u>12</u> Page 12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

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: CB

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

Police Department: Date: 6/16/2021 Initials: etw Jasta
Comments: No concerns

Fire Department: Date: 6/16/2021 Initials: SR 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.

SIGNATURE(S)

DESCRIPTION OF PROPERTY


	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)

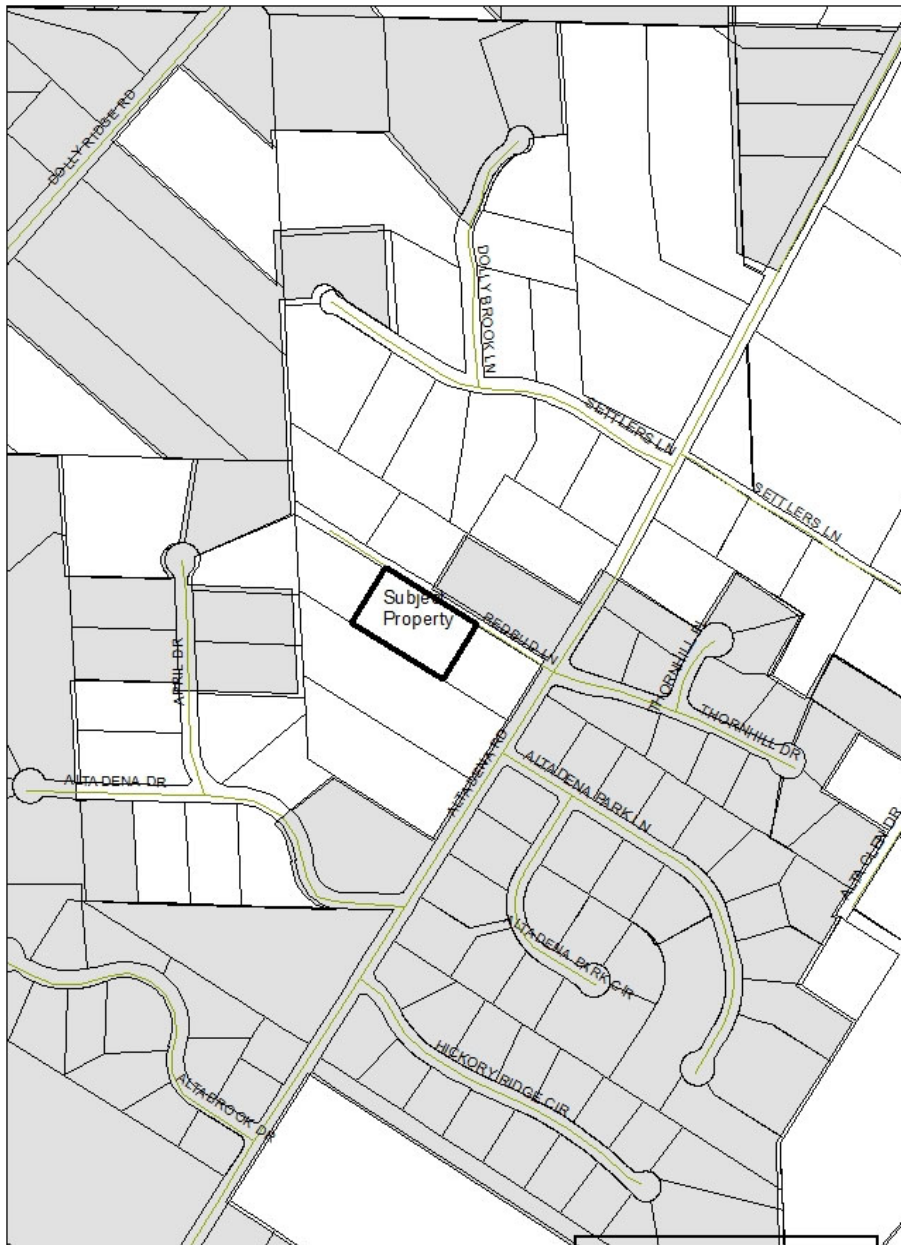
APPROVED and ADOPTED this the 9th day of August, 2021.

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 Services
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

PD Comments: _____

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

N/P

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.

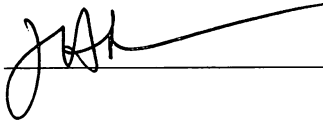
Contact Information: Cell phone: 575-520-9543
Email: Jordan.Simons@yahoo.com

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)

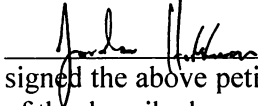
DESCRIPTION OF PROPERTY



 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).

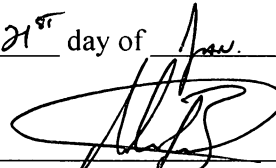
STATE OF ALABAMA

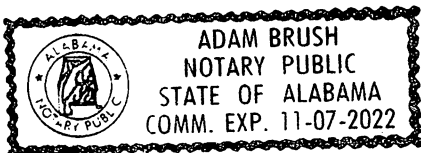
Stellby COUNTY

 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.

x 
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 northerly 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, 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 # 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, 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

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.

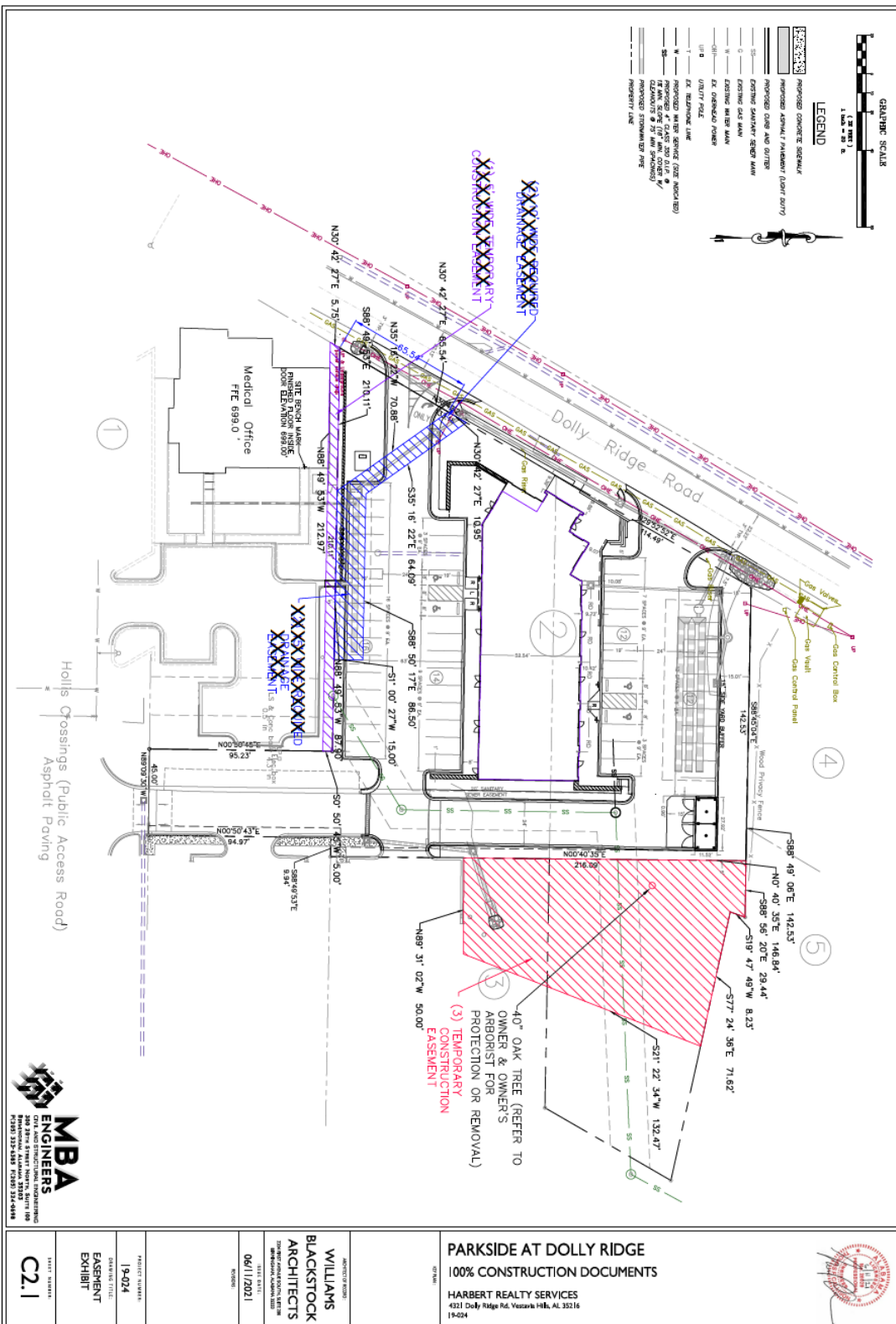
ADOPTED and APPROVED this the 9th day of August, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT 2



MBA ENGINEERS
 2008 20th Street, Mobile, AL 36688
 850-225-6652 FAX: 850-225-6688

WILLIAMS BLACKSTOCK ARCHITECTS
 4000 Alabama Beachway, Suite 200
 Mobile, AL 36628

DATE: 06/11/2021

PROJECT NUMBER: 19-024

DRAWING TITLE: EASEMENT EXHIBIT

SHEET NUMBER: C2.1

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 August, 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 August, 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 August, 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)

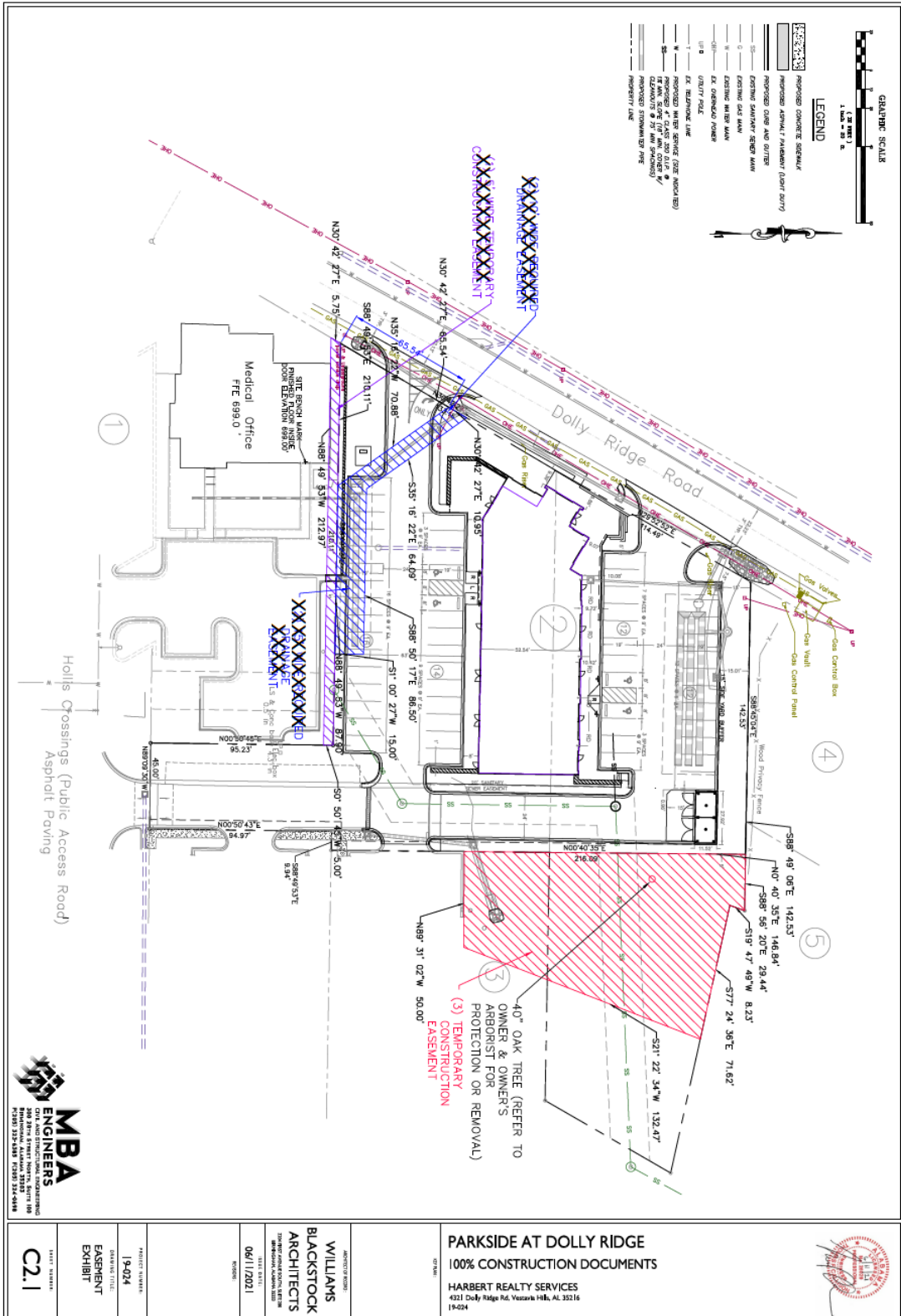
A TEMPORARY CONSTRUCTION EASMENT LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 2 WEST, CITY OF VESTAVIA HILLS, JEFFERSON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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
SCALE	
PROJECT NAME	WILLIAMS BLACKSTOCK ARCHITECTS
DATE	06/11/2021
SCALE	
PROJECT NUMBER	C2.1

PARKSIDE AT DOLLY RIDGE
 100% CONSTRUCTION DOCUMENTS
 HERBERT REALTY SERVICES
 4521 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.

RESOLUTION NUMBER 5342

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR S2A2, INC., D/B/A LIQUOR SHOP; SUNIL
JOSHI, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for S2A2, Inc., d/b/a Liquor Shop, located at 4851 Cahaba River Road, Suite 125, Vestavia Hills, Alabama, for the Off-Premise sale of 011- Lounge Retail Liquor - Class II (Package); Sunil Joshi, executive.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: August 4, 2021

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 011- Lounge Retail Liquor - Class II (Package)

Please find attached information submitted by Sunil Joshi who request an alcohol license to sell 011- Lounge Retail Liquor - Class II (Package) at the S2A2, Inc., d/b/a Liquor Shop, 4851 Cahaba River Road, Suite 125, Vestavia Hills, Alabama.

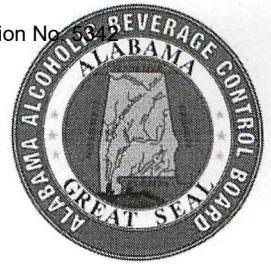
I am scheduling this case to be heard by the City Council on 9th day of August, 2021 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed: *DM*



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20210716102707691

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00
 Type License: State: County:
 Trade Name: LIQUOR SHOP Filing Fee: \$50.00
 Applicant: S2A2 INC Transfer Fee:
 Location Address: 4851 CAHABA RIVER RD STE 125 VESTAVIA HILLS, AL 35243
 Mailing Address: 4851 CAHABA RIVER RD STE 125 VESTAVIA HILLS, AL 35243
 County: JEFFERSON Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 03 Type Ownership: CORPORATION
 Book, Page, or Document info: 642 966
 Do you sell Draft Beer?:
 Date Incorporated: 08/12/2020 State incorporated: AL County Incorporated:
 Date of Authority: 08/12/2020
 Federal Tax ID: 862423355 Alabama State Sales Tax ID: R010928136

Name:	Title:	Date and Place of Birth:	Residence Address:
SUNIL JOSHI 7798311 - AL	OWNER	12/24/1983 KATHMANDU NEPAL	2061 MONTREAT CIRCLE STE C VESTAVIA HILLS, AL 35216

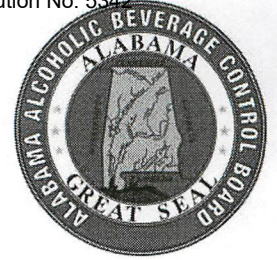
Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SUNIL JOSHI Home Phone: 205-566-8890
 Business Phone: 205-566-8890 Cell Phone: 205-566-8890
 Fax: E-mail: SUNILJOSH37@EMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: License 1:
 Applicant: License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210716102707691

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DEERFOOT LAND COMPANY LLC 205-868-3808
What is lessors primary business? PROPERTY MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 1100 Display Square Footage: 1100
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: PORTION OF
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: 0 miles Nearest church: 0 miles Nearest residence: 0 miles
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

RESOLUTION NUMBER 5343

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR FIRST WATCH RESTAURANTS, INC., D/B/A
FIRST WATCH RESTAURANT 389; HENRY M.
HOPE III, JAY A. WOLSZCZAK AND
CHRISTOPHER A. TOMASSO, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for First Watch Restaurants, Inc., d/b/a First Watch Restaurant 389, located at 700 Montgomery Highway, Suite 188, Vestavia Hills, Alabama, for the On-Premise sale of 020-Restaurant Retail Liquor; Henry M. Hope III, Jay A. Wolszczak and Christopher A. Tomasso, executives.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: August 4, 2021

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request –

Please find attached information submitted by Henry M. Hope III, Jay A. Wolszczak and Christopher A. Tomasso who request an alcohol license to sell 020-Restaurant Retail Liquor at the First Watch Restaurants, Inc., d/b/a First Watch Restaurant 389, 700 Montgomery Highway, Suite 188, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 9th day of August, 2021 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed:  _____



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210723151632868

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: FIRST WATCH RESTAURANT 389 Filing Fee: \$50.00

Applicant: FIRST WATCH RESTAURANTS INC Transfer Fee:

Location Address: 700 MONTGOMERY HWY STE 188 VESTAVIA HILLS, AL 35216

Mailing Address: 8725 PENDERY PLACE STE 201 BRADENTON, FL 34201

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: CORPORATION

Book, Page, or Document info: 360 205

Do you sell Draft Beer?:

Date Incorporated: 04/20/2016 State incorporated: AL County Incorporated:

Date of Authority: 04/20/2016

Federal Tax ID: 650543723

Alabama State Sales Tax ID: R009495262

Name:	Title:	Date and Place of Birth:	Residence Address:
HENRY MELVILLE HOPE III H100393610970 - FL	CHIEF FINANCIAL OFFICER	03/17/1961 JACKSON MS	1646 OAK STREET SARASOTA, FL 34236
JAY ANTHONY WOLSZCZAK W422421683390 - FL	SECRETARY AND CHIEF LEGAL OFFICER	09/19/1968 INDIANAPOLIS IN	16027 TOPSAIL TER LAKEWOOD RANCH, FL 34202
CHRISTOPHER ANTHONY TOMASSO T520101701850 - FL	PRESIDENT CEO	05/25/1970 PROVIDENCE RI	7467 CABBAGE PALM COURT SARASOTA, FL 34241

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SHELLY BUTLER

Business Phone: 941-500-1987

Fax: 941-907-8933

Home Phone: 941-500-1987

Cell Phone: 941-500-1987

E-mail: SBUTLER@FIRSTWATCH.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20210723151632868

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **VESTAVIA MZL LLC 212-710-9360**
 What is lessors primary business? **PROPERTY MANAGEMENT**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **3911** Display Square Footage:
 Building seating capacity: **164** Does Licensed premises include a patio area? **NO**
 License Structure: **SHOPPING CENTER** License covers: **PORTION OF**
 Number of licenses in the vicinity: **0** Nearest: **0**
 Nearest school: **0 miles** Nearest church: **0 miles** Nearest residence: **0 miles**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
JAY WOLSZCAZAK WOLSZCAZAK	MINOR IN POSSESSION IN ALCOHOL 1989	UNIVERSITY OF FLORIDA	PAID FINE AND COMPLETED COMMUNITY SERVICE

ORDINANCE NUMBER 3032

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A FIRST ADDENDUM TO AGREEMENT TO SHARE RESPONSIBILITIES (JOINT SERVICES AGREEMENT) TO COORDINATE OVERLAPPING PROJECTS ON CROSSHAVEN DRIVE

WHEREAS, on March 9, 2020, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2921 authorizing the An Ordinance Authorizing The Mayor And City Manager To Enter Into An Intergovernmental Agreement With Jefferson County Commission In Order To Share Responsibilities For Utility Relocation For Jefferson County Project No. 37-18-099 TOPICS, Phase VIII (STPBH9802(88)); Crosshaven Drive From Bearden Court To Green Valley Road; and

WHEREAS, a First Addendum to Agreement to Share Responsibilities (Joint Service Agreement) has been submitted to allow the City and Jefferson County to coordinate overlapping projects and reduce time, effort and expense of work in the Crosshaven Drive public works project, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3032 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said addendum and authorize the Mayor and City Manager to execute and deliver the addendum.

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 a First Addendum to Agreement to Share Responsibilities (Joint Service Agreement) as detailed in the attached Exhibit A; and
2. This Ordinance Number 3032 shall become effective immediately upon adoption and posting/publication as required by Alabama law.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORIGINAL

STATE OF
ALABAMA
JEFFERSON
COUNTY

**FIRST ADDENDUM TO
AGREEMENT TO SHARE RESPONSIBILITIES
(JOINT SERVICES AGREEMENT)**

WITNESSETH THIS FIRST ADDENDUM TO AGREEMENT TO SHARE RESPONSIBILITIES (JOINT SERVICES AGREEMENT), made and entered into on this the _____ day of _____, 2021, by and between Jefferson County, Alabama ("County") and the City of Vestavia Hills, Alabama ("Vestavia"),

WITNESSETH THESE RECITALS:

WHEREAS, Jefferson County, Alabama ("County") and the City of Vestavia Hills, Alabama ("Vestavia") entered into an Agreement to Share Responsibilities ("Joint Services Agreement") on March 10, 2020 and signed by the Jefferson County Commission on April 9, 2020 (Minute Book 174, pages 201-202) regarding two (2) public works projects on Crosshaven Drive; and

WHEREAS, in an effort to coordinate overlapping projects and reduce time, effort and expense of work, Vestavia has agreed to perform or cause to be performed additional work on the Crosshaven Drive public works project provided the County reimburses Vestavia in an amount equal to the full cost of said additional work; and

WHEREAS, the County and Vestavia wish to amend the Joint Services Agreement by the execution and delivery of this First Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and Vestavia hereby mutually and expressly amend the Joint Services Agreement as set forth below.

1. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this First Addendum to Share Responsibilities (Joint Services Agreement) by reference as though set out fully herein.

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

Constructing the roadway improvements to include Grade, Drain, Base, Pave on Crosshaven Drive from the intersection with Bearden Court to approximately 350' south of the intersection with Green Valley Road and also along Green Valley Road from Autumn Lane to approximately 130' east of the intersection with Wall Street.

First Addendum to Agreement to Share Responsibilities
(Joint Services Agreement)
Page2

3. **CONTRACT PRICE:** The contract price for the additional work shall be Two million Eight hundred Fourteen thousand Two hundred Seventy-Eight Dollars (\$2,814,278.00).

4. **CONTRACT TIME:** The additional work shall be completed in _____ (_____) days.

5. **REIMBURSEMENT:** The County shall reimburse Vestavia for the full cost of the additional work upon completion thereof.

6. **TERMS, PROVISIONS AND CONDITIONS OF ADDITIONAL WORK:** The additional work shall be performed in accordance with the terms, provisions and conditions of the original Agreement to Share Responsibilities (Joint Services Agreement) dated March 10,2020.

7. **RATIFICATION AND RECONFIRMATION:** County and Vestavia hereby ratify and reconfirm the terms, provisions, limitations and conditions of the original Joint Services Agreement that are not modified or otherwise amended by this First Addendum.

IN WITNESS WHEREOF, County and Vestavia have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the date hereinabove written.

JEFFERSON COUNTY, ALABAMA

By  _____
Resident

ATTESTED

By  _____
Minute Clerk

First Addendum to Agreement to Share Responsibilities
(Joint Services Agreement)
Page 3

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____
Rebecca Leavings, City Clerk

STATE OF ALABAMA
JEFFERSON COUNTY

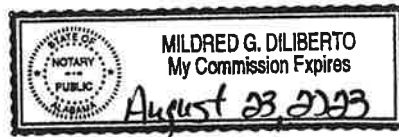
ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James A. Stephens, whose name as President of the Jefferson County, Alabama, is signed to the foregoing First Addendum to Agreement to Share Responsibilities (Joint Services Agreement) and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Jefferson County, Alabama.

Given under my hand and official seal, this the 24th day of July 2021.

Mildred G. Diliberto
Notary Public

My Commission Expires:
August 23, 2023
SEAL



First Addendum to Agreement to Share Responsibilities
(Joint Services Agreement)
Page4

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 First Addendum to Agreement to Share Responsibilities (Joint Services Agreement) and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama

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

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Agreement to Share Responsibilities (Joint Services Agreement) and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and withfull authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

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

Notary Public

My Commission Expires:

SEAL

RESOLUTION

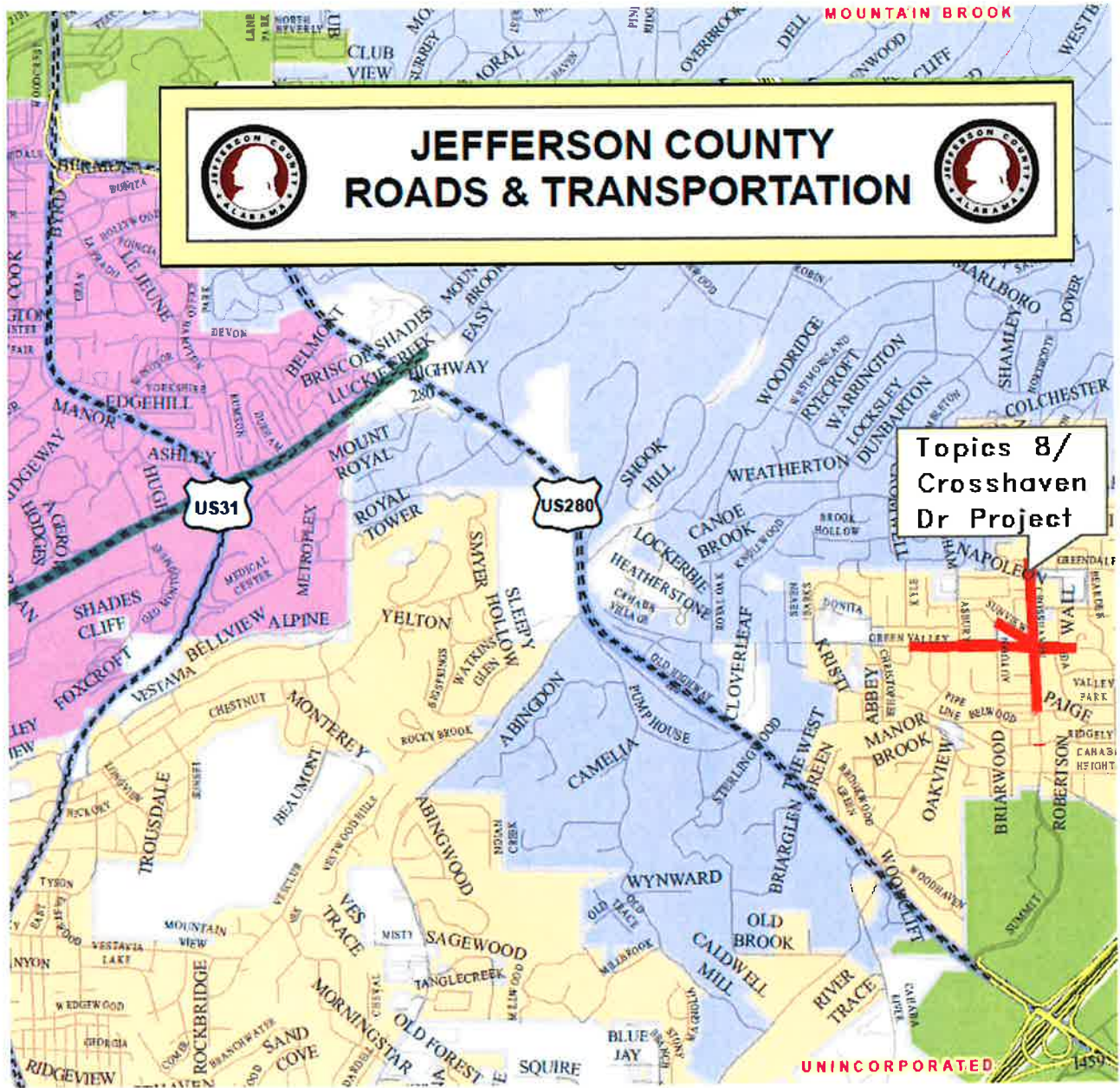
BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission adopt a Change Order for an Addendum to Share Responsibilities Joint Services Agreement between Jefferson County, Alabama, and the City of Vestavia Hills, Alabama, regarding two (2) public works projects on Crosshaven Drive.

APPROVED BY THE JEFFERSON COUNTY COMMISSION

Date: 7/29/2021

Item # 7520, Resolution: 597, Minute Book: 175, Page(s): 381-382

DocuSigned by:
Mildred G Diliberto
308EC8DF92A2444...



RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission adopt a Change Order for an Addendum to Share Responsibilities Joint Services Agreement between Jefferson County, Alabama, and the City of Vestavia Hills, Alabama, regarding two (2) public works projects on Crosshaven Drive.

ORDINANCE NUMBER 3031

AN ORDINANCE TO DECLARE THAT THE PRESENT CONDITION OF A PORTION OF OAKVIEW LANE IS IN SUCH STATE OF DISREPAIR THAT IT ENDANGERS THE PUBLIC HEALTH, SAFETY AND WELFARE OF MEMBERS OF THE GENERAL PUBLIC; TO DECLARE THAT THE SITUATION IS AN EMERGENCY; TO DESCRIBE THE NATURE OF SAID EMERGENCY; TO AUTHORIZE AND DIRECT THE REPAIR OF OAKVIEW LANE WITHOUT ADVERTISING FOR COMPETITIVE BIDS PURSUANT TO THE AUTHORITY OF TITLE 39-2-2(e), CODE OF ALABAMA, 1975, AT A COST NOT TO EXCEED ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$118,852.00); TO AUTHORIZE AND DIRECT THE CITY MANAGER AND MAYOR TO NEGOTIATE AND TO EXECUTE AND DELIVER A CONSTRUCTION CONTRACT AND ANY AND ALL OTHER DOCUMENTS NECESSARY TO HAVE THE REPAIR WORK PERFORMED AND COMPLETED.

THIS ORDINANCE NUMBER 3031 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 9th day of August, 2021.

WITNESSETH THESE RECITALS:

WHEREAS, Oakview Lane is a public road in the Cahaba Heights community, which said public road is owned by the City of Vestavia Hills, Alabama (“City”); and

WHEREAS, a portion of Oakview Lane is in such a state of disrepair that it endangers the public health, safety and welfare of members of the general public; and

WHEREAS, municipalities in the State of Alabama are authorized to spend public funds for the purpose of constructing, improving and repairing public streets and roads pursuant to the authority of Title 11-48-4, *Code of Alabama, 1975*, and Title 11-49-80, *Code of Alabama, 1975*, and have a legal duty to exercise ordinary and reasonable care to keep its streets and roads in a reasonably safe condition for travel. *City of Tallassee v. Harris*, 431 So.2d 1177 (1983); and

WHEREAS, Title 39-2-1(6), *Code of Alabama, 1975*, defines a public works project as follows:

“(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

WHEREAS, two of the primary requirements of the public works law in Alabama are that before entering into any contract for a public works project involving an amount in excess of Fifty Thousand Dollars (\$50,000.00), the awarding authority shall advertise for sealed bids (Title 39-2-2(a), *Code of Alabama, 1975*) and the contract shall be awarded to the lowest responsible and responsive bidder (Title 39-2-6(a), *Code of Alabama, 1975*); and

WHEREAS, *Ballentine Law Dictionary* defines the term “emergency” as a “pressing necessity, a situation calling for immediate action or remedy”; and

WHEREAS, Title 39-2-2(e), *Code of Alabama, 1975*, provides as follows:

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

WHEREAS, the City Council hereby finds and determines that the situation on Oakview Lane constitutes an “emergency” within the meaning of the Alabama Competitive Bid Law at Title 39-2-2(e), *Code of Alabama, 1975*, because, if Oakview Lane is not repaired without delay, then in such event it is likely that motorists may be injured and motor vehicles damaged or destroyed; and

WHEREAS, the estimated cost to repair Oakview Lane, as determined by the City Engineer, is as follows:

Oakview Lane, Drainage Pipe Replacement Near 4216
Estimated Project Costs, Updated 7/30/2021

Contracted labor, equipment and project coordination		\$ 83,552.00
City supplied materials:		
Pipe	\$ 25,000.00	
Stone backfill	5,000.00	
Concrete	3,300.00	
Grates	1,500.00	
Rebar	<u>500.00</u>	
Estimated Material Costs		<u>35,300.00</u>
Total Estimated Project Costs		\$118,852.00; and

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 3031 by reference as though set out fully herein.

II. EXHIBIT: A copy of Memorandum dated July 30, 2021 from City Engineer Christopher Brady to City Manager Jeff Downes (consisting of four pages) estimating the repair cost in the amount of \$118,852.00 is attached hereto, marked as Exhibit 1 and is incorporated into this Ordinance Number 3031 by reference as though set out fully herein.

III. EMERGENCY DECLARED: The City Council finds, determines and declares that Oakview Lane, in its present state of disrepair, constitutes an “emergency” situation as contemplated by Title 39-2-2(e), *Code of Alabama, 1975*.

IV. STATE OF EMERGENCY: In accordance with the requirements of Title 39-2-2(e), *Code of Alabama, 1975*, the City Council hereby states and documents its reasons for taking the actions authorized by the enactment of this Ordinance Number 3031

A. To delay the work to repair Oakview Lane in order to advertise for sealed bids would be detrimental to the health, safety and welfare of the members of the general public.

B. The emergency situation must be repaired promptly in order to reduce, to the greatest extent possible, personal injuries and property damages.

C. Delay in the repair of Oakview Lane could possibly result in liability to the City pursuant to Title 11-47-190, *Code of Alabama, 1975*.

D. Under the circumstances, immediate repair of Oakview Lane is the only and best action for the City to take.

E. Time is of the essence.

V. EXPENDITURE OF PUBLIC FUNDS: The City Manager is hereby authorized to spend an amount of City funds not to exceed One Hundred Eighteen Thousand Eight Hundred Fifty-two Dollars (\$118,852.00) for the repair of Oakview Lane.

VI. NEGOTIATION, EXECUTION AND DELIVERY OF CONSTRUCTION CONTRACT AND OTHER CONTRACT DOCUMENTS:

A. The City Manager is hereby authorized and directed to negotiate a Construction Contract for and on behalf of the City of Vestavia Hills for the performance of work and purchase of materials necessary to complete the repair of Oakview Lane.

B. The City Manager and Mayor are hereby authorized and directed to execute and deliver, for and on behalf of the City of Vestavia Hills, the Construction Contract, the contract documents and any and all other documents necessary for the repair work on Oakview Lane to be performed and completed. In addition, the City Manager is hereby authorized and directed to take any and all other actions that may be necessary for the performance and completion of said repair work.

VII. **SEVERABILITY CLAUSE:** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

VIII. **ARTICLE AND SECTIONS HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

IX. **ENACTMENT:** This Ordinance Number 3031 is approved and adopted pursuant to the authority of Title 11-42-2(b), *Code of Alabama, 1975*, because of the reasons set forth herein.

X. **EFFECTIVE DATE:** This Ordinance Number 3031 shall become effective immediately upon adoption and posting as required by law.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

July 30, 2021

To: Jeff Downes, City Manager

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

From: Christopher Brady, City Engineer

RE: emergency drainage repair on Oakview Lane

We have had a section of drainage pipe partially collapse along the edge of Oakview Lane. See attached picture and map. This is creating a roadway hazard and as additional rains occur may soon make the roadway impassable.

I am requesting an emergency declaration to assist us with scheduling this repair as soon as possible.

Please see attached estimated costs associated with contractor assistance to dig and replace this section of pipe.

Please let me or Lori Beth know if questions,

Sincerely,
-Christopher

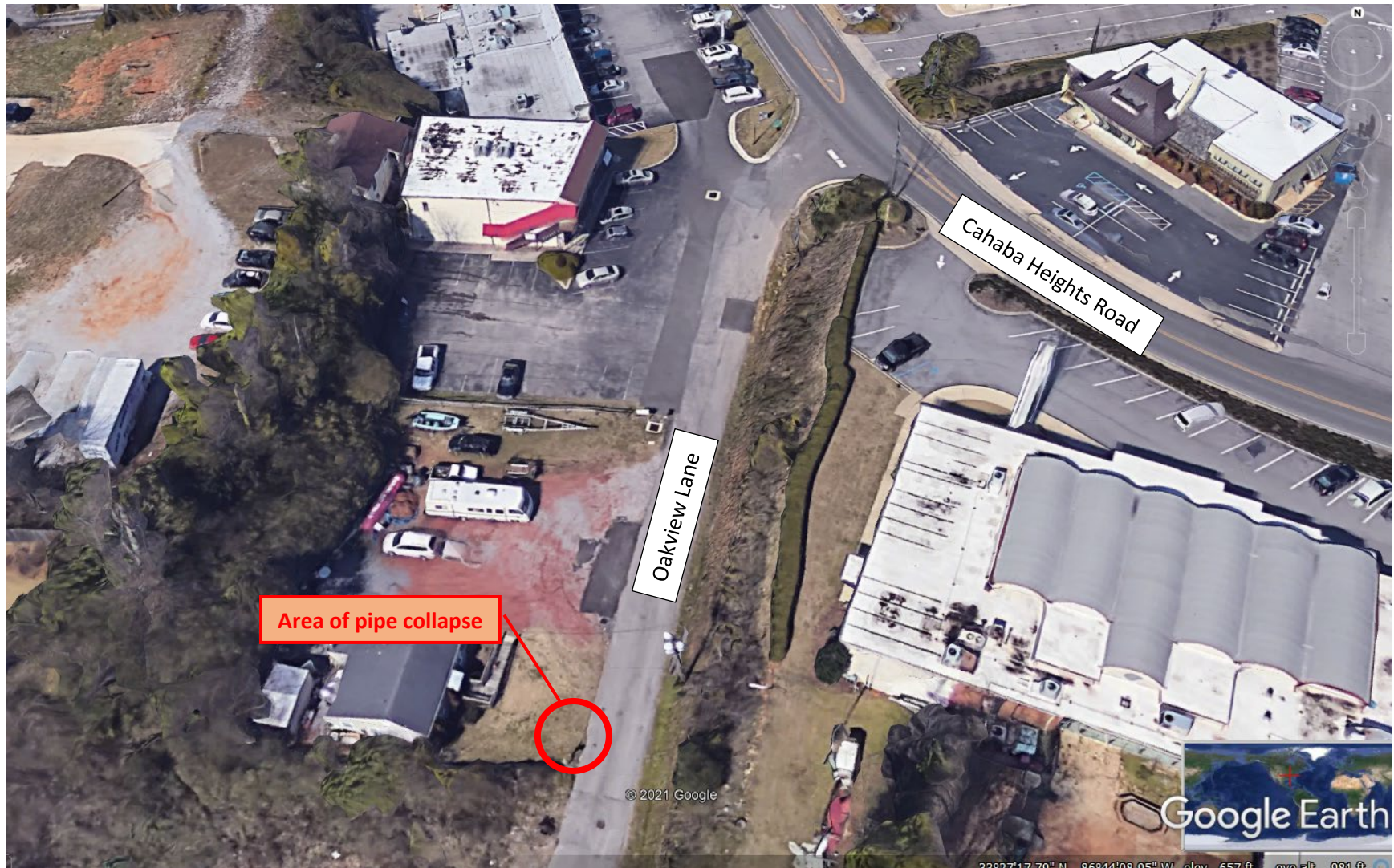
Oakview Lane, drainage pipe replacement near 4216

Estimated project costs, updated 7/30/21

Contracted labor, equipment, and project coordination	\$ 83,552.00
--	--------------

City supplied materials	
pipe	\$25,000.00
stone backfill	\$5,000.00
concrete	\$3,300.00
grates	\$1,500.00
rebar	\$500
Estimated material costs	\$35,300.00

Total estimated project costs	\$ 118,852.00
--------------------------------------	----------------------





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

August 4, 2021

By Electronic Mail

City Clerk Rebecca Leavings
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Ordinance Number 3031 Directing the Repair of Oakview Lane on An
Emergency Basis

Dear Becky:

I forward you suggested draft of Ordinance Number 3031 authorizing and directing the repair of Oakview Lane on an emergency basis pursuant to the authority of Title 39-2-2(e), *Code of Alabama, 1975*. It will be appreciated if you will review the draft and advise me of any necessary additions, deletions, changes and/or corrections.

If you do not have any suggestions for modifications, then please remember to attach the 4-page Memorandum dated July 30, 2021 from City Engineer Christopher to City Manager Jeff Downes as Exhibit 1 to the ordinance.

I want to remind you that the Supreme Court of Alabama decided the case of *Union Springs Telephone Company, Inc. v. James H. Rowell, Acting Director of the State of Alabama Department of Finance*, 623 So.2d 732 in 1993 and held that a decision by a governmental body declaring an emergency situation under the Alabama Competitive Bid Law is clothed with the presumption of correctness and may not be overturned by a court unless it is shown to be unreasonable, arbitrary or capricious.

August 4, 2021

Page 2

If Ordinance Number 3031 meets with your approval, then in such event I recommend that you use it as a template in the future for similar situations. We do not need to "reinvent the wheel" every time we have this situation.

Please call me if you have any questions regarding this matter.

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 (Ordinance Number 3031)

Attachment (Ordinance Number 3031 "Word" format)

cc: City Manager Jeff Downes (by e-mail)

ORDINANCE NUMBER 3030

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-5 TO VESTAVIA HILLS R-9

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-5 (multi-family residential district) to Vestavia Hills R-9 (planned residential district):

3164 Belwood Drive
Elm Properties, Owners

More particularly described as follows:

A tract of land located in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, Township 18 South, Range 2 West, Jefferson County, more fully described as following commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, Township 18 South, Range 2 West; thence run west along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ line for a distance of 375.00 feet to a found #4 rebar said rebar being the point of beginning; thence continue along said course for a distance of 276.97 feet to the center line of Belwood drive; thence turn an interior angle of $27^{\circ}38'17''$ to the right and run along the arc of a curve to the left for an arc distance of 236.03 with a chord distance of 228.28 feet said curve having a Delta angle of $51^{\circ}08'32''$ and a radius of 264.43 feet to the center line intersection of Belwood Drive and A Autumn Lane; thence turn an interior angle of $055^{\circ}35'18''$ to the right and run a distance of 78.90 feet to a point in the center line of Belwood drive; thence turn an interior angle of $85^{\circ}04'10''$ to the right and run a distance of 110.60 feet to the point of beginning. Less and except any part in the right of way.

APPROVED and ADOPTED this the 23rd 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 # 3030 is a true and correct copy of such 23rd day of August, 2021, as same appears in the official records of said City.

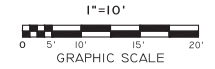
Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



ELLIOT PIKE, CONTACT
ELM CONSTRUCTION, LLC
4100 AUTUMN LN #104, VESTAVIA HILLS, AL 35243
TELEPHONE (205) 368-5109

JOSEPH A. MILLER, III ENGINEER
PE / LS No. 17054
MTTR ENGINEERS, INC.
2500 SOUTHLAKE PARK, SUITE 100, HOOVER, AL 35244
TELEPHONE (205) 320-0114



MTTR ENGINEERS, INC.
CONSULTING ENGINEERS-LAND SURVEYORS
2500 SOUTHLAKE PARK, SUITE 100, HOOVER, AL 35244
TELEPHONE (205) 320-0114

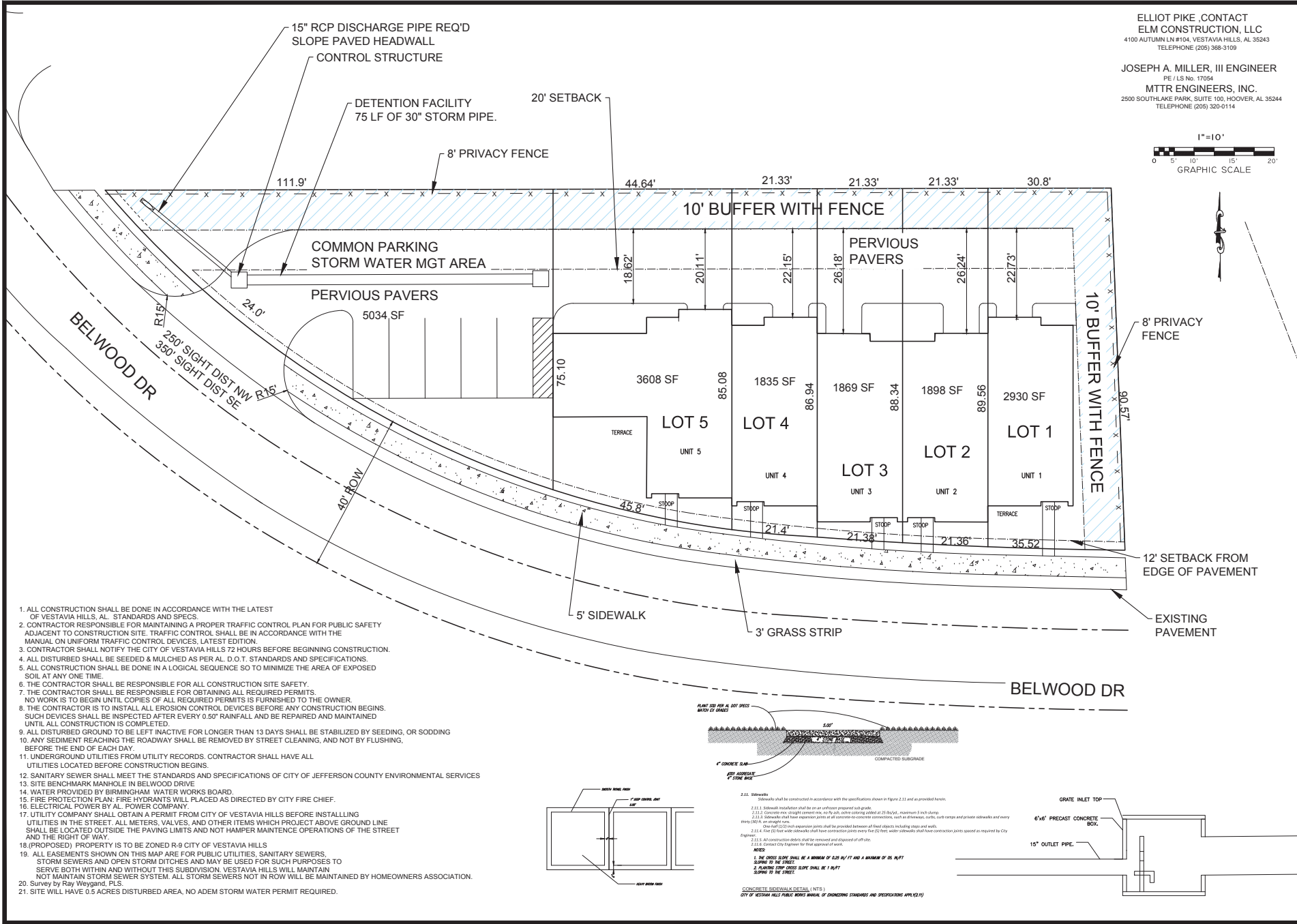
MR

PRELIMINARY PLAN FOR
BELWOOD DR TOWNHOMES
3184 BELWOOD DR
VESTAVIA HILLS, AL
ELM CONSTRUCTION, LLC
VESTAVIA HILLS, AL

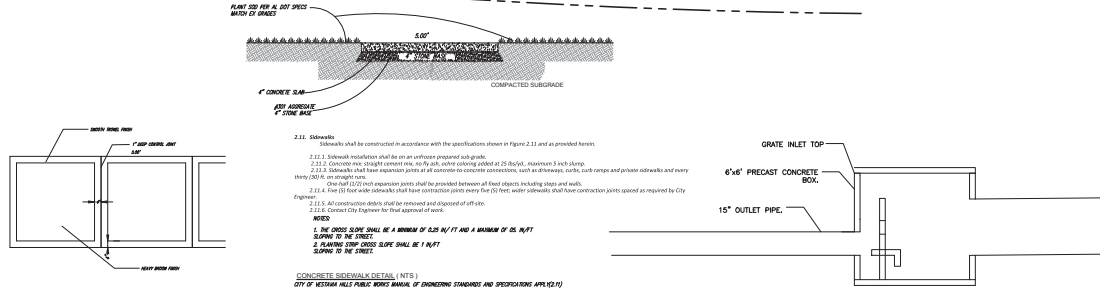


NO.	REVISIONS

JOB NO. 21ELM01
FILE NAME REZONING
SCH-21-19-001
DATE: 07.14.21
DRAWN: MCO
CHECKED: JAM III
SCALE: 1" = 10.00'
SHEET: C 1



- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST OF VESTAVIA HILLS, AL STANDARDS AND SPECS.
- CONTRACTOR RESPONSIBLE FOR MAINTAINING A PROPER TRAFFIC CONTROL PLAN FOR PUBLIC SAFETY ADJACENT TO CONSTRUCTION SITE. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- CONTRACTOR SHALL NOTIFY THE CITY OF VESTAVIA HILLS 72 HOURS BEFORE BEGINNING CONSTRUCTION.
- ALL DISTURBED SHALL BE SEEDED & MULCHED AS PER AL D.O.T. STANDARDS AND SPECIFICATIONS.
- ALL CONSTRUCTION SHALL BE DONE IN A LOGICAL SEQUENCE SO TO MINIMIZE THE AREA OF EXPOSED SOIL AT ANY ONE TIME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION SITE SAFETY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS. NO WORK IS TO BEGIN UNTIL COPIES OF ALL REQUIRED PERMITS IS FURNISHED TO THE OWNER.
- THE CONTRACTOR IS TO INSTALL ALL EROSION CONTROL DEVICES BEFORE ANY CONSTRUCTION BEGINS. SUCH DEVICES SHALL BE INSPECTED AFTER EVERY 0.50" RAINFALL AND BE REPAIRED AND MAINTAINED UNTIL ALL CONSTRUCTION IS COMPLETED.
- ALL DISTURBED GROUND TO BE LEFT INACTIVE FOR LONGER THAN 13 DAYS SHALL BE STABILIZED BY SEEDING, OR SODDING. ANY SEDIMENT REACHING THE ROADWAY SHALL BE REMOVED BY STREET CLEANING, AND NOT BY FLUSHING, BEFORE THE END OF EACH DAY.
- UNDERGROUND UTILITIES FROM UTILITY RECORDS. CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE CONSTRUCTION BEGINS.
- SANITARY SEWER SHALL MEET THE STANDARDS AND SPECIFICATIONS OF CITY OF JEFFERSON COUNTY ENVIRONMENTAL SERVICES
- SITE BENCHMARK MANHOLE IN BELWOOD DRIVE
- WATER PROVIDED BY BIRMINGHAM WATER WORKS BOARD.
- FIRE PROTECTION PLAN: FIRE HYDRANTS WILL PLACED AS DIRECTED BY CITY FIRE CHIEF.
- ELECTRICAL POWER BY AL POWER COMPANY.
- UTILITY COMPANY SHALL OBTAIN A PERMIT FROM CITY OF VESTAVIA HILLS BEFORE INSTALLING UTILITIES IN THE STREET. ALL METERS, VALVES, AND OTHER ITEMS WHICH PROJECT ABOVE GROUND LINE SHALL BE LOCATED OUTSIDE THE PAVING LIMITS AND NOT HAMPER MAINTENANCE OPERATIONS OF THE STREET AND THE RIGHT OF WAY.
- (PROPOSED) PROPERTY IS TO BE ZONED R-8 CITY OF VESTAVIA HILLS
- ALL EASEMENTS SHOWN ON THIS MAP ARE FOR PUBLIC UTILITIES. SANITARY SEWERS, STORM SEWERS AND OPEN STORM DITCHES AND MAY BE USED FOR SUCH PURPOSES TO SERVE BOTH WITHIN AND WITHOUT THIS SUBDIVISION. VESTAVIA HILLS WILL MAINTAIN NOT MAINTAIN STORM SEWER SYSTEM. ALL STORM SEWERS NOT IN ROW WILL BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
- Survey by Ray Weygand, PLS.
- SITE WILL HAVE 0.5 ACRES DISTURBED AREA, NO ADEM STORM WATER PERMIT REQUIRED.



CONCRETE SIDEWALK DETAIL (NOTS)
CITY OF VESTAVIA HILLS PUBLIC WORKS MANUAL OF ENGINEERING STANDARDS AND SPECIFICATIONS APPLIED(I)



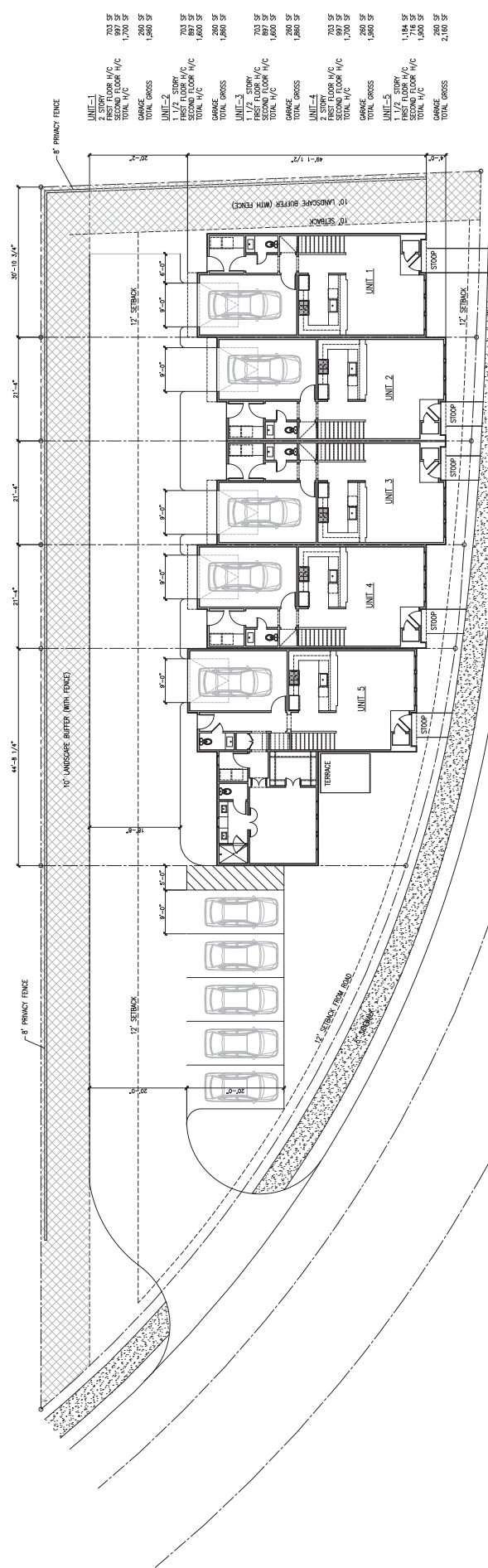
C.M. BRYANT
ARCHITECTS, P.C.
1100 W. UNIVERSITY BLVD., SUITE 100
ANN ARBOR, MI 48106
734.761.1100
www.cmbryant.com

3160 BELLWOOD DRIVE
NEW TOWNHOMES FOR:
ESTAVIA HILLS, ALABAMA

DATE: 05/20/2019
DESIGN: CONCEPTUAL
CHECKED: [REDACTED]
DRAWN: [REDACTED]
PROJECT: [REDACTED]
SHEET: [REDACTED]

TITLE:
CONCEPTUAL
SITE PLAN

SHEET:
A101



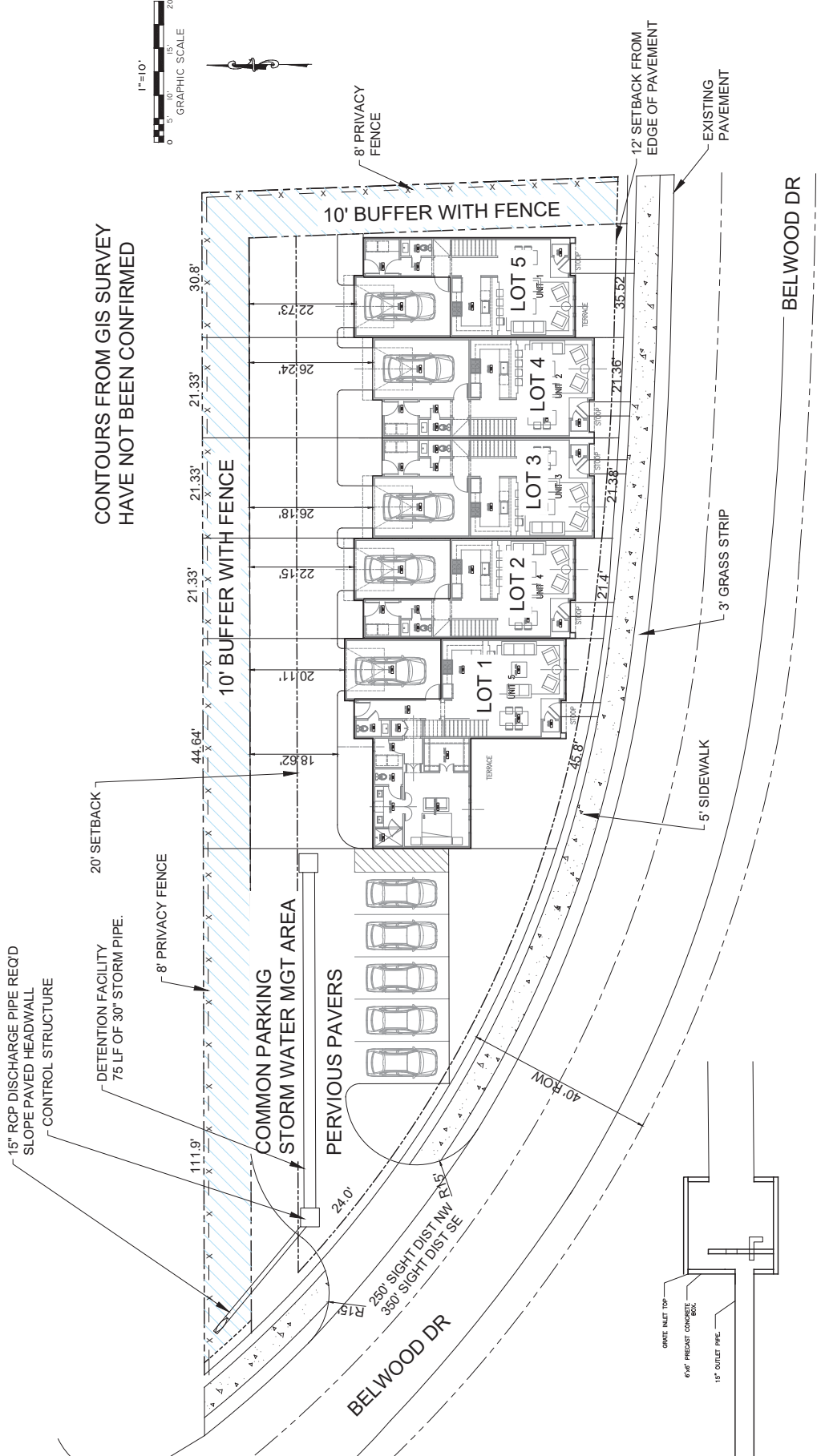
01 SITE PLAN
SCALE: 1"=10'-0"

BELLWOOD DRIVE 40' R/W

UNIT-1	1,174 SF	280 SF	1,454 SF
FIRST FLOOR H/C	703 SF		
SECOND FLOOR H/C	897 SF		
TOTAL H/C	1,600 SF		
GARAGE		280 SF	
TOTAL GROSS		1,880 SF	
UNIT-2	1,174 SF	280 SF	1,454 SF
FIRST FLOOR H/C	703 SF		
SECOND FLOOR H/C	897 SF		
TOTAL H/C	1,600 SF		
GARAGE		280 SF	
TOTAL GROSS		1,880 SF	
UNIT-3	1,174 SF	280 SF	1,454 SF
FIRST FLOOR H/C	703 SF		
SECOND FLOOR H/C	897 SF		
TOTAL H/C	1,600 SF		
GARAGE		280 SF	
TOTAL GROSS		1,880 SF	
UNIT-4	1,174 SF	280 SF	1,454 SF
FIRST FLOOR H/C	703 SF		
SECOND FLOOR H/C	897 SF		
TOTAL H/C	1,600 SF		
GARAGE		280 SF	
TOTAL GROSS		1,880 SF	
UNIT-5	1,174 SF	280 SF	1,454 SF
FIRST FLOOR H/C	703 SF		
SECOND FLOOR H/C	897 SF		
TOTAL H/C	1,600 SF		
GARAGE		280 SF	
TOTAL GROSS		1,880 SF	



DATE	8/1/21
DESIGNED BY	ELM CONSTRUCTION, LLC
CHECKED BY	ELM CONSTRUCTION, LLC
SCALE	AS SHOWN
SHEET	C1



2.21.1.1. Impervious shall be used for construction for accordance with the local Ordinance Chapter 2.21.1.1. and all applicable codes.

2.21.1.2. Subsoil shall be tested and if it is not suitable for foundation purposes, it shall be replaced with suitable subsoil.

2.21.1.3. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.4. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.5. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.6. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.7. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.8. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.9. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.10. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.11. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.12. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.13. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.14. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.15. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

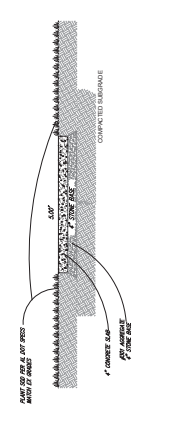
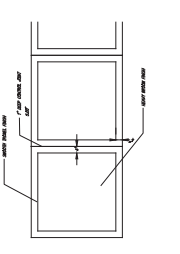
2.21.1.16. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.17. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.18. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

2.21.1.19. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.

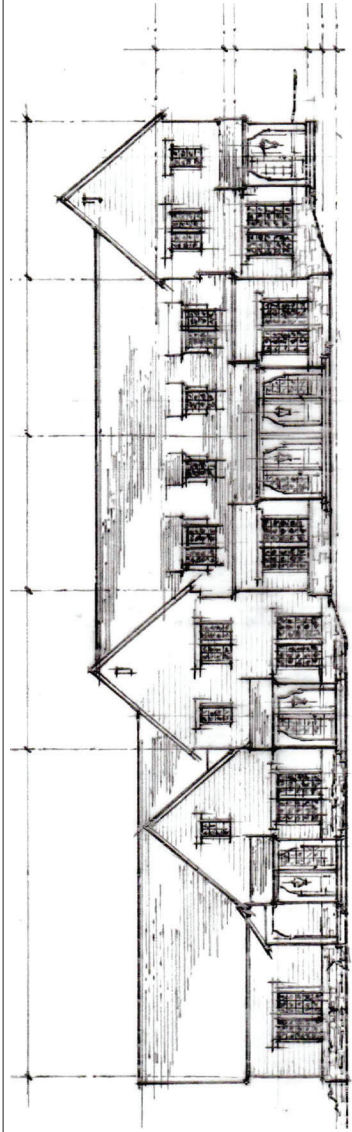
2.21.1.20. All drainage shall be directed to the storm water management facility and shall not be discharged to any water body.



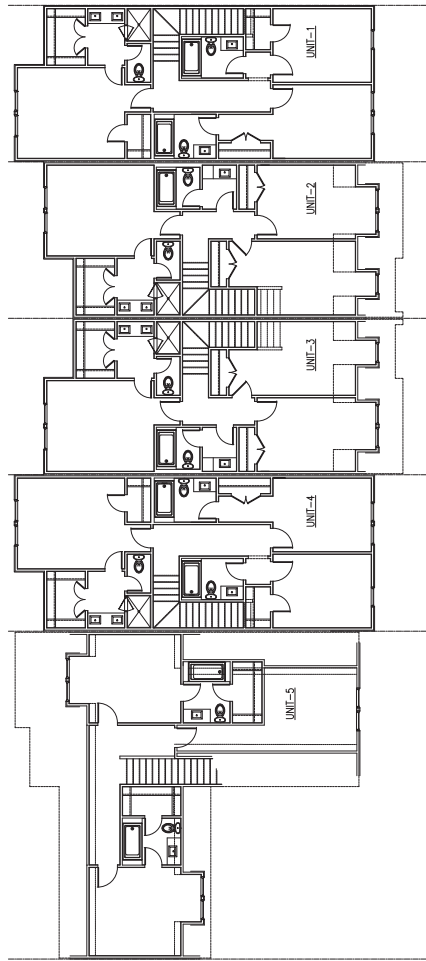
JOSEPH A. MILLER, III
 MTR ENGINEERS, INC.
 2500 SCOTTLAKE PARK SUITE 100, HOOVER, AL 35244
 TELEPHONE (205) 320-0114

ELLIOT PIKE
 ELM CONSTRUCTION, LLC
 4100 AUTUMN CREST, AL 35245
 TELEPHONE (205) 368-3108

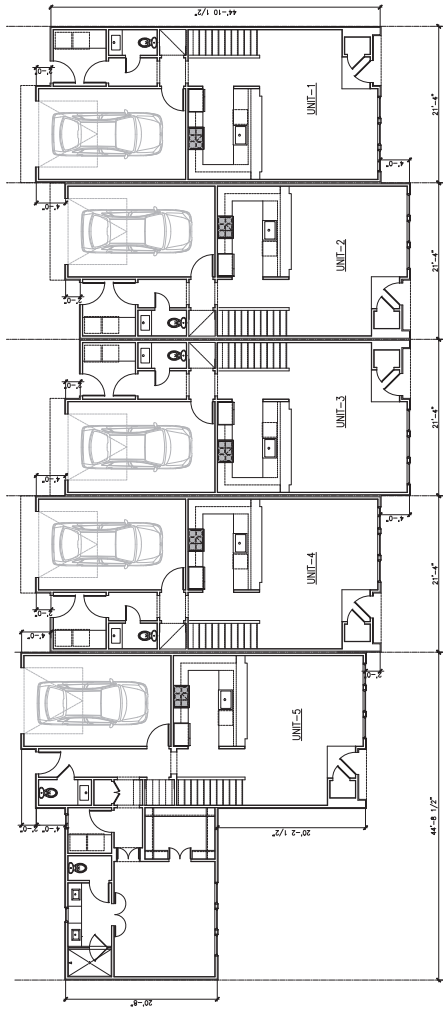
CITY OF HOUSTON, TEXAS



03 FRONT ELEVATION
 SCALE: 1/8"=1'-0"



02 BUILDING PLAN - UPPER LEVEL
 SCALE: 1/8"=1'-0"



01 BUILDING PLAN - MAIN LEVEL
 SCALE: 1/8"=1'-0"

UNIT-1

FIRST FLOOR H/C	703 SF
SECOND FLOOR H/C	897 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-2

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	2,60 SF

UNIT-3

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-4

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-5

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-1

FIRST FLOOR H/C	703 SF
SECOND FLOOR H/C	897 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-2

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	2,60 SF

UNIT-3

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-4

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-5

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-1

FIRST FLOOR H/C	703 SF
SECOND FLOOR H/C	897 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-2

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	2,60 SF

UNIT-3

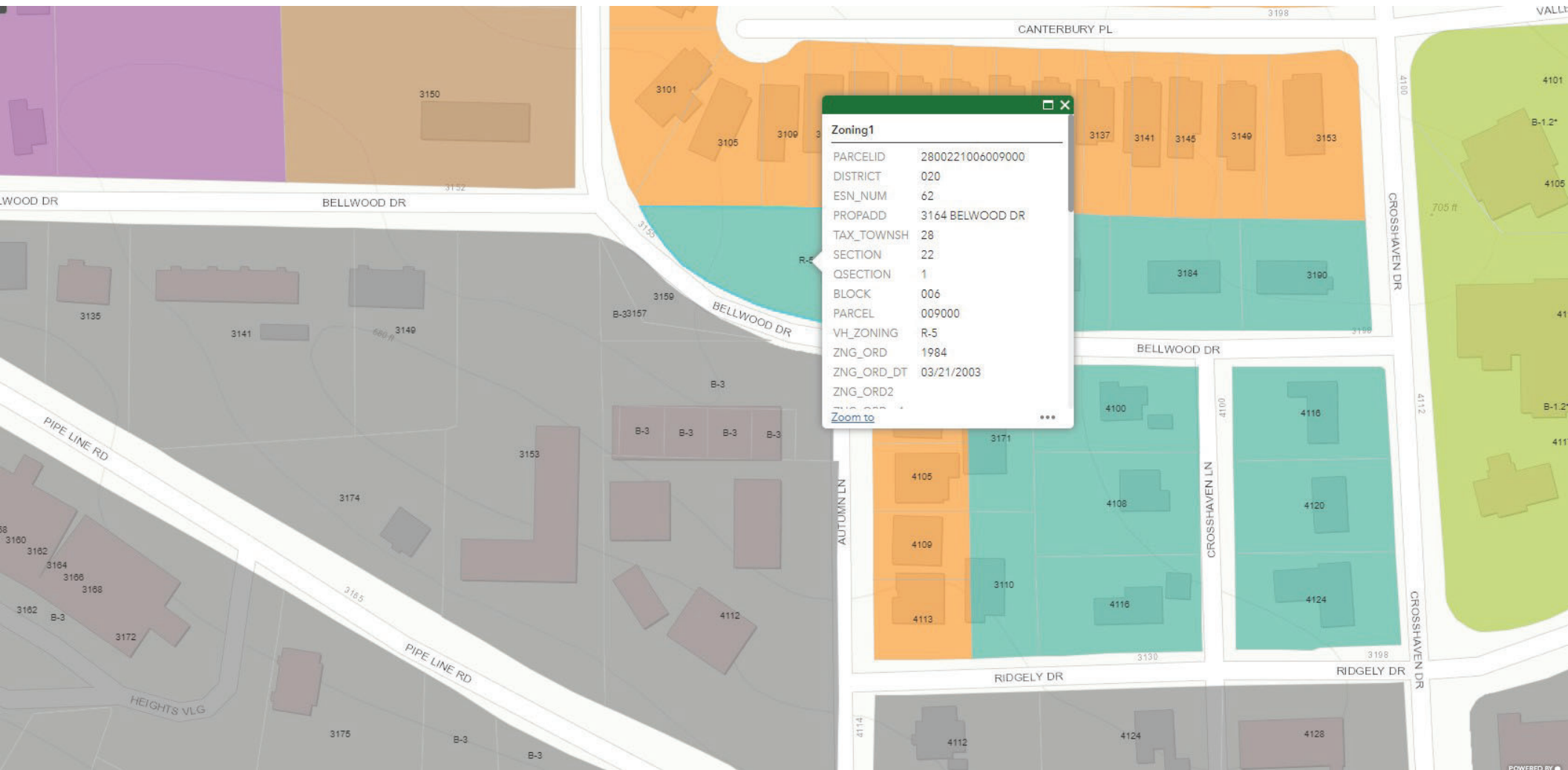
1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-4

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF

UNIT-5

1 1/2 STORY	703 SF
FIRST FLOOR H/C	897 SF
SECOND FLOOR H/C	1,600 SF
TOTAL H/C	1,600 SF
TOTAL GROSS	1,860 SF



Zoning1	
PARCELID	2800221006009000
DISTRICT	020
ESN_NUM	62
PROPADD	3164 BELWOOD DR
TAX_TOWNSH	28
SECTION	22
QSECTION	1
BLOCK	006
PARCEL	009000
VH_ZONING	R-5
ZNG_ORD	1984
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	
ZNG_ORD2_DT	
Zoom to	

Future Land Use

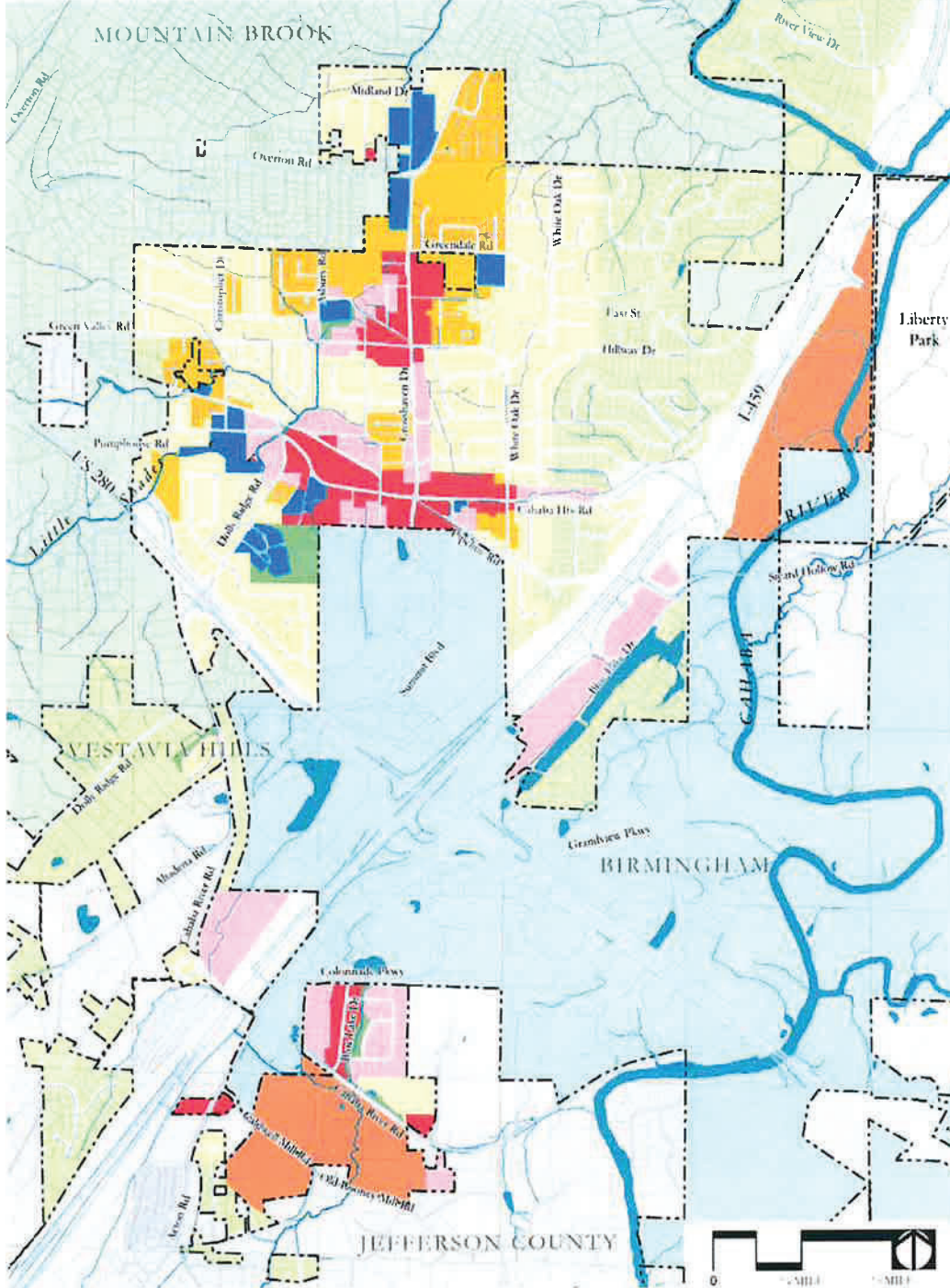


Figure 4: Future Land Use Map