

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 5.

**Vestavia Hills
City Council Agenda
December 13, 2021
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Steve Dedmon, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager’s Report
8. Councilors’ Reports
9. Infrastructure and Community Spaces Update – TCU Consulting
10. Approval Of Minutes – November 15, 2021 (Work Session) and November 22, 2021 (Regular Meeting)

Old Business

11. Ordinance Number 3062 – An Ordinance Accepting A Bid For Kyle Lane Drainage Improvement Project And Authorizing The Execution And Delivery Of The Construction Contract Documents By And Between The City Of Vestavia Hills, Alabama, As “Owner,” And Southeastern Seal Coating, As “Contractor.” (*public hearing*)

New Business

12. Resolution Number 5362 – A Resolution To Appoint A Member To The Vestavia Hills Library Board
13. Resolution Number 5363 – A Resolution To Appoint A Member To The Vestavia Hills Parks And Recreation Board
14. Resolution Number 5366 – A Resolution Accepting A Bid For Sicard Hollow Sports Complex “Shac” Athletic Field Resurfacing – Phase II (Labor Only) And Authorizing The City Manager To Take All Actions Necessary To Secure Said Construction

15. Ordinance Number 3075 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Memorandum Of Understanding (MOU) Agreement With Jefferson County For Storm Debris Removal From Devastating Storms Which May Occur In The City Of Vestavia Hills, Alabama
16. Ordinance Number 3078 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement To Implement A Settlement Agreement Concerning Litigation In Which The City Receives A Formula Based Share

New Business (Requesting Unanimous Consent)

17. Resolution Number 5367 – A Resolution Authorizing The City Manager To Purchase Accessory Structures And Other Items Needed For The Dogpark At Shac To Be Reimbursed By A Grant From The State Of Alabama Mine Land Reclamation Economic Development Pilot Program Approved By Resolution Number 5274 *(public hearing)*

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

18. Ordinance Number 3063 – An Ordinance Amending Ordinance Number 2665 And Section 5-71 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Building Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
19. Ordinance Number 3064 – An Ordinance Amending Ordinance Number 2666 And 12-20-21Section 5-81 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Energy Conservation Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
20. Ordinance Number 3065 – An Ordinance Amending Ordinance Number 2667 And Section 5-91 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Existing Building Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
21. Ordinance Number 3066 – An Ordinance Amending Ordinance Number 2668 And Section 5-101 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Residential Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
22. Ordinance Number 3067 – An Ordinance Amending Ordinance Number 2669 And Section 5-111 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Plumbing Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*

23. Ordinance Number 3068 – An Ordinance Amending Ordinance Number 2670 And Section 5-121 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Mechanical Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
24. Ordinance Number 3069 – An Ordinance Amending Ordinance Number 2671 And Section 5-131 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Fuel Gas Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
25. Ordinance Number 3070 – An Ordinance Amending Ordinance Number 2672 And Section 5-141 Of The Vestavia Hills Code Of Ordinances Adopting The 2020 National Electrical Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
26. Ordinance Number 3071 – An Ordinance Amending Ordinance Number 2673 And Section 5-151 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Swimming Pool And Spa Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
27. Ordinance Number 3072 – An Ordinance To Amend Section 6-16, *Vestavia Hills Code Of Ordinances*, Republished 2013 Entitled “Codes Adopted;” To Repeal Ordinance Number 2553 And To Adopt The 2021 International Fire Prevention Code For The City Of Vestavia Hills, Alabama *(public hearing on December 20, 2022)*
28. Resolution Number 5359 – Annexation – 90 day – 2433 Dolly Ridge Road; Lot 35, Rocky Ridge Estates; Megan Rudolph, Owner *(public hearing on December 20, 2022)*
29. Ordinance Number 3047 – Annexation – Overnight – 2433 Dolly Ridge Road; Lot 35, Rocky Ridge Estates; Megan Rudolph, Owner *(public hearing on December 20, 2022)*
30. Resolution Number 5360 – Annexation – 90 day – 2736 Ossa Wintha Drive; Lot 9, Block 4, 1st Add to Altadena Valley, 5th Sector; James and Gail Freeman, Owners *(public hearing on December 20, 2022)*
31. Ordinance Number 3048 – Annexation – Overnight – 2736 Ossa Wintha Drive; Lot 9, Block 4, 1st Add to Altadena Valley, 5th Sector; James and Gail Freeman, Owners *(public hearing on December 20, 2022)*
32. Resolution Number 5361 – Annexation – 90 day – 3408 Watertown Place; Lot 12, Block 2, Coventry; 1st and 2nd Sectors; Mildred Gallant, Owner; Jill Holt, Executor, Representing *(public hearing on December 20, 2022)*
33. Ordinance Number 3049 – Annexation – Overnight – 3408 Watertown Place; Lot 12, Block 2, Coventry; 1st and 2nd Sectors; Mildred Gallant, Owner; Jill Holt, Executor, Representing *(public hearing on December 20, 2022)*
34. Ordinance Number 3073 – An Ordinance Granting A Franchise To Spire Alabama, Inc., Its Successors And Assigns, In The City Of Vestavia Hills Alabama *(public hearing on December 20, 2022)*

35. Ordinance Number 3074 – Conditional Use Approval For Construction Of Two Duplexes (4 Dwelling Units) To Be Utilized For Housing Of Furloughed Missionaries For The Property Located At 2017 Columbiana Road; Shades Mountain Baptist Church; Tom Boston, Representing *(public hearing on December 20, 2022)*
36. Resolution Number 5365 – A Resolution Authorizing The City Manager To Purchase A Lightning Detection System For The City Of Vestavia Hills *(public hearing on December 20, 2022)*
37. Ordinance Number 3076 – An Ordinance Approving An Agreement For Cancellation Of Present Contract And Substitution Of New Contract Regarding The Collection And Disposal Services For Single-Family Residential Garbage, Trash, Recyclables, Leaves And Storm Debris (“Agreement”) And Authorizing And Directing The Mayor And City Manager To Execute And Deliver Said Agreement, Which Is Attached Hereto And Marked As Exhibit 1 *(Public Hearing On January 10, 2022)*
38. Ordinance Number 3077 – An Ordinance Approving A New Contract Regarding The Collection And Disposal Services For Single-Family Residential Garbage, Trash, Recyclables, Leaves And Storm Debris (“Agreement”) And Authorizing And Directing The Mayor And City Manager To Execute And Deliver Said Agreement, Which Is Attached Hereto And Marked As Exhibit *(public hearing on January 10, 2022)*
39. Citizens Comments
40. Time Of 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/5539517181>. When the Zoom.us window opens in your browser, click “Allow” so that the page may open to a waiting room. The host will open the meeting and bring all into the meeting room at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the “Raise Hand” feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council.

Using the icons on the Zoom screen, you can:

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

TELEPHONE PARTICIPATION (view/participate in real time)

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

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

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

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

NOVEMBER 15, 2021

The City Council of Vestavia Hills met in regular work session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Social distancing along with limits of attendees, this meeting was held with a portion of Staff and general public/audience members attending via Zoom.com following publication pursuant to Alabama law. The Mayor called the meeting to order. The City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem*
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Marvin Green, Fire Chief
Darrin Estates, IT Director
Brian Davis, Public Services Director
Sandi Wilson, Superintendent of Programs and Senior Services
Cinnamon McCulley, Communications Specialist
**present via Zoom or telephone*

UPDATE ON ALTADENA VALLEY PARK

Mitch Bevill, Vestavia Hills Parks and Recreation Board, stated that the Altadena Park Master Plan Committee has drafted a master plan for Altadena Valley Park. Committee member Tony Renta explained the proposal as drawn.

Mr. Renta stated that the plan is for a passive park, including areas for disk golf, archery, and a canoe launch. He stated that the landscape design includes use of native grasses and flowers to lower the maintenance costs, as well as safe pathways that can be constructed at minimal cost and using Park Board employees.

Mr. Downes stated that every poll the City has conducted, since he joined the City, has shown residents' strong desire for more green spaces and walking paths.

Mr. Bevill stated that the plan includes 3.5 to 4 miles of walking trails.

Mr. Renta stated that the goal would be to obtain some grants to assist in the development of subsequent phases of development including multiple canoe launches for recreation and water sport education.

Mr. Pierce asked about restroom facilities.

Mr. Bevill explained the location of possible facilities that would be outside of the floodway.

Mrs. Cook asked about the members of the committee who put this together.

Mr. Bevill stated that he is the chairman, and members include Tony Renta, David Butler, Fire Chief Marvin Green (also an Altadena area resident), Danny Marshall, and Brian Davis.

Mr. Renta stated that they are looking for partnerships to provide various amenities throughout the property.

Discussion ensued as to public meetings that should occur, both in morning and evening, to allow more participation by residents to inform the plan.

UPDATE OF COMMUNITY SPACES PROJECTS

Mr. Downes stated that the Council, at their previous work session, discussed the Phase III project bid, which came in significantly over budget. He explained that one of the major components of this was a basic tennis court facility planned for a small portion of Phase III. Since then, the VHCS Superintendent has suggested that tennis courts might be better suited at VHEC (the old Central Elementary campus). As part of the developing VHCS master capital plan, the school system also desires to place tennis courts at VHEC. The Superintendent has proposed soccer recreational play could be moved to Dolly Ridge Elementary and Pizitz Middle School. This would provide the added benefit of improved lighting and parking over the current VHEC fields. Mr. Downes noted that he has been in conversations with Dr. Freeman about the City partnering with the Board of Education to build a facility that could provide for the needs of both entities. Even if the tennis courts are planned for a different location, the area where the courts were planned will need to be stabilized and storm water improvements made, and that needs to be discussed tonight. He noted there are grant opportunities and other options for funding the cost of the alternatives.

Ken Upchurch and Raynor Boles were present in regard to this update and presented, for discussion, several options for redesign of Phase III tennis at VHEC.

Discussion ensued as to the surplus of funding that has been collected from the penny sales tax that was adopted previously. Mrs. Cook stated she wanted to ensure that the portion reserved for future school system use would be directed for school needs.

Mr. Boles explained the storm water drainage problems that were uncovered once the contractor cut back the growth near the existing cul-de-sac of Vestavia Place, which shows signs of persistent erosion that affects the Wald property. He presented the proposed cost of shoring up that area with the appropriate infrastructure. He stated that this work is critical for the sustainability of the park.

Mrs. Cook asked if the removal of the trees caused the increased erosion.

Mr. Boles stated the problem always been there, but just was not seen. The proposed solution remediates a problem that has been there for decades.

Mr. Pierce asked if the project has to be bid.

Mr. Boles stated that the work would use the existing contractor and the City would not have to bid this out.

Mr. Upchurch stated much of this would have been remediated with the original Phase III plan, but, since that has been held up, TCU and city staff have determined this is an immediate need.

Mr. Boles continued that TCU evaluated the Phase III plan without the tennis courts and the related amenities (restrooms, pavilion) and found the remaining amenities would exceed the dollars allotted for this Phase III. He showed a financial breakdown of the remaining amenities.

The Mayor stated that he feels it would be a bad thing not to have any tennis courts in Wald Park.

Mr. Boles explained that the land is graded for its prior planned use, but the Council will need to make the decision as to what they will fund and approve for this area. He stated they will do the analysis and provide various options for the Council's consideration.

Discussion ensued regarding pickleball and demand for more of those type courts.

In closing, Mr. Boles gave a cost estimation of the proposed tennis court complex at VHEC fields. The bottom line is \$4.9 million to provide an estimated four additional tennis courts, pavilion, and many amenities (greenspace, playground, etc.). He stated that these cost estimates came from the four options presented to the Council at the last meeting.

Mr. Head asked about the optimum number of courts.

Mr. Boles stated that tennis experts recommend minimum 8 courts. (There were 8, previously, at Wald Park.)

Mr. Pierce stated that the Council is building these facilities for the residents of this City. He stated that events are great, but these are for residents to use.

Mr. Weaver stated that many of the Vestavia Hills citizens play in these tournaments so the tournament play is not just for high school.

Mr. Pierce stated he would like to see an overall recreational program plan to help the Council understand what the actual needs are at any given time.

Discussion ensued.

COUNTY/CITY VOTING PRECINCTS

Ms. Leavings explained that the County has finally officially moved their precinct from Horizon Church to Shades Mountain Baptist Church. She stated that an ordinance would be forthcoming at some point to change the City precinct.

Ms. Leaving explained that the County still needs a permanent home for relocating of the Town Village poll. She recalled use of the former Central Campus and then later, the Vestavia Hills Library in the Forest. The County was under the impression that they would be able to use the Library again next year but, in discussions with the City Administration, that was determined to be unsuitable. Delays in Community Center constructions make that site infeasible. She recommends use of City Hall for the May primaries and, after the Community Center is completed, moving the precinct to the Community Center. She reminded the Council that the County precinct serves only about 2,500 people but, as a City polling place, the number served approaches 7,000. In discussion, the Council concurred to allow the May primaries at City Hall and later, when the Civic Center is completed, move them to the Civic Center.

EXECUTIVE SESSION

The Mayor indicated a need to go into Executive Session for an estimated one-half hour for the purpose of discussing pending/potential litigation and possible purchase/sale real estate. Mr. Downes indicated that he has a written declaration from the City Attorney that the Council may go into Executive Session for this reason. The Mayor opened the floor for a motion.

MOTION Motion to move into Executive Session for an estimated ½ hour for the purpose of discussing pending/potential litigation was by Mrs. Cook and second was by Mr. Head. Roll Call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carries.

At 7:01 PM, the Council exited the Council Chamber and moved into Executive Session. At 7:37 PM, the Council re-entered the Council Chamber and exited Executive Session. The Mayor called the meeting back to order.

There being no further business, the work session adjourned at 7:38 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

PHASE I LEGEND:

- A. PAVILION
- B. PAWLON RESTROOMS
- C. PLAYGROUND
- D. POOL RESTROOMS
- E. ENTRY STADIUM
- F. DISC GOLF
- G. BIOTROPIC MALL
- H. BOARDWALK
- I. BOARDWALK RESTROOMS
- J. PARKING LOT 1A (420 SPACES)
- K. LANDSCAPE MATERIALS BANK

PHASE II LEGEND:

- L. CANOE LAUNCH STAGING
- M. CANOE LAUNCH TRAIL
- N. RESTROOM RESTROOM
- O. BIOTROPIC TRAIL
- P. BIOTROPIC TRAIL



POTENTIAL ADDITIONAL PARK USES

- Casual Country Sports
- Park as Artwork
- Park as Botanical Garden
- Farmers Market
- Food Truck Bikes
- Recreational
- Dog Park
- Dog Park Community Garden
- Park as Artwork
- Park as Botanical Garden
- Dog Park
- Dog Park Community Garden
- Recreational
- Type
- Comments in the park

POTENTIAL PARTNERS

- City of Ventura Hills Park and Recreation
- Ventura Hills Park and Recreation Foundation
- Local Community
- Local Businesses
- Ventura Hills Park and Recreation Foundation

POTENTIAL FUNDING SOURCES

- Local and State Government Fund
- Ventura Hills Park and Recreation Foundation
- Ventura Hills Park and Recreation Foundation
- Ventura Hills Park and Recreation Foundation



ITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

NOVEMBER 22, 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 members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order. The City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Danny Rary, Police Chief
Lori Beth Kearley, Asst. City Engineer
Keith Blanton, Building Official
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Marvin Green,
Steve Ammons, Jefferson County Commission
**present via Zoom or telephone*

Jim Cartlege, a Vestavia Hills Chaplain, led the invocation which was followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mrs. Cook welcomed Jefferson County Commissioner, Steve Ammons, who was in attendance.
- Mr. Steve Ammons, Jefferson Council Commissioner. District 5, announced that he is running for re-election to the County Commission and asked for support in the upcoming election. He explained he plays an integral part in the economic development going on in Jefferson County and mentioned the recent announcement of the new Smuckers plant that will bring new jobs to the County.
- Mrs. Cook stated that there will be a menorah lighting event on December 1, 2021, beginning at 5 PM. She stated that this is the first time the City will light a city-owned menorah fixture, with food and fun activities for children to follow. She encouraged everyone to come out for the lighting event.
- Mr. Pierce stated that Holiday in the Hills is in full swing. He indicated the past events that have been well attended this year. Those included the tree lighting on November 30, Breakfast with Santa on December 11, and the holiday parade in Liberty Park.
- The Mayor announced that Sara Wuska will be honored as Grand Marshal for the parade.
- Mr. Weaver stated he visited the SHAC pedestrian tunnel construction site, and it appears they are finishing the landscaping and it looked as if the project will be completed soon.
- Mr. Head announced that interviews for the four Park Board applicants will be held on November 30, 2021, beginning at 11:15 AM.
- The Mayor announced that the December 27th Council meeting has been rescheduled to December 20. The work session of December 20 was moved up to 5 PM and will be followed by the Council meeting at 6 PM.

CITY MANAGER'S REPORT

- Mr. Downes stated that City Employee United Way collections beat last year's collections and also raised more than any other sister city. He stated that is a great sign of the willingness of City Employees to give back to those in need. City Employees contributed more than \$24,000.
- Mr. Downes stated that TCU briefed the Council, at the last work session, on opportunities with the school system concerning use of the Central Elementary fields. He stated that this has generated a lot of questions from the public. On December 13, TCU will bring more information and options to the Council, with fact-based public meetings to follow.

COUNCILOR REPORTS

- The Mayor stated he would like to also recognize the city employees for supporting activities with Big Brothers/Big Sisters.
- Mrs. Cook wished everyone a Happy Thanksgiving.

- Mr. Pierce indicated that the Viva Vestavia event was a great event. He stated that the Chamber Board has set a target date for finding a replacement for Karen Odle, President of the Chamber. He indicated that they are working with an outside recruiter and hope to have a replacement in house by April 30, 2022.
- Mr. Weaver stated that the regular P&Z Commission meeting was held last week. One application for conditional use was considered, which will be moving forward soon.

FINANCIAL REPORTS

Melvin Turner, III, Finance Director, delivered the Financial Reports for month ending October 2021. He read and explained the balances of each fund.

APPROVAL OF MINUTES

The Mayor stated that the approval of the October 25, 2021 (Regular Meeting) and November 8, 2021 (Regular Meeting) was needed and opened the floor for a motion.

MOTION Motion to approve the minutes of the regular meeting of October 25, 2021 (Regular Meeting) was made by Mrs. Cook and second was by Mr. Weaver. Roll call vote as follows:

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

MOTION Motion to approve the minutes of the regular meeting of November 8, 2021 (Regular Meeting) was made by Mrs. Cook and second was by Mr. Weaver. Roll call vote as follows:

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

OLD BUSINESS

ORDINANCE NUMBER 3056

Ordinance Number 3056 – Annexation – 90-Day Final – 2429 Altadena Road, Lot 2, Haynies Add to Ridge Forest; Keith and Taylor Cargal, Owners (public hearing)

MOTION Motion to approve Ordinance Number 3056 was by Mr. Weaver and seconded by Mrs. Cook.

The Mayor explained that this is the final 90-day annexation for this property which was annexed overnight 3 months ago. He explained that he would combine the public hearing with the next item which represents the compatible rezoning of the same property.

Mrs. Cook stated that there were no notable concerns on this property when it was considered at the overnight annexation.

The Mayor opened the floor for a public hearing for this item as well as Ordinance Number 3057. There being no one to 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 3057

Ordinance Number 3057 – Rezoning – 2429 Altadena Road, Lot 2, Haynies Add To Ridge Forest; Rezone From Jefferson County R-1 To Vestavia Hills R-2, Compatible Zoning For Annexation; Keith And Taylor Cargal, Owners (public hearing)

MOTION Motion to approve Ordinance Number 3057 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor explained that this is the compatible rezoning of the property just annexed.

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

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

ORDINANCE NUMBER 3058

Ordinance Number 3058 – Annexation – 90-Day Final – 2621 Red Bud Lane; Lot 4a, Gary & Pam West Survey, Less And Except 40’ Strip On Southern Boundary; Jordan Hoffman, Owner (public hearing)

MOTION Motion to approve Ordinance Number 3058 was by Mr. Weaver and seconded by Mrs. Cook.

The Mayor explained that this is the final 90-day annexation for this property which was annexed overnight 3 months ago along with the next item. He explained that he would combine

the public hearing with the next 2 items which represent the annexation of the adjacent property along with the compatible rezoning of the same property.

Mrs. Cook noted that both properties were handled in sequence for contiguous purposes. Both were annexed 3 months ago with no notable concerns other than the width of the street.

The Mayor opened the floor for a public hearing for this item as well as Ordinance Number 3059 and 3060. There being no one to 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 3059

Ordinance Number 3059 – Annexation – 90-Day Final – 2625 Red Bud Lane; Lot 4B, LB Lloyd Subdivision; Deborah And Jack Standifer, Owners (public hearing)

MOTION Motion to approve Ordinance Number 3059 was by Mrs. Cook and seconded by Mr. Weaver.

The Mayor explained that this property is adjacent to the previous property just annexed.

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

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

ORDINANCE NUMBER 3060

Ordinance Number 3060 – Rezoning – 2621 Red Bud Lane And 2625 Red Bud Lane; Rezone From Jefferson County E-1 To Vestavia Hills E-2, Compatible Zoning For Annexation; Jordan Hoffman, Deborah And Jack Standifer, Owners (public hearing)

MOTION Motion to approve Ordinance Number 3060 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor explained that this is the compatible rezoning of the previous two Red Bud Lane properties.

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

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

ORDINANCE NUMBER 3061

Ordinance Number 3061 – Conditional Use Approval – Conditional Use Approval For Operation Of A Veterinarian Clinic With Services To Include Medical, Grooming And Bathing Services Of Dogs By Appointment, Excluding Overnight Boarding; Happy Dog Baths & Grooming, 678 Montgomery Highway, Lot 1, Vestavia Hills City Center North; Mike Mahaffey, Owner (public hearing)

MOTION Motion to approve Ordinance Number 3061 was by Mrs. Cook and seconded by Mr. Pierce.

Mr. Weaver stated that this came before the Planning and Zoning Commission. The request is for a small grooming service with some limited veterinarian care. He stated that this was considered through the conditional use criteria outlined in the Zoning Ordinance and was unanimously approved.

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

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

NEW BUSINESS

RESOLUTION NUMBER 5358

Resolution Number 5358 – A Resolution Authorizing Improvements Designated As Project Number: IM-I459(318) Including Planning, Overlay And Striping Of I-459 From 0.25 Miles South Of SR-38 (US-280) To 0.24 Miles South Of Grants Mill Road

MOTION Motion to approve Resolution Number 5358 was by Mr. Weaver and seconded by Mr. Pierce.

Mr. Downes explained this is a standard ALDOT resolution for repaving of I-459 including striping, paving etc., to Grant’s Mill Road. With this approval it should begin next spring.

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

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

ORDINANCE NUMBER 3046

Ordinance Number 3046 – An Ordinance To Authorize The Issuance And Payment Of General Obligation Warrants, Series 2021, And The Delivery Of Related Documents

MOTION Motion to approve Ordinance Number 3046 was by Mr. Weaver and seconded by Mr. Pierce.

Chris Williams, Rice Advisory, stated that the Council previously passed a parameters resolution to move forward on the refunding of certain warrants. He explained the restrictions of the refund and stated that there was a better market earlier, but they could not have moved any faster. He stated that Frazier Lanier priced the bonds with the City’s AAA rating and did the funding of the 2015 warrants with the cash out, without extending the maturity. The refunding saved \$212,000.

Jason Grubbs, Frazier Lanier, was also present in regard to this request.

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

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

- Ordinance Number 3062 – An Ordinance Accepting A Bid For Kyle Lane Drainage Improvement Project And Authorizing The Execution And Delivery Of The Construction Contract Documents By And Between The City Of Vestavia Hills, Alabama, As “Owner,” And Southeastern Seal Coating, As “Contractor.” (*public hearing, December 13, 2021*)
- Ordinance Number 3063 – An Ordinance Amending Ordinance Number 2665 And Section 5-71 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Building Code For The City Of Vestavia Hills, Alabama (*public hearing, December 20, 2021*)

- Ordinance Number 3064 – An Ordinance Amending Ordinance Number 2666 And 12-20-21 Section 5-81 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Energy Conservation Code For The City Of Vestavia Hills, Alabama (public hearing December 20, 2021)
- Ordinance Number 3065 – An Ordinance Amending Ordinance Number 2667 And Section 5-91 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Existing Building Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Ordinance Number 3066 – An Ordinance Amending Ordinance Number 2668 And Section 5-101 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Residential Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Ordinance Number 3067 – An Ordinance Amending Ordinance Number 2669 And Section 5-111 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Plumbing Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Ordinance Number 3068 – An Ordinance Amending Ordinance Number 2670 And Section 5-121 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Mechanical Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Ordinance Number 3069 – An Ordinance Amending Ordinance Number 2671 And Section 5-131 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Fuel Gas Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Ordinance Number 3070 – An Ordinance Amending Ordinance Number 2672 And Section 5-141 Of The Vestavia Hills Code Of Ordinances Adopting The 2020 National Electrical Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Ordinance Number 3071 – An Ordinance Amending Ordinance Number 2673 And Section 5-151 Of The Vestavia Hills Code Of Ordinances Adopting The 2021 International Swimming Pool And Spa Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Ordinance Number 3072 – An Ordinance To Amend Section 6-16, Vestavia Hills Code Of Ordinances, Republished 2013 Entitled “Codes Adopted;” To Repeal Ordinance Number 2553 And To Adopt The 2021 International Fire Prevention Code For The City Of Vestavia Hills, Alabama (public hearing, December 20, 2021)
- Resolution Number 5359 – Annexation – 90 day – 2433 Dolly Ridge Road; Lot 35, Rocky Ridge Estates; Megan Rudolph, Owner (public hearing, December 20, 2021)
- Ordinance Number 3047 – Annexation – Overnight – 2433 Dolly Ridge Road; Lot 35, Rocky Ridge Estates; Megan Rudolph, Owner (public hearing, December 20, 2021)
- Resolution Number 5360 – Annexation – 90 day – 2736 Ossa Wintha Drive; Lot 9, Block 4, 1st Add to Altadena Valley, 5th Sector; James and Gail Freeman, Owners (public hearing, December 20, 2021)
- Ordinance Number 3048 – Annexation – Overnight – 2736 Ossa Wintha Drive; Lot 9, Block 4, 1st Add to Altadena Valley, 5th Sector; James and Gail Freeman, Owners (public hearing, December 20, 2021)

- Resolution Number 5361 – Annexation – 90 day – 3408 Watertown Place; Lot 12, Block 2, Coventry; 1st and 2nd Sectors; Mildred Gallant, Owner; Jill Holt, Executor, Representing
- Ordinance Number 3049 – Annexation – Overnight – 3408 Watertown Place; Lot 12, Block 2, Coventry; 1st and 2nd Sectors; Mildred Gallant, Owner; Jill Holt, Executor, Representing *(public hearing, December 20, 2021)*

CITIZEN COMMENTS

None.

Mr. Pierce stated that he noticed new Christmas decorations are up. Mr. Downes stated that they will not be lit until next week.

At 6:36 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:37 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3062

AN ORDINANCE ACCEPTING A BID FOR KYLE LANE DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONSTRUCTION CONTRACT DOCUMENTS BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS “OWNER,” AND SOUTHEASTERN SEAL COATING, AS “CONTRACTOR.”

THIS ORDINANCE NUMBER 3062 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 25th day of October, 2021.

WITNESSETH THESE RECITALS:

WHEREAS, on November 10, 2021 at 10:00 a.m., the City of Vestavia Hills, Alabama publicly read aloud bids submitted for the Kyle Lane Drainage Improvement Project for the City of Vestavia Hills (“the Project”); and

WHEREAS, four bids were received and read; and

WHEREAS, a copy of the bid tabulation is attached hereto, marked as Exhibit A and is incorporated into this Ordinance Number 3062 by reference as though set out fully herein;

WHEREAS, the City’s consultant for the Project, Matt Stoop, Sain Associates, and the City’s Assistant City Engineer submitted memorandums to the City Manager, dated November 15 and 17, 2021 (respectively) recommending acceptance of the bid package submitted by Southeastern Seal Coating, a copy of which is marked as Exhibit B and is attached to and incorporated into this Ordinance Number 3062 and

WHEREAS, the Bid Specifications included, but are not limited to, the following contract documents prepared by the City and to be signed by the City of Vestavia Hills, Alabama, as “Owner,” and the lowest responsible bidder as “Contractor”:

- A. Contract AIA Document A101-2017.
- B. General Conditions AIA Document A201-2017.
- C. Performance Bond AIA Document A312-2010.
- D. Payment Bond AIA Document A312-2010.
- E. First Addendum to Contract and General Conditions; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendation of the Consultant and accept said bid as detailed above and to authorize the execution and delivery of the contract documents.

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

1. The bid submitted by Southeastern Seal Coating, as detailed in Exhibit A is attached and recommended by the City Manager, the Asst. City Engineer and Sain Associates is hereby accepted; and

2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to contract with Southeastern Seal Coating, including specifically, but not limited to the following contract documents:

- A. Contract AIA Document A101-2017.
- B. General Conditions AIA Document A201-2017.
- C. Performance Bond AIA Document A312-2010.
- D. Payment Bond AIA Document A312-2010.
- E. First Addendum to Contract and General Conditions; and

3. Funding for said renovation project shall be expensed to the City's Capital Funds Budget; and

4. 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.

5. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

DONE, ORDERED, APPROVED and ADOPTED this the 13th day of December, 2021.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
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 #3062 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 13th day of December, 2021 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

City of Vestavia Hills -- Kyle Lane Drainage Improvements

City of Vestavia Hills City Hall, November 10, 2021 at 10am

				As-bid		With Corrected Calculation											
				Southeastern Sealcoating, Inc		Southeastern Sealcoating, Inc		Avery Landscape & Assoc		Triple J Construction, LLC		CB&A Construction, LLC		Average Bid		Southeastern vs Avg Bid	
item	description	qty	unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total				
1	Clear & Grub (Max \$4000/acre)	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,864.44	\$ 3,864.44	\$ 3,966.11	101%		
2	Removing Pipe	45	LF	\$ 218.00	\$ 9,810.00	\$ 218.00	\$ 9,810.00	\$ 100.00	\$ 4,500.00	\$ 100.00	\$ 4,500.00	\$ 74.70	\$ 3,361.50	\$ 123.18	177%		
3	Removing Gutter	124	LF	\$ 25.00	\$ 3,100.00	\$ 25.00	\$ 3,100.00	\$ 20.00	\$ 2,480.00	\$ 20.00	\$ 2,480.00	\$ 27.88	\$ 3,457.12	\$ 23.22	108%		
4	Removing Handwalls	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 593.92	\$ 1,187.84	\$ 1,648.48	121%		
5	Mailbox Reset	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 314.18	\$ 314.18	\$ 253.55	197%		
6	Unclassified Excavation	75	CY	\$ 55.00	\$ 4,125.00	\$ 55.00	\$ 4,125.00	\$ 15.00	\$ 1,125.00	\$ 15.00	\$ 1,125.00	\$ 35.07	\$ 2,630.25	\$ 30.02	183%		
7	Coarse Aggregate, 8910 or 610	25	CY	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,250.00	\$ 145.00	\$ 3,625.00	\$ 81.25	98%		
8	Wearing Surface	15	TON	\$ 300.00	\$ 4,500.00	\$ 300.00	\$ 4,500.00	\$ 400.00	\$ 6,000.00	\$ 400.00	\$ 6,000.00	\$ 486.00	\$ 7,290.00	\$ 396.50	76%		
9	Upper Binder Surface	30	TON	\$ 200.00	\$ 6,000.00	\$ 200.00	\$ 6,000.00	\$ 400.00	\$ 12,000.00	\$ 400.00	\$ 12,000.00	\$ 283.00	\$ 8,490.00	\$ 320.75	62%		
10	18" Storm Sewer Pipe	80	LF	\$ 159.00	\$ 12,720.00	\$ 159.00	\$ 12,720.00	\$ 50.00	\$ 4,000.00	\$ 50.00	\$ 4,000.00	\$ 124.39	\$ 9,951.20	\$ 95.85	166%		
11	7x3 Concrete Box Culvert	45	LF	\$ 798.00	\$ 35,910.00	\$ 798.00	\$ 35,910.00	\$ 1,800.00	\$ 81,000.00	\$ 2,200.00	\$ 99,000.00	\$ 710.82	\$ 31,986.90	\$ 1,377.21	58%		
12	Mobilization	1	LS	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00	\$ 3,721.94	\$ 3,721.94	\$ 13,230.49	153%		
13	Filter Blanket, Geotextile	25	SY	\$ 10.00	\$ 2,500.00	\$ 10.00	\$ 250.00	\$ 30.00	\$ 750.00	\$ 30.00	\$ 750.00	\$ 65.77	\$ 1,644.25	\$ 33.94	29%		
14	Concrete Driveway, 6" Thick	75	SY	\$ 80.00	\$ 6,000.00	\$ 80.00	\$ 6,000.00	\$ 85.00	\$ 6,375.00	\$ 85.00	\$ 6,375.00	\$ 179.51	\$ 13,463.25	\$ 107.38	75%		
15	Minor Structural Concrete	12	CY	\$ 1,575.00	\$ 18,900.00	\$ 1,575.00	\$ 18,900.00	\$ 800.00	\$ 9,600.00	\$ 800.00	\$ 9,600.00	\$ 2,529.84	\$ 30,358.08	\$ 1,426.21	110%		
16	Inlets, Type Special	2	EA	\$ 3,908.00	\$ 7,816.00	\$ 3,908.00	\$ 7,816.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 11,619.80	\$ 23,239.60	\$ 5,381.95	73%		
17	Concrete Gutter, Valley	125	LF	\$ 36.00	\$ 4,500.00	\$ 36.00	\$ 4,500.00	\$ 40.00	\$ 5,000.00	\$ 40.00	\$ 5,000.00	\$ 102.13	\$ 12,766.25	\$ 54.53	66%		
18	1" Water Meter and Box Reset	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 595.86	\$ 1,191.72	\$ 2,273.97	110%		
19	Valve Box Reset	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,885.65	\$ 2,885.65	\$ 1,346.41	111%		
20	Topsoil	15	CY	\$ 55.00	\$ 825.00	\$ 55.00	\$ 825.00	\$ 50.00	\$ 750.00	\$ 50.00	\$ 750.00	\$ 195.54	\$ 2,933.10	\$ 87.64	63%		
21	Solid Sodding	50	SY	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 17.39	\$ 869.50	\$ 26.85	186%		
22	Temporary Seeding	0.5	AC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,629.47	\$ 4,814.74	\$ 2,407.37	0%		
23	Temporary Mulching	0.5	TON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,543.94	\$ 2,771.97	\$ 1,385.99	0%		
24	Temporary Riprap, Class 2	50	TON	\$ 75.00	\$ 3,750.00	\$ 75.00	\$ 3,750.00	\$ 65.00	\$ 3,250.00	\$ 65.00	\$ 3,250.00	\$ 88.61	\$ 4,430.50	\$ 73.40	102%		
25	Silt Fence	150	LF	\$ 6.00	\$ 900.00	\$ 6.00	\$ 900.00	\$ 10.00	\$ 1,500.00	\$ 10.00	\$ 1,500.00	\$ 6.67	\$ 1,000.50	\$ 8.17	73%		
26	Silt Fence Removal	150	LF	\$ 2.00	\$ 300.00	\$ 2.00	\$ 300.00	\$ 2.00	\$ 300.00	\$ 2.00	\$ 300.00	\$ 6.67	\$ 1,000.50	\$ 3.17	63%		
27	Wattle	20	LF	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 10.00	\$ 200.00	\$ 10.00	\$ 200.00	\$ 32.87	\$ 657.40	\$ 18.22	110%		
28	Geometric Controls	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,960.00	\$ 12,960.00	\$ 5,240.00	57%		
29	Construction Signs	150	SF	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00	\$ 10.00	\$ 1,500.00	\$ 10.00	\$ 1,500.00	\$ 30.78	\$ 4,617.00	\$ 17.70	113%		
30	Cones (36" high)	30	EA	\$ 55.00	\$ 1,650.00	\$ 55.00	\$ 1,650.00	\$ 30.00	\$ 900.00	\$ 30.00	\$ 900.00	\$ 48.09	\$ 1,442.70	\$ 40.77	135%		
31	Retain Wall Allowance (\$7500)	1	LS		\$ 7,500.00		\$ 7,500.00		\$ 7,500.00		\$ 7,500.00						
	Subtotal				\$ 176,906.00		\$ 174,656.00		\$ 184,080.00		\$ 211,080.00		\$ 202,927.08				
32	Owner's Contingency (10%)	1	LS		\$ 17,690.60		\$ 17,465.60		\$ 18,408.00		\$ 20,658.00		\$ 20,564.20				
	Total Bid Amount:				\$ 194,596.60		\$ 192,121.60		\$ 386,568.00		\$ 227,238.00		\$ 223,491.27				

I have reviewed & agree to the correction on the Filter Blanket calculation. The revised contract total shall be \$192,121.60.

David Henderson
Southeastern Seal Coating




**Kyle Lane Drainage Improvements
Bid Opening Wed Nov 10, 2021**

Project Representatives	Name	Phone	Email	Initial Your Attendance	
Sain	Stefan Graeber	205-940-6420	sgraeber@sain.com		
Sain	Matt Stoops	205-263-2180	mstoops@sain.com	MS	
Vestavia Hills	Christopher Brady	205-978-0150	cbrady@vhal.org	CB	
Vestavia Hills	Lori Beh	205-978-0150	lbkearley@vhal.org	LBK	
Plans Holder List					
Plans Holder List	Name	Phone	Email	Initial Your Attendance	Contractor Bids
Avery Landscaping & Associates	Heath Avery	205-468-5026	haleigh.irby@yahoo.com	HA	\$ 202,488
CB&A Project Management Services, LLC	Bill Allen <i>Chip Elmer</i>	205-995-6163	allenwj@cba-projectmgt.com		\$ 223,491.27
Rast Construction, Inc.	Hank Donald	205-999-0903	hdonald@rastconstruction.com		
Southeastern Sealcoating	David Henderson	205-798-9560	david@southeasternsealcoating.com	DH	\$ 194,596.60
Triple J Construction	Joe Dyar	318-669-3860	joedyar@yahoo.com		\$ 227,238 -
JP Bartlett	Philip Bartlett	205-617-2692	jpbartlett@att.net		
Gillespie Construction, LLC	Ron Gillespie	205-295-5263	gillespieconstructionllc@yahoo.com		
Tomahawk Construction LLC	Rick Swann	205-369-7111	rl4swann@gmail.com		
	<i>Chip Elmer</i>		<i>elmerch@cba-projectmgt.com</i>	CE	
Bid Service Companies:					

Bid Opening Minutes:

Bids were received at 10 am for the three Irondale Public Works projects and opened in the presence of those in attendance as initialed above. The apparent low bidder was South Eastern. The bids will be reviewed for corectness by Sain and a recommendation for award will follow.


 Signed / Certified
 Matt Stoops - Project Engineer, Sain Associates

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

November 17, 2021

To: Jeff Downes, City Manager

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

From: Lori Beth Kearley, Assistant City Engineer

RE: Kyle Lane Drainage Improvement Project

On November 10, 2021, we received four bids for a drainage improvement project on Kyle Lane. The project generally consists of replacement of a deteriorated corrugated metal storm pipe that runs underneath the road with a concrete box culvert. The project also includes replacement of two other smaller storm pipes that are in need of replacement. In addition to the drainage improvements, there will also be associated asphalt and concrete repair for the affected portions of the road, gutter and driveways in addition to landscape restoration once complete.

After reviewing the bid results, we recommend award of the Contract go to the low bidder, Southeastern Seal Coating at their total bid price of \$194,596.60. Please see additional comments provided by Sain Associates bid review that indicate the construction costs could be slightly lower than this bid amount.

We are requesting that funding be allocated to this project from Fund 20 Capital Budget to allow this project to move forward and the needed repairs to be made.

Please let me know if questions.

Lori Beth Kearley

November 15, 2021


SAIN
 ASSOCIATES

TO: Christopher Brady, PE
 City of Vestavia Hills
 1032 Montgomery Hwy
 Vestavia Hills, AL 35216
cbrady@vhal.org

Two Perimeter Park South
 Suite 500 East
 Birmingham, Alabama 35243
 Telephone: (205) 940-6420
www.sain.com

SUBJECT: Kyle Lane Drainage Project
 Bid Results

Dear Mr. Brady:

Bids were opened on Wednesday November 10 for the Kyle Lane Drainage Project. There were 4 contractors that submitted bids. The bids and the engineer's cost estimate were as follows:

Southeastern Seal Coating	\$194,596.60
Avery Landscaping	\$202,488.00
CB & A	\$223,491.27
<u>Triple J Construction</u>	<u>\$227,238.00</u>
Engineer's Estimate	\$179,036.00

The apparent low bidder was Southeastern Seal Coating and their bid package was reviewed in detail. There were 3 issues that were worth noting:

1. There was a calculation error on item 610D-003 Filter Fabric. The quantity is 25 sy. They input a unit price of \$10 per sy, but showed the total cost as \$2500. I spoke with Southeastern and their intent was for this item to be \$10 per sy for \$250 total. This would reduce their bid by some \$2250 + the owner's contingency.
2. The temporary seeding & mulching item was not on the bid sheet after the addendum was issued. 3 of the 4 bidders similarly did not include this. The one bidder that did show these 2 pay items used the old bid form and thus missed the new item for the retaining wall allowance. These 2 pay items are to be used as needed at the time of occurrence and I would recommend we omit these 2 pay items from the contract. These 2 pay items would be on the order of \$7000 in cost. If and when it becomes necessary, a change order can be done.
3. The highest cost item for the project in all bids was the box culvert, which was expected. Southeastern's cost of \$35,910 was noticeably lower than 2 bidders, but near the \$31k that CB & A bid. They intend to use Foley as their supplier for box culvert and have been advised of a 5-6 month lead time for procurement.



After speaking with David Henderson of Southeastern, I have corrected the calculations for the Filter Fabric and the owner's contingency. This would give a total contract price of \$192,121.60 as shown on the attached tabulation. Mr. Henderson has verbally agreed, and we can expect his signed concurrence soon.

I recommend the city proceed with contracting with Southeastern on this project at the corrected pricing shown.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Stoops, P.E." with a stylized flourish at the end.

Matt Stoops, PE
Project Manager

Cc: Lori Beth Kearley, PE - Vestavia
David Henderson – Southeastern Seal Coating

RESOLUTION NUMBER 5362

**APPOINTING A MEMBER TO THE
VESTAVIA HILLS LIBRARY BOARD**

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

WHEREAS, Laurence Cochran is hereby appointed as a member of the City of
Vestavia Hills Library Board; and

WHEREAS, the said appointment shall be effective January 1, 2022 and shall
expire December 31, 2025.

APPROVED AND ADOPTED this the 13th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5363

**APPOINTING A MEMBER TO THE VESTAVIA HILLS
PARKS AND RECREATION BOARD**

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

WHEREAS, _____ is hereby appointed as a member of the City
of Vestavia Hills Parks and Recreation Board; and

WHEREAS, the appointment shall be effective January 1, 2022, and shall expire
December 31, 2026.

APPROVED AND ADOPTED this the 13th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5366

A RESOLUTION ACCEPTING A BID FOR SICARD HOLLOW SPORTS COMPLEX “SHAC” ATHLETIC FIELD RESURFACING – PHASE II (LABOR ONLY) AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO SECURE SAID CONSTRUCTION

WHEREAS, Invitation to Bids were invited and publicly read on December 9, 2021 at 10:00 AM for Sicard Hollow Sports Complex “SHAC” Athletic Field Resurfacing – Phase II (labor only) with two bids received; and

WHEREAS, a copy of the official bid tabulation is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5366 as if written fully therein; and

WHEREAS, recommendation was made in a letter dated December 9, 2021 from the Ed Norton, HNP Landscape Architecture, the consultant designer, recommending acceptance of the bid package submitted by SprinTurf LLC in the amount of \$249,100, a copy of said letter is marked as Exhibit B and is attached to and incorporated into this Resolution Number 5366 as if written fully therein; and

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

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

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

1. The bid submitted by SprinTurf LLC is hereby accepted as the base bid; and
2. The City Manager is hereby authorized to take all actions necessary in order to secure said construction; and
3. This Resolution number 5366 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of December, 2021.

Ashley C. Curr
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

BID TABULATION FORM

Owner: **City of Vestavia Hills**
 Project: **Sicard Hollow Athletic Complex - Athletic Field Resurfacing - Phase II**
 HNP Proj. #: **C21067**
 Announced Budget: **TBD**
 Bid Opening Date: **Thursday December 9th, 2021**
 Bid Opening Time: **10am Local Time**
 Location: **Executive Conference Room, VH City Hall, 1032 Montgomery Highway, Vestavia Hills AL 35216**

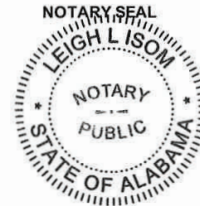
NOTES



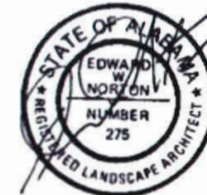
#	ADD. RCVD	SECURITY	SALES TAX	LIC. #	BIDDER NAME	BASE BID AMOUNT (\$)	AMMENDMENTS	TOTAL (\$)	
#1-#2	PROVIDED? : YES/NO					(ENVELOPE, ETC)			
1	N/A	Yes	N/A	Yes	SprinTurf, LLC	\$ -	\$ -	\$ 249,100.00	Two Hundred Forty Nine Thousand One Hundred Dollars and No Cents
2	N/A	Yes	N/A	No	JBG Surfaces, LLC	\$ -	\$ -	\$ 291,000.00	Two Hundred Ninety One Thousand Dollars and No Cents
3						\$ -	\$ -	\$ -	No Dollars and No Cents
4						\$ -	\$ -	\$ -	No Dollars and No Cents
5						\$ -	\$ -	\$ -	No Dollars and No Cents
6						\$ -	\$ -	\$ -	No Dollars and No Cents
7						\$ -	\$ -	\$ -	No Dollars and No Cents
8						\$ -	\$ -	\$ -	No Dollars and No Cents
9						\$ -	\$ -	\$ -	No Dollars and No Cents
10						\$ -	\$ -	\$ -	No Dollars and No Cents

NOTARY CONFIRMATION:

STATE OF Alabama COUNTY OF Shelby
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 9 DAY OF Dec., YEAR 2021
 NOTARY PUBLIC: [Signature] COMMISSION EXP.: 7.14.2024



LANDSCAPE ARCHITECT SEAL





9 December 2021

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

**Re: Sicard Hollow Athletic Complex
Athletic Field Resurfacing - Phase II**

Brian:

Our office has reviewed the Bid(s) received and opened 9 December 2021 for the referenced Project.

The low bid was submitted by SprinTurf, LLC (see bid tabulation form).

Our review of the Bids shows SprinTurf, LLC to be a responsible Bidder and bid amount is under budget. Therefore, HNP recommends the City award a construction contract for the reference project to Specialty Turf Supply in the amount of \$249,100.00.

Please contact me if you have any questions.

Thank you,
HNP, LLC

A handwritten signature in black ink, appearing to read "Ed Norton", is written over a light blue horizontal line.

Ed Norton

Attachments:
Bid Opening Sign-In Sheet
Notarized Bid Tabulation
Received Bids
AL GC License Verification

ORDINANCE NUMBER 3075

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH JEFFERSON COUNTY FOR STORM DEBRIS REMOVAL FROM DEVASTATING STORMS WHICH MAY OCCUR IN THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT RESOLVED BY 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 MOU Agreement with Jefferson County for and on behalf of the City of Vestavia Hills, Alabama pursuant to the terms and conditions as detailed in the attached Exhibit A; and
2. This Ordinance Number 3075 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 13th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF VESTAVIA HILLS, ALABAMA
REGARDING DEBRIS REMOVAL AND MONITORING
SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding whereby the county agrees to assume responsibility for performing the services necessary for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of Vestavia Hills is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Vestavia Hills City Council have adopted resolutions/ordinances agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of Vestavia Hills, which resolutions/ordinances are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of Vestavia Hills, as evidenced by the above referenced resolutions/ordinances, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Vestavia Hills City Council shall, unless waived by the county commission, send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in the contracts, and such terms are herein incorporated by reference.
6. That the city of Vestavia Hills shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. That, unless alternative arrangements are made between the county and municipality prior to the county providing the municipality with debris removal and/or monitoring services as provided herein, the municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, except as provided in paragraph 12, this memorandum of understanding shall be in full force and effect from the date it is executed by both parties and continue so long as pre-event contracts for debris removal and/or monitoring services are in effect for Region 6 and Jefferson County is a participating county. Either party may terminate for any reason upon thirty (30) days' notice to the other party.

Executed on this the _____ day of _____, 20__.

_____, Chairperson
_____ County Commission

_____, City Manager
City of Vestavia Hills

_____, Mayor
City of Vestavia Hills

ORDINANCE NUMBER 3078

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT TO IMPLEMENT A SETTLEMENT AGREEMENT CONCERNING LITIGATION IN WHICH THE CITY RECEIVES A SHARE OF THE SETTLEMENT PROCEEDS PURSUANT TO A SETTLEMENT FRAMEWORK TO BE IMPLEMENTED BY A COURT-APPOINTED SPECIAL MASTER BASED ON CERTAIN DATA.

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

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Vestavia Hills, Alabama. The City of Vestavia Hills has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into a Settlement Agreement with Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. (“Endo”), which includes the claims for the State of Alabama’s local governments, including the City of Vestavia Hills;

WHEREAS, the State of Alabama has proposed an Endo Settlement Sign-On Agreement to the local governments which the City of Vestavia Hills finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA,

1. That the City of Vestavia Hills finds that participation in the Endo Settlement, Settlement Agreement and Sign-On Agreement is in the best interest of the City of Vestavia Hills and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

2. That the City of Vestavia Hills hereby expresses its support for the Endo Settlement and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

3. That the Mayor and the City Manager are hereby authorized to execute and deliver an agreement concerning a certain settlement of a lawsuit in order to accept an allocation of said settlement pursuant to a framework that will be implemented by a Court-Appointed Special Master, to be calculated on a pro-rata basis utilizing allocation metrics and data and to execute any formal agreements necessary to implement the Endo Settlement and plan for the allocation and use of Settlement Funds.

4. That the Mayor and the City Manager are authorized to take such other action as necessary and appropriate to effectuate the City of Vestavia Hills' participation in the Endo Settlement.

5. This Ordinance Number 3078 shall become effective upon adoption and approval.

ADOPTED and APPROVED this the 13th day of December.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5367

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE ACCESSORY STRUCTURES AND OTHER ITEMS NEEDED FOR THE DOGPARK AT SHAC TO BE REIMBURSED BY A GRANT FROM THE STATE OF ALABAMA MINE LAND RECLAMATION ECONOMIC DEVELOPMENT PILOT PROGRAM APPROVED BY RESOLUTION NUMBER 5274

WHEREAS, dog parks are popular within local communities and residents of the City of Vestavia Hills are desirous of dog parks to be located in various park locations of the City; and

WHEREAS, on October 26, 2020, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 5274 to construct and equip a dog park at SHAC to be funded by a grant through the State of Alabama Mine Land Reclamation Economic Development Pilot Program in an amount not to exceed \$300,000; and

WHEREAS, bids were let for construction, fencing, etc., of the dog park; and

WHEREAS, the Director of Public Services has identified the structures and amenities needed in order to equip and operate the dog park, including, but not limited to a dog wash station, shade pavilion and other amenities such as benches, water fountains, etc.) which are detailed in a memorandum dated December 8, 2021; a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5367 as if written fully therein; and

WHEREAS, said structures and amenities are needed for safe and effective operation of said dog park and are fully funded through reimbursement of the above detailed grant; and

WHEREAS, the Mayor and City Council agree that purchase of said items are in the best interest of the public for the operation of the dog park.

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

1. The City Manager is hereby authorized to purchase structures and amenities in an amount equivalent to the funding of the grant in excess of the approved bid expenditures for a total project cost of \$300,000; and
2. Said qualifying expenses shall be reimbursed through the above referenced grant; and
3. This Resolution shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

INTEROFFICE MEMO

Date: December 8, 2021

TO: Jeff Downes
City Manager

From: Brian Davis
Director of Public Services

RE: SHAC Dog Park Amenities

Per our discussion concerning the purchases outside of Pennington Group's contract for the SHAC Dog Park, we need to get approval from the council for the following items:

Dog Wash Station	\$47,558
Shade Pavilion	\$25,996
Amenities (benches, water fountains)	\$22,824

The funding source for the dog park is a grant provided by the Mine Reclamation Act in the amount of \$300,000. These costs fall within the total amount of the grant.

The Pavilion is a Sourcewell cooperative contract.

After a conversation with Mr. Boone about the Dog Wash Station, benches and water fountains, because these are attached to the ground, it is considered a Public Works project; therefore, the cap for these purchases is \$50,000 each. (Mr. Boone's opinion is attached)

I am requesting council action at their earliest convenience to continue moving the construction forward.

CC: Rebecca Leavings

ORDINANCE NUMBER 3063

AN ORDINANCE AMENDING ORDINANCE NUMBER 2665 AND SECTION 5-71 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL BUILDING CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2665 AND SECTION 5-71 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-71. International Building Code adopted.

- (a) A certain document, a copy of which is on file in the Office of the Department of Building Safety of the City being marked and designated as the *International Building Code, 2021* edition, including appendix chapters B E, F, G, H, I, J and K, as published by the International Code Council, be and is hereby adopted as the *Building Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the conditions essential to provide that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said *Building Code* on file in the Office of the Department of Building Safety, are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection (b)
- (b) The following sections are added or hereby revised in its entirety to read as follows:

101.1. Title. These regulations shall be known as the *Building Code of the City of Vestavia Hills, Alabama*, hereinafter referred to as "this code."

101.4.4 Property Maintenance. The provisions of “The City of Vestavia Hills Property Maintenance Code” shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.8 Electrical. The current published edition provisions of the *National Electrical Code* shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment appliances, fixtures, fittings and appurtenances thereto.

103.1 Creation of agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of the code.

105.2 Work Exempt From Permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

6. Sidewalks. not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of any accessible route
7. Painting
8. Temporary motion picture, television and theater stage sets and scenery
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems
11. Swings and other playground equipment accessory to detached one- and two-family dwellings
13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. An electronic set of documents shall also be submitted on a CD saved as a PDF file. The construction documents shall be prepared by a registered design professional present to section 107.1.1 where required by the City of Vestavia Hills. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

107.1.1 All Building Plans Shall Be Prepared by a Design Professional. The design professional shall be an architect or engineer legally registered under the laws of the State of Alabama regulating the practice of architecture or engineering and shall affix his/her official seal to said drawings. Engineered plans shall be submitted for electrical, mechanical and plumbing work including specifications

and accompanying data. All group occupancies excluding R-3 (single family homes) shall be designed by an architect.

109.2 Fee Schedule. See ARTICLE III. FEES.

109.6 Fee Refunds. See ARTICLE III. FEES.

703.8 Fire Resistance Wall Rating field construction. All Fire Barriers, Fire Partitions, Smoke Barriers, and Smoke Partition shall extend to the floor or roof deck above. Walls shall not stop at I-Beams. Wall construction shall wrap around the I-Beams and extend to the deck above. Sheetrock shall be installed on both sides of all rated walls and shall extend to the deck above. Sheetrocking only one side of the wall is not permitted.

803.16 Wood interior finish on walls and ceilings. All types and species of wood that are install as an interior finish material on walls and ceilings shall be protected with an Intumescent Fire-Retardant Paint. Intumescent Fire-Retardant Paint shall be installed in accordance with the manufacture installation instructions. Alternate methods of protection can be approved by the Building Official and Fire Marshall.

1013.1 Where required. Delete exception 1.

1013.1.1 Exit Signs. Exit signs shall not be located more than 4 feet above the exit door.

TABLE 1020.2
CORRIDOR FIRE RESISTANCE RATING

REQUIRED FIRE-RESISTANCE RATING (hours)			
OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	WITHOUT SPRINKLER SYSTEM	WITH SPRINKLER SYSTEM^{c,d}
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	1 ^d
R	Greater than 10	Not Permitted	0.5
I-2 ^a , I-4	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1 ^b

^a For requirements for occupancies in Group I-2, See Sections 407.2 and 407.3.

^bFor a reduction in the fire-resistance rating for occupancies in Group I-3, See Section 408.8.

^cBuildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 where allowed.

^dGroup A, B & E occupants in a building exceeding 3000 square feet gross area and/or buildings of any occupancy group occupied by two or more tenants where the Common path of egress travel is through corridors, lobbies, shafts or open vertical exit enclosures shall be protected with walls in accordance with Section 711 (smoke partitions)

1210.2.2.1 Surrounding Material. Tile or sealed masonry shall be required in Group A, E, M, and B occupancies. Approved alternate material may be used in business occupancies less than 1500 square feet in area.

1612.3 Establishment of Flood Hazard Areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and support data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for City of Vestavia Hills, Alabama," dated September 3, 2010 or current effective date, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard Map and Supporting Data as amended or revised are hereby adopted by reference and declared to be a part of this section."

P2902.2 Separate Facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exception:

1. Separate facilities shall not be required for dwelling units and sleeping rooms.
2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 20 or fewer.
3. Separate facilities shall not be required in mercantile occupancies in which the maximum occupant load is 100 or fewer.
4. Separate facilities shall not be required in in business occupancies in which the maximum occupant load is 25 or fewer."

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3063 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3063 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the _____ day of _____, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3064

AN ORDINANCE AMENDING ORDINANCE NUMBER 2666 AND SECTION 5-81 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2666 AND SECTION 5-81 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-81. – International Energy Conservation Code adopted.

(1) A certain document, a copy of which is on file in the Office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Energy Conservation Code, 2021* edition, as published by the International Code Council, be and is hereby adopted as the *Energy Conservation Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said *Energy Conservation Code* on file in the Department of Building Safety, are hereby referred to, adopted, and made a part hereof, as if fully set out in this section with the additions, insertions, deletions and changes, if any, prescribed in Section 2.

(2) The following sections are added or hereby revised in their entirety to read as follows:

C101.1 Title. This code shall be known as the *International Energy Conservation Code of City of Vestavia Hills*, and shall be cited as such. It is referred to herein as “this code.”

R101.1 Title. This code shall be known as the *International Energy Conservation Code of City of Vestavia Hills*, and shall be cited as such. It is referred to herein as “this code.”

R101.1.1 The Alabama Energy and Residential Codes Board. The State of Alabama Energy and Residential Codes Board (AERC) current adoption and amendments shall be enforced.

C104.2.1 Fee Schedule. See ARTICLE III. FEES.

R104.2.1 Fee Schedule. See ARTICLE III. FEES.

C104.3.1 Violation Penalties. See ARTICLE I ADMINISTRATION.

R104.3.1 Violation Penalties. See ARTICLE I ADMINISTRATION.

C104.5 Fee Refund. See ARTICLE III. FEES

R104.5 Fee Refund. See ARTICLE III. FEES

C109.5 Stop Work Orders. See ARTICLE I ADMINISTRATION.

R109.5 Stop Work Orders. See ARTICLE I ADMINISTRATION.

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3064 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3064 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 20th day of December, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3065

AN ORDINANCE AMENDING ORDINANCE NUMBER 2667 AND SECTION 5-91 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL EXISTING BUILDING CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2667 AND SECTION 5-91 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-91. – International Existing Building Code adopted.

(a) A certain document, a copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills being marked and designated as the *International Existing Building Code, 2021* edition, including Appendix Chapters A, B, C, and Resource A as published by the International Code Council, be and is hereby adopted as the *Existing Building Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said *Existing Building Code* on file in the Office of the City of Vestavia Hills are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).

(b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *Existing Building Code of the City of Vestavia Hills*, hereinafter referred to as “this code.”

108.2.1 Fee Schedule. See ARTICLE III. FEES.

113.4 Violation Penalties. See ARTICLE I ADMINISTRATION.

114.3 Stop Work Orders. See ARTICLE I ADMINISTRATION.

1302.8 General. A building or part of any building shall not be moved through or across any sidewalk, street, alley or highway within the corporate limits without first obtaining a permit from the Department of Building Safety.

1302.8.1 Written Application. Any person desiring to move a building shall first file with the Building Official a written application setting forth the following information:

1. Type and kind of building to be moved
2. The original cost of such building
3. The extreme dimensions of the length, height and width of the building
4. Its present location and proposed new location by lot, block, subdivision and street numbers
5. The approximate time such building will be upon the streets, and contemplated route that will be taken from present to new location

1302.8.2 Permit Refusal. If in the opinion of the Building Official, Engineering Department, or Police Department the moving of any building will cause serious injury to persons or property or serious ~~injury~~ damage to the streets or other public improvements, or the building has deteriorated more than 50 percent of its current value by fire or other element, or the moving of the building will violate any of the requirements of this code or of the zoning regulations, the permit shall not be issued and the building shall not be moved over the streets. Any building being moved for which a permit was granted, shall not be allowed to remain in or on the streets for more than 48 hours and shall not block any street, road or thoroughfare.

1302.8.3 Bond Required. The Building Official, as a condition precedent to the issuance of such permit, shall require a bond to be executed by the person desiring such removal permit with corporate surety to his satisfaction. Such bond shall be made payable to the City of Vestavia Hills for the amount of Ten Thousand Dollars (\$10,000.00). It shall indemnify the City against any damage caused by the moving of such building to streets, curbs, sidewalks, shade trees, highways and any other property which may be affected by the moving of a building. Such surety bond shall also be conditioned upon and liable for strict compliance with the terms of said permit, as to route to be taken and limit of time in which to effect such removal and to repair or compensate for the repair and to pay said applicable governing body as liquidated damages an amount not exceeding \$50.00 to be prescribed by the Building Official for each and every day of delay in completing such removal or in repairing any damages to property or public improvement or in clearing all public streets, alleys or highways of all debris occasioned thereby. The contractor shall provide Certificate of Liability Insurance in the amount of a \$1 million (\$1,000,000.00).

1302.8.4 Notice of Permit. Upon the issuance of said moving permit, the Building Official shall cause notice to be given to the Engineering Department, Chief of Fire and Chief of Police. The Engineering Department and Police

Department shall set forth in all notices the route that will be taken, time started, and approximate time completion.

1302.8.5 Public Safety Requirements. Every building which occupies any portion of public property after sundown shall have sufficient lights continuously burning between sunset and sunrise for the protection of the public.

There shall be a minimum of five red lights placed on each street side of the building. Such red lights shall be attached to the building in such a fashion as to indicate extreme width, height, and size.

In addition to the red lights on the building, flares shall be placed at regular intervals for a distance of 200 ft (61 m) up to the street on each side of the building.

When more than 50 percent of the street, measured between curbs, is occupied at night by the building, or when, in the opinion of the Building Official, flagmen are necessary to divert or caution traffic, the owner or person moving such building shall employ at his expense, two flagmen, one at each street intersection beyond the building. Such flagmen shall in accordance with City Ordinance and remain at these intersections diverting or cautioning traffic from sunset to sunrise. Red lights shall be employed in flagging traffic at night.

1302.8.6 Improvements by Owner. The owner of any house, building, or structure proposed to be moved shall make all necessary improvements required in order for said house, building or structure to comply with the requirements of this Code within 90 days from the date of the issuance of the moving permit. Extensions of such time as deemed reasonable may be granted by the Building Official upon a showing of delay caused by matters beyond the control of the owner or house mover. The application for the moving permit, accompanied by complete plans and specifications showing the changes or conditions of said house, building, or structure as the same is proposed to be when moving, and all contemplated improvements, signed by the owner or the owner's agent.

1401.2 Applicability. Structures existing prior to July 16, 1952 in which there is work involving additions, alterations or changes of occupancy shall be made to conform to the requirements of this chapter or the provisions of Chapters 5 through 13. The provisions of Sections 1401.2.1 through 1401.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, I-2, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or I-1, I-3 or I-4.”

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3065 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number //// 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 20th day of December, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3066

AN ORDINANCE AMENDING ORDINANCE NUMBER 2668 AND SECTION 5-101 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2668 AND SECTION 5-101 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-101. – International Residential Code adopted.

- (a) A certain document, a copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Residential Code, 2021* edition, including appendix chapters AA, AB, AC, AD, AE, AF, AG, AH, AJ, AK, AM, AN, AO, AP and AQ as published by the International Code Council, be and is hereby adopted as the *Residential Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said residential code on file in the Office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).
- (b) The following sections are added or hereby revised in their entirety to read as follows:

R101.1 Title. These provisions shall be known as the *Residential Code for One- and Two-Family Dwellings of the City of Vestavia Hills*, and shall be cited as such and will be referred to herein as "this code."

103.1 Creation of agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of the code.

R105.2 Work Exempt from Permit. Exemption from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

5. Sidewalks
6. Painting, papering, flooring, and carpeting
7. Prefabricated swimming pools that are less than 24 inches (610mm) deep
8. Swings and other playground equipment

R106.1.6 Construction Plans.

An electronic set of construction documents shall be submitted for review on a CD saved as a PDF file along with one set of paper construction documents.

R108.2.1 Fee Schedule. See ARTICLE III. FEES.

R113.5 Violation Penalties. See ARTICLE I ADMINISTRATION.

R114.3.1 Stop Work Orders. See ARTICLE I ADMINISTRATION.

R203 Sleeping Room. Rooms that have a closet shall be classified as a sleeping room and shall meet all emergency egress safety requirements out of that room. The building official or his/her designee may grant exceptions if a room, by its design, cannot function as a sleeping room. Sewing rooms, dens, studios, lofts, game rooms, and any other conditioned room along an exterior wall which is 70 square feet or greater in size will be considered to be sleeping rooms unless the room is specifically exempted. If a home office, library or similar room is proposed, it may be exempted from being considered a sleeping room if there is no closet and at least one of the following is present: a) permanently built-in bookcases, desks and other feature that encumber the room in such a way that it cannot be used as a sleeping room; b) a minimum 4 foot opening, without doors, into another room; or c) a half wall (4 foot maximum height) between the room and another room.

Table R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	FLOOD HAZARDS ¹
	Speed	Topographic effects	Special wind region	Windborne debris zone		
5 PSF	115 MPH	No	No	No	B	Ord. 1688 9/3/2010
SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	AIR FREEZING INDEX	MEAN ANNUAL TEMP
Weathering	Frost line depth	Termite				
Moderate	12 IN	Very Heavy	21°F	No	96	62°F
MANUAL J DESIGN CRITERIA/Birmingham AP Outdoor Design Conditions						
Elevation	Altitude correction factor	Coincident wet bulb	Indoor winter design dry-bulb temp	Outdoor winter design dry-bulb temp	Heating temperature difference	
644	0.97	75°F	70°F	23°F	47°F	
Latitude	Daily range	Indoor summer design relative humidity	Indoor summer design dry-bulb temp	Outdoor summer design dry-bulb temp	Cooling temperature difference	
33	M	45%	75°F	92°F	17°F	

1. Ordinance 1688 was the first adopted enforcement ordinance for the management of flood hazard areas in the City of Vestavia Hills, as amended. The most recent update to the flood insurance study is for the Cahaba River Watershed dated 9/24/2021. City Ordinance 2916, as amended, Article 2 Section B, stipulates the adoption the most current FEMA Flood Insurance Study, "and any revisions".

R302.6.1 Alternate provisions. As an alternate to R302.6, the structure shall be protected by an approved NFPA 13d fire sprinkler system. Installation of said system shall be approved by the Fire Marshal. Sprinkler heads shall be installed in the following locations:

1. Two sprinkler heads in attached garages and basements in each automobile parking space
2. One sprinkler head over each water heater and furnace area if located in basement or garage
3. Two sprinkler heads in the kitchen
4. One sprinkler head in laundry rooms
5. Unsprinklered areas of the basement must be separated from the garage with 1/2" gypsum wallboard applied to the garage side and with opening protection as required by Section R302.5.1

R309.5 Fire Sprinklers. This section shall be deleted in its entirety.

R312.2.3 Window opening control devices limitations. Window opening control device shall not be used in a bedroom on new construction of residential homes, 2nd story additions and bedroom additions to existing homes.

R313.2 One-and Two-Family Dwellings Automatic Fire Systems. This section shall be deleted in its entirety.

R314.3.2 Heat Detector. Heat Detectors shall be installed in basements and garages where a vehicle can be parked. Heat Detectors shall be interconnected to the smoke detection system for the dwelling.

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for all buildings to include extensive renovations and the addition of stories to an existing structure. Existing footings for additional stories shall comply with section R403.1.1.1. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2 (1) shall meet the provisions of Section R322. Wood foundations shall be designed and installed in accordance with AWC & PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a roof
2. When interior basement and foundations wall are constructed at intervals not exceeding 50 feet (15 240mm)

Wood foundations in Seismic Design Category D^o, D¹, or D², shall be designed in accordance with accepted engineering practice.

R401.4.3 Foundation. Footings and foundations for new constructions and additions installed on a lot or parcel that has an average grade slope exceeding 1/3 shall be designed by a State of Alabama licensed engineer. A geotechnical engineer shall be required to evaluate the site and inspect the footings and foundations.

R403.1.1.1 Minimum Size Required on All Footings. The minimum size for concrete footings and reinforcement shall be:

- Exterior Walls: 10" thick by 24" width with 2 #4 rods continuous
- Interior Piers: 12" thick by 24" square width with 4 #4 rods
- Interior Grade Beams: 8" thick by 18" width with 2 #4 rods continuous

N1101.1.1 The Alabama Energy and Residential Codes Board. The State of Alabama Energy and Residential Codes Board (AERC) current adoption and amendments to Chapter 11 shall be enforced.

M1411.3.1.3 Auxiliary Drain Pan in Crawlspace.

Units installed in a crawlspace area shall have an auxiliary (secondary) drain pan under the unit to catch overflow of the primary drain of the unit. Drain pan shall comply with section M1411.3.1.

P2603.5.1 Sewer Depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 6 inches (152 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 6 inches (152 mm) below grade.

P2801.9 Water Heaters Installed in Attics. Attics containing a water heater shall be provided with an opening and unobstructed passageway large enough to allow removal of the water heater. The passageway shall not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length when measured along the centerline of the passageway from the opening to the water heater. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space at least 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm) where such dimensions are large enough to allow removal of the water heater. An automatic shutoff valve and water sensor shall be installed to protect rooms below.

P3002.1.1 Pipe installed under slabs. Drain and waste pipe installed in the ground and under slabs shall be polyvinyl chloride (PVC) plastic pipe schedule 40 or better.

P3114.2 Installation of Air Admittance Valves. The air admittance valves shall be approved by the Building Official before installation. The valves shall not be used in new construction or additions where a vent thru the roof is available. If the valve is approved, it shall be installed in accordance with the requirements of this section and the manufacturer's installation instructions. Air admittance valves shall be installed after the DWV testing required by Section P2503.5.1 or P2503.5.2 has been performed.”

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3066 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this the 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3066 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the _____ day of _____, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3067

AN ORDINANCE AMENDING ORDINANCE NUMBER 2669 AND SECTION 5-111 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL PLUMBING CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2669 AND SECTION 5-111 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-111. – International Plumbing Code adopted.

- (a) A certain document, one (1) copy of which are on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Plumbing Code, 2021* edition, including Appendix Chapters B, C, D, and E as published by the International Code Council, be and is hereby adopted as the *Plumbing Code of the City of Vestavia Hills*, in the State of Alabama, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).
- (b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *International Plumbing Code of City of Vestavia Hills* hereinafter referred to as “this code.”

103.1 Creation of agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of the code.

109.2.1 Fee Schedule. See ARTICLE III. FEES.

109.5 Fee Refund. See ARTICLE III. FEES

113.4.1 Stop Work Orders. See ARTICLE I ADMINISTRATION.

115.4.1 Violation Penalties. See ARTICLE I ADMINISTRATION.

305.4.1 Sewer Depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 6 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 6 inches below grade.

403.2 Separate Facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exception:

1. Separate facilities shall not be required for dwelling units and sleeping rooms.
2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 20 or fewer.
3. Separate facilities shall not be required in mercantile occupancies in which the maximum occupant load is 100 or fewer.
4. Separate facilities shall not be required in in business occupancies in which the maximum occupant load is 25 or fewer.

410.2 Small Occupancies. Drinking fountains shall not be required for an occupant load of 20 or fewer.

410.4.1 Water Dispensers. Water dispensers shall be permitted to be substituted for a typical drinking fountain in Group B with an occupant load of less than 30 and in M occupancies with an occupant load of less than 50. Water dispensers shall connect to a water supply and use a touch or touchless sensor activation. Water dispensers shall be approved by the Building Official.

702.2.1 Pipe installed in the ground and under slabs. Cellular Core PVC pipe shall not be installed as drain and waste pipe in the ground or under slabs. PVC pipe shall be schedule 40 or better.

903.1 Roof Extension. All open vent pipes that extend through a roof shall be terminated at least 6 inches above the roof, except where a roof is to be used for any purpose other than weather protection. Then the vent extensions shall be run at least 7 feet (2134mm) above the roof.

918.2 Installation of Air Admittance Valves. The air admittance valves shall be approved by the Building Official before installation. The valves shall not be used in new construction or additions where a vent thru the roof is available. If the valve is approved, it shall be installed in accordance with the requirements of this section and the manufacturer's installation instructions. Air admittance valves shall be installed after the DWV testing required by Section 312.2 or 312.3 has been performed."

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3067 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this the 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3067 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the _____ day of _____, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3068

AN ORDINANCE AMENDING ORDINANCE NUMBER 2670 AND SECTION 5-121 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL MECHANICAL CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2670 AND SECTION 5-121 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-121. – International Mechanical Code adopted.

- (a) A certain document, one (1) copy of which are on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Mechanical Code, 2021* edition, as published by the International Code Council, be and is hereby adopted as the *Mechanical Code of the City of Vestavia Hills*, in the State of Alabama regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).
- (b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *Mechanical Code of City of Vestavia Hills*, hereinafter referred to as “this code.”

103.1 Creation of agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of the code.

109.2.1 Fee Schedule. See ARTICLE III. FEES.

109.6 Fee Refund. See ARTICLE III. FEES.

113.4.1 Stop Work Orders. See ARTICLE I ADMINISTRATION.

115.4.1 Violation Penalties. See ARTICLE I ADMINISTRATION.

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3068 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3068 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the _____ day of _____, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3069

AN ORDINANCE AMENDING ORDINANCE NUMBER 2671 AND SECTION 5-131 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL FUEL GAS CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2671 AND SECTION 5-131 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-131. – International Fuel Gas Code adopted.

- (a) A certain document, one (1) copy of which are on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Fuel Gas Code, 2021* edition, including Appendix Chapters A, B, and C (see International Fuel Gas Code Section 101.3, 2021 edition), as published by the International Code Council, be and is hereby adopted as the *Fuel Gas Code of the City of Vestavia Hills*, in the State of Alabama for regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).
- (b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *Fuel Gas Code of City of Vestavia Hills*, hereinafter referred to as “this code.”

103.1 Creation of agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of the code.

109.2.1 Fee Schedule. See ARTICLE III. FEES.

109.6 Fee Refund. See ARTICLE III. FEES.

115.4.1 Violation Penalties. See ARTICLE I ADMINISTRATION.

116.4.1 Stop Work Orders. See ARTICLE I ADMINISTRATION. “

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3069 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3069 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 20th day of December, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3070

AN ORDINANCE AMENDING ORDINANCE NUMBER 2672 AND SECTION 5-141 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2020 NATIONAL ELECTRICAL CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2672 AND SECTION 5-141 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-141. – National Electrical Code adopted.

A certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Vestavia Hills, the Vestavia Hills Library and the Vestavia Hills Building Inspections Department, being marked and designated as the 2020 National Electrical Code be and is hereby adopted as the Electrical Code of the City of Vestavia Hills in the State of Alabama regulating and governing the design, construction, quality of materials, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Electrical Code on file in the above mentioned locations in the City of Vestavia Hills are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed below.

(1) Exceptions to Permit Requirements.

No permit shall be required for the following installations or repairs:

- (a) Minor repairs
- (b) The installation of wiring, devices or equipment for telephone, telegraph, district messenger or telautograph systems, or any signaling systems (other than commercial radio systems) operating at fifty (50) volts or less when installed by a public utility subject to regulations as such by the Alabama Public Service Commission
- (c) For the installation, maintenance or repair of electrical service of a public utility corporation regulated by the Alabama Public Service Commission

(2) Unsafe Electrical Installations--Generally.

All electrical installations, regardless of type, which are unsafe or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety by reason of inadequate maintenance, dilapidation,

obsolescence or abandonment are, severally in contemplation of this section, Unsafe Electrical Installations. All such unsafe electrical installations are hereby declared illegal and shall be abated by repair or removal. Where, in the opinion of the Building Official, the hazard involved is sufficient to warrant disconnection of electricity, he shall then disconnect or order the utility company to disconnect immediately.

(3) Existing Installations.

The Department of Building Safety shall inspect or cause to be inspected at regular intervals existing electrical installations in all buildings where a high life hazard exists, such as places of public assembly and education occupancies.

(4) Qualification of Electricians.

Any person who desires to install electrical wiring within the City that is not exempt from a permit shall produce good and sufficient evidence to the Building Official that he/she is competent to do the work. Sufficient evidence shall be the following: Master electrical license from The State of Alabama

(5) Electrical Permit--Required.

No person or homeowner shall install any wiring, device or equipment for the transmission, distribution or utilization of electrical energy for light, heat, power or radio, or the alteration, repair or addition to any existing wiring, the installation of which is regulated by this article, or shall cause any such work to be done, without first making application to the Department of Building Safety and obtaining a permit. Only competent individuals with sufficient evidence under "Qualification of Electricians" shall be permitted to perform electrical work within the City of Vestavia Hills.

(6) Copper Wiring

Copper wiring shall be used within a structure in the city, including wiring of ranges, washing machines and dryer circuits, with the exception that aluminum conductors may be used from the meter socket to the panel.

334.12.1 Nonmetallic-Sheathed Cable. Nonmetallic-Sheathed Cable shall not be used in wood framed commercial type buildings with the exception of inside individual apartment units.

410.36 (B) (1) Means of Support. Luminaires shall be supported on all corners of the fixture independent from ceiling grid.

(7) Emergency Backup Power.

- a) *[Required.]* Emergency backup power will be required in all new buildings built under the International Building Code for retirement and assisted living establishments and Institutional Group I-1, I-2, I-3, I-4 [day care] and all residential R2 that are classified independent senior living; and
- b) *[Capabilities.]* All backup power shall have the capability to handle all emergency life safety equipment listed in the International Building and Fire Codes including, but not limited to:
 - a. Emergency lighting
 - b. Exit lights
 - c. Telephone system
 - d. Fire alarm systems
 - e. Minimum one (1) elevator egress for facilities two (2) stories or more
 - f. Room smoke detectors or corridor smoke detectors
 - g. Means of illuminated egress [corridors and stairs]
 - h. Standby power shall be permanently installed and capable of automatic transfer without loss of services other than transfer time and approved for location
 - i. One (1) heated area in a central area for cold weather emergencies
- c) *[Installation and maintenance.]* All requirements must meet the most recently adopted International Building and Fire Codes for installation and maintenance requirements; and
- d) *[Exception.]* An exception shall be granted to I-4 [day care] occupancies with written and implemented policies in place for emergency pickup; and
- e) *[Remedial compliance.]* Emergency backup power will be required in all existing retirement and assisted living establishments including institutional group I-1, I-2, I-3, I-4 [day care] and all residential R2 that are classified independent senior living. The Ordinance creating this section [Ordinance Number 2080] is hereby declared to be remedial with compliance required within three (3) years of the effective date of this section [March 7, 2005].
- f) *[Violation penalties.]* Persons who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Building Official, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- g) *[Abatement of violation.]* In addition to the imposition of the penalties herein described, the Fire Code Official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.”

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3070 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 20th day of Decmeber, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3070 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 20th day of December, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3071

AN ORDINANCE AMENDING ORDINANCE NUMBER 2673 AND SECTION 5-151 OF THE VESTAVIA HILLS CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, THAT ORDINANCE NUMBER 2673 AND SECTION 5-151 OF THE VESTAVIA HILLS CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

“Sec. 5-151. – International Swimming Pool and Spa Code adopted.

(a) A certain document, a copy of which is on file in the office of the Department of Building Safety of the City of Vestavia Hills, being marked and designated as the *International Swimming Pool and Spa Code, 2021* edition, as published by the International Code Council, be and is hereby adopted as the *Swimming Pool and Spa Code of the City of Vestavia Hills*, in the State of Alabama, for regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Pool and Spa Code on file in the office of the Department of Building Safety are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section (b).

(b) The following sections are added or hereby revised in its entirety to read as follows:

101.1 Title. These regulations shall be known as the *Swimming Pool and Spa Code of City of Vestavia Hills*, hereinafter referred to as “this code.”

103.1 Creation of agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of the code.

108.2.1 Fee Schedule. See ARTICLE III. FEES.

108.6 Fee Refund. See ARTICLE I ADMINISTRATION.

113.4.1 Violation Penalties. See ARTICLE I ADMINISTRATION.

114.4.1 Stop Work Orders. See ARTICLE I ADMINISTRATION.

305.9 Swimming Pool Barriers. The permit holder for the installation of a swimming pool shall be required to comply with all of the Barrier Requirements in section 305.”

SEVERABILITY:

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.

EFFECTIVE DATE:

This Ordinance Number 3071 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this 20th day of December, 2021

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3071 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 20th day of December, 2021, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3072

AN ORDINANCE TO AMEND SECTION 6-16, VESTAVIA HILLS CODE OF ORDINANCES, REPUBLISHED 2013 ENTITLED "CODES ADOPTED;" TO REPEAL ORDINANCE NUMBER 2553 AND TO ADOPT THE 2021 INTERNATIONAL FIRE PREVENTION CODE FOR THE CITY OF VESTAVIA HILLS, ALABAMA

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

SECTION 1. That the 2021 International Fire Prevention Code, with officially approved revisions and changes as detailed in "Exhibit A," a copy of which is attached to and incorporated into this Ordinance Number 3072 as though written fully therein and thereto, said revised Code is hereby adopted by reference and incorporated as is set out and fully herein.

SECTION 2. Ordinance Number 2553 and any Ordinance or parts of Ordinances in conflict with the provisions contained herein are hereby repealed.

SECTION 3. This ordinance shall become effective immediately following publishing/posting as required by Alabama law.

APPROVED and ADOPTED this the 20th day of December, 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 # 3072 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 20th day of December, 2021 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

101.1 Title. These regulations shall be known as the *Fire Code* of the City of Vestavia Hills, hereinafter referred to as “this code.”

111 Delete section 111 in its entirety (including sections 111.1-111.4) and replace with the following:

111 Means of Appeals

111.1 General. Appeals of orders, decisions, and determinations made by the fire official related to the application and interpretation of this code shall be heard by the Vestavia Hills Board of Zoning Adjustment pursuant to and according to the appeal procedures set forth therein. Appeals shall be filed with the City Clerk’s Office within twenty (20) days following the date of the decision of the code official for which appeal is sought.

111.2 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed.

112.4 Delete section 112.4 in its entirety (subsection 112.4.1 shall not be affected by this deletion and shall remain a part of the Fire Code adopted by the City of Vestavia Hills) and replace with the following:

112.4 Violation penalties. Persons who shall violate a provision of the Fire Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of the Fire Code, shall be guilty of an offense against the City of Vestavia Hills punishable as provided in Section 1-5 of the *Municipal Code of the City Vestavia Hills*.

Each day that a violation continues after due notice has been served shall be deemed a separate offense.

113.4 Delete section 113.4 in its entirety and replace with the following:

113.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punished by fine as set forth Section 1-5 of the *Municipal Code of the City of Vestavia Hills, Alabama*.

SECTION 202 additions:

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or *standby personnel* when required by the *fire code official*, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {Remaining text unchanged}

903.3.1.2.2 Corridors and balconies ~~in the means of egress.~~
Sprinkler protection shall be provided in all corridors and for all
balconies. ~~in the means of egress where any of the following~~
~~conditions apply:~~
{Delete the rest of this section.}

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler*
systems installed in one- and two-family *dwellings*; Group R-3;
Group R-4, Condition 1; and *townhouses* shall be permitted to be
installed throughout in accordance with NFPA 13D or in
accordance with state law.

903.3.1.3.4 NFPA13D Sprinkler Systems shall provide coverage to attached exterior areas covered by roof.

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

The geographic limits referred to in certain sections of the 2021 International Fire Code are hereby established as follows:

5704.2.9.6.1 Limits in which the storage of class I and class II flammable liquids in above ground tanks outside of buildings is prohibited is as specified in the Fire Code and its referenced documents and is limited to the first fire district if all related requirements of the Fire Code and its referenced documents are met and meet approval of the Fire Marshal.

5706.2.4.4 Limits in which the storage of class I and class II flammable liquids in above ground tanks is prohibited is as specified in the Fire Code and its referenced documents and is limited to the first fire district if all related requirements of the Fire Code and its referenced documents are met and meet approval of the Fire Marshal.

5806.2 Limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited as specified in the Fire Code and its referenced documents and is limited to the first district if all related requirements of the Fire Code and its referenced documents are met and meet the approval of the Fire Marshal.

6104.2. Limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas is as specified in the Fire Code and its referenced documents and meet the approval of the Fire Marshal.

RESOLUTION NUMBER 5359

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 August 13, 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 20th day of December, 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 22nd day of December, 2021.

2. That on the 28th day of March, 2022, 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 5359 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:

2433 Dolly Ridge Road
Lot 35, Rocky Ridge Estates
Megan Rudolph, Owner(s)

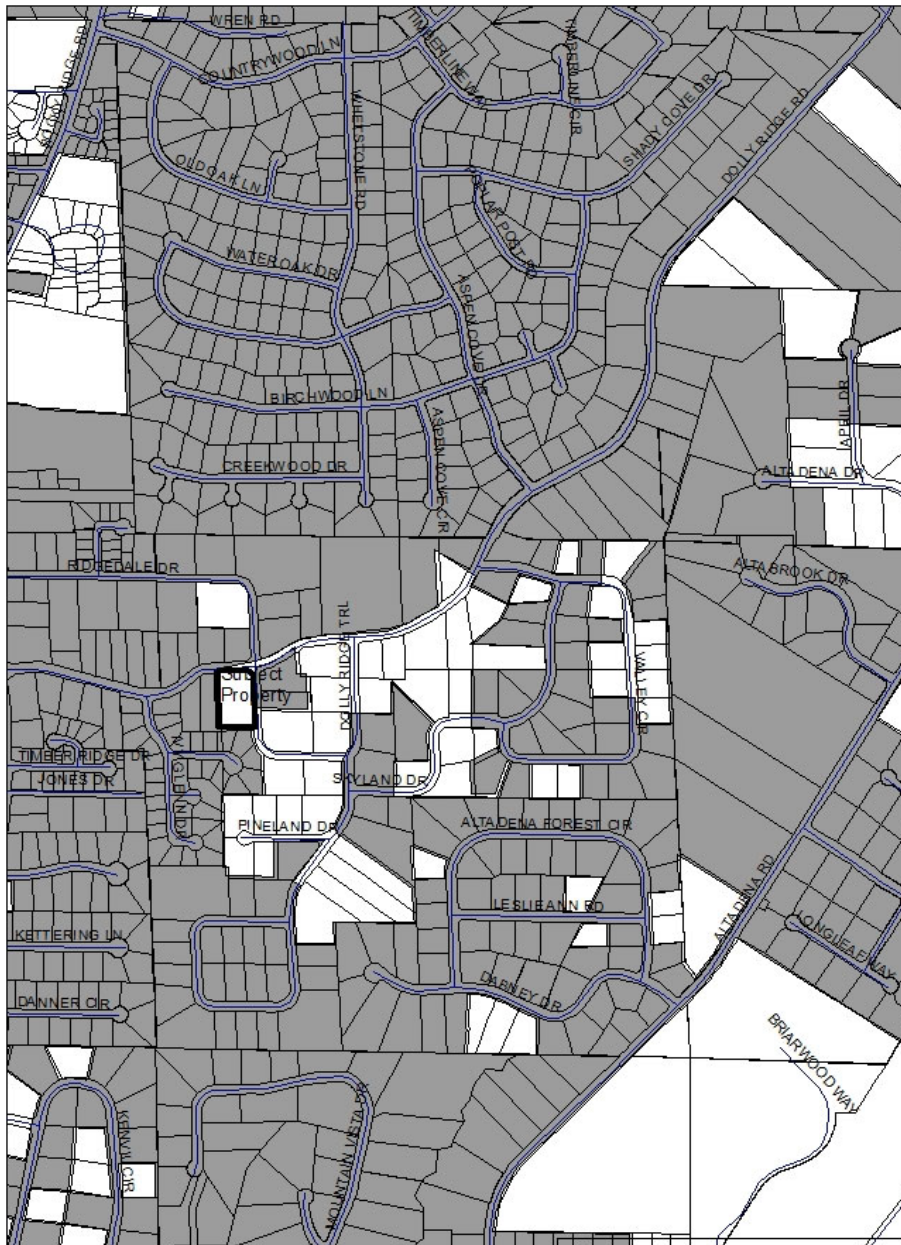
APPROVED and ADOPTED this the 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

2433 Dolly Ridge Road



Legend

 Vestavia_Hills_City_Limits

Annexation Committee Petition Review

Property: 2433 Dolly Ridge Road

Owners: Megan Rudolph

Date: 11-19-21

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

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

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

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments owner HAS A DRINKING PROJECT + HA, may require city Land DISTURBANCE permit reviews.
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$198,100. 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 205 Number in city 18+
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2433 Dolly Ridge Road

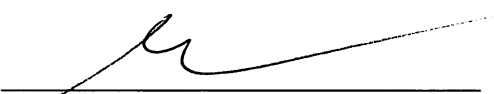
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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: pre-existing drainage concerns pertaining to a 24" pipe. Issue is being addressed

11. Information on children: Number in family 4; Plan to enroll in VH schools Yes No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 32 4 001 051.000	2433 Dolly Ridge Road Annexation
OWNER: RUDOLPH MEGAN WICKS	[111-A0] Baths: 5.5 H/C Sqft: 4,841
ADDRESS: 2433 DOLLY RIDGE RD VESTAVIA AL 35243-4637	18-034.0 Bed Rooms: 6 Land Sch: G1
LOCATION: 2433 DOLLY RIDGE RD BHAM AL 35243	Land: 154,000 Imp: 644,100 Total: 798,100
	Acres: 0.000 Sales Info: 11/01/2010 \$544,000

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

Tax Year : 2021 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$154,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	CLASS 2	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	CLASS 3	
CLASS USE:		BLDG 001	111 \$644,100
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$798,100]: \$798,100	
PREV YEAR VALUE: \$700,200.00	BOE VALUE: 0	Assesment Override: _____	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$79,820	\$518.83	\$4,000	\$26.00	\$492.83
COUNTY	3	2	\$79,820	\$1,077.57	\$2,000	\$27.00	\$1,050.57
SCHOOL	3	2	\$79,820	\$654.52	\$0	\$0.00	\$654.52
DIST SCHOOL	3	2	\$79,820	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$79,820	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$79,820	\$407.08	\$0	\$0.00	\$407.08
SPC SCHOOL2	3	2	\$79,820	\$1,340.98	\$0	\$0.00	\$1,340.98
TOTAL FEE & INTEREST: (Detail)							\$5.00
ASSD. VALUE: \$79,820.00			\$3,998.98		GRAND TOTAL: \$3,950.98		
<input type="button" value="Payoff Quote"/>							

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
201064-11671	11/30/2010		2021		\$0.00
200911-2535	11/05/2009	2/23/2021	2020	-	\$3,460.00
200763-16422	06/27/2007	1/7/2020	2019	RUDOLPH MEGAN WICKS	\$3,305.69
575-404	11/10/1969	1/7/2019	2018	BRIAN RUDOLPH	\$3,230.54
		1/9/2018	2017	BRIAN A RUDOLPH	\$3,089.26
		1/11/2017	2016	RUDOLPH BRIAN A	\$2,805.70
		1/4/2016	2015	BRIAN A RUDOLPH	\$2,805.70
		12/23/2014	2014	BRIAN A RUDOLPH	\$2,761.61
		12/23/2013	2013	BRIAN A RUDOLPH	\$2,761.61

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

Exhibit - Resolution No. 5359
2433 Dolly Ridge Road Annexation

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
====>	2433 Dolly Ridge Road	Property Address	
====>	\$ 798,100	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$79,810.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$1,640.10	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$2,294.54	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$3,934.63	Total County remits to City for split with BOE	CITY	
\$1,205.13	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$654.44	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$1,640.10	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$4,154.11	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$5,794.21	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

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: 2736 Ossa Wintha Drive

Engineering; Public Services Date: 10/29/2021 Initials: CB

2736 Ossa Wintha Drive -- no significant concerns noted; existing roadway, valley gutter, and storm inlet in fair condition; the City currently maintains this roadway; property backs to creek, but home is significantly higher to not pose a flooding concern.

Police Department: Date: 10/14/2021 Initials: J Gaston

Comments: No Problem

Fire Department: Date: 10/14/2021 Initials: RF

Comments: NIP

Board of Education: Date: 11/08/2021 Initials: SB

Comments: NIP

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: 8/13/21

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.

Phone (205) 276-4361

rudolphmw@gmail.com

EXHIBIT "A"

LOT: 35

BLOCK: Rocky Bidge Estates

SURVEY: _____

RECORDED IN MAP BOOK 28, PAGE 78 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Megan W. Rudolph</u>	Lot <u>35</u> Block <u>Rocky Ridge Estates</u> Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Megan W. Rudolph 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.

Megan W. Rudolph
Signature of Certifier

Subscribed and sworn before me this the 13 day of August, 2021.

[Signature]
Notary Public

My commission expires: 10/30/23

My Commission Expires
October 30, 2023

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Megan Rudolph
 Address: 2433 Dolly Ridge Rd.
 City: Vestavia Hills State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Alexis Rudolph	13	8 th	✓	
2.	Austin Rudolph	11	6 th	✓	
3.	Zachary Rudolph	9	3 rd	✓	
4.	Maxwell Rudolph	6	1 st	✓	
5.					
6.					

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

* Children already enrolled.

ORDINANCE NUMBER 3047

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 Megan Rudolph dated August 13, 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:

2433 Dolly Ridge Road
Lot 35, Rocky Ridge Estates
Megan Rudolph

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 20th day of December, 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 # 3047 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 20th day of December, 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

2433 Dolly Ridge Road



Legend

 Vestavia_Hills_City_Limits

RESOLUTION NUMBER 5360

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 September 7, 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 20th day of December, 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 22nd day of December, 2021.

2. That on the 28th day of March, 2022, 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 5360 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:

2736 Ossa Wintha Drive
Lot 9, Block 4, 1st Add to Altadena Valley, 5th Sector
James and Gail Freeman, Owner(s)

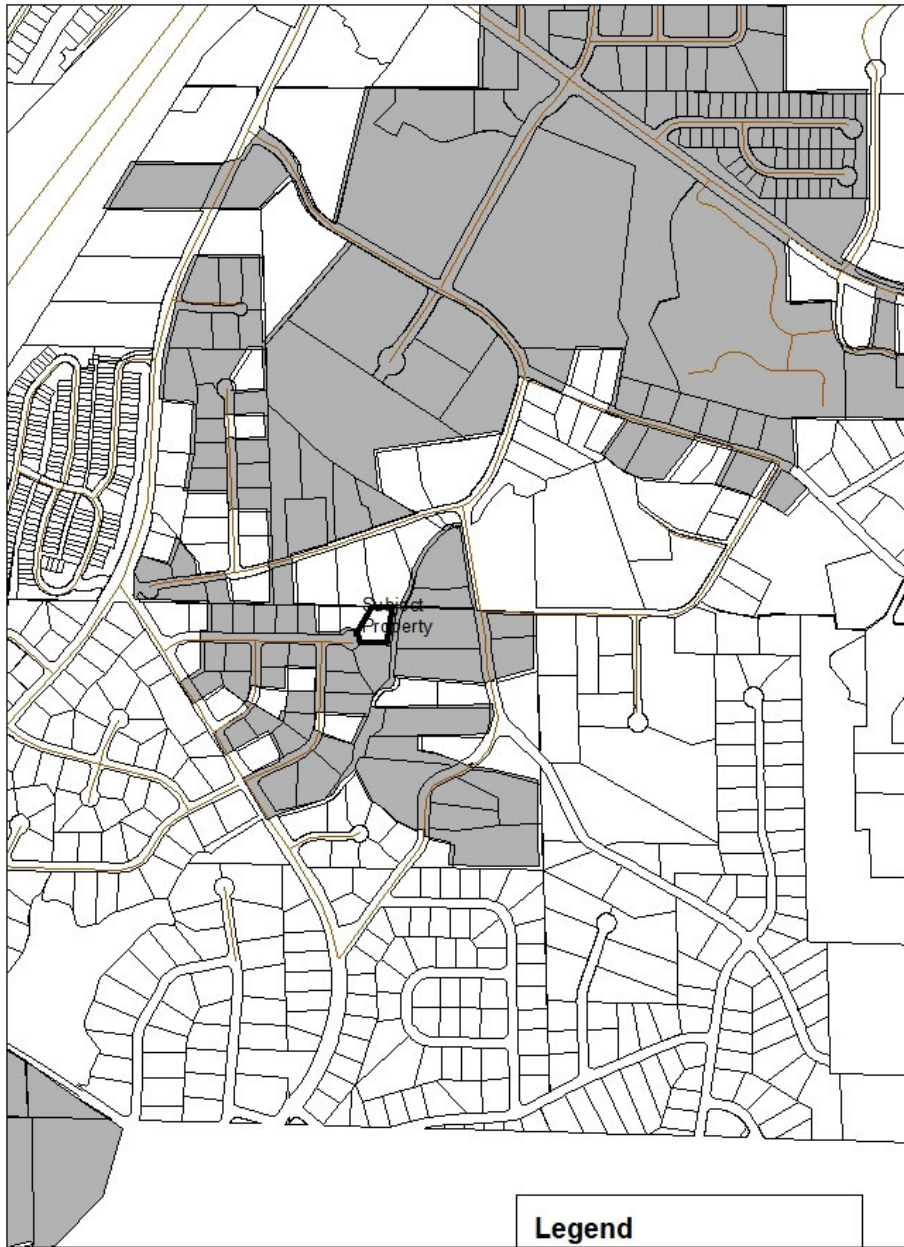
APPROVED and ADOPTED this the 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

2736 Ossa Wintha Drive



Legend

 Vestavia_Hills_City_Limits

Annexation Committee Petition Review

Property: 2736 Ossa Wintha Drive

Owners: James and Gail Freeman

Date: 11-19-21

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$258,500. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 10 Number in city 5
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: 2736 Ossa Wintha Drive


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

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 34 3 002 010.000 OWNER: FREEMAN JAMES A & GAIL B ADDRESS: 2736 OSSA WINTHA DR VESTAVIA AL 35243-2512 LOCATION: 2736 OSSA WINTHA DR BHAM AL 35243	[111-B-] 2736 Ossa Wintha Drive Annexation Baths: 2.5 H/C Sqft: 2,089 18-036.0 Bed Rooms: 3 Land Sch: G1 Land: 93,000 Imp: 174,600 Total: 267,600 Acres: 0.000 Sales Info: 07/01/1987 \$105,000
---	--

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

Tax Year : 2021 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT PROPERTY CLASS: 3 OVER 65 CODE: EXEMPT CODE: 3-2 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: \$244,900.00 BOE VALUE: 0	VALUE LAND VALUE 10% \$93,000 LAND VALUE 20% \$0 CURRENT USE VALUE [DEACTIVATED] \$0 <u>CLASS 2</u> <u>CLASS 3</u> BLDG 001 111 \$165,500 TOTAL MARKET VALUE [APPR. VALUE: \$258,500]: \$258,500 Assesment Override: <input type="text"/> MARKET VALUE: CU VALUE: PENALTY: ASSESSED VALUE:
--	---

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$25,860	\$168.09	\$25,860	\$168.09	\$0.00
COUNTY	3	2	\$25,860	\$349.11	\$2,000	\$27.00	\$322.11
SCHOOL	3	2	\$25,860	\$212.05	\$0	\$0.00	\$212.05
DIST SCHOOL	3	2	\$25,860	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$25,860	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$25,860	\$131.89	\$0	\$0.00	\$131.89
SPC SCHOOL2	3	2	\$25,860	\$434.45	\$0	\$0.00	\$434.45
ASSD. VALUE: \$25,860.00			\$1,295.59		GRAND TOTAL: \$1,100.50		
This amount may not reflect the actual payoff amount. Please contact the Tax Collector's office.							

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
3209-15	07/24/1987		2021		\$0.00
		11/5/2020	2020	-	\$1,100.50
		10/17/2019	2019	GAIL FREEMAN	\$1,041.20
		10/23/2018	2018	FREEMAN JAMES	\$1,055.15
		10/25/2017	2017	-	\$1,066.22
		10/21/2016	2016	-	\$1,066.22
		10/14/2015	2015	GAIL B. FREEMAN	\$1,066.22
		12/2/2014	2014	CORELOGIC INC	\$986.06
		11/19/2013	2013	CORELOGIC INC	\$1,041.17
		11/21/2012	2012	CORELOGIC INC	\$1,040.68

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

Exhibit - Resolution No. 5360
2736 Ossa Wintha Drive Annexation

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
====>	2736 Ossa Wintha Drive	Property Address	
====>	\$ 267,600	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$26,760.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$549.92	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$769.35	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,319.27	Total County remits to City for split with BOE	CITY	
\$404.08	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$219.43	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$549.92	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,392.86	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$1,942.78	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

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: 2736 Ossa Wintha Drive

Engineering; Public Services

Date: 10/29/2021 Initials: CB

2736 Ossa Wintha Drive -- no significant concerns noted; existing roadway, valley gutter, and storm inlet in fair condition; the City currently maintains this roadway; property backs to creek, but home is significantly higher to not pose a flooding concern.

Police Department:

Date: 10/14/2021 Initials: J Gaston

Comments: No Problem

Fire Department:

Date: 10/14/2021 Initials: RF

Comments: NIP

Board of Education:

Date: 11/08/2021 Initials: SB

Comments: NIP

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 9/7/21

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 _____ 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.

Jim Freeman
205 999-5466
NWXL58@gmail.com

Realtor
Jessica Gilmore
205 886-9221
jjp7@comcast.net

EXHIBIT "A"

LOT: 010.000 9

BLOCK: 7045 4

SURVEY: Altadena Valley ~~STH 28-34-3 BK 79-PG~~
~~8 BLK 4 LOT 9~~ 4 1st Addition 5th
Sector

RECORDED IN MAP BOOK 79, PAGE 8 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: R1

COMPATIBLE CITY ZONING: ~~Tax District Vestavia 20~~ VNR-2

LEGAL DESCRIPTION (METES AND BOUNDS):

See above survey

PID# 28-00-34-3-002-012.000

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

• Neil B. Freeman Lot 9 Block 4 Survey Alta Arena Valley 1st Addl
• Jim A. Freeman Lot 9 Block 4 Survey " 5th Sector

Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Jim A. Freeman 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.

Jim A. Freeman
Signature of Certifier

Subscribed and sworn before me this the 14th day of Sept, 2021.

[Signature]
Notary Public

My commission expires: 7/03/2023

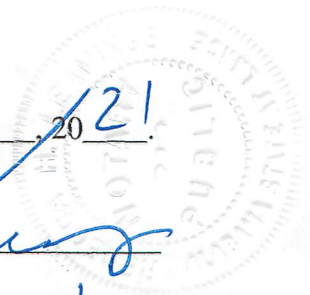


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

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

(To be completed by Homeowner)

Name(s) of Homeowner(s): Jim + Gail Freeman
 Address: 2736 Ossa Wintha Drive
 City: Birmingham State: AL Zip: 35243

Information on Children:

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

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

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

ORDINANCE NUMBER 3048

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 James and Gail Freeman dated September 7, 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:

2736 Ossa Wintha Drive
Lot 9, Block 4, 1st Add to Altadena Valley, 5th Sector
James and Gail Freeman

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 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

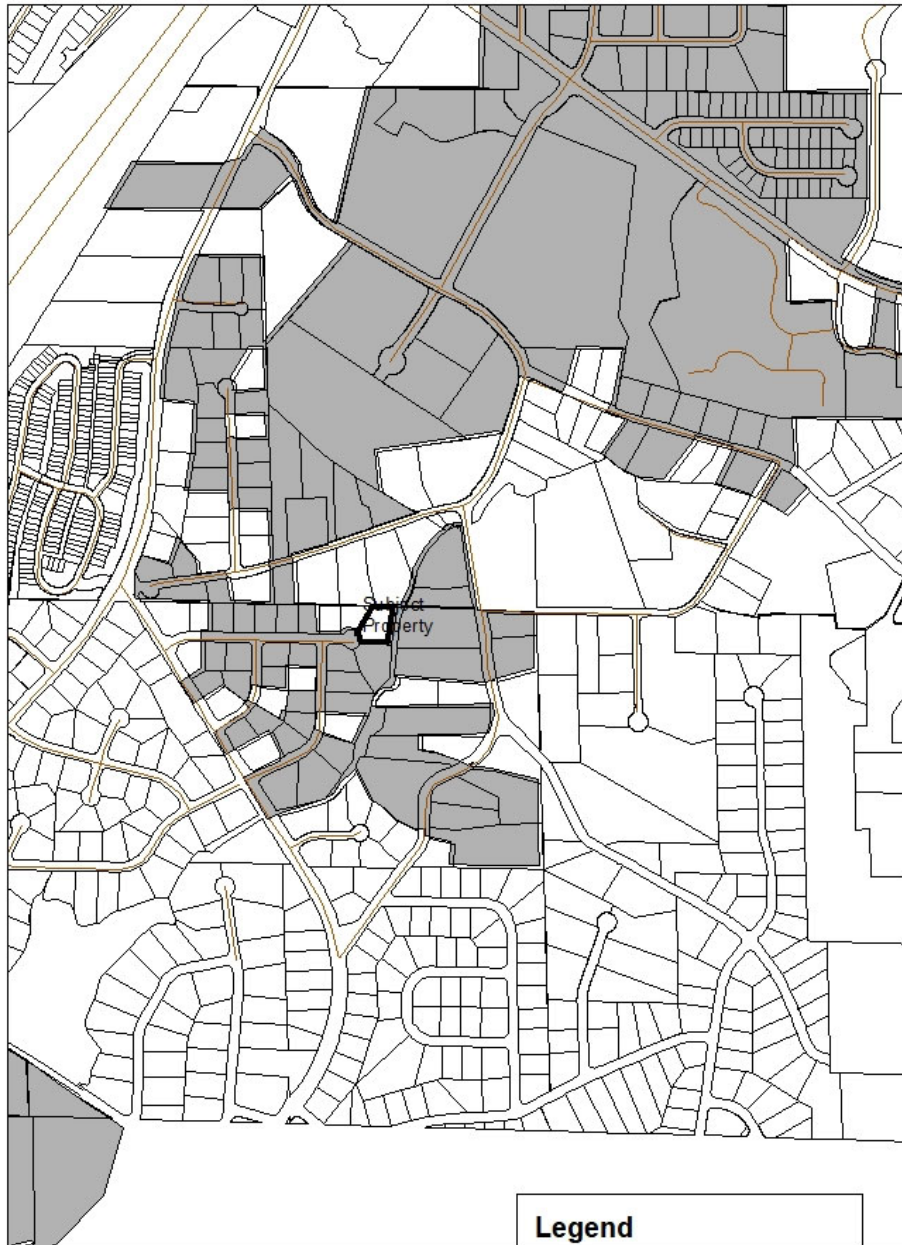
CERTIFICATION:

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 # 3048 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 20th day of December, 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

2736 Ossa Wintha Drive



Legend

 Vestavia_Hills_City_Limits

RESOLUTION NUMBER 5361

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 October 4, 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 20th day of December, 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 22nd day of December, 2021.

2. That on the 28th day of March, 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 5361 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:

3408 Watertown Place
Lot 12, Coventry, 1st and 2nd Sectors
Mildred Gallant Estate, Owner(s)

APPROVED and ADOPTED this the 20th day of December, 2021.

Ashley C. Curry
Mayor


ATTESTED BY:

Rebecca Leavings
City Clerk

3408 Watertown Place



Legend

-  Vestavia_Hills_City_Limits

Annexation Committee Petition Review

Property: 3408 Watertown Place

Owners: Mildred H. Gallant Estate

Date: 11-19-21

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

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

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

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

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$399,300.. 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 5
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: 3408 Watertown Place

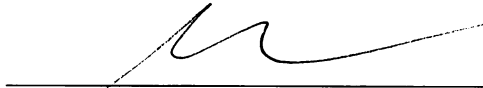
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

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

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

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

Other Comments: _____



George Pierce
Chairman

PARCEL #: 28 00 29 4 008 004.000	[111-B-]	Baths: 2.5	H/C Sqft: 2,310
OWNER: GALLANT JACK A & MILDRED H	18-011.0	Bed Rooms: 4	Land Sch: G2
ADDRESS: 3408 WATERTOWN PL VESTAVIA AL 35243-2158	Land: 243,000	Imp: 156,300	Total: 399,300
LOCATION: 3408 WATERTOWN PL VESTAVIA HILLS AL 35243	Acres: 0.000	Sales Info: \$0	

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$243,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
CLASS USE:		BLDG 001	111 \$156,300
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$399,300]: \$399,300	
PREV YEAR VALUE: \$405,100.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$39,940	\$259.61	\$4,000	\$26.00	\$233.61
COUNTY	3	2	\$39,940	\$539.19	\$2,000	\$27.00	\$512.19
SCHOOL	3	2	\$39,940	\$327.51	\$0	\$0.00	\$327.51
DIST SCHOOL	3	2	\$39,940	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$39,940	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$39,940	\$203.69	\$0	\$0.00	\$203.69
SPC SCHOOL2	3	2	\$39,940	\$670.99	\$0	\$0.00	\$670.99
TOTAL FEE & INTEREST: (Detail)							\$5.00
ASSD. VALUE: \$39,940.00			\$2,000.99		GRAND TOTAL: \$1,952.99		
Payoff Quote							

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
431-149	05/30/1968		2021		\$0.00
		1/5/2021	2020	HOLT JILL	\$1,990.31
		1/29/2020	2019	JILL HOLT	\$1,925.04
		1/5/2019	2018	JACK A GALLANTMILDRED S GALLANT	\$1,524.14
		12/29/2017	2017	JILL HOLT	\$1,492.07
		1/14/2017	2016	JUL HOLT	\$1,393.88
		1/11/2016	2015	MILDRED GALLANT	\$1,393.88
		1/13/2015	2014	JACK A GALLANT MILDRED S GALLANT	\$1,381.85

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

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
====>	3408 Watertown Place	Property Address	
====>	\$ 399,300	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$39,930.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$820.56	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,147.99	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,968.55	Total County remits to City for split with BOE	CITY	
\$602.94	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$327.43	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$820.56	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,078.36	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,898.92	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

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: 3408 Watertown Place

Engineering; Public Services

Date: 10/29/2021 Initials: GB

Comments: _____

3408 Watertown Place-- no concerns noted; roadway and valley gutter in fair condition; the City currently maintains this section of roadway. _____

Police Department:

Date: 10/14/2021 Initials: J Gaston

Comments: No Problem

Fire Department:

Date: 10/14/2021 Initials: RF

Comments: N/P

Board of Education:

Date: 11/08/2021 Initials: SB

Comments: _____

N/P

October 1, 2021

To: Vestavia Hills City Council
Vestavia Hills City Clerk

Re: Annexation Petition
3408 Watertown Place 35243

My sister and I are submitting a petition for annexation of our parents home into the city of Vestavia Hills.

Our parents were one of the first or second homes built in the subdivision of Coventry in Vestavia around 1968. My older sister and I started school at Cahaba Heights Elementary, then Gresham Middle and finally Shades Valley High School.

As the subdivision grew, we had the option to continue on our initial track and because we had already started on this track, we finished out at Shades Valley High School. Our guess is that our parents didn't opt in to Vestavia at that time because we were finishing at a Jefferson County school (Shades Valley) with many of our friends while Vestavia High was being built and opening.

My father passed away years ago and my mother remained in the house until she died in August of this year. She was 91. They were the only owners of their house since it was built in 1968.

The estate is in probate but I have attached the Letter of Testamentary from our probate attorney giving us the authority to make decisions in the interim. We plan to put the house on the market and are petitioning for the home to be in Vestavia. Please contact myself or my sister with any concerns and questions.

Thank you for your consideration of this matter.

Jill Gallant Holt
205-601-8596

Jackie Gallant Ritchie
205-907-5463

**IN THE MATTER OF:
THE ESTATE OF:
MILDRED H GALLANT A/K/A
MILDRED HELEN GALLANT
DECEASED**

**IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA
CASE NUMBER: 21BES000904**

LETTERS TESTAMENTARY

TO ALL WHOM IT MAY CONCERN:

The Will of the above-named deceased having been duly admitted to record in said county, Letters Testamentary are hereby granted to JILL LYNN GALLANT (HOLT) AND JACQUELINE ANN RITCHIE the Personal Representative named in said will, who has complied with the requisitions of the law and is authorized to administer the estate. Subject to the priorities stated in §43-8-76, Code of Alabama (1975, as amended), the said Personal Representative, acting prudently for the benefit of interested persons, has all the powers authorized in transactions under §43-2-843, Code of Alabama (1975, as amended).

WITNESS my hand this date, September 28, 2021.



JUDGE OF PROBATE

I, ELIZABETH NORTH, Judge of the Court of Probate of Jefferson County, Alabama, hereby certify that the foregoing is a true, correct and full copy of the Letters Testamentary issued in the above-styled cause as appears of record in said Court. I further certify that said Letters are still in full force and effect.

WITNESS my hand and seal of said Court this date, September 28, 2021.



JUDGE OF PROBATE

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: OCTOBER 4, 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.

EXHIBIT "A"

LOT: 004.000 / LOT 12

BLOCK: 008 Blk 2

SURVEY: do not have

RECORDED IN MAP BOOK 81, PAGE 31 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Coventry 1st & 2nd Sect N BK 81
PG 31 BLK 2 LOT 12

Plat Book 81 / Plat page 31
Census tract 012911 / Block 4030
Lat: 33.436589 Lon: -86.768305

* Address:
3408 Watertown Place
Vestavia AL 35243

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Jill Holt</u>	Lot <u>12</u> Block <u>2</u> Survey _____
<u>Jacqueline Ann Ritchie</u>	Lot <u>12</u> Block <u>2</u> Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Jill Gallant Holt 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.

Jill Gallant Holt
Signature of Certifier

Subscribed and sworn before me this the 4th day of October, 2021.

Janet Cork Friday
Notary Public

My commission expires: _____

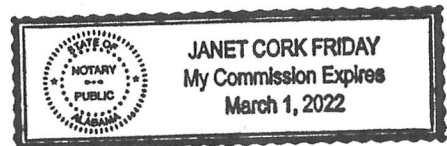
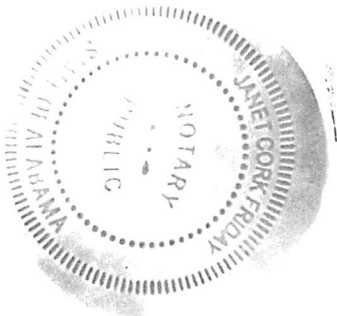


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION
1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

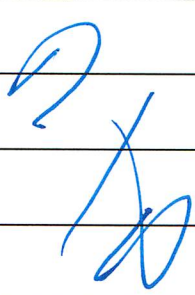
Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): _____
Address: _____
City: _____ State: _____ Zip: _____

Information on Children:

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

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

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

ORDINANCE NUMBER 3049

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 Mildred Gallant Estate dated October 4, 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:

3408 Watertown Place
Lot 12, Coventry, 1st and 2nd Sectors
Mildred Gallant Estate

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 20th day of December, 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 # 3049 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 20th day of December, 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

3408 Watertown Place



Legend

-  Vestavia_Hills_City_Limits

ORDINANCE NUMBER 3073

**GRANTING A FRANCHISE TO SPIRE ALABAMA INC.
ITS SUCCESSORS AND ASSIGNS,
IN THE CITY OF VESTAVIA HILLS, ALABAMA**

BE IT ORDAINED by the Mayor and the City Council of the City of Vestavia Hills, Alabama, as follows:

Section 1. In consideration of the benefits to accrue to said City of Vestavia Hills, Alabama (the “City”) and the inhabitants thereof, Spire Alabama Inc., its successors and assigns (the “Company”) is hereby given, granted and vested with the rights, authority, privileges and franchises hereinafter set forth.

Section 2. The Company is hereby given, granted and vested with the right, authority, easement, privilege and franchise to construct, own, maintain, operate, extend and enlarge in the City a system for the transmission, distribution and sale of gas for all purposes whatsoever in and through the City; and the consent of the City acting through the Mayor and the City Council, who are the proper authorities of the City is hereby given to the Company to use the streets, avenues, alleys, ways, bridges, viaduct, underpass and other public places (“Public Infrastructure”) in the City for any and all of the purposes referred to in this Ordinance.

Section 3. The Company is hereby granted and vested with the right, privilege and franchise to construct, erect, lay, install, renew, repair, maintain, operate, use and extend at any time, its mains, conduits, appliances, meters, sensors, routers, poles, antennae, and any and all other equipment, appurtenances and fixtures as may be reasonably necessary or desirable in the operation of a natural gas distribution system (the “Company Facilities”) under, along, above, and across any Public Infrastructure in the City. In the exercise of the franchise granted in the foregoing sentence, the Company will comply with all applicable City permitting requirements. The City will not vacate any public right-of-way containing any Company Facilities without first advising the Company of its intention to vacate the right-of-way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain the Company Facilities in the right-of-way.

Section 4. The said Company Facilities shall be so laid, set or constructed as not to unreasonably interfere with the proper use of the Public Infrastructure, and to that end the Company shall abide by all lawful and reasonable ordinances and resolutions that have been or may be duly adopted by the governing body of the City. If the grade of any Public Infrastructure traversed by any underground Company Facilities be hereafter changed by the City such that the depth of cover of the underground Company Facilities is less than 30 inches, then, upon written demand from the City, at the Company’s expense, the Company will change the Company Facilities so that the depth of cover is at least 30 inches. Within a commercially reasonable period of time after receipt of written notice or a shorter time where emergency conditions require, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Infrastructure, or remove from the Public Infrastructure, any Company Facilities when lawfully and reasonably required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation

of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. For the avoidance of doubt, nothing herein prohibits, limits, or waives (or will be construed as prohibiting, limiting, or waiving) any rights Company may otherwise have to be reimbursed for these expenses by the State of Alabama, the Alabama State Highway Department (or its success) or by any governmental agency or department other than the City.

Section 5. Whenever the Company shall cause any opening or alteration to be made in any of the Public Infrastructure in the City for the purpose of laying, setting, maintaining, operating or repairing any Company Facilities, the work shall be completed within a reasonable time and the Company shall, upon the completion of such work, restore such portion of the Public Infrastructure to as good a condition as is reasonably practicable as it was before the opening or alteration was made.

Section 6. The Company, its successors or assigns, shall indemnify and hold the City harmless from and against any and all liability or damages of any and every kind and character arising out of any default, negligence, or wrongful act of the Company, or its servants or its agents in the line of their duties or employment in and about the construction, operation, maintenance, repair, replacement, relocation, or enlargement of said Company Facilities.

Section 7. The Company shall have the power and authority, subject to the supervision of the Alabama Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Alabama Public Service Commission to supervise and regulate public utilities in the State of Alabama, to make, adopt and enforce rates, rules and regulations for the furnishing of gas and for the reasonable operation of its plant and system and shall have the right at all reasonable hours to have access to its gas pipes and the meters of any consumer for the purpose of making repairs and other proper purposes. City will not prohibit the Company from making connections of the Company Facilities to new customers or providing service to new accounts within the territorial limits of City.

Section 8. The Company shall comply with all applicable laws, ordinances, rules, regulations and codes of the local, state and federal governments.

Section 9. All ordinances and parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

Section 10. The duration of this franchise shall be for a period of thirty (30) years from the date of its adoption by the Mayor and the City Council.

Section 11. As a condition to the continued existence of the franchise herein granted and as compensation or consideration for the granting thereof, the Company agrees by its acceptance hereof that it will pay to the City, in addition to all taxes now or hereafter required by law to be paid, a franchise fee of one percent (1%) of gross gas sales revenues received by the Company from the sale and delivery of gas during the preceding calendar year to customers within the corporate limits and police jurisdiction (so long as the City is providing services in the police jurisdiction) of the City, except for gas which is sold within the corporate limits of another municipality which has granted the Company a franchise.

Section 12. This Ordinance shall be published in accordance with the applicable provisions of Section 11-45-8 of the Code of Alabama (1975). Such publication shall be done by the City Clerk of the City and thereafter the City Clerk shall enter upon the minutes of the City, immediately after the place where this Ordinance is recorded, a certificate setting forth that such Ordinance was published in accordance with the terms hereof and the laws of the State of Alabama. The expense of such publication shall be paid by the Company.

Section 13. Upon filing by the Company with the Clerk of the City of a written acceptance of this Ordinance and of the franchise granted hereby, this Ordinance shall constitute a contract between the City and the Company and their respective successors and assigns, effective from the date that this Ordinance was passed.

Section 14. The enactment of this franchise in the manner hereinabove provided shall have the effect of terminating any other franchise heretofore granted by the City and then held by the Company covering the distribution of gas in the City and territory contiguous thereto.

Section 15. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

PASSED, ADOPTED AND APPROVED this 20th day of December, 2021.

Mayor

Attest:

City Clerk

After completion of the reading of said Ordinance (Granting a Franchise to Spire Alabama Inc.) Council member _____ moved that the rules be suspended and that unanimous consent of those present be given for the immediate consideration of said Ordinance. This motion was duly seconded by Council member _____, and upon a call of the roll by the Clerk, upon the adoption of said motion, the following voted Aye:
Nay:

Whereupon the result of the vote was announced, and the Council President declared the rules suspended.

Council member _____ then moved that the said Ordinance be adopted. This motion was duly seconded by Council member _____ and upon a call of the roll by the Clerk, upon the motion to adopt the said Ordinance, the following voted Aye:
Nay:

Whereupon the result of the vote was announced, and the Council President declared the said Ordinance passed and adopted.

* * *

There being no further business to come before said meeting and upon motion of Council member _____ and seconded by Council member _____, the meeting adjourned.

Mayor of the City of Vestavia Hills, Alabama

Clerk of the City of _____, Alabama

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an extract from the minutes of the regular meeting of the City Council of the City of Vestavia Hills, Alabama, held on the 21st day of December, 2021, at 6:00 o'clock PM, which said extract correctly sets forth all proceedings of said meeting relating to Ordinance No.3073 granting a franchise to the Spire Alabama Inc.

Witness my hand and the seal of said City of Vestavia Hills this _____ day of _____,
_____.

Clerk of the City of Vestavia Hills, Alabama

(SEAL)

Rebecca Leavings

From: patrickboone <patrickboone@bellsouth.net>
Sent: Monday, November 29, 2021 3:28 PM
To: Castor Armesto
Cc: Jeff Downes; Rebecca Leavings; Christopher Brady; Lori Beth Kearley
Subject: [External] Franchise Agreement with Spire

Castor—

I received and thank you very much for the revised ordinance granting a franchise to Spire Alabama, Inc. that you sent to me on November 24, 2021. The purposes of this e-mail are to:

1. Advise you that I approve the revised draft from a legal standpoint; and
2. Request that you send the revised draft to City Clerk Rebecca Leavings in “Word” format; and
3. City Clerk Rebecca Leavings will assign an ordinance number, put the ordinance in final form and place it on the agenda ASAP for consideration by the City Council; and
4. Let you and the good folks at Spire know that the City and its team looks forward to working together with Spire for the next 30 years; and
5. Let you know what a pleasure it was to handle this item of business with you.

Regards,

Pat

Patrick H. Boone

Vestavia Hills City Attorney

ORDINANCE NUMBER 3074

**AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL
FOR TWO DUPLEXES TO PROVIDE HOUSING FOR
FURLOUGHED MISSIONARIES**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2331 re-establishing a Zoning Code for the City of Vestavia Hills, Alabama; and

WHEREAS, Tom Boston on behalf of Shades Mountain Baptist Church, has submitted application for conditional use approval for construction of two duplexes to provide housing for furloughed missionaries for approximately 6 to 12 months at a time replacing an older small residence located on the southern part of the Shades Mountain campus; and

WHEREAS, Mr. Boston has indicated in the application for conditional use approval that the church will construct said duplexes as shown in the drawing attached to and incorporated into this Ordinance Number 3074 as though written fully therein for short-term housing not to exceed one year per resident; and

WHEREAS, a copy of said application dated October 26, 2021 is attached and hereby incorporated into this Ordinance Number 3074.

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

Conditional Use Approval is hereby approved for Shades Mountain Baptist Church for construction and utilization of two duplexes (4 dwelling units) pursuant to the following conditions:

- (1) Conditional use is hereby granted for a maximum of 2 duplexes (4 units) to be utilized for housing for furloughed missionaries; and
- (2) Duplexes shall be constructed and located substantially as detailed in the attached drawings and site plan; and
- (3) No residential structure shall house any individual missionary for a period exceeding one-year; and
- (4) Private drive servicing said duplexes shall be named for emergency purposed and addressed through the City's addressing system.

ADOPTED and APPROVED this the 20th day of December, 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 # 3074 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 20th day of December, 2021 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

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

Date: NOVEMBER 9, 2021

- **CASE:** P-1121-46
- **REQUESTED ACTION:** Conditional Use Approval for Two Duplex Buildings
- **ADDRESS/LOCATION:** 2017 Columbiana Rd.
- **APPLICANT/OWNER:** Shades Mountain Baptist Church
- **GENERAL DISCUSSION:** The applicant is seeking conditional use approval for two duplex buildings to house missionaries for under one year. Currently, there is an older house on site which will be removed and the duplexes built at the same location. The duplexes will be accessed by an already constructed bridge over a creek which will be reinforced and improved. A description of the applicant's request is attached.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with plan for institutional use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation:

 1. Conditioned on the site plan presented;
 2. Residents may not stay longer than one (1) year.
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

With the Commission finding that the application met all nine criteria as defined in Section 13.3.4 of the Vestavia Hills Zoning Ordinance

MOTION Mr. Weaver made a motion to recommend Conditional Use Approval for two duplex buildings at 2017 Columbiana Rd. with the following conditions:

1. Approval based on the site plan presented;
2. Tenants of the duplexes may not stay for longer than 1 year.

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

Mr. Maloof – yes
Mr. Romeo – yes
Mr. Sykes – yes
Mrs. Barnes – yes
Motion carried.

Mr. Farrell – yes
Mr. Larson – yes
Mr. Weaver – yes
Mr. Honeycutt – yes

CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION
Conditional Use Application

I. INSTRUCTIONS AND INFORMATION:

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

II. APPLICANT INFORMATION: (owner of property)

NAME: Shades Mountain Baptist Church

ADDRESS: 2017 Columbiana Road
Birmingham, AL 35216

PHONE: 205-822-1670 EMAIL: tboston@shades.org

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Tom Boston

PHONE: 205-822-1670 EMAIL: tboston@shades.org

P1121-44//29-00-25-3-001-008.000
2017 Columbiana Rd.
Cond. Use to build 2 duplexes
Shades Mtn. Baptist Church

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

NAME: Shades Mountain Baptist Church
ADDRESS: 2017 Columbiana Road
Birmingham, AL 35216
PHONE: 205-822-1670 EMAIL: tboston@shades.org

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section Table 6; section 13.3 of the Vestavia Hills Zoning Code.

Current Zoning of Property: Institutional

Requested Conditional use For the intended purpose of: For the sole purpose of creating much
needed housing for furloughed missionaries, in keeping with our long-standing focus on global missions work. Homes will be
occupied for approximately 6-12 months at a time.

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

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

Seeking to remove existing deteriorating house from a 6 acre piece of the southeastern corner of our 20 acre parcel

replace it with the above mentioned missionary housing. See attached for full legal description for size.

Property size: 453 feet X 575 feet. Acres: 6

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


V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.


P1121-44//29-00-25-3-001-008.000
2017 Columbiana Rd.
Cond. Use to build 2 duplexes
Shades Mtn. Baptist Church

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



 Owner Signature/Date
 Tom Boston, Mgr. of Admin. / SHADES MOUNTAIN BAPTIST CHURCH

 Representing Agent (if any)/date
 Given under my hand and seal
 this _____ day of _____, 20 _____.



 Notary Public
 My commission expires 5
 day of June, 20 24.

P1121-44//29-00-25-3-001-008.000
2017 Columbiana Rd.
 Cond. Use to build 2 duplexes
 Shades Mtn. Baptist Church

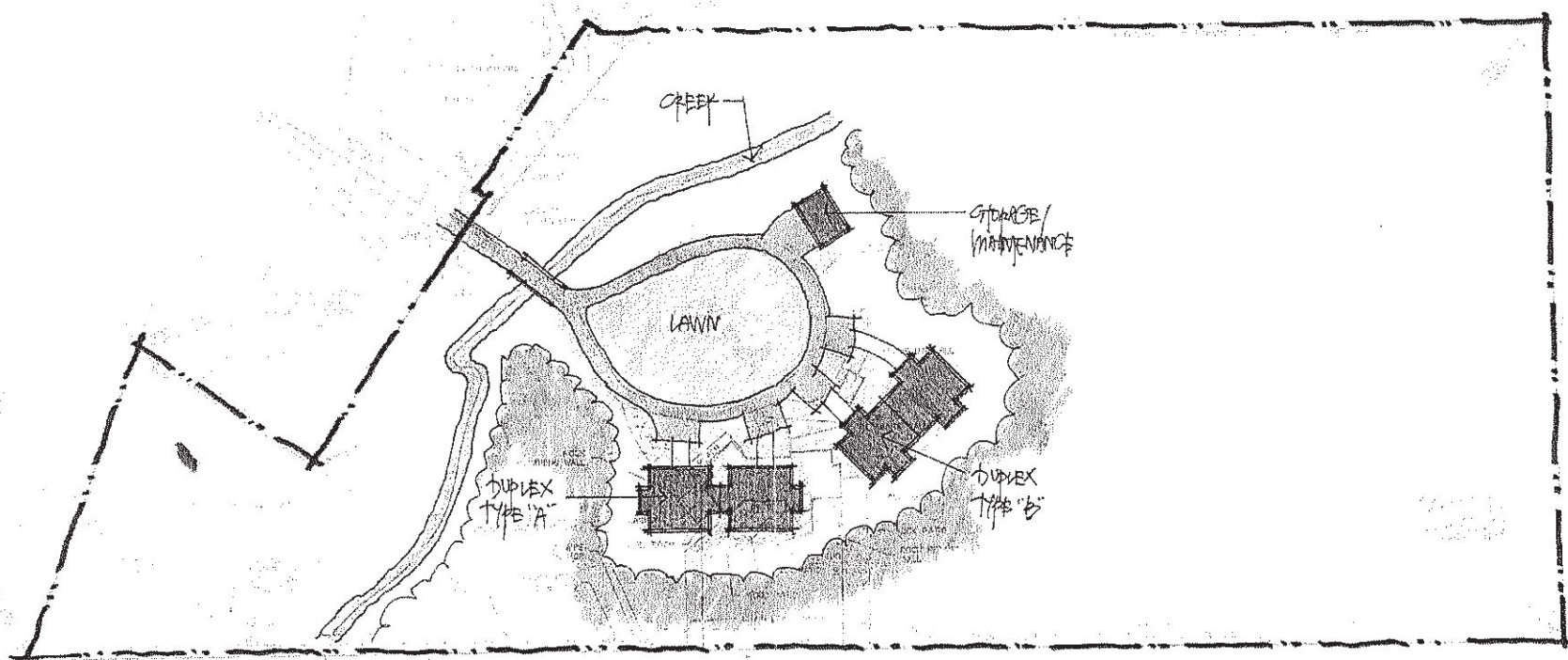
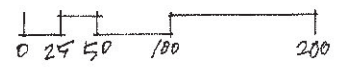


October 7, 2021

To Whom it may concern:

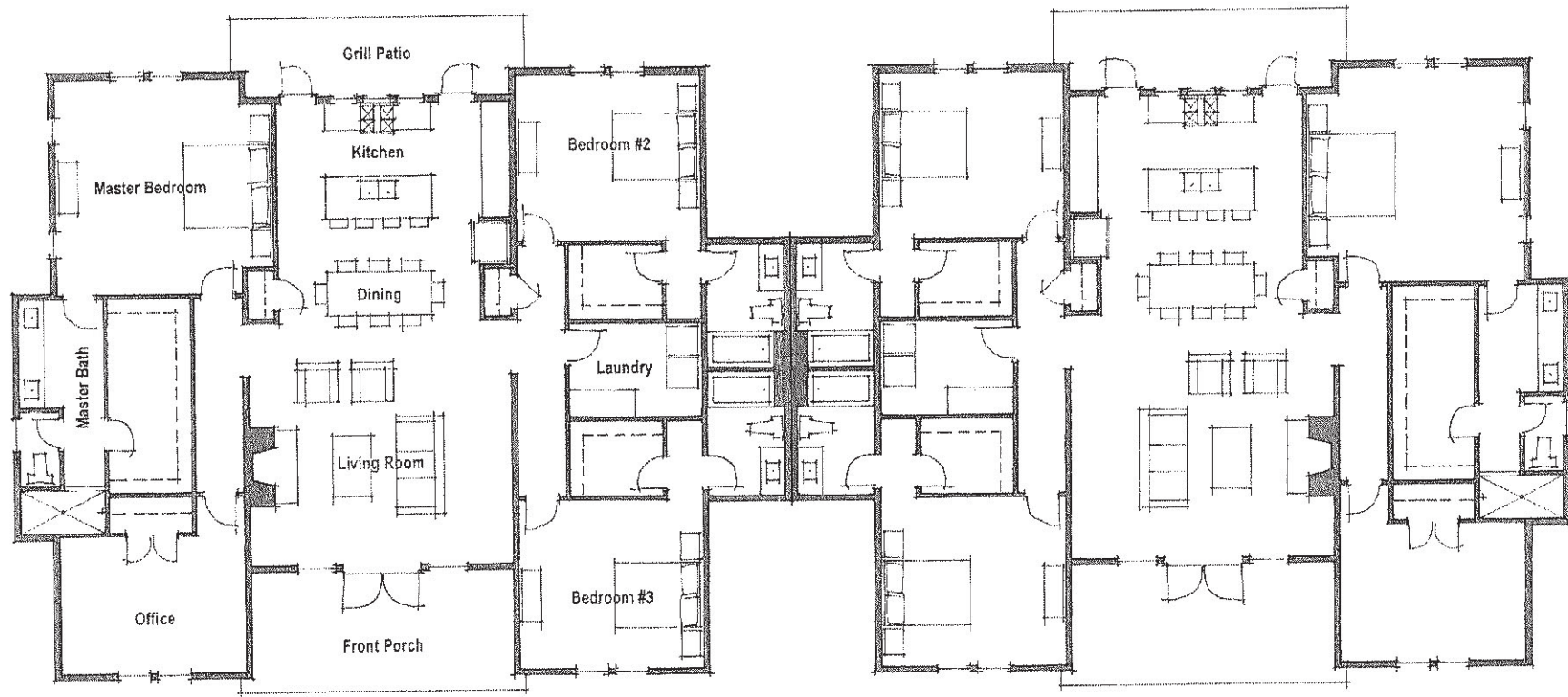
Shades Mountain Baptist Church, located at 2017 Columbiana Road, Birmingham, AL 35216, respectfully requests Conditional Use Approval for the purpose of building two duplexes to provide much needed housing for furloughed missionaries. Our goal is to remove an existing, deteriorating house from a 6-acre section at the southeastern corner of our 20-acre institutional parcel and replace it with two new duplexes. The sole purpose of these new homes is to provide a secluded and restful setting for missionary families to use, free of charge, for periods of time lasting approximately 6-12 months. Because the plan is to provide a private, secluded living situation for these families, we plan to remove as few existing trees as possible. This building plan is in keeping with our long-standing and strong focus on global missions and the care and support of missionaries as they carry out their work.

P1121-44//29-00-25-3-001-008.000
2017 Columbiana Rd.
Cond. Use to build 2 duplexes
Shades Mtn. Baptist Church



PRELIMINARY SITE PLAN
1" = 80'

P1121-44//29-00-25-3-001-008.000
2017 Columbiana Rd.
Cond. Use to build 2 duplexes
Shades Mtn. Baptist Church



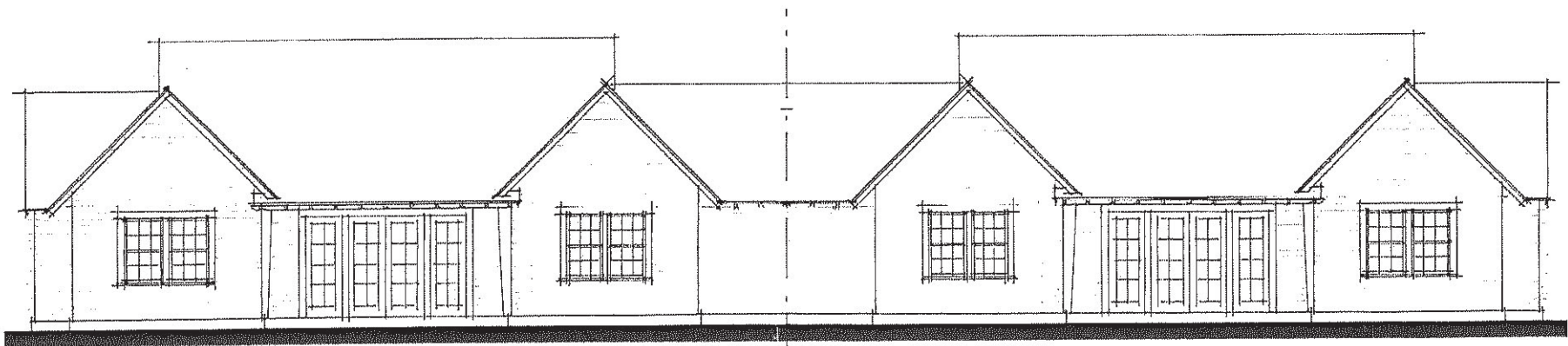
60' x 46'

+/- 2300 sf per unit

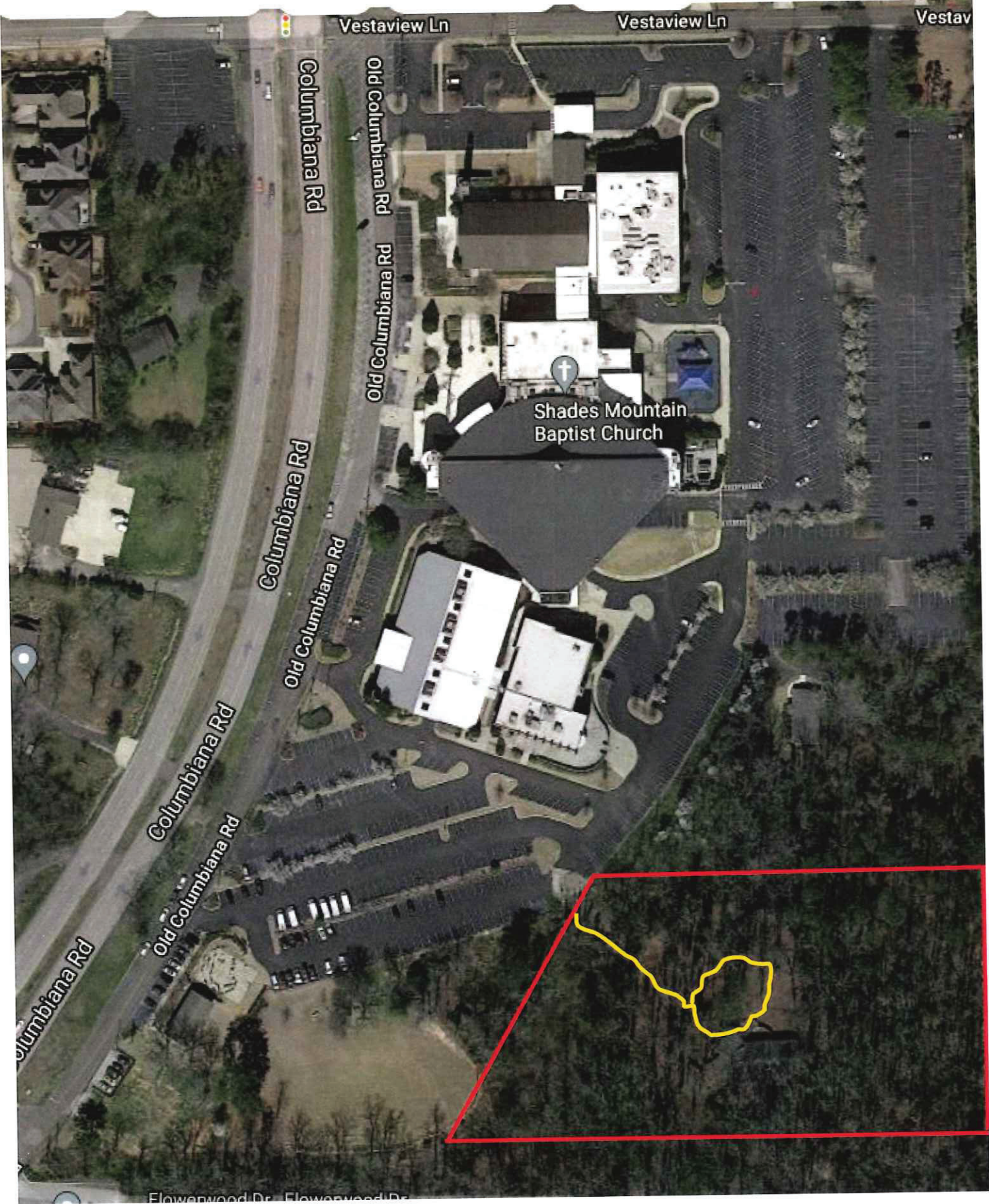
FLOORPLAN - DUPLEX TYPE "A"

1/8" = 1'

120' x 46'



FRONT ELEVATION - DUPLEX TYPE "A" alternate
1/8" = 1'

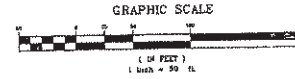


BOUNDARY SURVEY

OF SHADES MOUNTAIN BAPTIST CHURCH PROPERTY

LOCATED IN THE NE 1/4 - SW 1/4 SECTION 25,
TOWNSHIP 18 SOUTH, RANGE 3 WEST
FIELD WORK PERFORMED APRIL 1, 1996 - APRIL 4, 1996

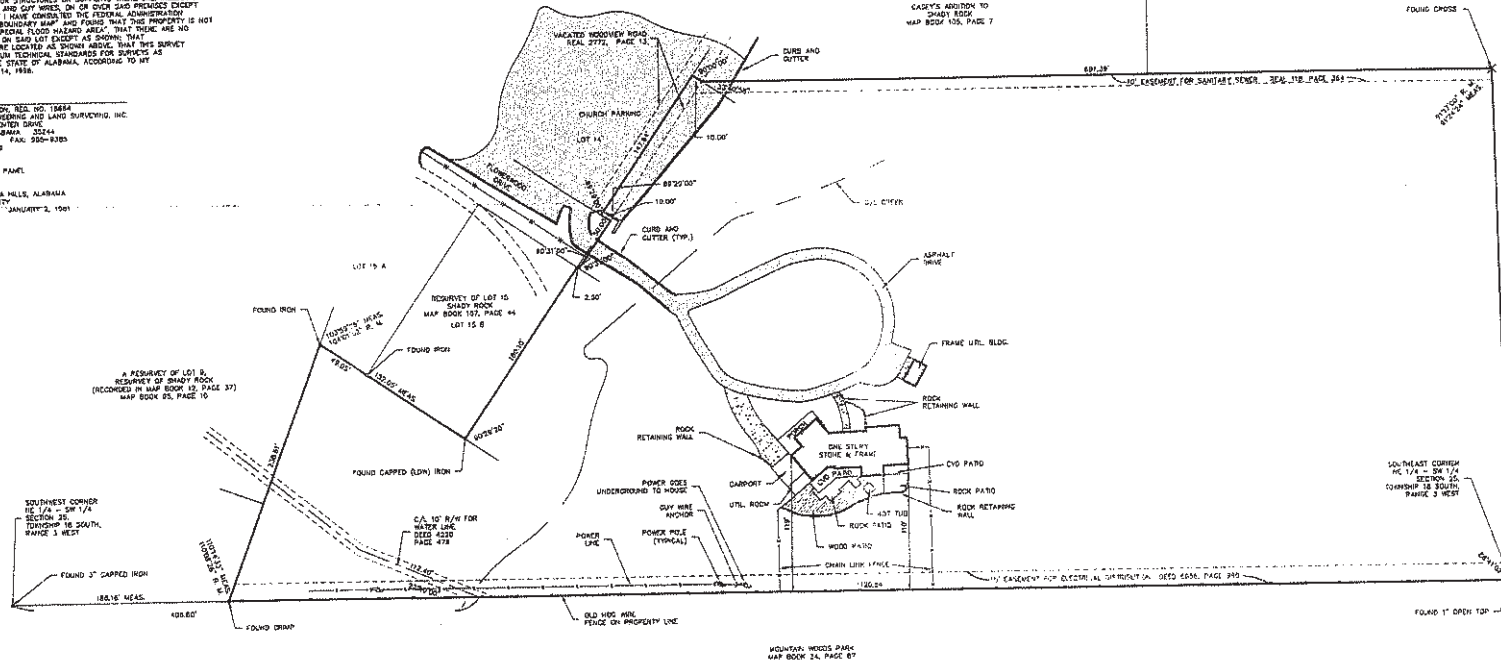
PREPARED FOR:
SHADES MOUNTAIN BAPTIST CHURCH
2017 COLUMBIANA ROAD
BIRMINGHAM, ALABAMA 35216
(205) 922-1670



I, JEFF D. ARRINGTON, A REGISTERED LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, THAT THERE ARE NO RIGHTS-OF-WAY EASEMENTS, OR EASEMENTS, OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE EXCEPT AS SHOWN, THAT THERE ARE NO ELECTRICAL OR TELEPHONE WIRES, COUPLING WIRES, POLES, OR PIPES (ONLY ON STRUCTURES OR SUPPORTS THEREON), INCLUDING POLES, WIRES AND GUY WIRES, OR OF OTHER SAID PREMISES EXCEPT AS SHOWN, THAT I HAVE CONSULTED THE FEDERAL AERIAL PHOTO LOCATED IN "A SPECIAL FLOOD HAZARD AREA" AND FOUND THAT THIS PROPERTY IS NOT "A SPECIAL FLOOD HAZARD AREA" AND FOUND THAT THERE ARE NO IMPROVEMENTS ON SAID LOT EXCEPT AS SHOWN, THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY THE STATE OF ALABAMA, ACCORDING TO MY SURVEY OF MAY 14, 1996.

JEFF D. ARRINGTON, REG. NO. 12868
ARRINGTON ENGINEERING AND LAND SURVEYING, INC.
137 BUSINESS CENTER DRIVE
BIRMINGHAM, ALABAMA 35244
(205) 988-8370 FAX: 928-9388
PROJECT # 12389


FURN COMMUNITY MAP
POINT 32 SIDE B
PARCELS 9 OF 8
CITY OF USTANGA HILLS, ALABAMA
CIVIL ENGINEERING
EFFECTIVE DATE: JANUARY 2, 1991



MOUNTAIN MEADOWS PARK
MAP BOOK 24, PAGE 67

PRELIMINARY

NO.	DATE	REVISIONS



**ARRINGTON ENGINEERING
& LAND SURVEYING, INC.**

137 BUSINESS CENTER DRIVE
BIRMINGHAM, ALABAMA 35244
PHONE: (205) 985-9315
FAX: (205) 985-9388

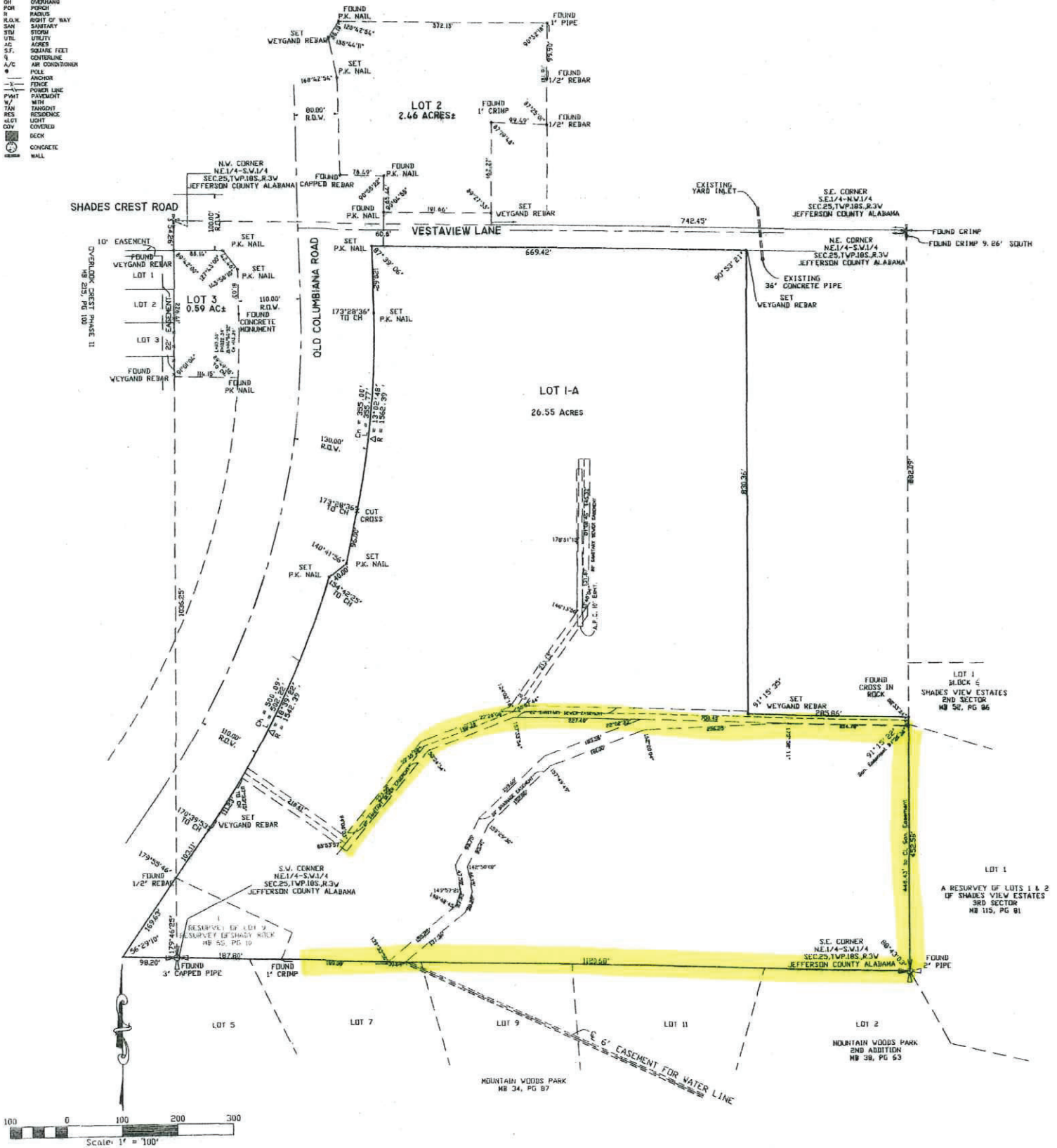
DRAWING TITLE: BOUNDARY SURVEY OF SHADES MOUNTAIN BAPTIST CHURCH PROPERTY
LOCATION & DESCRIPTION: LOCATED IN THE NE 1/4 - SW 1/4 SECTION 25, TOWNSHIP 18 SOUTH, RANGE 3 WEST

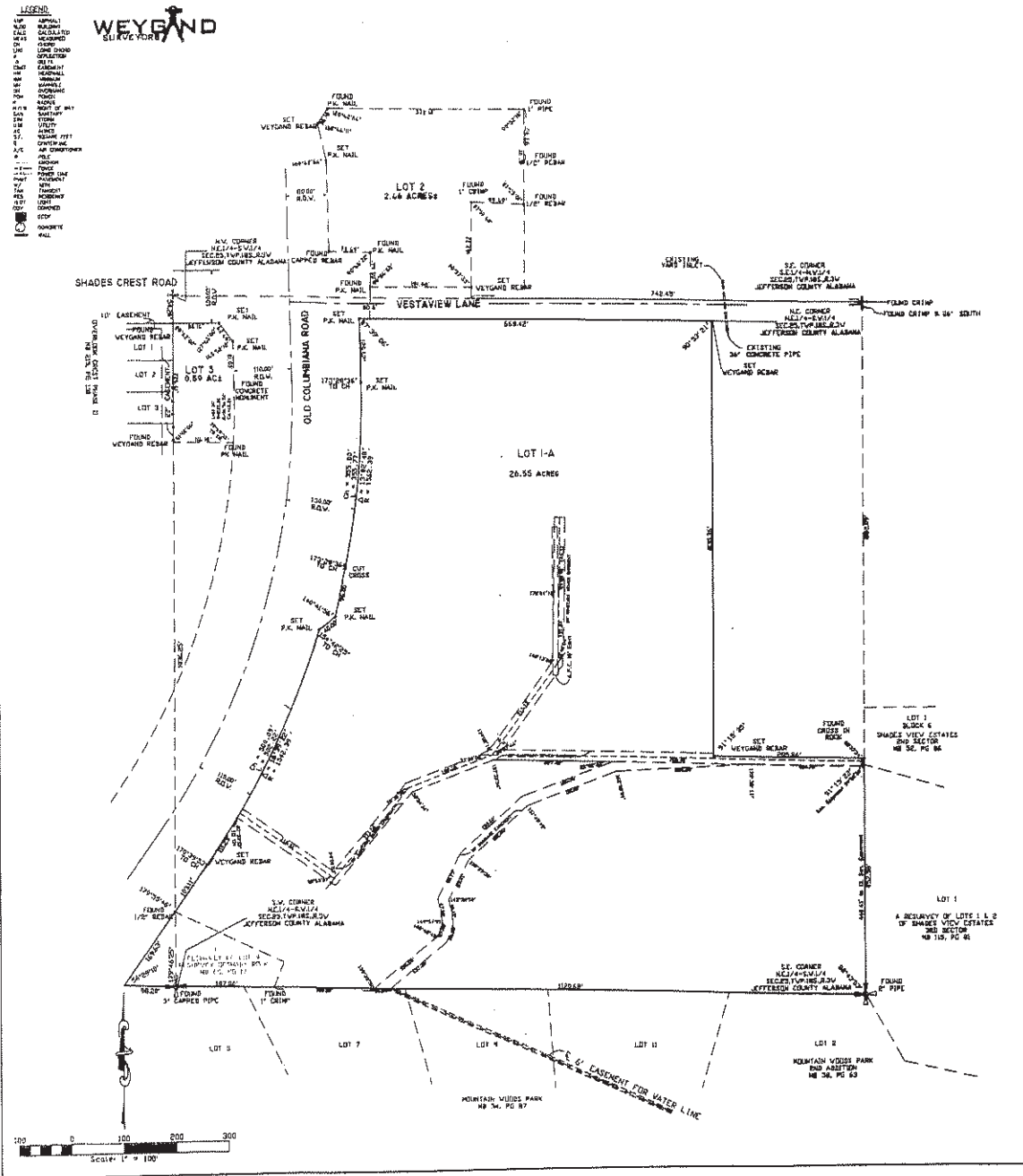
DRAWN BY: JDA, VLB	1	30	1	SHEET
CHECKED BY: JDA				
DATE: 6/25/96				
SCALE: 1" = 50'				
DRAWING NAME: 12007.DWG				
PROJECT NO.: 12007				

Exhibit - Ordinance No. 3074

LEGEND

- ASP ASPHALT
- R.D. ROAD
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- CHORD CHORD
- 4 DEFLECTION
- A AREA
- ESMT EASEMENT
- HR HEADWALL
- HT HATCH
- WH WINDHOLE
- CH CHORD
- FOR FLOOR
- RADIUS
- R.O.W. RIGHT OF WAY
- SAH SANITARY
- STM STORM
- UTL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CONT. CONTINGENT
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- FENCE
- POWER LINE
- PAV. PAVEMENT
- W/ WITH
- TAN TANGENT
- RES. RESIDENCE
- LOT
- CONV. COVERED
- DECK
- CONCRETE
- WALL





SHADES MOUNTAIN BAPTIST CHURCH RESURVEY #2

Situated in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 25, Township 18 S, Range 3 W, Jefferson County, Alabama

Being a resurvey of Lot 1 Shades Mountain Baptist Resurvey and Lot 1 Resurvey of Lot 5 Resurvey of Shady Rock, UB 65 Pg. 10

Weygand Surveyors, Inc.

189 Demora Road
Homewood, AL 35209
(205) 942-0088

State of Alabama
Jefferson County)

We, the undersigned, Ray Weygand, Registered Land Surveyor, State of Alabama, and Shades Mountain Baptist Church, Owner, do hereby certify that the foregoing is a true and correct map or plan of SHADES MOUNTAIN BAPTIST CHURCH RESURVEY # 2, showing the number and dimensions of each lot and its location with the width of each street, easement and other public ways and showing the relation of the land to the governmental survey, and that the same have been set at each corner of all lines, and that same is not subject to any mortgage. Ray Weygand, hereby waives that all parts of this survey and drawing have been completed in accordance with the system requirements of the Standards of Practice for Surveying in the State of Alabama to the best of any knowledge, information and belief.

IN WITNESS WHEREOF, we have hereunto set our hands, this 9 day of October, 2018.

By: *[Signature]*
Ray Weygand
Reg. L.S. 824973



By: *[Signature]*
Tom Bue - Minister of Admin. in
Shades Mt. Church

State of Alabama
Jefferson County)

I, James Weygand, Notary Public in and for said county and state, do hereby certify that Ray Weygand, whose name is signed to the foregoing certificate as Land Surveyor, and who is known to me, acknowledged before me, on this date, that being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.

Given under my hand and seal this 9th day of October, 2018.

Notary Public - My Commission Expires 10-20-22

State of Alabama
Jefferson County)

I, James Weygand, a Notary Public in and for said County and State, do hereby certify that Tom Bue, whose name is signed to the foregoing certificate as Minister of Administration of Shades Mountain Baptist Church, Owner, and who is known to me, acknowledged before me, on this date, that being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.

Given under my hand and seal this 9th day of October, 2018.

Notary Public - My Commission Expires 10-20-22

APPROVED: *[Signature]*
City Engineer

DATE: 9/18/18

APPROVED: *[Signature]*
Water & Hills Planning & Zoning Commission

DATE: 4/21/19

APPROVED: *[Signature]*
Mayor and City Clerk

DATE: 4/14/19

NOTE: Environmental Services Department approval indicates that easements have been dedicated for future Jefferson County sanitary sewers however this does not mean necessary sewers have been built or will be built in the future. Any change in the Right-of-Way or Easement boundaries after this date may void this approval.

APPROVED: *[Signature]*
Jefferson County Environmental Services

DATE: 1/25/19

NOTE: ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, PRIVATE TELEVISION CABLE SYSTEMS, AND MAY BE USED FOR SUCH PURPOSES TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION (UNLESS OTHERWISE NOTED).

BUILDER IS RESPONSIBLE FOR THE DRAINAGE ON EACH LOT AND IN AND AROUND EACH BUILDING AND FOR SOIL CONDITIONS. THIS ENGINEER/SURVEYOR IS NOT RESPONSIBLE FOR EITHER.

BUILDER WILL BE RESPONSIBLE FOR ADJUSTING THE LIPS OR TOP ELEVATION FOR ALL MANHOLES AND YARD INLETS ON EACH LOT. THE LOT OWNER/BUILDER SHALL USE APPROPRIATE METHODS, WHETHER PIPES, UNDERDRAINS, DITCHES, GRAVITY OR OTHER MEANS TO PROVIDE A BUILDING SITE FREE OF SURFACE OR SUBSURFACE DRAINAGE PROBLEMS WITHOUT ADVERSELY AFFECTING ADJACENT LOTS.

THE LOT OWNER/BUILDER SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF SANITARY SEWER SERVICE LINE OR SEPTIC TANK LOCATION PRIOR TO CONSTRUCTION OF BUILDING FOUNDATIONS.

ELEVATION OF ALL SANITARY SEWER LATERALS TO EACH LOT SHOULD BE VERIFIED BY BUILDER PRIOR TO SETTING LOWEST FLOOR OF RESIDENCE TO BE SERVICED.

NO HOUSE SHALL HAVE A FINISHED FLOOR ELEVATION LESS THAN TWO (2) FEET ABOVE TOP OF ANY ADJACENT STORM SEWER WITHOUT ENGINEER'S APPROVAL.

NO FENCE SHALL IMPEDE THE FLOW OF WATER IN ANY DRAINAGE WAY.

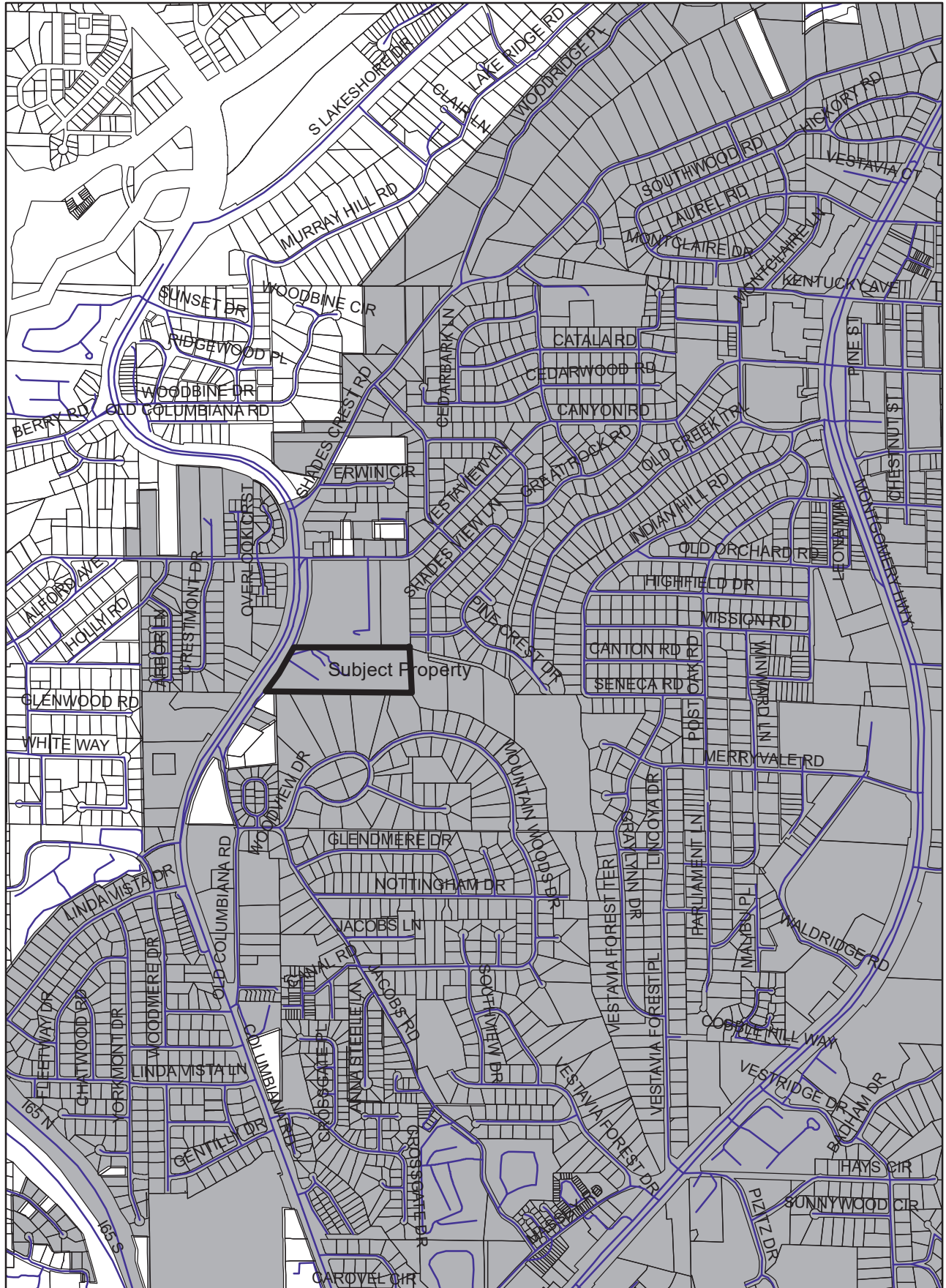
WEYGAND SURVEYORS, INC. IS NOT RESPONSIBLE FOR SOIL COMPACTIONS AND DID NOT CONDUCT ANY SURFACE OR SUBSURFACE INVESTIGATIONS.

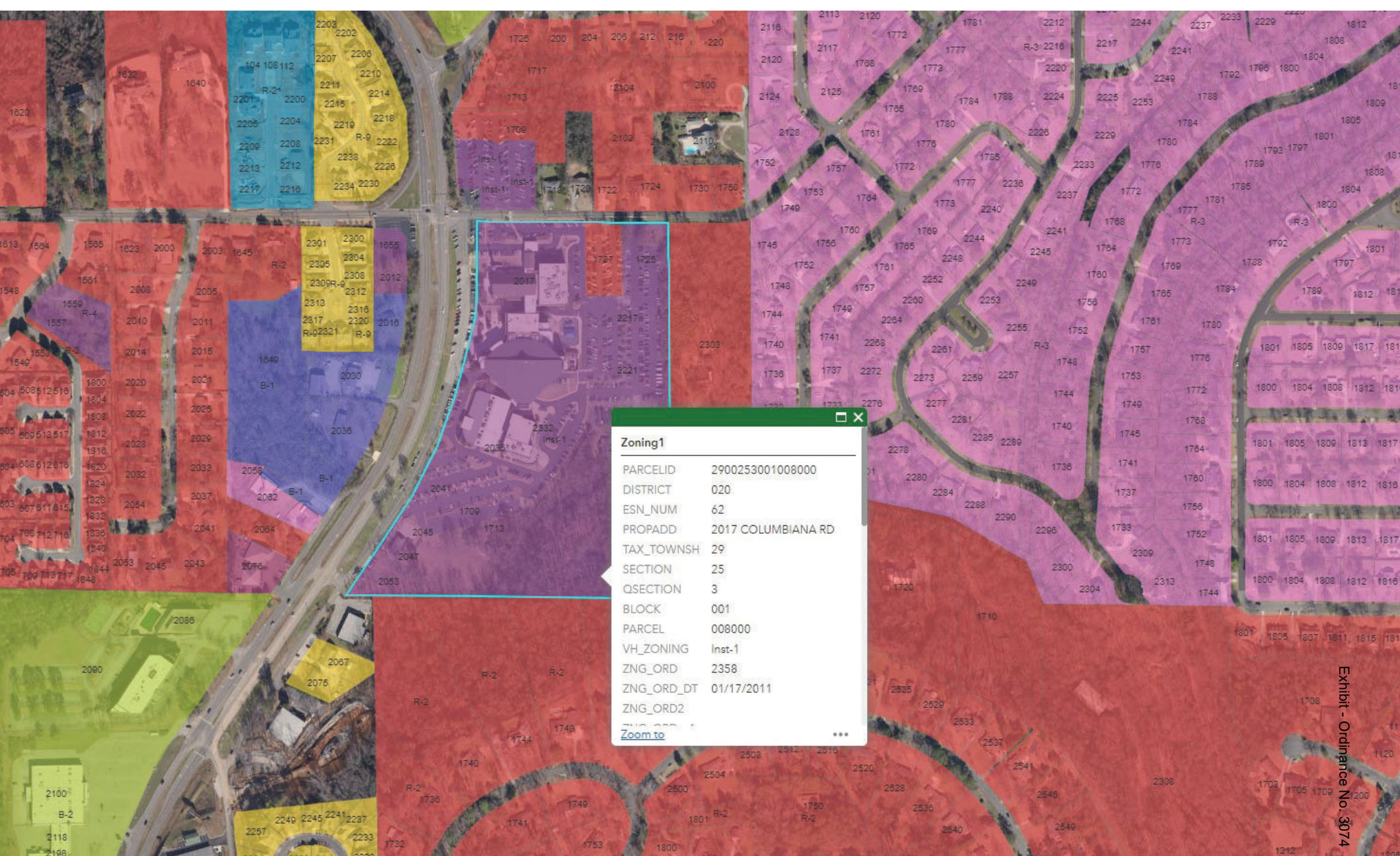
NORTH ARROW SHOWN ON THIS MAP IS NOT TRUE NORTH AND SHOULD ONLY BE CONSIDERED AS APPROXIMATE.

Conditional Use - Shades Mountain Baptist Church

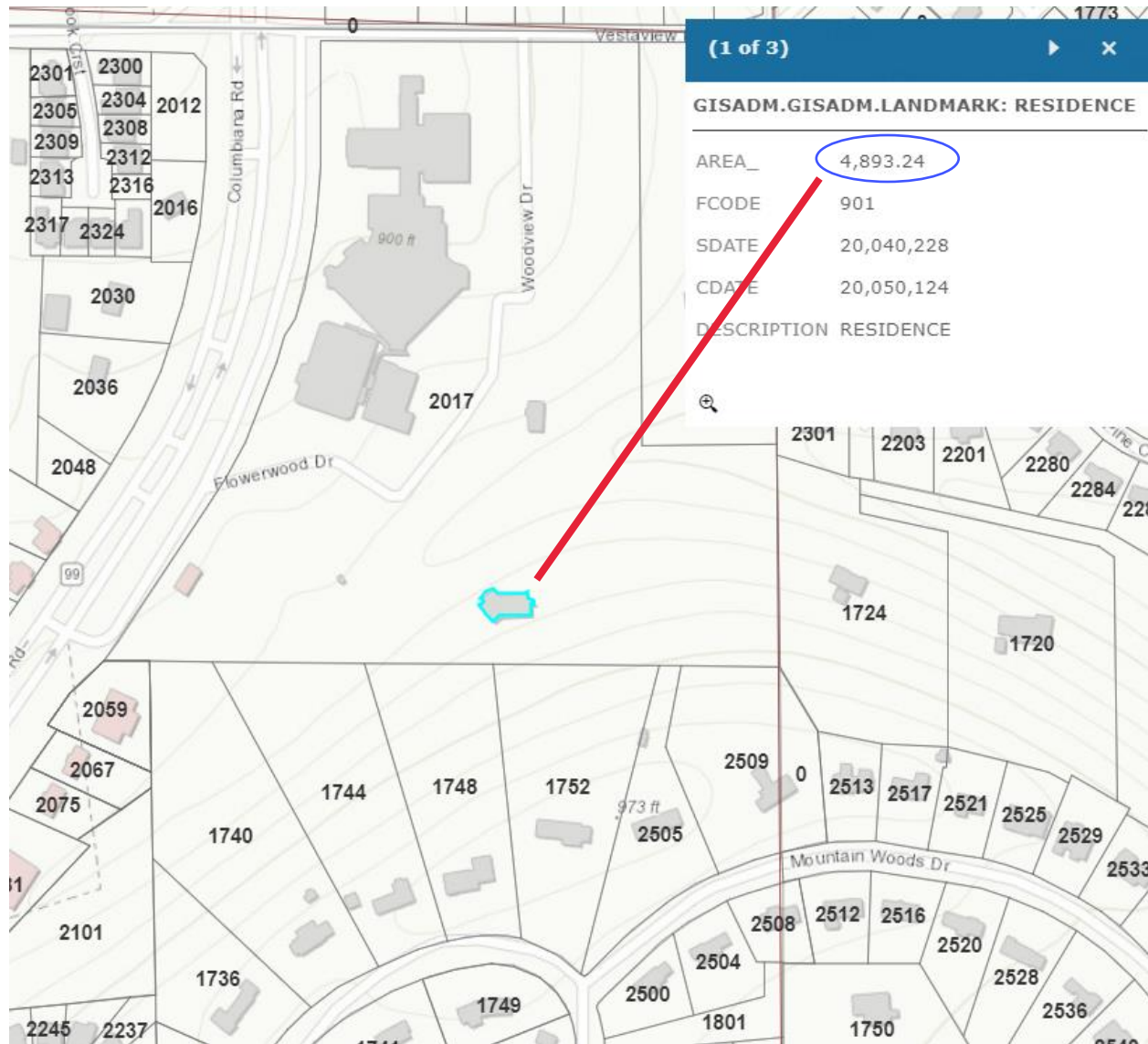
Exhibit Ordinance No. 3074

N





Zoning1	
PARCELID	2900253001008000
DISTRICT	020
ESN_NUM	62
PROPADD	2017 COLUMBIANA RD
TAX_TOWNSH	29
SECTION	25
QSECTION	3
BLOCK	001
PARCEL	008000
VH_ZONING	Inst-1
ZNG_ORD	2358
ZNG_ORD_DT	01/17/2011
ZNG_ORD2	
ZNG_ORD3	
Zoom to ...	



RESOLUTION NUMBER 5365

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE
A LIGHTNING DETECTION SYSTEM FOR THE CITY OF VESTAVIA
HILLS PARKS AND RECREATION DEPARTMENT**

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

1. The City Manager is hereby authorized to accept a service proposal from Perry Weather for a lightning detection system for the City of Vestavia Hills in order to detect lightning events within and around the City at a cost not to exceed \$13,900; and
2. Said service proposal is marked as “Exhibit A” a copy of which is attached to and incorporated into this Resolution Number 5365 as if written fully therein; and
3. This purchase shall be expensed from the Capital Projects Fund; and
4. This Resolution Number 5365 shall become effective immediately upon adoption and approval.

DONE, ADOPTED and APPROVED this the 20th day of December, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

INTEROFFICE MEMO

Date: December 1, 2021

TO: Jeff Downes
City Manager

From: Brian Davis
Director of Public Services

RE: Lightning Detection for parks

This past summer the staff at the aquatic complex relied on general weather apps to detect lightning in the area along with listening for thunder. In addition to the VHAC during one of our tournaments at LP, we had to rely on a general weather app to determine if we should stop play or not.

I have researched multiple lightning detection options, and presented to the Parks and Recreation Board at a work session. Perry Weather provided a proposal that would cover Wald Park, Cahaba Heights Park, Liberty Park and SHAC with lightning detection. This company serves the Robert Trent Jones Golf Trail, the Alabama Golf Association, the City of Oxford, Alabama as well as numerous other clients.

The initial cost to place detectors at these 4 facilities with the software and warning system would be \$13,900. This is an unbudgeted expense. The Park Board unanimously supported the purchase of this system. I am requesting that we place this on the next agenda for Council consideration.

I have also had discussions with the VHHS athletic department about the system for the high school and Pizitz outdoor facilities (LPMS would fall under the LP system).

I have attached the proposal, as well as the service proposal from Perry Weather.

CC: Rebecca Leavings
Kirk McCulley



City of Vestavia Hills - 4 OWS + 3 WxS

Reference: 20211007-152909067

Quote created: October 7, 2021

Quote expires: January 5, 2022

Quote created by: Patrick McKinley

patrick@perryweather.com

Products & Services

Item & Description	Quantity	Unit Price	Total
Software + Outdoor Warning System (OWS) Subscription Bundle Subscription to Perry Weather software and Outdoor Warning System (OWS) hardware 30 Users - Web & Mobile App +Meteorological Support +4 OWS +Public Address Functionality (text-to-speech) +3 FREE WxS +Historical Analytics +Website Widget for Parks Pages	1	\$8,500.00 / year	\$8,500.00 / year for 7 years
Full-Service Installation - Outdoor Warning System (OWS)	4	\$1,350.00	\$5,400.00
Subtotals			
Annual subtotal			\$8,500.00
One-time subtotal			\$5,400.00
		Total	\$13,900.00

Questions? Contact me



Patrick McKinley

patrick@perryweather.com

Perry Weather

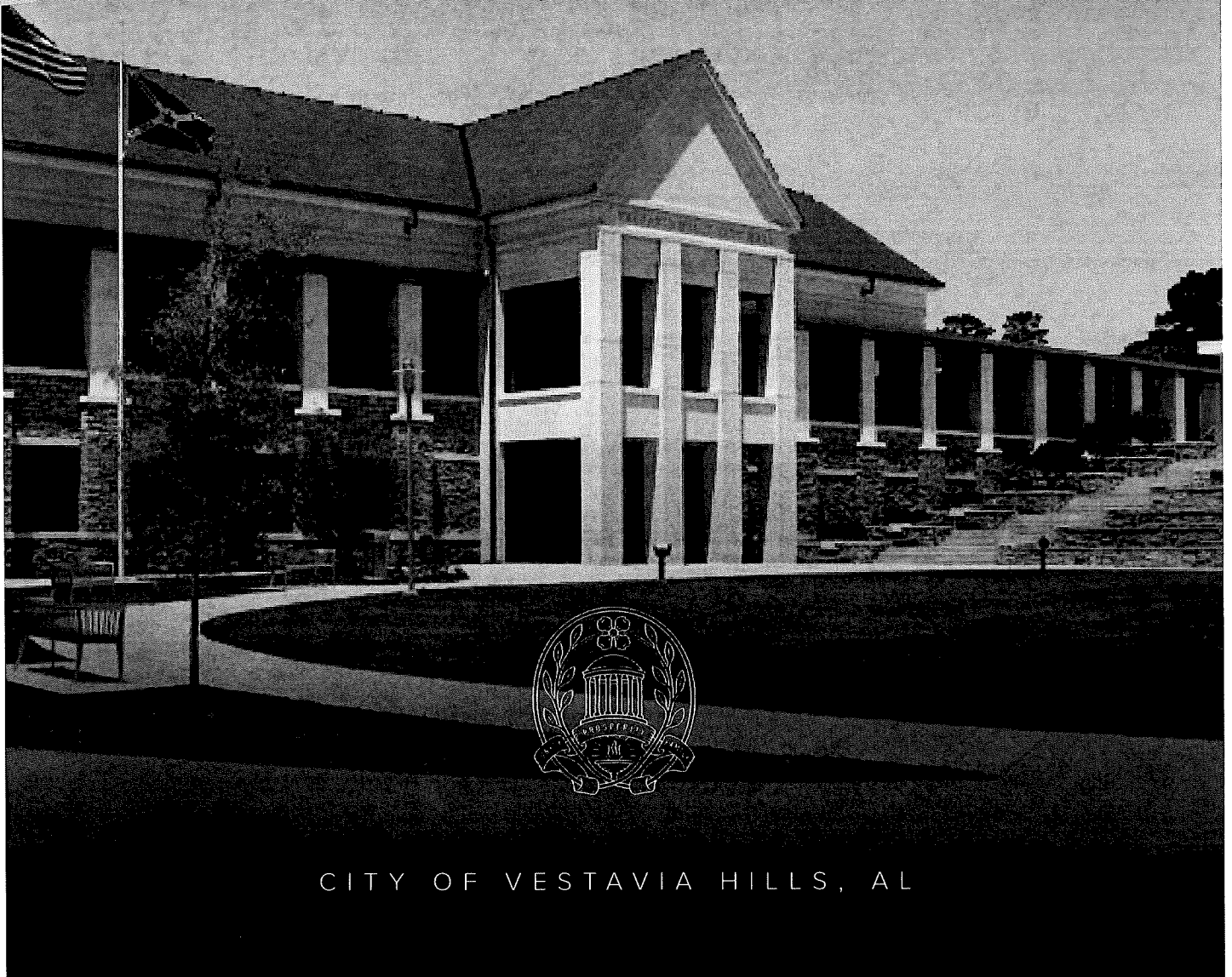
1355 Motor Circle

Dallas, Texas 75207

United States

perry  weather

S E R V I C E P R O P O S A L



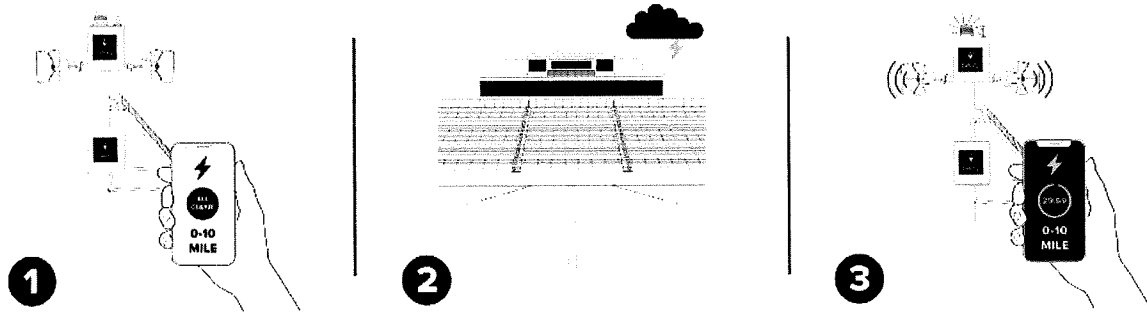
CITY OF VESTAVIA HILLS, AL

OPPORTUNITY

Perry Weather is prepared to equip the City of Vestavia Hills with its industry-leading severe weather notification and lightning detection platform. This complete weather service provides proactive solutions with real-time lightning data, live all-clear countdown timers and automated severe weather alerts, with the ability to monitor on-site weather data from anywhere. Through its cloud-based software and on-site alerting system, Perry Weather has the perfect solution to keep all Vestavia Hill staff, residents and visitors informed and protected.



SOLUTION



Perry Weather's fully comprehensive and cloud-based solution delivers real-time weather alerts across all channels. Optimizable through web, mobile, and on-site hardware devices, the platform seamlessly integrates communication to successfully broadcast all weather and emergency information instantly.

Features:

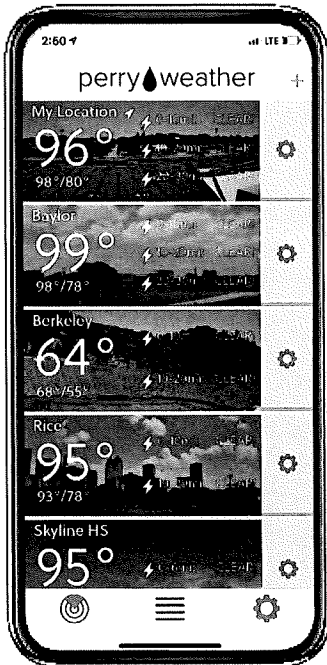
Web & Mobile App - Cloud-based software suite that equips staff with real-time weather information from any web-enabled device, including a native app on both iOS and Android mobile phones. Accessible from anywhere, Pocket Perry's web and mobile solution connects users to live, crucial data, accurate forecasting and instant text message/email alerts.

Outdoor Warning System - A truly wireless, cloud-based lightning warning system, with audio and visual alerting capability. Constantly operational, the OWS communicates with the Pocket Perry software to provide round-the-clock surveillance with zero false alarms and no maintenance required. The optional Public Address functionality provides critical emergency management applications with custom text-to-speech broadcast messaging directly through the mobile app.

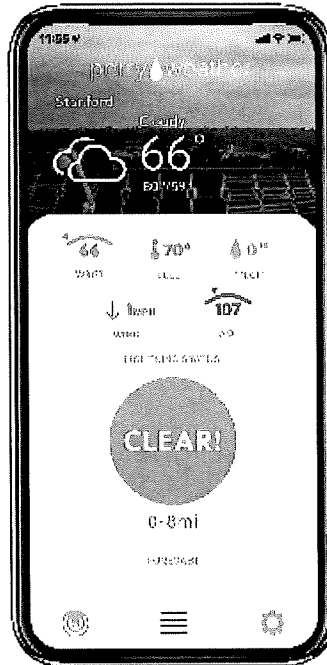
Weather Station - Continually monitor site-specific weather conditions in real-time with Perry Weather's network of wireless Pocket Perry Weather Stations. Direct integration produces the vital weather data needed for critical policy decisions up to 12x faster than any other station available. Capable of being equipped with up to fifteen sensors, users can track readings such as temperature, wet-bulb globe temperature, wind chill, rainfall, air quality and many more from the palm of their hand.

Meteorological Support - fully-staffed expert meteorologists on-call and ready to provide actionable insights concerning atmospheric uncertainties. Access included in the services of the web and mobile app.

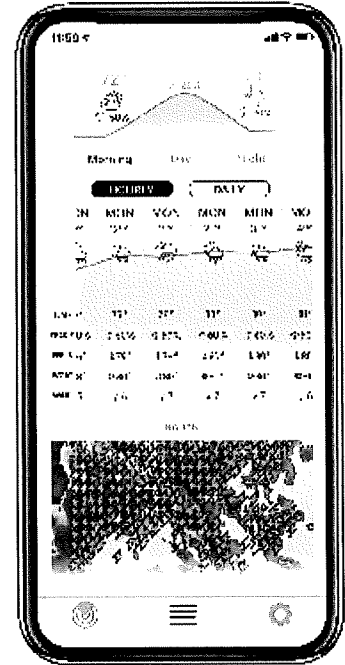
FEATURES



Monitor all of your locations simultaneously



Live lightning and precipitation timers



In-depth future forecasting

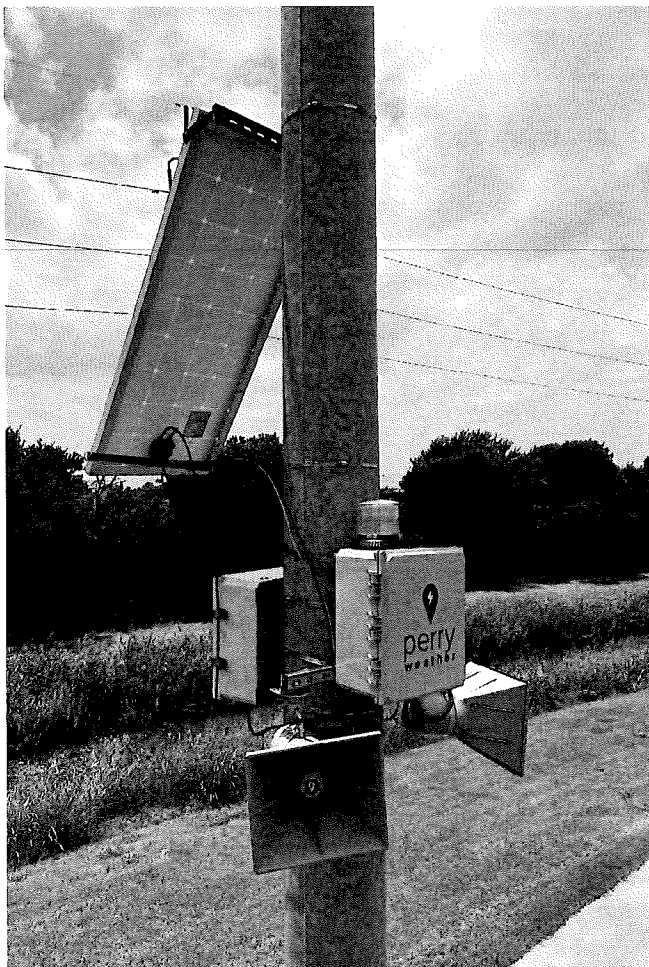
- Cloud-based web and mobile app
- Multilocation and mobile GPS tracking capability
- Nationwide visible lightning detection data in real-time
- Unlimited individual user account access
- Unlimited text alerts
- Customizable lightning delay timers
- Adjustable lightning alerts up to 60 miles away
- Fully customizable user-defined alert settings
- High-Definition looping radar Imagery with 90-minute future radar; updated every 2.5 minutes
- Precipitation timers and storm corridor tracking
- Wireless syncing with hardware units
- Fully wireless, automated, outdoor warning sirens with high-visibility strobe
- Remote configuration from any web-enabled device
- Automated and manual triggering capability
- Hyperlocal weather data through on-site weather station with current and historical analytics for temperature, humidity, precipitation, WBGT, wind speed, wind chill and more
- 24/7 on-call meteorological support with immediate response; Direct chat and email functionality available through app
- P.A. Functionality available to provide custom text-to-speech messaging through OWS from your web or mobile app



STRATEGY

Perry Weather will send a team of its own local engineering technicians to prepare and install its industry-leading Outdoor Warning System and on-site Weather Station to allow complete coverage for your facilities while arming all parks staff with live lightning alerts, hyperlocal weather analytics and 24/7 meteorological support.

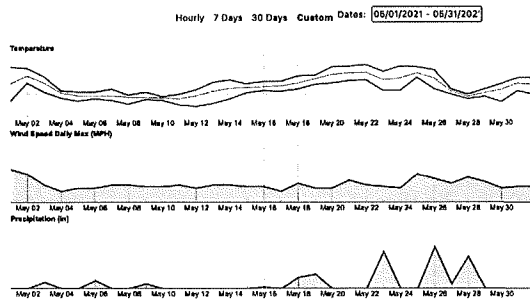
As opposed to our competition, our installation will not require any additional wiring for power or network, and will be mounted in such a way that will not ruin the structural integrity of any existing facility or inhibit activity. This install will occur in a timely manner, within 2 weeks of an order being processed, unless a given date is otherwise specified. Should any hardware experience damage or need repairs, our technicians will return on-site in a timely manner and the cost will be covered under the renewable warranty included for the duration of the agreement.



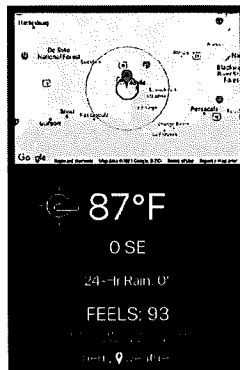
Evanston Township High School
 Updated: 4/29/2021, 05:20:48 PM
85°F 86°F Max
 70°F Min
 Feels Like: 82°F
 Wind: 2 MPH ENE
 WGBT: 85
 24hr Precip: 0.27"



Today
 Temp: H/L: 86 / 70°F
 Humidity Max: 97%
 Wind Max: 9 MPH
 Precip Total: 0.27 In
 Past 7 Days
 Temp: H/L: 84 / 65°F
 Wind Max: 15 MPH
 Precip Total: 1.9 In
 Past 30 Days
 Temp: H/L: 93 / 49°F
 Wind Max: 18 MPH
 Precip Total: 5.4 In



Custom Output
 Temp High:
 88°F
 02:00-03:00
 Temp Low:
 34°F
 02:00-03:00
 Wind Max:
 21MPH
 02:00-03:00
 Precip Total: 1
 In
[Download Data](#)



0-8 mi

Clear!

LIGHTNING STATUS



OUTDOOR WARNING SYSTEM
SPECIFICATION SHEET

12V DC BATTERY BACK-UP

100 WATT SOLAR PANEL

DEDICATED CELLULAR NETWORK

AUTOMATIC OR MANUAL TRIGGERING

135dB AUDIBLE SIREN

CUSTOMIZABLE HORN DIRECTION

HIGH-VISIBILITY STROBE

TEXT-TO-SPEECH FUNCTIONALITY (OPTIONAL)

SEAMLESS INTEGRATION W/ APP

INSTALL VIRTUALLY ANYWHERE

COMPATIBLE W/ WEATHER STATION

NO ON-SITE SENSORS

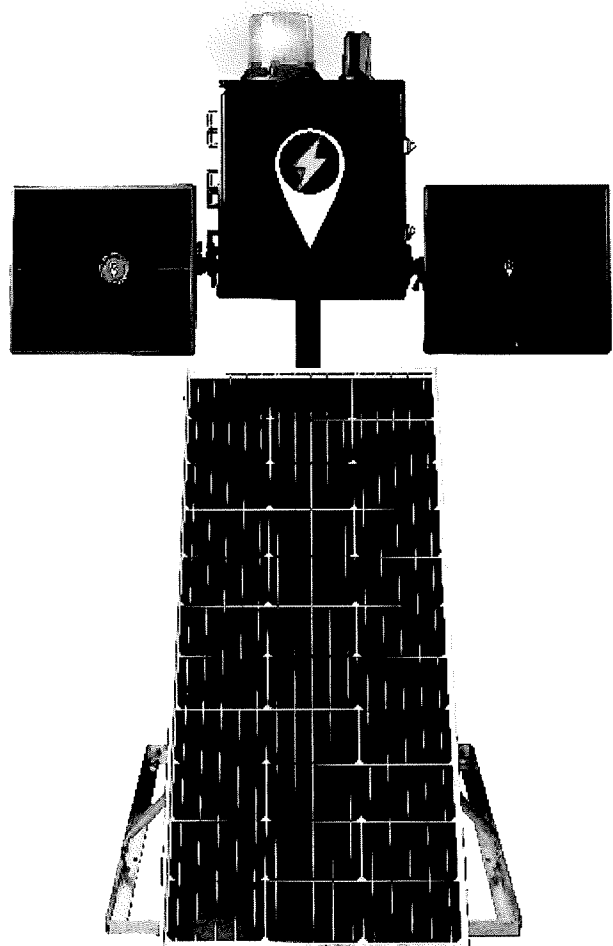
NO MAINTENANCE

REMOTE MONITORING

TEXT & EMAIL NOTIFICATIONS

CUSTOM ALERT TIMES

OUTDOOR WARNING SYSTEM (OWS)





WEATHER STATION SPECIFICATION SHEET

12V DC BATTERY BACK-UP

100 WATT SOLAR PANEL

DEDICATED CELLULAR NETWORK

HD (1080p) WIDE ANGLE CAMERA

HISTORICAL ANALYSIS

REAL-TIME POLICY ALERTS

INTEGRATION W/ WEB & MOBILE APP

HIGH-VISIBILITY STROBE (OPTIONAL)

CUSTOMIZATION AVAILABLE

AVAILABLE SENSORS/METRICS

TEMPERATURE

HUMIDITY

WIND SPEED

WIND DIRECTION

WIND CHILL

WETBULB GLOBE TEMPERATURE

HEAT INDEX

PRECIPITATION

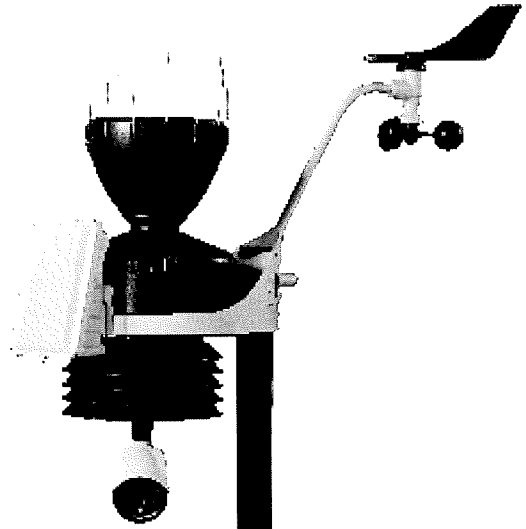
AIR QUALITY

SOIL TEMPERATURE

SYNTHETIC TURF TEMPERATURE

OTHER SENSORS AVAILABLE UPON REQUEST

WEATHER STATION (WxS)





PROFILE

Perry Weather is a full-service weather technology firm, with the ultimate mission of keeping its customers safe and secure. We seek to enrich the user experience and enable a more streamlined approach. Through leading-edge technology and close client interaction, we provide users with reliable tools to make informed decisions. With hundreds of clients spanning dozens of industries, including schools, municipalities, golf, professional sports teams, oil, renewable energy and more.

NOTABLE CLIENTS

**Robert Trent Jones Golf Trail - Country Club of Mobile - Alabama Golf Association
City of Oxford, AL - City of Allen, TX - City of Irving, TX - City of McKinney, TX
Sarasota County Schools - Reynolds Lake Oconee**

CONTACT

1355 Motor Cir, Dallas, TX 75207 | patrick@perryweather.com | (214) 773-1214

ORDINANCE NUMBER 3076

AN ORDINANCE APPROVING AN AGREEMENT FOR CANCELLATION OF PRESENT CONTRACT AND SUBSTITUTION OF NEW CONTRACT REGARDING THE COLLECTION AND DISPOSAL SERVICES FOR SINGLE-FAMILY RESIDENTIAL GARBAGE, TRASH, RECYCLABLES, LEAVES AND STORM DEBRIS (“AGREEMENT”) AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT, WHICH IS ATTACHED HERETO AND MARKED AS EXHIBIT 1.

WITNESSETH THIS ORDINANCE NUMBER 3076 APPROVED AND ADOPTED by the City Council of the City of Vestavia Hills, Alabama on this the 10th day of January, 2022.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, as “City,” and AmWaste, LLC, as “Contractor,” wish to cancel and terminate that certain Contract dated August 26, 2020 for the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris (“Present Contract”); and

WHEREAS, the City of Vestavia Hills, Alabama, as “City,” and Cahaba Solid Waste Disposal Authority, as “Authority” or “CSWDA”, contemplate entering into a written Agreement (“New Contract”) for said services to be executed and delivered concurrently with the execution and delivery of the cancellation of the Present Contract; and

WHEREAS, AmWaste, LLC will be the service provider (“Contractor”) for the New Contract by and between the City and CSWDA; and

WHEREAS, a copy of the Agreement for Cancellation of Present Contract and Substitution of New Contract regarding the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris (“Agreement”) is attached hereto, marked as Exhibit 1 and is incorporated verbatim into this Ordinance Number 3076 by reference as though set out fully herein.

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

- 1.** The recitals set forth in the premises above are hereby approved, confirmed and ordained by the enactment of this Ordinance Number 3076.
- 2.** Exhibit 1, attached hereto, is hereby incorporated verbatim into this Ordinance Number 3076 by reference as though set out fully herein.

3. Upon approval, adoption and enactment of this Ordinance Number 3076 the Mayor and City Manager are hereby authorized and directed to execute and deliver the Agreement marked as Exhibit 1 and any and all other documents and to take whatever action is necessary all in accordance with the terms, provisions and conditions of the Agreement attached hereto. The signing of the Agreement shall be done concurrently with the execution and delivery of the “New Contract” more particularly described in Ordinance Number 3077.

4. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

5. 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.

ORDAINED, APPROVED, ADOPTED, DONE and ORDERED on this the 10th day of January, 2022.

Ashley C. Curry
Mayor

ATTESTED BY

Rebecca Leavings
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 10th day of January, 2022 while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this _____ day of January, 2022.

Rebecca Leavings, City Clerk

STATE OF ALABAMA
JEFFERSON COUNTY

**AGREEMENT FOR CANCELLATION OF PRESENT CONTRACT
AND SUBSTITUTION OF NEW CONTRACT**

WITNESSETH THIS AGREEMENT FOR CANCELLATION OF PRESENT CONTRACT AND SUBSTITUTION OF NEW CONTRACT (“Agreement”) made and entered into on this the 10th day of January, 2022 by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama (hereinafter referred to as “City”), and Am Waste, LLC with its principal place of business being located at 1400 Porter Road in Sylvan Springs, Alabama 35118 (hereinafter referred to as “Contractor”).

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama invited sealed competitive bids for a new three (3) year contract beginning October 1, 2020 for the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris; and

WHEREAS, the City Council found and determined that the bid submitted by AmWaste, LLC on May 28, 2020 was the lowest and most responsive bid submitted; and

WHEREAS, on July 13, 2020, the City Council approved and adopted Resolution Number 5255, accepting the bid submitted by AmWaste, LLC; and

WHEREAS, on August 24, 2020, the City Council approved and adopted Ordinance Number 2946 authorizing and directing that the Mayor and City Manager execute and deliver a Contract with AmWaste, LLC; and

WHEREAS, on August 26, 2020, the City and Contractor executed and delivered a Contract for a period of three (3) years beginning October 1, 2020 and ending September 30, 2023 at a price of Twenty-two and 27/100 Dollars (\$22.27) per month for single-family residential dwellings;
WHEREAS, the Contract provides, among other things, in Section 7b as follows:

“7. **MISCELLANEOUS**

b. **WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or **cancellation or replacement** (*emphasis added*) of this Contract shall not be valid unless in writing and signed by the City and Contractor. This Contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.”; and

WHEREAS, a copy of the Contract dated August 26, 2020 between the City and Contractor (hereinafter simply referred to as the “2020 Contract”) is attached hereto, marked as Exhibit A and is incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, the City of Vestavia Hills, Alabama joined together with the Cities of Hoover, Trussville, Mountain Brook and Pelham to incorporate a Solid Waste Disposal Authority known as “Cahaba Solid Waste Disposal Authority” pursuant to the authority of Chapter 89(A) of Title 11 of the *Code of Alabama, 1975*; and

WHEREAS, the Certificate of Incorporation of Cahaba Solid Waste Disposal Authority (hereinafter referred to as “the Authority” or “CSWDA”) was filed with the Alabama Secretary of State on June 15, 2021 and the Certificate of Formation was recorded as Entity 867-812; and

WHEREAS, the Cities of Homewood, Alabama and Clanton, Alabama subsequently became determining municipalities and participants of CSWDA; and

WHEREAS, CSWDA is authorized by Title 11-89A-8(a)(12), *Code of Alabama, 1975*, to:

“(12) To make, enter into, and execute such contracts, agreements, leases and other instruments and to take such other actions as may be necessary or convenient to accomplish any purpose for which such authority was organized or to exercise any power expressly granted under this chapter”; and

WHEREAS, any and all contracts entered into by CSWDA are exempt from competitive bid laws by virtue of Title 11-89A-18, *Code of Alabama, 1975*, which provides as follows:

“Any authority and all contracts made by it shall be exempt from the laws of the State of Alabama requiring competitive bids for any contract to be entered into by municipalities or public corporations authorized by them, including, but without limitation to, the provisions of Article 3 of Chapter 16 of Title 41”; and

WHEREAS, CSWDA and AmWaste, LLC entered into a written contract on September 28, 2021 for the collection and disposal of single-family residential garbage and trash for and in consideration of \$22.27 per month per single family dwelling for and during a term of ten (10) years beginning October 21, 2021 and ending September 30, 2031; and

WHEREAS, a copy of the contract between CSWDA and AmWaste, LLC is attached hereto, marked as Exhibit B and is incorporated herein by reference as though set out fully herein; and

WHEREAS, CSWDA is authorized by Title 11-89A-8(a)(16), *Code of Alabama, 1975*, to:

“(16) To enter into a management contract or contracts with any municipality, any county, or any person or persons for the management, supervision or operation of all or any part of its facilities as may in the judgment of such authority be necessary or desirable in order to perform more efficiently or

economically any function for which it may become responsible in the exercise of the powers conferred upon it by this chapter;”

WHEREAS, Title 11-89A-15(a) and (b), *Code of Alabama, 1975*, provide as follows:

“(a) For the purpose of attaining the objectives of this chapter, any county, municipality, or other political subdivision, public corporation, agency, or instrumentality of the state, a county or municipality may, upon such terms and with or without consideration, as it may determine, do any or all of the following:

(b) Any county, municipality, or other political subdivision, public corporation, agency, or instrumentality of the state, a county or municipality are each hereby specifically authorized to enter into a contract or contracts obligating any such entity to dispose of its solid waste, or any part thereof, at a facility or facilities owned or operated by such authority and obligating such county, municipality, or other political subdivision, public corporation, agency, or instrumentality of the state, a county or municipality to make payments to such authority for such disposal. The terms, provisions, and conditions of any such contract or contracts shall be such as a governing body of any such county, municipality, or political subdivision, public corporation, agency, or instrumentality of the state, a county, or municipality deems appropriate. Any such contract or contracts may provide for the continuous disposal of such solid waste from year to year, but for a term not to exceed 45 years. Any costs to any such county, municipality, or other political subdivision, public corporation, agency, or instrumentality of the state, a county, or municipality shall be paid annually out of the general operating funds of any such county, municipality, or other political subdivision, public corporation, agency, or instrumentality of the state or any county or municipality, and the entering into of such contract or contracts shall not constitute the incurring of a debt by such county, municipality, or other political subdivision, public corporation, agency, or instrumentality of the state or any county or municipality within the meaning of any constitutional or statutory limitations on debts of the state, the counties, or the municipalities.; and

WHEREAS, the City of Hoover, as a participating member of CSWDA and CSWDA entered into a written contract on October 1, 2021 for the collection and disposal of single-family residential garbage and trash collection services for a term of ten (10) years beginning October 1, 2021 for and in consideration of \$22.27 per month per single family residential dwelling; and

WHEREAS, the City of Vestavia Hills wishes to cancel its contract with AmWaste, LLC dated August 26, 2020 designated as Exhibit A attached hereto and to substitute and enter into a contract with CSWDA for the collection and disposal of single-family residential garbage and trash collection services for a term of ten (10) years for and in consideration of \$22.27 per month per single-family residential dwelling; and

WHEREAS, a copy of the proposed contract by and between the City of Vestavia Hills, Alabama (“City”) and Cahaba Solid Waste Disposal Authority (“CSWDA”) is attached hereto, marked as Exhibit C and is incorporated herein by reference as though set out fully herein; and

WHEREAS, AmWaste, LLC, as Contractor, acknowledges and agrees that its contract with CSWDA dated September 28, 2021 (Exhibit B) reads in section 4 as follows:

“4) **SCALABILITY OF CONTRACT.** The Contractor understands and agrees that the scope of this contract may be amended from time to time upon to include additional locations within the jurisdiction of the Authority and that upon designation by a Participating Governmental Unit of their governing body for the Authority to administer its solid waste collection and disposal that the Contractor is the Authority’s preferred provider, who shall maintain the ability to scale services up to a minimum of 70,000 units and in accordance with this Agreement. Notice for scalability of the respective Participating Governmental Unit to bring online services with Contractor shall be 180 days, unless otherwise negotiated. The following schedule shall indicate which municipality and the date of service commencement:

<u>Municipality</u>	<u>Date of Service Commencement</u>
Hoover, Vestavia Hills	October 1
Pelham	January 1

Each Participating Governmental Unit shall sign and deliver an agreement in the form set forth in Exhibit F, choosing their level of service from services available to the Authority in the RFP or as otherwise negotiated.”

WHEREAS, the City of Vestavia Hills, Alabama wishes to:

1. Cancel the contract with AmWaste, LLC dated August 26, 2020 marked as Exhibit A; and
2. Execute and deliver a contract with CSWDA marked as Exhibit C; and
3. That the cancellation and substitution will result in absolutely no loss or interruption of single-family residential garbage and trash collection; and
4. That AmWaste, LLC will continue to provide services for the collection and disposal services for single-family residences in the City of Vestavia Hills, Alabama for a period of ten (10) years pursuant to its contact with CSWDA dated September 28, 2021 marked as Exhibit B; and

WHEREAS, the City of Vestavia Hills, Alabama, as “City,” and AmWaste, LLC, as “Contractor,” wish to reduce their agreement to writing.

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

I. RECITALS The recitals set forth above are incorporated herein by reference as thought set out fully herein.

II. EXHIBITS: The following exhibits are attached hereto and are incorporated verbatim by reference as though set out fully herein.

<u>Exhibit Number</u>	<u>Document</u>
A	Contract dated August 26, 2020 by and between the City of Vestavia hills, Alabama (“City”) and AmWaste, LLC (“Contractor”).
B	Contract dated September 28, 2021 by and between Cahaba Solid Waste Disposal Authority (“Authority” or “CWSDA”) and AmWaste, LLC (“Contractor”).
C	Contract dated January 24, 2022 by and between the City of Vestavia Hills, Alabama (“City”) and Cahaba Solid Waste Disposal Authority (“Authority” or “CSWDA”).

III. CANCELLATION OF CONTRACT DATED AUGUST 26, 2020 BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA AND AMWASTE, LLC: The Contract dated August 26, 2020 by and between the City of Vestavia Hills, Alabama (“City”) and AmWaste, LLC (“Contractor”) is hereby cancelled and terminated.

IV. SIMULTANEOUS EXECUTION AND DELIVERY OF DOCUMENTS: This Agreement for Cancellation of Present Contract (Exhibit A) and Substitution of New Contract (Exhibit C) shall be executed and delivered concurrently with the execution and delivery of the Contract dated January 24, 2022 by and between the City of Vestavia Hills, Alabama (“City”) and CSWDA (“Authority” or “CSWDA”).

V. NO LOSS OR INTERRUPTION OF SERVICES: AmWaste, LLC acknowledges and agrees that the cancellation of the Contract marked as Exhibit A and the substitution of the Contract marked as Exhibit C will not result in any loss, lapse or interruption of services by AmWaste, LLC for the collection and disposal of single-family residential garbage and trash services in the City of Vestavia Hills, Alabama.

VI. EFFECTIVE DATE FOR CANCELLATION OF THE CONTRACT MARKED AS EXHIBIT A: Anything contained in this Agreement to the contrary notwithstanding, the City of Vestavia Hills (“City”) and AmWaste, LLC (“Contractor”) agree that the effective date of the cancellation of the Contract marked as Exhibit A will be the date that the Contract dated January 24, 2022 and marked as Exhibit C is executed and delivered by the City of Vestavia Hills, Alabama and CSWDA. If Exhibit C is not executed and delivered, then in such event the Contract marked as Exhibit A shall not be cancelled and shall remain in full force and effect.

VII. MISCELLANEOUS

A. NON WAIVER: The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this Contract shall not be valid unless in writing and signed by the City and Contractor. This Contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

C. NOTICES: Any and all notices required or permitted to be given under this Contract will be sufficient if furnished in writing and sent by Registered Mail to the parties’ last known address.

D. CONSTRUCTION OF TERMS: The City and Contractor negotiated the terms, provisions and conditions of this Contract and both parties had the equal opportunity for input for the drafting of this Contract. Therefore, any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.

E. GOVERNING LAW: This Contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

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

G. EXECUTION IN COUNTERPARTS: The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The Contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.

I. SEVERABILITY: In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. SURVIVAL: All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

K. ENTIRE AGREEMENT: This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals, as of this the 10th day of January, 2022.

CITY:

**CITY OF VESTAVIA HILLS, ALABAMA
An Alabama Municipal Corporation**

By: _____
Ashley C. Curry
Mayor

By: _____
Jeffrey D. Downes
City Manager

SEAL of the City of Vestavia Hills, Alabama
ATTESTED:

By _____
Rebecca Leavings
City Clerk

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE

I, the undersigned, 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, an Alabama municipal corporation, is signed to the foregoing Agreement for Cancellation of Present Contract and Substitution of New Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Mayor 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 10th day of January, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE

I, the undersigned, 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, an Alabama municipal corporation, is signed to the foregoing Agreement for Cancellation of Present Contract and Substitution of New Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such City Manager 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 10th day of January, 2022.

Notary Public

My Commission Expires:

SEAL

CONTRACTOR:

AMWASTE, LLC

(CORPORATE SEAL)

By: _____
Its _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE FOR CONTRACTOR

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of AmWaste, LLC is signed to the foregoing Agreement for Cancellation of Present Contract and Substitution of New Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said AmWaste, LLC.

Given under my hand and official seal this _____ day of January, 2022.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA

EXHIBIT A

JEFFERSON COUNTY

CONTRACT

THIS CONTRACT FOR THE COLLECTION AND DISPOSAL SERVICES FOR SINGLE-FAMILY RESIDENTIAL GARBAGE, TRASH, RECYCLABLES, LEAVES AND STORM DEBRIS ("Contract") is made and entered into on this the 26th day of August, 2020 by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama (hereinafter referred to as "City"), and AmWaste, LLC with its principal place of business being located at 1400 Porter Road in Sylvan Springs, Alabama 35118 (hereinafter referred to as "Contractor").

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama presently has a contract with Republic for the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris, which terminates on September 30, 2020; and

WHEREAS, the City of Vestavia Hills, Alabama invited sealed competitive bids for a new three (3) year contract beginning October 1, 2020; and

WHEREAS, the notice advertised by the City of Vestavia Hills inviting sealed competitive bids for the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris requested that bidders submit bids for several different levels of service; and

WHEREAS, four different companies responded by submitting sealed bids; and

WHEREAS, AmWaste, LLC submitted its bid on May 28, 2020 and included bids for several different levels of service as requested by the City; and

WHEREAS, the City Council found and determined that the bid submitted by AmWaste, LLC was the lowest and most responsive bid submitted; and

WHEREAS, the City Council approved and adopted Resolution Number 5255 on July 13, 2020, which accepted the bid submitted by AmWaste, LLC upon the condition that the City Council would withhold the determination of the level of service to be provided by said Contractor until the Community Engagement Process had been completed; and

WHEREAS, the Community Engagement Process has now been completed; and

WHEREAS, the City Council finds and determines that the best level of services are those services more particularly described in Section F on page 28 of the Bid Documents and more particularly described in Section 6 of this Contract; and

WHEREAS, the City and the Contractor are required by the Alabama Competitive Bid Law and the Contract Documents to reduce their agreement to writing in the form of a written contract; and

WHEREAS, Alabama law at Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances and all of the property, real and personal, belonging to the City; and

WHEREAS, Title 11-43-43, *Code of Alabama, 1975*, provides that all legislative powers granted to cities shall be exercised by the City Council; and

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities bodies corporate and gives them the power to contract and be contracted with; provided, however, that the contract is in writing as required by Title 11-47-5, *Code of Alabama, 1975*; that the execution and delivery of the contract shall have first been approved by the City Council, *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011), in the form of an ordinance or resolution, *Van Antwerp, et al v. Board of Commissioners of City of Mobile*, 217 Ala. 201, 115 So. 239 (1928); that the contract be signed by the Mayor as required by Title 11-43-83, *Code of Alabama, 1975*; and that the contract be signed by the City Manager as required by Title 11-43-21(7), *Code of Alabama, 1975*.

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

1. The recitals set forth above are incorporated herein by reference as thought set out fully herein.

2. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks and all other necessary items to provide Residential Garbage and Trash Collection and Disposal, and Residential Recycling Collection services as specified and to perform all of the work called for and described in the Contract Documents.

3. The Contract Documents shall include the following documents, and the Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in the Contract:

	<u>Document</u>	<u>Exhibit</u>
a.	Contract Agreement.	
b.	Bid Form completed by Contractor.	3b
c.	Bid Bond.	3c
d.	Invitation to Bid.	3d
e.	Instructions to Bidder.	3e

f.	Performance Bond.	3f
g.	General Conditions.	3g
h.	Supplemental Conditions.	3h
i.	Special Conditions.	3i
j.	Specifications.	3j
k.	Addenda to Bid Specifications.	3k
l.	Forms.	3l
m.	Exhibits.	3m
n.	Payment Bond.	3n
o.	All Contract Addenda.	3o

4. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

5. This Contract is entered into subject to the following conditions:

a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.

b. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the City.

c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

6. The notice advertised by the City of Vestavia Hills inviting sealed competitive bids for the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris requested that bidders submit bids for several different levels of service.

The Contractor, AmWaste, LLC, submitted its sealed bid to the City of Vestavia Hills on May 28, 2020. A copy of that Bid is attached hereto, marked as Exhibit 2b and is incorporated into this Contract by reference as though set out fully herein.

On August 24, 2020, the City Council approved and adopted Ordinance Number 2946 accepting Level F as set forth on Contractor's Bid Exhibit 3b and authorized and directed the Mayor and City Manager to execute and deliver this Contract for and on behalf of the City.

For the sake of clarity and the benefit of the general public, the City and Contractor wish to set forth the services to be performed by the Contractor for and during the term of this Contract or any extension thereof.

Anything contained in the Contract Documents to the contrary notwithstanding, the City and Contractor expressly and mutually agree that the services to be performed by the Contractor shall be as follows:

a. **FIRST WEEKLY CONTAINERIZED PICKUP:** The first weekly containerized pickup shall be limited to "garbage" as defined in Section III-A-5 of the Specifications. The Contractor shall deliver the garbage to an Alabama Department of Environmental Management (ADEM) approved facility for disposal.

b. **SECOND WEEKLY CONTAINERIZED PICKUP:** The occupant of the single-family residential dwelling may put "garbage" (as defined in Section III-A-5 of the Specifications) and "recyclable materials" (as defined in Section III-A-8 of the Specifications) in the cart/container for the second weekly containerized pickup.

Contractor shall deliver all second weekly containerized pickups to Repower South in Montgomery, Alabama. The combined waste for all said second weekly containerized pickups (garbage and recyclable materials) shall be separated by Repower South. The recycled materials shall be processed thereafter in the normal recycling course of business.

c. **LANDFILL:** Contractor hereby guarantees that for and during the term of this Contract or any extension thereof, the Contractor shall always deliver all of the **second** weekly containerized pickup to a facility that will either:

i. Separate the garbage from the recyclable materials and be processed as described in section b. above; or

ii. Reduce or repurpose the combined material as comingled with a process that significantly reduces the amount of waste material that will require landfilling.

iii. If Contractor and Repower South cease to do business for any reason whatsoever, then in such event the City and Contractor expressly agree that they will mutually agree on another recycling facility to perform the services formerly done by Repower South and amend this Contract in writing to reflect that change.

d. **TRASH:** Trash, as defined in Section III-A-6 of the Specifications, shall be picked up by the Contractor and disposed of at the landfill in Sylvan Springs, Alabama within ten (10) days after the occupant has placed said trash at curbside.

e. **MONTHLY COST:** In consideration of the services performed by Contractor, as set forth in sections a, b, c and d above, the City shall pay to Contractor each month as shown on Exhibit 2b being an amount equal to the number of single-family residential dwellings serviced by Contractor that month multiplied by \$22.27 per said dwellings.

7. **MISCELLANEOUS**

a. **NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

b. **WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this Contract shall not be valid unless in writing and signed by the City and Contractor. This Contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

c. **NOTICES:** Any and all notices required or permitted to be given under this Contract will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

d. **CONSTRUCTION OF TERMS:** The City and Contractor negotiated the terms, provisions and conditions of this Contract and both parties had the equal opportunity for input for the drafting of this Contract. Therefore, any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.

e. **GOVERNING LAW:** This Contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

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

g. **EXECUTION IN COUNTERPARTS:** The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. **BINDING EFFECT:** The Contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.

i. **SEVERABILITY:** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

j. **SURVIVAL:** All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

k. **ENTIRE AGREEMENT:** This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals, as of this the _____ day of August, 2020.

CITY:

CITY OF VESTAVIA HILLS, ALABAMA
An Alabama Municipal Corporation

By: Ashley C. Curry
Ashley C. Curry
Mayor

By: Jeffrey D. Downes
Jeffrey D. Downes
City Manager

SEAL of the City of Vestavia Hills, Alabama
ATTESTED:

By: Rebecca Leavings
Rebecca Leavings
City Clerk

CONTRACTOR:

AMWASTE, LLC

(CORPORATE SEAL)

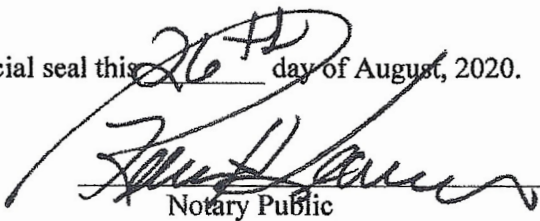
By: Randy Lee
Its Randy Lee, Chief Operating Officer

STATE OF ALABAMA
JEFFERSON COUNTY

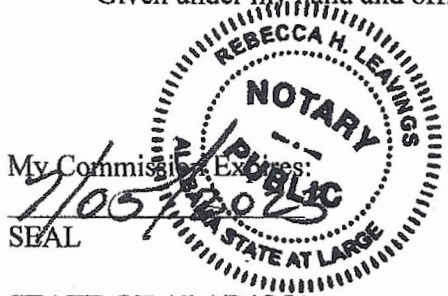
NOTARY CERTIFICATE

I, the undersigned, 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, an Alabama municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Mayor 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 26th day of August, 2020.



Notary Public

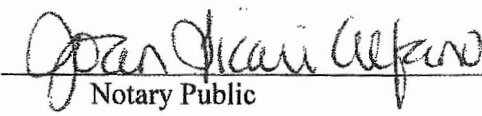


STATE OF ALABAMA
JEFFERSON COUNTY

NOTARY CERTIFICATE

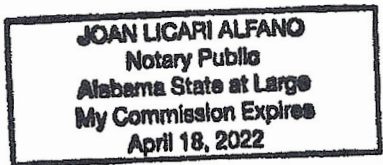
I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such City Manager 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 26th day of August, 2020.



Notary Public

My Commission Expires:
April 18, 2022
SEAL

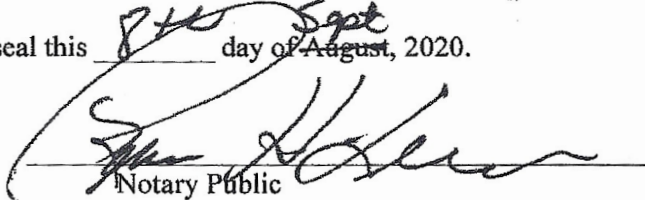


**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE FOR CONTRACTOR

I, the undersigned, a notary public in and for said county in said state, hereby certify that Randy Lee, whose name as CEO of AmWaste, LLC is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said AmWaste, LLC.

Given under my hand and official seal this 8th day of Sept, 2020.


Notary Public

My Commission Expires:
7/05/2023
SEAL

SOLID WASTE COLLECTION & DISPOSAL PROVIDER AGREEMENT

THE CAHABA SOLID WASTE DISPOSAL AUTHORITY (hereinafter referred to as the "Authority" or "CSWDA") a public corporation under and pursuant to the provisions of Chapter 89A of Title 11 of the Code of Alabama (1975) (hereinafter referred to as the "Enabling Act") whose principal address is 100 Municipal Lane, Hoover, Alabama 35216, does hereby enter into a solid waste collection and disposal contract by, between and with AMWASTE LLC, 1400 Porter Road, Sylvan Springs, Alabama 35118 (hereinafter referred to as "Contractor").

For the purpose of this Agreement, the Authority and Contractor may from time to time be referred to collectively as "Parties" and individually as "Party."

ARTICLE I.

1) SCOPE OF THIS CONTRACT. The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect single-family residential garbage, infectious waste, trash, hazardous waste, recyclables, leaves, and storm debris as outlined in the RFP and such other solid waste which the Parties (collectively the "Covered Waste") may agree from locations within the jurisdiction of the Authority (or municipalities that contract with the Authority to administer their solid waste collection and disposal) (individually "Participating Governmental Unit" and collectively "Participating Governmental Units"), transport collected Covered Waste to the disposal location, and perform all other work or services incidental to such refuse collection and transportation services in strict accordance with the terms and provisions of this contract and all documents contained in Contractor's July 9, 2021 response to the Authority's request for proposals, attached hereto as **Exhibit A** and incorporated herein as if fully set out verbatim, including the: (i) Proposal form completed by the Contractor; (ii) Request for Proposals (the "RFP"); (iii) Solicitation for Proposals; (iv) Instruction for Contractors; (v) General Specifications; (vi) Proposal Bond; (vii); Performance Bond; (viii) Certificates of Insurance; and (ix) All Contract Addenda (where applicable). Any provision therein designated as negotiable in response by Contractor and not otherwise addressed by this Agreement shall be as written and designated only upon mutual consent of both parties.

2) TERM. The work shall be commenced on the 1st day of October, 2021 and shall be for an initial term of ten (10) years, ending on September 30, 2031, unless terminated sooner in accordance with the terms of this Contract. The Authority may extend this contract up to an additional five (5) years upon written notice to Contractor on or before October 1, 2029.

3) BINDING EFFECT. In performance of this Contract, the Contractor binds himself to the Authority to comply fully with all provisions, undertakings, and obligations set out below.

4) SCALABILITY OF CONTRACT. The Contractor understands and agrees that the scope of this contract may be amended from time to time upon to include additional locations within the jurisdiction of the Authority and that upon designation by a Participating Governmental Unit of their governing body for the Authority to administer its solid waste collection and disposal

that the Contractor is the Authority's preferred provider, who shall maintain the ability to scale services up to a minimum of 70,000 units and in accordance with this Agreement. Notice for scalability of the respective Participating Governmental Unit to bring online services with Contractor shall be 180 days, unless otherwise negotiated. The following schedule shall indicate which municipality and the date of service commencement:

<u>Municipality</u>	<u>Date of Service Commencement</u>
Hoover, Vestavia Hills	October 1
Pelham	January 1 ¹

Each Participating Governmental Unit shall sign and deliver an agreement in the form set forth in **Exhibit F**, choosing their level of service from services available to the Authority in the RFP or as otherwise negotiated.

5) STRICT COMPLIANCE REQUIRED. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor

6) AMENDMENT. No amendment to this Agreement shall be made except upon written consent of the Parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either Party from any obligation of the Contract Documents except as specifically provided for in such amendment. When a Participating Governmental Unit notifies the Authority of its desire for the Authority to administer its solid waste disposal and treatment and makes the selection from services offered, the Authority will provide the requisite notice to Contractor as provided under the "Scalability of Contract" section and upon notification and selection of services by the Participating Governmental Unit, the Contractor shall sign the Participating Governmental Unit Agreement acknowledging their service level selection, agreeing to be bound by the terms herein, and provide to the Authority updated certificates of insurance adding the Participating Governmental Unit.

ARTICLE II.

Anything contained in the Contract Documents and Specifications to the RFP to the contrary notwithstanding, the Authority and Contractor expressly and mutually agree that the services to be performed by the Contractor shall be as follows:

1) GARBAGE AND RECYCLABLE COLLECTION, IN GENERAL. Contractor agrees to provide service(s) as provided in Exhibit A and subject to any limitation and/or addition(s) as provided herein and otherwise applicable to a specific Participating Governmental Unit as provided in Exhibit F.

¹ The City of Pelham has not yet selected services or designated the Authority to collect trash on its behalf. Provided the City of Pelham desires to commence services by January 1, 2022, Contractor agrees that the servicing units will be adjusted to the 50,000-unit price per month rate for all member services. The Authority and Contractor may mutually agree on other adjusted unit price per month rates as additional participating governmental units commence services.

2) RESIDENTIAL, COMMINGLED GARBAGE AND RECYCLABLES COLLECTION. In addition to these Contract Documents and Exhibits and Specifications to the RFP, the Contractor and Authority clarify certain provisions referenced therein. Accordingly, (a) Contractor agrees to provide up to twice weekly commingled garbage collection service, which includes from single day garbage and/or/ recycling to twice weekly collection with the first containerized pickup day for garbage only and the second containerized pickup day for both garbage and recyclables commingled together, or to once weekly containerized collection of garbage and recyclables commingled together by curbside cart collection service for all residences based on up to a six (6) day/week service schedule (Monday through Saturday) and transportation of the commingled garbage and recyclable material collection to a facility designed specifically for the purpose of sorting commingled waste, providing up to 2 cubic yard per home per week of approved small bulk items including additional bagged collection. (b) All operations of the Contractor upon the premises of each resident within the jurisdiction of the Authority shall be confined to areas authorized by the Authority. No unauthorized or unwarranted entry, passage through, or storage or disposal of materials shall be made upon any Participating Governmental Unit's or any privately-owned premises. The Contractor shall hold and save the Authority and respective Participating Governmental Units free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by their operation on premises of third persons. (c) Collection shall be limited to "garbage" and "recyclable materials" as defined in Section III-A-6 and 9 respectively of the Specifications of the RFP can be delivered to any Alabama Department of Environmental Management (ADEM) approved facility for disposal.

3) RESIDENTIAL COLLECTION: CARTS, BACKDOOR SERVICES. (a) The Authority and Contractor agree that if Contractor is unable to acquire the residential carts used by the current provider, that purchase, assembly, and delivery of new carts will require an agreed upon adjusted rate for pricing of services or a negotiated flat fee cost to Authority, subject to approval of the expected Participating Governmental Unit as provided in their respective Exhibit F. (b) Backdoor services are included for up to 5% of the residential units for all Participating Governmental Units of the Authority at no additional charge except for the City of Mountain Brook, Alabama, where backdoor service, if selected, shall be a flat fee of \$9.38 per unit in addition to their selected level of service pricing as otherwise provided within the RFP and their Participating Agreement with the Authority. Each Participating Governmental Unit shall provide a list of eligible units for backdoor containerized residential garbage only pickup. Offering excludes trash and Contractor may set a separate schedule for pickup that coincides with the selected service level. Should a Participating Governmental Unit or other eligible entity desires to have Backdoor services for more than 5% of its residential units then an additional cost per unit shall be negotiated. If residents within a Participating Governmental Unit above the 5% cap and/or/ those persons seeking elective backdoor service out of convenience, the Authority permits Contractor to contract separately with and directly bill those persons for backdoor services. This elective backdoor service shall be offered at the sole discretion of Contractor. (c) Contractor shall submit a route schedule to be approved by the Authority for residential collection, including backdoor services or other services contained within the proposal submission of Contractor. (d) Trash, as defined in Section III-A-7 of the RFP shall be picked up by the Contractor, at minimum once every ten (10) days per residential unit unless otherwise negotiated.

4) DISPOSAL OPERATIONS. (a) The occupant of a single-family residential dwelling may put "garbage" (as defined in Section III-A-6 of the Specifications of the RFP) and "recyclable materials" (as defined in Section III-A-9) in the cart/container for the second weekly containerized pickup. Contractor shall deliver all commingled containerized pickups from residents of Participating Governmental Units or other eligible entity to a disposal facility designed specifically for the purpose of sorting and separating commingled waste as further described in subsection (e). The recycled or recovered materials shall be processed thereafter in the normal recycling or recovery course of business. (b) All Covered Waste collected within the jurisdiction of the Authority by the Contractor shall be delivered to a site approved by the Alabama Department of Environmental Management or such alternative site location(s) as provided in Exhibit B, within twenty-four (24) hours of collection. (c) All Covered Waste, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, lane, right-of-way or place, shall become the property of the Contractor until deposited in an ADEM approved sanitary landfill or approved alternative site location. (d) Tipping fees, if any will be paid directly by the Contractor. (e) Contractor hereby guarantees that for and during the term of this Contract or any extension thereof, that Contractor (i) shall always deliver all of the commingled collection pickup to a facility that will separate the garbage from the recyclable or recoverable materials and/or/ substantially reduce, repurpose or recover the combined material as commingled with a process that significantly reduces the amount of waste material that will require landfilling, and (ii) and Authority shall utilize such other commercially feasible and convenient commingled disposal facilities as mutually agreed. A listing of one or more facilities in use shall be maintained in Exhibit B. (f) If infectious waste collection services are selected by a Participating Governmental Unit, the Contractor shall collect and dispose of infectious waste located at fire departments or municipal jails within the jurisdiction of a Participating Governmental Unit on the designated infectious waste collection day. Subcontracting of infectious waste collection and disposal is permitted, subject to the pricing limitations of the RFP or as otherwise negotiated. (g) If requested, Contractor shall hold up to two hazardous waste cleanup day(s) at a location requested by the Participating Governmental Unit for residents of Participating Governmental Units only. A list of materials to be accepted during hazardous waste collection day shall be provided by the Authority or the Participating Governmental Unit and any subcontractors to be used shall require prior approval of the Authority.

5) MONTHLY COST AND COST CLARIFICATION FOR COMMINGLED COLLECTION. (a) In consideration of the services performed by Contractor, as set forth in paragraphs 1-3 above, the Authority or Participating Governmental Unit shall pay to Contractor each month as shown on pages 8 through 12 of Exhibit A (Proposal Table) being an amount equal to the number of single-family residential dwellings (including townhouses or duplexes) serviced by the Contractor that month multiplied by the number of dwelling units. (b) If a Participating Governmental Unit desires to include certain commercial locations (who currently utilize residential carts for garbage pickup) within the number of units to be serviced, Contractor and Authority agree that the extension of services will be based upon a mutually agreed upon rate/route and outlined within the respective Exhibit F of that Participating Governmental Unit. (c) If a Participating Governmental Unit elects to have a service level of two days per week commingled per residential unit, the first containerized pickup shall be garbage only and the second weekly containerized pickup shall be commingled including garbage and recyclables, at combined cost of \$22.27.

6) **PRICING/PAYMENT.** (a) Contractor agrees pricing contained within the Proposal Table is firm, unless otherwise negotiated by the Parties. (b) The Authority may designate and coordinate direct payment from the Participating Governmental Unit to the Contractor. (c) If unit pricing adjusts downward due to the addition of new Participating Governmental Units to the Authority's jurisdiction as shown on pages 8 through 12 of Exhibit A (Proposal Table) the pricing shall immediately as of the beginning of the following month adjust to the rate as provided under the total agreed upon residential unit number and any annual rate adjustment shall be applied based off the rate for the total annual residential units served.

7) **CPI-U INDEX FOR ANNUAL RATE ADJUSTMENT.** The unit price for residential collection as provided herein may be increased annually beginning the 2nd year of this Agreement, whereby the "Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for June 2021: U.S. city average, Water and sewer and trash collection services, garbage and trash collection" reflecting the index for the month of June 2021 shall constitute a base Consumer Price Index. If, as of June 2021, or any subsequent June during the term of this Contract, this price index shows an increase, the Contractor may request an equitable adjustment in the Contract prices based upon the CPI-U in an amount not to exceed five (5%) percent per annum.

In like manner, the Authority may adjust the Contract price in the event the Consumer Price Index decreases as of any subsequent June during the term of this Contract.

Such adjustments shall be noted on July 1 following the applicable June Consumer Price Index. It is understood that the figure for June does not become available for approximately two months after the close of the month and any the increase to the contract shall occur beginning October 1 of that same year based the rate as of July 1.

8) **INSPECTION.** All services shall be subject to inspection, examination, and test by an inspector designated by the Authority or each respective Participating Governmental Unit at any and all times during the term of this Contract. The Authority or respective Participating Governmental Unit shall have the right to reject defective services and to require their correction. Rejected services shall be satisfactorily corrected without charge. If the Contractor fails to proceed to correct the defective services, the Authority or respective Participating Governmental Unit may proceed with corrective work and all direct costs occasioned in the performance of the corrective work shall be withheld and deducted from any payments due to the Contractor. The Authority or respective Participating Governmental Unit shall give Contractor the requisite notice either by electronic mail to Contractor's designated manager and/or mailing to Contractor's local office. Defective services constitute an unresolved complaint if not addressed within the time frame as provided in the Specifications of the RFP's "Penalties" provisions.

9) **EQUIPMENT REQUIRED BY THE CONTRACTOR.** Trucks and other equipment for collecting Covered Waste from standard containers and special waste receptacles shall be designed and maintained in a manner to keep to a minimum the nuisance of odors during collection and prevent spillage of residue of Covered Waste from the truck or other equipment body onto the streets, roads, or grounds.

10) WORK SCHEDULE. a) The Contractor shall collect Covered Waste from all locations required to be serviced under this Contract in accordance with schedules prepared and furnished by each respective Participating Governmental Unit. Service shall mean the complete emptying of all containers scheduled for service on the required days of Monday through Saturday. b) Work on Sundays will not be required of the Contractor unless he has failed or has been unable to meet the Contract schedule due to unusual and special conditions such as severe ice on roads and streets, severe flooding, or other extreme conditions. The entire cost of overtime necessary to comply with the schedule shall be borne by the Contractor and shall not be considered a basis for additional reimbursement.

11) SITE INVESTIGATION. The Contractor shall visit the site or area included in this contract and determine the nature of the work involved based on service level requested and the difficulties and facilities attending execution of the work, including those bearing upon transportation, disposal, availability of housing, office and warehouse space, labor, water, electric power, uncertainties of weather, the character of equipment and facilities needed during the prosecution of the work and all other matters which can in any way affect the work under this Contract.

12) PERMITS AND LICENSES. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain them in full force and effect, including such licenses to do business within each the corporate limits of each member of the Authority or such other entities falling within the Authority's jurisdiction. The Contractor shall comply with all present or future public health and sanitary regulations of the Authority or as required by a member within the Authority's jurisdiction. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within a respective Participating Governmental Unit.

13) AREA INCLUDED IN THIS CONTRACT. The Contractor understands and agrees the Authority is engaging the Contractor to perform Covered Waste collection on behalf of the Authority for its members and contracted affiliates. The jurisdiction of the Authority shall be divided into zones or sectors designating day of and type of service, as amended, as set forth in the Participating Governmental Agreement(s). The Contractor shall furnish these collection and disposal services within that certain area map as depicted in the attached Exhibit D, where the described area is shown on a map designated by each Participating Governmental Unit name, shaded zone/sector pickup by day of week, and showing date of latest revision.

14) RATE OF PROGRESS. a) Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient forces, plant and equipment to ensure the prosecution of the work in accordance with the approved schedules as provided in Exhibit E and its completion not later than the respective allowed times for completion as set out in these Contract documents. Should the Contractor refuse or fail to comply with its obligations set out in the preceding sentence after receipt of any written directive or verbal request by the Authority or its designee that the Contractor furnish additional forces, plant or equipment or work additional hours, overtime operations, Sundays or holidays, the Authority may terminate the Contractor's right to proceed with any part of the work under this Contract. b) Whenever the Authority or a Participating

Governmental Unit notifies the Contractor of locations which have not received scheduled service, the Contractor shall be required to service the locations before 7:00 p.m., when notified prior to 3:00 p.m. When notified after 3:00 p.m. the Contractor shall service the locations not later than 10:00 a.m. of the following day including Sundays.

15) TERMINATION. All terms and conditions of this Contract are considered material, and failure to perform any of the terms and conditions on the part of the Contractor shall be considered a breach of this Contract. Should the Contractor fail to perform any of the terms or conditions, the Authority shall have the right to terminate the Contract subject to the default provisions outlined in the request for proposal responded to by Contractor.

16) SUBCONTRACTING AND ASSIGNMENT. Except as expressly anticipated by this Contract, Contractor shall not assign any portion of this Contract, nor compensation due, including or pertaining to this collection and disposal contract, or any interest or right here, either voluntarily or by operation of law, without prior written approval of the Authority. Should the Contractor assign any part of any compensation due or to become due under this Contract, the form of assignment shall contain a clause of such wording that the Contractor agrees that the right of assignee to any monies due or to become due to the Contractor shall be subject to prior valid claims of all persons, firms, and corporations for service rendered or materials supplied for the performance of work under this Contract. No part of this Contract shall be sublet without prior written approval of the Authority, including clean-up and/or disposal in response to a force majeure event. If Contractor determines a subcontractor's services can substantially decrease costs to the Authority and its members, the Authority shall not unreasonably withhold subcontracting of the same upon mutual agreement.

17) ADMINISTRATION. The administration and enforcement of this Contract shall be the responsibility of the Authority or designated representative, or representatives. It shall be the responsibility of the Contractor to coordinate with each Participating Governmental Unit to see that all service customers are provided at all times with complete information about the service, including education about service level and any instructions to promote the efficient and quality administration of this Contract. The terms of agreement between the Authority and each respective member of the Authority shall be included as an addenda to this contract under **Exhibit F** and shall be made available to Contractor to denote which services to perform and ensure quality and timeliness of those required services. Contractor shall acknowledge written receipt of the same, indicating agreeing to perform those services on behalf of the Authority and the date service to commence.

18) ANTI-DISCRIMINATION AND IMMIGRATION LAW COMPLIANCE. The Contractor, in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, or national origin. The Contractor affirms that for the duration this Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision shall be deemed in breach of this Contract and shall be responsible for all damages resulting therefrom. During the term of this Contract, the Contractor shall participate in the U.S. Department of Homeland Security's E-Verify Program and

shall verify every employee that is required to be verified according to applicable federal rules and regulations. The Contractor agrees to provide sufficient documentation to the Authority to establish that the Contractor is enrolled in the E-Verify Program. The Contractor further agrees to create and operate a system for assuring immigration law compliance by subcontractors by obtaining, prior to their performing any work related to this Contract.

19) CUSTOMER SERVICE CENTER. In addition to Section III-D-4 of the RFP, the Contractor shall provide a citizen customer service center and work in conjunction with the Authority and its members to ensure customer inquiries and complaints are handled timely. Hours of operation shall be at least from 8:00 a.m. until 5:00 p.m., Monday through Friday by live personnel and after hours a toll-free answering service or messaging system must be available for customers to leave messages. All service and/or performance of service-related concerns must be addressed within twenty-four (24) hours after notification and maximum of two (2) business days if escalated. If requested by the Authority, Contractor shall provide daily, weekly or monthly reporting of service and/or performance concerns including name, area reported, resolution, and other any other pertinent information. The timeframe provided in this paragraph does not toll or replace the timeframe included under "Penalties" in the RFP but shall be read in addition to.

20) RENTAL OF COMMERCIAL CONTAINER. In addition to the information requested in the Request for Proposal, the Contractor will furnish the Authority with a listing of rental rates for commercial refuse containers. The list shall show rates effective as of a date certain. On each July 1st of the Contract period, the Contractor may request approval to raise rental rates. Rates may be changed to reflect changes in the cost of rental business, provided that the rates shall not exceed the CPI-U annual rate adjustment as provided in Paragraph 6.

21) INDEMNIFICATION. To fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Authority, its directors, agents and employees, its respective members and their elected officials (hereinafter collectively referred to as the "Indemnities") from an against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work by Contractor, provided that such claim, damage, loss or expense: (a) attributable to bodily injury, disease or death, or to injury to or destruction of tangible property, including loss of use, and (b) is caused in whole or part by negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts they may be liable, regardless of whether or not it is cause in part, or is alleged but not legally established to have been caused in part, by a party indemnified under this Contract. This indemnification shall to all claim, damages, losses and expenses for injury or damage to adjacent or neighboring property, or injured thereupon, that arise out of, relate to, or result from the performance of Contractor. This indemnification does not apply to the extent of the sole negligence of the Indemnites.

22) INSURANCE. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in the proposal submission of Contractor, and as otherwise required by, the Contract Documents and shall name both the Authority and respective Participating Governmental Unit as additional insureds. Coverage minimum shall be a five million (\$5,000,000) dollar commercial umbrella insurance

coverage per occurrence/aggregate and shall provide workers compensation/employer's liability insurance with a minimum of one million (\$1,000,000) per accident.

23) PERFORMANCE BOND AND LABOR AND MATERIAL BOND. The Contractor shall furnish a performance bond or an irrevocable bank letter of credit for the faithful performance of obligations arising out of their proposal and this Contract in an amount equal to 100% of the total cost for membership units served on October 1, 2021, and thereafter said performance bond or irrevocable bank letter of credit shall increase by 50% cost of each additional unit served. At all times during the term of this Contract the Contractor shall provide the Authority with evidence that it has obtained the performance bond. Further, upon request the Contractor agrees to furnish a labor and material bond with sufficient surety acceptable to the Authority or respective Participating Governmental Unit, conditioned that the Contractor shall promptly make payments to the persons supplying him or his subcontractors or assignees with labor, material, fuel, or supplies in the prosecution of the work under the Contract or any amendment or extension thereof. The form and conditions of this labor and material bond shall be as prescribed by the Authority or respective Participating Governmental Unit and the penal sum thereof shall be 50% of the annual Contract price and shall be furnished on compliance with Alabama law.

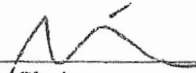
24) FORCE MAJEURE. Neither the Contractor nor the Participating Governmental Unit shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the respective Participating Governmental Unit, preventing performance as provided within this Agreement, the Contract Documents, and Exhibits. Contractor is required to make good faith efforts to perform its obligations and will be permitted to subcontract for services in an effort contain a force majeure event and maintain quality services of collection. The Authority and Contractor agree that upon an occurrence of the above, residential garbage and recycling services may be delayed and occur on a modified schedule. The Authority and Contractor shall mutually agree upon costs related to responding to a force majeure event and performance of service beyond the parameters of this Contract and submitted proposal shall be negotiated based upon needs of the Authority's members and services available.

25) SEVERABILITY. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

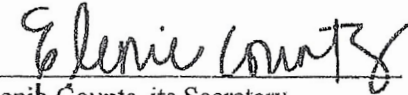
[SIGNATURES ON FOLLOWING PAGE]

Done this 28th day of September, 2021

**THE CAHABA SOLID WASTE
DISPOSAL AUTHORITY**

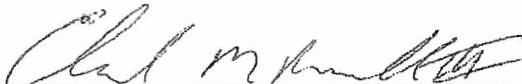


Allan Rice, its Chairman

Attest: 

Elenie Counts, its Secretary

AMWASTE LLC



Its: Chief Executive Officer
Print Name: Charles M. Russell, III

EXHIBIT INDEX

Exhibits that are a part of this Contract, as follows:

- Exhibit A:** Contractor's July 9, 2021 response to the Authority's request for proposals, attached hereto as Exhibit A-1 and incorporated herein as if fully set out verbatim, including the: (i) Proposal form completed by the Contractor; (ii) Request for Proposals; (iii) Solicitation for Proposals; (iv) Instruction for Contractors; (v) General Specifications; (vi) Proposal Bond; (vii) Performance Bond; (viii) Certificates of Insurance; and (ix) All Contract Addenda (where applicable).
- Exhibit B:** All covered waste shall be delivered to the Sanitary Landfill of the following or alternative site location(s), and recycling facilities as follows:
Name:
Address:
- Exhibit C:** Number of single-family residential dwellings serviced by the Contractor that month multiplied by _____ per said dwelling. Number in city provided customer list.
- Exhibit D:** Mapping of Service Area for Each Municipality. Each map should include the following notation:
D-1: Municipality Name:
Mapping of Service Area or Property Map
Zone or Sector Designation (i.e. by neighborhood or other identifier) (where applicable)
Day of and Type of Service
Date Revised
Page __ of __
- Exhibit E:** Approved Work Schedule Per City (i.e. City of _____, Monday (Garbage) / Wednesday (Commingled))
- Exhibit F:** Participating Governmental Unit Agreement and Acknowledgment of Contractor.

SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

The **CITY OF VESTAVIA HILLS, ALABAMA**, (hereinafter referred to as "City"), a municipal corporation does hereby enter into a solid waste collection and disposal contract by, between and with the **CAHABA SOLID WASTE DISPOSAL AUTHORITY** (hereinafter referred to as the "Authority" or "CSWDA") a public corporation under and pursuant to the provisions of Chapter 89A of Title 11 of the Code of Alabama (1975) (hereinafter referred to as the "Enabling Act") on this the 24th day of January, 2022. The Parties agree as follows:

1. Scope and Authorization. The City hereby designates and authorizes the Authority to administer and/or/ perform the collection and treatment (disposal) of its solid waste and refuse (including single-family residential garbage, infectious waste, trash, hazardous waste, recyclables, leaves, and storm debris) for the residents of the City and certain municipal-owned buildings and parks within the corporate limits of the City. The pricing and service level as discussed herein outlines the current offering of the Authority through its preferred provider who has committed to provide the tiered pricing and service levels to the Authority for a period of ten (10) years. The Authority extends this offering of services to the City, and the City authorizes the Authority to administer at its sole discretion the collection and treatment of all solid waste within its corporate city limits.

2. Term. This authorization shall be for a period of nine (9) years, eight (8) months and seven (7) days, beginning January 25, 2022 ending on September 30, 2031 and shall run concurrently with any service provider contracted by the Authority to perform solid waste collection and disposal services as described herein.

3. Tiered Pricing. The pricing for services is tiered and based upon the number of units serviced within the City and within the Authority's jurisdiction. The residential garbage, trash and recycling pricing is based on twice weekly containerized collection at a base cost and multiplied by the total number of residential units within the City that is subject to annual increases in accordance with the utility CPI-U index or an increase of 5% per annum, whichever is less. Base monthly pricing for garbage, trash and recycling shall be a combined cost of \$22.27 per residential unit, where the first weekly pickup is taken to an Alabama Department of Environmental Management (ADEM) approved landfill facility and the second weekly pickup includes both garbage and recycling commingled together that is delivered to a facility capable of removing and separating out recyclables from garbage. All services are further described in paragraphs 4 and 5. If new carts are required to be purchased for administration of service by the Authority, the City agrees to pay for such carts "at cost" or \$62.30 per cart whichever is less in a lump sum or by rate adjustment.

4. CPI-U INDEX FOR ANNUAL RATE ADJUSTMENT explained. The unit price for residential collection as provided herein may be increased annually beginning the 2nd year of this Agreement, whereby the "Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for June 2021: U.S. city average, Water and sewer and trash collection services, garbage and trash collection" reflecting the index for the month of June 2021 shall constitute a base Consumer Price Index. If, as of June 2021, or any subsequent June during the term of this Contract, this price index shows an increase, the Contractor may request an equitable adjustment in the Contract prices based upon the CPI-U in an amount not to exceed five (5%) percent per annum or as otherwise mutually agreed.

5. Service Level. a. *Garbage:* Twice weekly curbside (and where applicable backdoor) containerized garbage collection shall occur Monday through Friday, between hours of 7:00 a.m. and 7:00 p.m., using up to two – 95-gallon receptacles as provided in paragraph 3. b. *Recycling:* commingled collection provided as a second weekly pick-up will be sent to a facility capable of sorting and removing

recyclables and reducing placement into the landfill up to 1,700 tons annually. c. *Trash (including limbs, brush, bulky items)*: included in base monthly fee, operating 5-6 days a week with guaranteed service every ten (10) days per unit. d. *Leaf collection*: bagged leaf collection is included in base monthly fee for all units. e. *Backdoor services*: twice (2) weekly backdoor service based on documented need shall be available for up to 5% of 13,328 total residential units of the City. A separate schedule and/or/ route for backdoor pickup may be set by the Authority through its preferred provider upon approval of City. For residents who can place garbage at the curb but desire to receive such rear door collection services may contract directly with the Authority's preferred provider. This elective backdoor service shall be available at the sole discretion of the Authority's preferred provider and will be billed to resident from the Authority's preferred provider. f. *Hazardous waste*: a hazardous waste collection day shall be priced at \$3,000 per event, up to two per annum. g. *Infectious waste*: two times per week collection at City Fire Stations and the Municipal Jail shall be included in the base monthly pricing h. *Disaster and Debris Removal*: shall be at City selected locations at the rate of \$22 per cubic yard. i. *Municipal buildings and Parks*: services for the pickup of garbage at all municipal buildings, fire stations and other city facilities, excluding schools, shall be provided two (2) times per week at no additional cost. A list of all municipal facilities is included as an exhibit to this document. k. *Dumpsters* shall be provided by the Authority as needed. Compactor service shall also be provided at City facilities as needed, up to five (5) times per week, varying as follows:

(i) Commercial Front Load Collection by Size and Frequency

	1X	2X	3X	4X	5X
2yd	49.80	99.59	149.39	199.18	248.98
4yd	73.61	147.22	220.83	294.44	368.05
6yd	103.92	207.84	311.76	415.68	519.60
8yd	128.17	256.34	384.50	512.67	640.84

- (ii.) Roll-off Collection and Disposal: \$317.00 per collection plus \$37.50 per ton.
- (iii.) Compactor and Container rental: ranges from \$450 to \$750 per unit depending on size, installation cost for time and materials, and open tops (any size) at \$5.00 per day or \$120.00 per month.
- (iv.) Specified Vestavia Hills Condominium and Special Event Service
 Vestavia Villa Condominiums 2-8yd Dumpsters-Twice Weekly Service: \$633 per month
 Southbury Condominiums 4-8yd Dumpster-Twice Weekly Service \$1,266 per month
 Cabana Condominiums 5-4yd Dumpster- Twice Weekly Service \$1,193 per month

Dumpster/Roll-Off/Containerized garbage pick-up services will be provided for City special events including but not limited to: I Love America Day, Wing Ding, and First Responders Picnic

All other additional or desired services as quoted to the Authority by any of its selected providers shall be made available to City, upon request.

6. Billing and Payment: A detailed billing shall be provided to City within ten (10) days following the end of each month for services rendered hereunder. The billing shall provide a quantity and rate for each type of service provided. The Authority or its preferred provider shall be paid on or before the 30th day following the end of the month to which the bill relates. Such billing and payment shall be based on the rate and number of units serviced.

7. **Service Days.** The Authority or its preferred provider shall provide collection based on a five (5) day/week service schedule (fifty-two weeks per annum) through two routes (Mon-Thu, Tue-Fri). No collection shall occur on the six (6) following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If a normally scheduled pickup falls on one of the above holidays, collections shall be on the following workday.

8. **Quality of Service.** The Authority and City agree that the Authority through its preferred provider will provide exceptional service, including but not limited to: a. *Customer Service:* The Authority or its preferred provider shall maintain a toll-free telephone number to be operational, Monday through Friday 8:00 A.M. to 5:00 P.M. local time, except for holidays. The preferred provider shall maintain, at its cost, a telephone line listed in the name in which it does business. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded) customer service agent employed by the Authority or its preferred provider. b. *Automated System Monitoring.* The Authority or its preferred provider shall monitor any reporting process or software used by the City to provide timely and quality service through the requests from residents and City staff. The City will provide guidance to the Authority or its preferred provider, but the Authority or its preferred provider shall be responsible to respond and close out requests in a timely and professional manner. Requests shall only be closed out after the matter has been satisfactorily addressed and shall also be closed in a timely manner once the matter has been satisfactorily addressed. c. *Equipment Availability:* The Authority shall ensure adequate well-maintained equipment is available to maintain timely service levels.

9. **Penalties.** The Authority or its preferred provider shall make every reasonable effort to provide high quality service and have no unresolved complaints. Because of the costs incurred in administering and responding to unresolved complaints and unfulfilled requests by City, the Authority shall require the sum of Two Hundred Fifty Dollars (\$250.00) for each complaint or request not satisfied by its preferred provider within twenty-four (24) hours after receipt of notification thereof by the City, be paid to the Authority. If there are more than two (2) complaints at the same residence within the same month, the Authority may double the penalty to Five Hundred Dollars (\$500.00) at the Authority's discretion, notwithstanding the 24-hour time period. When applicable, the Authority's preferred provider will be notified of the imposition of such penalties by the CSWDA or City. Penalties shall apply to garbage, trash, recycling and cart delivery. Any penalties imposed may be deducted from any payment(s) due to the Contractor by the CSWDA or City. Failure to provide adequate equipment, as specified, will allow the CSWDA to assess a \$500 (five hundred dollar) per day per truck penalty to be imposed until that Contractor can provide evidence that all required equipment is active and functioning properly within the jurisdiction of the City.

10. **Default.** The Authority completed a request for proposal process to select a preferred provider or Contractor to assist with its administration of solid waste collection and disposal within its jurisdiction and required the following provisions for the selected provider: (i) Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the CSWDA or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the CSWDA may give notice to the Contractor at its local office address, and the failure of the Contractor to remedy or correct such unsatisfactory condition within three (3) days from the date of mailing of such notice shall constitute a default herein. Furthermore:

- a. In the event of the termination of this contract or in the event the CSWDA is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the CSWDA prevails it will reimburse the CSWDA for all

costs, fees and expenses including reasonable attorney's fees incurred by the CSWDA in any such undertaking.

- b. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the CSWDA may incur by reason of such default.
- c. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.
- d. Additionally, the Contractor hereby agrees that in the event of such termination, interruption or delayed service, at the option of the CSWDA member(s), all trucks, machinery and equipment utilized by the Contractor in the performance of this contract shall thereupon be delivered to the CSWDA member(s) and may be used by the CSWDA member(s) for a period of one hundred eighty (180) days without cost or charge from the date of such termination, interruption or delayed service.

Should the Contractor be in default with the Authority and degradation of service with City occurs to the extent the Authority determines termination of services are necessary, this shall also constitute a default of this Agreement and the City may terminate this agreement.

11. Termination. Should the Authority be dissolved pursuant to its Enabling Act, this Contract shall be terminated without further action. Should the Authority or its preferred provider have a degradation of service that is not repairable to an acceptable level after evidence of these default provisions referenced herein, the City may terminate this contract with the Authority with a seven (7) days' notice.

12. Warranties. The Authority agrees that any warranties for carts or equipment made available to the Authority from its preferred provider or a manufacturer will also be provided to City.

13. Change in Units Serviced, Annexations and New Construction. The City shall provide annually to Authority any change in units serviced. The City and Authority agree that any contiguous areas annexed by City or new construction within the City limits during the term of this Contract shall be included within the service area at the same per unit charge as provided herein. Fluctuations in the number of units serviced and billed will be adjusted monthly except in an annexation or new construction of five (5) or more homes in which case the charges for services related to these specific addresses may be pro-rated based on the date on which services actually begin.

14. Insurance and Bonding. a. *Insurance.* The Authority or its preferred provider shall maintain at all times five million (\$5,000,000) dollar commercial umbrella insurance coverage per occurrence/aggregate and shall provide workers compensation/employer's liability insurance with a minimum of one million (\$1,000,000) per accident. The Authority or its preferred provider shall name the City as an additional insured. b. *Bonding.* The Authority or its preferred provider shall maintain a performance bond equal to 100% of the contract price for residential units served.

15. Anti-discrimination and immigration law compliance. The Authority and/or its preferred provider shall ensure that in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, or national origin. The Authority shall require any preferred provider affirm that for the duration this Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, if that provider is found to be in violation of this provision, that provider shall be deemed in

breach of this Contract and shall be responsible for all damages resulting therefrom. During the term of this Contract, the Authority's preferred provider shall participate in the U.S. Department of Homeland Security's E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. The Authority agrees to provide sufficient documentation to the City to establish that its preferred provider is enrolled in the E-Verify Program and require its preferred provider to create and operate a system for assuring immigration law compliance by subcontractors by obtaining, prior to their performing any work related to this Contract.

16. Independent Contractor. It is expressly agreed and understood that the Authority and/or its preferred provider is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the City.

17. Assignment or Transfer Permitted. The Authority is authorized to administer solid waste collection and disposal at its discretion, subject to the provisions contained herein and the laws of the State of Alabama.

18. Amendment. This Agreement may be amended by mutual consent of both parties. The Authority may from time to time engage additional providers to allow for more efficient service, resulting in cost savings to the City, and no amendment to this agreement shall be necessary for a rate reduction. The Authority shall provide any such reduction in writing.

19. Severability. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents, pursuant to the laws of the State of Alabama. Any dispute as to the validity of this agreement or its provisions herein shall be heard in the Circuit Court of Shelby County, Alabama, prevailing party to bear costs.

20. Entire Contract. This Agreement constitutes the complete terms between the parties. The entire response to the Authority's July 21, 2021 request for proposals to service its jurisdiction by its selected and preferred provider is incorporated hereto as if stated fully herein and provides the minimum and maximum parameters of service the Authority is currently offering. Should the Authority realize cost savings by adding additional providers to service City, those offerings shall be subject to any limitations provided herein.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement with the Cahaba Solid Waste Disposal Authority to administer solid waste disposal and collection on behalf of the City of Vestavia Hills as provided herein, cause to be executed by their duly authorized officers on the day and year written above, as follows:

CITY OF VESTAVIA HILLS, ALABAMA,
an Alabama Municipal Corporation

By: _____
Ashley C. Curry
Mayor

By: _____
Jeffrey D. Downes
City Manager

Attest:

Rebecca Leavings, City Clerk

**CAHABA SOLID WASTE DISPOSAL
AUTHORITY, a Public Corporation**

Allan Rice, its Chairman

Attest:

Elenie Counts, Secretary

ACKNOWLEDGEMENT OF SERVICES BY PROVIDER

Acknowledged by Service Provider: AMWASTE LLC, by _____
(print)

Its _____ (title). This _____ day of _____, 20__.

(Signature)

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

December 3, 2021

By Electronic Mail

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

In Re: City/AmWaste, LLC/CSWDA
Agreement to Cancel Contract With AmWaste, LLC and Sign a New Contract With CSWDA
Second of Four Transmissions

Dear Mr. Downes:

I forward you copy of Agreement for Cancellation of Present Contract (AmWaste, LLC) and Substitution of New Contract (CSWDA). This Agreement consists of nine pages. It also has attached to it the following three exhibits:

Exhibit A--Contract dated August 26, 2020 by and between the City of Vestavia Hills, Alabama ("City") and AmWaste, LLC ("Contractor") and consisting of eight pages.

Exhibit B--Contract dated September 28, 2021 by and between Cahaba Solid Waste Disposal Authority ("Authority" or "CWSDA") and AmWaste, LLC ("Contractor") consisting of 11 pages.

Exhibit C--Contract dated January 24, 2022 by and between the City of Vestavia Hills, Alabama ("City") and Cahaba Solid Waste Disposal Authority ("Authority" or "CSWDA") consisting of 6 pages.

I recommend that Becky comply with the following instructions:

1. The original Exhibit 1, together with Exhibits A, B and C, should be signed by the City and AmWaste upon the approval of Ordinance Number 3076.
2. A copy of Exhibit 1, together with the three attached Exhibits A, B and C, should be attached to Ordinance Number 3076. If there is any confusion or questions, I will be happy to meet with Becky.

Please call me if you have any questions.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

Enclosures

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

ORDINANCE NUMBER 3077

AN ORDINANCE APPROVING A NEW CONTRACT REGARDING THE COLLECTION AND DISPOSAL SERVICES FOR SINGLE-FAMILY RESIDENTIAL GARBAGE, TRASH, RECYCLABLES, LEAVES AND STORM DEBRIS (“AGREEMENT”) AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT, WHICH IS ATTACHED HERETO AND MARKED AS EXHIBIT 1.

WITNESSETH THIS ORDINANCE NUMBER 3077 APPROVED AND ADOPTED by the City Council of the City of Vestavia Hills, Alabama on this the 10th day of January, 2022.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, as “City,” and AmWaste, LLC, as “Contractor,” have canceled and terminated that certain Contract dated August 26, 2020 for the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris (“Present Contract”); and

WHEREAS, the City of Vestavia Hills, Alabama, as “City,” and Cahaba Solid Waste Disposal Authority, as “Authority” or “CSWDA”, wish to enter into a written Agreement (“New Contract”) for said services to be executed and delivered concurrently with the execution and delivery of the cancellation of the Contract between the City and AmWaste, LLC; and

WHEREAS, AmWaste, LLC will be the service provider (“Contractor”) for the New Contract by and between the City and CSWDA; and

WHEREAS, a copy of the Agreement regarding the collection and disposal services for single-family residential garbage, trash, recyclables, leaves and storm debris (“Agreement”) by and between the City and CSWDA is attached hereto, marked as Exhibit C and is incorporated verbatim into this Ordinance Number 3077 by reference as though set out fully herein.

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

1. The recitals set forth in the premises above are hereby approved, confirmed and ordained by the enactment of this Ordinance Number 3077.

2. Exhibit C, attached hereto, is hereby incorporated verbatim into this Ordinance Number 3077 by reference as though set out fully herein.

3. Upon approval, adoption and enactment of this Ordinance Number 3077 the Mayor and City Manager are hereby authorized and directed to execute and deliver the Agreement marked as Exhibit C and any and all other documents and to take whatever action is necessary all in accordance with the terms, provisions and conditions of the Agreement attached hereto. The signing of the Agreement shall be done concurrently with the execution and delivery of the cancellation of the Contract dated August 26, 2020 by and between the City and AmWaste, LLC more particularly described in Ordinance Number 3076.

4. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

5. 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.

ORDAINED, APPROVED, ADOPTED, DONE and ORDERED on this the 10th day of January, 2022.

Ashley C. Curry
Mayor

ATTESTED BY

Rebecca Leavings
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 10th day of January, 2022 while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this _____ day of January, 2022.

Rebecca Leavings, City Clerk

SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

The **CITY OF VESTAVIA HILLS, ALABAMA**, (hereinafter referred to as “City”), a municipal corporation does hereby enter into a solid waste collection and disposal contract by, between and with the **CAHABA SOLID WASTE DISPOSAL AUTHORITY** (hereinafter referred to as the "Authority" or “CSWDA”) a public corporation under and pursuant to the provisions of Chapter 89A of Title 11 of the Code of Alabama (1975) (hereinafter referred to as the "Enabling Act") on this the 24th day of January, 2022. The Parties agree as follows:

1. Scope and Authorization. The City hereby designates and authorizes the Authority to administer and/or/ perform the collection and treatment (disposal) of its solid waste and refuse (including single-family residential garbage, infectious waste, trash, hazardous waste, recyclables, leaves, and storm debris) for the residents of the City and certain municipal-owned buildings and parks within the corporate limits of the City. The pricing and service level as discussed herein outlines the current offering of the Authority through its preferred provider who has committed to provide the tiered pricing and service levels to the Authority for a period of ten (10) years. The Authority extends this offering of services to the City, and the City authorizes the Authority to administer at its sole discretion the collection and treatment of all solid waste within its corporate city limits.

2. Term. This authorization shall be for a period of nine (9) years, eight (8) months and seven (7) days, beginning January 25, 2022 ending on September 30, 2031 and shall run concurrently with any service provider contracted by the Authority to perform solid waste collection and disposal services as described herein.

3. Tiered Pricing. The pricing for services is tiered and based upon the number of units serviced within the City and within the Authority’s jurisdiction. The residential garbage, trash and recycling pricing is based on twice weekly containerized collection at a base cost and multiplied by the total number of residential units within the City that is subject to annual increases in accordance with the utility CPI-U index or an increase of 5% per annum, whichever is less. Base monthly pricing for garbage, trash and recycling shall be a combined cost of \$22.27 per residential unit, where the first weekly pickup is taken to an Alabama Department of Environmental Management (ADEM) approved landfill facility and the second weekly pickup includes both garbage and recycling commingled together that is delivered to a facility capable of removing and separating out recyclables from garbage. All services are further described in paragraphs 4 and 5. If new carts are required to be purchased for administration of service by the Authority, the City agrees to pay for such carts “at cost” or \$62.30 per cart whichever is less in a lump sum or by rate adjustment.

4. CPI-U INDEX FOR ANNUAL RATE ADJUSTMENT explained. The unit price for residential collection as provided herein may be increased annually beginning the 2nd year of this Agreement, whereby the “Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for June 2021: U.S. city average, Water and sewer and trash collection services, garbage and trash collection” reflecting the index for the month of June 2021 shall constitute a base Consumer Price Index. If, as of June 2021, or any subsequent June during the term of this Contract, this price index shows an increase, the Contractor may request an equitable adjustment in the Contract prices based upon the CPI-U in an amount not to exceed five (5%) percent per annum or as otherwise mutually agreed.

5. Service Level. a. *Garbage:* Twice weekly curbside (and where applicable backdoor) containerized garbage collection shall occur Monday through Friday, between hours of 7:00 a.m. and 7:00 p.m., using up to two – 95-gallon receptacles as provided in paragraph 3. b. *Recycling:* commingled collection provided as a second weekly pick-up will be sent to a facility capable of sorting and removing

recyclables and reducing placement into the landfill up to 1,700 tons annually. c. *Trash (including limbs, brush, bulky items)*: included in base monthly fee, operating 5-6 days a week with guaranteed service every ten (10) days per unit. d. *Leaf collection*: bagged leaf collection is included in base monthly fee for all units. e. *Backdoor services*: twice (2) weekly backdoor service based on documented need shall be available for up to 5% of 13,328 total residential units of the City. A separate schedule and/or/ route for backdoor pickup may be set by the Authority through its preferred provider upon approval of City. For residents who can place garbage at the curb but desire to receive such rear door collection services may contract directly with the Authority’s preferred provider. This elective backdoor service shall be available at the sole discretion of the Authority’s preferred provider and will be billed to resident from the Authority’s preferred provider. f. *Hazardous waste*: a hazardous waste collection day shall be priced at \$3,000 per event, up to two per annum. g. *Infectious waste*: two times per week collection at City Fire Stations and the Municipal Jail shall be included in the base monthly pricing h. *Disaster and Debris Removal*: shall be at City selected locations at the rate of \$22 per cubic yard. i. *Municipal buildings and Parks*: services for the pickup of garbage at all municipal buildings, fire stations and other city facilities, excluding schools, shall be provided two (2) times per week at no additional cost. A list of all municipal facilities is included as an exhibit to this document. k. Dumpsters shall be provided by the Authority as needed. Compactor service shall also be provided at City facilities as needed, up to five (5) times per week, varying as follows:

(i.) Commercial Front Load Collection by Size and Frequency

	1X	2X	3X	4X	5X
2yd	49.80	99.59	149.39	199.18	248.98
4yd	73.61	147.22	220.83	294.44	368.05
6yd	103.92	207.84	311.76	415.68	519.60
8yd	128.17	256.34	384.50	512.67	640.84

- (ii.) Roll-off Collection and Disposal: \$317.00 per collection plus \$37.50 per ton.
- (iii.) Compactor and Container rental: ranges from \$450 to \$750 per unit depending on size, installation cost for time and materials, and open tops (any size) at \$5.00 per day or \$120.00 per month.
- (iv.) Specified Vestavia Hills Condominium and Special Event Service
 Vestavia Villa Condominiums 2-8yd Dumpsters-Twice Weekly Service: \$633 per month
 Southbury Condominiums 4-8yd Dumpster-Twice Weekly Service \$1,266 per month
 Cabana Condominiums 5-4yd Dumpster- Twice Weekly Service \$1,193 per month

Dumpster/Roll-Off/Containerized garbage pick-up services will be provided for City special events including but not limited to: I Love America Day, Wing Ding, and First Responders Picnic

All other additional or desired services as quoted to the Authority by any of its selected providers shall be made available to City, upon request.

6. Billing and Payment: A detailed billing shall be provided to City within ten (10) days following the end of each month for services rendered hereunder. The billing shall provide a quantity and rate for each type of service provided. The Authority or its preferred provider shall be paid on or before the 30th day following the end of the month to which the bill relates. Such billing and payment shall be based on the rate and number of units serviced.

7. **Service Days.** The Authority or its preferred provider shall provide collection based on a five (5) day/week service schedule (fifty-two weeks per annum) through two routes (Mon-Thu, Tue-Fri). No collection shall occur on the six (6) following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If a normally scheduled pickup falls on one of the above holidays, collections shall be on the following workday.

8. **Quality of Service.** The Authority and City agree that the Authority through its preferred provider will provide exceptional service, including but not limited to: a. *Customer Service:* The Authority or its preferred provider shall maintain a toll-free telephone number to be operational, Monday through Friday 8:00 A.M. to 5:00 P.M. local time, except for holidays. The preferred provider shall maintain, at its cost, a telephone line listed in the name in which it does business. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded) customer service agent employed by the Authority or its preferred provider. b. *Automated System Monitoring.* The Authority or its preferred provider shall monitor any reporting process or software used by the City to provide timely and quality service through the requests from residents and City staff. The City will provide guidance to the Authority or its preferred provider, but the Authority or its preferred provider shall be responsible to respond and close out requests in a timely and professional manner. Requests shall only be closed out after the matter has been satisfactorily addressed and shall also be closed in a timely manner once the matter has been satisfactorily addressed. c. *Equipment Availability:* The Authority shall ensure adequate well-maintained equipment is available to maintain timely service levels.

9. **Penalties.** The Authority or its preferred provider shall make every reasonable effort to provide high quality service and have no unresolved complaints. Because of the costs incurred in administering and responding to unresolved complaints and unfulfilled requests by City, the Authority shall require the sum of Two Hundred Fifty Dollars (\$250.00) for each complaint or request not satisfied by its preferred provider within twenty-four (24) hours after receipt of notification thereof by the City, be paid to the Authority. If there are more than two (2) complaints at the same residence within the same month, the Authority may double the penalty to Five Hundred Dollars (\$500.00) at the Authority's discretion, notwithstanding the 24-hour time period. When applicable, the Authority's preferred provider will be notified of the imposition of such penalties by the CSWDA or City. Penalties shall apply to garbage, trash, recycling and cart delivery. Any penalties imposed may be deducted from any payment(s) due to the Contractor by the CSWDA or City. Failure to provide adequate equipment, as specified, will allow the CSWDA to assess a \$500 (five hundred dollar) per day per truck penalty to be imposed until that Contractor can provide evidence that all required equipment is active and functioning properly within the jurisdiction of the City.

10. **Default.** The Authority completed a request for proposal process to select a preferred provider or Contractor to assist with its administration of solid waste collection and disposal within its jurisdiction and required the following provisions for the selected provider: (i) Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the CSWDA or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the CSWDA may give notice to the Contractor at its local office address, and the failure of the Contractor to remedy or correct such unsatisfactory condition within three (3) days from the date of mailing of such notice shall constitute a default herein. Furthermore:

- a. In the event of the termination of this contract or in the event the CSWDA is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the CSWDA prevails it will reimburse the CSWDA for all

- costs, fees and expenses including reasonable attorney's fees incurred by the CSWDA in any such undertaking.
- b. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the CSWDA may incur by reason of such default.
 - c. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.
 - d. Additionally, the Contractor hereby agrees that in the event of such termination, interruption or delayed service, at the option of the CSWDA member(s), all trucks, machinery and equipment utilized by the Contractor in the performance of this contract shall thereupon be delivered to the CSWDA member(s) and may be used by the CSWDA member(s) for a period of one hundred eighty (180) days without cost or charge from the date of such termination, interruption or delayed service.

Should the Contractor be in default with the Authority and degradation of service with City occurs to the extent the Authority determines termination of services are necessary, this shall also constitute a default of this Agreement and the City may terminate this agreement.

11. Termination. Should the Authority be dissolved pursuant to its Enabling Act, this Contract shall be terminated without further action. Should the Authority or its preferred provider have a degradation of service that is not repairable to an acceptable level after evidence of these default provisions referenced herein, the City may terminate this contract with the Authority with a seven (7) days' notice.

12. Warranties. The Authority agrees that any warranties for carts or equipment made available to the Authority from its preferred provider or a manufacturer will also be provided to City.

13. Change in Units Served, Annexations and New Construction. The City shall provide annually to Authority any change in units serviced. The City and Authority agree that any contiguous areas annexed by City or new construction within the City limits during the term of this Contract shall be included within the service area at the same per unit charge as provided herein. Fluctuations in the number of units serviced and billed will be adjusted monthly except in an annexation or new construction of five (5) or more homes in which case the charges for services related to these specific addresses may be pro-rated based on the date on which services actually begin.

14. Insurance and Bonding. a. *Insurance.* The Authority or its preferred provider shall maintain at all times five million (\$5,000,000) dollar commercial umbrella insurance coverage per occurrence/aggregate and shall provide workers compensation/employer's liability insurance with a minimum of one million (\$1,000,000) per accident. The Authority or its preferred provider shall name the City as an additional insured. b. *Bonding.* The Authority or its preferred provider shall maintain a performance bond equal to 100% of the contract price for residential units served.

15. Anti-discrimination and immigration law compliance. The Authority and/or its preferred provider shall ensure that in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, or national origin. The Authority shall require any preferred provider affirm that for the duration this Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, if that provider is found to be in violation of this provision, that provider shall be deemed in

breach of this Contract and shall be responsible for all damages resulting therefrom. During the term of this Contract, the Authority's preferred provider shall participate in the U.S. Department of Homeland Security's E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. The Authority agrees to provide sufficient documentation to the City to establish that its preferred provider is enrolled in the E-Verify Program and require its preferred provider to create and operate a system for assuring immigration law compliance by subcontractors by obtaining, prior to their performing any work related to this Contract.

16. Independent Contractor. It is expressly agreed and understood that the Authority and/or its preferred provider is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the City.

17. Assignment or Transfer Permitted. The Authority is authorized to administer solid waste collection and disposal at its discretion, subject to the provisions contained herein and the laws of the State of Alabama.

18. Amendment. This Agreement may be amended by mutual consent of both parties. The Authority may from time to time engage additional providers to allow for more efficient service, resulting in cost savings to the City, and no amendment to this agreement shall be necessary for a rate reduction. The Authority shall provide any such reduction in writing.

19. Severability. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents, pursuant to the laws of the State of Alabama. Any dispute as to the validity of this agreement or its provisions herein shall be heard in the Circuit Court of Shelby County, Alabama, prevailing party to bear costs.

20. Entire Contract. This Agreement constitutes the complete terms between the parties. The entire response to the Authority's July 21, 2021 request for proposals to service its jurisdiction by its selected and preferred provider is incorporated hereto as if stated fully herein and provides the minimum and maximum parameters of service the Authority is currently offering. Should the Authority realize cost savings by adding additional providers to service City, those offerings shall be subject to any limitations provided herein.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement with the Cahaba Solid Waste Disposal Authority to administer solid waste disposal and collection on behalf of the City of Vestavia Hills as provided herein, cause to be executed by their duly authorized officers on the day and year written above, as follows:

CITY OF VESTAVIA HILLS, ALABAMA,
an Alabama Municipal Corporation

By: _____
Ashley C. Curry
Mayor

By: _____
Jeffrey D. Downes
City Manager

Attest:

Rebecca Leavings, City Clerk

**CAHABA SOLID WASTE DISPOSAL
AUTHORITY, a Public Corporation**

Allan Rice, its Chairman

Attest:

Elenie Counts, Secretary

ACKNOWLEDGEMENT OF SERVICES BY PROVIDER

Acknowledged by Service Provider: AMWASTE LLC, by _____
(print)

Its _____ (title). This _____ day of _____, 20__.

(Signature)