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**Vestavia Hills
City Council Agenda
AMENDED
January 10, 2022
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – David Phillips, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation – Fire Fighter Cancer Awareness Month– January 2022
8. City Manager’s Report
9. Councilors’ Reports
10. Wald Park Turf Replacement – Ed Norton, HNP Landscape Architects
11. Approval Of Minutes – December 20, 2021 (Work Session) And December 20, 2021 (Regular Meeting)

Old Business

12. 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*)
13. 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*)

New Business

14. Resolution Number 5369 – A Resolution Appointing Members To The Vestavia Hills Design Review Board (*public hearing*)
15. Resolution Number 5371 – A Resolution Declaring Certain Personal Property As Surplus And Authorizing The City Manager To Sell/Dispose Of Said Property

New Business (Requesting Unanimous Consent)

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

16. Resolution Number 5370 – A Resolution Accepting The Dedication Of The Streets In The Altadena Park Subdivision Known As Altadena Park Circle And Altadena Park Lane (*public hearing*)
17. Ordinance Number 3079 – Rezoning – 4575 Pine Tree Circle; Lot 12, Topfield Subdivision; Rezone From Vestavia Hills 1.2 (Planned Neighborhood Mixed Use District) To Vestavia Hills B-1 (Neighborhood Business District) With Limited Uses; Seed Corn, LLC & Pine Tree Partners, LLC, Owners (*public hearing*)
18. Resolution Number 5364 – Annexation – 90 Day – 1718 Vestaview Lane; John G. Moss, III, Owner
19. Ordinance Number 3050 – Annexation – Overnight – 1718 Vestaview Lane; John G. Moss, III, Owner
20. Citizens Comments
21. 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.

WHEREAS, the City of Vestavia Hills, Alabama is committed to ensuring the safety and security of all those living in and visiting Vestavia Hills; and

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our residents; and

WHEREAS, research shows that firefighters are more likely to be diagnosed with certain types of cancer than the general public; and

WHEREAS the health and well-being of our firefighters is a top priority and education and training that focuses on the best practices for preventing and reducing the risk of occupational cancer is essential; and

WHEREAS in order to help save lives, the International Association of Firefighters and the Firefighter Cancer Support Network will partner to increase awareness and deliver targeted education and provide resources to reduce the impact of cancer on firefighters this January.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim January 2022 as

FIREFIGHTER CANCER AWARENESS MONTH

throughout our community and I urge all employees of the Vestavia Hills Fire Department to participate in fire safety training and activities in order to enjoy a long, safe career and a healthy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of January 2022.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

DECEMBER 20, 2021

The City Council of Vestavia Hills met in a special work session on this date at 5:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the work session to order and the Clerk checked the roll with the following:

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Kimberly Cook, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Sandi Wilson, Seniors & Programming Supr.

The Mayor called the work session to order and indicated that the Council needed to go into executive session for sale and/or purchase of real estate for about 30 minutes. This was certified by Whit Colvin, attorney representing the Council.

MOTION Motion to enter into executive session for an estimated 30 minutes for the purpose of purchase and/or sale of real estate was by Mr. Weaver seconded by Mr. Pierce. Roll call vote as follows:

Mr. Head – yes Mr. Pierce – yes
Mr. Weaver – yes Mayor Curry – yes
Motion carried.

At 5:01 PM the Council exited the Chamber and entered into Executive Session. At 5:57 the Council re-entered the Chamber. The Mayor called the work session back to order.

There being no further business, the work session adjourned at 5:58 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

DECEMBER 20, 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
Paul Head, Councilor
George Pierce, Councilor

MEMBERS ABSENT:

Kimberly Cook, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Danny Rary, Police Chief
Jason Hardin, Police Captain
Sandi Wilson, Seniors and Programming Super.
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Marvin Green, Fire Chief*
Umang Patel, Court Director*
Ryan Farrell, Fire Marshal
Christopher Brady, City Engineer
Keith Blanton, Building Official
Cinnamon McCulley, Communication Specialist
Steve Ammons, Jefferson County Commission
**present via Zoom or telephone*

Butch Williams, 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. Pierce seconded by Mr. Weaver. Roll call vote was, as follows:

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- Mr. Pierce announced that he had attended the last Chamber of Commerce Board meeting of the year and thanked the Chamber for another successful year.
- Mr. Pierce welcome Steve Ammons, Jefferson County Commissioner to the meeting.
- Mr. Ammons announced that he is a candidate for the Jefferson County Commission and asked for support in the upcoming election.

PROCLAMATION

The Mayor presented a Proclamation designating January 2022 as “Human Trafficking Awareness Month.” Mr. Downes read the Proclamation and the Mayor presented it to Amy Wagar, Child Trafficking Solutions Project and Barbara Fowler, Chair, Child Trafficking Solutions Project (attending virtually).

Mrs. Fowler commended the Mayor and Council for the City’s efforts in battling human trafficking.

Mrs. Wagar echoed Mrs. Fowler’s comments and also commended the VHPD for their efforts in taking care of these situation as they are on the front lines actually battling this.

CITY MANAGER’S REPORT

- Mr. Downes invited Chief Rary to do some officer recognitions.
 - Chief Rary stated that his PD is always on the lookout for situations that are out of the ordinary. He described situations where officers responded heroically and the end result was saving lives. He honored the following officers with a plaque of recognition: Officer Nick Steketee, Officer Randy Gagnon and Officer Juan Chavez. The Chief, City Manager and Council all thanked these young officers for their service to the city and the public.

COUNCILOR REPORTS

- Mr. Pierce thanked all those involved in the Christmas Parade in Liberty Park. He stated that the crowd was largest he’s seen in a long time. All the parade organizers and City employees did an outstanding job.

FINANCIAL REPORTS

Melvin Turner, III, Finance Director, presented the financial reports. He read and explained the balances.

APPROVAL OF MINUTES

The Mayor stated that the approval of the November 30, 2021 (Work Session) and December 13, 2021 (Regular Meeting) was needed and opened the floor for a motion.

MOTION Motion to approve the minutes of the regular meeting of the November 30, 2021 (Work Session) and December 13, 2021 (Regular Meeting) was made by Mr. Weaver and second was by Mr. Pierce. Roll call vote as follows:

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

OLD BUSINESS

ORDINANCE NUMBER 3063

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

MOTION Motion to approve Ordinance Number 3063 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor explained that this Ordinance 3063 and all of the ordinances to follow to and including Ordinance 3072 are for adoption of updated codes relating to building and fire. He stated that each item would be voted upon individually, but he will hold only one public hearing for all items. He explained that the codes were open for public inspection since mid-November and all revisions are completed.

The Mayor opened the floor for a public hearing for Ordinance Numbers 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071 and 3072. 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:

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

ORDINANCE NUMBER 3064

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

MOTION Motion to approve Ordinance Number 3064 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor explained that there has already been a public hearing on this agenda item.

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

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

ORDINANCE NUMBER 3065

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

MOTION Motion to approve Ordinance Number 3065 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor explained that there has already been a public hearing on this agenda item.

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

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

ORDINANCE NUMBER 3066

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

MOTION Motion to approve Ordinance Number 3066 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

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

ORDINANCE NUMBER 3067

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

MOTION Motion to approve Ordinance Number 3067 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

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

ORDINANCE NUMBER 3068

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

MOTION Motion to approve Ordinance Number 3068 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

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

ORDINANCE NUMBER 3069

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

MOTION Motion to approve Ordinance Number 3069 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

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

ORDINANCE NUMBER 3070

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

MOTION Motion to approve Ordinance Number 3070 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

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

ORDINANCE NUMBER 3071

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

MOTION Motion to approve Ordinance Number 3071 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

ORDINANCE NUMBER 3072

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 Code For The City Of Vestavia Hills, Alabama

MOTION Motion to approve Ordinance Number 3072 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

RESOLUTION NUMBER 5359

Resolution Number 5359 – Annexation – 90 day – 2433 Dolly Ridge Road; Lot 35, Rocky Ridge Estates; Megan Rudolph, Owner

MOTION Motion to approve Resolution Number 5359 was by Mr. Weaver and seconded by Mr. Pierce.

Mrs. Rudolph was present in regard to this request.

The Mayor explained that this resolution would begin a 90-day annexation of this property followed by an ordinance for the overnight annexation of the same property. He stated that he'd like to do only one public hearing on the items although they'll be voted upon separately.

Mr. Pierce gave the report of the Standing Annexation Committee which noted a drainage issue that the City Engineer has acknowledged that exists on the property and not within the public ROW.

The Mayor opened the floor for a public hearing on Resolution 5359 and Ordinance 3047. There being no one to address the Council, the Mayor called for the question. Roll call vote was as follows:

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

ORDINANCE NUMBER 3047

Ordinance Number 3047 – Annexation – Overnight – 2433 Dolly Ridge Road; Lot 35, Rocky Ridge Estates; Megan Rudolph, Owner

MOTION Motion to approve Ordinance Number 3047 was by Mr. Weaver and seconded by Mr. Head.

The Mayor explained that there has already been a public hearing on this agenda item.

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

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

ORDINANCE NUMBER 3073

Ordinance Number 3073 – An Ordinance Granting A Franchise To Spire Alabama, Inc., Its Successors And Assigns, In The City Of Vestavia Hills Alabama

MOTION Motion to approve Ordinance Number 3073 was by Mr. Weaver and seconded by Mr. Pierce.

Mr. Downes stated that this is the 30-year renewal of the natural gas franchise with Spire Alabama, formerly Alagasco subject to the rules specified in the Ordinance. He stated that the document has been reviewed and revised by himself and by Mr. Boone.

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:

Mr. Head – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

ORDINANCE NUMBER 3074

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

MOTION Motion to approve Ordinance Number 3074 was by Mr. Weaver and seconded by Mr. Pierce.

Mr. Weaver stated that this request is for construction of two duplexes (4 dwelling units) to be located on the Church campus to house furloughed missionaries. He indicated that the Planning and Zoning Commission reviewed the criteria needed in order to grant a conditional use and found no adverse information. P&Z considered the request and recommended approval with the following stipulations which have been written into the Ordinance:

- (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.

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:

Mr. Head – abstain	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

motion carried.

RESOLUTION NUMBER 5365

Resolution Number 5365 – A Resolution Authorizing The City Manager To Purchase A Lightning Detection System For The City Of Vestavia Hills

MOTION Motion to approve Resolution Number 5365 was by Mr. Weaver and seconded by Mr. Head.

Mr. Downes stated that this expense will cover lightning detection systems at all the athletic parks in the City and not leave it to guesswork.

Donald Harwell, Willoughby Road, asked if this was bid and how will it be funded.

Mr. Downes stated that purchase is around \$13,000 and doesn't hit the bid threshold amount.

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:

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

NEW BUSINESS

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

Mayor Curry stated that the next item requires unanimous consent for consideration and action. He opened the floor for a motion.

MOTION Motion for unanimous consent for consideration and action of Resolution Number 5368 was by Mr. Weaver seconded by Mr. Head. Roll call vote as follows:

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

RESOLUTION NUMBER 5368

Resolution Number 5368 – A Resolution Authorizing The City Manager To Remit A Fee To Alabama Department Of Environmental Management (ADEM) For The City's MS4, Five-Year Permit

MOTION Motion to approve Resolution Number 5368 was by Mr. Weaver and seconded by Mr. Pierce.

The Mayor explained this was to renew the City's MS4 five-year permit.

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:

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

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

1. 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*)
2. 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*)

CITIZEN COMMENTS

None.

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 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 24th 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)

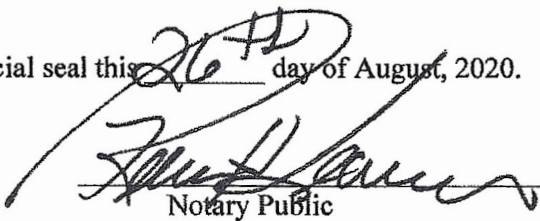
By: Randy Lee
Its Randy Lee, Chief Operating Officer

STATE OF ALABAMA
JEFFERSON COUNTY

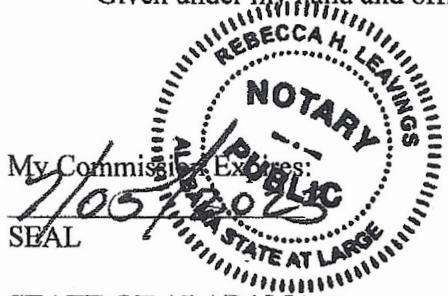
NOTARY CERTIFICATE

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

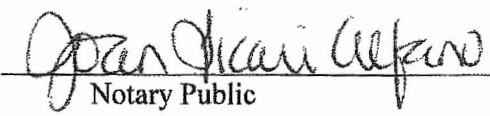


STATE OF ALABAMA
JEFFERSON COUNTY

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

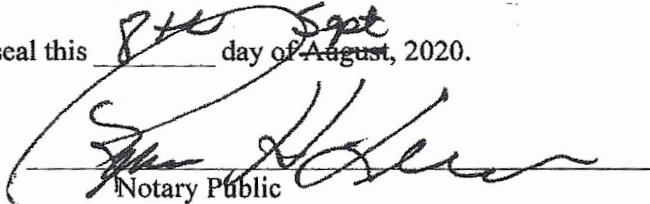


**STATE OF ALABAMA
JEFFERSON COUNTY**

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.

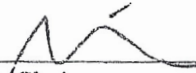
24) FORCE MAJEURE. Neither the Contractor nor the Participating Governmental Unit shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency 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.

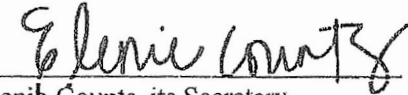
[SIGNATURES ON FOLLOWING PAGE]

Done this 28th day of September, 2021

**THE CAHABA SOLID WASTE
DISPOSAL AUTHORITY**

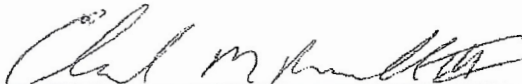


Allan Rice, its Chairman

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
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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.

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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:

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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.

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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.

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- 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)

RESOLUTION NUMBER 5369

**A RESOLUTION RE-APPOINTING MEMBERS TO THE
VESTAVIA HILLS DESIGN REVIEW BOARD**

WHEREAS, the Mayor has recommended the reappointment of Robert Thompson and Mae Coshatt to the Vestavia Hills Design Review Board in an memorandum dated January 5, 2022. A copy of said memorandum is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5369 as though written fully therein; and

WHEREAS, the Council concurs with the Mayor's recommendation.

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

1. Robert Thompson and Mae Coshatt are hereby reappointed to the Vestavia Hills Design Review Board effective immediately; and
2. Said appointments shall expire on December 31, 2024; and
3. This Resolution Number 5369 shall become effective upon approval and adoption.

APPROVED AND ADOPTED this the 10th day of January, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

MEMORANDUM

TO: Rebecca Leavings, City Clerk

FROM: Ashley C. Curry, Mayor

DATE: January 5, 2022

RE: Reappointments to Design Review Board

I would like to recommend Robert Thompson and Mae Coshatt be reappointed to the Design Review Board. This would be for a three year term which will be effective immediately and expire on December 31, 2024.

Thank you.

RESOLUTION NUMBER 5371

A RESOLUTION DETERMINING THAT CERTAIN PERSONAL PROPERTY IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DIRECTING THE SALE/DISPOSAL OF SAID SURPLUS PROPERTY

WITNESSETH THESE RECITALS

WHEREAS, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached “Exhibit A”; and

WHEREAS, the City has determined that it would be in the best public interest to sell or dispose of said property.

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5371 shall become effective immediately upon adoption and approval.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

11/22/21

To: Rebecca Leavings

From: CPT Sean Richardson, Vestavia Hills Police Department

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

Re: Surplus City Property

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

2004 Nissan Frontier – Mileage 171,741 – VIN # 1N6DD26T44C468124

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

Very Respectfully,

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

RESOLUTION NUMBER 5370

**A RESOLUTION ACCEPTING THE DEDICATION OF THE STREETS IN
THE ALTADENA PARK SUBDIVISION KNOWN AS ALTADENA PARK
CIRCLE AND ALTADENA PARK LANE**

WHEREAS, Collat, Inc., is the developer for Altadena Park Subdivision in Vestavia Hills, Alabama. This dedication consists of the street named “Altadena Park Circle and Altadena Park Lane”; such dedication not to include any improvements other than the streets named in this Resolution.

WHEREAS, the streets were built according to the Vestavia Hills specifications and the development company is presenting them to the City of Vestavia Hills for acceptance complete with a guarantee against any defects for a period of one (1) year from date of dedication.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the City hereby accepts the offer of dedication made by Collat, Inc., for Altadena Park Circle and Altadena Park Lane and are hereby named public streets.

ADOPTED and APPROVED this the 24th day of January, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

December 22, 2021

To: Jeff Downes, City Manager

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

From: Christopher Brady, City Engineer

RE: Dedication of Altadena Park Lane and Altadena Park Circle

The Developer has formally requested dedication of Altadena Park Subdivision to the City of Vestavia Hills for all public improvements within the platted right-of-way. Upon final inspection, I have found all improvements to be complete and in compliance with City standards for public streets and support its dedication to the City for roadway maintenance. This dedication will include 50' of public right-of-way.

A Final Wearing Surface Maintenance Bond is required to be kept on file with the City for a full year after the roadway improvements have been accepted by the City Council to ensure all improvements are kept in good repair.

Sincerely,

Christopher Brady



COLLATERAL

A Financial Family Since 1933

1900 Crestwood Boulevard, Suite 300
Birmingham, AL 35210

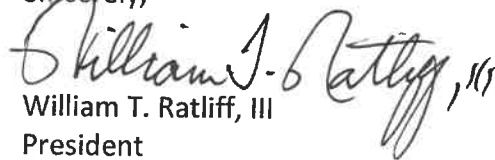
October 26, 2021

Ms. Rebecca Leavings, City Clerk
City of Vestavia
1032 Montgomery Highway
Vestavia Hills, AL 35216

Dear Ms. Leavings,

I, William T. Ratliff, III, as President of Collat, Inc. request street dedication of Altadena Park streets "Altadena Park Lane" and "Altadena Park Circle" pending approval of the Engineering Department. Collat, Inc. will post the maintenance bond in the amount of \$9,212.25 and respectfully requests the balance of the wearing surface bond be remitted to Collat, Inc. at the time the streets are dedicated.

Sincerely,


William T. Ratliff, III
President

NOTES

- Unless otherwise shown or stated, all easements shown hereon are for storm sewers, sanitary sewers, public utilities, or ingress & egress & are to serve the property both within & without this subdivision.
- Maintenance, responsibility and liability for sidewalks is the responsibility of the owner/developer and the homeowner's association.
- All lots shall access internal streets only.
- All sidewalks are to be maintained by the Homeowners' Association and not by Jefferson County.

LEGEND

- IRON PIN FOUND
- IRON PIN SET (5/8" REBAR w/CAP)
- CALCULATED POINT
- CENTERLINE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	C11	235.00'	9'25'31"	38.66'	38.61'	C21	25.00'	31'44'52"	13.85'	13.68'
C1	50.00'	96'23'59"	84.33'	74.68'	C12	250.00'	7'20'54"	32.06'	32.04'	C22	50.00'	64'00'33"	55.86'	53.00'
C2	50.00'	87'23'14"	78.26'	69.08'	C13	300.00'	11'17'28"	59.12'	59.02'	C23	50.00'	78'03'23"	68.12'	62.97'
C3	50.00'	20'48'09"	18.15'	16.05'	C14	250.00'	37'39'06"	164.29'	161.35'	C24	50.00'	67'21'30"	58.78'	55.45'
C4	25.00'	48'11'23"	21.03'	20.41'	C15	300.00'	19'23'23"	104.51'	109.31'	C25	50.00'	62'28'37"	55.37'	52.98'
C5	50.00'	71'33'24"	62.45'	58.47'	C16	300.00'	13'44'59"	71.99'	71.82'	C26	25.00'	61'07'16"	28.67'	25.42'
C6	285.00'	14'02'01"	69.81'	69.63'	C17	300.00'	23'46'54"	83.01'	82.42'	C27	150.00'	90'00'00"	235.62'	212.13'
C7	235.00'	30'34'29"	145.91'	143.58'	C18	200.00'	23'54'21"	83.45'	82.84'	C28	165.00'	27'24'36"	78.94'	78.18'
C8	285.00'	22'22'49"	111.32'	110.62'	C19	200.00'	13'52'12"	48.42'	48.30'	C29	165.00'	39'50'51"	114.99'	112.68'
C9	285.00'	8'30'10"	42.71'	42.67'	C20	200.00'	7'10'51"	25.07'	25.05'	C30	165.00'	22'38'33"	65.25'	64.83'
C10	285.00'	8'30'10"	42.71'	42.67'	C32	200.00'	7'10'51"	25.07'	25.05'	C31	300.00'	1'55'29"	10.08'	10.08'

STATE OF ALABAMA
JEFFERSON COUNTY

The undersigned, Michael R. Bridges, Registered Land Surveyor, State of Alabama, and Altadena Park, LLC as Owner, hereby certify that this plat or map was made to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner; that this plat or map is a true and correct map and shown therein and known as or to be known as **ALTADENA PARK SUBDIVISION**, showing subdivision into which it is proposed to divide said lands, giving the length and the angles of the boundaries of each lot and its number; showing the streets, alleys, and public grounds; giving the length, width, and name of each street, as well as the number of each lot and block; also showing the relations of the lands to the Government Survey; and that iron pins have been installed at all lot corners and curve points as shown and designated by small, solid circles on said plat or map. Said owner further certifies that they are the owners of said property and that the same is subject to a mortgage with Bryant Bank.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my information, knowledge and belief.

Dated: 9/15/08 MORTGAGEE: Bryant Bank
 Michael R. Bridges, Registered Land Surveyor
 Michael R. Bridges, Corporate Partner
 Ala. Reg. No. 25650 Designated Officer

OWNER: Altadena Park, LLC

Alan Bertram
 Managing Member

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Michael R. Bridges, whose name appears on this foregoing certificate as Corporate Partner of Gonzalez-Strength & Associates, Inc., as Surveyor, and who is known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, he executed the same voluntarily as such representative with full authority therefor.

Given under my hand and seal this the 12 day of September, 2008.
 Notary Public
 My commission expires: 12.8.10

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Alan Bertram, as Managing Member of Altadena Park, LLC, whose name is signed to the foregoing certificate and who is known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, he executed the same voluntarily as such representative with full authority therefor.

Given under my hand and seal this the 15 day of September, 2008.
 Notary Public
 My commission expires: 12.8.10

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Alan Bertram, as Managing Member of Altadena Park, LLC, whose name is signed to the foregoing certificate and who is known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, he executed the same voluntarily as such representative with full authority therefor.

Given under my hand and seal this the 17 day of September, 2008.
 Notary Public
 My commission expires: 12.8.10

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Alan Bertram, as Managing Member of Altadena Park, LLC, whose name is signed to the foregoing certificate and who is known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, he executed the same voluntarily as such representative with full authority therefor.

Given under my hand and seal this the 17 day of September, 2008.
 Notary Public
 My commission expires: 12.8.10

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Alan Bertram, as Managing Member of Altadena Park, LLC, whose name is signed to the foregoing certificate and who is known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, he executed the same voluntarily as such representative with full authority therefor.

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 Notary Public
 My commission expires: 12.8.10

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 Notary Public
 My commission expires: 12.8.10

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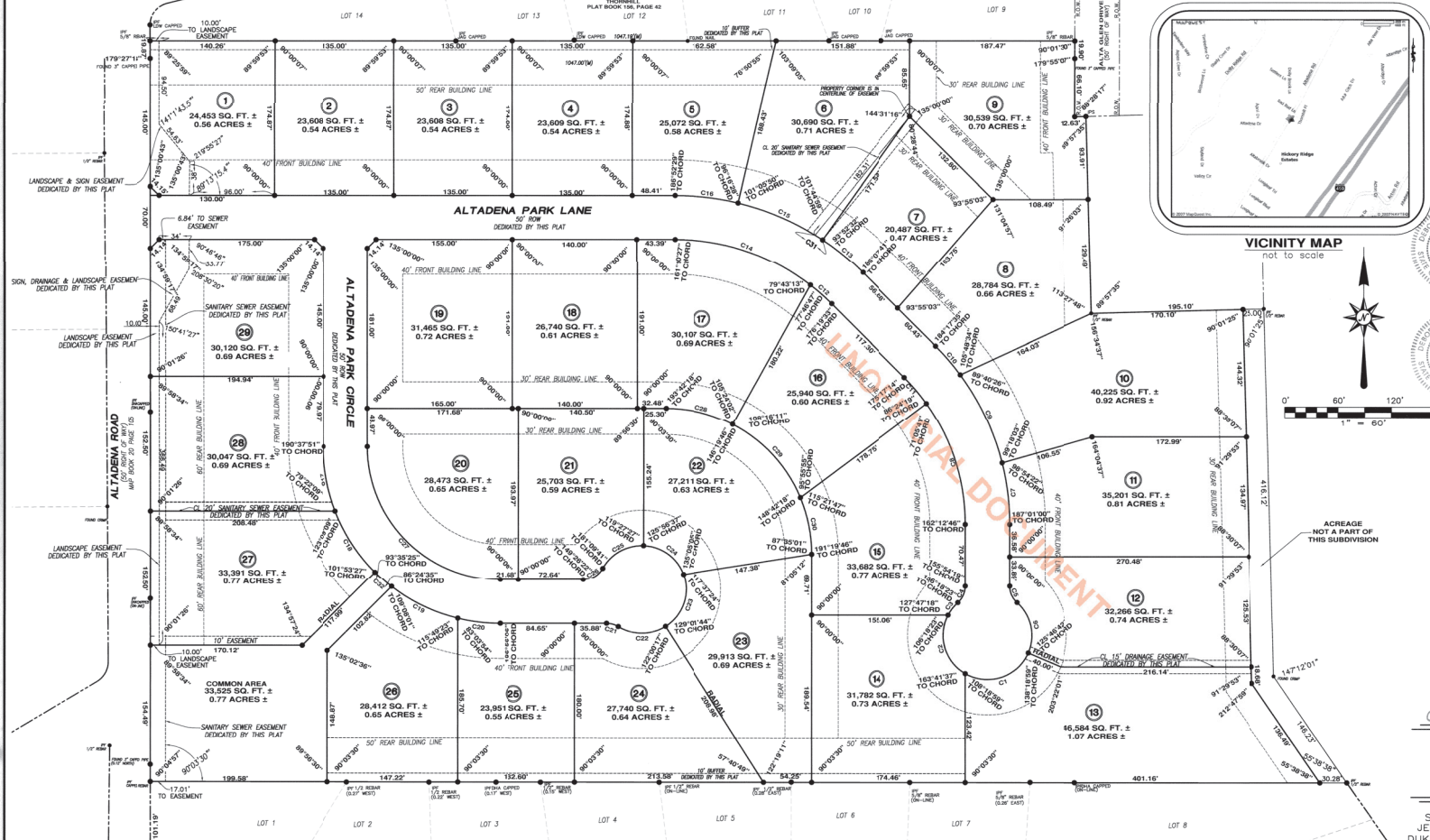
VICINITY MAP
not to scale



ALTADENA PARK SUBDIVISION

A RESIDENTIAL COMMUNITY
 SITUATED IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 2 WEST
 JEFFERSON COUNTY, ALABAMA, AND BEING A RESURVEY OF LOT 4,
 DUKEVILLE, AS RECORDED IN MAP BOOK 12, PAGE 26 AND LOT'S 5A,
 3B, AND 3C OF RATLIFF ADDITION TO VESTAVIA, AS RECORDED IN MAP
 BOOK 187, PAGE 70, ALL RECORDED IN THE OFFICE OF THE JUDGE OF
 PROBATE, JEFFERSON COUNTY, ALABAMA, ALONG WITH ACREAGE.

Prepared by:
GONZALEZ - STRENGTH & ASSOCIATES, INC.
 ENGINEERING, LAND PLANNING, & SURVEYING
 2176 PARKWAY LAKE DRIVE
 HOOVER, ALABAMA 35224
 PHONE: (205) 943-2486
 FAX: (205) 943-3033
 Gonzalez-Strength.com



APPROVED: [Signature]
 Director, Jefferson County Environmental Services

DATE: 9/15/08

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

RECORDED IN MAP BOOK 12, PAGE 26
 Bk: RFP228 Pg. 77
 Jefferson County, Alabama
 2008 SEP 15 10:59 AM PLAT 808
 Jefferson County, Alabama
 2008 SEP 15 10:59 AM PLAT 808
 Total of Fees and Taxes-\$16.50

Jefferson County is not responsible for the maintenance of any drainage easements shown on this plat outside of the public right-of-way.

According to the Flood Insurance Rate Map (FIRM) for Jefferson County, Alabama (community-panel number 01073005670, dated September 29, 2006), all of the subject property lies within Zone X (un-shaded), defined as "areas determined to be outside the 0.2% annual chance floodplain."

All lots with double road frontage shall access internal subdivision streets only.
 Unless otherwise shown or stated, all easements shown hereon are for storm sewers, sanitary sewers, public utilities, or ingress & egress, & are to serve property both within & without this subdivision.

Side setbacks are 15% of the lot width measured along the building line.

ORDINANCE NUMBER 3079

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS B-1.2 TO VESTAVIA HILLS B-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills B-1.2 (planned neighborhood mixed use district) to Vestavia Hills B-1 (neighborhood business district):

4565 Pine Tree Circle
Seed Corn LLC and Pine Tree Partners LLC, Owners

BE IT FURTHER ORDAINED, that said B-1 zoning is conditioned upon the following:

1. The following B-1 uses shall be prohibited: private clubs, day care centers, place of assembly, public facility, public utility facility, school (commercial), school (non-profit), school (public), convenience store, garden center/nursery, restaurant (fast food); and
2. Parking lot light poles shall not exceed 12' in height; and
3. Any future building must be constructed in a residential type style as approved by the City's Design Review Board.

APPROVED and ADOPTED this the 24th day of January, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

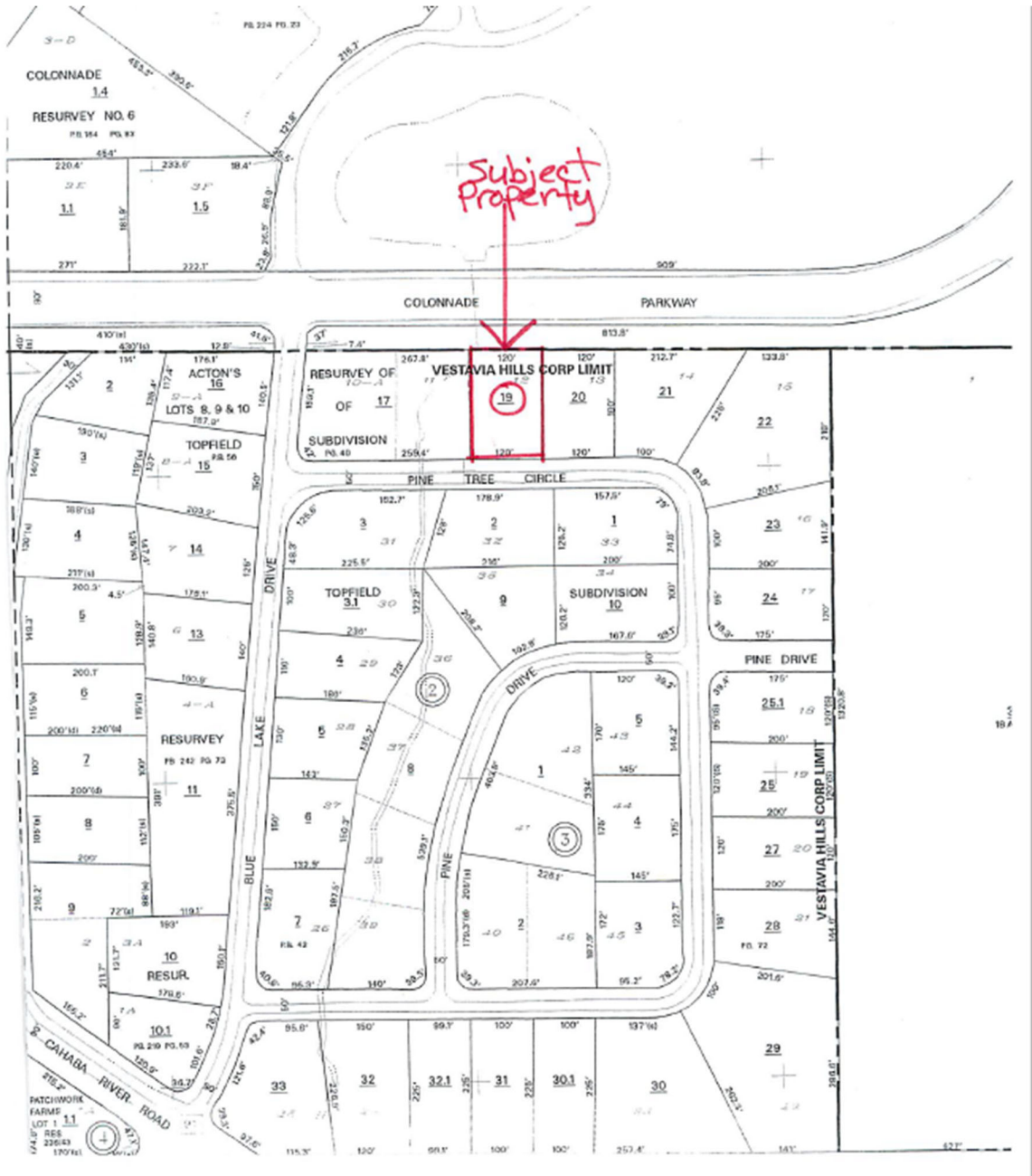
Rebecca Leavings
City Clerk

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 # 3079 is a true and correct copy of such 24th day of January, 2022, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2022.

Rebecca Leavings
City Clerk



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

Date: DECEMBER 9, 2021

- **CASE:** P-1221-46
- **REQUESTED ACTION:** Rezoning Vestavia Hills B-1.2 to Vestavia Hills B-1
- **ADDRESS/LOCATION:** 4565 Pine Tree Circle
- **APPLICANT/OWNER:** Seed Corn, LLC & Pine Tree Partners, LLC
- **GENERAL DISCUSSION:** The request rezone property on Pine Tree Cir. for an off-site parking lot for Studio 21. The lot would consist of 32 spots. Attached is the proposed site plan and restricted B-1 uses.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan for Limited Mixed 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.
 2. **City Planner Recommendation:** Staff recommends the following conditions:
 - A. Approval based on site plan;
 - B. The following B-1 uses will be prohibited: Private Clubs, Day Care Centers, Place of Assembly, Public Facility, Public Utility Facility, School (Commercial), School (Non-Profit), School (Public), Convenience Store, Garden Center/Nursery, Restaurant (Fast Food);
 - C. Parking Lot Light Poles may not extend greater than 12’.
 3. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 4. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 5. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Weaver made a motion to recommend Rezoning from Vestavia Hills B-1.2 to Vestavia Hills B-1 for the property located at 4565 Pine Tree Circle with the following conditions:

1. The following B-1 uses will be prohibited: Private Clubs, Day Care Centers, Place of Assembly, Public Facility, Public Utility Facility, School (Commercial), School (Non-Profit), School (Public), Convenience Store, Garden Center/Nursery, Restaurant (Fast Food);
2. Parking Lot Light Poles may not extend greater than 12’;
3. Any future buildings must be constructed in a residential style.

Second was by Ms. Barnes. Motion was carried on a roll call; vote:

Mr. Sykes – yes
Mr. Larson – yes
Ms. Weaver – yes
Motion carried.

Mr. Romeo– yes
Mr. Barnes – yes
Mr. Vercher – yes

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

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 zoning/rezoning request or 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.** All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which it shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with 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. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. ***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: Seed Corn, LLC / Pine Tree Partners, LLC

ADDRESS: 4565 Pine Tree Circle
Birmingham AL 35243

MAILING ADDRESS (if different from above) _____

PHONE NUMBER: Home _____ Office 205-222-1664

EMAIL ADDRESS: IS@shanwalt.com

NAME OF REPRESENTING ATTORNEY/AGENT & CONTACT INFORMATION:

Scott Deason

P1221-46//28-00-27-4-001-019.000
4565 Pine Tree Circle
Rezoned to B-1
Pine Tree Partners B-1.2

III. ACTION REQUESTED

Request that the above described property be zoned/rezoned

From: B1.2

To: B.1

For the intended purpose of: Parking

(Example: From "VH R-1" to "VH O-1" for office building)

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

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

Property size: _____ feet X _____ feet. Acres: _____

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

VI. I do hereby declare the above statements are true and that I am the owner and myself or my duly appointed representative will be at the scheduled hearing.

Leo / 11.2.21

Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 12 day of November, 2021.



Notary Public
My commission expires 26th
day of September, 2023.

P1221-46//28-00-27-4-001-019.000
4565 Pine Tree Circle
Rezoned to B-1
Pine Tree Partners

B-1.2



Pressnell
Engineering
 1733 McConnell Lane
 Vestavia Hills, Alabama
 P: 205.878.4325
 F: 205.417.2507



Studio 21 - Remote Parking

4565 Pine Tree Circle
 Vestavia Hills, Alabama

Sheet Title:

Title
 Sheet

Revisions:

FILE: Studio 21 Remote Parking

DATE: November 3, 2021

SCALE: NONE

DRAWING:

C0.0

Studio 21 - Remote Parking

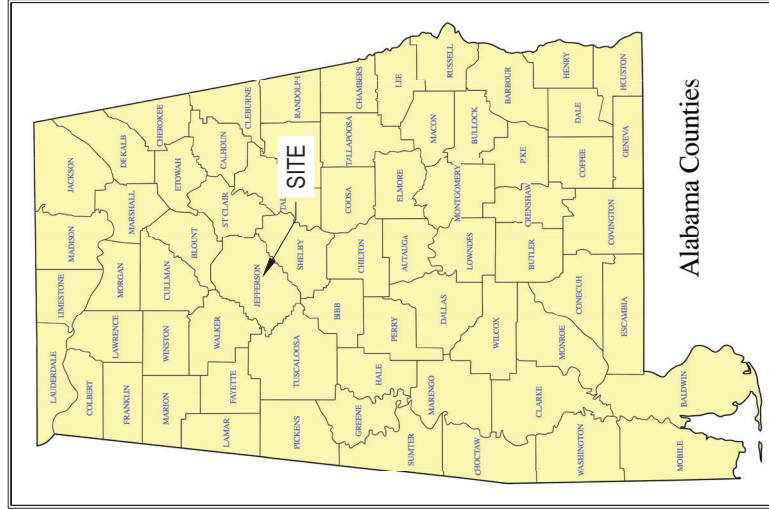
4565 Pine Tree Circle, Vestavia Hills, Alabama 35243

Situated in Section 27, Township 18 South, Range 2 West,
 Jefferson County, AL

Sheet #	Description
C-0.0	Title Sheet
C-0.1	Civil Notes
C-1.0	Site Plan
C-2.0	Grading & Drainage Plan
C-3.0	Initial Erosion Control Plan
C-3.1	Intermediate Erosion Control Plan
C-3.2	Final Erosion Control Plan
C-4.0	Construction Details
C-5.0	Landscape Plan



Vicinity Map
 n.t.s.



Alabama Counties



Pressnell
Engineering
1703 McConnell Lane
Mobile, AL 36688
P: 251-876-4325
F: 251-417-2507

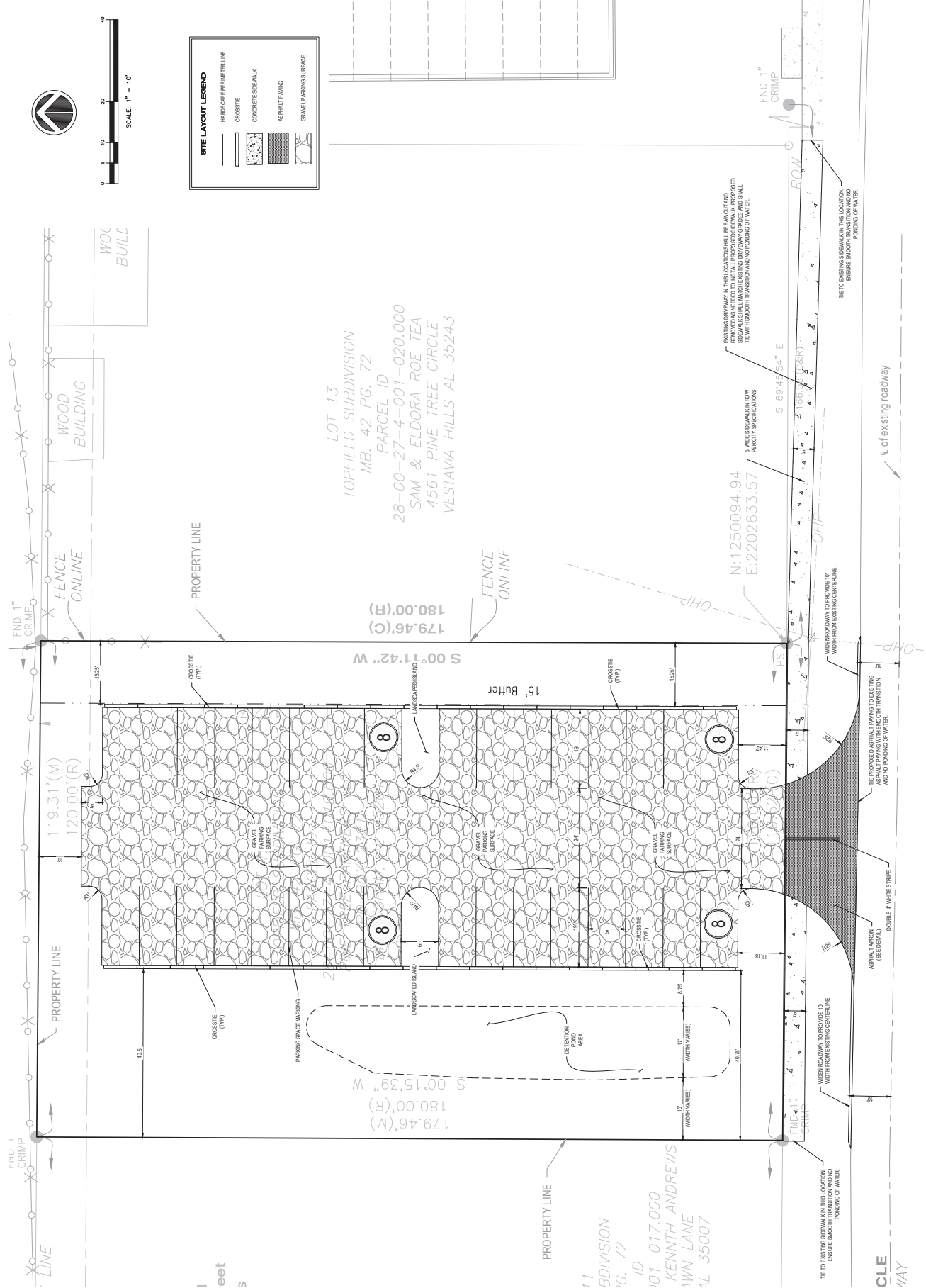
Studio 21 - Remote Parking
4565 Pine Tree Circle
Vestavia Hills, Alabama

Sheet Title:
Site Plan

Revisions:

FILE: Studio 21 Remote Parking
DATE: November 3, 2021
SCALE: 1"=10'
DRAWING:

C1.0



11 DIVISION
PG. 72
ID
101-017.000
KENNETH ANDREWS
14W LANE
4L 35007

CLE
MAY



Pressnell
Engineering
1793 McConnell Lane
Birmingham, AL 35202
P: 205.878.4335
F: 205.417.2507



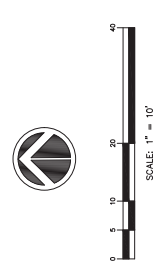
Studio 21 - Remote Parking
4565 Pine Tree Circle
Vestavia Hills, Alabama

Sheet Title:
**Initial
Erosion
Control
Plan**

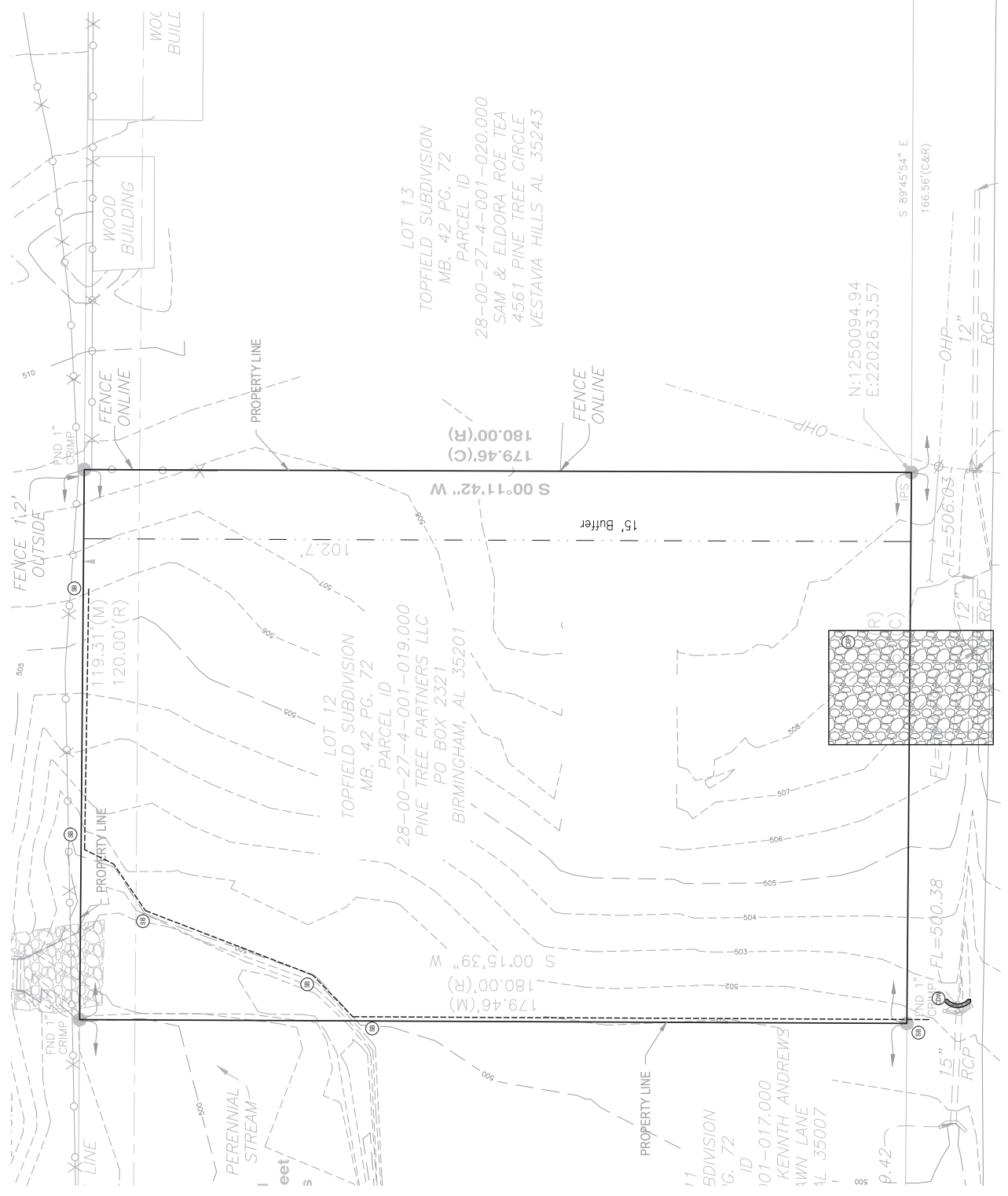
Revisions:

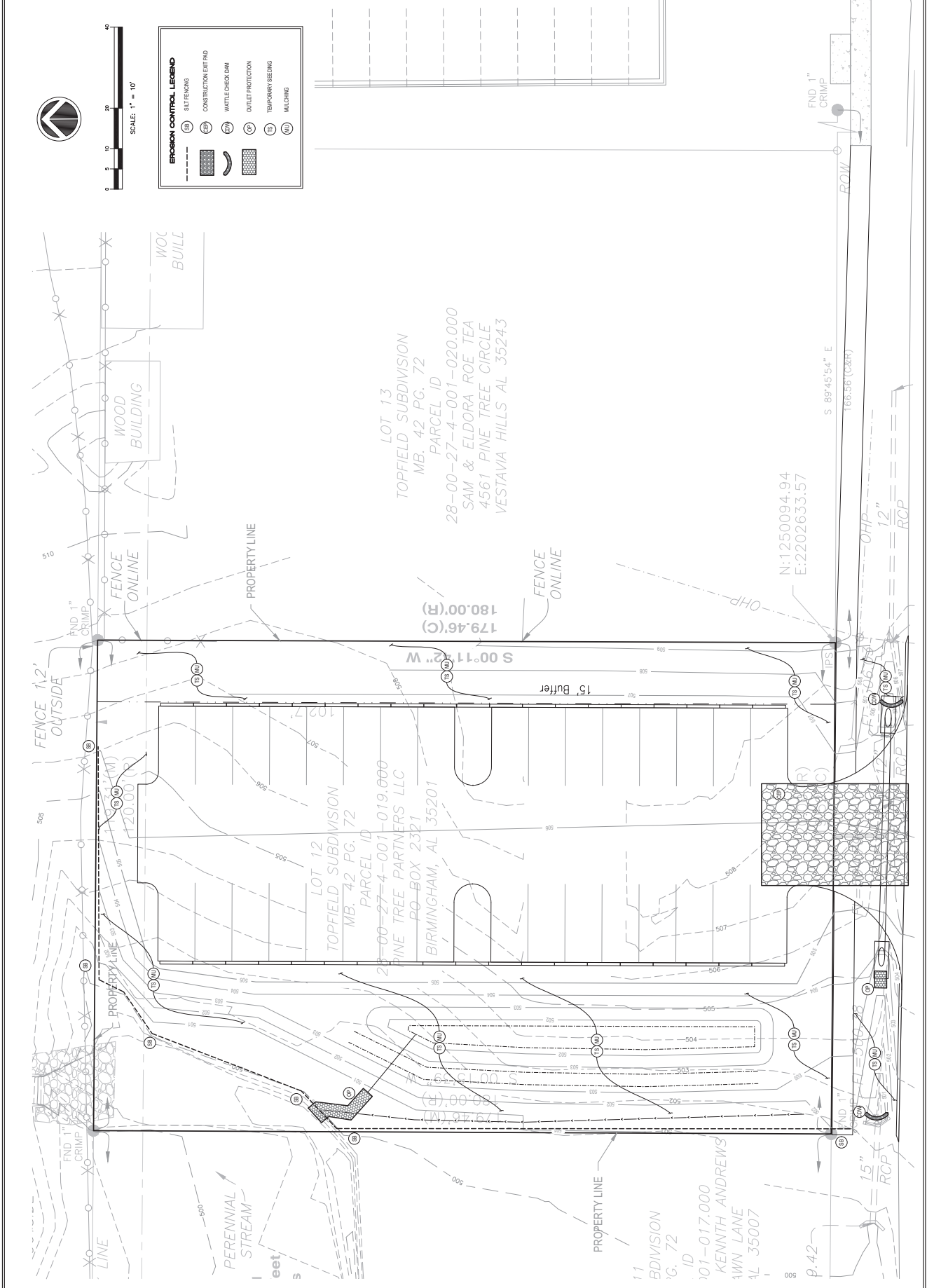
FILE:
Studio 21 Remote Parking
DATE:
November 3, 2021
Scale: 1"=10'
Drawing:

C3.0



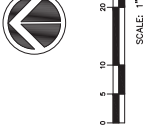
EROSION CONTROL LEGEND	
(SB)	SILT FENCINGS
(CP)	CONSTRUCTION EXIT PAD
(WD)	WATTLE CHECK DAM





EROSION CONTROL LEGEND

(Symbol: Dashed line with 'X's)	SILT FENCING
(Symbol: Dashed line with 'E's)	CONSTRUCTION ENTRANCE
(Symbol: Dashed line with 'W's)	WATER CHECK DAM
(Symbol: Dashed line with 'O's)	OUTLET PROTECTION
(Symbol: Dashed line with 'T's)	TEMPORARY SEEDING
(Symbol: Dashed line with 'M's)	MULCHING



LOT 13
 TOPFIELD SUBDIVISION
 MB. 42 PG. 72
 PARCEL ID
 28-00-27-4-001-020.000
 SAM & ELDORA ROE TEA
 4561 PINE TREE CIRCLE
 VESTAVIA HILLS AL 35243

LOT 12
 TOPFIELD SUBDIVISION
 MB. 42 PG. 72
 PARCEL ID
 28-00-27-4-001-019.000
 PINE TREE PARTNERS LLC
 PO BOX 2321
 BIRMINGHAM, AL 35201

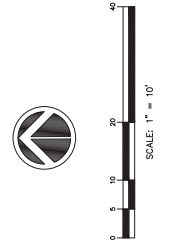
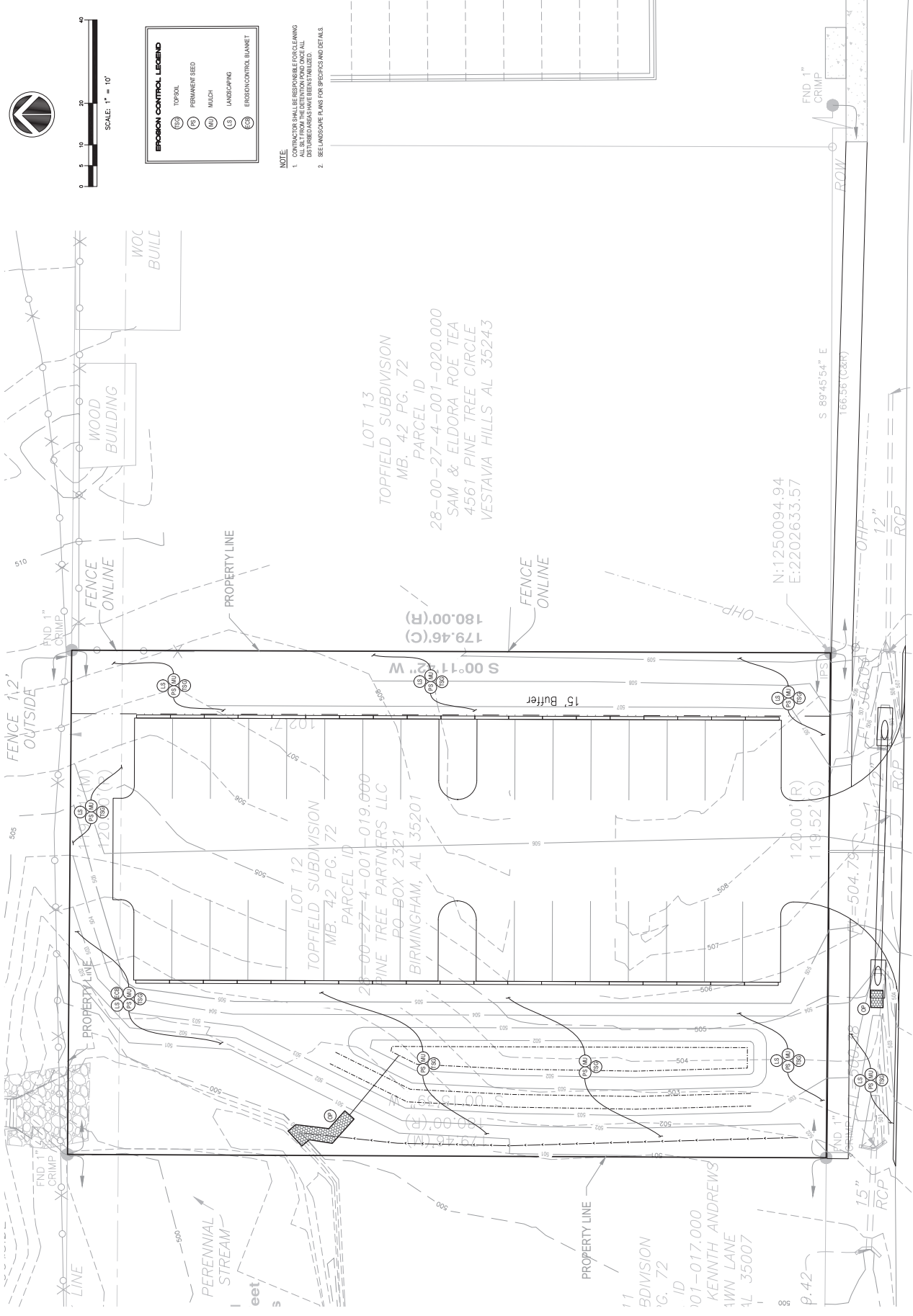
LOT 11
 DIVISION
 PG. 72
 ID
 101-017.000
 KENNETH ANDREWS
 1414 N LANE
 AL 35007

Studio 21 - Remote Parking
 4565 Pine Tree Circle
 Vestavia Hills, Alabama

Sheet Title:
**Final
 Erosion
 Control
 Plan**

Revisions:
 Date: Studio 21 Remote Parking
 Date: November 3, 2021
 Scale: 1"=10'
 Drawing:

C3.2



EROSION CONTROL LEGEND

(Symbol)	TOPSOIL
(Symbol)	PERMANENT SEED
(Symbol)	MULCH
(Symbol)	LANDSCAPING
(Symbol)	EROSION CONTROL BLANKET

NOTE:
 1. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ALL SILT FROM THE EROSION CONTROL ONCE FULLY OPERATIONAL.
 2. SEE LANDSCAPE PLANS FOR SPECIFICATIONS AND DETAILS.

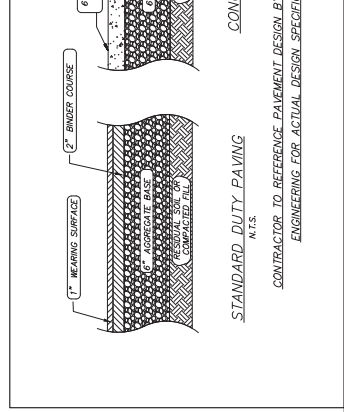
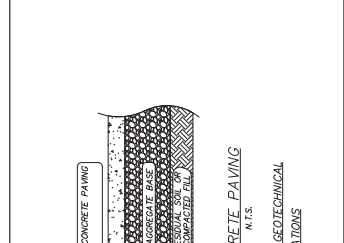
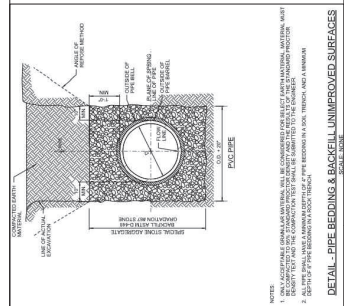
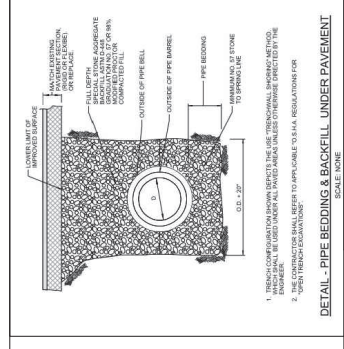


TABLE 1.1-1 MULCHING MATERIALS AND APPLICATION RATES

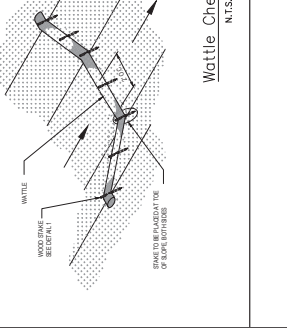
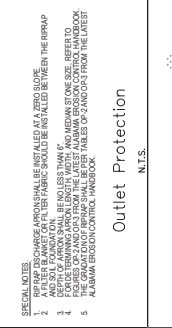
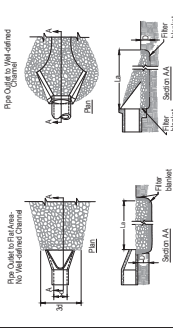
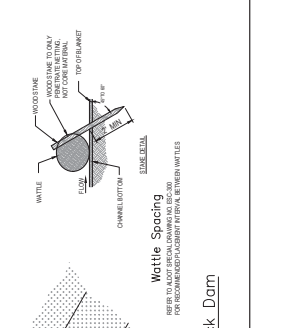
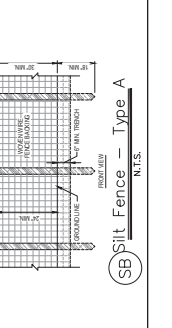
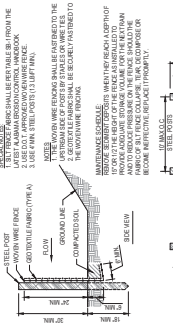
Material	Application Rate (lb/1000 sq ft)
Straw	1.00
Wood chips	1.00
Compost	1.00
Leaf litter	1.00
Grass clippings	1.00
Manure	1.00
Food waste	1.00
Yard waste	1.00
Household waste	1.00
Industrial waste	1.00

TABLE 1.1-2 COMMONLY USED COVER

Material	Weight (lb/ft ²)	Thickness (in)
1/2\"/>		

TABLE 1.1-3 COMMONLY USED COVER WITH REINFORCING AND DRAINAGE

Material	Weight (lb/ft ²)	Thickness (in)
1/2\"/>		



CONCRETE PAVING
 N.T.S.
 CONTRACTOR TO REFERENCE PAVEMENT DESIGN BY GEOTECHNICAL ENGINEERING FOR ACTUAL DESIGN SPECIFICATIONS

CONSTRUCTION EXIT PAD
 N.T.S.

Outlet Protection
 N.T.S.

Wattle Check Dam
 N.T.S.

DETAIL - PIPE BEDDING & BACKFILL UNDER PAVEMENT
 SCALE NONE

DETAIL - PIPE BEDDING & BACKFILL UNIMPROVED SURFACES
 SCALE NONE

CONCRETE PAVING
 N.T.S.
 CONTRACTOR TO REFERENCE PAVEMENT DESIGN BY GEOTECHNICAL ENGINEERING FOR ACTUAL DESIGN SPECIFICATIONS

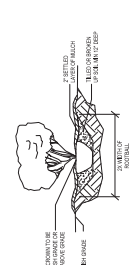
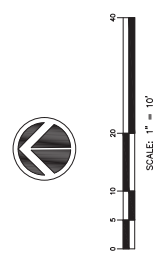
STANDARD DUTY PAVING
 N.T.S.
 CONTRACTOR TO REFERENCE PAVEMENT DESIGN BY GEOTECHNICAL ENGINEERING FOR ACTUAL DESIGN SPECIFICATIONS

TABLE 1.1-1 MULCHING MATERIALS AND APPLICATION RATES

TABLE 1.1-2 COMMONLY USED COVER

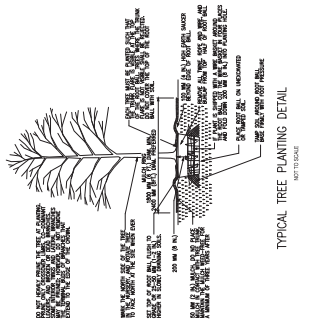
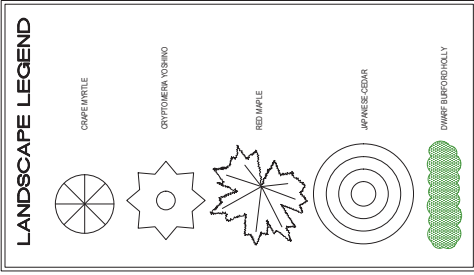
TABLE 1.1-3 COMMONLY USED COVER WITH REINFORCING AND DRAINAGE

Figure 2.1.1 Sidewalk Specifications



TYP. SHRUB PLANTING DETAIL

Quantity	Specifications
11	± 5' height
5	2' Caliper, 12" height
60	3" OC, 18"-24" height
18	12" OC, 4'-5' height



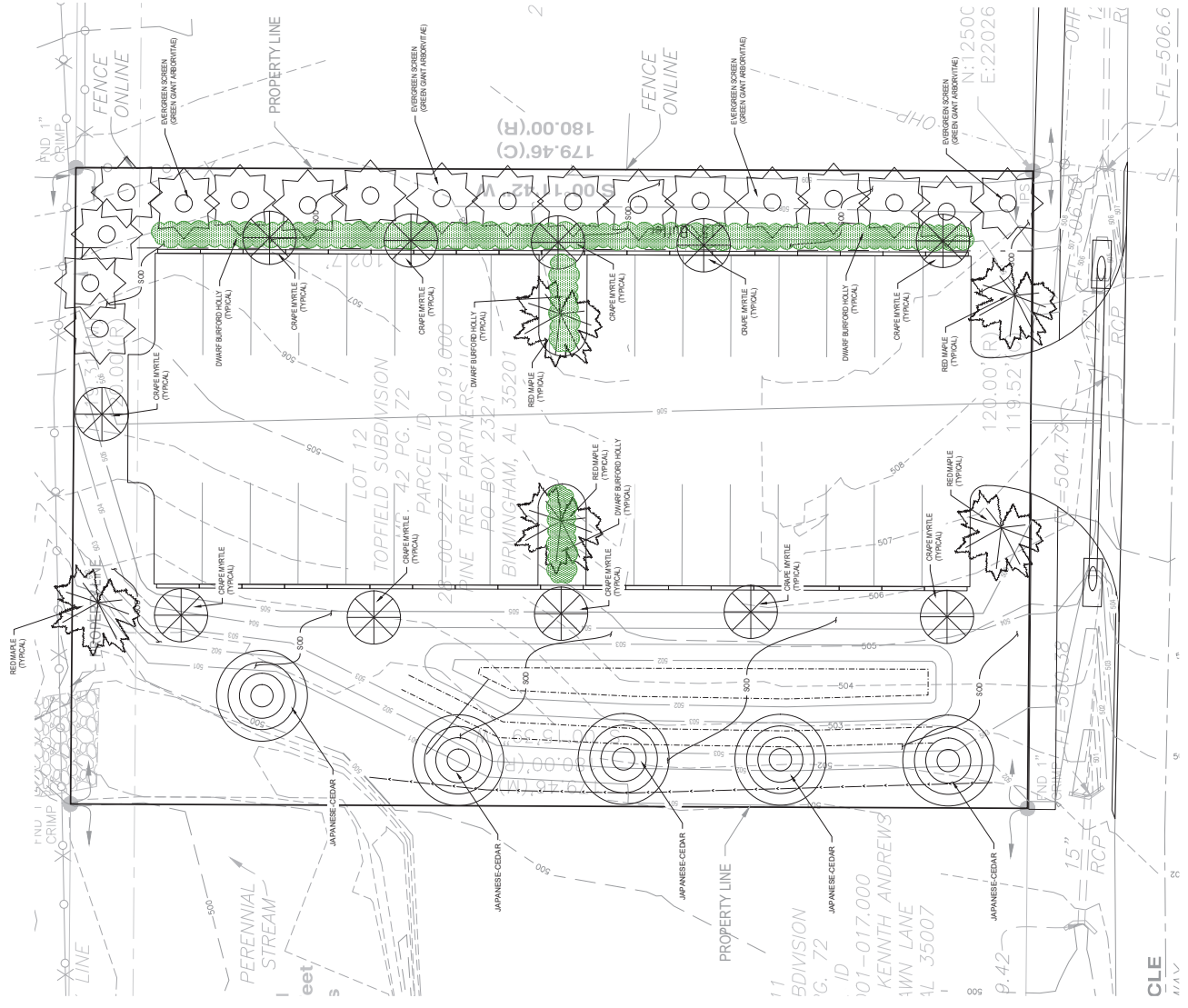
TYPICAL TREE PLANTING DETAIL

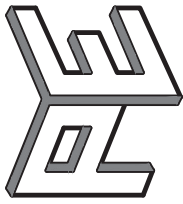
Common Name	Scientific Name
Grape Wattle	Lagotis indica
Red Maple	Acer rubrum
Dwarf Burford Holly	Ilex cornuta
Green Garter Arborvitae	Thuja Green Garter

Permanently sod all disturbed areas.

Landscape Notes:

Topsoil: To the extent practicable, topsoil moved during the course of construction shall be preserved and stockpiled for re-use on the site.
Slope Planting: Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion.
Additional Landscaping: All areas of the site not occupied by buildings and required improvements shall be landscaped with trees and shrubs and other plantings, and all items shall be part of the Landscape Plan approved by the local jurisdiction.
Mud: All planting areas, except those with turfgrass, shall be provided with a layer of mulch.
This site plan shows the landscape plan for this site and details shown on this plan. Species of trees, plants and shrubs shown on this landscape plan may be substituted with other species at owners request and approval by the local jurisdiction.





Pressnell Engineering

1703 McConnell Lane
Mount Olive, AL 35117
P: 205.876.4335
F: 205.417.2507

Project

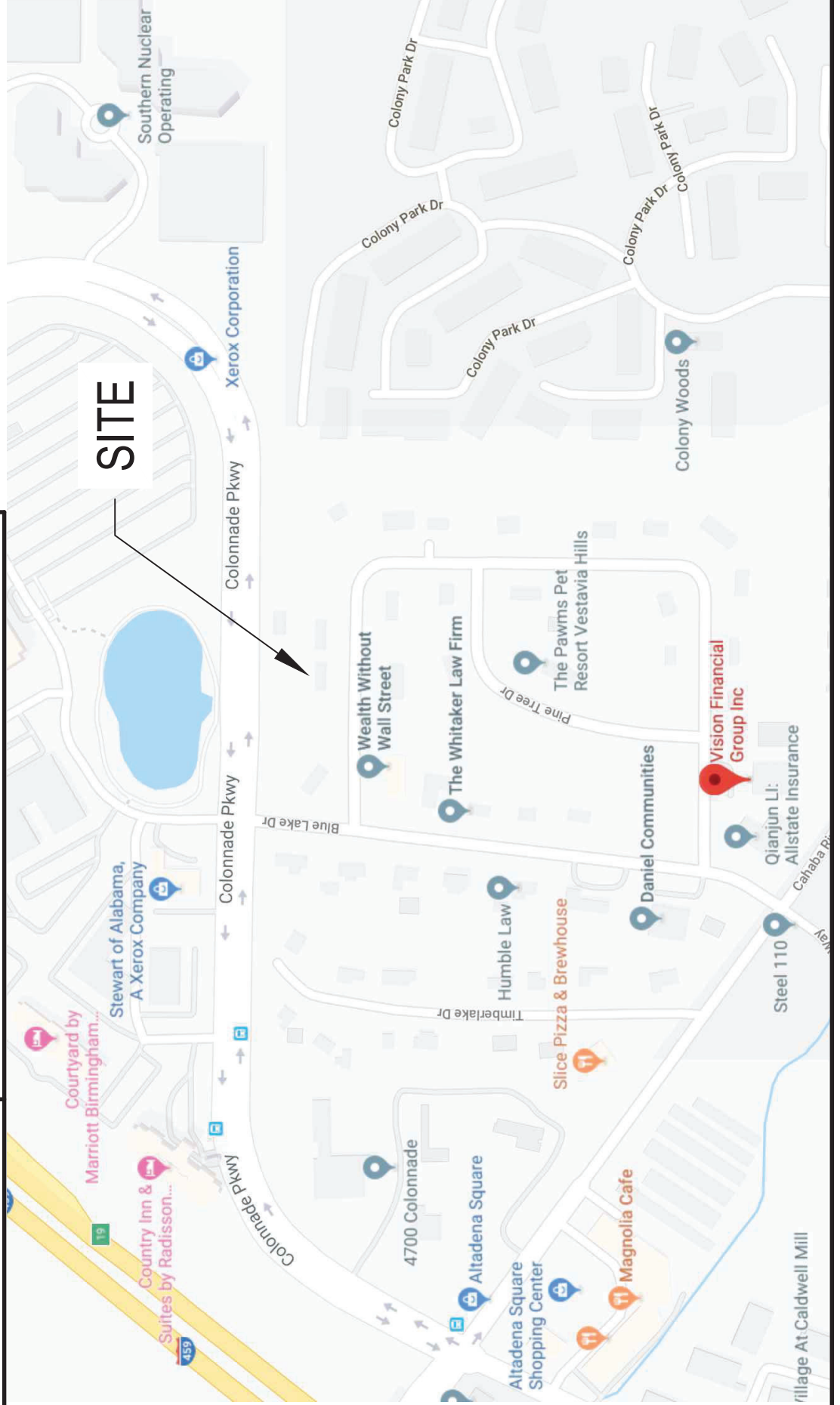
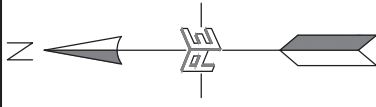
Studio 21 Remote Parking

Drawing Title

Vicinity Map (n.t.s.)

Date

11/4/2021



Zoning1

PARCELID	2800274001019000
DISTRICT	020
ESN_NUM	62
PROPADD	4565 PINE TREE CIR
TAX_TOWNSH	28
SECTION	27
OSECTION	4
BLOCK	001
PARCEL	019000
VH_ZONING	B-1.2
ZNG_ORD	2605
ZNG_ORD_DT	10/12/2015
ZNG_ORD2	1981

[Zoom to](#)



200ft

Future Land Use

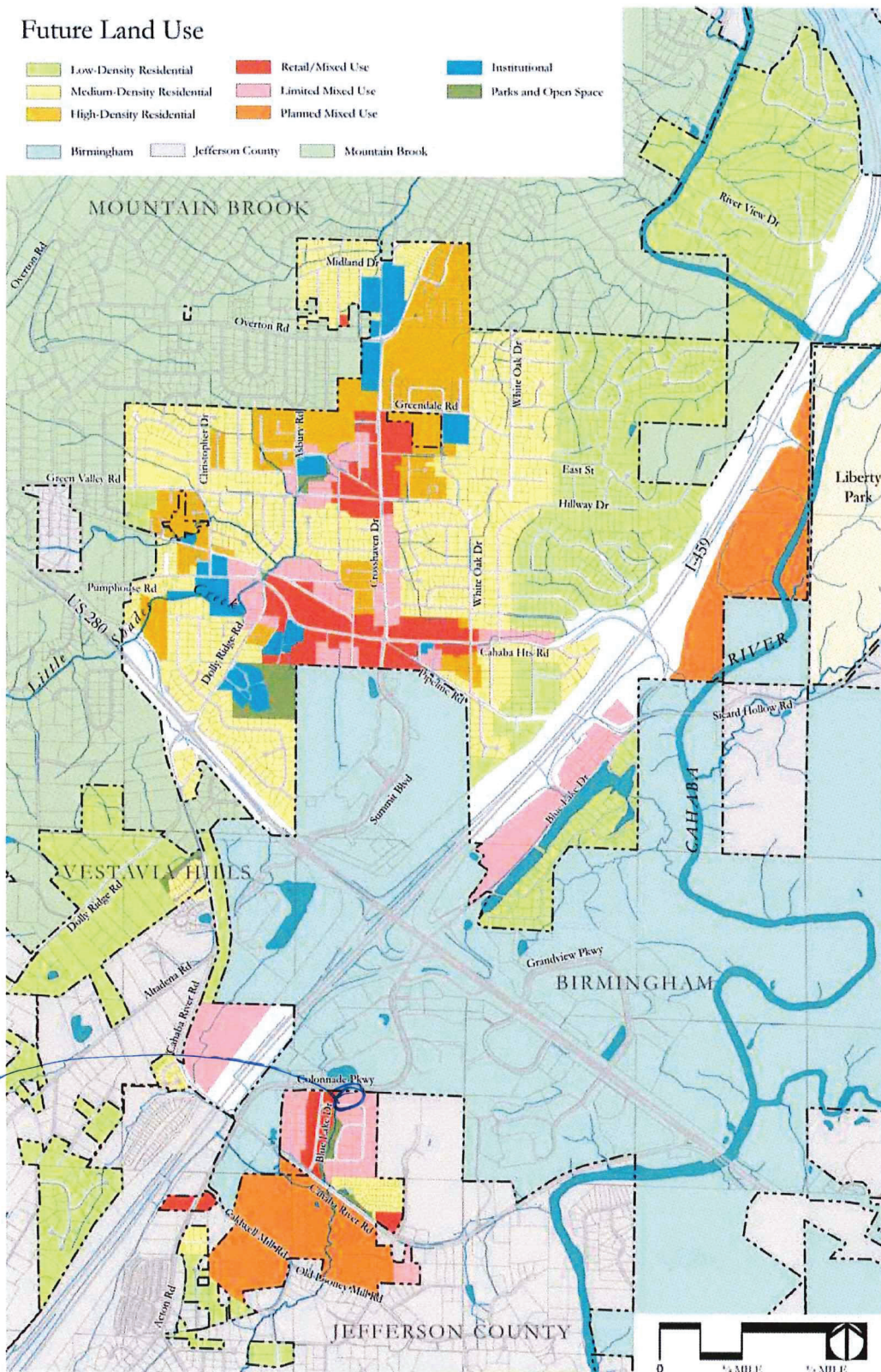


Figure 4: Future Land Use Map

.RESOLUTION NUMBER 5364

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 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 10th day of January, 2022; 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 12th day of January, 2022.

2. That on the 25th day of April, 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 5364 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:

1718 Vestaview Lane
John G. Moss III, Owner(s)

More Particularly Described as Follows:

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the southeast corner of said 1/4 1/4 section; thence west along the south line thereof a distance of 642.02 feet to the point of beginning of tract herein described, said point begin in the center of Rogers Road; thence continue west along said south line a distance of 100.01 feet; thence at an angle to the right of 88 degrees 53 minutes 30 seconds and run north a distance of 178.91 feet; thence at an angle to the right of 90 degrees 55 minutes and run a distance of 100.0 feet; thence at an angle to the right of 89 degrees 05 minutes and run south a distance of 179.24 feet to the point of beginning. Less and except right of way over the south 15 feet.

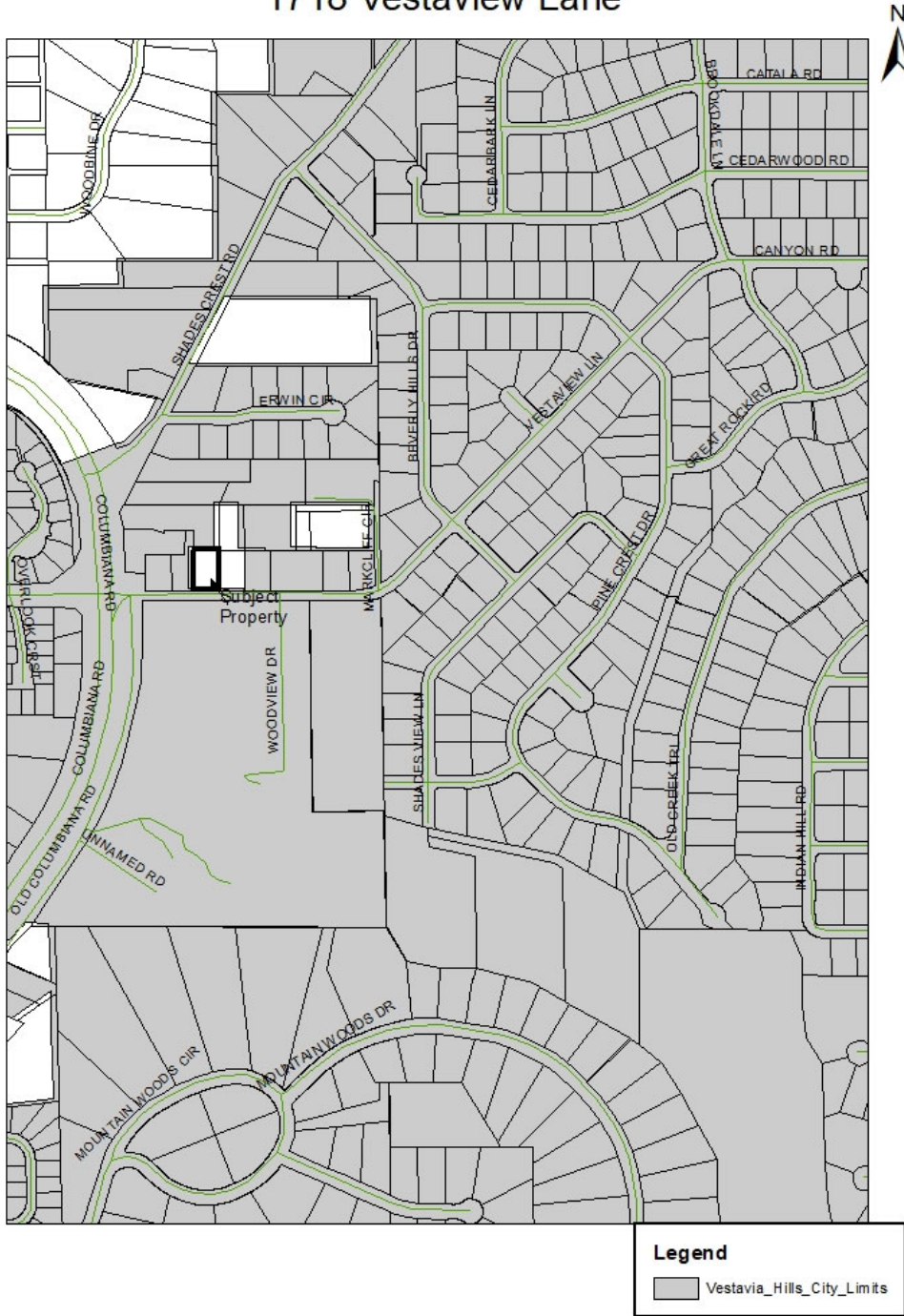
APPROVED and ADOPTED this the 24th day of January, 2022.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

1718 Vestaview Lane



Annexation Committee Petition Review

Property: 1718 Vestaview Lane

Owners: John Moss III

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 \$283,200. 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 8 Number in city 6
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: 1718 Vestaview Lane

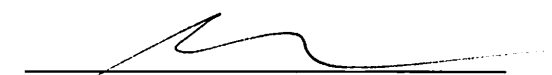
8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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

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: 1718 Vestaview Lane

Engineering; Public Services

Date: 10/29/2021 Initials: CB

Comments:

1718 Vestaview Lane -- no significant concerns noted; roadway 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

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

Exhibit - Resolution No. 5364
1718 Vestaview Lane

AD VALOREM TAX MILLAGE

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

ASSESSED VALUE

		Citizen Access Portal Descriptor	Notes
====>	1718 Vestaview Lane	Property Address	
====>	\$ 283,200	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$28,320.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$581.98	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$814.20	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,396.18	Total County remits to City for split with BOE	CITY	
\$427.63	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$232.22	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$581.98	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,474.06	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,056.03	TOTAL ANNEXATION REVENUE BENEFIT		

Legend	
City Revenue	
BOE Revenue	

PARCEL #: 29 00 25 2 009 029.000	[111-C-] Baths: 2.0 1718 Vestaview Lane H/C Sqft: 1,245
OWNER: MOSS JOHN GLEN III	18-020.0 Bed Rooms: 3 Land Sch: G1
ADDRESS: 1718 VESTAVIEW LN VESTAVIA HILLS AL 35216	Land: 199,000 Imp: 84,200 Total: 283,200
LOCATION: 1718 VESTAVIEW LN AL 35216	Acres: 0.000 Sales Info: 04/17/2020 \$230,000

<< 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%	\$199,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 2021	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:	TAX SALE:	BLDG 001	111 \$84,200
FOREST ACRES: 0	BOE VALUE: 0	TOTAL MARKET VALUE	[MARKET. OVR. VALUE: \$265,000]: \$283,200
PREV YEAR VALUE: \$282,800.00		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$26,500	\$172.25	\$4,000	\$26.00	\$146.25
COUNTY	3	2	\$26,500	\$357.75	\$2,000	\$27.00	\$330.75
SCHOOL	3	2	\$26,500	\$217.30	\$0	\$0.00	\$217.30
DIST SCHOOL	3	2	\$26,500	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$26,500	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$26,500	\$135.15	\$0	\$0.00	\$135.15
SPC SCHOOL2	3	2	\$26,500	\$445.20	\$0	\$0.00	\$445.20
TOTAL FEE & INTEREST: (Detail)							\$5.00
ASSD. VALUE: \$26,500.00			\$1,327.65		GRAND TOTAL: \$1,279.65		
<input type="button" value="Payoff Quote"/>							

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
2020037666	4/17/2020		2021		\$0.00
408-310	03/08/1968	12/22/2020	2020	CORELOGIC	\$2,833.66
		11/27/2019	2019	LLOYD L TURNER	\$2,764.52
		12/3/2018	2018	TURNER LLOYD	\$2,217.43
		11/3/2017	2017	ANNE D TURNER	\$2,083.16
		10/31/2016	2016	-	\$2,026.04
		10/15/2015	2015	-	\$1,916.83
		5/20/2015	2014	FNA NP LLC	\$22,148.66
		11/13/2013	2013	-	\$1,939.84
		11/28/2013	2013	TURNER ANNE D	\$1,020.04

STATE OF ALABAMA

JEFFERSON COUNTY

Email: Trippmoss27@gmail.com
Phone #: (205) 616-6240
Car Tag #: WFG870

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

Date of Petition: 10/07/2021

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: 29

BLOCK: 009

SURVEY: _____

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

COUNTY ZONING: R1

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.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

[Signature] Lot 29 Block 009 Survey _____

Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

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

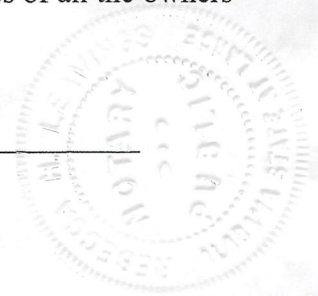
STATE OF ALABAMA

Jefferson COUNTY

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

[Signature]

Signature of Certifier



Subscribed and sworn before me this the 24 day of Oct, 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)

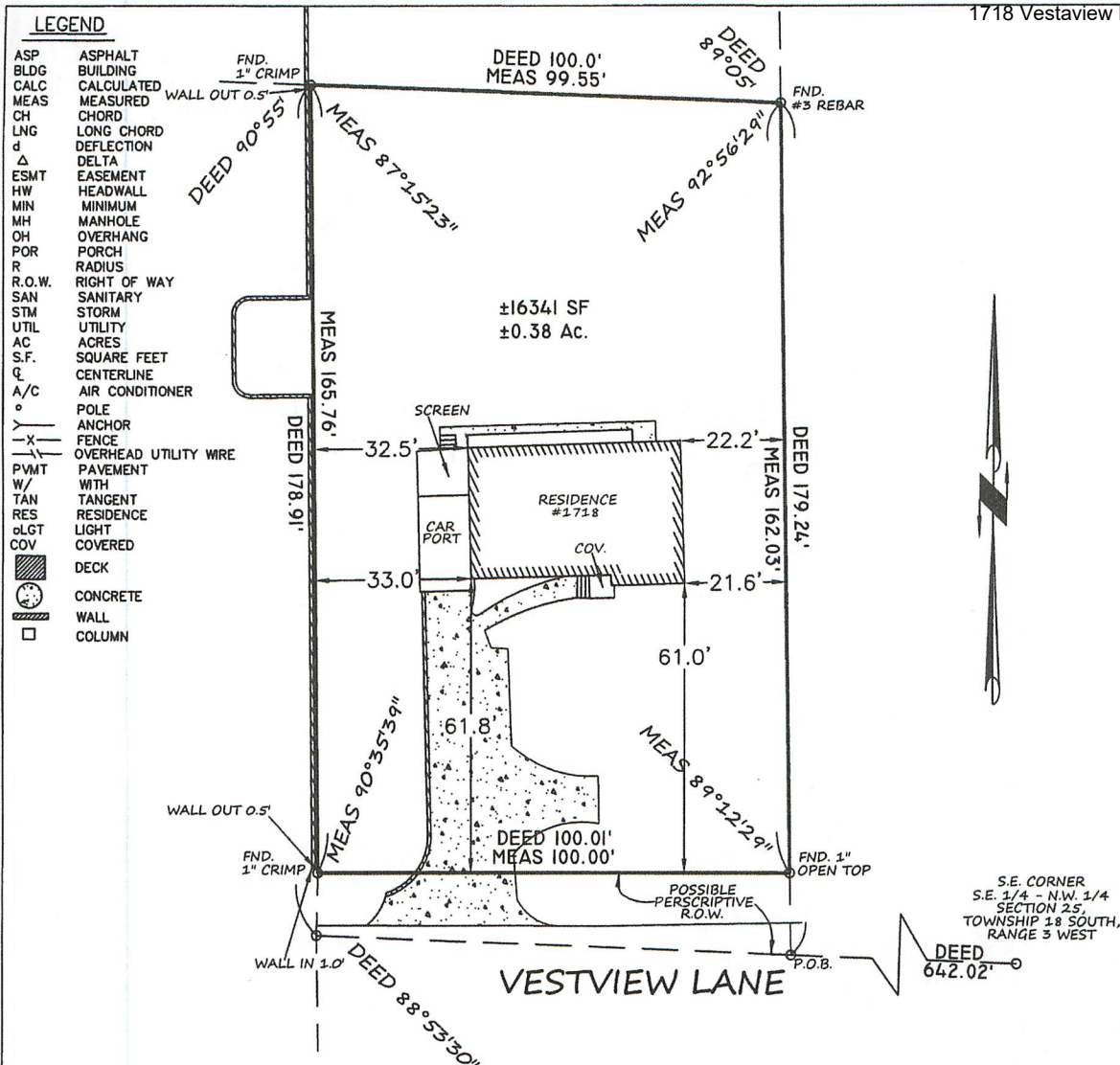
Name(s) of Homeowner(s): John Glenn Moss
Address: 1718 Vestaview Ln
City: Birmingham State: AL Zip: 35216

Information on Children:

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

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

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



SCALE: 1"=30'
Legal Description:

Part of the SE ¼ of the NW ¼ of Section 25, Township 18 South, Range 3 West more particularly described as follows: Commence at the SE corner of said ¼- ¼ section, thence West along the South line thereof a distance of 642.02 ft. to the point of beginning of tract here described said point being in the center of Rogers Road, thence continue West along said South line a distance of 100.01 ft. thence at an angle to the right of 88° 53' 30" run North a distance of 178.91 ft. thence at an angle to the right of 90° 55' run East a distance of 100.0 ft. thence at an angle to the right of 89° 05' run North a distance of 179.24 ft. to the point of beginning. Minerals and mining rights excepted. Subject to right of way for Rogers Road over the South 15 feet of said property.

STATE OF ALABAMA)
JEFFERSON COUNTY)

"Property Boundary Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed the real property as shown hereon in Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of MARCH 16, 2020. Survey invalid if not sealed in red.

Order No.: 20200412
Purchaser:
Address: 1718 VESTVIEW LANE

Ray Weygand
Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
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Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

ORDINANCE NUMBER 3050

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 John G. Moss III dated October 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:

1718 Vestaview Lane
John G. Moss III

More Particularly Described as Follows:

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the southeast corner of said 1/4 1/4 section; thence west along the south line thereof a distance of 642.02 feet to the point of beginning of tract herein described, said point begin in the center of Rogers Road; thence

continue west along said south line a distance of 100.01 feet; thence at an angle to the right of 88 degrees 53 minutes 30 seconds and run north a distance of 178.91 feet; thence at an angle to the right of 90 degrees 55 minutes and run a distance of 100.0 feet; thence at an angle to the right of 89 degrees 05 minutes and run south a distance of 179.24 feet to the point of beginning. Less and except right of way over the south 15 feet.

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 24th day of January, 2022.

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 # 3050 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 10th day of January, 2022, 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 _____, 2022.

Rebecca Leavings
City Clerk

1718 Vestaview Lane

