

**Join us! In an effort to enhance meetings post COVID-19 emergency orders, the City Council invites you to join and/or participate in a variety of ways: Via computer Zoom meetings (no app is necessary), telephone, email and/or text! See details on page 4.**

**Vestavia Hills  
City Council Agenda  
September 26, 2022  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Huey Davis, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation – Down Syndrome Awareness Month – October 2022
8. City Manager’s Report
9. Councilors’ Reports
10. Financial Reports – Zachary Clifton, Deputy Finance Director
11. Approval Of Minutes – September 12, 2022 (Work Session) and September 12, 2022 (Regular Meeting)

**Old Business**

12. Public Hearing – Resolution Number 5406 – A Resolution Dedicating The Existing Vestlake Roads (Defined Herein) To The City Of Vestavia Hills, Alabama
13. Public Hearing – Resolution Number 5407 – A Resolution Dedicating Corporate Woods Drive (Defined Herein) To The City Of Vestavia Hills
14. Public Hearing – Ordinance Number 3111 – Annexation – 90 Day Final – 3516 And 3524 Ridgedale Drive; Lots 27 And 33, Rocky Ridge Estates; Patricia Lucas, John And Helen White, Owner(s)
15. Public Hearing – Ordinance Number 3112 – Rezoning – 3516 and 3524 Ridgedale Drive; Lots 27 and 33, Rocky Ridge Estates; Rezone from Jefferson County E-2 to Vestavia Hills R-1; Patricia Lucas and John & Helen White, Owner(s)
16. Public Hearing – Ordinance Number 3113 – Annexation – 90 Day Final – 2632 Rillwood Road; Lot 15, Altadena Park; Jason Womack, Owner(s)

17. Public Hearing – Ordinance Number 3114 – Rezoning – 2632 Rillwood Road; Lot 15, Altadena Park; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Jason Womack, Owner(s)
18. Public Hearing – Ordinance Number 3115 – Annexation – 90 Day Final – 2644 Yorkmont Drive; Lot 16, Chimney Hills; Daniel And Fay Cambron, Owner(s)
19. Public Hearing – Ordinance Number 3116 – Rezoning – 2644 Yorkmont Drive; Lot 16, Chimney Hills; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Daniel And Fay Cambron, Owner(s)
20. Public Hearing – Ordinance Number 3121 – Rezoning – 2245 And 2249 Blue Ridge Blvd; Rezone From Jefferson County R-T, R-4, And R-2 To Vestavia Hills R-9 For Construction Of 25 Townhomes; Taylor Burton And Alicia And Donald Huey (Townes Development Group, LLP), Owner(s)
21. Public Hearing – Ordinance Number 3122 – Annexation – 90 Day Final – 2245 & 2249 Blue Ridge Blvd; Taylor Burton And Donald & Alicia Huey, Owner(s)
22. Public Hearing – Ordinance Number 3123 – Third Amendment To The Patchwork Farms Planned Unit Development For The Purpose Of Increasing The Number Of Attached Dwelling To Maximum Of 37 Units; Christopher, LLC, Owner(s)

### **New Business**

23. Resolution Number 5412 – A Resolution Reappointing A Member To The Design Review Board
24. Resolution Number 5413 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property
25. Ordinance Number 3126 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Regional Training Center Agreement With The Alabama Fire College And Personnel Standards Commission, The Cities Of Hoover, Mountain Brook, And Homewood And The Rocky Ridge Fire Department To Provide Classroom Space And Associated Facilities For Training Use
26. Ordinance Number 3127 – An Ordinance Accepting A Bid For Mowing Of Rights-Of-Way In The City Of Vestavia Hills And Executing A Contract Pursuant To Said Bid
27. Ordinance Number 3128 – An Ordinance Accepting A Bid For Landscaping Maintenance In The City Of Vestavia Hills And Executing A Contract Pursuant To Said Bid
28. Ordinance Number 3129 – An Ordinance Authorizing The Mayor And City Manager To Take All Actions Necessary To Settle A Workman’s Compensation Claim

### **New Business Requesting Unanimous Consent)**

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

29. Ordinance Number 3130 – An Ordinance Approving The Terms, Provisions, Conditions And Substance Of Six (6) Different Template Contracts To Be Executed And Delivered By Citizens Who Rent Facilities In The New Civic Center And Vendors And To Authorize The City Manager And Director Of Parks And Leisure Services To Sign The Said Template Contracts For And On Behalf Of The City Of Vestavia Hills, Alabama
30. Citizens Comments
31. 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](mailto: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.

Zoom meetings may be recorded. By participating in the meeting, you are consenting to be recorded. Zoom-bombing is a cyber-crime and is punishable by law. In the event of an attendee intruding into any City of Vestavia Hills Zoom meeting, the online broadcast will be ended immediately. Council and/or board members may be readmitted but online attendees will not. Although Zoom-bombing is not a frequent occurrence, those wishing to make public comment should attend the meeting in person.

WHEREAS, Down syndrome is the most frequently occurring chromosomal disorder and is the leading cause of intellectual and developmental delay in the United States; and

WHEREAS, approximately one in every 700 children are born with Down syndrome, representing an estimated 6,000 births per year in the United States with approximately 85 of those annual births occurring here in Alabama; and

WHEREAS, possessing a wide range of abilities, people with Down syndrome are active participants in educational, occupational, social, and recreational circles of our communities; and

WHEREAS, yet despite significant increases in lifespan and intellectual opportunities over the past decade, there is still much work to be done regarding the rights to equality, inclusion education, medical care, research, employment and support for people with Down syndrome; and

WHEREAS, all citizens are encouraged to work together to celebrate the lives of individuals with Down syndrome, and remember to appreciate and regard every individual with dignity as a valued member of the community; and

WHEREAS, through public awareness, the City of Vestavia Hills supports the initiatives of organizations working to ensure people with Down syndrome have adequate services, are valued by society, and can lead fulfilling and productive lives in our community.

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 October 2022 as

**DOWN SYNDROME AWARENESS MONTH**

in the City of Vestavia Hills in support of individuals with Down syndrome, as well as their families, advocates, researchers, and medical professionals. I encourage all citizens to work together to promote respect and inclusion of individuals with Down syndrome and to celebrate their accomplishments and contributions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 26<sup>th</sup> day of September 2022.

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Ashley C. Curry, Mayor

**CITY OF VESTAVIA HILLS  
CITY COUNCIL  
WORK SESSION  
SEPTEMBER 12, 2022**

The City Council met in special work session on this date following posting/publication as required by Alabama law. The Mayor called the work session to order and the clerk checked the roll:

**MEMBERS PRESENT:** Ashley C. Curry, Mayor  
Kimberly Cook, Councilor  
Paul Head, Councilor  
George Pierce, Councilor\*  
*\*arrived at 5:05 PM*

**MEMBERS ABSENT:** Rusty Weaver, Mayor Pro-Tem

**OTHER OFFICIALS PRESENT:** Jeff Downes, City Manager  
Patrick Boone, City Attorney  
Umang Patel, Acting City Clerk/Court Director  
Marvin Green, Fire Chief  
Ryan Farrell, Deputy Fire Chief  
Tommy Hale, Deputy Fire Chief  
Steven Michael, Lieutenant

**EXECUTIVE SESSION**

The Mayor called the Work Session to order and indicated a need for Executive Session. He opened the floor for a motion.

**MOTION** Motion to enter executive session for discussion of possible sale/purchase of real estate and pending/existing litigation was made by Mrs. Cook and seconded by Mr. Head. Mayor Curry asked the City Attorney if the Council could go into executive session for such purposes. Mr. Boone said this is allowed under State law. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mayor Curry – yes

Motion carried.

At 5:02 p.m. the Council exited the chamber and entered into executive session. At 5:41 p.m. the Council re-entered the chambers and the Mayor called the meeting back to order.

There being no further business, Mrs. Cook made the motion to adjourn. The Work Session adjourned at 5:44.

Ashley C. Curry  
Mayor

ATTESTED BY:

Umang Patel  
Acting City Clerk



**CITY OF VESTAVIA HILLS**

**CITY COUNCIL**

**MINUTES**

**SEPTEMBER 12, 2022**

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  
Kimberly Cook, Councilor  
Paul Head, Councilor  
George Pierce, Councilor

**MEMBERS ABSENT:**

Rusty Weaver, Mayor Pro-Tem

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick Boone, City Attorney  
Umang Patel, Acting Clerk/Court Director  
Dan Rary, Police Chief  
Jason Hardin, Deputy Police Chief  
Cinnamon McCulley, Communications Specialist  
Melvin Turner, Finance Director  
Zach Clifton, Deputy Finance Director  
Marvin Green, Fire Chief  
Ryan Farrell, Deputy Fire Chief\*  
Christopher Brady, City Engineer  
Brian Davis, Public Services Director  
Jamie Lee, Director of Parks and Leisure Services  
Keith Blanton, Building Official\*  
*\*present virtually via Zoom or telephone*

Huey Davis, a Vestavia Hills Chaplain, led the invocation, followed by the Pledge of Allegiance.

**APPROVAL OF THE AGENDA**

The Mayor asked for the approval of the agenda. He opened the floor for a motion.

**MOTION** Motion to approve the agenda presented was made by Mrs. Cook and seconded by Mr. Head. Roll call vote as follows:

Mrs. Cook– yes	Mr. Head– yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

### **ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION**

- Mayor Curry commended the Police and Fire Department for successfully hosting the 9/11 Ceremony. The Ceremony is a joint event with Homewood and Mountain Brook. The host city rotates between the three Cities
- Mrs. Cook stated she regretted not being there for the Patriot ceremony. Mrs. Cook stated she did have the opportunity to be with Troop 76, of which she is affiliated with, and wanted to thank them.
- Mr. Head stated the Parks and Recreations Board will have their regular scheduled meeting on September 20, 2022 at 7:30 am in the Executive Conference Room.
- Mr. Pierce recognized Tyler Kime and Jamie Pursell who were in attendance representing the Vestavia Hills Chamber of Commerce Board. Mr. Pierce also echoed Mayor Curry’s comments regarding the 9/11 Ceremony. Mr. Pierce also praised Mr. Williams, the guest speaker at the ceremony.

### **PROCLAMATION – CONSTITUTION WEEK**

Mayor Curry presented a proclamation designating the week of September 17-23, 2022 as “Constitution Week.” Mr. Downes read the proclamation aloud and the Mayor presented it to Maryann Lambert of the Cahawba Chapter and Cherry Fishburne the of Princess Sejoy Chapter.

### **PROCLAMATION – ALOPECIA AREATA AWARENESS MONTH**

Mayor Curry presented a proclamation designating the month of September 2022 as “Alopecia Areata Awareness Month.” Mr. Downes read the proclamation aloud and the Mayor presented it to Sandey Green and Ki Edwards representatives from the “Don’t Stare! Just Ask? #Alopecia” Awareness Group.

### **CITY MANAGER’S REPORT**

- Mr. Downes discussed the Pine Ridge Project, a project by the State of Alabama’s Mine Reclamation Division within Liberty Park which sits adjacent to the Sicard Hallow Athletic Complex.
  - Mr. Downes stated they have a desire to begin construction later this year in the November timeframe. Mr. Downes displayed a map of the project area which entails property owned by the City of Vestavia Hills, Glenwood, and the Liberty

Park Joint Venture. The project involves, with approval of all owners, reclamation of very dangerous high walls adjacent to the ball fields and parks. The project would take place over approximately five or six months. Mr. Downes stated a right of entry will be requested at a later date for the project to begin.

- Mr. Downes stated there is an additional benefit to the City of Vestavia Hills with an area that has been master planned for a police and fire training facility once the land becomes buildable.
- Mrs. Cook asked what the process of the project would be.
- Conversation ensued regarding the process of the project which would include cutting and filling, planting pines and environmental safeguards to ensure sustainability of the nearby lake.
- Mr. Downes stated there will be further discussion with more details at a later date.
- Mr. Downes discussed the paving of areas of various Liberty Park roads that have been identified by a third-party consultant as needing to be paved.
  - Phase 1 would consist of Lake Parkway which is scheduled to begin the week of September 21. Notice and communication regarding the paving will begin soon.
  - Phase 2 would consist of Lake Colony Way and some cul-de-sacs.

### **COUNCILOR REPORTS**

- Mr. Pierce stated that he will be attending the monthly Vestavia Hills Chamber of Commerce luncheon tomorrow (September 13, 2022) at the Vestavia Hills Country Club. The speaker will be Pete Blank. Mr. Pierce also state he will be attending the monthly Chamber Board Meeting on Thursday (September 15, 2022) morning at 7:45 am in the Vestavia Hills Chamber of Commerce office.

### **COMMUNITY SPACES UPDATE - TCU**

Raynor Boles from TCU updated the City Council on the following Community Spaces projects:

- Civics Center – Mr. Boles stated there has been a large delivery of furniture and cleaning crews began over the weekend. Mr. Boyles also stated that some interior concrete had to be ripped up but has since been replaced.
- Mr. Boyles stated Keith Blanton, Mike Roy and Ryan Farrell have been on sight and been very helpful. The Civic Center will be completed in phases which will allow insurance to begin the coverage over various aspect of the building (furniture, HVAC, IT, etc). A temporary certificate of occupancy is expected to be granted in spaces as the phases are completed. Mr. Boles stated occupancy of staff into the building should begin within the next 10 to 14 days.
- Mr. Boles stated there will be an outstanding punch list that will take longer than the next 2 weeks and he understands a permeant certificate of occupancy will not be given until the punch list is complete.
- Mrs. Cook asked when the walkway would be completed and when the permanent certificate of occupancy be granted

- Mr. Boles stated the façade of the walkway will start this week and continue into next week. There will be a temporary use of the walkway during that time. Mr. Boles stated he believed the permeant certificate of occupancy will be given in the next 2-3 weeks.
- Mrs. Cook asked how long before the official opening of the Civic Center to the residents.
- Mr. Downes stated while there is not an exact date there will be a grand opening prior to the first scheduled event which is set for October 13<sup>th</sup>.
- Wald Park III – Mr. Boles stated the equipment and big trucks will be moving soon. There are in the process of pre-construction meetings regarding signage, access and the various ground rules.
  - Mrs. Cook asked what the time frame of completion is for Phase III?
  - Mr. Boles stated 8 months is the contractual timeframe but the key is to get the asphalt down prior to winter.
- Crosshaven Drive – The road has been widened and traffic is flowing both ways. Mr. Boyles stated he can ensure they will be done with the City’s portion before the holiday season (Halloween). Entire eastern portion widening is almost completed. There has been a lot of coordination with property owners.
  - Mrs. Cook asked about an update regarding Jefferson County’s portion of the project.
  - Mr. Boyles stated the Jefferson County’s portion is at a standstill due to AT&T and Spire conflicts but once the City of Vestavia Hills portion is completed those contractors will work with Jefferson County and assist in the remaining portion of the work.

### **APPROVAL OF MINUTES**

The Mayor stated that the approval of the minutes from the August 22 2022 (Regular Meeting) was needed and opened the floor for a motion.

**MOTION** Motion to approve the minutes of the August 22 2022 (Regular Meeting) was made by Mrs. Cook and second was by Mr. Head. Roll call vote as follows:

Mrs. Cook– yes	Mr. Head– yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

### **OLD BUSINESS**

### **ORDINANCE NUMBER 3117**

**Public Hearing – Ordinance Number 3117 – An Ordinance Approving And Adopting The Final 10% Of The Fiscal Year 2022 Budgets For The City Of Vestavia Hills**

**MOTION** Motion to approve Ordinance Number 3117 was made by Mrs. Cook and seconded by Mr. Head.

Mr. Downes stated this is the approval of the final 10% of the budget which is the standard process with no changes to the budget.

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

Mrs. Cook– yes	Mr. Head– yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

### **ORDINANCE NUMBER 3118**

**Public Hearing – Ordinance Number 3118 – An Ordinance Approving And Adopting The General Fund Budget, A Special Revenue Fund Budget, A Capital Project Fund Budget And An Infrastructure And Community Spaces Project Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2022 Until September 30, 2023**

**MOTION** Motion to approve Ordinance Number 3118 was made by Mrs. Cook and seconded by Mr. Head.

Mr. Downes stated the proposed budget has been discussed at prior Council Meetings along with previous work sessions and is ready for the Council’s consideration.

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

Mrs. Cook– yes	Mr. Head– yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

### **RESOLUTION NUMBER 5405**

**Resolution Number 5405 – A Resolution Authorizing An Increase In Salary And Wages And Adoption Of New Pay Plans For Employees**

**MOTION** Motion to approve Resolution Number 5405 was made by Mrs. Cook and seconded by Mr. Head.

Mr. Downes stated the budget that was just passed includes the necessary funding. This will resolution will be sent to the Jefferson County Personnel Board for approval at their next scheduled meeting.

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

Mrs. Cook– yes  
Mr. Pierce – yes

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

### **ORDINANCE NUMBER 3120**

#### **Public Hearing – Ordinance Number 3120 – An Ordinance Authorizing The Mayor And City Manager To Accept A Proposal For Redesign And Updated Construction Plans For The Proposed Pedestrian Bridge Over US-31 And To Accept Funding For Said Redesign From ALDOT With An 80/20 Local Match**

**MOTION** Motion to approve Ordinance Number 3120 was made by Mrs. Cook and seconded by Mr. Head.

Mr. Downes stated this ordinance is to get approval for the construction design to redesign within constraints of the pedestrian bridge. The last design was determined as not feasible. There is a new plan that has been approved and the necessary funds need to be approved, \$256,000. Federal funding was granted 80/20 funding. The earlier approved budget includes the City of Vestavia Hills portion of the project, \$51,000.

Conversation ensued regarding the history of the pedestrian bridge project.

Mrs. Cook asked what changes were made from the original design.

Matt Williams from Gresham Smith stated the new design would call for a pre-fabricated steel construction bridge. Mr. Williams also stated all approvals are expected to take 12 months which would allow for construction to begin in September of 2023.

Mrs. Cook stated the various benefits the pedestrian bridge would provide for residents and also asked there be additional architectural features be included such as signage, lighting and landscaping to ensure the City of Vestavia Hills makes the most of the project.

Dan Barrette (3308 Shallowford Circle) asked how much money has gone into this project.

Mr. Downes stated the project dates back to Mayor McCallum's term as Mayor and estimated the total expenditure design to be \$48,000.

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

Mrs. Cook– yes	Mr. Head– yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

## **NEW BUSINESS**

### **RESOLUTION NUMBER 5409**

#### **Resolution Number 5409 – A Resolution Declaring Certain Personal Property As Surplus And Authorizing The City Manager To See/Dispose Of Said Property**

**MOTION** Motion to approve Resolution Number 5409 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes stated this is primarily public services equipment. With the approval of the new public services facility this would allow to clean up under utilized items along with two vehicles scheduled for replacement.

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

Mrs. Cook– yes	Mr. Head– yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

### **RESOLUTION NUMBER 5404**

#### **Public Hearing – Resolution Number 5404 – A Resolution Approving An Alcohol License For CEC Entertainment LLC D/B/A Chuck E. Cheeses; 500 Olde Towne Road; Requesting An 040-Retail Beer (On And Off Premises) And 060-Retail Table Wine (On Or Off Premises); David A. Deck, Rodolfo Rodriguez, Jr., And David McKillips, Executives**

**MOTION** Motion to approve Resolution Number 5404 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes explained that this is a request for the transfer of an alcohol license at Chuck E. Cheese.

Mr. Pierce asked about training of employees to lessen the likelihood of sales to minors.

Sherrie Gates, a represent from Chuck E. Cheese, was present and stated license are scanned into an automated machine for every individual that purchases alcohol.

The Mayor opened the floor for a public hearing.

Mrs. Bo Davis (1200 Wickford Road) and John White (1201 Glenn Green Road) spoke in opposition of resolution 5404 and expressed concerns regarding violence related crimes with alcohol being served around children.

Conversation ensued.

Chief Rary stated there are very few alcohol related calls from Chuck E. Cheese for the Police department. Chief Rary also stated Check E. Cheese does not possess any additional issues than any other similarly situated business.

Mrs. Cook clarified this is a renewal of the alcohol license and not a newly requested license. Mrs. Cook also stated the City Council has to be careful about making distinctions about business that are not per our ordinance which could lead to discrimination towards various business.

There being no one to further address the Council the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook– yes	Mr. Head– yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

### **RESOLUTION NUMBER 5408**

**Public Hearing – Resolution Number 5408 – A Resolution Approving An Alcohol License For Davenports Pizza Palace D/B/A Davenports Pizza Vestavia Inc; 700 Montgomery Highway, Suite 193; Requesting An 040-Retail Beer (On And Off Premises) And 060-Retail Table Wine (On Or Off Premises); Tara Pridgen Davis, Yates Patrick Norris And Amanda Pridgen Thames, Executives**

**MOTION** Motion to approve Resolution Number 5408 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes explained that this is a request for a beer and wine license for a new restaurant.

Amanda Thames was present in regard to the request.

Mr. Pierce asked about training of employees to lessen the likelihood of sales to minors.



Ms. Amanda Thames explained they are a licensed responsible vendor. This consists of extensive training for the managers who then in turn train the remaining staff.

Mayor Curry asked when is the expected opening date.

Ms. Thames' stated there have been delays from vendors but the plan is to open this month.

Mrs. Cook asked if there would be arcade games.

Ms. Thames stated there would be arcade games and they would not be able to open without it.

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

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

### **RESOLUTION NUMBER 5410**

#### **Public Hearing – Resolution Number 5410 – A Resolution Approving Alcohol License For Waldos Stations No 5 LLC D/B/A Waldos Chicken And Beer; John Michael Bodnar, Artur John Ulm II, Mark Titus Waldo, Et Al, Executives**

**MOTION** Motion to approve Resolution Number 5410 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes explained that this is a request for a beer and wine license for a new restaurant.

Casey Atherton was present in regard to the request.

Mr. Pierce asked about training of employees to lessen the likelihood of sales to minors.

Mr. Atherton explained they are fully compliant with the Alabama Responsible Vendors Program. The bar manager also trains every employee one on one.

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

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

**RESOLUTION NUMBER 5411**

**Resolution Number 5411 - A Resolution Approving Financing Terms For City Vehicles And/Or Equipment Through Robertson Banking**

**MOTION** Motion to approve Resolution Number 5411 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes explained in the capital budget portion of the earlier approved budget includes a number of vehicles set to be purchased. This would allow Melvin Turner to go to the market place and ascertain the best loans. The selected terms are three years at a 2.51% interest rate and five years for 2.57% interest rate.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mayor Curry – yes

motion carried.

**NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)**

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

- Public Hearing – Resolution Number 5406 – A Resolution Dedicating The Existing Vestlake Roads (Defined Herein) To The City Of Vestavia Hills, Alabama
- Public Hearing – Resolution Number 5407 – A Resolution Dedicating Corporate Woods Drive (Defined Herein) To The City Of Vestavia Hills
- Public Hearing – Ordinance Number 3111 – Annexation – 90 Day Final – 3516 And 3524 Ridgedale Drive; Lots 27 And 33, Rocky Ridge Estates; Patricia Lucas, John And Helen White, Owner(s)
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### **CITIZEN COMMENTS**

Danny Barrett (3308 Shallowford Circle) and Tina Richards (3366 Shallowford Circle) spoke regarding the threat of potentially dangerous pine trees and flooding issues within the Shallowford area.

Conversation ensued discussing the history of the area and the various jurisdictional issues.

Mr. Downes stated the City of Vestavia Hills is in the process of studying the jurisdictional issues to determine ownership and responsibility of care over the area.

Mrs. Cook stated these were very complicated questions and issues that would be better be address by City of Vestavia Hills staff at a later date.

At 7:30 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:31 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5406**

**A RESOLUTION DEDICATING THE EXISTING VESTLAKE ROADS  
(DEFINED HEREIN) TO THE CITY OF VESTAVIA HILLS, ALABAMA**

**WHEREAS**, on April 15, 1985, the City Council of the City of Vestavia Hills, Alabama (the “City”) approved and adopted Ordinance Number 751, which in substance, and in very general terms, provides that an acceptance of a dedication can only be accomplished by the approval by the City Council of a formal resolution adopted at a regularly scheduled meeting or a special meeting called for that specific purpose and that the developer who offers dedication of land for public streets and roads must execute and deliver an agreement guarantying that all improvements for construction of public streets and roads will meet city requirements; and

**WHEREAS**, Ordinance Number 751 provides, among other things as follows:

“The City shall not accept the dedication until such time as every lot in the subdivision as shown on the plat has been developed with the construction of a home or other building;” and

**WHEREAS**, Vestlake Communities Properties Owners’ Association, Inc., an Alabama nonprofit corporation (the “Association”) is the owner of the roads listed on Exhibit “A” attached hereto and depicted on Exhibit “B” attached hereto (collectively, the “Existing Vestlake Roads”) located within the municipal city limits of the City; and

**WHEREAS**, the Association has established a reserve fund for the repair and maintenance of the Existing Vestlake Roads, the balance of which, as of December 31, 2021, was \$2,660,899.00 (the “Road Reserve Funds”); and

**WHEREAS**, the Association has offered to the City dedication of the Existing Vestlake Roads (including all improvements within the right-of-way of the Existing Vestlake Roads other than pedestrian ways (sidewalks/multi-use trails)) as a public road in its current condition, AS IS WHERE IS, in order that (i) the City, through its Public Service department, will be responsible for the maintenance and repair of the Existing Vestlake Roads in perpetuity; (ii) the Existing Vestlake Roads will become subject to the jurisdiction of the Vestavia Hills Police Department; and (iii) the Existing Vestlake Roads will become exempt from all ad valorem taxes as the same will be owned in fee simple by the City upon completion of the dedication process; and

**WHEREAS**, as a condition to accepting the Existing Vestlake Roads as public roads in their current condition, AS IS WHERE IS, the City requires that the Road Reserve Funds in the amount of \$2,660,899.00 be transferred to the City in order to offset the City's cost in performing any and all work that may be required to bring the Existing Vestlake Roads into compliance with the City's specifications for public roads and the City's cost of maintaining and repairing the Existing Vestlake Roads in perpetuity;

**WHEREAS**, subject to the transfer of the Road Reserve Funds to the City, the City has agreed to accept dedication of the Existing Vestlake Roads subject to the terms, provisions and conditions of that certain the Existing Vestlake Roads Maintenance Agreement (the "Maintenance Agreement") attached hereto as Exhibit "C" between the City and the Association which sets forth, among other things, (i) the City's responsibilities for maintaining and repairing the rights-of way of the Existing Vestlake Roads and certain improvements located within such rights-of-way; and (ii) the Association's responsibilities for maintaining and repairing certain other improvements located within such rights-of-way, all as is more particularly set forth in the Maintenance Agreement; said Maintenance Agreement is incorporated into this Resolution Number 5406 by reference as though set out fully herein; and

**WHEREAS**, the City finds and determines that the acceptance of the offer of dedication of the Existing Vestlake Roads by the Association, subject to the terms, provisions and conditions of the Maintenance Agreement, will provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the City of Vestavia Hills, Alabama.

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

1. The Existing Vestlake Roads are hereby dedicated; and
2. Said dedication is subject to the terms, provisions and conditions of the Maintenance Agreements; and
3. This Resolution shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 26<sup>th</sup> day of September, 2022.

---

Ashley C. Curry  
Mayor

ATTESTED BY:

---

Rebecca Leavings  
City Clerk

**EXHIBIT A**

**EXISTING VESTLAKE ROADS**

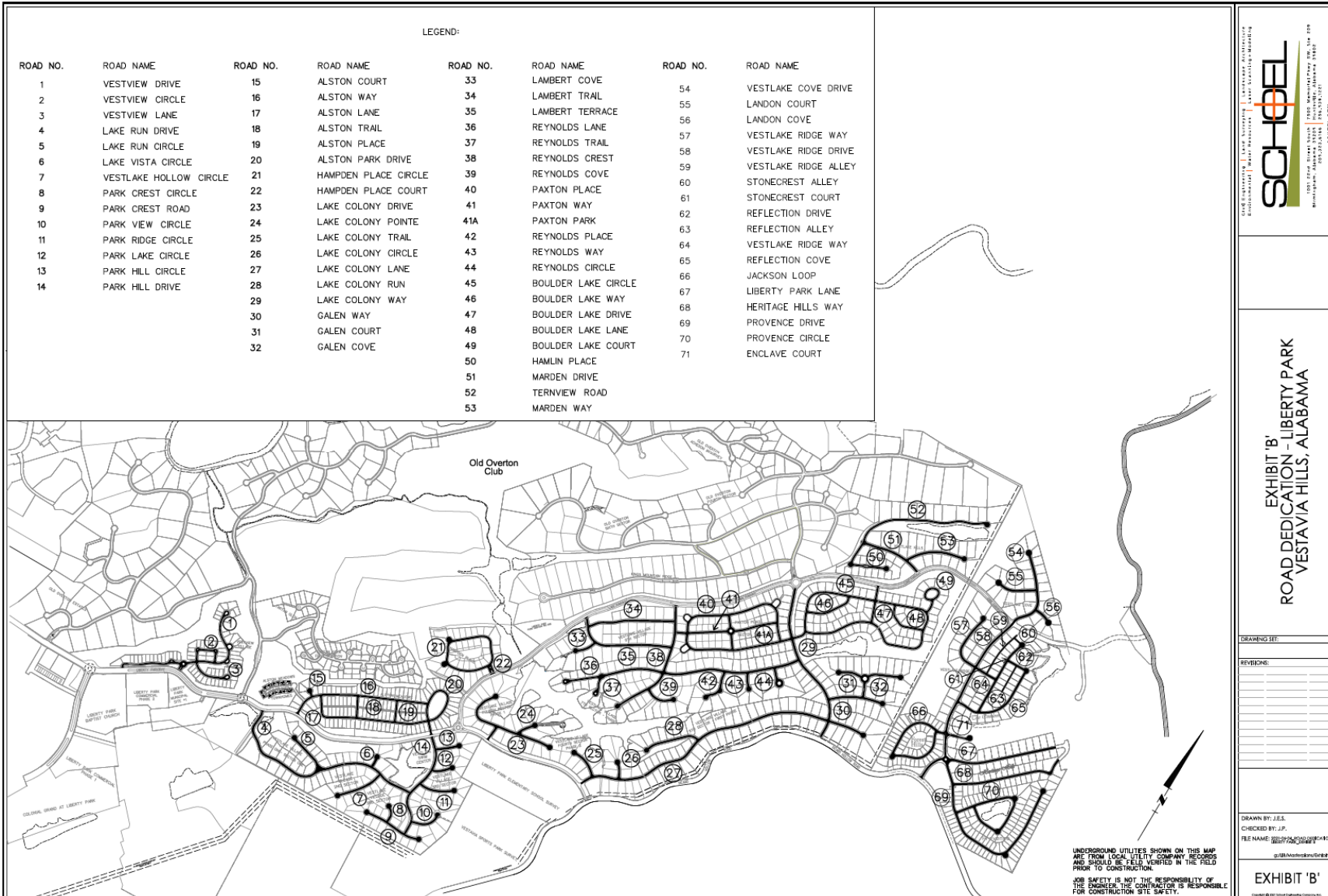
1. Lake Run Drive	36. Galen Court
2. Lake Run Circle	37. Galen Cove
3. Vestview Drive	38. Galen Way
4. Vestview Circle	39. Paxton Place
5. Vestview Lane	40. Paxton Way
6. Park Crest Road	41. Paxton Park
7. Park Crest Circle	42. Lambert Terrace
8. Park Hill Drive	43. Lambert Cove
9. Park Hill Circle	44. Lambert Trail
10. Park Ridge Circle	45. Boulder Lake Circle
11. Park View Circle	46. Boulder Lake Drive
12. Park Lake Circle	47. Boulder Lake Way
13. Lake Vista Circle	48. Boulder Lake Lane
14. Vestlake Hollow Circle	49. Boulder Lake Court
15. Lake Colony	50. Marden Drive
16. Lake Colony Drive	51. Marden Way
17. Lake Colony Trail	52. Ternview Road
18. Lake Colony Circle	53. Hamlin Place
19. Lake Colony Pointe	54. Hampden Place Court
20. Lake Colony Lane	55. Hampden Place Circle
21. Lake Colony Run	56. Vestlake Cove Drive
22. Lake Colony Way	57. Landon Cove
23. Alston Park Drive	58. Landon Court
24. Alston Way	59. Vestlake Ridge Drive
25. Alston Lane	60. Vestlake Ridge Way
26. Alston Trail	61. Vestlake Ridge Alley
27. Alston Place	62. Liberty Park Lane
28. Alston Court	63. Heritage Hills Way
29. Reynolds Lane	64. Provence Drive
30. Reynolds Way	65. Provence Circle
31. Reynolds Place	66. Jackson Loop
32. Reynolds Circle	67. Reflection Cove
33. Reynolds Crest	68. Reflection Drive
34. Reynolds Cove	69. Reflection Alley
35. Reynolds Trail	70. Stonecrest Court
	71. Stonecrest Alley
	72. Enclave Court

**EXHIBIT B**

**DEPICTION OF EXISTING VESTLAKE ROADS**

[See attached]





**EXHIBIT 'B'**  
**ROAD DEDICATION - LIBERTY PARK**  
**VESTAVIA HILLS, ALABAMA**

DRAWING SET:

REVISIONS:

NO.	DESCRIPTION

DRAWN BY: J.E.L.  
 CHECKED BY: J.P.  
 FILE NAME: 20220305LIBERTYPARK.DWG  
 g:\2022\liberty\20220305LIBERTYPARK.DWG

**EXHIBIT 'B'**

## EXHIBIT “C”

### **Existing Vestlake Roads Maintenance Agreement**

Notwithstanding any provision in the Resolution to which this Exhibit “C” is attached to the contrary, the City has agreed to accept dedication of the Existing Vestlake Roads and the maintenance and repair of only those improvements set forth in Section I below which are located within the rights-of-way of the Existing Vestlake Roads. The Association shall remain solely responsible for those improvements located within the rights-of-way of the Existing Vestlake Roads that are set forth in Section II below. *Capitalized terms used in this Exhibit “C” without definition shall have the meanings set forth in the Resolution to which this Exhibit “C” is attached.*

#### **I. City’s Responsibilities and Agreements:**

1. **Maintenance and Repair.** The City, through its Public Services/Public Works Department, shall be responsible for maintaining and repairing the rights-of-way of the Existing Vestlake Roads and the following improvements located within such rights-of-way:

- a. **Roads:** Roadway surfaces and roadbed repairs, including the repair of all potholes and periodic resurfacing/paving (note: the City’s road paving needs are evaluated annually);
- b. **Curb and Gutter:** Curb and gutter; drainage inlet tops, grates, and covers; manhole and other utility covers;
- c. **Traffic Control:** Striping, markings, signals, traffic control signage, and associated items serving side road connections; and
- d. **Drainage:** All drainage systems, including but not limited to drainage inlets, catch basins, manholes, storm drain pipe and drainage swales.

The timing of such maintenance and repair shall be at the direction and discretion of the City Manager/City Engineer. The Association and residents of Vestlake Village are directed to the City’s website ([www.vhal.org/departments/public-services/public-works.org](http://www.vhal.org/departments/public-services/public-works.org)) for information regarding City owned roads.

2. **Utilities.** The City will review applications for permits and, if approved, will direct and inspect all utilities to be placed, repaired, or otherwise altered within the rights-of-way of the Existing Vestlake Roads in accordance with City requirements and regulations.

3. **Roadside Hazard Determination.** The City has review and permitting authority for any encroachments of the Existing Vestlake Roads that could be considered a safety hazard per ALDOT specifications (for example, illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.). The City recognizes its review and approval of such hazardous conditions will be in coordination with the Liberty Park Architectural Review Committee or other Association design review approvals.

4. **Access Permits:** The City shall have review and permitting authority for any requests for side road or driveway access to the Existing Vestlake Roads. This will be reviewed and permitted per City Engineering standards. The City recognizes its review and approval of such access will be in coordination with the Liberty Park Architectural Review Committee or other Association design review approvals.

5. **Other:**

- a. The City has the authority to perform services within the rights-of-way of the Existing Vestlake Roads which are not expressly named in this Exhibit "C" that are considered to be in the best interest of public safety (including, but not limited to, application of sand during an ice or snow event).
- b. No denied access to the public rights-of-way of the Existing Vestlake Roads will be allowed.

**II. The Associations' Responsibilities and Agreements:**

1. Maintenance and Repair. The Association shall be responsible for maintaining and repairing the following improvements located within the rights-of-way of the Existing Vestlake Roads:

- a. Vegetation: all vegetation, landscaping, lighting, and irrigation along the rights-of-way, including roadside, medians, and roundabout areas;
- b. Pedestrian Ways: all sidewalks/multi-use trails;
- c. Guardrails;
- d. Street and directional signage, subject, however, to the City's review and approval for any potential road side hazard considerations; and
- e. Dam and Lake Embankments: all dam and lake embankment maintenance, including periodic inspections and routine maintenance on outlet controls, erosion stabilization, and vegetation management. This shall include management of water levels to minimize impact to the roadway.

2. Other:

a. The City hereby grants the Association and its contractors, subcontractors, and agents, a license to enter upon the right-of-way of the Existing Vestlake Roads in order to perform the work specified in Section 1 above.

b. The Association shall notify the City of any proposed work within the rights-of-way of the Existing Vestlake Roads. All work shall be reviewed and inspected by the City Engineer and his/her staff and determined to meet City specifications as determined by the City Engineer.

c. The Association shall perform all Association responsibilities set forth in this Exhibit "C." Should the Association fail to perform these responsibilities within 30 days of the City's written demand, the City is authorized to perform the work that must be done in the interest of public safety and/or improving any situation that without attention would adversely impact the roadway. The City may bill the Association for the actual costs incurred by the City for labor, equipment, and materials for the said work.

[Remainder of Page Intentionally Deleted]

d.

Agreed to and accepted this \_\_\_ day of September, 2022

VESTLAKE COMMUNITIES PROPERTY OWNERS' ASSOCIATION, INC.,  
an Alabama non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CITY OF VESTAVIA HILLS,  
an Alabama municipal corporation

By: \_\_\_\_\_  
Ashley Curry  
Its: Mayor

By: \_\_\_\_\_  
Jeffrey Downes

**RESOLUTION NUMBER 5407**

**A RESOLUTION DEDICATING CORPORATE WOODS DRIVE (DEFINED  
HEREIN) TO THE CITY OF VESTAVIA HILLS, ALABAMA**

**WHEREAS**, on April 15, 1985, the City Council of the City of Vestavia Hills, Alabama (the “City”) approved and adopted Ordinance Number 751, which in substance, and in very general terms, provides that an acceptance of a dedication can only be accomplished by the approval by the City Council of a formal resolution adopted at a regularly scheduled meeting or a special meeting called for that specific purpose and that the developer who offers dedication of land for public streets and roads must execute and deliver an agreement guarantying that all improvements for construction of public streets and roads will meet city requirements; and

**WHEREAS**, Ordinance Number 751 provides, among other things as follows:

“The City shall not accept the dedication until such time as every lot in the subdivision as shown on the plat has been developed with the construction of a home or other building;” and

**WHEREAS**, Liberty Park Commercial Development Area Owners’ Association, Inc., an Alabama nonprofit corporation (the “Association”) is the owner of the road listed on Exhibit “A” attached hereto and depicted on Exhibit “B” attached hereto (“Corporate Woods Drive”) located within the municipal city limits of the City; and

**WHEREAS**, the Association has established a reserve fund for the repair and maintenance of Corporate Woods Drive, the balance of which, as of December 31, 2021, was \$10,616.00 (the “Road Reserve Funds”); and

**WHEREAS**, the Association has offered to the City dedication of Corporate Woods Drive (including all improvements within the right-of-way of Corporate Woods Drive other than pedestrian ways (sidewalks/multi-use trails)) as a public road in its current condition, AS IS WHERE IS, in order that (i) the City, through its Public Service department, will be responsible for the maintenance and repair of Corporate Woods Drive in perpetuity; (ii) Corporate Woods Drive will become subject to the jurisdiction of the Vestavia Hills Police Department; and (iii) Corporate Woods Drive will become exempt from all ad valorem taxes as the same will be owned in fee simple by the City upon completion of the dedication process; and

**WHEREAS**, as a condition to accepting Corporate Woods Drive as a public road in its current condition, AS IS WHERE IS, the City requires that the Road Reserve Funds in the amount of \$10,616.00 be transferred to the City in order to offset the City's cost in performing any and all work that may be required to bring Corporate Woods Drive into compliance with the City's specifications for public roads and the City's cost of maintaining and repairing Corporate Woods Drive in perpetuity;

**WHEREAS**, subject to the transfer of the Road Reserve Funds to the City, the City has agreed to accept dedication of Corporate Woods Drive subject to the terms, provisions and conditions of that certain Corporate Woods Drive Maintenance Agreement (the "Maintenance Agreement") attached hereto as Exhibit "C" between the City and the Association which sets forth, among other things, (i) the City's responsibilities for maintaining and repairing the rights-of way of Corporate Woods Drive and certain improvements located within such right-of-way; and (ii) the Association's responsibilities for maintaining and repairing certain other improvements located within such right-of-way, all as is more particularly set forth in the Maintenance Agreement; said Maintenance Agreement is incorporated into this Resolution Number 5407 by reference as though set out fully herein; and

**WHEREAS**, the City finds and determines that the acceptance of the offer of dedication of Corporate Woods Drive by the Association, subject to the terms, provisions and conditions of the Maintenance Agreement, will provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the City of Vestavia Hills, Alabama.

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

1. Corporate Woods Drive is hereby dedicated; and
2. Said dedication is subject to the terms, provisions and conditions of the Maintenance Agreements; and
3. This Resolution shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 26<sup>th</sup> day of September, 2022.

---

Ashley C. Curry  
Mayor

ATTESTED BY:

---

Rebecca Leavings  
City Clerk

**EXHIBIT A**

**CORPORATE WOODS DRIVE**

That road identified as Corporate Woods Drive on the following surveys: (i) Corporate Woods Addition to Liberty Park Resurvey No. 2, as recorded in Map Book 204, page 87 in the Office of the Judge of Probate of Jefferson County, Alabama and (ii) Corporate Woods Addition to Liberty Park Resurvey No. 3, as recorded in Map Book 206, page 51 in the Office of the Judge of Probate of Jefferson County, Alabama.



**EXHIBIT B**

**DEPICTION OF CORPORATE WOODS DRIVE**

[See attached]

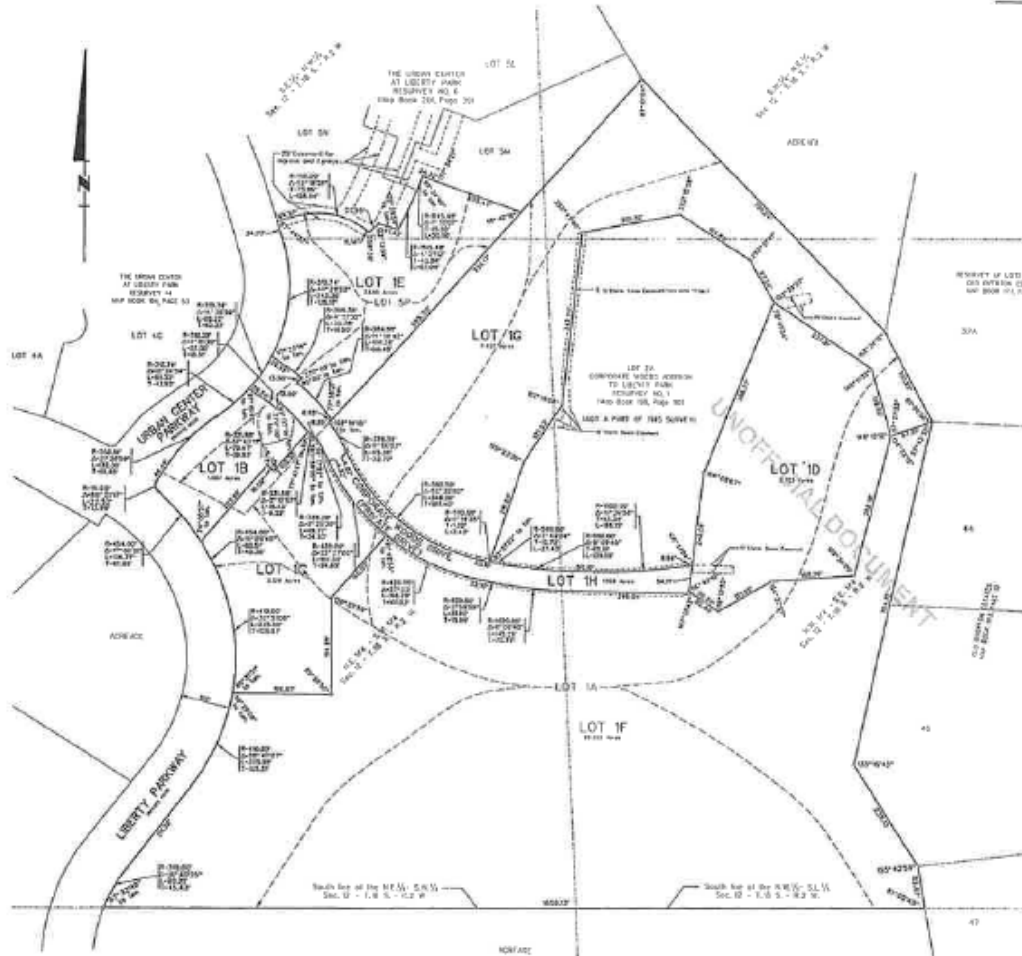
### CORPORATE WOODS ADDITION TO LIBERTY PARK

#### RESURVEY NO. 2

BEING A RESURVEY OF LOT 1A, CORPORATE WOODS ADDITION TO LIBERTY PARK, RESURVEY NO. 1 (AS RECORDED IN MAP BOOK 26, PAGE 20) AND LOT 29, THE URBAN CENTER AT LIBERTY PARK RESURVEY NO. 6 (AS RECORDED IN MAP BOOK 30, PAGE 20) SITUATED IN THE SE1/4 OF THE NW1/4, T10N 29S OF THE NE1/4, THE NE1/4 OF THE SE1/4 AND THE NE1/4 OF THE SE1/4 OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA  
SCALE: 1"=50' AUGUST, 2001

WALTER SCHOEL ENGINEERING COMPANY, INC.

1:50,000  
GRAPHIC SCALE



STATE OF ALABAMA  
JULY 27, 2001

WALTER SCHOEL ENGINEERING COMPANY, INC.  
1001 N. W. 10th St., Birmingham, AL 35203  
By: *[Signature]*  
WALTER SCHOEL, Surveyor

LIBERTY PARK HOMEOWNERS, LLP  
1001 N. W. 10th St., Birmingham, AL 35203  
By: *[Signature]*  
WALTER SCHOEL, Surveyor

LIBERTY NATIONAL LIFE INSURANCE COMPANY  
1001 N. W. 10th St., Birmingham, AL 35203  
By: *[Signature]*  
WALTER SCHOEL, Surveyor

STATE OF ALABAMA  
JULY 27, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

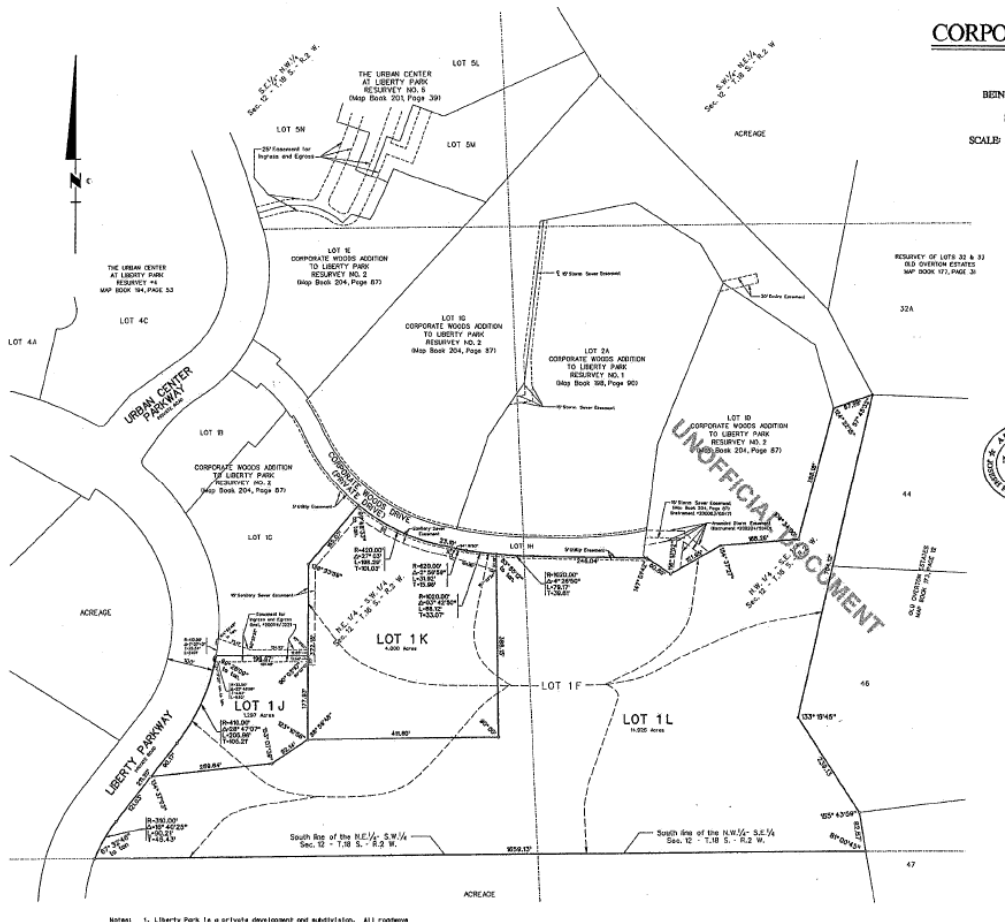
STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

STATE OF ALABAMA  
AUGUST 1, 2001

By: *[Signature]*  
DANNY D. STANSON, Surveyor

NOTES:  
1.1 LIBERTY PARK is a private development and subdivision. All easements and interests are owned by the developer of the same, except those specifically noted otherwise, and their application is subject to the terms of the respective agreements.  
1.2 The shown street and utility easements shown on this plan are intended for the future construction of these streets and utilities and the location of these easements are indicated on the appropriate plan of the site and will be the responsibility of the respective street owner.



# CORPORATE WOODS ADDITION TO LIBERTY PARK RESURVEY NO. 3

BEING A RESURVEY OF LOT 1F, CORPORATE WOODS ADDITION TO LIBERTY PARK RESURVEY NO. 2  
(AS RECORDED IN MAP BOOK 204, PAGE 87)  
SITUATED IN THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 12,  
TOWNSHIP 18 SOUTH, RANGE 2 WEST JEFFERSON COUNTY, ALABAMA.  
SCALE 1" = 100' MARCH, 2002

**WALTER SCHOEL ENGINEERING COMPANY, INC.**  
300 WEST SOUTH  
BIRMINGHAM, ALABAMA 35203  
DREW:MS



STATE OF ALABAMA  
JEFFERSON COUNTY  
I, the undersigned, Joseph F. Bragdon, Jr., a licensed Land Surveyor, Liberty Park Joint Venture, LP, an Alabama Limited Liability Partnership, do hereby certify that the foregoing is a true and correct map of CORPORATE WOODS ADDITION TO LIBERTY PARK, RESURVEY NO. 3, showing the number of acres and acres, and showing the relation of the land to Corporate Woods Addition to Liberty Park Resurvey No. 2, as recorded in Map Book 204, Page 87. This map is the work of the Surveyor and is marked by the Surveyor in the field with an iron pin and cap or other appropriate means and is calculated on the basis of best available information. All errors or omissions have been corrected in accordance with the requirements of the Uniform Technical Standards for the Practice of Land Surveying in the State of Alabama.



IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of March, 2002.

WALTER SCHOEL ENGINEERING COMPANY, INC.  
LIBERTY PARK JOINT VENTURE, LP  
An Alabama Limited Liability Partnership, OMBE  
Joseph F. Bragdon, Jr. Surveyor  
Walter Schoel, P.E. Professional Engineer  
The Project Manager

STATE OF ALABAMA  
JEFFERSON COUNTY  
I, Dennis D. Hanson, as Notary Public in and for said County and State, do hereby certify that Joseph F. Bragdon, Jr., whose name is signed to the foregoing certificate of Surveyor, was in person in my presence and before me on this date, but after having been duly sworn and the contents of said certificate he executed the same voluntarily as each individual, with full authority therefor.

Given under my hand and seal this 18th day of March, 2002.

Dennis D. Hanson  
Notary Public



STATE OF ALABAMA  
JEFFERSON COUNTY  
I, Brenda D. Hunter, as Notary Public in and for said County and State, do hereby certify that Mary L. McWhorter, whose name is signed to the foregoing certificate of Surveyor, was in person in my presence and before me on this date, but after having been duly sworn and the contents of said certificate she executed the same voluntarily as each officer, with full authority therefor.

Given under my hand and seal this 23rd day of March, 2002.

Brenda D. Hunter  
Notary Public

APPROVED: Brenda D. Hunter DATE: 4/24/02  
Jefferson Hills Planning and Zoning Commission

APPROVED: John Lovell DATE: 4/24/02  
Jefferson Hills City Engineer

ATTEST: J.M. Jones DATE: 5/1/02  
Jefferson Hills City Clerk

0206 / 0081



- NOTES:
1. Liberty Park is a private development and subdivision. All roadway easements are shown and owned by the developer, or its successors. All easements that do not appear on private, and their attachments of use are by private agreement.
  2. All utility sewer easements shown herein are in favor of the Liberty Park Master Sewer Association, Inc.
  3. All utility sewer easements shown herein are in favor of Dwight Services, LLC.

THIS MAP IS THE PROPERTY OF WALTER SCHOEL ENGINEERING COMPANY, INC. AND MUST BE RETURNED ONLY TO SAME. PLEASE CALL 323-6166.

## EXHIBIT “C”

### **Corporate Woods Drive Maintenance Agreement**

Notwithstanding any provision in the Resolution to which this Exhibit “C” is attached to the contrary, the City has agreed to accept dedication of Corporate Woods Drive and the maintenance and repair of only those improvements set forth in Section I below which are located within the right-of-way of Corporate Woods Drive. The Association shall remain solely responsible for those improvements located within the right-of-way of Corporate Woods Drive that are set forth in Section II below. *Capitalized terms used in this Exhibit “C” without definition shall have the meanings set forth in the Resolution to which this Exhibit “C” is attached.*

#### **I. City’s Responsibilities and Agreements:**

1. Maintenance and Repair. The City, through its Public Services/Public Works Department, shall be responsible for maintaining and repairing the rights-of-way of Corporate Woods Drive and the following improvements located within such right-of-way:

- a. Roads: Roadway surfaces and roadbed repairs, including the repair of all potholes and periodic resurfacing/paving (note: the City’s road paving needs are evaluated annually);
- b. Curb and Gutter: Curb and gutter; drainage inlet tops, grates, and covers; manhole and other utility covers;
- c. Traffic Control: Striping, markings, signals, traffic control signage, and associated items serving side road connections; and
- d. Drainage: All drainage systems, including but not limited to drainage inlets, catch basins, manholes, storm drain pipe and drainage swales.

The timing of such maintenance and repair shall be at the direction and discretion of the City Manager/City Engineer. The Association is directed to the City’s website ([www.vhal.org/departments/public-services/public-works.org](http://www.vhal.org/departments/public-services/public-works.org)) for information regarding City owned roads.

2. Utilities. The City will review applications for permits and, if approved, will direct and inspect all utilities to be placed, repaired, or otherwise altered within the rights-of-way of Corporate Woods Drive in accordance with City requirements and regulations.

3. Roadside Hazard Determination. The City has review and permitting authority for any encroachments of Corporate Woods Drive that could be considered a safety hazard per ALDOT specifications (for example, illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.). The City recognizes its review and approval of such hazardous conditions will be in coordination with the Liberty Park Architectural Review Committee or other Association design review approvals.

4. Access Permits: The City shall have review and permitting authority for any requests for side road or driveway access to Corporate Woods Drive. This will be reviewed and permitted per City Engineering standards. The City recognizes its review and approval of such access will be in coordination with the Liberty Park Architectural Review Committee or other Association design review approvals.

5. Other:

a. The City has the authority to perform services within the rights-of-way of Corporate Woods Drive which are not expressly named in this Exhibit "C" that are considered to be in the best interest of public safety (including, but not limited to, application of sand during an ice or snow event).

b. No denied access to the public rights-of-way of Corporate Woods Drive will be allowed.

**II. The Associations' Responsibilities and Agreements:**

1. Maintenance and Repair. The Association shall be responsible for maintaining and repairing the following improvements located within the rights-of-way of Corporate Woods Drive:

- a. Vegetation: all vegetation, landscaping, lighting, and irrigation along the rights-of-way, including roadside, medians, and roundabout areas;
- b. Pedestrian Ways: all sidewalks/multi-use trails;
- c. Guardrails;
- d. Street and directional signage, subject, however, to the City's review and approval for any potential road side hazard considerations; and
- e. Dam and Lake Embankments: all dam and lake embankment maintenance, including periodic inspections and routine maintenance on outlet controls, erosion stabilization, and vegetation management. This shall include management of water levels to minimize impact to the roadway.

2. Other:

a. The City hereby grants the Association and its contractors, subcontractors, and agents, a license to enter upon the right-of-way of Corporate Woods Drive in order to perform the work specified in Section 1 above.

b. The Association shall notify the City of any proposed work within the rights-of-way of Corporate Woods Drive. All work shall be reviewed and inspected by the City Engineer and his/her staff and determined to meet City specifications as determined by the City Engineer.

c. The Association shall perform all Association responsibilities set forth in this Exhibit "C." Should the Association fail to perform these responsibilities within 30 days of the City's written demand, the City is authorized to perform the work that must be done in the interest of public safety and/or improving any situation that without attention would adversely impact the roadway. The City may bill the Association for the actual costs incurred by the City for labor, equipment, and materials for the said work.

[Remainder of Page Intentionally Deleted]

d.

Agreed to and accepted this \_\_\_ day of September, 2022

LIBERTY PARK COMMERCIAL DEVELOPMENT AREA OWNERS' ASSOCIATION, INC.,  
an Alabama non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CITY OF VESTAVIA HILLS,  
an Alabama municipal corporation

By: \_\_\_\_\_  
Ashley Curry  
Its: Mayor

By: \_\_\_\_\_  
Jeffrey Downes

**ORDINANCE NUMBER 3111**

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

**WHEREAS**, on the 27th day of June, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

3516 and 3524 Ridgedale Drive  
Lots 27 and 33, Rocky Ridge Estates  
Patricia Lucas, John and Helen White, Owner(s)

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

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

**ADOPTING and APPROVED** this the 26th day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

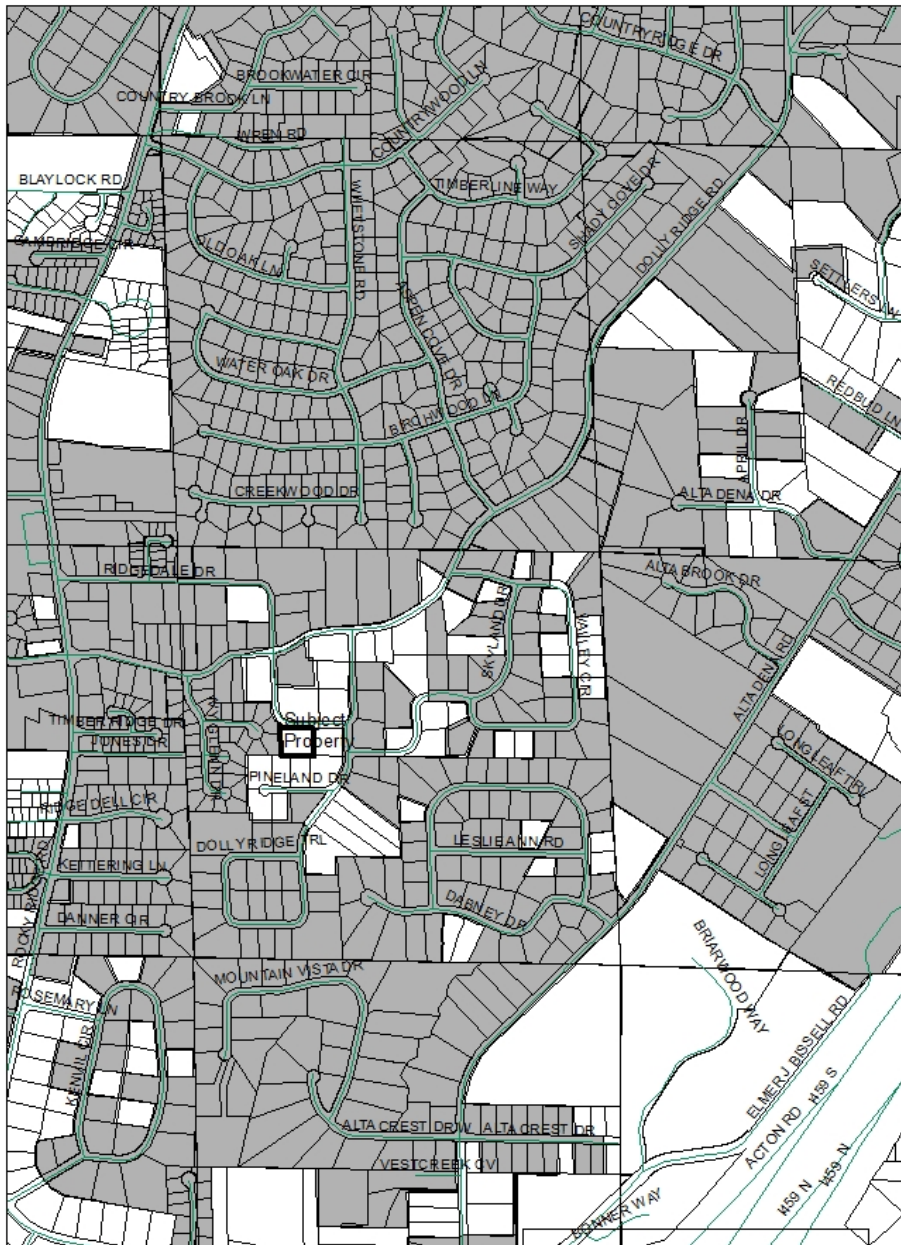
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3111 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 26th day of September, 2022, 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



# 3516 Ridgedale Drive



**Legend**

 Vestavia\_Hills\_City\_Limits

# 3524 Ridgedale Drive



<b>PARCEL #:</b> 28 00 32 4 001 049.000	<b>[ 111-C- ]</b> Baths: <b>2.0</b> H/C Sqft: <b>2,692</b>
<b>OWNER:</b> WHITE JOHN PARKER & HELEN NORTHCUTT	<b>18-034.0</b> Bed Rooms: <b>4</b> Land Sch: <b>G1</b>
<b>ADDRESS:</b> 3524 RIDGEDALE DR VESTAVIA HILLS AL 35243	Land: <b>154,000</b> Imp: <b>187,500</b> Total: <b>341,500</b>
<b>LOCATION:</b> 3524 RIDGEDALE DR BHAM AL 35243	Acres: <b>0.000</b> Sales Info: <b>07/31/2019 \$293,000</b>

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

<b>ASSESSMENT</b>		<b>VALUE</b>	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$154,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 2020	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<b>CLASS 2</b>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<b>CLASS 3</b>	
CLASS USE:		BLDG 001	111 \$187,500
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$341,500]: \$341,500	
PREV YEAR VALUE: \$313,000.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

<b>TAX INFO</b>							
	<b>CLASS</b>	<b>MUNCODE</b>	<b>ASSD. VALUE</b>	<b>TAX</b>	<b>EXEMPTION</b>	<b>TAX EXEMPTION</b>	<b>TOTAL TAX</b>
STATE	3	2	\$34,160	\$222.04	\$4,000	\$26.00	\$196.04
COUNTY	3	2	\$34,160	\$461.16	\$2,000	\$27.00	\$434.16
SCHOOL	3	2	\$34,160	\$280.11	\$0	\$0.00	\$280.11
DIST SCHOOL	3	2	\$34,160	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$34,160	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$34,160	\$174.22	\$0	\$0.00	\$174.22
SPC SCHOOL2	3	2	\$34,160	\$573.89	\$0	\$0.00	\$573.89
<b>ASSD. VALUE: \$34,160.00</b>			<b>\$1,711.42</b>	<b>GRAND TOTAL: \$1,658.42</b>		<b>FULLY PAID</b>	

<b>DEEDS</b>		<b>PAYMENT INFO</b>			
<b>INSTRUMENT NUMBER</b>	<b>DATE</b>	<b>PAY DATE</b>	<b>TAX YEAR</b>	<b>PAID BY</b>	<b>AMOUNT</b>
<a href="#">2019079233</a>	7/31/2019	12/25/2021	2021	CORELOGIC	\$1,658.42
<a href="#">1058-237</a>	04/17/1974	1/12/2021	2020	CORELOGIC	\$1,515.13
		12/10/2019	2019	SLS	\$1,298.44
		2/15/2019	2018	NORMA JEAN NICHOLSON	\$1,257.18
		10/18/2017	2017	NORMA NICHOLSON	\$1,191.18
		10/7/2016	2016	-	\$1,094.39
		11/2/2015	2015	-	\$1,094.39
		10/24/2014	2014	-	\$1,081.31
		11/20/2013	2013	-	\$1,081.31
		11/15/2012	2012	NICHOLSON NORMA JEAN	\$1,080.88

<b>PARCEL #:</b> 28 00 32 4 001 050.001	<b>[ 111-C- ]</b> Baths: <b>2.0</b> H/C Sqft: <b>2,231</b>
<b>OWNER:</b> LUCAS PATRICIA L	<b>18-034.0</b> Bed Rooms: <b>3</b> Land Sch: <b>G1</b>
<b>ADDRESS:</b> 3516 RIDGEDALE DR VESTAVIA AL 35243-4633	Land: <b>154,000</b> Imp: <b>163,200</b> Total: <b>317,200</b>
<b>LOCATION:</b> 3516 RIDGEDALE DR BHAM AL 35243	Acres: <b>0.000</b> Sales Info: <b>05/24/2013 \$310,000</b>

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

<b>ASSESSMENT</b>		<b>VALUE</b>	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$154,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 2014	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<b>CLASS 2</b>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<b>CLASS 3</b>	
CLASS USE:		UTILITY WOOD OR	26WCCA V \$1,500
FOREST ACRES: 0	TAX SALE:	BLDG 001	111 \$161,700
PREV YEAR VALUE: \$292,600.00	BOE VALUE: 0	TOTAL MARKET VALUE [APPR. VALUE: \$317,200]: \$317,200	
		Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

<b>TAX INFO</b>							
	<b>CLASS</b>	<b>MUNCODE</b>	<b>ASSD. VALUE</b>	<b>TAX</b>	<b>EXEMPTION</b>	<b>TAX EXEMPTION</b>	<b>TOTAL TAX</b>
STATE	3	2	\$31,720	\$206.18	\$4,000	\$26.00	\$180.18
COUNTY	3	2	\$31,720	\$428.22	\$2,000	\$27.00	\$401.22
SCHOOL	3	2	\$31,720	\$260.10	\$0	\$0.00	\$260.10
DIST SCHOOL	3	2	\$31,720	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$31,720	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$31,720	\$161.77	\$0	\$0.00	\$161.77
SPC SCHOOL2	3	2	\$31,720	\$532.90	\$0	\$0.00	\$532.90
TOTAL FEE & INTEREST: (Detail)							\$5.00
<b>ASSD. VALUE: \$31,720.00</b>			<b>\$1,589.17</b>		<b>GRAND TOTAL: \$1,541.17</b>		
<b>FULLY PAID</b>							

<b>DEEDS</b>		<b>PAYMENT INFO</b>			
<b>INSTRUMENT NUMBER</b>	<b>DATE</b>	<b>PAY DATE</b>	<b>TAX YEAR</b>	<b>PAID BY</b>	<b>AMOUNT</b>
<a href="#">201314-14780</a>	5/24/2013	11/27/2021	2021		\$1,541.17
<a href="#">201063-6029</a>	09/03/2010	10/28/2020	2020	LUCAS PATRICIA L	\$1,892.61
<a href="#">200508-9698</a>	06/09/2005	12/10/2019	2019	CORELOGIC	\$1,379.85
<a href="#">200316-9293</a>	10/15/2003	12/7/2018	2018	CORELOGIC INC	\$1,189.47
<a href="#">2734-307</a>	07/02/1985	11/17/2017	2017	CORE LOGIC INC	\$1,152.40
		11/21/2016	2016	CORELOGIC	\$1,076.24
		12/1/2015	2015	CORELOGIC INC	\$1,076.24
		12/2/2014	2014	CORELOGIC INC	\$1,064.22
		11/19/2013	2013	CORELOGIC INC	\$1,064.22

**Annexation Committee Petition Review**

Property: 3524 Ridgedale Drive

Owners: John and Helen White

Date: 4-20-22

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 \$341,500. Meets city criteria: Yes  No   
Comment: \_\_\_\_\_
6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes  No   
Number of total homes 20 Number in city 14
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: 3524 Ridgedale Drive


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

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

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

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

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
George Pierce  
Chairman 4-24-22

**Annexation Committee Petition Review**

Property: 3516 Ridgedale Drive

Owners: Patricia Lucas

Date: 4-20-22

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 \$1317,200. 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 20 Number in city 14
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: 3516 Ridgedale Drive


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

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

10. Are there any concerns from ~~city~~ departments?  
Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman      4-24-22



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

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	3524 Ridgedale Drive	Property Address	
====>	\$ 341,500	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$34,150.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$701.78	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$981.81	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,683.60	Total County remits to City for split with BOE	CITY	
\$515.67	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$280.03	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$701.78	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,777.51	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$2,479.29</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend
City Revenue
BOE Revenue

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

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	3516 Ridgedale Drive	Property Address	
====>	\$ 317,200	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$31,720.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$651.85	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$911.95	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,563.80	Total County remits to City for split with BOE	CITY	
\$478.97	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$260.10	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$651.85	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,651.03	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$2,302.87</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend
City Revenue
BOE Revenue

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

---

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

Location: 3524 Ridgedale Drive

---

**Engineering; Public Services**

Date: 4/07/2022 Initials: CB/r

**3524 Ridgedale Drive** -- no significant concerns noted; roadway is narrow and no curb or gutter, so does not meet current City subdivision standards; as neighboring properties remain in Jefferson County, this neighborhood would continue to have split maintenance responsibilities.

---

**Police Department:**

Date: 03-28-22 Initials: JGG

Comments: NONE

---

**Fire Department:**

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_

---

**Board of Education:**

Date: 4/11/2022 Initials: SB/r

Comments: \_\_\_\_\_  
O/P

**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: 3516 Ridgedale Drive

---

**Engineering; Public Services**

Date: 4/07/2022 Initials: CB/r

**3516 Ridgedale Drive**-- no significant concerns noted; roadway is narrow and no curb or gutter, so does not meet current City subdivision standards; as neighboring properties remain in Jefferson County, this street would continue to have split maintenance responsibilities. \_\_\_\_\_

---

**Police Department:**

Date: 03-28-22 Initials: JGG

Comments: NONE  
\_\_\_\_\_  
\_\_\_\_\_

---

**Fire Department:**

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Board of Education:**

Date: 4/11/2022 Initials: SB/r

Comments: \_\_\_\_\_  
n/p  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12-27-21

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

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

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

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

JOHN.PARKER.WHITE@GMAIL.COM

205-240-0420

**EXHIBIT "A"**

LOT: 27

BLOCK: N/A

SURVEY: ~~N/A~~ Rocky Ridge Estates

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

COUNTY ZONING: E2 ESTATE 2

COMPATIBLE CITY ZONING: R1

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 27 - ROCKY RIDGE ESTATES

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>John White</u>	Lot <u>27</u> Block _____ Survey <u>ROCKY RIDGE ESTATES</u>
<u>John Paul White</u>	Lot <u>27</u> Block _____ Survey <u>"</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

JEFFERSON COUNTY

John White 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.

John Paul White  
Signature of Certifier

Subscribed and sworn before me this the 29<sup>th</sup> day of December

Rebecca H. Leavings  
Notary Public



My commission expires: 7/05/2023

**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 AND HELEN WHITE  
Address: 3924 RIDGEDALE DRIVE  
City: BIRMINGHAM State: AL Zip: 35243

**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
1.	IRIS WHITE	3.5	PRESCHOOL	✓	
2.	EADY WHITE	1.5	PRESCHOOL	✓	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": AUG. 2023 AND AUG. 2025



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: March 9, 2022

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.

Roger Lucas: (205) 910-5007

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**

Patricia L. Lucas Lot 001 Block 05001 Survey Lot 33 - Rocky Ridge Estates  
 \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_  
 \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_  
 (Map Book 28, page 78 - Probate Court of Jefferson County, Ala.)

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

STATE OF ALABAMA

JEFFERSON COUNTY

Patricia L. Lucas 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.

Patricia L. Lucas  
 \_\_\_\_\_  
 Signature of Certifier

Subscribed and sworn before me this 9<sup>th</sup> day of March, 2022.

Cynthia S. Petty  
 \_\_\_\_\_  
 Notary Public

My commission expires: 2-11-23

**EXHIBIT "A"**

LOT: 001

BLOCK: 050.001

SURVEY: Lot 33 - Rocky Ridge Estates

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

COUNTY ZONING: E-2 - Estate 2

COMPATIBLE CITY ZONING: VH R-1

LEGAL DESCRIPTION (METES AND BOUNDS):

**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): Patricia L. Lucas

Address: 3516 Ridgedale Drive ~~\_\_\_\_\_~~

City: Birmingham State: AL Zip: 35243

(unincorporated)  
**Information on Children:**

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

	Name(s)	Age	School Grade	Yes	No
1.	Heath L. Lucas	33			X
2.					
3.					
4.					
5.					
6.					

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

**PARCEL #:** 28 00 32 4 001 050.001  
**OWNER:** LUCAS PATRICIA L  
**ADDRESS:** 3516 RIDGEDALE DR VESTAVIA AL 35243-4633  
**LOCATION:** 3516 RIDGEDALE DR BHAM AL 35243

[ 111-C- ] Baths: 2.0 H/C Sqft: 2,231  
**18-034.0** Bed Rooms: 3 Land Sch: G1  
Land: 154,000 Imp: 163,200 Total: 317,200  
Acres: 0.000 Sales Info: 05/24/2013 \$310,000

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**LAND COMPUTATION**

	Code	Acerage	Square Foot	Market Value	CU. Value
SITE VALUE	3 111 HOUSEHOLD UNITS	0	0	\$154,000.00	

**ROLLBACK/HOMESITE/MISCELLANEOUS**

**LEGAL DESCRIPTION**

SUB DIVISON1: ROCKY RIDGE EST MAP BOOK: 28 PAGE: 78  
SUB DIVISON2: MAP BOOK: 0 PAGE: 0  
  
PRIMARY BLOCK: SECONDARY BLOCK: 0  
PRIMARY LOT: 33 SECONDARY LOT: 0  
  
**METES AND BOUNDS:** LOT 33 ROCKY RIDGE ESTS 28/78

**SALES INFORMATION**

5/24/2013	\$310,000.00	1	<b>BOOK:</b> 201314 <b>PAGE:</b> 14780	Land & Building	LUCAS PATRICIA L
9/1/2010	\$218,000.00	1	<b>BOOK:</b> 201063 <b>PAGE:</b> 006029	Land & Building	
6/1/2005	\$226,850.00	1	<b>BOOK:</b> 200508 <b>PAGE:</b> 009698	Land & Building	
11/1/2003	\$145,000.00	1	<b>BOOK:</b> 200316 <b>PAGE:</b> 009293	Land & Building	

**ORDINANCE NUMBER 3112**

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

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

3524 and 3516 Ridgedale Drive  
Lots 27 and 33, Rocky Ridge Estates  
Patricia Lucas and John & Helen White, Owner(s)

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

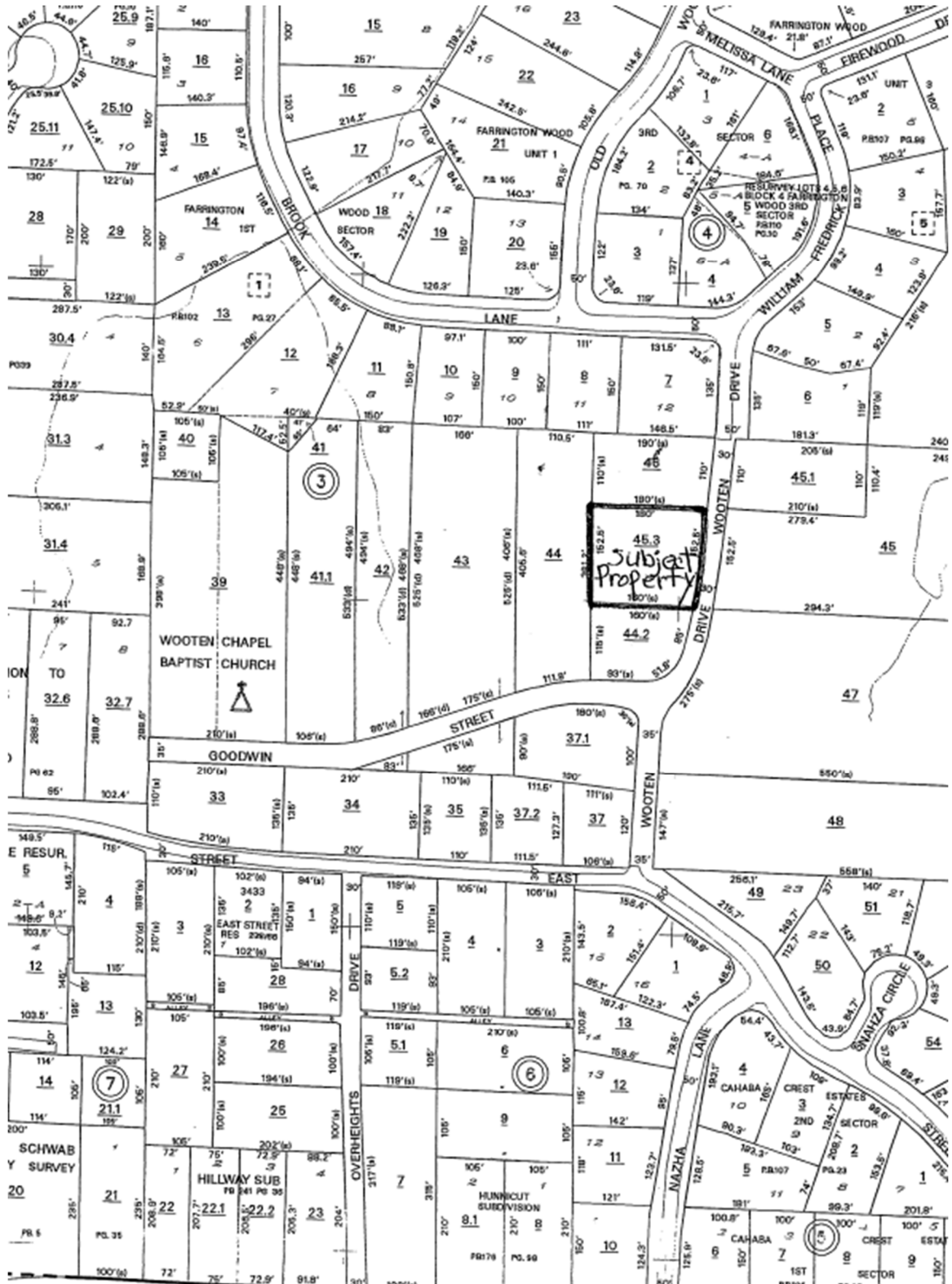
Rebecca Leavings  
City Clerk

**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 # 3112 is a true and correct copy of such 26<sup>th</sup> day of September, 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

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-22-3

Representative: John White

Owner Name: John White & Patty Lucas

Rep. Address:

Owner Address: 3524 & 3516 Ridgedale Dr, Vestavia Hills, AL 35243

Project Address: 3524 & 3516 Ridgedale Dr

Legal Description: Lots 27 and 33 Rocky Ridge Estates

Parcel ID Number: 28-32-4-001-49.000 & 50.001

Current Zoning: JC E-2

Requested Zoning: VH R-1

Intended Purpose: annexation

**MOTION** Mr. Farrell made a motion to recommend Compatible Rezoning from JC E-2 to Vestavia Hills R-1 for the property located at 2516 & 2534 Ridgedale Dr. Second was by Mr. Larson. Motion was carried on a roll call; vote as follows:

P&Z Recommendation :	Mr. Maloof– yes	Mr. Farrell – yes
	Mr. Honeycutt– yes	Mr. Sykes – yes
	Mr. Larson – yes	Ms. Vercher – yes

Motion carried.

Date of P&Z Meeting: August 11, 2022



Authorized by:

Vestavia Hills Planning and Zoning Commission, Michael  
Vercher, Chair

Issued by:




Conrad Garrison, City Planner

**Rezoning Application**

**RZ-22-3**

Submitted On: Jul 6, 2022

**Applicant**

 John White  
 205-240-0420  
 john.parker.white@gmail.com

**Primary Location**

3524 RIDGEDALE DR  
VESTAVIA HILLS, AL 35243

**Property Information**

**Subject Property Address**

3524 & 3516 Ridgedale Dr

**Legal Description**

Lots 27 and 33 Rocky Ridge Estates

**Existing Parking Spaces**

--

**Submission Date**

07/06/2022

**Tax Parcel ID Number**

--

**Proposed Parking Spaces**

--

**Type of Project**

New Residential Subdivision

**Action Requested:**

**From Existing Zoning Classification**

JC E-2

**For the Intended Purpose of:**

annexation

**Acreage of Subject Property**

N/A

**To Requested Zoning Classification**

VH R-1

**Acreage of Property to be Disturbed**

N/A

**Setbacks**

**Front**

--

**Side**

--

**Lot Coverage Percentage**

--

**Back**

--

**Open Space**

--

**Tree Save Plan** - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).

true

**Owner Information**

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

**Property Owner Name**

John White & Patty Lucas

**Company Name**

--

**Owner Address City State Zip**

3524 & 3516 Ridgedale Dr, Vestavia Hills, AL 35243

**Owner's Phone Number**

205-240-0420

**Email Address of Owner**

john.parker.white@gmail.com

By checking this box, I hereby affirm that I am the owner or the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case.

true

**Owner Representative/Responsible Party**

John White

**Company Name**

--

**Contact Email of Responsible Party**

--

**Mailing Address of Responsible Party**

--

**Phone No. of Responsible Party**

--

**Email Address of Responsible Party**

--

---

**Project Engineer Information (if applicable)**

**Name**

--

**Company**

--

**Mailing Address**

--

**Phone Number**

--

**Email**

--

**ORDINANCE NUMBER 3113**

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

**WHEREAS**, on the 27th day of June, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2632 Rillwood Road  
Lot 15, Altadena Park  
Jason Womack, Owner(s)

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

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

**ADOPTING and APPROVED** this the 26th day of September, 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 # 3113 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 26th day of September, 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

2632 Rillwood Road 



**Legend**

 Vestavia\_Hills\_City\_Limits

2632 Rillwood Road

**PARCEL #:** 28 00 28 4 001 019.000  
**OWNER:** ZALES WILLIAM E JR & EDWINA J  
**ADDRESS:** 68 TIGERS EYE DADEVILLE AL 36853  
**LOCATION:** 2632 RILLWOOD RD BHAM AL 35243

[ 111-B0 ] Baths: 3.5 H/C Sqft: 3,082  
 18-013.0 Bed Rooms: 4 Land Sch: A114  
 Land: 160,000 Imp: 306,200 Total: 466,200  
 Acres: 0.000 Sales Info: 05/01/1986 \$135,000

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE: X  
 EXEMPT CODE: 3-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$429,800.00 BOE VALUE: 0

**VALUE**

LAND VALUE 10% \$160,000  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

POOL GUNITE 60 29G0600 \$17,600  
 BLDG 001 111 \$288,600

TOTAL MARKET VALUE [APPR. VALUE: \$466,200]: \$466,200

Assesment Override:

MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$46,620	\$303.03	\$46,620	\$303.03	\$0.00
COUNTY	3	2	\$46,620	\$629.37	\$2,000	\$27.00	\$602.37
SCHOOL	3	2	\$46,620	\$382.28	\$0	\$0.00	\$382.28
DIST SCHOOL	3	2	\$46,620	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$46,620	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$46,620	\$237.76	\$0	\$0.00	\$237.76
SPC SCHOOL2	3	2	\$46,620	\$783.22	\$0	\$0.00	\$783.22

**ASSD. VALUE: \$46,620.00**      **\$2,335.66**      **GRAND TOTAL: \$2,005.63**  
**FULLY PAID**

**DEEDS**

INSTRUMENT NUMBER	DATE
<a href="#">2022006927</a>	1/12/2022
<a href="#">2906-721</a>	1/1/1900

**PAYMENT INFO**

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/30/2021	2021	WILLIAM EDWARD ZALES JR OR EDWINA JOHNSON ZALES	\$2,005.63
1/9/2021	2020	WILLIAM EDWARD ZALES, JR OR EDWINA JOHNSON ZALES	\$1,846.93
12/23/2019	2019	WILLIAM & EDWINA ZALES	\$1,737.93
12/17/2018	2018	WILLIAM EDWARD ZALES, JR OR EDWINA JOHNSON ZALES	\$1,751.01
1/8/2018	2017	-	\$1,719.62
12/27/2016	2016	WILLIAM EDWARD ZALES, JR OR EDWINA JOHNSON ZALES	\$1,656.83
12/9/2015	2015	WILLIAM E. ZALES, JR	\$1,886.86
12/18/2014	2014	WILLIAM E. ZALES, JR	\$1,772.63



2632 Rillwood Road

**PARCEL #:** 28 00 28 4 001 019.000  
**OWNER:** ZALES WILLIAM E JR & EDWINA J  
**ADDRESS:** 68 TIGERS EYE DADEVILLE AL 36853  
**LOCATION:** 2632 RILLWOOD RD BHAM AL 35243

[ 111-B0 ] Baths: 3.5 H/C Sqft: 3,082  
 18-013.0 Bed Rooms: 4 Land Sch: A114  
 Land: 160,000 Imp: 306,200 Total: 466,200  
 Acres: 0.000 Sales Info: 05/01/1986 \$135,000

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**LAND COMPUTATION**

Code	Acerage	Square Foot	Market Value	CU. Value
A114 3 111 HOUSEHOLD UNITS	1	43560	\$160,000.00	

**ROLLBACK/HOMESITE/MISCELLANEOUS**

**LEGAL DESCRIPTION**

SUB DIVISON1: ALTADENA PK 2ND S 28-28-4 MAP BOOK: 82 PAGE: 18  
 SUB DIVISON2: MAP BOOK: 0 PAGE: 0  
 PRIMARY BLOCK: SECONDARY BLOCK: 0  
 PRIMARY LOT: 15 SECONDARY LOT: 0  
**METES AND BOUNDS:** LOT 15 ALTADENA PARK 2ND SECTOR

**SALES INFORMATION**

5/1/1986 \$135,000.00 1 **BOOK:**162 **PAGE:**000460 Land & Building

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

2632 Rillwood Road

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

		Citizen Access Portal Descriptor	Notes
====>	2632 Rillwood Rd	Property Address	
====>	\$ 466,200	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$46,620.00	Assessed Value	ASSD. VALUE

**AD VALOREM REVENUE**

		Citizen Access Portal Descriptor	Notes
\$958.04	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,340.33	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,298.37	Total County remits to City for split with BOE	CITY	
\$703.96	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$382.28	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$958.04	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,426.57	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$3,384.61</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 3/15/22

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.

Jason Womack  
256-504-9373  
jason.womack@transgloballlc.com

**EXHIBIT "A"**

LOT: 15

BLOCK: T 18 South Rang 2

SURVEY: ~~Sec 28~~ Altadena Park 2nd 5

RECORDED IN MAP BOOK 42, PAGE 18/Lot 15 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: Vestavia E2

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**

<u>[Signature]</u>	Lot <u>15</u> Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

**STATE OF ALABAMA**

Jefferson COUNTY

Jason Womsek 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 15<sup>th</sup> day of March, 2022



Kay Russom  
Notary Public

My Commission Expires  
November 8, 2024

My commission expires: \_\_\_\_\_

**ORDINANCE NUMBER 3114**

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

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

2632 Rillwood Road  
Lot 15 Altadena Park  
Jason Womack, Owner(s)

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:


Rebecca Leavings  
City Clerk

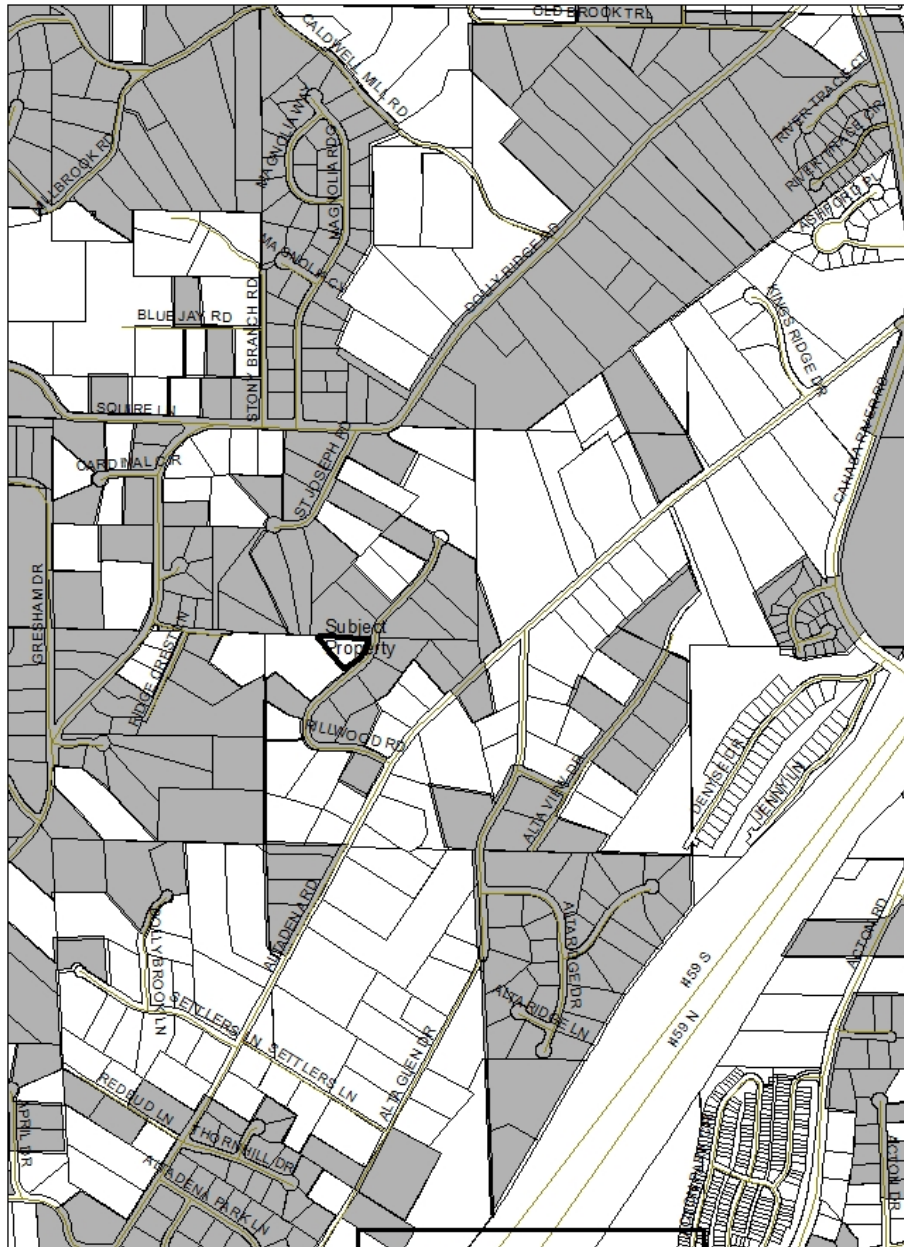
**CERTIFICATION:**

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 # 3114 is a true and correct copy of such 26<sup>th</sup> day of September, 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

2632 Rillwood Road 



**Legend**

 Vestavia\_Hills\_City\_Limits





# City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-22-4

Owner Name: Jason Womack

Owner Address: 2632 Rillwood Road, Vestavia Hills 35243

Representative:

Rep. Address:

Project Address: 2632 Rillwood Road

Legal Description: Lot 15 Altadena Park 2nd Sector

Parcel ID Number: 28-00-28-4-001-019.000

Current Zoning: Jefferson County E-1

Requested Zoning: Vestavia Hills E-2

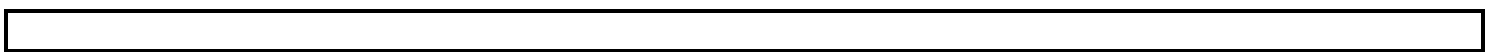
Intended Purpose: Annexation

**MOTION** Mr. Farrell made a motion to recommend Compatible Rezoning from JC E-1 to Vestavia Hills E-2 for the property located at 2632 Rillwood Rd. Second was by Mr. Larson. Motion was carried on a roll call; vote as follows:

P&Z Recommendation:	Mr. Maloof– yes	Mr. Farrell – yes
	Mr. Honeycutt– yes	Mr. Sykes – yes
	Mr. Larson – yes	Ms. Vercher – yes

Motion carried.

Date of P&Z Meeting: August 11, 2022



Authorized by:

Vestavia Hills Planning and Zoning Commission, Michael  
Vercher, Chair

Issued by:

Conrad Garrison, City Planner



08/17/2022

### RZ-22-4

Rezoning Application

**Status:** Active

**Date Created:** Jul 6, 2022

#### Applicant

Jason Womack  
jason@coosaconsulting.com  
2632 Rillwood Rd  
Vestavia Hills, Alabama 35243  
2565049373

#### Primary Location

2632 RILLWOOD RD  
VESTAVIA HILLS, AL 35243

#### Owner:

Jason Womack  
2632 Rillwood rd Vestavia Hills, Alabama 35243

#### Property Information

##### Subject Property Address

2632 Rillwood Road

##### Tax Parcel ID Number

28-00-28-4-001-019.000

##### Legal Description

Lot 15 Altadena Park 2nd Sector

##### Existing Parking Spaces

3

##### Proposed Parking Spaces

--

##### Submission Date

07/06/2022

##### Type of Project

New Residential Subdivision

#### Action Requested:

##### From Existing Zoning Classification

Jefferson County E-1

##### To Requested Zoning Classification

Vestavia Hills E-2

##### For the Intended Purpose of:

Annexation

##### Acreage of Subject Property

1acre

##### Acreage of Property to be Disturbed

1acre

#### Setbacks

##### Front

--

##### Back

--

##### Side

--

##### Open Space

--

##### Lot Coverage Percentage

--

**Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).**



**Owner Information**

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

**Property Owner Name**

Jason Womack

**Company Name**

--

**Owner Address City State Zip**

2632 Rillwood Road, Vestavia Hills 35243

**Owner's Phone Number**

2565049373

**Email Address of Owner**

Jason@coosaconsulting.com

**By checking this box, I hereby affirm that I am the owner or the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case.**



**Owner Representative/Responsible Party**

--

**Company Name**

--

**Contact Email of Responsible Party**

--

**Mailing Address of Responsible Party**

--

**Phone No. of Responsible Party**

--

**Email Address of Responsible Party**

--

**Project Engineer Information (if applicable)**

**Name**

--

**Company**

--

**Mailing Address**

--

**Phone Number**

--

**Email**

--

**Internal Reviews**

**Date of P&Z Meeting**

08/11/2022

**P&Z Recommendation & Vote**

**MOTION** Mr. Farrell made a motion to recommend Compatible Rezoning from JC E-1 to Vestavia Hills E-2 for the property located at 2632 Rillwood Rd. Second was by Mr. Larson. Motion was carried on a roll call; vote as follows:

Mr. Maloof– yes

Mr. Farrell – yes

Mr. Honeycutt– yes

Mr. Sykes – yes

Mr. Larson – yes

Ms. Vercher – yes

Motion carried.

**ORDINANCE NUMBER 3115**

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

**WHEREAS**, on the 27th day of June, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2655 Yorkmont Drive  
Lot 16, Chimney Hills  
Daniel and Faye Cabron, Owner(s)

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

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

**ADOPTING and APPROVED** this the 26th day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

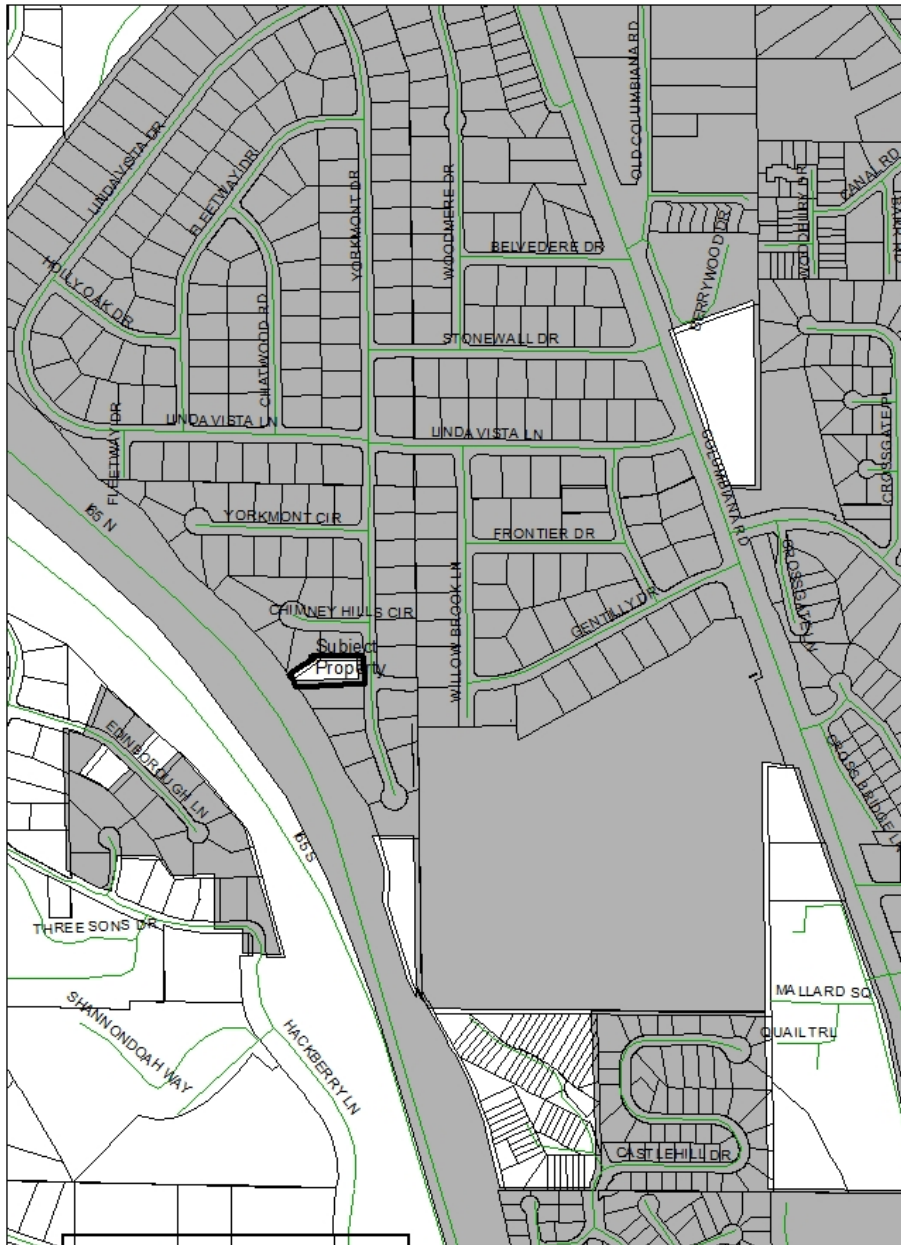
**CERTIFICATION:**

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 # 3115 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 26th day of September, 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

# 2644 Yorkmont Drive



**Legend**

 Vestavia\_Hills\_City\_Limits

### Annexation Committee Petition Review

Property: 2644 Yorkmont Drive

Owners: Daniel Cambron

Date: 4-20-22

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 285,800. 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 17 Number in city 16
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: 2644 Yorkmont Drive

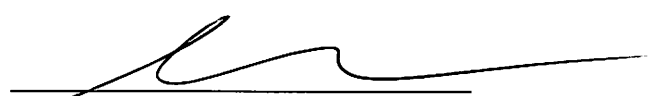
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ will be paid to offset costs associated with the annexation. Yes \_\_\_\_\_ No \_\_\_\_\_ Comment \_\_\_\_\_

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

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

11. Information on children: Number in family ~~4~~ 2 ; Plan to enroll in VH schools Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

  
George Pierce  
Chairman 4-24-22

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

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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: 2644 Yorkmont Drive

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**Engineering; Public Services**

Date: 4/10/2022 Initials: CB/n

Comments: \_\_\_\_\_  
**2644 Yorkmont Drive**-- no concerns noted; roadway and valley gutter in good condition; the City currently maintains this section of roadway. \_\_\_\_\_

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**Police Department:**

Date: 03-28-22 Initials: JGG

Comments: NONE  
\_\_\_\_\_  
\_\_\_\_\_

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**Fire Department:**

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Board of Education:**

Date: 4/11/2022 Initials: SB/n

Comments: \_\_\_\_\_  
n/n  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Vestavia Hills  
Tax Calculator  
Homestead Properties

2644 Yorkmont Drive

**AD VALOREM TAX MILLAGE**

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

**ASSESSED VALUE**

			Citizen Access Portal Descriptor	Notes
====>	2644 Yorkmont Drive	Property Address		
====>	\$ 285,800	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$28,580.00	Assessed Value	ASSD. VALUE	

**AD VALOREM REVENUE**

			Citizen Access Portal Descriptor	Notes
\$587.32	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$821.68	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$1,408.99	Total County remits to City for split with BOE		CITY	
\$431.56	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$234.36	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

**TOTAL AD VALOREM REVENUE**

\$587.32	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,487.59	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
<b>\$2,074.91</b>	<b>TOTAL ANNEXATION REVENUE BENEFIT</b>		

Legend
City Revenue
BOE Revenue

<b>PARCEL #:</b> 29 00 35 4 001 017.000 <b>OWNER:</b> CAMBRON DANIEL & FAYE <b>ADDRESS:</b> 2644 YORKMONT DR VESTAVIA AL 35226-3539 <b>LOCATION:</b> 2644 YORKMONT DR BHAM AL 35226	2644 Yorkmont Drive		
	<b>[ 111-B0 ]</b>	Baths: <b>2.0</b>	H/C Sqft: <b>2,198</b>
	<b>18-028.0</b>	Bed Rooms: <b>3</b>	Land Sch: <b>G1</b>
	Land: <b>112,000</b>	Imp: <b>173,800</b>	Total: <b>285,800</b>
	Acres: <b>0.000</b>	Sales Info: <b>06/26/2020</b>	<b>\$160,000</b>

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

ASSESSMENT		VALUE	
PROPERTY CLASS: 2	OVER 65 CODE:	LAND VALUE 10%	\$0
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20%	\$112,000
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	BLDG 001	111 \$173,800
CLASS USE:		<u>CLASS 3</u>	
FOREST ACRES: 0	TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$285,800]:	\$285,800
PREV YEAR VALUE: \$300,000.00	BOE VALUE: 0	Assesment Override:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$57,160	\$371.54	\$0	\$0.00	\$371.54
COUNTY	2	2	\$57,160	\$771.66	\$0	\$0.00	\$771.66
SCHOOL	2	2	\$57,160	\$468.71	\$0	\$0.00	\$468.71
DIST SCHOOL	2	2	\$57,160	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$57,160	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$57,160	\$291.52	\$0	\$0.00	\$291.52
SPC SCHOOL2	2	2	\$57,160	\$960.29	\$0	\$0.00	\$960.29
<b>ASSD. VALUE:</b>			<b>\$57,160.00</b>				
				<b>\$2,863.72</b>			
						<b>GRAND TOTAL:</b>	<b>\$2,863.72</b>
							<b>FULLY PAID</b>

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
<a href="#">2020067128</a>	6/26/2020	12/25/2021	2021	CORELOGIC	\$2,863.72
<a href="#">1436-573</a>	04/29/1977	1/12/2021	2020	CORELOGIC	\$1,090.00
		7/9/2020	2019	HALBROOKS & ALLEN, LLC	\$1,061.61
		2/26/2019	2018	HARMON, TIMOTHY OR DANIEL CAMBRON	\$948.62
		2/16/2018	2017	CAMBRON HARMON DEWELL	\$1,110.64
		3/27/2017	2016	HARMON CAMBRON	\$1,162.76
		11/2/2015	2015	H.D. OR BOBBIE V. CAMBRON OR TIMOTHY R. CAMBRON	\$898.16
		10/16/2014	2014	OR TIMOTHY R. CAMBRON	\$800.50
		12/3/2013	2013	H. D. OR BOBBIE V. CAMBRON PHONESZS-TBZS	\$884.21

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 01/03/2022

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.

DANIEL . CAMBRON @GMAIL.COM

(205) 542-7674

EXHIBIT "A"

SUBDIVISION: CHIMNEY HILLS 29-35-4  
TWN: 18/ RNG: 03/ SEC: 35

LOT: 017.000 16

BLOCK: 001

SURVEY: Chimney Hills

RECORDED IN MAP BOOK 108, PAGE 21 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: JCR-1



COMPATIBLE CITY ZONING: VN R-2

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

	Lot _____	Block _____	Survey _____
	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

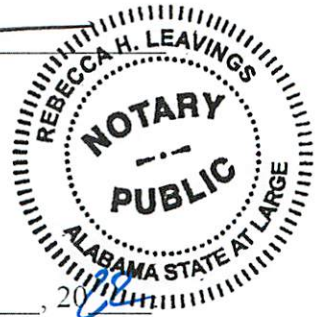
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

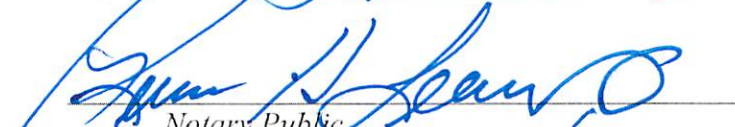
Jefferson COUNTY

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

  
Signature of Certifier



Subscribed and sworn before me this the 17<sup>th</sup> day of Feb, 2023

  
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): DANIEL ? FAYE CAMBRON

Address: 2644 VERMONT DRIVE

City: BIRMINGHAM State: AL Zip: 35226

Information on Children:

Plan to Enroll In  
 Vestavia Hills School?

	Name(s)	Age	School Grade	Yes	No
1.	DANIEL CAMBRON JR	2	N/A		X
2.	Avery Cambron	3wks	N/A		X
3.					
4.					
5.					
6.					

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



**ORDINANCE NUMBER 3116**

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

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

2644 Yorkmont Drive  
Lot 16, Chimney Hills  
Daniel and Fay Cambron, Owner(s)

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:


Rebecca Leavings  
City Clerk

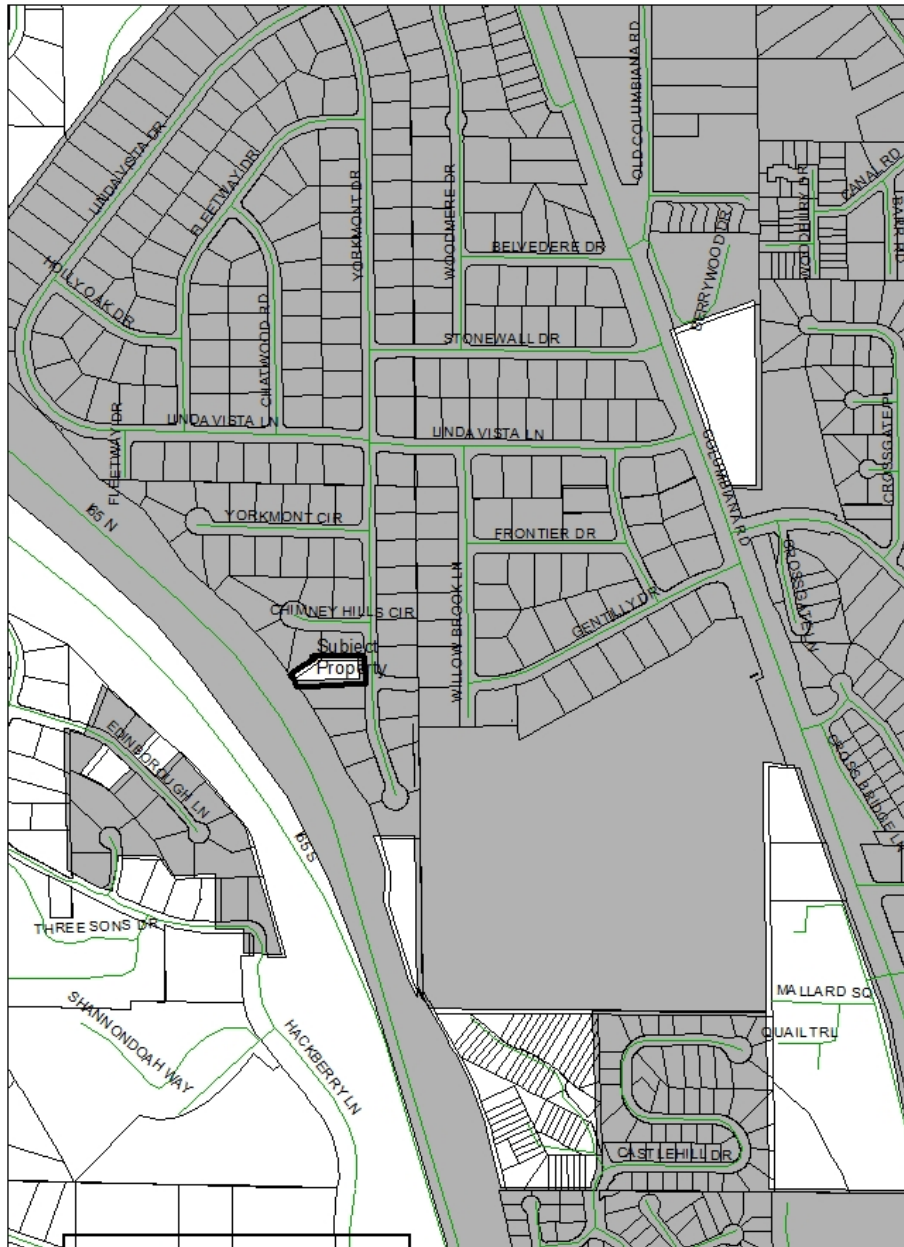
**CERTIFICATION:**

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 # 3116 is a true and correct copy of such 26<sup>th</sup> day of September, 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

2644 Yorkmont Drive 



**Legend**

 Vestavia\_Hills\_City\_Limits



# City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-22-5

Owner Name: Daniel Cambron

Owner Address: 2644 Yorkmont Drive, Vestavia Hills AL 35226

Representative:

Rep. Address:

Project Address: 2644 Yorkmont Drive

Legal Description: Lot 16, Chimney Hills

Parcel ID Number: 29-35-4-001-17.000

Current Zoning: Jefferson County R-1

Requested Zoning: Vestavia Hills R-2

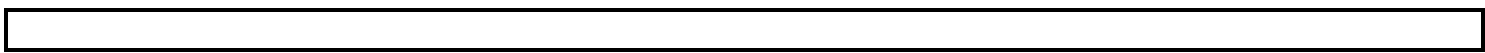
Intended Purpose: Annexation

**MOTION** Mr. Larson made a motion to recommend Compatible Rezoning from JC R-1 to Vestavia Hills R-2 for the property located at 2644 Yorkmont Dr. Second was by Mr. Honeycutt. Motion was carried on a roll call; vote as follows:

**P&Z**

Recommendation : Mr. Maloof– yes  
Mr. Honeycutt– yes  
Mr. Larson – yes  
Mr. Farrell – yes  
Mr. Sykes – yes  
Ms. Vercher – yes  
Motion carried.

Date of P&Z Meeting: August 11, 2022



Authorized by:

Vestavia Hills Planning and Zoning Commission, Michael  
Vercher, Chair

Issued by:

Conrad Garrison, City Planner



08/18/2022

### RZ-22-5

#### Rezoning Application

**Status:** Active

**Date Created:** Jul 13, 2022

#### Applicant

Daniel Cambron  
daniel.cambron@gmail.com  
2644 Yorkmont Drive  
Vestavia Hills, AL 35226  
205-542-7674

#### Primary Location

2644 YORKMONT DR  
VESTAVIA HILLS, AL 35226

#### Property Information

##### Subject Property Address

2644 Yorkmont Drive

##### Tax Parcel ID Number

29-35-4-001-17.000

##### Legal Description

Lot 16, Chimney Hills

##### Existing Parking Spaces

--

##### Proposed Parking Spaces

--

##### Submission Date

07/07/2022

##### Type of Project

Annexation of a Single-Family Home

#### Action Requested:

##### From Existing Zoning Classification

Jefferson County R-1

##### To Requested Zoning Classification

Vestavia Hills R-2

##### For the Intended Purpose of:

Annexation

##### Acreage of Subject Property

0.5

##### Acreage of Property to be Disturbed

na

#### Setbacks

##### Front

--

##### Back

--

##### Side

--

##### Open Space

--

##### Lot Coverage Percentage

--

**Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).**



**Owner Information**

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

**Property Owner Name**

Daniel Cambron

**Company Name**

na

**Owner Address City State Zip**

2644 Yorkmont Drive, Vestavia Hills AL 35226

**Owner's Phone Number**

205-542-7674

**Email Address of Owner**

daniel.cambron@gmail.com

**By checking this box, I hereby affirm that I am the owner or the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case.**



**Owner Representative/Responsible Party**

--

**Company Name**

--

**Contact Email of Responsible Party**

--

**Mailing Address of Responsible Party**

--

**Phone No. of Responsible Party**

--

**Email Address of Responsible Party**

--

**Project Engineer Information (if applicable)**

**Name**

--

**Company**

--

**Mailing Address**

--

**Phone Number**

--

**Email**

--

**Internal Reviews**

**Date of P&Z Meeting**

08/11/2022

**P&Z Recommendation & Vote**

**MOTION** Mr. Larson made a motion to recommend Compatible Rezoning from JC R-1 to Vestavia Hills R-2 for the property located at 2644 Yorkmont Dr. Second was by Mr. Honeycutt. Motion was carried on a roll call; vote as follows:

- Mr. Maloof – yes
- Mr. Honeycutt – yes
- Mr. Larson – yes
- Mr. Farrell – yes
- Mr. Sykes – yes
- Ms. Vercher – yes
- Motion carried.

**Date of City Council Presentation**

--

**Proposed Ordinance No.**

--

**City Council Decision, Conditions, Reason for Denial**

**ORDINANCE NUMBER 3121**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY R-4, R-T AND R-2 TO VESTAVIA HILLS R-9**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County R-4 (multi-family residential), R-T (townhome residential) and R-2 (medium-density residential district) to Vestavia Hills R-9 (planned residential district:

2245 AND 2249 Blue Ridge Blvd  
Townes Development Group LLP, Owner(s)

More particularly described as follows:

Parcel 1. Commence at the Northeast corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 35, Township 18 South, Range 3 West, and run west along the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for 256.34 feet; thence 45 degrees 17 minutes left and Southwesterly for 452.99 feet; thence 90 degrees and 00 minutes left and run Southeasterly for 25.00 feet to the point of beginning of the parcel of land herein described; thence continue Southeasterly along last stated course for 150.00 feet; thence 90 degrees 00 minutes left and run Northeasterly for 100.00 feet; thence 90 degrees 00 minutes right and run Southeasterly for 146.74 feet to a point on the Northwesterly property line of Lot 0, Block 9 or Regent Forest Estates Second Addition as recorded in Map Book 54, Page 73 in the Office of the Judge of Probate of Jefferson County, Alabama, said point being 108.31 feet Northeasterly of Southwesterly corner of said Lot 9, thence 70 degrees 54 minutes right and run Southwesterly for 261.96 feet to the Southwest corner of Lot 8, Block 9 of said Regent Forest Estates, Second Addition; thence 28 degrees 56 minutes left and run Southerly along Westerly property line of Lot 7, Block 9 of said Regent Forest Estates, Second addition for 153.23 feet, thence 138 degrees 02 minutes right run Northwesterly for 346.39 feet thence 90 degrees 00 minutes right and run Northeasterly for 100.00 feet thence 90 degrees 00 minutes left and run Northwesterly for 150.00 feet thence 90 degrees 00 minutes right and run Northeasterly for 150.00 feet to the point of beginning. This parcel of land being Lot 5, Block 1, according to the



survey of Regent Forest Estates, Eighth Addition, Jefferson County, Alabama, Map Book 62, Page 22-A.

Parcel 2. parcel of land located in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 18, Range 3 West, which was formerly known as Lots 1-4, in Block 1, of Regent Forest, 8th Addition, as recorded in Map Book 68, Page 22, in the Office of the Judge of Probate of Jefferson County, Alabama, said subdivision having been vacated by that certain instrument in Real Volume 84, Page 526, in said Probate Office. This parcel of land is as follows: Begin at the Northeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 18, South Range 2 West; thence turn Southerly an angle of 125 degrees 29 minutes and run a distance of 58.59 feet to a point, which is the Northwest corner of Lot 15, Block 9, in Regent Forest Estates Second Addition, as recorded in Map Book 54, page 73, in the Office of the Probate Judge of Jefferson County, Alabama; thence turn Southwesterly an angle of 108 degrees 20 minutes and run Southwesterly a distance of 500.10 feet along the rear lot lines of Lots 14, 13, 12, 11 and 10, Block 9, in aforesaid Regent Forest Estates 2nd Addition subdivision to a point that is the Northwest Corner of Lot 10, Block 9, in said subdivision; thence turn an angle to the left of 169 degrees 04 minutes and 30 seconds and run Southwesterly 28.59 feet along the rear lot line of Lot 9, Block 9, in said subdivision to a point; thence turn an angle to the right of 70 degrees 54 minutes and run Northwesterly 146.74 feet to a point; thence turn an angle to the left of 90 degrees and run Southwesterly 100 feet to a point; thence turn an angle to the right of 90 degrees and run 150 feet to a point on the south boundary line of the Blue Ridge Blvd. Right of Way, then turn an angle to the right of 90 degrees and run Northeasterly along the said South boundary line of Blue Ridge Blvd. a distance of 440.75 feet to the point of intersection of the said South boundary line of the Southwest  $\frac{1}{4}$  of Section 35, Township 18 South, Range 2 West, in Jefferson County, Alabama; then turn an angle to the right and run Eastward along the North line of quarter-quarter section a distance of 296.1 feet to the point of beginning.

**BE IT FURTHER ORDAINED** that this rezoning is conditioned upon the following:

1. That the developer file and record private restrictive covenants that
  - a. Preserves and protects the rear portion of the property left undeveloped pursuant to this preliminary plat to be left primitive and undeveloped with only the removal of diseased or dead trees; and
  - b. That buffering to be provided for the private residence located beside this development pursuant to the buffering requirements of the zoning code; and

- c. For both areas to be maintained and preserved by the proposed homeowner's association; and
- d. That the zoning not become effective until the CC&Rs are filed in the Office of the Judge of Probate with a copy submitted to the City Clerk prior to the effective date of the ordinance

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of September, 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 # 3121 is a true and correct copy of such 26<sup>th</sup> day of September, 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

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-22-1

Owner Name: Townes Development Group LLC

Owner Address: 2245 & 2249 Blue Ridge Blvd

Representative: Blake Pittman  
Rep. Address:

Project Address: 2245 & 2249 Blue Ridge Blvd

Legal

Description:

Parcel ID

Number:

Current Zoning: JC R-T (Townhomes), JC R-4 (Multi-Family) JC R-2 (Single Family)

Requested Zoning: VH R-9

Intended Purpose: 25 unit townhome development

**MOTION** Mr. Sykes made a motion to recommend Rezoning from JC R-T, JC R-2, & JC R-4 to Vestavia Hills R-9 for the property located at 2245 & 2249 Blue Ridge Blvd. subject to the following conditions: that the developer file and record private restrictive covenants that (1) preserves and protects the rear portion of the property left undeveloped pursuant to this preliminary plat to be left primitive and undeveloped with only the removal of diseased or dead trees; (2) that buffering to be provided for the private residence located beside this development pursuant to the buffering requirements of the zoning code; (3) for both areas to be maintained and preserved by the proposed homeowner's association; and (4) that the zoning not become effective until the CC&Rs are filed in the Office of the Judge of Probate with a copy submitted to the City Clerk prior to the effective date of the ordinance becoming effective Second was by Mr. Farrell. Motion was carried on a roll call; vote as follows:

P&Z Recommendation :

- |                    |                   |
|--------------------|-------------------|
| Mr. Maloof– yes    | Mr. Farrell – yes |
| Mr. Honeycutt– yes | Mr. Sykes – yes   |
| Mr. Larson – yes   | Ms. Vercher – yes |
- Motion carried.

Date of P&Z Meeting:



Authorized by:

Vestavia Hills Planning and Zoning Commission, Michael  
Vercher, Chair

Issued by:

Conrad Garrison, City Planner



### RZ-22-1

Rezoning Application

**Status:** Active

**Date Created:** May 31, 2022

#### Applicant

Blake Pittman  
blake@taylorburton.com  
3239 Lorna Rd  
Ste.  
Birmingham, AL 35216  
2058227936

#### Property Information

**Subject Property Address**

2245 & 2249 Blue Ridge Blvd

**Tax Parcel ID Number**

--

**Legal Description**

--

**Existing Parking Spaces**

--

**Proposed Parking Spaces**

--

**Submission Date**

05/03/2022

**Type of Project**

New Residential Subdivision

#### Action Requested:

**From Existing Zoning Classification**

JC R-T (Townhomes), JC R-4 (Multi-Family)

**To Requested Zoning Classification**

VH R-9

**For the Intended Purpose of:**

25 unit townhome development

**Acreage of Subject Property**

5.50

**Acreage of Property to be Disturbed**

2.5

#### Setbacks

**Front**

15

**Back**

15

**Side**

0

**Open Space**

--

**Lot Coverage Percentage**

--

**Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).**



**Owner Information**

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

**Property Owner Name**

Townes Development Group LLC

**Company Name**

--

**Owner Address City State Zip**

2245 & 2249 Blue Ridge Blvd

**Owner's Phone Number**

2053683007

**Email Address of Owner**

alciahuey@gmail.com

**By checking this box, I hereby affirm that I am the owner or the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case.**



**Owner Representative/Responsible Party**

Blake Pittman

**Company Name**

--

**Contact Email of Responsible Party**

--

**Mailing Address of Responsible Party**

--

**Phone No. of Responsible Party**

--

**Email Address of Responsible Party**

--

**Project Engineer Information (if applicable)**

**Name**

Bob Easley

**Company**

Alabama Engineering Company

**Mailing Address**

--

**Phone Number**

--


**Email**

--

**Attachments**

 app.pdf

Uploaded by Conrad Garrison on May 31, 2022 at 10:27 am

 Blue Ridge Townhomes Annexation and Rezoning Submittal 03102022 (002).pdf

Uploaded by Conrad Garrison on May 31, 2022 at 10:27 am

 Tree Save- Landscaping Plan.pdf

Uploaded by Conrad Garrison on May 31, 2022 at 10:53 am



zoning.jpg

Uploaded by Conrad Garrison on May 31, 2022 at 2:54 pm

**History**

**Date**

**Activity**

May 31, 2022 at 9:57 am

Conrad Garrison started a draft of Record RZ-22-1



City of Vestavia Hills, AL

06/03/2022

RZ-22-1

## Planning Review

Rezoning Application

**Status:** Complete**Became Active:****Assignee:** Conrad Garrison**Completed:** 05/31/2022

---

### Applicant

Blake Pittman  
blake@taylorburton.com  
3239 Lorna Rd  
Ste.  
Birmingham, AL 35216  
2058227936

---

### Comments

**Conrad Garrison, May 31, 2022 at 10:29am**

Rezoning not final until final plat CC&amp;R's recorded

**Conrad Garrison, Jun 3, 2022 at 9:11am**

Applicant is current in the 90 day annexation process for a 25 unit townhome development. The development would be accessed by a center drive with garage and driveway parking in the rear of the units. The undisturbed area will remain so in accordance with the development plans. Applicant will do some minor improvements to Blue Ridge Blvd. to improve curb and gutter and guardrails.

Site plans, renderings, and tree save plans are attached.

Property is zoned for townhomes and multi-family in the county and project could be considered down-zoning in the City. The property is not contemplated on any land use plan. The property is directly across from Hoover city limits and I-65 ROW.

-





City of Vestavia Hills, AL

06/03/2022

RZ-22-1

## Engineering Review

Rezoning Application

**Status:** Complete**Became Active:** 05/31/2022**Assignee:** Christopher Brady**Completed:** 06/02/2022

---

### Applicant

Blake Pittman  
blake@taylorburton.com  
3239 Lorna Rd  
Ste.  
Birmingham, AL 35216  
2058227936

---

### Comments

**Christopher Brady, Jun 2, 2022 at 3:05pm**

Engineering has initiated preliminary review of submitted plans and discussed comments with developer and design engineer, including on site visits to review grading and drainage.



City of Vestavia Hills, AL

06/03/2022

RZ-22-1

## Fire Marshal Review

Rezoning Application

**Status:** Complete

**Became Active:** 05/31/2022

**Assignee:** Christopher Vines

**Completed:** 05/31/2022

---

### Applicant

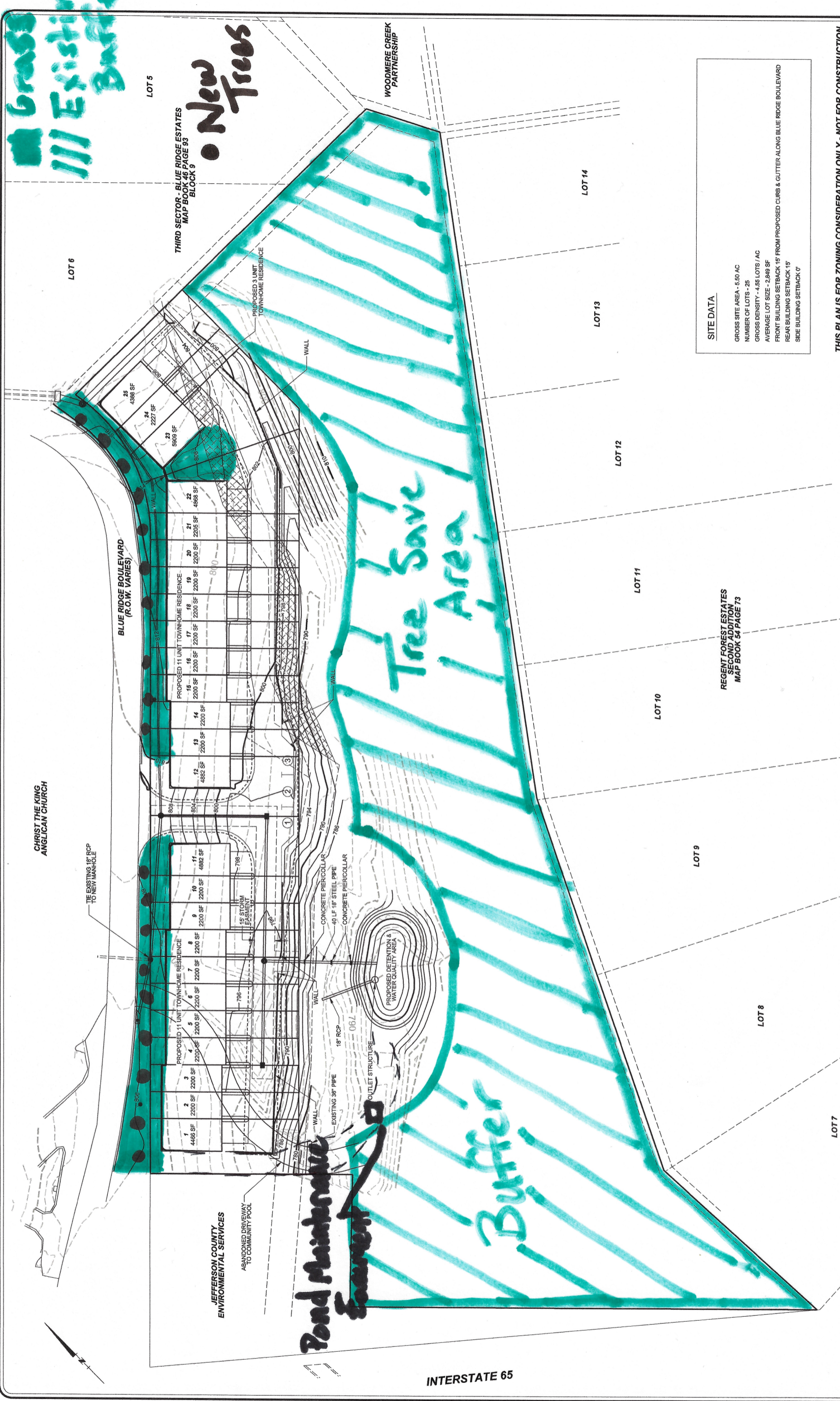
Blake Pittman  
blake@taylorburton.com  
3239 Lorna Rd  
Ste.  
Birmingham, AL 35216  
2058227936

---

### Comments

Christopher Vines, May 31, 2022 at 11:27am

No issues



**SITE DATA**

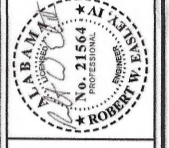
GROSS SITE AREA - 5.50 AC  
 NUMBER OF LOTS - 25  
 GROSS DENSITY - 4.55 LOTS / AC  
 AVERAGE LOT SIZE - 2,848 SF  
 FRONT BUILDING SETBACK 15' FROM PROPOSED CURB & GUTTER ALONG BLUE RIDGE BOULEVARD  
 REAR BUILDING SETBACK 15'  
 SIDE BUILDING SETBACK 0'

**THIS PLAN IS FOR ZONING CONSIDERATION ONLY - NOT FOR CONSTRUCTION.**

No.	Date	By	Checked	Revision Description

Not valid for construction unless signed in this block

Robert W. Esley, IV, PE  
 Date



Alabama  
 No. 21564  
 Robert W. Esley, IV, PE  
 Date

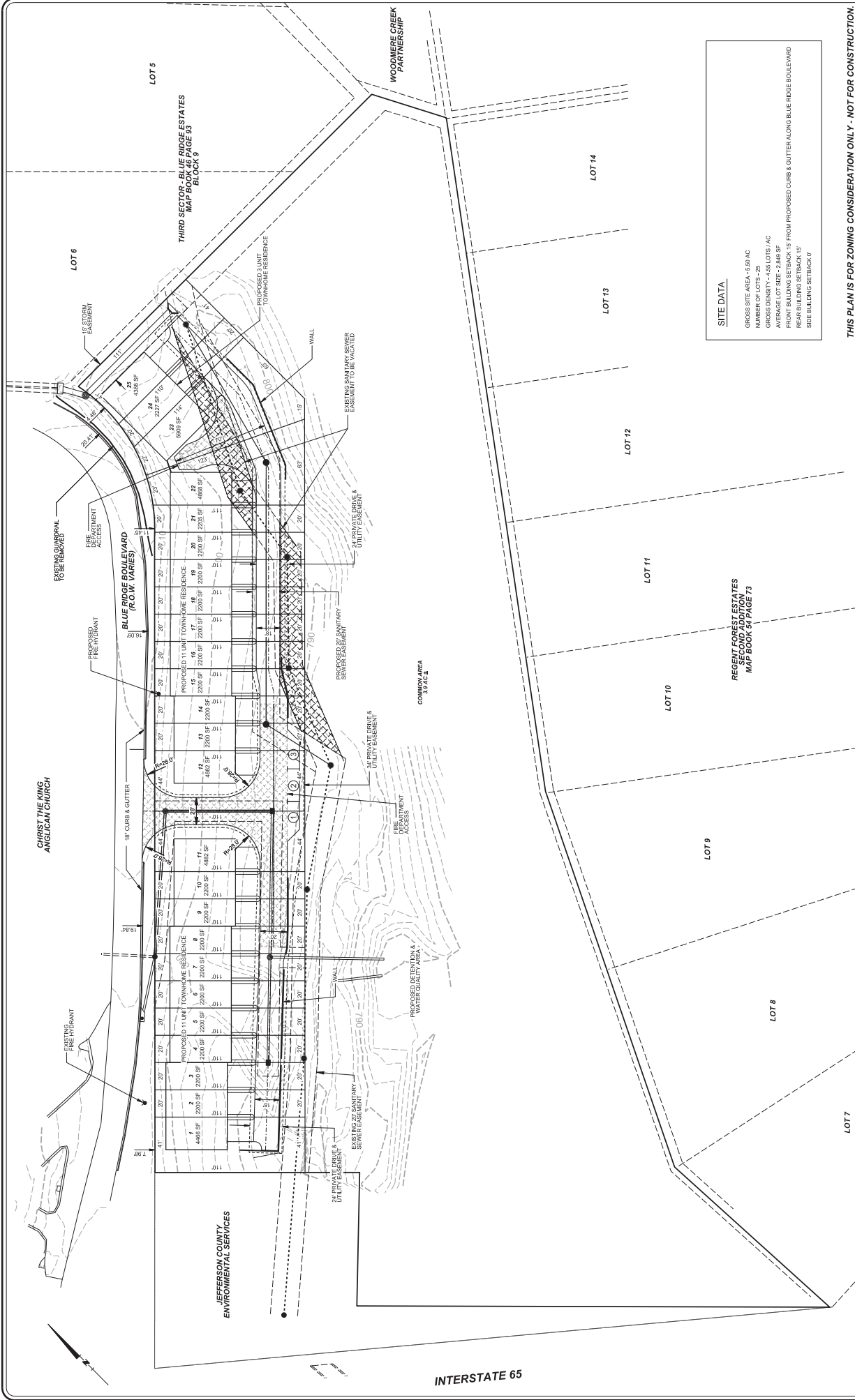
Rezonning Grading & Drainage Plan  
 Blue Ridge Boulevard  
 Taylor Burton Company  
 Jefferson County, Alabama

Alabama Engineering Company, Inc.  
 1214 Alford Avenue, Suite 200  
 Hoover, Alabama 35226  
 Phone (205) 803-2161  
 Fax (205) 803-2162

No.	Date	By	Checked	Revision Description

Scale: 1" = 30'  
 Drawn by: RWBY  
 Checked by: RWE  
 File Name: C:\Users\RWBY\Desktop\Blue Ridge\Blue Ridge\Blue Ridge.dwg  
 Sheet No.: C2.0  
 Sequence No.: 2 of 2

INTERSTATE 65



**SITE DATA**

GROSS SITE AREA - 5.59 AC  
 NUMBER OF LOTS - 25  
 GROSS DENSITY - 4.53 LOTS / AC  
 AVERAGE LOT SIZE - 2,246 SF  
 FRONT BUILDING SETBACK 15' FROM PROPOSED CURB & GUTTER ALONG BLUE RIDGE BOULEVARD  
 REAR BUILDING SETBACK 15'  
 SIDE BUILDING SETBACK 0'

**THIS PLAN IS FOR ZONING CONSIDERATION ONLY - NOT FOR CONSTRUCTION.**

No.	Date	By	Checked	Revision Description

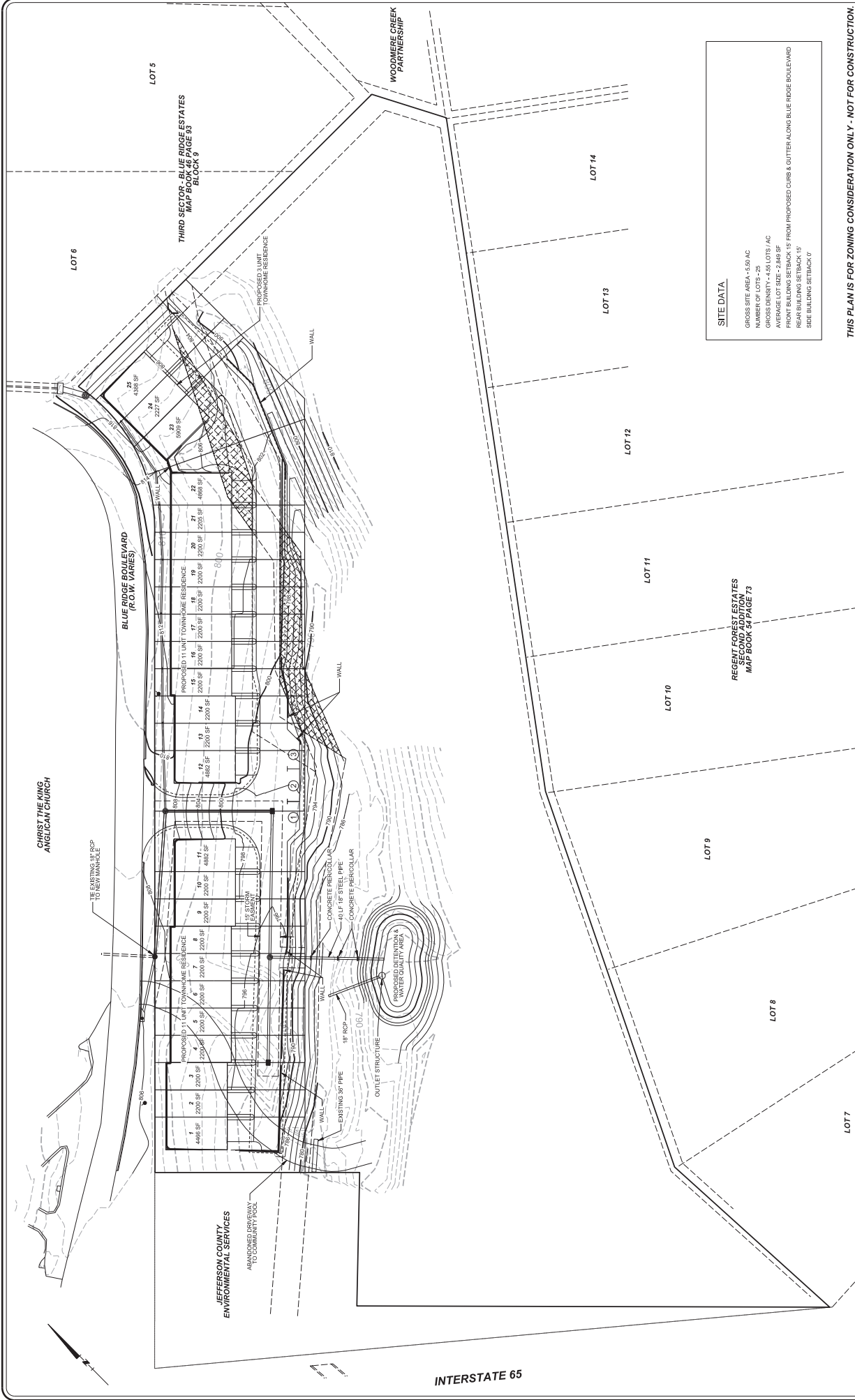
Not valid for construction unless signed in the block			<b>Alabama Engineering Company, Inc.</b> 1214 Alford Avenue, Suite 200 Hoover, Alabama 35226 Phone (205) 803-2161 Fax (205) 803-2162
Robert W. Emley, IV, PE	Date		

Scale: 1" = 40'	Date: 2/1/2022
Drawn by: [Name]	Sheet No. <b>C10</b>
Checked by: [Name]	Sequence No. 1 of 2
File Name: [Name]	Jefferson County, Alabama

<b>Rezoning Site Plan</b>	
Blue Ridge Boulevard	
Taylor Burton Company	



**SITE DATA**

GROSS SITE AREA - 5.59 AC  
 NUMBER OF LOTS - 25  
 GROSS DENSITY - 4.58 LOTS / AC  
 AVERAGE LOT SIZE - 2,846 SF  
 FRONT BUILDING SETBACK 15' FROM PROPOSED CURB & GUTTER ALONG BLUE RIDGE BOULEVARD  
 REAR BUILDING SETBACK 15'  
 SIDE BUILDING SETBACK 0'

**THIS PLAN IS FOR ZONING CONSIDERATION ONLY - NOT FOR CONSTRUCTION.**

No.	Date	By	Checked	Revision Description

Not valid for construction unless signed in the block

Robert W. Emley, IV, PE  
 Date



**Alabama Engineering Company, Inc.**  
 1214 Alford Avenue, Suite 200  
 Hoover, Alabama 35226  
 Phone (205) 803-2161  
 Fax (205) 803-2162

**Regreining Grading & Drainage Plan**  
 Blue Ridge Boulevard  
 Taylor Burton Company  
 Jefferson County, Alabama

**REGENT FOREST ESTATES**  
 MAP BOOK 54 PAGE 73

**THIRD SECTOR - BLUE RIDGE ESTATES**  
 MAP BOOK 46 PAGE 43

**WOODMERE CREEK PARTNERSHIP**

**CHRIST THE KING ANGLICAN CHURCH**

**JEFFERSON COUNTY ENVIRONMENTAL SERVICES**  
 ABANDONED DRIVEWAY TO COMMUNITY POOL

**INTERSTATE 65**

**Scale:** 1" = 40'  
**Date:** 3/1/2022  
**Drawn by:**  
**Checked:**  
**WFE**  
**File Name:**  
**Sequence No.:** C2.0  
**Sheet No.:** 2 of 2

**ORDINANCE NUMBER 3122**

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

**WHEREAS**, on the 27th day of June, 2022, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2245 and 2249 Blue Ridge Blvd  
Taylor Burton and Donald & Alicia Huey, Owner(s)

More particularly described as follows:

Parcel 1. Commence at the Northeast corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 35, Township 18 South, Range 3 West, and run west along the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for 256.34 feet; thence 45 degrees 17 minutes left and Southwesterly for 452.99 feet; thence 90 degrees and 00 minutes left and run Southeasterly for 25.00 feet to the point of beginning of the parcel of land herein described; thence continue Southeasterly along last stated course for 150.00 feet; thence 90 degrees 00 minutes left and run Northeasterly for 100.00 feet; thence 90 degrees 00 minutes right and run Southeasterly for 146.74 feet to a point on the Northwesterly property line of Lot 0, Block 9 or Regent Forest Estates Second Addition as recorded in Map Book 54, Page 73 in the Office of the Judge of Probate of Jefferson County, Alabama, said point being 108.31 feet Northeasterly of Southwesterly corner of said Lot 9, thence 70 degrees 54 minutes right and run Southwesterly for 261.96 feet to the Southwest corner of Lot 8, Block 9 of said Regent Forest Estates, Second Addition; thence 28 degrees 56 minutes left and run Southerly along Westerly property line of Lot 7, Block 9 of said Regent Forest Estates, Second addition for 153.23 feet, thence 138

degrees 02 minutes right run Northwesterly for 346.39 feet thence 90 degrees 00 minutes right and run Northeasterly for 100.00 feet thence 90 degrees 00 minutes left and run Northwesterly for 150.00 feet thence 90 degrees 00 minutes right and run Northeasterly for 150.00 feet to the point of beginning. This parcel of land being Lot 5, Block 1, according to the survey of Regent Forest Estates, Eighth Addition, Jefferson County, Alabama, Map Book 62, Page 22-A.

Parcel 2. parcel of land located in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 18, Range 3 West, which was formerly known as Lots 1-4, in Block 1, of Regent Forest, 8th Addition, as recorded in Map Book 68, Page 22, in the Office of the Judge of Probate of Jefferson County, Alabama, said subdivision having been vacated by that certain instrument in Real Volume 84, Page 526, in said Probate Office. This parcel of land is as follows: Begin at the Northeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 18, South Range 2 West; thence turn Southerly an angle of 125 degrees 29 minutes and run a distance of 58.59 feet to a point, which is the Northwest corner of Lot 15, Block 9, in Regent Forest Estates Second Addition, as recorded in Map Book 54, page 73, in the Office of the Probate Judge of Jefferson County, Alabama; thence turn Southwesterly an angle of 108 degrees 20 minutes and run Southwesterly a distance of 500.10 feet along the rear lot lines of Lots 14, 13, 12, 11 and 10, Block 9, in aforesaid Regent Forest Estates 2nd Addition subdivision to a point that is the Northwest Corner of Lot 10, Block 9, in said subdivision; thence turn an angle to the left of 169 degrees 04 minutes and 30 seconds and run Southwesterly 28.59 feet along the rear lot line of Lot 9, Block 9, in said subdivision to a point; thence turn an angle to the right of 70 degrees 54 minutes and run Northwesterly 146.74 feet to a point; thence turn an angle to the left of 90 degrees and run Southwesterly 100 feet to a point; thence turn an angle to the right of 90 degrees and run 150 feet to a point on the south boundary line of the Blue Ridge Blvd. Right of Way, then turn an angle to the right of 90 degrees and run Northeasterly along the said South boundary line of Blue Ridge Blvd. a distance of 440.75 feet to the point of intersection of the said South boundary line of the Southwest  $\frac{1}{4}$  of Section 35, Township 18 South, Range 2 West, in Jefferson County, Alabama; then turn an angle to the right and run Eastward along the North line of quarter-quarter section a distance of 296.1 feet to the point of beginning.

2. **BE IF FURTHER ORDAINED**, that said rezoning is conditioned upon the following conditions:

- a) That private restrictive covenants be filed to preserve and protect the rear portion of the property left undeveloped pursuant to this preliminary plat to be left primitive and undeveloped with only the removal of diseased or dead trees;

- b) That buffering to be provided for the private residence located beside this development pursuant to the buffering requirements of the zoning code;
- c) For both areas to be maintained and preserved by the proposed homeowner's association; and
- d) That the zoning not become effective until the CC&Rs are filed in the Office of the Judge of Probate with a copy submitted to the City Clerk prior to the effective date of the ordinance becoming effective.

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

4. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law.

**ADOPTING and APPROVED** this the 26th day of September, 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 # 3122 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia



Hills on the 26th day of September, 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





# City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-22-1

Owner Name: Townes Development Group LLC

Owner Address: 2245 & 2249 Blue Ridge Blvd

Representative: Blake Pittman

Rep. Address:

Project Address: 2245 & 2249 Blue Ridge Blvd

Legal Description:  
Parcel ID Number:

Current Zoning: JC R-T (Townhomes), JC R-4 (Multi-Family) JC R-2 (Single Family)

Requested Zoning: VH R-9

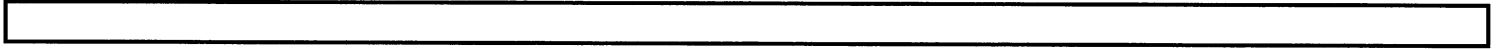
Intended Purpose: 25 unit townhome development

**MOTION** Mr. Sykes made a motion to recommend Rezoning from JC R-T, JC R-2, & JC R-4 to Vestavia Hills R-9 for the property located at 2245 & 2249 Blue Ridge Blvd. subject to the following conditions: that the developer file and record private restrictive covenants that (1) preserves and protects the rear portion of the property left undeveloped pursuant to this preliminary plat to be left primitive and undeveloped with only the removal of diseased or dead trees; (2) that buffering to be provided for the private residence located beside this development pursuant to the buffering requirements of the zoning code; (3) for both areas to be maintained and preserved by the proposed homeowner's association; and (4) that the zoning not become effective until the CC&Rs are filed in the Office of the Judge of Probate with a copy submitted to the City Clerk prior to the effective date of the ordinance becoming effective Second was by Mr. Farrell. Motion was carried on a roll call; vote as follows:

P&Z Recommendation :

- |                    |                   |
|--------------------|-------------------|
| Mr. Maloof– yes    | Mr. Farrell – yes |
| Mr. Honeycutt– yes | Mr. Sykes – yes   |
| Mr. Larson – yes   | Ms. Vercher – yes |
- Motion carried.

Date of P&Z Meeting:

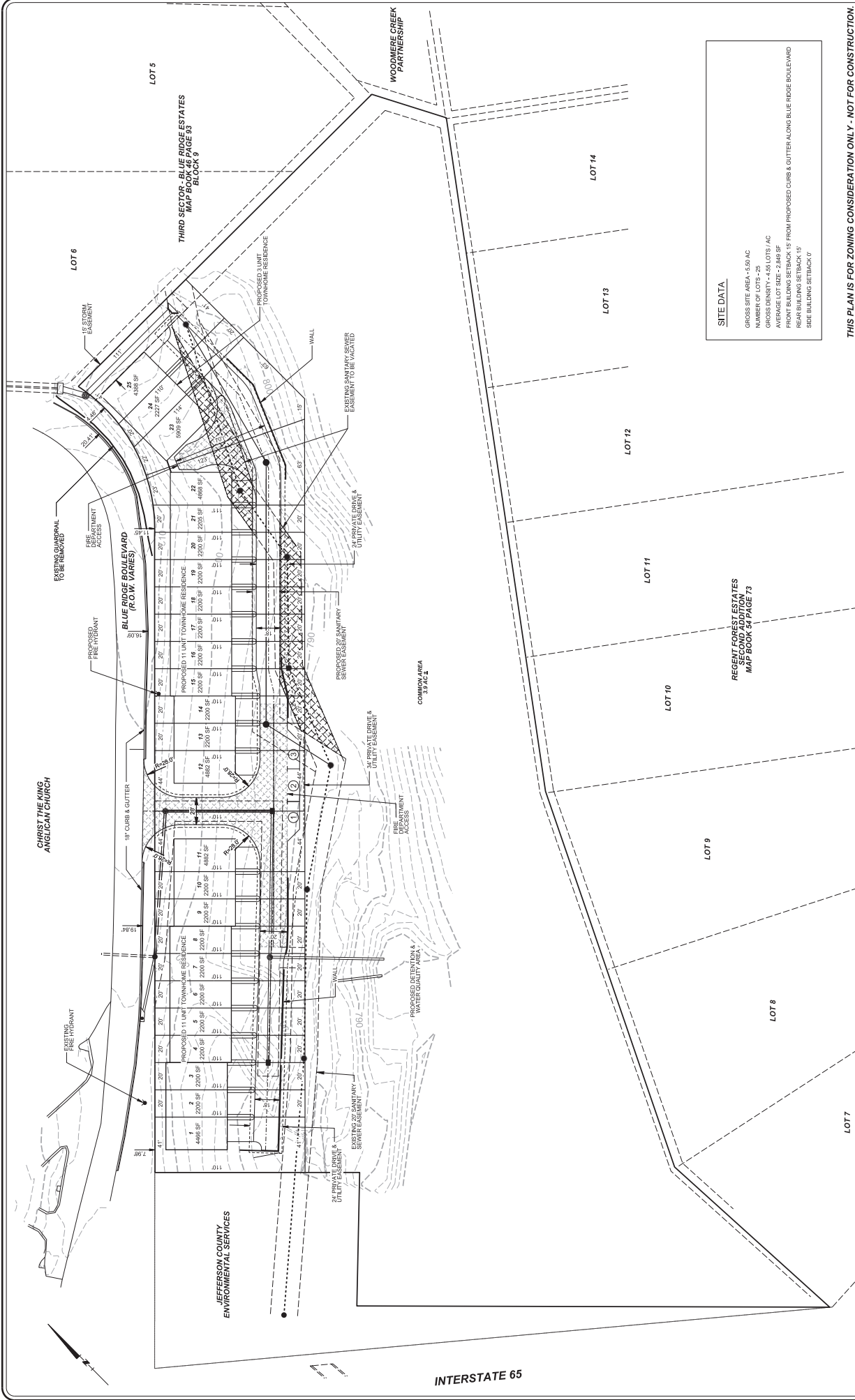


Authorized by:

Vestavia Hills Planning and Zoning Commission, Michael  
Vercher, Chair

Issued by:

Conrad Garrison, City Planner



**SITE DATA**

GROSS SITE AREA - 5.59 AC  
 NUMBER OF LOTS - 25  
 GROSS DENSITY - 4.53 LOTS / AC  
 AVERAGE LOT SIZE - 2,246 SF  
 FRONT BUILDING SETBACK 15' FROM PROPOSED CURB & GUTTER ALONG BLUE RIDGE BOULEVARD  
 REAR BUILDING SETBACK 15'  
 SIDE BUILDING SETBACK 0'

**THIS PLAN IS FOR ZONING CONSIDERATION ONLY - NOT FOR CONSTRUCTION.**

No.	Date	By	Checked	Revision Description

Not valid for construction unless signed in the block			<b>Alabama Engineering Company, Inc.</b> 1214 Alford Avenue, Suite 200 Hoover, Alabama 35226 Phone (205) 803-2161 Fax (205) 803-2162
Robert W. Emley, IV, PE	Date		

Scale: 1" = 40'	Date: 3/1/2022
Drawn by: [Name]	Sheet No. <b>C10</b>
Checked: [Name]	Sequence No. 1 of 2
File Name: [Name]	Jefferson County, Alabama

<b>Rezoning Site Plan</b>	
Blue Ridge Boulevard	
Taylor Burton Company	



**Annexation Committee Petition Review**

Property: 2245 & 2249 Blue Ridge Blvd

Owners: Taylor Burton

Date: 5/04/2020

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 \_\_\_\_\_  
Drainage needs updating
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \_\_\_\_\_. Meets city criteria: Yes  No   
Comment: N/A
6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes  No   
Number of total homes \_\_\_\_\_ Number in city \_\_\_\_\_
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 \_\_\_\_\_  
N/A

Property: 2245 & 2249 Blue Ridge Blvd

8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ 1200 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: Dev of 38 Townhomes

\_\_\_\_\_  
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: 2245 & 2249 Blue Ridge Blvd

*C Brady*

**2245/2249 Blue Ridge Blvd** -- concerns noted; roadway in fair condition, but shoulder improvements are needed to assist with drainage flow; appears to be a clogged or obstructed crossdrain pipe limiting flow of water. Significant drainage way crosses this property; and combined with steepness of grades will make development a challenge. Submitted engineering plans are dated 2015 and will need to be updated to meet current City standards. Geotechnical report for slope stability and a traffic impact analysis will be required for engineering approval of presented development plans.

---

**Police Department:**

Date: 3/18/2020

Initials: CW

Comments: No problem.

---

**Fire Department:**

Date: 3/20/2020

Initials: R Farrell

Comments: n/p via email

---

**Board of Education:**

Date: 3/19/2020

Initials: S Bendale

The single family homes we have non-issue with and they would fall into our accepted ratio plan. The 38 townhomes can be an issue with us and the system. Provided these are priced at a value that deters entry level into Vestavia we may be okay with you his. In large, we are not in favor of mass building projects that could cause added stress on our student population and facilities.

---

*R*

**PARCEL #:** 29 00 35 1 001 013.000  
**OWNER:** HUEY DONALD W  
**ADDRESS:** 3535 GRANDVIEW PKWY STE 550 BIRMINGHAM AL 35243-1..  
**LOCATION:** 2249 BLUE RIDGE BLVD BHAM AL 35226

Baths: **0.0** H/C Sqft: **0**  
**18-023.0** Bed Rooms: **0** Land Sch: **A114**  
 Land: **97,500** Imp: **0** Total: **97,500**  
 Acres: **0.000** Sales Info: **05/01/2007** **\$150,000**

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**  
 PROPERTY CLASS: 2 OVER 65 CODE:  
 EXEMPT CODE: DISABILITY CODE:  
 MUN CODE: 01 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1  
  
 CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$97,500.00 BOE VALUE: 0

**VALUE**  
 LAND VALUE 10% \$0  
 LAND VALUE 20% \$97,500  
 CURRENT USE VALUE [DEACTIVATED] \$0  
  
 TOTAL MARKET VALUE [APPR. VALUE: \$97,500]: \$97,500  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$19,500	\$126.75	\$0	\$0.00	\$126.75
COUNTY	2	1	\$19,500	\$263.25	\$0	\$0.00	\$263.25
SCHOOL	2	1	\$19,500	\$159.90	\$0	\$0.00	\$159.90
DIST SCHOOL	2	1	\$19,500	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$19,500	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$19,500	\$99.45	\$0	\$0.00	\$99.45
SPC SCHOOL2	2	1	\$19,500	\$327.60	\$0	\$0.00	\$327.60
<b>ASSD. VALUE: \$19,500.00</b>				<b>\$976.95</b>		<b>GRAND TOTAL: \$976.95</b>	

**FULLY PAID**

**DEEDS**

INSTRUMENT NUMBER	DATE
<a href="#">200708-15136</a>	05/21/2007
<a href="#">0-0</a>	08/19/1996

**PAYMENT INFO**

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/5/2021	2021	TOWNES DEVELOPMENT GROUP LLC	\$976.95
11/20/2020	2020	TOWNES DEVELOPMENT GROUP LLC	\$976.95
10/17/2019	2019	-	\$976.95
11/6/2018	2018	TOWNS DEVELOPMENT GROUP LLC	\$976.95
10/30/2017	2017	TOWNES DEVELOPMENT GROUP	\$976.95
10/24/2016	2016	TOWNES DEVELOPMENT GROUP, LLC.	\$1,045.09
10/14/2015	2015	TOWNES DEVELOPMENT GROUP, LLC	\$976.95
10/8/2014	2014	TOWNES DEVELOPMENT GROUP, LLC	\$991.95
11/7/2013	2013	TOWNES DEVELOPMENT GROUP, LLC	\$991.95

**PARCEL #:** 29 00 35 1 001 001.004  
**OWNER:** HUEY DONALD W & ALICIA G  
**ADDRESS:** 1216 PERTHSHIRE CT BIRMINGHAM AL 35242-6076  
**LOCATION:** 2245 BLUE RIDGE BLVD BHAM AL 35226

Baths: **0.0** H/C Sqft: **0**  
**50-028.0** Bed Rooms: **0** Land Sch: **\$156**  
 Land: **125,200** Imp: **0** Total: **125,200**  
 Acres: **0.000** Sales Info: **05/01/2009 \$120,000**

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

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**  
 PROPERTY CLASS: 2 OVER 65 CODE:  
 EXEMPT CODE: DISABILITY CODE:  
 MUN CODE: 01 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1  
  
 CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$125,200.00 BOE VALUE: 0

**VALUE**  
 LAND VALUE 10% \$0  
 LAND VALUE 20% \$125,200  
 CURRENT USE VALUE [DEACTIVATED] \$0  
  
 TOTAL MARKET VALUE [APPR. VALUE: \$125,200]: \$125,200  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$25,040	\$162.76	\$0	\$0.00	\$162.76
COUNTY	2	1	\$25,040	\$338.04	\$0	\$0.00	\$338.04
SCHOOL	2	1	\$25,040	\$205.33	\$0	\$0.00	\$205.33
DIST SCHOOL	2	1	\$25,040	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$25,040	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$25,040	\$127.70	\$0	\$0.00	\$127.70
SPC SCHOOL2	2	1	\$25,040	\$420.67	\$0	\$0.00	\$420.67
<b>ASSD. VALUE:</b>			<b>\$25,040.00</b>				
				<b>\$1,254.50</b>			
						<b>GRAND TOTAL:</b>	<b>\$1,254.50</b>

**FULLY PAID**

**DEEDS**

INSTRUMENT NUMBER	DATE
<a href="#">200906-18431</a>	05/28/2009
<a href="#">9904-5541</a>	03/17/1999

**PAYMENT INFO**

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/5/2021	2021	TOWNES DEVELOPMENT GROUP LLC	\$1,254.50
11/20/2020	2020	TOWNES DEVELOPMENT GROUP LLC	\$1,254.50
10/17/2019	2019	-	\$1,254.50
11/6/2018	2018	TOWNS DEVELOPMENT GROUP LLC	\$1,254.50
10/30/2017	2017	TOWNES DEVELOPMENT GROUP	\$1,254.50
10/24/2016	2016	TOWNES DEVELOPMENT GROUP, LLC.	\$1,254.50
10/14/2015	2015	TOWNES DEVELOPMENT GROUP, LLC	\$1,254.50
10/8/2014	2014	TOWNES DEVELOPMENT GROUP, LLC	\$1,269.50
11/7/2013	2013	TOWNES DEVELOPMENT GROUP, LLC	\$1,269.50

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: February 28, 2020

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

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

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

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

**Contact:****Taylor Burton****Taylor Burton Company, Inc.****3239 Lorna Road, Suite 108****Birmingham, AL 35216****205-822-7936**

EXHIBIT "A"

LOT: 2 parcels - metes and bounds  
 BLOCK: (see attached legal descriptions)  
 SURVEY: \_\_\_\_\_

RECORDED IN MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: parcel 1 - RT; parcel 2 - R4

COMPATIBLE CITY ZONING: \_\_\_\_\_

## LEGAL DESCRIPTION (METES AND BOUNDS):

**PARCEL #1**

Commence at the Northeast corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 35, Township 18 South, Range 3 West, and run west along the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for 256.34 feet; thence 45 degrees 17 minutes left and Southwesterly for 452.99 feet; thence 90 degrees and 00 minutes left and run Southeasterly for 25.00 feet to the point of beginning of the parcel of land herein described; thence continue Southeasterly along last stated course for 150.00 feet; thence 90 degrees 00 minutes left and run Northeasterly for 100.00 feet; thence 90 degrees 00 minutes right and run Southeasterly for 146.74 feet to a point on the Northwesterly property line of Lot 9, Block 9 or Regent Forest Estates Second Addition as recorded in Map Book 54, Page 73 in the Office of the Judge of Probate of Jefferson County, Alabama, said point being 108.31 feet Northeasterly of Southwesterly corner of said Lot 9, thence 70 degrees 54 minutes right and run Southwesterly for 261.96 feet to the Southwest corner of Lot 8, Block 9 of said Regent Forest Estates, Second Addition; thence 28 degrees 56 minutes left and run Southerly along Westerly property line of Lot 7, Block 9 of said Regent Forest Estates, Second addition for 153.23 feet, thence 138 degrees 02 minutes right run Northwesterly for 346.39 feet thence 90 degrees 00 minutes right and run Northeasterly for 100.00 feet thence 90 degrees 00 minutes left and run Northwesterly for 150.00 feet thence 90 degrees 00 minutes right and run Northeasterly for 150.00 feet to the point of beginning. This parcel of land being Lot 5, Block 1, according to the survey of Regent Forest Estates, Eighth Addition, Jefferson County, Alabama, Map Book 62, Page 22-A.

**PARCEL #2**

A parcel of land located in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 18, Range 3 West, which was formerly known as lots 1-4, in Block 1, of Regent Forest, 8th Addition, as recorded in Map Book 68, Page 22, in the Office of the Judge of Probate of Jefferson County, Alabama, said subdivision having been vacated by that certain instrument in Real Volume 84, Page 526, in said Probate Office. This parcel of land is as follows:

Begin at the Northeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 18, South Range 2 West; thence turn Southerly an angle of 125 degrees 29 minutes and run a distance of 58.59 feet to a point, which is the Northwest corner of Lot 15, Block 9, in Regent Forest Estates Second Addition, as recorded in Map Book 54, page 73, in the Office of the Probate Judge of Jefferson County, Alabama; thence turn Southwesterly an angle of 108 degrees 20 minutes and run Southwesterly a distance of 500.10 feet along the rear lot lines of Lots 14, 13, 12, 11 and 10, Block 9, in aforesaid Regent Forest Estates 2nd Addition subdivision to a point that is the Northwest Corner of Lot 10, Block 9, in said subdivision; thence turn an angle to the left of 169 degrees 04 minutes and 30 seconds and run Southwesterly 28.59 feet along the rear lot line of Lot 9, Block 9, in said subdivision to a point; thence turn an angle to the right of 70 degrees 54 minutes and run Northwesterly 146.74 feet to a point; thence turn an angle to the left of 90 degrees and run Southwesterly 100 feet to a point; thence turn an angle to the right of 90 degrees and run 150 feet to a point on the south boundary line of the Blue Ridge Blvd. Right of Way; then turn an angle to the right of 90 degrees and run Northeasterly along the said South boundary line of Blue Ridge Blvd. a distance of 440.75 feet to the point of intersection of the said South boundary line of the Southwest  $\frac{1}{4}$  of Section 35, Township 18 South, Range 2 West, in Jefferson County, Alabama; then turn an angle to the right and run Eastward along the North line of quarter-quarter section a distance of 296.1 feet to the point of beginning.

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

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>David Huey</u>	Lot	Block	Survey	<u>see attached exhibit</u>
<u>Alicia Huey</u>	Lot	Block	Survey	<u>see attached exhibit</u>
<u>Myra Burke</u>	<u>(agent for owners)</u>			

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

STATE OF ALABAMA

Jefferson COUNTY

Alicia Huey 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.

Alicia Huey  
Signature of Certifier

Subscribed and sworn before me this the 28<sup>th</sup> day of February, 2020.



Leslie W Rully  
Notary Public

My commission expires: 2-3-21

**ORDINANCE NUMBER 3123**

**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 APPROVE THE THIRD AMENDMENT TO PATCHWORK FARM PLANNED UNIT DEVELOPMENT ZONING APPLICATION AND DEVELOPMENT PLAN DATED JULY 12, 2022, TO INCREASE THE NUMBER OF ATTACHED DWELLING UNITS WITHIN CERTAIN PROPERTY WITHIN THE PATCHWORK FARM PLANNED UNIT DEVELOPMENT TO A MAXIMUM OF 37 UNITS**

**WHEREAS**, on February 23, 2009, the City Council of the City of Vestavia Hills, Alabama adopted and approved Ordinance Number 2253 to rezone 87 +/- acres known as Patchwork Farms pursuant to the Patchwork Farm Planned Unit Development Zoning Application Development Plan dated December 3, 2008 (revised 2/26/09) (the “Patchwork Farms PUD Plan”); and

**WHEREAS**, on September 14, 2014, the City Council adopted and approved Ordinance Number 2532 to adopt the First Amendment to the Patchwork Farms Planned Unit Development Plan dated July 10, 2014; and

**WHEREAS**, on November 26, 2018, the City Council adopted and approved Ordinance Number 2807 to adopt the Second Amendment to the Patchwork Farms Planned Unit Development Plan dated September 6, 2018; and

**WHEREAS**, a owner of property subject to the Patchwork Farms PUD Plan has filed a Third Amendment to the Patchwork Farms PUD Plan dated July 12, 2022 (the “Third Amendment”) requesting, but not limited to, the following:

- As a result of a property owner’s desire to construct thirty-seven (37) attached residential units on property described as Lots 5A and 5C, Patchwork Farms Lot 5 Resurvey Final Plat “Christopher Property”, as recorded in Map Book 241, Page 37, Probate Office of Jefferson County, Alabama, the maximum attached residential units density under the Patchwork Farms PUD Plan will require a 7-unit increase for a total of 37 dwelling units.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Third Amendment, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution, be, and hereby is approved by the City Council of the City of Vestavia Hills, Alabama.

**BE IT FURTHER 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, be further amended so as to allow the following described real property (which is subject to the Patchwork Farms PUD Plan) to construct seven (7) additional single family attached units for a total of 37 dwelling units and that all necessary easements be recorded and a copy submitted to the Office of the City Clerk to be affixed to this Ordinance prior to effective date of this Ordinance:

Lots 5A and 5C, Patchwork Farms Lot 5 Resurvey Final Plat “Christopher Property”  
Christopher, LLC, owner(s); and

**APPROVED and ADOPTED** this the 26<sup>th</sup> day of September 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**CERTIFICATION:**

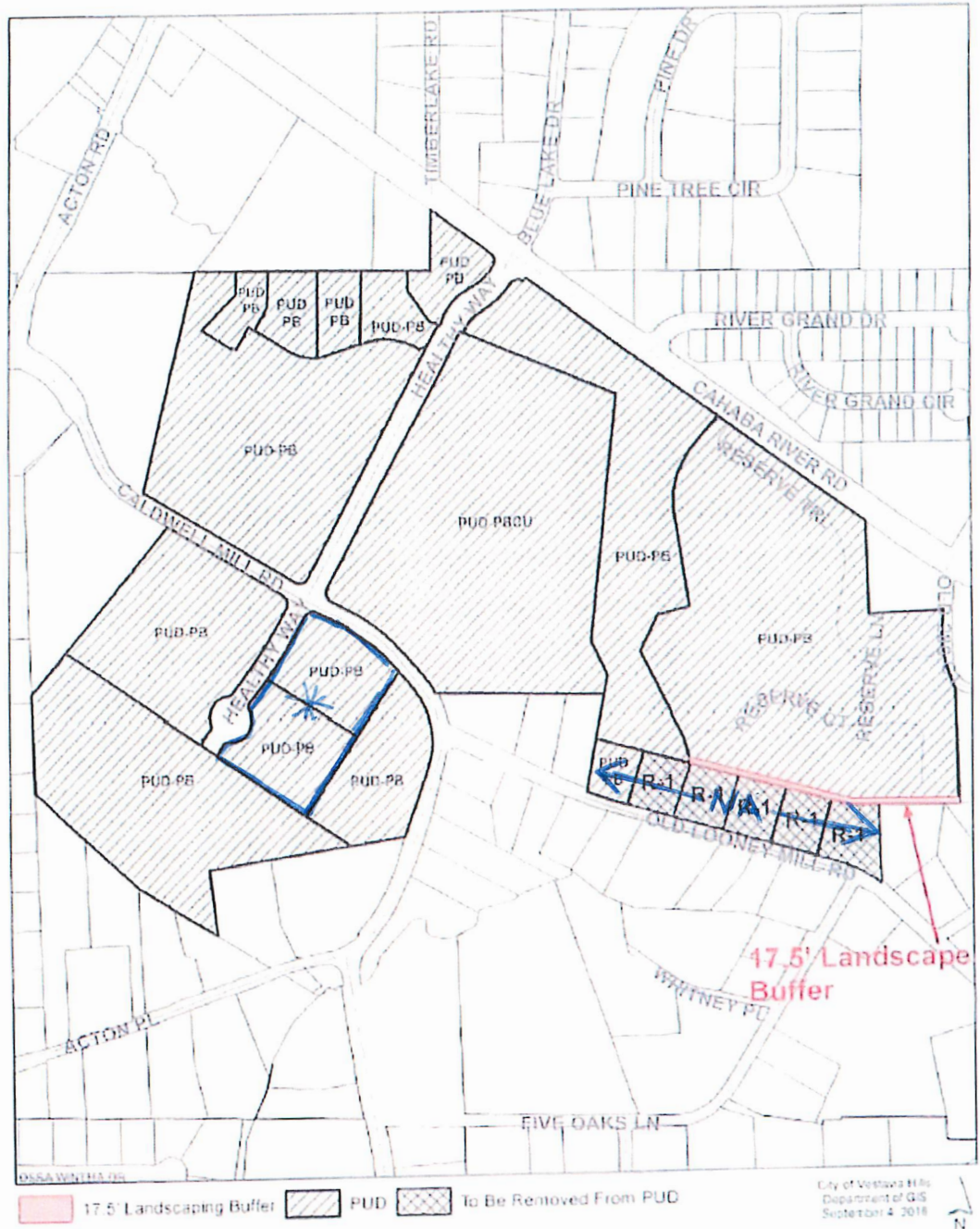
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #3123 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 26<sup>th</sup> day of September 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

Exhibit A

2nd Amendment to Patchwork Farms PUD



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

Date: **AUGUST 11, 2022**

- **CASE:** P-0822-19
- **REQUESTED ACTION:** Increasing Patchwork Farms PUD Condo Limit From 30 to 37
- **ADDRESS/LOCATION:** Patchwork Farms
- **APPLICANT/OWNER:** Christopher, LLC Et Al
- **GENERAL DISCUSSION:** The request is to amend the Patchwork Farms PUD regulations, lifting the cap on condo units from 30 to 37. The condo units would be part of a development that includes a hotel, retail, and parking garage.

The proposed site plan and rationale are included. The proposed site plan does change traffic patterns in and around the PUD. Ingress/egress easements between lots in the PUD will be required. The rise in the condo unit cap is the only thing considered and requiring approval with this request. All other requirements of the Patchwork Farms PUD will be followed.

- **PATCHWORK FARMS PUD:** The request is consistent with the PUD for planned 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.

**City Planner Recommendation:** Staff recommends the following conditions: A. Amendment not final until all ingress/egress easements are recorded and submitted to the City.

2. **City Engineer Review:** Traffic study will be required before permitting.
3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Farrell made a motion to A Planned Unit Development Amendment For Patchwork Farms To Increase The Number Of Approved Condo Units From 30 To 37 for the property located at Patchwork Farms with the following condition

1. All necessary easement documents shall be submitted to the City Clerk's Office and recorded.

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

Mr. Maloof– yes

Mr. Farrell – yes

Mr. Honeycutt– yes

Mr. Sykes – yes

Mr. Larson – yes

Ms. Vercher – yes

Motion carried.

3.c. Plan. A Master Development Plan of the PUD and any maps necessary to show the following information: (applicable to this property only)

(1) The direction of north, appropriate scale and topography (in no greater than ten (10) feet contour intervals), waterways, flood plains, wetlands, forest cover and known areas of subsurface mining or environmental hazards;

We have provided a full site survey as prepared by Southern Point Surveying in July 2021.

(2) The location of the various land uses by PUD land use districts as listed in §6.9.5 hereof;

Lot 5C: Mixed Use

- Planned Business (Retail)
- Planned Single-Family Residential (Condos)

(3) The location of any existing and proposed public or private streets and streets, greenbelts, buffers, natural or man-made open spaces, schools, parks and community service areas within and adjacent to the project area; and

The project is located at the intersection of two public streets, Caldwell Mill Road and Healthy Way. We have provided a site survey for the Boundary and Topographic features performed by Southern Point Surveying in July 2021. The requested information is indicated in that survey.

(4) The location of any proposed gates for control of access on public and private streets.

There are no proposed gates for control of access to any public or private streets.

4. Planning Criteria.

4.a. A legal description of the total site proposed for the PUD;

Lots 5A and 5C, according to the Survey of the Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

4.b. A general description of the surrounding area, including current zoning and/or land uses;

Patchwork Farms provides a unique destination serving to attract a mixture of retail, dining, residential, and commercial uses that will increase the available revenue base the City utilizes to support community services and schools. The 82+/- acre property is ideally suited to accommodate this diversity of uses when comprehensively planned in accordance with the Planned Unit Development Zoning Classification established pursuant to the City Code.

The base zoning districts for Patchwork Farms Parcels are reflected in the attached Exhibits and provide as follows:

<u>Land Use District</u>	<u>Gross Acreage (approximate)</u>
Planned Single Family (PR-1)	3.09 Acres
<u>Planned Business (PB)*</u>	<u>78.79 Acres</u>
Total	82.46 Acres

The buildings and uses within Patchwork Farms shall generally comply with the Zoning Code of the City of Vestavia Hills, Alabama, the Patchwork Farms Planned Unit Development Zoning Application and

Development Plan and the First Amendment thereto, the Patchwork Farms Commercial Declaration of Covenants, Conditions and Restrictions and any amendments thereto, as applicable, except as specifically set forth herein.

4.c. A statement of planning objectives to be achieved by the PUD through the particular approach proposed by the applicant. The statement should include a description of the character of the proposed development and the rationale behind the assumptions and projections made by the applicant in relation to the over-all community growth;

The Patchwork Farms Plan has been conceived in accordance with the following planning objectives:

- To advance the vision for Patchwork Farms as contemplated by the Patchwork Farms Charrette by (i) creating a mixture of retail, commercial, institutional, residential, and recreational uses that will contribute to the vitality of the City of Vestavia Hills as a whole, (ii) providing opportunities for recreation and community activity, (iii) providing infrastructure to support contemplated development, and (iv) enhancing the shopping, dining, and entertainment choices in the City.
- To reinforce the character and vision for Patchwork Farms as a pedestrian friendly, community-oriented destination, while incorporating flexibility in design and operation that is critical to attract and maintain a strong core of retail, restaurant, and commercial tenants.
- To cultivate a family-friendly environment through amenities such as green spaces, walking trails, sidewalks, and plazas that will encourage and invite leisurely strolls, dining, shopping, and community activities.
- To design, construct, and operate Patchwork Farms in a manner that is appropriate for its surroundings and that attempts to minimize the impacts on adjacent neighborhoods by focusing on transitions between uses, setbacks, topography, vegetation, screening, and green space.
- To reinforce the positive image that is enjoyed by City of Vestavia Hills, by emphasizing architectural quality, providing attractive and pedestrian oriented streetscapes, and by maintaining rich landscaping and green space.
- To provide for efficient traffic circulation within Patchwork Farms by introducing street, infrastructure, and parking improvements focused on convenience, accessibility, and ease of movement.
- To minimize disruptions to the community through the efficient sequencing and scheduling of construction activity intended to minimize the time necessary for project delivery.
- To employ the efficient and economical arrangement of buildings, lots, uses, circulation, and supporting infrastructure than would otherwise be feasible under the traditional zoning classifications.

4.d. Of the development is to be in phases or stages, a general discussion of how the phases or staging is to proceed and an estimated date when the PUD will begin;

Depending on a variety of factors, construction would begin in December 2022/January 2023 with an 18-22 month construction window. Condos and retail spaces will be pre-sold and pre-leased. Construction will begin with the residences and parking deck, followed by the Hotel. The development should be completed by summer of 2024.

4.e. General delineation of the various land use districts within the PUD, indicating for each such district its general size in terms of estimated total number of acres, with the exact boundaries of each such area to be determined by plat approved by the Commission;

Land Use District  
Planned Single Family (PR-1)

Gross Acreage (approximate)  
3.09 Acres

<u>Planned Business (PB)*</u>	<u>78.79 Acres</u>
Total	82.46 Acres

4.f. A calculation of the residential density in dwelling units per gross acre including interior roadways, and including maximum density in units per acre, and densities for all other land use districts within the PUD;

Residences at Alta 37 units on 2 acres – ~18.5 units per acre.

4.g. Development criteria which shall include:

(1) setbacks or other location methods, minimum finished floor areas, sign criteria, building heights, off-street parking requirements for each proposed land use district, and/or any other development criteria which the applicant may propose,

Lot frontage along Healthy Way has a 5'-0" utility easement that will be maintained. 20'-0" Sanitary Sewer Easement straddling lots 5A and 5C shall be maintained. Building Heights may not exceed ten (10) stories as following regulations for Planned Office (PO) – per email exchange with Rebecca Leavings and Jack Wakefield in January of 2020. Off-street parking demands to follow typical demands for each use (within the mixed-use facilities) to be accommodated by new Parking Deck structure and new on-street parking between lots. No minimum finished floor areas. Signage to be integrated with landscape design or building design.

(2) a general discussion of loading areas, greenbelts and buffers;

Loading areas to be minimal – only to service the Hotel back of house and a possible adaptation to a pair of parking spaces along Healthy Way for future commercial tenancy. 5'-0" landscape buffers along property lines to be maintained on either side and in the front of each lot. Medjet parking that extends into either lot's rear will be maintained and utilized for the new development.

4.h. Proposed plans for open space;

No significant open space is proposed.

4.i. Availability and accessibility of transportation, water supply and sewage disposal to the property;

Existing roadways, water, and sewage from Healthy Way to be maintained and utilized by new development.

4.j. General statement regarding the ownership and maintenance of common areas and/or common open space;

There are two common areas related to the development of the hotel and condominiums: (1) the common areas within that property (shared by the hotel, retail, and condominiums), and (2) the common areas of the Patchworks PUD. For (1), the owners of the hotel, condominiums, and retail space will contribute to the common area maintenance ("CAM") on a prorata basis as part of the Master Declaration Agreement establishing the ownership entities. For (2), these same owners will be assessed their proportion of CAM by the Patchworks association according to the relative size of the new development and the existence of a structure, relative to the other entities within the Patchworks PUD.

4.k. Documentation of any protective and/or restrictive covenants, homeowner or business associations and architectural review committees, if any, and a discussion of their functions.

In connection with the preparation of schematic design documents for any building(s) or structure(s), the project owner shall, in accordance with the Patchwork Farms Conditions, Covenants, and Restrictions and City Code, submit preliminary plans (site plan, floor plans, elevations, lighting & landscaping, et. al) for review and approval by the Architectural Review Committee and Design Review Board ("Design Committee"). The respective entities shall review for compliance with the Design Standards and City Code, provide guidance as to required changes or modifications, if necessary for compliance, and ultimately provide notice of approval or rejection. Prior to commencing construction on any building, the project owner shall apply for a building permit in accordance with City Code. The zoning officer shall have the right to consult with the Design Committee to determine if the final plans comply with the Design Standards and approvals from the respective entities.

4.l. A general statement concerning any planned street/subdivision sign designs, including street, traffic and informational signs or other standards;

Street and traffic signage to follow typical design for Vestavia Hills. Informational signage to be integrated into landscape design. A Master Signage Plan, created for the Patchwork Farms development, provides standards for street, way-finding, building, and monument signage. Project owners shall be required to submit proposed signage for review and approval by the Design Committee. Prior to erecting any sign or awning, each business within Patchwork Farms shall submit an application for a sign permit in accordance with City Code.

4.m. Any planned interim uses of any portion of the property;

A sales center installed on site to promote the condominiums and upcoming development.

4.n. A traffic study, if required by the City Engineer;

We have a civil engineer, Mark Gonzalez with Gonzalez Strength & Associates, to coordinate all roadway improvements and modifications. We have already presented a Site Plan to Christopher Brady and Lori Beth Kearley in May of 2021 outlining the scope of work.

4.o. Landscaping criteria;

Exterior areas to be developed complimentary to building design. Use of landscape walls, pedestrian courts, and multiple-use areas are encouraged.

4.p. Any proposed modification of existing subdivision regulations as applicable to the PUD.

Developer seeks an additional two (2) condominium units approved to achieve feasibility for the project.



**RESOLUTION NUMBER 5412**

**A RESOLUTION REAPPOINTING MEMBERS TO THE  
VESTAVIA HILLS DESIGN REVIEW BOARD**

WHEREAS, the Mayor has recommended the reappointment of Jeff Slaton to the Vestavia Hills Design Review Board in an memorandum dated September 14, 2022. A copy of said memorandum is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5412 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. Jeff Slaton is hereby reappointed to the Vestavia Hills Design Review Board effective immediately; and
2. Said appointment shall become effective on October 1, 2022 and shall expire on September 30, 2025; and
3. This Resolution Number 5412 shall become effective upon approval and adoption.

**APPROVED AND ADOPTED** this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



# VESTAVIA HILLS

## MEMORANDUM

TO: Rebecca Leavings, City Clerk

FROM: Ashley C. Curry, Mayor *acc*

DATE: September 14, 2022

RE: Reappointment to Design Review Board

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Jeff Slaton's term on the Design Review Board expires October 1, 2022. I would like to recommend Jeff Slaton be reappointed for a three year term which will expire on October 1, 2025.

Thank you.

**RESOLUTION NUMBER 5413**

**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 5413 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

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

**INTEROFFICE MEMO**

Date: September 9, 2022

TO: Jeff Downes  
City Manager

From: Jamie Lee  
Director of Parks and Leisure

RE: Surplus Items

Please see the list of items below that we are requesting the council to declare as surplus property. Our staff has identified these as no longer necessary for our operations.

- 1 Armoire
- 1 Sony TV Serial #: 4454354
- 1 Mitsubishi TV Serial #: 5022226
- 1 Burgundy Sofa
- 1 Plastic Fichus Tree
- 1 Whirlpool Refrigerator Serial #: SP4456925
- 1 Bunn Tea Maker Serial #: DUAL 211129
- 1 Ice o Matic Ice Maker Serial #: G312-16299Z
- 1 Victory Freezer Serial #: B0496147
- Phillips Disc Player Serial #: KN020625410729
- Sony DVD/VHS Player Serial #: 3159787
- Quasar VHS Player Serial #: SB 80992992

Once declared as surplus property we will try and sell the items or simply dispose of those items that necessitate it.

CC: Rebecca Leavings

**ORDINANCE NUMBER 3126**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A REGIONAL TRAINING CENTER AGREEMENT WITH THE ALABAMA FIRE COLLEGE AND PERSONNEL STANDARDS COMMISSION, THE CITIES OF HOMEWOOD, HOOVER, MOUNTAIN BROOK AND ROCKY RIDGE FIRE DISTRICT TO PROVIDE CLASSROOM SPACE AND ASSOCIATED FACILITIES FOR TRAINING USES**

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

1. The Mayor and City Manager are hereby authorized to execute and deliver a Regional Training Center Agreement with the Alabama Fire College and Personnel Standards Commission, the cities of Homewood, Hoover, Mountain Brook and Rocky Ridge Fire Department; and
2. A copy of said Regional Training Center Agreement is marked as Exhibit A, attached to and incorporated into the Ordinance Number 3126 as if written fully therein; and
3. This Ordinance Number 3126 shall become effective immediately upon adoption and posting/publication of said ordinance pursuant to Alabama law.

**ADOPTED and APPROVED** this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **REGIONAL TRAINING CENTER AGREEMENT**

This agreement ("Agreement") is hereby made and entered into on the 3rd day of August 2022 by and between the **Alabama Fire College and Personnel Standards Commission** ("Fire College") and Homewood, Hoover, Mountain Brook, and Vestavia Hills, Alabama municipalities and Rocky Ridge Fire Department, a fire district ("Cities/Fire District").

WHEREAS, the Fire College has requested and agreed to utilize the premises located at:

- Homewood: 250 Snow Drive, Homewood, Alabama 35209
- Hoover: 2020 Valleydale Road, Hoover, Alabama 35244
- Mountain Brook: 102 Tibbett Street, Mountain Brook, Alabama 35213
- Vestavia Hills: 1032 Montgomery Highway, Vestavia Hills, Alabama 35216
- Rocky Ridge: 4870 Cahaba River Road, Birmingham, Alabama 35243

(the "Facility") to provide classroom space and associated facilities for training use scheduled from October 1<sup>st</sup>, 2022 through September 30<sup>th</sup>, 2025 ("term").

NOW, THEREFORE, considering the above, the parties agree as follows:

**SECTION 1. USE OF FACILITY ALLOWED; CLASS REGISTRATION, PARTICIPATION AND SCHEDULING; TUITION; INSTRUCTORS.** Cities/Fire District agree to allow Fire College the use of the Facility to provide a training area for the Class during the term set forth herein. Fire College will be responsible for all scheduling and registration of classes and training therein. Only the Fire College may schedule non-Tier I training courses (as defined by the Fire College) if the trainee is to obtain certification. Cities/Fire District agree that such Class will be open to any student enrolled therein by the Fire College and will not be solely limited to City/Fire District participants, unless otherwise agreed herein. Tuition from Class participants shall be collected and shared between the parties hereto as set forth in the course application. Fire College must approve any and all Class instructors. Instructors for non-Tier I classes are limited to instructors of the Fire College.

**SECTION 2. EQUIPMENT.** Equipment for the Class will be provided as set forth in the course application. In the event that Cities/Fire District agree to provide certain Class equipment as further delineated on the course application, then the Fire College reserves the right to approve all equipment types and quantities to be used in the Class if the Class participants are to obtain certification. However, the Cities/Fire District are responsible for all maintenance of such equipment and for the safety and fitness of purpose for any equipment owned by the Cities/Fire District and used in the Classes.

**SECTION 3. COMPENSATION.** The Fire College shall be compensated for all services performed and/or goods or materials supplied by the Fire College pursuant to this Agreement. Likewise, the Cities/Fire District shall be compensated for Facility space provided by the Cities/Fire District pursuant to this Agreement. The amount of such compensation shall be specifically set forth in the course application.

**SECTION 4. CLASS SIGNAGE.** Cities/Fire District will permit the Fire College to place signs at the Facility to direct students to Class events. Fire College agrees that any such sign

will comply with Cities/Fire District sign regulations and that each sign shall be at the expense of the Fire College. In the event that the Cities/Fire District desire to place signage at the Facility related to the Class, the Fire College must approve (in advance of the placement of the sign) the use of the Fire College's name and logo on any such sign(s).

**SECTION 5. INDEMNIFICATION FOR CITY/FIRE DISTRICT AND FIRE COLLEGE.** It is agreed that individual Class participants shall release, indemnify and save Cities/Fire District and Fire College harmless from any claims made by any person, firm or corporation against Cities/Fire District and Fire College for injury to the participant's property or person arising directly or indirectly out of the Class.

**SECTION 6. CANCELLATION AND TERMINATION OF AGREEMENT.** This Agreement may be cancelled and/or terminated at any time, with or without cause, by either party hereto upon giving seven (7) days written notice to the other party as provided herein. Otherwise, this Agreement shall expire at midnight on August 2, 2025.

**IN WITNESS WHEREOF,** the undersigned have entered into this Agreement on the date first written above.

**ALABAMA FIRE COLLEGE AND PERSONNEL STANDARDS AND EDUCATION COMMISSION**

David M. Russell

By: David M. Russell

Its: Executive Director

Date:

**CITIES AND FIRE DISTRICT**

City of Homewood

By: \_\_\_\_\_

Its:

Date:

City of Hoover

By: \_\_\_\_\_

Its:

Date:

Rocky Ridge Fire District

By: \_\_\_\_\_

Its:

Date:

City of Mountain Brook

By: \_\_\_\_\_

Its:

Date:

City of Vestavia Hills

By: \_\_\_\_\_

Its:

Date:



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](mailto:patrickboone@bellsouth.net)

September 22, 2022

By Electronic Mail

Fire Chief Marvin D. Green  
Vestavia Hills Fire Department  
Vestavia Hills Municipal Center  
513 Montgomery Highway  
Vestavia Hills, Alabama 35216

In Re: Regional Training Center Agreement

Dear Chief Green:

On September 2, 2022, you submitted to me via electronic mail a copy of a proposed Regional Training Center Agreement ("Agreement") with a request that I review it and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

The Agreement provides that the Alabama Fire College and Personnel Standards Commission ("Fire College"), during the period from October 1, 2022 through September 30, 2025 ("term"), will utilize the premises located in the Cities of Homewood, Hoover, Mountain Brook and Vestavia Hills and the Rocky Ridge Fire District ("Cities/Fire District") to teach classes.

The Agreement provides, in substance, that individual class participants shall release, indemnify and hold harmless the Cities/Fire District from any liability while attending class at any of the facilities. Good!

From a legal standpoint, I approve the Agreement and have no recommendations for additions, deletions, changes and/or corrections.

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

Very truly yours,



Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)  
City Clerk Rebecca Leavings (by e-mail)

**ORDINANCE NUMBER 3127**

**AN ORDINANCE ACCEPTING A BID FOR RIGHTS-OF-WAY MOWING  
WITHIN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on July 21, 2022 the City of Vestavia Hills publicly read aloud bids submitted for Rights-Of-Way mowing (“ROW mowing”); and

**WHEREAS**, the Public Services Director has reviewed the bids, established a bid tabulation in an Interoffice Memorandum to the City Manager dated September 20, 2022 and recommended acceptance of the bid submitted by Turf Management. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Ordinance Number 3127 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Turf Management as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Turf Management pursuant to said bid, a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3127; and
3. This Ordinance Number 3127 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

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

**INTEROFFICE MEMO**

Date: September 20, 2022

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: ROW Mowing Bid

On July 21 bids were opened for ROW Mowing throughout the city. Two bids were received. Multiple invitations were sent to various contractors. The returned bids are listed below:

Company	Base Bid	Specialized Areas	Alternates
Turf Management	\$117,303 per year	\$6,740 one time	\$37,465 per year
Landscape Workshop	\$309,060 per year	\$3,675 one time	\$139,908 per year

Turf Management has the expiring contract for the ROW, and I recommend that we accept the bid for the new contract from Turf Management at the next available City Council Meeting. The funds were included in the FY23 budget requests

Please let me know if you have any questions.

CC: Rebecca Leavings  
Christopher Brady  
Jeff Hughes

## **Sample Contract for Rights of Way Mowing**

### **1. Scope of Services**

\_\_\_\_\_ (referred to as "CONTRACTOR") is to provide all supervision, labor, equipment and services required to perform all lawn services for Vestavia Hills Public Service as specified herein from October 1, 2022, to September 30, 2025, for the contract price of \_\_\_\_\_.

### **2. Safety Standards**

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

### **3. Discontinuance of Work**

CONTRACTOR upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous as determined by the City of Vestavia Hills.

### **4. Observance of Laws, Ordinances and Regulators**

CONTRACTOR at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. CONTRACTOR shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

### **5. Protection of Underground Utilities**

CONTRACTOR shall be responsible for contacting the appropriate utility for location of any underground services, which are in the work area and could be damaged by operations of CONTRACTOR.

### **6. Addition or Deletion of Areas**

The City of Vestavia Hills reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The

City of Vestavia Hills shall give notice to CONTRACTOR of the areas to be serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the City of Vestavia Hills, failure of CONTRACTOR to comply with the approved lawn service schedule shall be sufficient cause to give notice that CONTRACTOR is in default of the contract.

#### **7. Work Schedule**

CONTRACTOR will schedule the work during typical work hours for related services, unless authorized by the City of Vestavia Hills. Serviced areas shall be completed on Tuesday-Friday, weekly, unless changed by City of Vestavia Hills.

#### **8. Licenses and Permits**

CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to contract.

#### **9. Subcontracts**

CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the City of Vestavia Hills. CONTRACTOR, as approved, shall bind the subcontractor. All directions given to the subcontractor in the field shall bind CONTRACTOR as if the notice has been given directly to CONTRACTOR.

#### **10. Execution of the Contract**

The contract, when executed, shall be deemed to include the entire agreement between the parties. CONTRACTOR shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the City of Vestavia Hills.

#### **11. Supervision**

This contract will be under the direct supervision of the City of Vestavia Hills. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between CONTRACTOR and City of Vestavia Hills and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

#### **12. Work Crew Supervision**

CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by CONTRACTOR to accept and act upon all directives issued by the City of

Vestavia Hills. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that CONTRACTOR is in default of the contract unless such directives would create potential injury or safety hazard.

### 13. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

### 14. Contract Termination

The City of Vestavia Hills shall have the right at any time to cancel this contract for reasons other than breach by CONTRACTOR and require CONTRACTOR to cease work thereon. In such cases CONTRACTOR will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

### 15. Insurance

CONTRACTOR agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
  - i) \$500,000 for any one person occurrence
  - ii) \$1,000,000 for any one occurrence
- b) For damage to property not belonging to CONTRACTOR or his subcontractors in an amount not less than:
  - i) \$500,000 for any one accident
  - ii) \$1,000,000 aggregate amount
- c) For personal injuries including death and/or for damages to property not belonging to CONTRACTOR or his subcontractors caused by automotive equipment or used by CONTRACTOR or his subcontractors in an amount not less than:
  - i) \$500,000 personal injury per person per occurrence
  - ii) \$1,000,000 personal injury per occurrence
  - iii) \$500,000 property damage per accident
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
  - i) \$500,000 employer's liability per person
 

Such insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the

City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

#### **16. Crew Information**

- a) Crews will be dressed neat. Shirts shall be worn at all times
- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks will be taken individually
- d) No "horseplay" will be tolerated on the job.
- e) All refuse from lunches and breaks will be disposed of immediately.
- f) No items of trash will be run over with mowers or weed eaters. Trash pick-up is the responsibility of the City and efforts must be made to schedule lawn maintenance accordingly.

#### **17. Equipment**

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City of Vestavia Hills. The City of Vestavia Hills reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.
- b) Equipment will not be stored on City property.
- c) All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

Signed for CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_

Signed for the City of Vestavia Hills

\_\_\_\_\_

Mayor

Date

\_\_\_\_\_

\_\_\_\_\_

City Manager

Date

\_\_\_\_\_



Invitation to Bid - ROW Mowing & Maintenance

INVITATION TO BID

CITY OF VESTAVIA HILLS

1032 MONTGOMERY HIGHWAY

VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON JULY 21, 2022 AT 10:00 AM. BIDS TO BE TURNED IN NO LATER THAN 10:00 AM ON THIS DATE.

DATE: June 20, 2022
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Turf Management Systems, Llc

ANNUAL PRICE\*: \$102,853 WARRANTY: 90 days

DELIVERY DATE: July 21, 2022

BIDS GOOD THROUGH\*\*: October 20, 2022

\*See Specifications Enclosed.

\*\*All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM Turf Management Systems, Llc

Sworn and Subscribed before me this the 20 day of July 2019. 2022

BY [Signature] President

ADDRESS 2120 16th Ave S Suite 100

Birmingham, Al 35205

PHONE 205-979-8604

My Commission Expires January 15, 2025 DATE July 20, 2022

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.



[Signature]
Rebecca Leavings, Purchasing Agent

<b>Bid Sheet for ROW Mowing/Maintenance</b>	
Company <u>Turf Management Systems, Llc</u>	
Representative <u>Chris Sheedy</u>	
Required Work Annual Cost	\$ 102,853
<b>Specialized Areas</b>	
A. Cahaba Heights Entrance at Highway 280 and Dolly Ridge Road	
Initial Cost	\$ 6,740
Annual Maintenance Cost	\$ 1,250
B. Highway 31/165/Columbiana Road Intersection to Montreat Drive	
Annual Maintenance Cost	\$ 1,500
C. Chemically Treat medians on Highway 31 - Minimum 3 times per year	
Per Treatment Cost	\$ 3,900
<b>Alternate Areas</b>	
Alternate A	
Annual Maintenance Cost	\$ 27,161
Alternate B	
Annual Maintenance Cost	\$ 10,304

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Turf Management Systems, LLC

2120 16th Ave. S. Suite 100, Birmingham, AL 35205

as Principal, hereinafter called the Principal, and FCCI Insurance Company

6300 University Parkway, Sarasota, FL 34240

a corporation duly organized under the laws of the State of FL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Vestavia Hills

1032 Montgomery Highway, Vestavia Hills, AL 35216

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

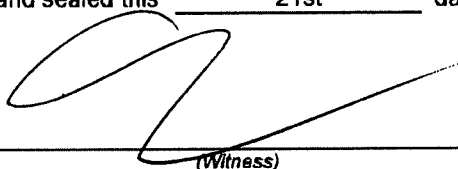
Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ROW Mowing & Maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of July, 2022

  
(Witness)

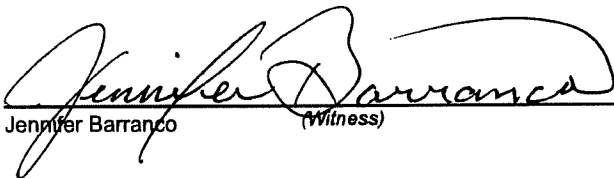
Turf Management Systems, LLC

(Principal)

(Seal)

By: 

  
(Title)

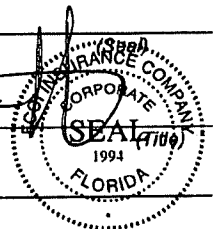
  
Jennifer Barranco  
(Witness)

FCCI Insurance Company

(Surety)

By: 

Attorney-in-Fact Jeffrey W. Cutshall





### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Jeffrey W. Cutshall**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

Surety Bond No.: Bid Bond  
Principal: Turf Management Systems, LLC  
Obligee: City of Vestavia Hills

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of July, 2022

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

Invitation to Bid - ROW Mowing & Maintenance

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON JULY 21, 2022 AT 10:00 AM. BIDS TO BE TURNED IN NO LATER THAN 10:00 AM ON THIS DATE.

DATE: June 20, 2022
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Landscape Workshop, LLC
ANNUAL PRICE\*: \$224,808.00 WARRANTY: 5% bid price/attached
DELIVERY DATE: July 21, 2022
BIDS GOOD THROUGH\*\*: November 1, 2022

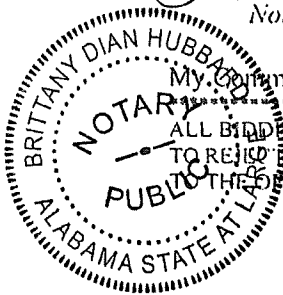
\*See Specifications Enclosed.
\*\*All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise. This form must be notarized.

FIRM Landscape Workshop, LLC
BY [Signature]
ADDRESS 550 Montgomery Hwy, suite 200
Vestavia Hills, AL 35216
PHONE 205/424-0244
DATE July 20, 2022

Sworn and Subscribed before me this the 20th day of July, 2022.

[Signature]
Notary Public



ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

[Signature]
Rebecca Leavings, Purchasing Agent

## Bid Sheet for ROW Mowing/Maintenance

Company Landscape Workshop, LLC

Representative Adam Leger, General Manager/Central AL

Required Work Annual Cost	\$	224,808.00*
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\* cost does NOT included Specialized Areas' annual costs below

### Specialized Areas

A. Cahaba Heights Entrance at Highway 280 and Dolly Ridge Road

Initial Cost	\$	3,675.00
Annual Maintenance Cost	\$	11,892.00

B. Highway 31/I65/Columbiana Road Intersection to Montreat Drive

Annual Maintenance Cost	\$	50,940.00
-------------------------	----	-----------

C. Chemically Treat medians on Highway 31 - Minimum 3 times per year

Per Treatment Cost	\$	7,140.00
--------------------	----	----------

### Alternate Areas

Alternate A

Annual Maintenance Cost	\$	122,640.00
-------------------------	----	------------

Alternate B

Annual Maintenance Cost	\$	17,268.00
-------------------------	----	-----------



## BID BOND

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Landscape Workshop, LLC  
550 Montgomery Highway, Suite 200  
Vestavia Hills, AL 35216

**SURETY:**

*(Name, legal status and principal place of business)*

Westchester Fire Insurance Company  
436 Walnut Street, P. O. Box 1000  
Philadelphia, PA 19106  
**Mailing Address for Notices**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

**BOND AMOUNT:** 5%

Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

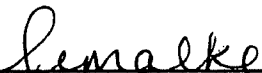
ROW Mowing and Maintenance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

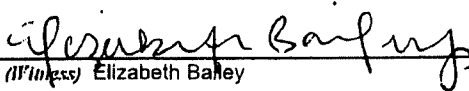
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2022.

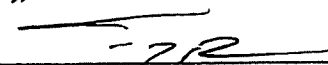
  
\_\_\_\_\_  
*(Witness)*

Landscape Workshop, LLC  
*(Principal)* \_\_\_\_\_ *(Seal)*

By:  CHRISTIANNA DENEISBEK  
*(Title)* CFO

  
\_\_\_\_\_  
*(Witness)* Elizabeth Bailey

Westchester Fire Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

By:   
\_\_\_\_\_  
*(Title)* Thomas J. Bole, Attorney-in-Fact



CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Thomas J. Bole, Sharon E. Griffith, Grantland Rice III and Gregg A. Tatum of Birmingham, Alabama -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of June, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 5th day of June, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2027

*Rose Curtis*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 21, 2022.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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## City of Vestavia Hills: ROW Mowing and Maintenance Proposal

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July 21, 2022

PREPARED FOR

**Brian Davis, Director of Public Services**  
**Rebecca Leavings, Purchasing Agent**

PREPARED BY

**Caren Gresham, Business Development Manager**  
**Landscape Workshop, Central AL**  
**Cell (205) 552-4241**

**LANDSCAPE  
WORKSHOP**



**THANK YOU**

City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

Dear Brian and Rebecca,

Thank you for allowing **Landscape Workshop** to prepare and present our proposal for landscaping and professional grounds management services for the **City of Vestavia Hills/ROW Mowing & Maintenance**.

For over 35 years, Landscape Workshop has built its reputation as the leading and largest commercial landscaping and professional grounds maintenance services company in the Southeast. With our headquarters in Birmingham and (12) branch operations serving clients in AL, MS, GA, TN, KY and northwest FL- we continue to bring out the best in every property.

**Landscape Workshop** is a commercial properties full service landscape and grounds management company. In addition to scheduled turf, shrubbery, arbor, seasonal color plantings and complete irrigation system maintenance- we also provide complete landscape architecture design and installation services. Our commitment to professionalism and client communications sets us apart and has earned us our reputation as the "lead dog" in the landscaping industry.

Should our proposal not totally meet your exact requirements, we would welcome the opportunity to have further dialogue to explore the quoted Scope of Work specifications. Our objective is to create a more customized package of services that will help you to best realize your landscaping goals, while meeting your financial budget management requirements.

Thank you, again. We are eager to earn your business and truly look forward to partnering with you.

Sincerely,

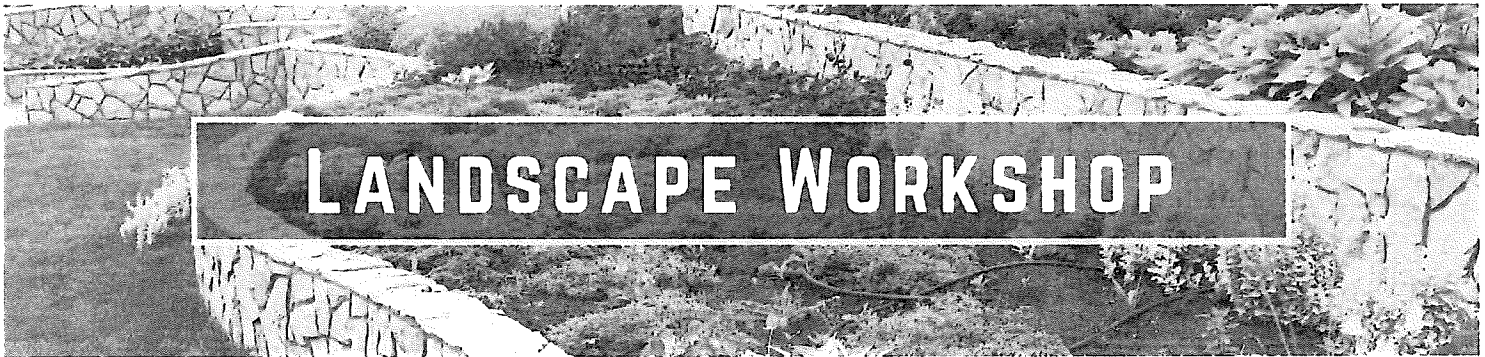
*Caren Gresham*

**Business Development Manager/Central AL  
Landscape Workshop**

Landscape Workshop is a full-service grounds maintenance provider for commercial properties across the Southeast. Our reputation for excellence is driven by our carefully-cultivated team of professionals, which includes degreed horticulturalists, expert landscapers, irrigation specialists and hundreds of year-round, E-verified, background checked, experienced crew members.

As one of the largest landscaping companies in the US, the LW footprint includes all of Alabama and Tennessee and expands into parts of Georgia, Kentucky, Mississippi and the Florida panhandle. We continue to expand our footprint.

As a trusted industry leader since 1984, we have been maintaining landscapes and providing superior customer service for close to 40 years. Our comprehensive line of service offerings includes: landscape maintenance and design, award-winning seasonal color programs, irrigation installation and maintenance, facility services, as well as landscaping construction and installation.



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**a leader in the  
GREEN  
INDUSTRY  
since 1984**

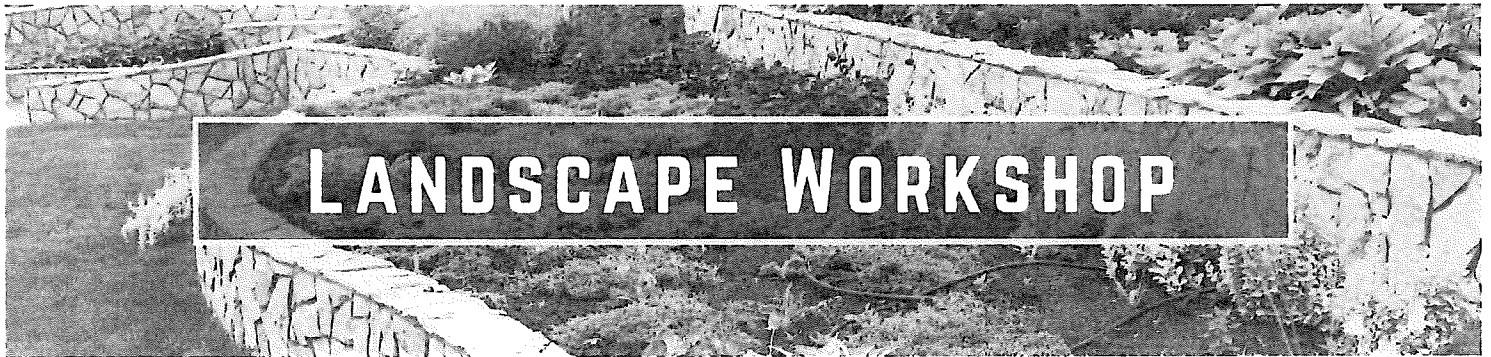
**over 600 years  
INDUSTRY  
EXPERIENCE  
combined**

**one of the  
TOP 50  
LANDSCAPE  
COMPANIES  
in the U.S.**

Landscape Workshop is a full-service grounds maintenance provider for commercial properties across the Southeast. Our reputation for excellence is driven by our carefully-cultivated team of professionals, which includes degreed horticulturalists, expert landscapers, irrigation specialists and hundreds of year-round, E-verified, background checked, experienced crew members.

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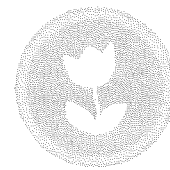
## 🌿 Professional Grounds Management 🌿



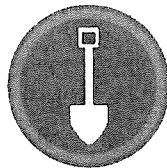
Maintenance



Enhancements



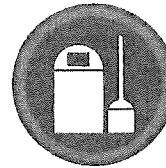
Floriculture



Construction



Irrigation



Facility Services

**PROACTIVE  
MANAGEMENT**

**Perceptive &  
Prompt**

LW proactively informs customers about their properties' needs with focused attention and frequent communication. Clients are able to leave the worry to us.

**DEDICATED  
PROFESSIONALS**

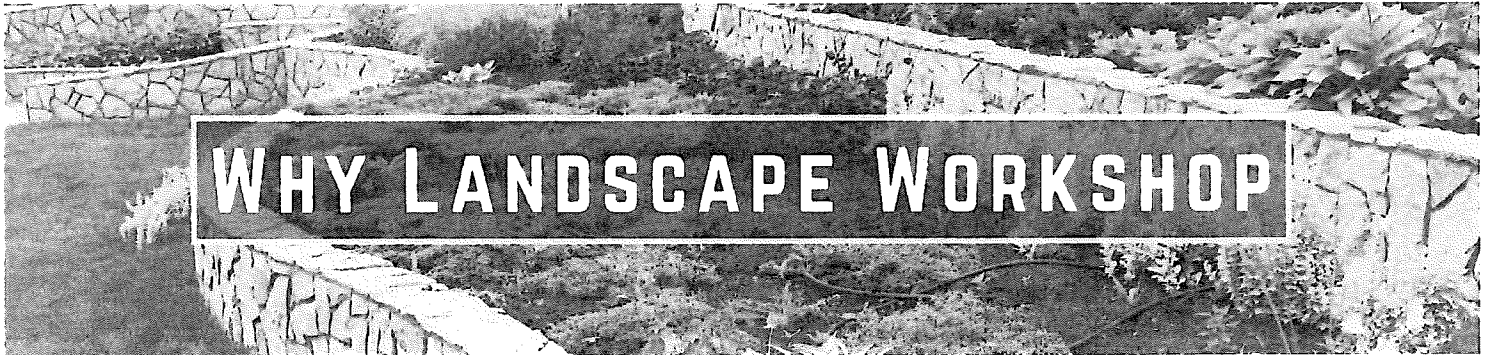
**Passionate  
About  
Landscaping**

LW's team of highly trained professionals is the foundation of our success. We empower team members to address all landscaping needs quickly and efficiently.

**QUALITY  
SERVICE**

**Committed to  
Excellence**

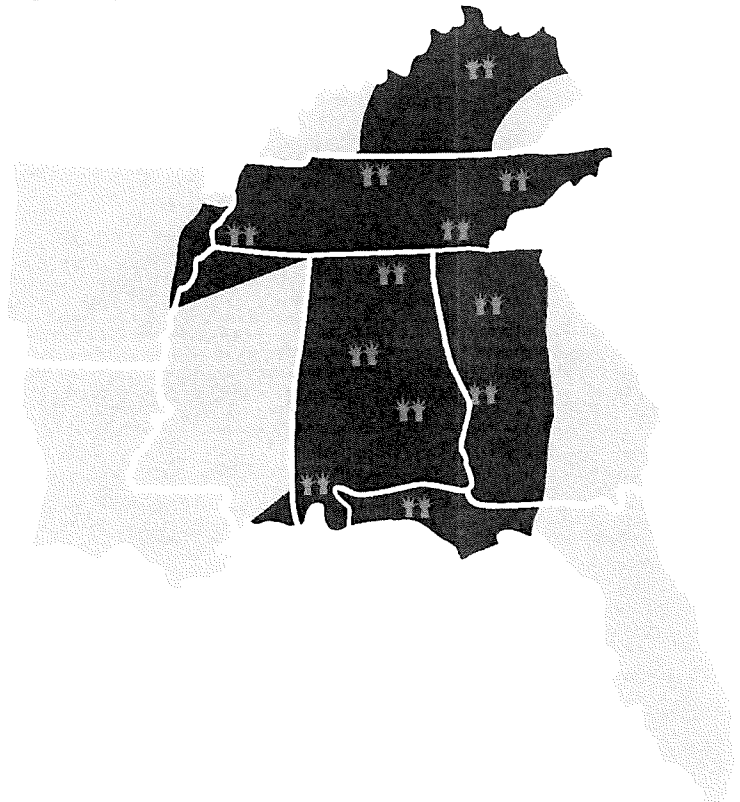
LW is consistently recognized for providing comprehensive commercial landscape services and solutions that exceed our client expectations.



With multiple locations throughout the southeast, LW has the resources to consistently deliver superior landscaping services across our expansive footprint. Our regional clients have the unique benefit of hiring one landscape vendor for multiple locations.

**REGIONAL CLIENTS**

- |                             |                          |
|-----------------------------|--------------------------|
| Baumhower's Victory Grille  | Urgent Care for Children |
| Church of Latter Day Saints | Regions Bank             |
| BC/BS of Alabama            | Cadence Bank             |
| CVS Pharmacy                | QuikTrip                 |





Landscape Workshop's flagship location, LW Birmingham, proudly serves as Central Alabama's largest provider of commercial landscaping services. Since 1984, our team of dedicated professionals has earned a well-deserved reputation for providing expert landscaping services with a proactive management approach. LW Birmingham operates out of two branch locations, allowing us to provide professional commercial landscaping services throughout Central Alabama. Our service area extends east to Tuscaloosa, west to Pell City, and north to Cullman, south to Sylacauga.

Under the leadership of General Manager Adam Leger, the LW Birmingham team is held accountable to delivering high-quality service with proactive management and responsive communication. Our experienced horticulturalists are passionate about landscaping and are dedicated to providing our customers with a first-class experience. Adam ensures his team performs at a high-level by consistently developing talent and upholding LW's culture of safety and performance.



**Adam Leger**

**ADAM LEGER, General Manager**

[aleger@landscapeworkshop.com](mailto:aleger@landscapeworkshop.com)

Education: Auburn University | B.S. in Ornamental Horticulture

With over 15 years of experience in the green industry, Adam has dedicated his career to providing exceptional landscaping services to a wide array of commercial clients. Since joining Landscape Workshop in 2014, Adam's exceptional performance and dedication to customer service resulted in numerous promotions. Prior to his role as General Manager of LW Birmingham, Adam served as Operations Manager for Central Alabama, General Manager of LW Montgomery/Auburn and General Manager of LW Nashville.

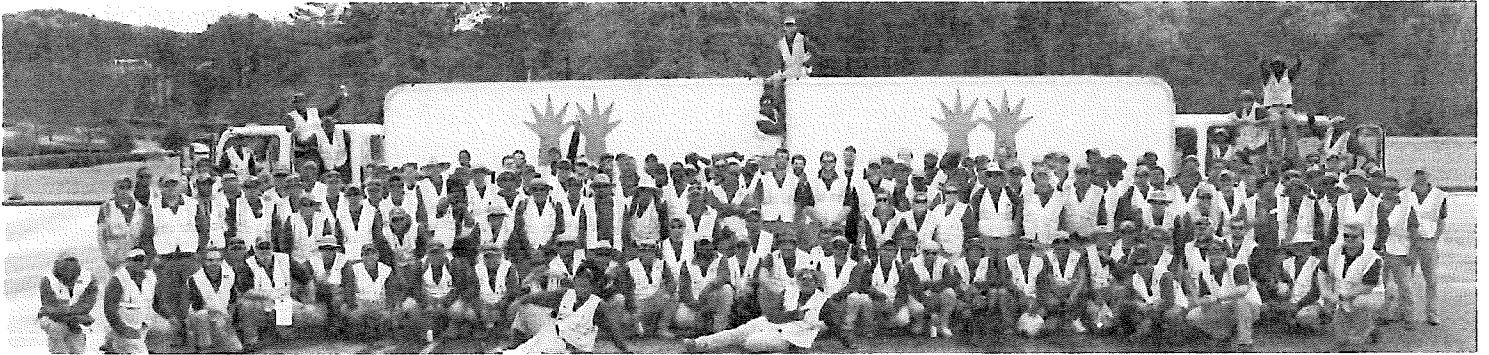


**Caren Gresham**

**CAREN GRESHAM, Business Development Manager**

[cgresham@landscapeworkshop.com](mailto:cgresham@landscapeworkshop.com)

With over 10-years of sales experience, Caren serves as the Business Development Manager for the Central Alabama market. Caren obtained a Master's Degree in Social Work, starting out as a Medical Social Worker and Case Manager. Progressing her career, she took on the role of Pharmaceutical Sales Representative, and most recently held the title of District Sales Manager for a high-end women's clothing line. Caren joined the Landscape Workshop in 2021, bringing with her an established sales background and a thoughtful appreciation of the Greater Birmingham area. Caren is passionate about creating and cultivating professional relationships as she works to expand LW Birmingham's portfolio of commercial accounts.



JT BURKHART

**JT BURKHART, Account Manager**

[jtburkhart@landscapeworkshop.com](mailto:jtburkhart@landscapeworkshop.com)

**Our Clients  
Say It Best...**

*"They are extremely dependable and I never have to call them back for anything. Our grounds look great!"*

*"Your people are your biggest asset. All of my account managers are great. The people are easy to deal with, knowledgeable and seem eager to do a good job."*

*"Landscape Workshop does an exceptional job with keeping our property looking Great!"*

## Proactive Management

LW Birmingham's team of Account Managers is comprised of degreed, knowledgeable horticulturalists who are committed to exceeding our customers' needs and expectations. Using a proactive management approach, their responsibility is to ensure that field crews provide superior service and high-quality product while operating safely and efficiently.

LW Account Manager's serve as a single-point-of contact for our customers, ensuring consistent and reliable service through thoughtful attention and open communication.

## Dedicated Professionals

Our team of hard-working professionals is the foundation of Landscape Workshop's success; employees are held to the highest standards of safety and professionalism. All LW team members are E-verified and background checked, full-time employees who consistently receive comprehensive training on safety and best practices. LW empowers team members to address landscaping needs quickly and efficiently.

## Quality Service

LW strives to consistently provide comprehensive landscape services and solutions that not only meet our clients' needs, but also exceed their expectations. Our professionals are dedicated to excellence, providing detailed care that takes the headache out of landscape management for our busy clients.

Our breadth of services affords our customers the benefit of hiring one vendor to oversee all grounds management matters.



 Local Representative Clients 



Cahaba Grand Office Park  
The Pizitz  
Bayer Properties  
One Inverness Center  
The Colonnade

Shannon Waltchack Group  
Retreat at Greystone  
The Narrows  
Summer Classics

Pell City Municipal Complex  
Patton Creek  
Mitchell's Place  
Town of Mount Laurel  
Altamont School



**CLIENT PORTFOLIO**

 LW Representative Commercial Clients 

CORPORATE / OFFICE

ALFA Alabama Headquarters  
BL Harbert International  
Redstone Gateway  
Airpark Business Center

HOSPITALITY

InTown Suites  
OWA Amusement Park  
Edgewater Beach Resort  
Sea Watch Condominiums

RETAIL

Tanger Outlets  
The Summit Birmingham  
The Pinnacle at Turkey Creek  
Bass Pro Shops

EDUCATION

Auburn University Research Park  
University of Tennessee  
Memphis University School  
University of Kentucky

INDUSTRIAL

Home Depot Warehouse  
Southern Research Institute  
American Honda Motor Corp.  
Blue Bell Creameries

HOA

The Waters HOA  
Swift Creek Plantation  
Creskide Manor HOA  
Ross Bridge Neighborhood Association

HEALTHCARE

Children's of Alabama  
UAB Midwest Emergency Room  
South Baldwin Regional Medical Center  
Baptist Memorial Hospital

MUNICIPAL

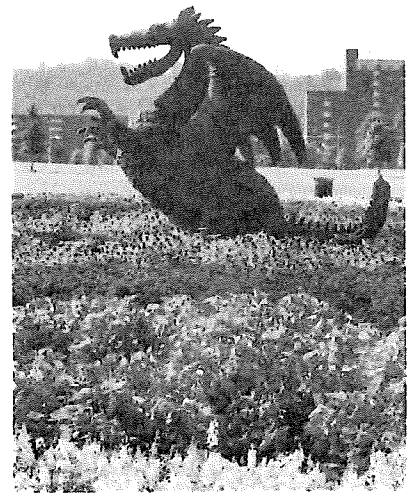
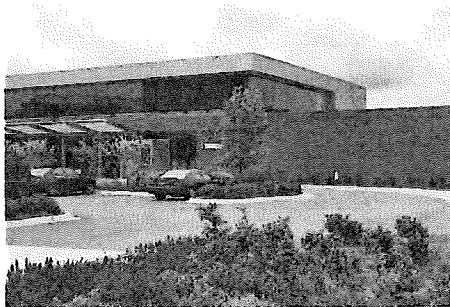
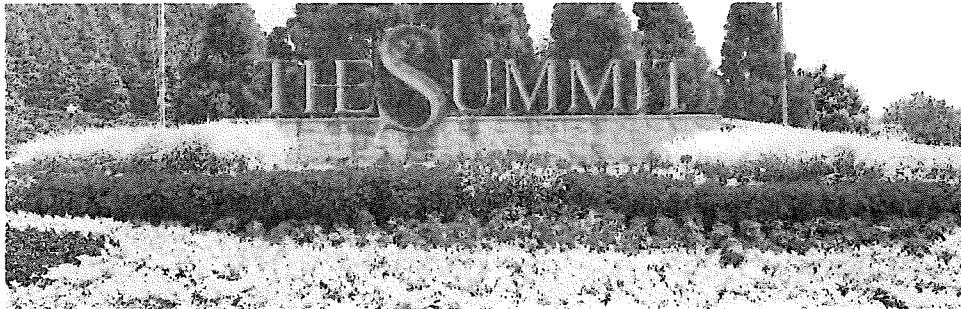
City of Hoover  
City of Foley ~ Floriculture  
Town of Collierville  
Pell City Municipal Complex

SENIOR LIVING

Shannondale of Maryville  
Sommerby Senior Living  
Meadowthorpe Assisted Living  
Dominion Senior Living



# LOCAL PORTFOLIO

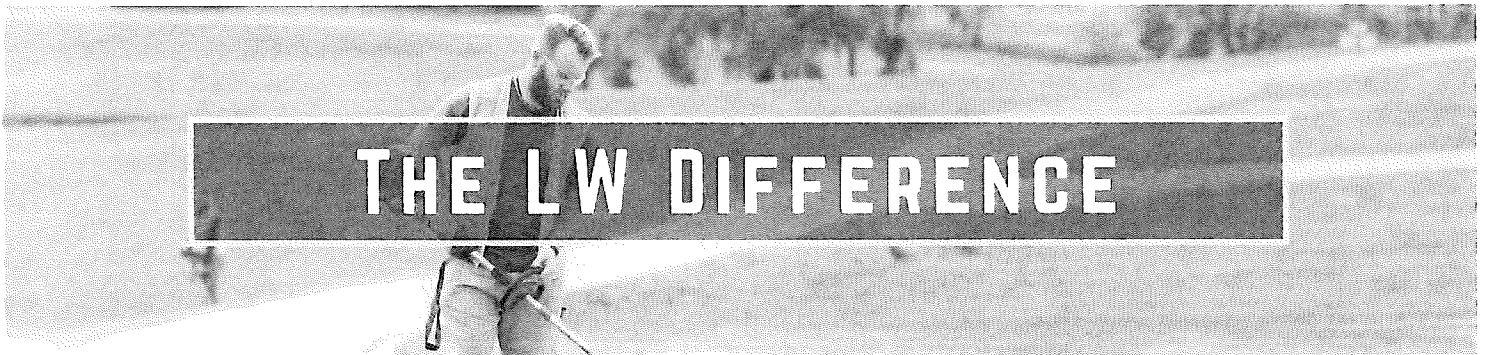


## 🌱 The Landscape Workshop Difference 🌱

Landscape Workshop employees are held to the highest standards. From our crews in the field to our corporate culture, we pride ourselves on our professionalism. We enforce strict conduct measures to ensure a first-class experience at every property and to keep our employees and clients safe at all times.

- |  |  |                                    |
|--|--|------------------------------------|
| <b>Professional Crews</b>              | <b>Consistent Safety Training</b>      | <b>No Smoking or Headphones</b>    |
| <b>Dedicated Point Of Contact</b>      | <b>Regular Property Quality Audits</b> | <b>Neat And Clean Vehicles</b>     |
| <b>E-verified, Full-time Employees</b> | <b>Landscape Workshop Uniforms</b>     | <b>State-of-the-art Technology</b> |
| <b>Background Checks</b>               |  | <b>Insured And Compliant</b>       |

## Single Source For All Grounds Management Services



## 🌱 Industry Awards and Honors 🌱

### NATIONAL ASSOCIATION OF LANDSCAPE PROFESSIONALS

Silver Award of Excellence The National Memorial for Peace and Justice, 2019 and 2021

Overall Safety Achievement Award Silver Performance Level, 2020

No Days Away from Work Award, 2020

Bronze Award of Excellence Pinnacle at Turkey Creek, 2018

Grand Award of Excellence the Summit Birmingham, 2017

Award of Excellence Redstone Gateway, 2016

### LANDSCAPE MANAGEMENT

LM150 Largest Landscape Companies

### LAWN AND LANDSCAPE

Top 100 List, 2020

### INC. 5000

Fastest Growing Private Companies, 2020

### BIRMINGHAM BUSINESS JOURNAL

Birmingham's Top Landscape Firm

Birmingham's Top 30 Fastest Growing Companies

Birmingham 100 - Largest Private Companies

### GREATER BIRMINGHAM APARTMENT ASSOCIATION

Best of the Best: Landscaping Company

## MAINTENANCE CONTRACT

### **Annual Landscape Maintenance Service**

#### **term of agreement, cancellation, even monthly payments, and equalization fee**

The Term of the contract for Annual Landscape Maintenance Services shall be for a period of twelve (12) months. This Landscape Maintenance Services contract may be canceled by either party effective thirty (30) days from receipt of written notice from the other party. Although the payment schedule for these services is pro-rated into twelve (12) equal monthly installments for Customer's convenience, the actual cost of the Landscape Maintenance Services are substantially higher during the growing season months. Therefore, if during the twelve month contract period this contract is canceled by the Customer for any reason, the Customer agrees to pay the Contractor any amount (the "equalization fee") above and beyond the amounts already paid for the actual work performed. The chart below illustrates the percent of the contract's value performed in each month. Enhancement services included in monthly installments, such as seasonal color and mulch, are not included in the chart and will be added to the value performed for purposes of calculating the equalization fee if the work has been completed. For example, if a contract without enhancement services begins on January 1 and is canceled after its tenth month, 89% of the annual work will have been performed but only 83.3% of the annual contract value will have been billed. The equalization fee charged to the Customer will be 5.7% of the annual contract value.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
4.0%	7.0%	8.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	6.0%	5.0%	100%

### **Annual Facility (Sweeping, Portering, And Outdoor Janitorial) Services**

#### **term of agreement and cancellations**

The term of the contract for Annual Facility Services shall be for a period of twelve (12) months. The Facility Services contract may be canceled by either party effective thirty (30) days from receipt of written notice from the other party. Because the cost structure of Facility Services is not seasonal, there is no equalization fee for cancellation of Facility Services at any time.

### **Automatic Renewal**

In the event the Customer does not provide Contractor with 30-days written notice of their intent to discontinue services on the annual expiration date, this contract will automatically renew itself year-to-year under the same terms and conditions herein until canceled by either party upon 30-days written notice. After one full calendar year of service the next and subsequent renewal prices will be increased by the same percent as the increase in the US Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous year, which can be found on a monthly basis at [bls.gov/cpi/latest-numbers.htm](https://www.bls.gov/cpi/latest-numbers.htm). Landscape Workshop will provide at least 30 days written notice of the Annual Increase to the Customer.

### **Payments**

All payments for Services provided under this contract are due and payable on the first day of each month. Terms are NET THIRTY (30) DAYS. Balance Due not paid by the thirtieth (30th) day of the month will be charged a late fee of 1.5% per month beginning forty (40) days after the invoice date. In the event that it is necessary for Contractor to employ an attorney or collection agency to collect any monies owed by Customer under the terms of this contract, or if Contractor incurs any expense in the exercise of any rights hereunder, Customer agrees to pay all reasonable attorney fees, charges made by the collection agency, or any expense of Contractor incurred as a result of the Customer default. Amounts outstanding at the time of termination shall become immediately due and payable. Customer must pay all invoices in full by the due date to avoid any interruption in services. Contractor may suspend services as a result of any amounts that are past due. If the Customer is not current with all payments and services are interrupted, this contract will remain in place and once payments are current, services will resume as normal.

# MAINTENANCE CONTRACT

## Workmanship And Customer's Duty To Inspect Work

Work shall be performed in a workmanlike manner according to standard practices. Contractor reserves the right to assign or subcontract any part of this work. Customer has a duty to inspect the property or properties described herein within three (3) days after any services performed. If the Customer has reasonable cause for dissatisfaction with the work performed, written notice of such dissatisfaction shall be provided to Contractor within five (5) days from the completion of services. Contractor shall then have ten (10) days to repair or correct such work at no additional cost to Customer. Customer's failure to properly notify Contractor of any dissatisfaction of any work called for under this Agreement shall constitute a waiver of any claim or offset Customer may have in regards to the services rendered by Contractor under this contract.

## Liability, Insurance, Choice Of Law, Pricing, Scope Of Services, And Other Provisions

Contractor will carry worker's compensation, automobile liability, and comprehensive general liability insurances for the duration of this contract and upon request will provide a certificate of insurance. Contractor is an independent contractor and Customer assumes no liability for injury to the Contractor or the Contractor's agents, servants, or employees. Contractor is not responsible for additional services required as a result of storms, freezes, hurricanes, tornadoes, special events and gatherings, vandalism, theft, fire, Acts of God, etc. The Customer specifically agrees not to employ any employees of Contractor while they are under the employment of Contractor or for a six (6) month period after they leave the employment of Contractor. The "Investment" page accompanying this contract lays out the agreed upon pricing for the contracted services and is incorporated into this contract, as is the attached Schedule of Services. It shall be understood that any liability of the Contractor shall in all circumstances be limited to the one year value of this agreement. This agreement shall be governed by the laws of the state in which the property being serviced is located. Note that all landscaping services provided in Kentucky are subject to a 6% sales tax and certain landscape installation services provided in Mississippi are subject to a 7% sales tax. All sales taxes will be added to the customer's invoice.

**Contract Start Date:**

10 / 1 / 22

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Company Name

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Total Annual Investment:** \_\_\_\_\_

\$224,808.00

Adam Leger

\_\_\_\_\_  
Landscape Workshop Authorized Signature

Adam Leger

\_\_\_\_\_  
Print Name

General Manager/Central AL Branch

\_\_\_\_\_  
Title

Date: 7 / 21 / 22

If there are contacts other than listed above, please let us know who they are

Property Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

AP Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Do you prefer invoices mailed or emailed? \_\_\_\_\_

AP mailing/email address: \_\_\_\_\_

**ORDINANCE NUMBER 3128**

**AN ORDINANCE ACCEPTING A BID FOR LANDSCAPE MAINTENANCE WITHIN THE CITY OF VESTAVIA HILLS**

**WHEREAS**, on July 21, 2022 the City of Vestavia Hills publicly read aloud bids submitted for Landscape Maintenance; and

**WHEREAS**, the Public Services Director has reviewed the bids, established a bid tabulation in an Interoffice Memorandum to the City Manager dated September 20, 2022 and recommended acceptance of the bid submitted by Turf Management. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Ordinance Number 3128 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Turf Management as detailed in attached Exhibit A and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Turf Management pursuant to said bid, a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3128; and
3. This Ordinance Number 3128 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 26<sup>th</sup> day of September, 2022.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

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

**INTEROFFICE MEMO**

Date: September 20, 2022

TO: Jeff Downes  
City Manager

From: Brian Davis  
Public Service Director

RE: Landscape Maintenance Bid

On July 21 bids were opened for Landscape Maintenance for City Hall, Police Station, Library, and Parks throughout the city. Three bids were received. Multiple invitations were sent to various contractors. The returned bids are listed below:

Company	Bid	Per Cut Areas
Turf Management	\$192,110.00 per year	\$2,347.00 per cut
Landscape Workshop	\$395,406.00 per year	\$4,908.00 per cut

I recommend that the bid for the new contract from Turf Management be accepted at the next available City Council Meeting. The funds were included in the FY23 budget requests.

Please let me know if you have any questions.

CC: Rebecca Leavings  
Jamie Lee

# **Sample Contract for Grounds Maintenance**

## **1. Scope of Services**

\_\_\_\_\_ (referred to as "CONTRACTOR") is to provide all supervision, labor, equipment and services required to perform all lawn services for Vestavia Hills Public Service as specified herein from October 1, 2022, to September 30, 2025, for the contract price of \_\_\_\_\_.

## **2. Safety Standards**

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

## **3. Discontinuance of Work**

CONTRACTOR upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous as determined by the City of Vestavia Hills.

## **4. Observance of Laws, Ordinances and Regulators**

CONTRACTOR at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. CONTRACTOR shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

## **5. Protection of Underground Utilities**

CONTRACTOR shall be responsible for contacting the appropriate utility for location of any underground services, which are in the work area and could be damaged by operations of CONTRACTOR.

## **6. Addition or Deletion of Areas**

The City of Vestavia Hills reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to CONTRACTOR of the areas to be



serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the City of Vestavia Hills, failure of CONTRACTOR to comply with the approved lawn service schedule shall be sufficient cause to give notice that CONTRACTOR is in default of the contract.

#### **7. Work Schedule**

CONTRACTOR will schedule the work during typical work hours for related services, unless authorized by the City of Vestavia Hills. Serviced areas shall be completed on Tuesday-Friday, weekly, unless changed by City of Vestavia Hills.

#### **8. Licenses and Permits**

CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to contract.

#### **9. Subcontracts**

CONTRACTOR will not be allowed to subcontract work under this contract unless written approval is granted by the City of Vestavia Hills. CONTRACTOR, as approved, shall bind the subcontractor. All directions given to the subcontractor in the field shall bind CONTRACTOR as if the notice has been given directly to CONTRACTOR.

#### **10. Execution of the Contract**

The contract, when executed, shall be deemed to include the entire agreement between the parties. CONTRACTOR shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the City of Vestavia Hills.

#### **11. Supervision**

This contract will be under the direct supervision of the City of Vestavia Hills. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between CONTRACTOR and City of Vestavia Hills and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

#### **12. Work Crew Supervision**

CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by CONTRACTOR to accept and act upon all directives issued by the City of Vestavia Hills. (Within the Contract's scope of work) Failure of the supervisor to

act on said directives shall be sufficient cause to give notice that CONTRACTOR is in default of the contract unless such directives would create potential injury or safety hazard.

### 13. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

### 14. Contract Termination

The City of Vestavia Hills shall have the right at any time to cancel this contract for reasons other than breach by CONTRACTOR and require CONTRACTOR to cease work thereon. In such cases CONTRACTOR will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

### 15. Insurance

CONTRACTOR agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
  - i) \$500,000 for any one person occurrence
  - ii) \$1,000,000 for any one occurrence
  
- b) For damage to property not belonging to CONTRACTOR or his subcontractors in an amount not less than:
  - i) \$500,000 for any one accident
  - ii) \$1,000,000 aggregate amount
  
- c) For personal injuries including death and/or for damages to property not belonging to CONTRACTOR or his subcontractors caused by automotive equipment or used by CONTRACTOR or his subcontractors in an amount not less than:
  - i) \$500,000 personal injury per person per occurrence
  - ii) \$1,000,000 personal injury per occurrence
  - iii) \$500,000 property damage per accident
  
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
  - i) \$500,000 employer's liability per person
 

Such insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in

any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

## **16. Crew Information**

- a) Crews will be dressed neat. Shirts shall be worn at all times
- b) Courtesy to persons utilizing City facilities is required at all times
- c) Breaks will be taken individually
- d) No "horseplay" will be tolerated on the job.
- e) All refuse from lunches and breaks will be disposed of immediately.
- f) No items of trash will be run over with mowers or weed eaters. Trash pick-up is the responsibility of the City and efforts must be made to schedule lawn maintenance accordingly.

## **17. Equipment**

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City of Vestavia Hills. The City of Vestavia Hills reserves the option to demand replacement of any equipment, which in its opinion has a poor operational record.
- b) Equipment will not be stored on City property.
- c) All equipment, which is to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

## **18. Required Work**

### City Hall Complex to include Police Department

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.

- All lawns should be over-seeded during the winter months to ensure green lawns year-round.
- The two large lawns should be aerated and top-dressed at least 2 times per year
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### McCallum, Byrd, Shallowford, Meadowlawn Parks

- All work to be done once a week during the months of March through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Director of Public Service or designee. Work to be done twice per month from October through February.
- Mow; trim hedges and weed eat/trim entire park common areas.
- Edge curbing in all areas where curbing exists
- Keep leaves swept up during fall in the areas.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Common Area behind The Glenn, Town Village, and Andy's Nursery

- All work to be done once a week during the months of June through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Director of Public Service or designee. Work to be done once per month from

October through March. Work to be done twice per month April and May. Total of 26 cuts

- a) Mow; trim hedges and weed eat/trim the bank from Morgan Drive beside Andy's Nursery along the sidewalk/fenceline to the end of the sidewalk behind Town Village (to the corner of Janebo Road/Cherry Tree Lane). On the side away from the creek to the home owners' property line, and on the side toward the creek 8 to 10 feet. Once per year in March, the area from the side walk to the creek behind the Glenn should be cut back to no higher than 8 inches.
- b) Twice per year the retention pond behind Town Village should be cut back and all debris removed from the pond
- c) All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- d) When work is complete all sidewalks, roads, etc must be free of clippings.
- e) If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- f) Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Sicard Hollow Athletic Complex (SHAC)

- g) All work to be done once a week during the months of March through September, on Tuesday-Friday unless changed by inclement weather or by the direction of the Director of Public Service or designee. Work to be done once per month from October through February.
- h) Mow; trim hedges and weed eat/trim Parking islands and common areas inside the fence to include the grass hill between the upper and lower fields, and the entryways into the complex. This should include maintaining the grass and keeping the beds refreshed monthly.
- i) Keep grass areas around the pickleball courts, pavilion, splashpad and dog park mowed, edged, trimmed and weed free once per week April through September and twice per month October through March.
- j) Edge curbing in all areas where curbing exists
- k) Keep leaves swept up during fall in the areas.
- l) All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- m) When work is complete all sidewalks, roads, etc must be free of clippings.
- n) If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- o) Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Altadena Valley Park

- p) All work to be performed every 3 weeks during the months of April through August. Work to be performed as needed during September through March. Total not to exceed 10 times annually.
- q) Mow entire acreage to a height not to exceed 4 inches. Ensure paved paths are clear of debris and grass clippings.
- r) All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- s) When work is complete all sidewalks, roads, etc must be free of clippings.
- t) If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- u) Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Wald Park

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.
- The two large lawns should be aerated and top-dressed at least 2 times per year
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Liberty Park Sports Complex

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all areas outside of the athletic fields to include the area between the baseball/softball fields and parking lot areas. The area from the parking lot to the fence for the soccer fields should be maintained. The grass along the roadway inside the park should be maintained on both sides of the

road for at least 15 feet where possible. The grassy areas around the tunnel on both sides of the road should be maintained and have a clean appearance. It does not include the area in the fenced maintenance building area.

- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain parking islands with mulch (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Cahaba Heights Park

- All work to be done once a week, on Monday-Thursday unless changed by inclement weather or by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.
- All lawns (except the dog park) should be over-seeded during the winter months to ensure green lawns year-round.
- The play lawn should be aerated and top-dressed at least 2 times per year
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.

- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Dog Parks (Cahaba Heights and SHAC)

- All work to be done once a week March through September and twice per month October through February, unless changed by the direction of the Director of Public Service or designee.
- Mow and weed eat/trim all areas inside the fence and trim the fence line inside and outside.
- Evaluate irrigation infrastructure in the park to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

#### Civic Center

- All work to be done once a week March through September and twice per month October through February, unless changed by the direction of the Director of Public Service or designee.
- Mow; trim hedges and weed eat/trim all common areas.
- Fertilize lawns as necessary to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks
- Edge curbing in all areas where curbing exists
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year)
- Keep leaves swept up during fall in the areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete all sidewalks, roads, etc must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Service or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.



### Library in the Forest

- All work to be done weekly from March 1 through September 30, on Tuesday-Friday unless affected by inclement weather or by a special request from the Director of Public Service or designee. From October 1 through February 28, all work is to be done bi-weekly.
- Scope of work includes:
  - a. Mowing lawns, edge, weed-eat along Roundhill Road, both parking lots, both sides of the building, and the back of the building
  - b. Edge curbing in all areas where curbing exists
  - c. Fertilize ornamental plantings and bed areas in accordance with the specific needs of the plants and to maintain a healthy and vigorous condition.
  - d. Maintaining all beds to include bed cover, perennials, annuals, and edging/trimming. Beds include those along Roundhill Road, both parking lots, the front of the building, the sides of the building, the back of the building, and the Rooftop Garden.
  - e. Replenishing mulch in all beds twice per year in March and September
  - f. Pruning and trimming plants in all beds annually in March and / or April
  - g. Replacing dead plants, shrubs, trees, etc. with a similar plant variety after discussion with the Director of Public Service or his designee.
  - h. Controlling/pulling weeds in all landscaping within the beds, grass areas, and lawns
  - i. Picking up, removing, and disposing of all trash and debris, such as paper, bottles, cans, leaves, weeds, broken limbs, etc.
  - j. Sweeping, blowing and bagging leaves throughout the year in all areas, including the entrances in the front and back of the Library.
  - k. Trimming and maintaining the path to and places around the Remembrance Garden located behind the Library and near the pathway to the trails
  - l. Evaluate irrigation infrastructure in the lawns, beds and rooftop garden to ensure functionality on each visit. Any defect should be reported to the Director of Public Service or his designee.
- All work must meet general grooming standards of a public facility as set by the Director of Public Service or his designee.
- When work is complete, all sidewalks, roads, etc. must be free of clippings.
- If work is unsatisfactory, the contractor will be notified by the Director of Public Service or his designee and will be given a deadline to make corrections. If corrections are not made to the satisfaction of the Director of Public Service or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor. If repairs are not made in a timely manner, a 25% penalty for the month's payment will be imposed.

### **19. Required Documentation**

- Detailed Reports for each venue should be prepared and emailed to the Director of Public Services or designee on a quarterly basis (January 15, March 15, June 15,

and September 15). In the report the following information at a minimum should be included:

- i) Number of visits with dates of visits
- ii) Fertilization and chemical application schedule
- iii) Any irrigation system concerns
- iv) Any dead loss
- v) Any new plantings (perennials, annuals, etc.)
- vi) Over seeding schedule if applicable
- vii) Any upcoming potential concerns (i.e. end of life cycle)

## **MAINTENANCE OPERATIONS**

### **LAWNS:**

#### **Mowing:**

1. Mow lawns needed to maintain a neat appearance.
2. Lawn height shall not exceed one-half again the specified mowing height before mowing. Mow Bermuda lawn at a cutting height of one and one-half inches (1 1/2").
3. Bag clippings during mowing or remove immediately after mowing is performed. Dispose of clippings off site.
4. Immediately remove debris resulting from mowing operations from curbs, walks, drives and other surfaces.

#### **Edging:**

1. Edge curbs, drives, walks and areas bordering lawn needed to maintain a neat appearance.
2. Remove and dispose of off-site, all debris the same day as the areas are edged.
3. Edge around trees, posts, utilities, etc. Do not use a weed eater around trees and shrubs.
4. Maintain all shapes and configurations of plant beds as originally installed. Provide a clean trenched line between all lawn and mulched areas.

#### **Debris Removal:**

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc. as necessary to maintain a manicured, neat and clean appearance.

### **SHRUB PLANTINGS AND BED AREAS:**

#### **Pruning:**

1. Prune all ornamental plantings in accordance with standard horticultural practice to adequately maintain an attractive shape and fullness with respect to the intended character of the plant. Pruning shall be done with clean, sharp tools.
2. Prune to remove dead and/or diseased wood as it occurs throughout the year.
3. Remove and dispose of off-site, all debris the same day it is accumulated.

**Mulching/Straw:**

1. Rake bed surface areas one (1) time per month minimum to maintain a fresh appearance and to remove foreign material.
2. Replenish mulch/straw two (2) times a year minimum, once in the spring and once in the fall. Replenish to the original specified depth of 2" after settlement.

**Fertilization:**

1. Fertilize ornamental plantings and bed areas in accordance with the specific needs of the plants to maintain a healthy and vigorous condition.
2. Apply fertilizer two (2) times a year minimum with a fertilizer analysis confirming to Soil Test Reports. Spread fertilizer around the base of the plant and work into soil by hand. Thoroughly water all plantings immediately following fertilizer application.

**Insect and Disease Control:**

1. Inspect all ornamental plant material once every two (2) weeks to ensure against insect infestations or diseases.
2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer's recommended rates of application and precautions.

**Weed Control:**

1. Contractor shall employ mechanical or chemical measures to ensure that weeds or undesirable plants or grasses do not encroach upon or establish in shrub areas.
2. Apply pre-emergent herbicides to shrub and bed areas to prevent summer annual broadleaf and grass-type weeds.
3. Apply contact herbicides for control of perennial broadleaf and grass-type weeds.

**Debris Removal:**

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc., from shrub plantings and bed areas as necessary to maintain a manicured and clean appearance.

**TREES:**

**Pruning:**

- 1. Remove all sucker growth (shoots that sprout out around base of tree trunk) as required.
- 2. Prune to remove all dead, broken or diseased branches or wood as it occurs throughout the year.
- 3. Remove and dispose of off-site, all debris the same day it is accumulated.

**Mulch/Straw:**

Replenish mulch/straw as required to maintain the original specified depth of two inches (2") after settlement two (2) times a year minimum.

**Insecticides and Disease Control:**

- 1. Inspect all trees once per month to ensure against insect infestations or diseases.
- 2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer's recommended rates of application and precautions.

Signed for CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_ Date

Signed for the City of Vestavia Hills

\_\_\_\_\_ Mayor

\_\_\_\_\_ Date

\_\_\_\_\_ City Manager

\_\_\_\_\_ Date

Invitation to Bid - Grounds Maintenance

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON JULY 21, 2022 AT 10:00 AM. BIDS TO BE TURNED IN NO LATER THAN 10:00 AM ON THIS DATE.

DATE: JULY 21, 2022
BID: Grounds Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Turf Management Systems, Llc

PRICE\*: Please use attached Spreadsheet for pricing WARRANTY:

DELIVERY DATE: July 21, 2022

BIDS GOOD THROUGH\*\*: 90 days

\*See Specifications Enclosed.
\*\*All bids must be good for a minimum of 90 days.

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise. This form must be notarized.

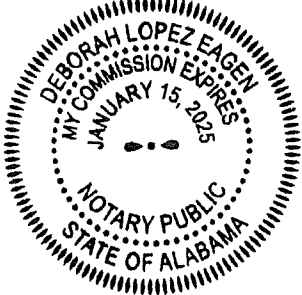
FIRM Turf Management Systems, Llc
BY [Signature] President
ADDRESS 2120 16th Ave S Suite 100
Birmingham, Al 35205
PHONE 205-979-8604

Sworn and Subscribed before me this the 20 day of July, 2022.

[Signature]
Notary Public

My Commission Expires January 15, 2025 DATE July 20, 2022

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.



[Signature]
Rebecca Leavings, Purchasing Agent

## Bid Sheet

### Grounds Maintenance

Area	Price Per Cut	Annual Cost
City Hall Complex/Police Department	Not Applicable	\$52,007
McCallum, Byrd, Shallowford, and Meadowlawn Parks	Not Applicable	\$20,276
Wald Park	Not Applicable	\$43,709
Cahaba Heights Park	Not Applicable	\$23,046
Sicard Hollow Athletic Complex (SHAC)	Not Applicable	\$11,026
Liberty Park Sports Complex Common Areas	Not Applicable	\$13,559
Library in the Forest	Not Applicable	\$8,259
Dog Parks	Not Applicable	\$9,348
Civic Center	Not Applicable	\$10,880
Common area behind The Glenn, Town Village, and Andy's Nursery	\$202	Not Applicable
Altadena Park	\$2,145	Not Applicable
Overseeding – 10 pounds/thousand	\$70/1000	Not Applicable
Topdressing – Price Per ton	\$98/T	Not Applicable
TOTAL		\$192,110

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Turf Management Systems, LLC

2120 16th Ave. S. Suite 100, Birmingham, AL 35205

as Principal, hereinafter called the Principal, and FCCI Insurance Company

6300 University Parkway, Sarasota, FL 34240

a corporation duly organized under the laws of the State of FL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Vestavia Hills

1032 Montgomery Highway, Vestavia Hills, AL 35216

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ \_\_\_\_\_ 5% \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Vestavia Hills Grounds Maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

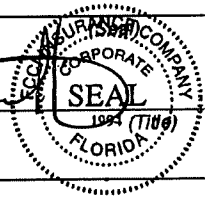
Signed and sealed this 19th day of July, 2022

*[Handwritten Signature]*  
(Witness)

Turf Management Systems, LLC  
(Principal) (Seal)  
By: *[Signature]* *[Signature]*  
(Title)

*[Handwritten Signature]*  
Jennifer Barranco (Witness)

FCCI Insurance Company  
(Surety)  
By: *[Signature]*  
Attorney-in-Fact Jeffrey W. Cutshall





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jeffrey W. Cutshall

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

Surety Bond No.: Bid Bond
Principal: Turf Management Systems, LLC
Obligee: City of Vestavia Hills

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023
Notary Public State of Florida
Peggy Snow
My Commission GG 282401
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023
Notary Public State of Florida
Peggy Snow
My Commission GG 282401
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 19th day of July, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Invitation to Bid - Grounds Maintenance

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON JULY 21, 2022 AT 10:00 AM. BIDS TO BE TURNED IN NO LATER THAN 10:00 AM ON THIS DATE.

DATE: JULY 21, 2022
BID: Grounds Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

\*\*\*\*\*

NAME OF COMPANY: Landscape Workshop, LLC

PRICE\*: Please use attached Spreadsheet for pricing WARRANTY: not required

DELIVERY DATE: July 21, 2022

BIDS GOOD THROUGH\*\*: November 1, 2022

\*See Specifications Enclosed.
\*\*All bids must be good for a minimum of 90 days.

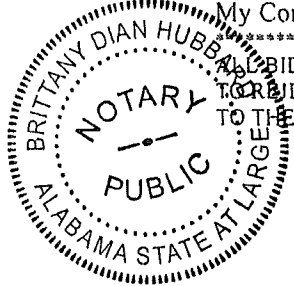
I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition. by agreement to bid at a fixed price or to refrain from bidding or otherwise. This form must be notarized. FIRM Landscape Workshop, LLC

Sworn and Subscribed before me this the 20th day of July, 2022.

BY [Signature]
ADDRESS 550 Montgomery Hwy, suite 200
Vestavia Hills, AL 35216
PHONE 205/424-0244

[Signature]
Notary Public

My Commission Expires 3/22/26. DATE July 20, 2022



ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO OBJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

[Signature]
Rebecca Leavings, Purchasing Agent

## Bid Sheet

### Grounds Maintenance

Area	Price Per Cut	Annual Cost
City Hall Complex/Police Department	Not Applicable	\$48,696.00
McCallum, Byrd, Shallowford, and Meadowlawn Parks	Not Applicable	\$ 52,896.00
Wald Park	Not Applicable	\$107,040.00
Cahaba Heights Park	Not Applicable	\$39,192.00
Sicard Hollow Athletic Complex (SHAC)	Not Applicable	\$34,284.00
Liberty Park Sports Complex Common Areas	Not Applicable	\$52,164.00
Library in the Forest	Not Applicable	\$24,234.00
Dog Parks	Not Applicable	\$12,960.00
Civic Center	Not Applicable	\$23,940.00
Common area behind The Glenn, Town Village, and Andy's Nursery	\$1,008.00- Park Area per cut \$1,800.00 Retention Pond per cut	Not Applicable
Altadena Park	\$2,100.00	Not Applicable
TOTAL	\$4,908.00	\$395,406.00

	Location/Facility	Monthly Cost
1	City Hall and Police Department	\$ 4,058.00
2	Common Area behind The Glenn, Town Village and Andy's Nursery	\$ 2,484.00
3	McCallum Park	\$ 1,192.00
4	Byrd Park	\$ 1,440.00
5	Shallowford Park	\$ 988.00
6	Meadowlawn Park	\$ 788.00
7	Sicard Hollow Athletic Complex (SHAC)	\$ 2,857.00
8	Altadena Valley Park	\$ 1,750.00
9	Liberty Park Sports Complex	\$ 4,347.00
10	Wald Park	\$ 8,920.00
11	Cahaba Heights Park	\$ 3,266.00
12	SHAC Dog Park	\$ 586.00
13	Cahaba Heights Dog Park	\$ 494.00
14	Civic Center	\$ 1,995.00
15	Library in the Forest	\$ 2,019.50



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## City of Vestavia Hills: Grounds Maintenance Proposal

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July 21, 2022

PREPARED FOR

**Brian Davis, Director of Public Services**  
**Rebecca Leavings, Purchasing Agent**

PREPARED BY

**Caren Gresham, Business Development Manager**  
**Landscape Workshop, Central AL**  
**Cell (205) 552-4241**





**THANK YOU**

City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

Dear Brian and Rebecca,

Thank you for allowing **Landscape Workshop** to prepare and present our proposal for landscaping and professional grounds management services for the **City of Vestavia Hills/Grounds Maintenance**.

For over 35 years, Landscape Workshop has built its reputation as the leading and largest commercial landscaping and professional grounds maintenance services company in the Southeast. With our headquarters in Birmingham and (12) branch operations serving clients in AL, MS, GA, TN, KY and northwest FL- we continue to bring out the best in every property.

**Landscape Workshop** is a commercial properties full service landscape and grounds management company. In addition to scheduled turf, shrubbery, arbor, seasonal color plantings and complete irrigation system maintenance- we also provide complete landscape architecture design and installation services. Our commitment to professionalism and client communications sets us apart and has earned us our reputation as the "lead dog" in the landscaping industry.

Should our proposal not totally meet your exact requirements, we would welcome the opportunity to have further dialogue to explore the quoted Scope of Work specifications. Our objective is to create a more customized package of services that will help you to best realize your landscaping goals, while meeting your financial budget management requirements.

Thank you, again. We are eager to earn your business and truly look forward to partnering with you.

Sincerely,

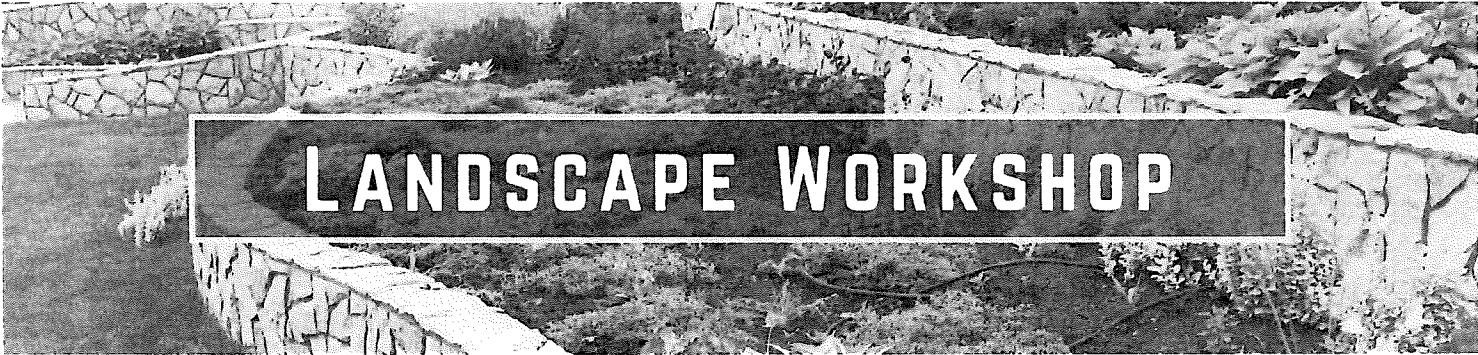
*Caren Gresham*

Business Development Manager/Central AL  
**Landscape Workshop**

Landscape Workshop is a full-service grounds maintenance provider for commercial properties across the Southeast. Our reputation for excellence is driven by our carefully-cultivated team of professionals, which includes degreed horticulturalists, expert landscapers, irrigation specialists and hundreds of year-round, E-verified, background checked, experienced crew members.

As one of the largest landscaping companies in the US, the LW footprint includes all of Alabama and Tennessee and expands into parts of Georgia, Kentucky, Mississippi and the Florida panhandle. We continue to expand our footprint.

As a trusted industry leader since 1984, we have been maintaining landscapes and providing superior customer service for close to 40 years. Our comprehensive line of service offerings includes: landscape maintenance and design, award-winning seasonal color programs, irrigation installation and maintenance, facility services, as well as landscaping construction and installation.



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**a leader in the  
GREEN  
INDUSTRY  
since 1984**

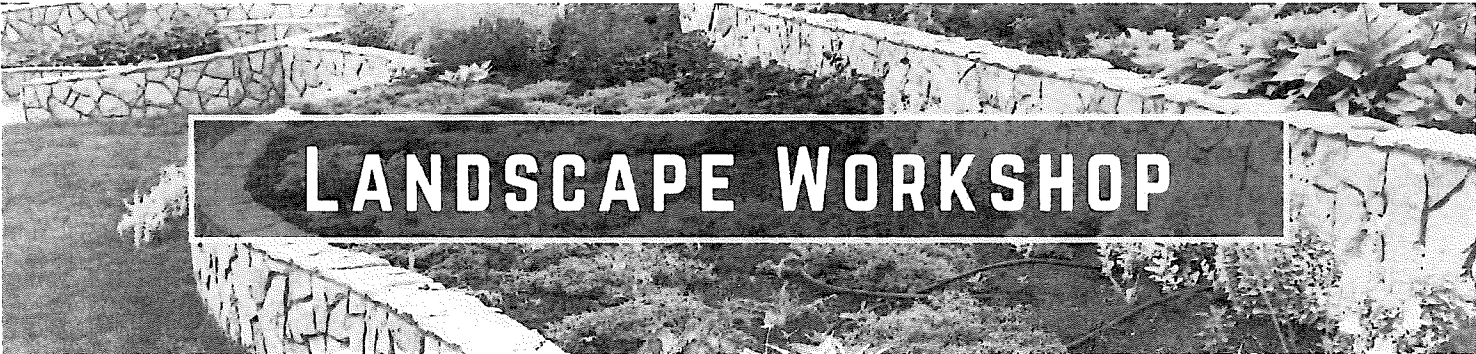
**over 600 years  
INDUSTRY  
EXPERIENCE  
combined**

**one of the  
TOP 50  
LANDSCAPE  
COMPANIES  
in the U.S.**

Landscape Workshop is a full-service grounds maintenance provider for commercial properties across the Southeast. Our reputation for excellence is driven by our carefully-cultivated team of professionals, which includes degreed horticulturalists, expert landscapers, irrigation specialists and hundreds of year-round, E-verified, background checked, experienced crew members.

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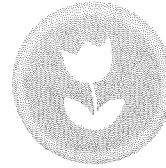
**✿ Professional Grounds Management ✿**



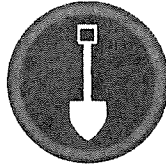
**Maintenance**



**Enhancements**



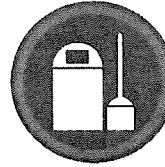
**Floriculture**



**Construction**



**Irrigation**



**Facility Services**

**PROACTIVE  
MANAGEMENT**

**Perceptive &  
Prompt**

LW proactively informs customers about their properties' needs with focused attention and frequent communication. Clients are able to leave the worry to us.

**DEDICATED  
PROFESSIONALS**

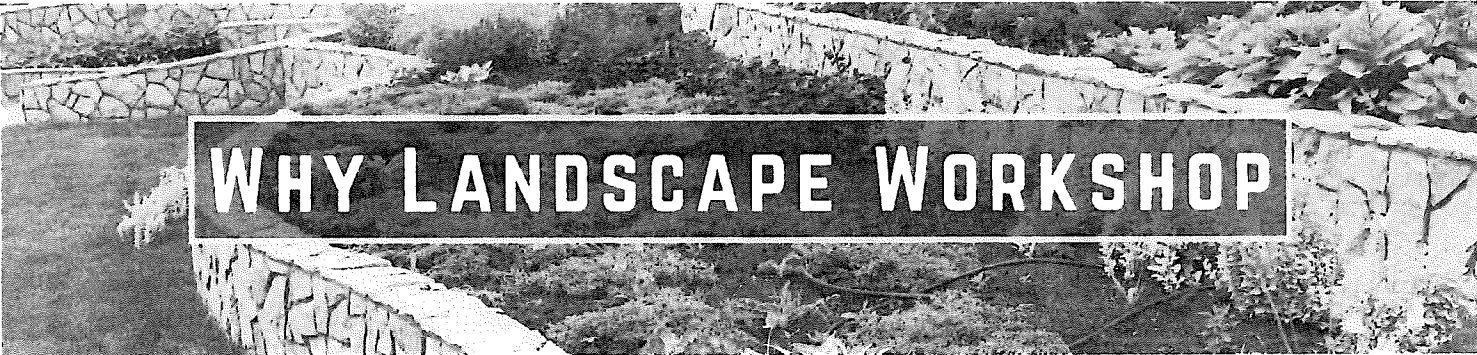
**Passionate  
About  
Landscaping**

LW's team of highly trained professionals is the foundation of our success. We empower team members to address all landscaping needs quickly and efficiently.

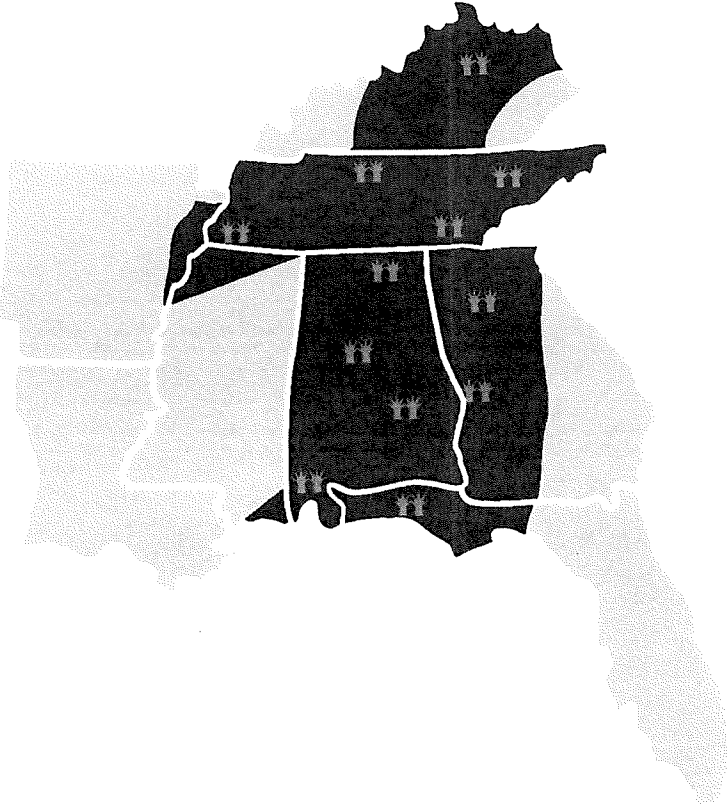
**QUALITY  
SERVICE**

**Committed to  
Excellence**

LW is consistently recognized for providing comprehensive commercial landscape services and solutions that exceed our client expectations.



With multiple locations throughout the southeast, LW has the resources to consistently deliver superior landscaping services across our expansive footprint. Our regional clients have the unique benefit of hiring one landscape vendor for multiple locations.



**REGIONAL CLIENTS**

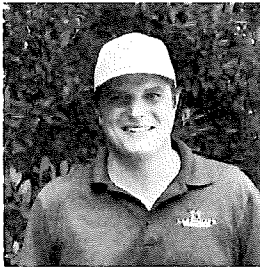
- Baumhower's Victory Grille
- Church of Latter Day Saints
- BC/BS of Alabama
- CVS Pharmacy
- Urgent Care for Children
- Regions Bank
- Cadence Bank
- QuikTrip





Landscape Workshop's flagship location, LW Birmingham, proudly serves as Central Alabama's largest provider of commercial landscaping services. Since 1984, our team of dedicated professionals has earned a well-deserved reputation for providing expert landscaping services with a proactive management approach. LW Birmingham operates out of two branch locations, allowing us to provide professional commercial landscaping services throughout Central Alabama. Our service area extends east to Tuscaloosa, west to Pell City, and north to Cullman, south to Sylacauga.

Under the leadership of General Manager Adam Leger, the LW Birmingham team is held accountable to delivering high-quality service with proactive management and responsive communication. Our experienced horticulturalists are passionate about landscaping and are dedicated to providing our customers with a first-class experience. Adam ensures his team performs at a high-level by consistently developing talent and upholding LW's culture of safety and performance.



**Adam Leger**

**ADAM LEGER, General Manager**

[aleger@landscapeworkshop.com](mailto:aleger@landscapeworkshop.com)

Education: Auburn University | B.S. in Ornamental Horticulture

With over 15 years of experience in the green industry, Adam has dedicated his career to providing exceptional landscaping services to a wide array of commercial clients. Since joining Landscape Workshop in 2014, Adam's exceptional performance and dedication to customer service resulted in numerous promotions. Prior to his role as General Manager of LW Birmingham, Adam served as Operations Manager for Central Alabama, General Manager of LW Montgomery/Auburn and General Manager of LW Nashville.

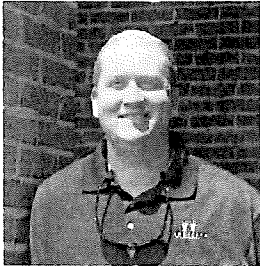
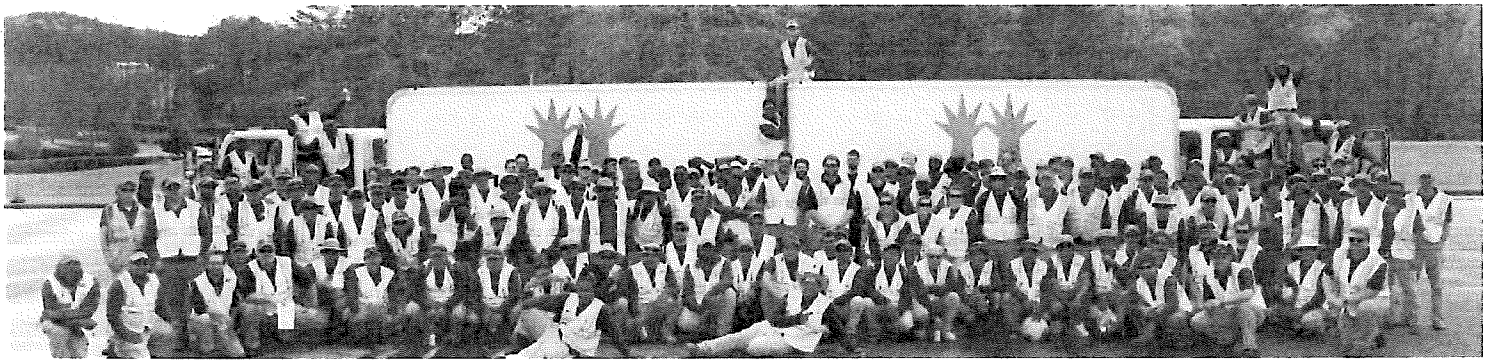


**Caren Gresham**

**CAREN GRESHAM, Business Development Manager**

[cgresham@landscapeworkshop.com](mailto:cgresham@landscapeworkshop.com)

With over 10-years of sales experience, Caren serves as the Business Development Manager for the Central Alabama market. Caren obtained a Master's Degree in Social Work, starting out as a Medical Social Worker and Case Manager. Progressing her career, she took on the role of Pharmaceutical Sales Representative, and most recently held the title of District Sales Manager for a high-end women's clothing line. Caren joined the Landscape Workshop in 2021, bringing with her an established sales background and a thoughtful appreciation of the Greater Birmingham area. Caren is passionate about creating and cultivating professional relationships as she works to expand LW Birmingham's portfolio of commercial accounts.



JEREMY COMER

### JEREMY COMER, Senior Account Manager and Enhancements Manager

[jcomer@landscapeworkshop.com](mailto:jcomer@landscapeworkshop.com)

Jeremy is a graduate of Auburn University and holds a B.S. in Ornamental Horticulture. He manages all enhancement operations for the Birmingham branch, manages several maintenance accounts, and provides enhancement support to other Landscape Workshop branches throughout the Southeast. Jeremy has over 7 years of industry experience and is ICPI certified for hardscape construction. He also holds an Alabama state license in Setting of Landscape Plants (SLP).

#### **Our Clients Say It Best...**

*"They are extremely dependable and I never have to call them back for anything. Our grounds look great!"*

*"Your people are your biggest asset. All of my account managers are great. The people are easy to deal with, knowledgeable and seem eager to do a good job."*

*"Landscape Workshop does an exceptional job with keeping our property looking Great!"*

## Proactive Management

LW Birmingham's team of Account Managers is comprised of degreed, knowledgeable horticulturalists who are committed to exceeding our customers' needs and expectations. Using a proactive management approach, their responsibility is to ensure that field crews provide superior service and high-quality product while operating safely and efficiently.

LW Account Manager's serve as a single-point-of contact for our customers, ensuring consistent and reliable service through thoughtful attention and open communication.

## Dedicated Professionals

Our team of hard-working professionals is the foundation of Landscape Workshop's success; employees are held to the highest standards of safety and professionalism. All LW team members are E-verified and background checked, full-time employees who consistently receive comprehensive training on safety and best practices. LW empowers team members to address landscaping needs quickly and efficiently.

## Quality Service

LW strives to consistently provide comprehensive landscape services and solutions that not only meet our clients' needs, but also exceed their expectations. Our professionals are dedicated to excellence, providing detailed care that takes the headache out of landscape management for our busy clients.

Our breadth of services affords our customers the benefit of hiring one vendor to oversee all grounds management matters.

**Local Representative Clients**

Cahaba Grand Office Park  
The Pizitz  
Bayer Properties  
One Inverness Center  
The Colonnade

Shannon Waltchack Group  
Retreat at Greystone  
The Narrows  
Summer Classics

Pell City Municipal Complex  
Patton Creek  
Mitchell's Place  
Town of Mount Laurel  
Altamont School

**CLIENT PORTFOLIO**

**LW Representative Commercial Clients**

CORPORATE / OFFICE

ALFA Alabama Headquarters  
BL Harbert International  
Redstone Gateway  
Airpark Business Center

HOSPITALITY

InTown Suites  
OWA Amusement Park  
Edgewater Beach Resort  
Sea Watch Condominiums

RETAIL

Tanger Outlets  
The Summit Birmingham  
The Pinnacle at Turkey Creek  
Bass Pro Shops

EDUCATION

Auburn University Research Park  
University of Tennessee  
Memphis University School  
University of Kentucky

INDUSTRIAL

Home Depot Warehouse  
Southern Research Institute  
American Honda Motor Corp.  
Blue Bell Creameries

HOA

The Waters HOA  
Swift Creek Plantation  
Creskide Manor HOA  
Ross Bridge Neighborhood Association

HEALTHCARE

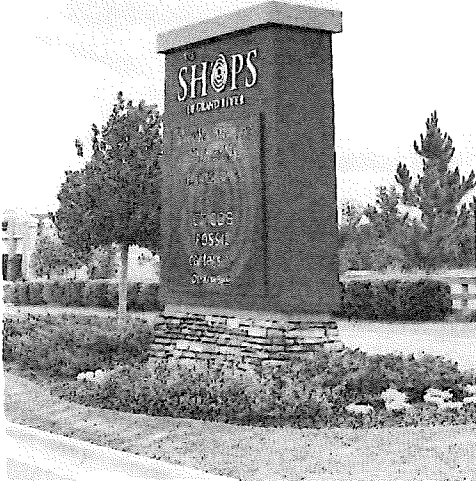
Children's of Alabama  
UAB Midwest Emergency Room  
South Baldwin Regional Medical Center  
Baptist Memorial Hospital

MUNICIPAL

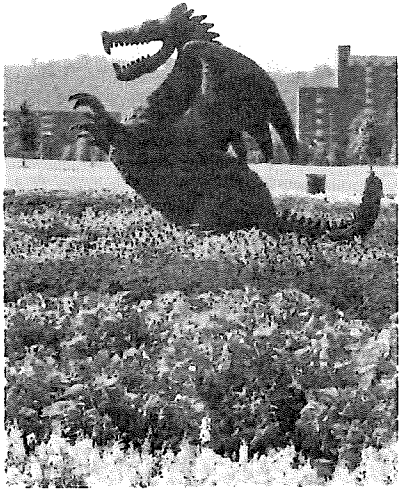
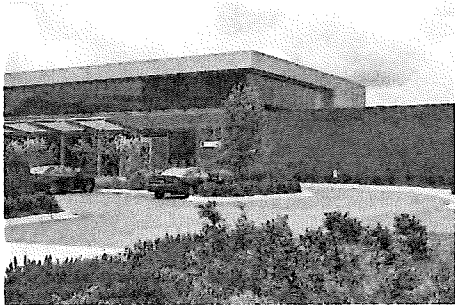
City of Hoover  
City of Foley ~ Floriculture  
Town of Collierville  
Pell City Municipal Complex

SENIOR LIVING

Shannondale of Maryville  
Sommerby Senior Living  
Meadowthorpe Assisted Living  
Dominion Senior Living



**LOCAL PORTFOLIO**



# **🌱 The Landscape Workshop Difference 🌱**

Landscape Workshop employees are held to the highest standards. From our crews in the field to our corporate culture, we pride ourselves on our professionalism. We enforce strict conduct measures to ensure a first-class experience at every property and to keep our employees and clients safe at all times.

- |  |  |                                    |
|--|--|------------------------------------|
| <b>Professional Crews</b>              | <b>Consistent Safety Training</b>      | <b>No Smoking or Headphones</b>    |
| <b>Dedicated Point Of Contact</b>      | <b>Regular Property Quality Audits</b> | <b>Neat And Clean Vehicles</b>     |
| <b>E-verified, Full-time Employees</b> | <b>Landscape Workshop Uniforms</b>     | <b>State-of-the-art Technology</b> |
| <b>Background Checks</b>               |  | <b>Insured And Compliant</b>       |

## **Single Source For All Grounds Management Services**



# **🌱 Industry Awards and Honors 🌱**

### NATIONAL ASSOCIATION OF LANDSCAPE PROFESSIONALS

- Silver Award of Excellence The National Memorial for Peace and Justice, 2019 and 2021
- Overall Safety Achievement Award Silver Performance Level, 2020
- No Days Away from Work Award, 2020
- Bronze Award of Excellence Pinnacle at Turkey Creek, 2018
- Grand Award of Excellence the Summit Birmingham, 2017
- Award of Excellence Redstone Gateway, 2016

LANDSCAPE MANAGEMENT  
LM150 Largest Landscape Companies

BIRMINGHAM BUSINESS JOURNAL  
Birmingham's Top Landscape Firm  
Birmingham's Top 30 Fastest Growing Companies  
Birmingham 100 - Largest Private Companies

LAWN AND LANDSCAPE  
Top 100 List, 2020

INC. 5000  
Fastest Growing Private Companies, 2020

GREATER BIRMINGHAM APARTMENT ASSOCIATION  
Best of the Best: Landscaping Company

# MAINTENANCE CONTRACT

## Annual Landscape Maintenance Service

### term of agreement, cancellation, even monthly payments, and equalization fee

The Term of the contract for Annual Landscape Maintenance Services shall be for a period of twelve (12) months. This Landscape Maintenance Services contract may be canceled by either party effective thirty (30) days from receipt of written notice from the other party. Although the payment schedule for these services is pro-rated into twelve (12) equal monthly installments for Customer's convenience, the actual cost of the Landscape Maintenance Services are substantially higher during the growing season months. Therefore, if during the twelve month contract period this contract is canceled by the Customer for any reason, the Customer agrees to pay the Contractor any amount (the "equalization fee") above and beyond the amounts already paid for the actual work performed. The chart below illustrates the percent of the contract's value performed in each month. Enhancement services included in monthly installments, such as seasonal color and mulch, are not included in the chart and will be added to the value performed for purposes of calculating the equalization fee if the work has been completed. For example, if a contract without enhancement services begins on January 1 and is canceled after its tenth month, 89% of the annual work will have been performed but only 83.3% of the annual contract value will have been billed. The equalization fee charged to the Customer will be 5.7% of the annual contract value.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
4.0%	7.0%	8.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	6.0%	5.0%	100%

## Annual Facility (Sweeping, Portering, And Outdoor Janitorial) Services

### term of agreement and cancellations

The term of the contract for Annual Facility Services shall be for a period of twelve (12) months. The Facility Services contract may be canceled by either party effective thirty (30) days from receipt of written notice from the other party. Because the cost structure of Facility Services is not seasonal, there is no equalization fee for cancellation of Facility Services at any time.

## Automatic Renewal

In the event the Customer does not provide Contractor with 30-days written notice of their intent to discontinue services on the annual expiration date, this contract will automatically renew itself year-to-year under the same terms and conditions herein until canceled by either party upon 30-days written notice. After one full calendar year of service the next and subsequent renewal prices will be increased by the same percent as the increase in the US Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous year, which can be found on a monthly basis at [bls.gov/cpi/latest-numbers.htm](http://bls.gov/cpi/latest-numbers.htm). Landscape Workshop will provide at least 30 days written notice of the Annual Increase to the Customer.

## Payments

All payments for Services provided under this contract are due and payable on the first day of each month. Terms are NET THIRTY (30) DAYS. Balance Due not paid by the thirtieth (30th) day of the month will be charged a late fee of 1.5% per month beginning forty (40) days after the invoice date. In the event that it is necessary for Contractor to employ an attorney or collection agency to collect any monies owed by Customer under the terms of this contract, or if Contractor incurs any expense in the exercise of any rights hereunder, Customer agrees to pay all reasonable attorney fees, charges made by the collection agency, or any expense of Contractor incurred as a result of the Customer default. Amounts outstanding at the time of termination shall become immediately due and payable. Customer must pay all invoices in full by the due date to avoid any interruption in services. Contractor may suspend services as a result of any amounts that are past due. If the Customer is not current with all payments and services are interrupted, this contract will remain in place and once payments are current, services will resume as normal.

**MAINTENANCE CONTRACT**

**Workmanship And Customer's Duty To Inspect Work**

Work shall be performed in a workmanlike manner according to standard practices. Contractor reserves the right to assign or subcontract any part of this work. Customer has a duty to inspect the property or properties described herein within three (3) days after any services performed. If the Customer has reasonable cause for dissatisfaction with the work performed, written notice of such dissatisfaction shall be provided to Contractor within five (5) days from the completion of services. Contractor shall then have ten (10) days to repair or correct such work at no additional cost to Customer. Customer's failure to properly notify Contractor of any dissatisfaction of any work called for under this Agreement shall constitute a waiver of any claim or offset Customer may have in regards to the services rendered by Contractor under this contract.

**Liability, Insurance, Choice Of Law, Pricing, Scope Of Services, And Other Provisions**

Contractor will carry worker's compensation, automobile liability, and comprehensive general liability insurances for the duration of this contract and upon request will provide a certificate of insurance. Contractor is an independent contractor and Customer assumes no liability for injury to the Contractor or the Contractor's agents, servants, or employees. Contractor is not responsible for additional services required as a result of storms, freezes, hurricanes, tornadoes, special events and gatherings, vandalism, theft, fire, Acts of God, etc. The Customer specifically agrees not to employ any employees of Contractor while they are under the employment of Contractor or for a six (6) month period after they leave the employment of Contractor. The "Investment" page accompanying this contract lays out the agreed upon pricing for the contracted services and is incorporated into this contract, as is the attached Schedule of Services. It shall be understood that any liability of the Contractor shall in all circumstances be limited to the one year value of this agreement. This agreement shall be governed by the laws of the state in which the property being serviced is located. Note that all landscaping services provided in Kentucky are subject to a 6% sales tax and certain landscape installation services provided in Mississippi are subject to a 7% sales tax. All sales taxes will be added to the customer's invoice.

**Contract Start Date:**  
10 / 1 / 22

\_\_\_\_\_  
*Customer Authorized Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Customer Company Name*

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Total Annual Investment:** \_\_\_\_\_  
\$395,406.00

\_\_\_\_\_  
*Adam Leger*  
\_\_\_\_\_  
*Landscape Workshop Authorized Signature*

**Adam Leger**  
\_\_\_\_\_  
*Print Name*

**General Manager/Central AL Branch**  
\_\_\_\_\_  
*Title*

Date: 7 / 21 / 22

**If there are contacts other than listed above, please let us know who they are**

Property Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

AP Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Do you prefer invoices mailed or emailed? \_\_\_\_\_

AP mailing/email address: \_\_\_\_\_

## **ORDINANCE NUMBER 3129**

**AN ORDINANCE AUTHORIZING THE SETTLEMENT OF THE WORKERS' COMPENSATION DIVISION CLAIM OF *CHRISTOPHER MARENO, EMPLOYEE V. CITY OF VESTAVIA HILLS, ALABAMA, EMPLOYER* PENDING IN WORKERS' COMPENSATION DIVISION, DEPARTMENT OF LABOR FOR THE STATE OF ALABAMA; AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO PAY THE FUNDS DESCRIBED HEREIN AND TO TAKE ANY ACTION AND EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID SETTLEMENT.**

**THIS ORDINANCE NUMBER 3129** is approved, adopted and enacted by the City Council of the City of Vestavia Hills, Alabama on this the 26th day of September 2022.

### **WITNESSETH THESE RECITALS:**

**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*; and

**WHEREAS**, Title 11-47-24(b), *Code of Alabama, 1975*, provides that all municipal corporations of the State of Alabama are authorized to contract at governmental expense for policies of liability insurance to protect the City and its employees in the course of their employment; and

**WHEREAS**, Title 11-47-190, *Code of Alabama, 1975*, provides that municipalities may be liable for negligence; and



**WHEREAS**, Title 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities with a limit of One Hundred Thousand Dollars (\$100,000.00); and

**WHEREAS**, the workman's compensation case of *Christopher Mareno*, (hereinafter referred to as "Claim") was filed with the Workers' Compensation Division of the Alabama Department of Labor against the City and said Claim is presently pending; and

**WHEREAS**, a copy of the Settlement Agreement and Memorandum Agreement dated September 2022 is attached hereto, marked as Exhibit A and is incorporated into this ordinance by reference as though set out fully herein.

**WHEREAS**, attorneys and legal counsel of record representing the City in the lawsuit have recommended that the City accept the Plaintiffs offer of settlement to the City as detailed in said Memorandum Agreement; and

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

1. The recitals set forth in the premises above are hereby incorporated into this ordinance by reference as though set out fully herein.

2. The City Manager and Mayor are hereby authorized and directed to settle the Claim described in the premises above and attached.

3. The total amount of settlement to be paid by and/or for and on behalf of the City of Vestavia Hills, Alabama ("City") shall be the sum of Fifteen Thousand Dollars (\$15,000.00) and the restoration of 840 hours of sick with pay employee (SWPE) time. Upon payment, the Claim against the City shall be settled.

4. The City Manager is hereby authorized and directed to pay the funds specified in section 3 above and to take any action and execute and deliver any and all documents necessary to effectuate said settlement.

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.

6. The provisions of this Ordinance Number 3129 shall become effective immediately upon the passage, approval and adoption thereof by the City Council and the

publication and/or posting thereof as required by Alabama law.

**ORDAINED, APPROVED, ADOPTED, DONE and ORDERED** on this the 26th day of September, 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 26<sup>th</sup> day of October 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 26<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
Rebecca Leavings, City Clerk

**GENERAL RELEASE AND INDEMNITY AGREEMENT**

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON        )

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **CHRISTOPHER MARENO**, for and in consideration of the total lump sum payment of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) plus the restoration of 840 hours of SWPE time**, as reflected in the separate but related Memorandum Agreement entered in this matter, the receipt and sufficiency of which is hereby acknowledged by the undersigned, does for himself, his heirs, executors, administrators, agents, and assigns, hereby release, acquit and forever discharge **CITY OF VESTAVIA HILLS; THE MUNICIPAL WORKERS COMPENSATION FUND; THE LEAGUE OF MUNICIPALITIES; MILLENNIUM RISK MANAGEMENT** and its/their respective heirs, administrators, parent companies, subsidiary companies, affiliate companies, member companies, fund members, servants, agents, employees, directors, officers, insurers, reinsurers, legal counsel, predecessors, successors and assigns (hereinafter “Releasees”), of and from any and all actions, causes of action, claims, demands, suits and damages of every kind and nature, which the undersigned has had, now has, or may hereafter have, whether now known or hereafter discovered, both to person and property, so that the undersigned will have no claim against the Releasees, directly or indirectly, as a result of, arising out of, connected directly or indirectly with, or in any way based upon or incidental to his alleged work related accident, non-accidental injury, or disease occurring on or about June 9, 2020, June 15, 2020 and/or June 22, 2020, and any resulting injuries, his workers’ compensation claim (including any claim for past, present or future indemnity, vocational or medical benefits, or otherwise), and from any and all other claims, demands, damages, costs, expenses, compensation, and all consequential damages

whether or not relating to any of the matters, allegations or claims referred to herein.

The undersigned expressly acknowledges that the release and waiver referred to above is a compromise of a doubtful and disputed claim and that this settlement for value is not to be construed as an admission of liability on the part of the Releasees, or any others, by whom liability is expressly denied.

The undersigned acknowledges and understands that the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity, or any third-party medical treatment insurer, provider, or coverage may have claims against all or a portion of the undersigned's settlement of past, present and future indemnity, vocational and medical workers' compensation benefits in the event he seeks medical treatment at their expense. Consideration has been given to the fact that the undersigned has not applied for and/or is not receiving Social Security benefits and Medicare coverage/benefits, nor does he have a reasonable expectation of applying for and/or receiving said benefits in the next thirty (30) months. It is not the intention of the parties to this release to transfer or shift responsibility for medical treatment to Social Security, the United States, the State of Alabama, Medicare, Medicaid, or any other governmental entity or third-party medical insurer for medical treatment and expenses associated with the alleged injuries suffered as a result of the claimed on-the-job accident, non-accidental injury, or disease of June 9, 2020, June 15, 2020 and/or June 22, 2020.

The undersigned represents and warrants that, to the extent applicable, he will read and adhere to any requirements or regulations imposed by Medicare or any others and fully assumes any and all responsibility and liability associated with any future medical treatment of obligations related to the June 9, 2020, June 15, 2020 and/or June 22, 2020 alleged accident, non-accidental

injury, or disease.

In still further consideration of the aforesaid payment, the undersigned stipulates and agrees that any claims or liens, including but not limited to any subrogation claims, payment claims, overpayment claims, conditional payments, etc., whether now known or later discovered, against the undersigned, or any others, as the result of this alleged on-the-job accident, non-accidental injury, or disease, in any way involving or which are against these settlement monies, will be paid, or have been paid or otherwise satisfied by the undersigned prior to disbursement or use of said settlement monies.

This settlement has been premised upon the representations made by the undersigned that the undersigned has the sole right to receive any payments or proceeds being paid on behalf of the persons and companies released herein and that he is over the age of nineteen (19) years and of sound mind.

**NO PROMISE, INDUCEMENT OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO ME. THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL, AND ARE NOT A MERE RECITAL.**

The undersigned does hereby declare that the terms of this settlement have been completely read, or read to him, and understood and voluntarily accepted for the purposes of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the incident(s) involving the alleged work-related accident, non-accidental injury and/or disease to the undersigned as described above. The undersigned further acknowledges that he has had the opportunity to consult with legal counsel of his own choosing and after doing so, he has

read this General Release and Indemnity Agreement and all other settlement documents (or had same read to him), and fully understands them and has signed them voluntarily.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this \_\_\_\_\_ day of September 2022.

\_\_\_\_\_  
**CHRISTOPHER MARENO**  
*Employee*

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

On this \_\_\_\_\_ day of September 2022, before me, a Notary Public within and for said County and State, personally appeared **CHRISTOPHER MARENO** to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

\_\_\_\_\_  
**Notary Public**  
My Commission Expires: \_\_\_\_\_

**READ AND APPROVED BY:**

\_\_\_\_\_  
**KAREN BERHOW**  
*Attorney for Plaintiff*

STATE OF ALABAMA  
Workers' Compensation Division  
Department of Labor  
Montgomery, Alabama 36131

**MEMORANDUM AGREEMENT**

Pursuant to §25-5-292  
Alabama Workers' Compensation Law

**CHRISTOPHER MARENO,** Employee Social Security No.: xxx-xx-1089

**CITY OF VESTAVIA HILLS,** Employer Date of Injury: June 9, 2020  
June 15, 2020  
June 22, 2020

Jefferson County, Alabama

Pursuant to §25-5-290(e) of the Alabama Workers' Compensation Law, a benefit review conference was held by agreement between the above parties with Ombudsman, Ted Roose.

**Issues** – the issues presented for mediation were as follows:

- Closed** Permanent Partial Disability/Permanent Total Disability
- Closed** Vocational Rehabilitation Service
- Closed** Vocational Disability
- Closed** Future Medical Services

**Resolution** –

The parties have reached a compromised agreement of a hotly contested and wholly disputed claim whereby the Employee, CHRISTOPHER MARENO, agrees to accept, and the Employer, CITY OF VESTAVIA HILLS, agrees to pay, the lump sum in the amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), plus the restoration of 840 hours of Sick With Pay Employee (SWPE) time** in full, final and complete settlement of any and all claims of any nature or kind, whether now known or later discovered, including but not limited to any claim arising out the Employee's employment relationship with the Employer as well as any claim for past, present or future workers' compensation indemnity, vocational benefits and medical benefits arising out of the alleged June 9, 2020, June 15, 2020, and/or June 22, 2020 on the job accident, non-accidental injury and/or disease. This settlement includes any and all claims the Employee may have for temporary total disability benefits, temporary partial disability benefits, permanent total disability benefits and permanent partial disability benefits, any claims for vocational disability benefits, retraining or rehabilitation at the expense of the Employer (including any claim pursuant to §25-5-57(a)(3)(i), Ala. Code (1975)), and future medical benefits which shall be closed. **(Future Medical Benefits Closed)**. The Employee represents and warrants that he has not applied for disability benefits through the Social Security Administration nor does he have a reasonable expectation of becoming eligible for said benefits within the next preceding thirty (30) months.

The Employee further represents and warrants that he is not currently receiving Medicare or Medicaid benefits and does not have a reasonable expectation of becoming eligible for Medicare or Medicaid benefits within the next preceding thirty (30) months. This Ombudsman determines, based upon that representation and warranty, and the direct questions to the Employee, Employer, and/or their representative that the Employee has no reasonable expectation of receiving benefits from the Social Security Administration and/or Medicare within the next thirty (30) months. The parties further stipulate, they have considered Medicare's interests in this settlement and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative, that an allocation for future Medicare covered expenses is not required at this time pursuant to the policy and procedure established by the Center for Medicare and Medicaid Services (CMS) through its policy memoranda and its WCMSA Reference Guide 3.7 of June 6, 2022, or any subsequently released version. The parties stipulate that it is not the intention of any party to this action to shift responsibility for future medical benefits to the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity or third-party medical provider. Rather, it is the express intention of the parties that the parties are as fully as possible compensating the Employee for the injuries and damages he has suffered without the constraints of selected and managed care as required by the Workers' Compensation Act of Alabama, as last amended. Consideration has been given to the fact that the Employee has not applied for and is not receiving Social Security Disability benefits and/or Medicare coverage at this time. This Ombudsman determines that the parties have adequately considered Medicare's interests in the resolution of this matter.

The Employee acknowledges and agrees that he has a right to legal counsel and has selected Larry King, Esq. and/or Karen Berhow, Esq. to represent him in this matter. The Employee acknowledges and agrees that he has sought guidance and counsel from said attorneys in regard to his legal rights and in entering this settlement agreement and that his chosen legal counsel are entitled to an attorney fee as set by statute and reimbursement of reasonable costs in representation of the Employee. The Employee also acknowledges and agrees that he has a right to a trial of his workers' compensation claim, and after consideration of his right to trial and consultation with his chosen legal representation, he has voluntarily waived the same in order to participate in this settlement.

The parties agree and stipulate that on or about June 9, 2020, June 15, 2020, and/or June 22, 2020, Employee was employed by the Employer as a firefighter. As to such employment, the parties were subject to and governed by the Workers' Compensation Act of Alabama, as last amended. On the aforesaid date, Employee alleges he sustained chest pain 1 ½ months earlier and now was scheduled for cardiac bypass surgery. The Employee contends that his Employer was notified of his chest pain at the time the event(s) occurred. The Employer contests notice of any claimed on-the-job accidental, non-accidental or occupational illness or disease and generally denies all liability with respect to this claim. These are disputed claims. Regarding past, unauthorized medical treatment and any and all future treatment (including treatment that would otherwise be authorized), the parties have a dispute. The Employee asserts that certain past, unauthorized treatment and future medical treatment may be compensable under the Act. The Employer denies the Employee's claims and asserts that any and all past, unauthorized



treatment and any and all future medical treatment would not be compensable under the Act. The parties jointly stipulate and agree as a part of this settlement that any and all past, unauthorized medical treatment and any and all future medical treatment received by the Employee would not be compensable treatment under the Workers' Compensation Act of Alabama, as amended. Accordingly, any and all past, present and future medical benefits are CLOSED.

The Employee was seen at by his primary physician, Dr. Brian Wells on July 7, 2020 at which time he reported chest discomfort not associated with exercise. Ultimately he was referred to Alabama Cardiovascular and then on September 14, 2020 underwent surgery, four coronary artery bypass grafting procedures, performed by Dr. John Casterline at Grandview Medical Center. The Employer contends that all medical treatment rendered to the Employee was unauthorized, that none of the Employee's medical conditions arise out of and in the course of his employment, that the Employee's medical condition is not caused or aggravated by his employment, and that the Employer is not liable for payment of workers' compensation medical benefits to these medical providers or on the Employee's behalf. The parties stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the Employee's present medical condition is not compensable under Alabama's Workers' Compensation Act, and no workers' compensation benefits are due to be paid by the Employer to or on behalf of the Employee. The parties further stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the employee has reached maximum medical improvement (MMI) with respect to his current medical condition.

At the time of the alleged accident, non-accidental injury, and/or disease, the Employee average weekly wage was approximately \$XXXX with a corresponding maximum compensation rate of \$XXXX. The Employer has paid no indemnity or medical benefits to or on behalf of the Employee. The Parties stipulate that the Employee's time away from work for the medical treatment reflected herein totaled 840 hours.

The Employee understands that this settlement will be paid in a lump sum and that the Employee's attorney is to receive a 15% attorney fee of the lump sum, in addition to reimbursement for reasonable expenses incurred in the prosecution of this matter. Said lump sum payment, after reduction of attorney fees and expenses incurred, leaves a balance of \$11,975.60 to be paid to Employee. The amount to be paid under this settlement shall be paid without commutation of interest and shall represent the compromise agreement that the Employee is 49 years of age, and has a life expectancy of 32.16 years, or 1,676.8224 weeks forward from the date of this agreement and that the settlement herein reached represents the payment of, to wit: \$37.14 per week over the life expectancy of the Employee. The parties jointly stipulate that they have adequately considered Medicare's interest.

The Employee represents, stipulates and warrants that he has entered into this agreement voluntarily and on his own free will, and has not been influenced, coerced or pressured by anyone in reaching this settlement. The Employee acknowledges and affirms that he has been informed that he does not have to accept this settlement. The Employee further acknowledges that he has read the settlement documents or had the same read to him in his native tongue, has had sufficient opportunity to consult with his chosen legal counsel about same, and fully

understands the terms and conditions and has signed them voluntarily. The Employee represents that this settlement is in the Employee's best interest, and by execution of this agreement after examination of the Employee and approval of this settlement, the below signed Ombudsman agrees.

**Settlement Document** – The parties do not intend to submit this settlement to the court for approval.

**Dated the <sup>th</sup> day of September, 2022.**

\_\_\_\_\_  
Employee,  
CHRISTOPHER MARENO

\_\_\_\_\_  
Claims Representative

\_\_\_\_\_  
Attorney for Employee  
KAREN BERHOW

\_\_\_\_\_  
Attorney for Employer  
JONATHAN BERRYHILL

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Ombudsman, Ted Roose

STATE OF ALABAMA  
Workers' Compensation Division  
Department of Labor  
Montgomery, Alabama 36131

**CHRISTOPHER MARENO,** Employee Social Security No.: xxx-xx-1089  
**CITY OF VESTAVIA HILLS,** Employer Date of Injury: June 9, 2020  
June 15, 2020  
June 22, 2020

Jefferson County, Alabama

**AFFIDAVIT**

I acknowledge that I have the right to be represented by counsel, and the right to have any settlement of my claim reviewed by a court of competent jurisdiction at any time within 60 days after the date of the settlement, and at the end of 60 days it shall be final and irrevocable. I have had the opportunity to consult with legal counsel of my own choosing regarding these rights and fully understand my rights to have this settlement reviewed by a court of competent jurisdiction and with this understanding, cognizant of my rights, whereby in exchange for accepting the lump sum payment of \$15,000, I hereby waive the right to have this settlement reviewed and understand that the settlement shall be final and irrevocable as of the date below.

Dated the <sup>th</sup> day of September, 2022.

at Birmingham, Alabama  
City/State

\_\_\_\_\_  
Employee, CHRISTOPHER MARENO

STATE OF ALABAMA  
COUNTY OF JEFFERSON

On this <sup>th</sup> day of September, 2022, before me, a Notary Public within and for said County and State, personally appeared CHRISTOPHER MARENO, to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public, State at Large  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
Workers' Compensation Division  
Department of Labor  
Montgomery, Alabama 36131

**MEMORANDUM AGREEMENT**

Pursuant to §25-5-292  
Alabama Workers' Compensation Law

**CHRISTOPHER MARENO,** Employee Social Security No.: xxx-xx-1089

**CITY OF VESTAVIA HILLS,** Employer Date of Injury: June 9, 2020  
June 15, 2020  
June 22, 2020

Jefferson County, Alabama

Pursuant to §25-5-290(e) of the Alabama Workers' Compensation Law, a benefit review conference was held by agreement between the above parties with Ombudsman, Ted Roose.

**Issues** – the issues presented for mediation were as follows:

- Closed** Permanent Partial Disability/Permanent Total Disability
- Closed** Vocational Rehabilitation Service
- Closed** Vocational Disability
- Closed** Future Medical Services

**Resolution** –

The parties have reached a compromised agreement of a hotly contested and wholly disputed claim whereby the Employee, CHRISTOPHER MARENO, agrees to accept, and the Employer, CITY OF VESTAVIA HILLS, agrees to pay, the lump sum in the amount of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), plus the restoration of 840 hours of Sick With Pay Employee (SWPE) time** in full, final and complete settlement of any and all claims of any nature or kind, whether now known or later discovered, including but not limited to any claim arising out the Employee's employment relationship with the Employer as well as any claim for past, present or future workers' compensation indemnity, vocational benefits and medical benefits arising out of the alleged June 9, 2020, June 15, 2020, and/or June 22, 2020 on the job accident, non-accidental injury and/or disease. This settlement includes any and all claims the Employee may have for temporary total disability benefits, temporary partial disability benefits, permanent total disability benefits and permanent partial disability benefits, any claims for vocational disability benefits, retraining or rehabilitation at the expense of the Employer (including any claim pursuant to §25-5-57(a)(3)(i), Ala. Code (1975)), and future medical benefits which shall be closed. **(Future Medical Benefits Closed)**. The Employee represents and warrants that he has not applied for disability benefits through the Social Security Administration nor does he have a reasonable expectation of becoming eligible for said benefits within the next preceding thirty (30) months.

The Employee further represents and warrants that he is not currently receiving Medicare or Medicaid benefits and does not have a reasonable expectation of becoming eligible for Medicare or Medicaid benefits within the next preceding thirty (30) months. This Ombudsman determines, based upon that representation and warranty, and the direct questions to the Employee, Employer, and/or their representative that the Employee has no reasonable expectation of receiving benefits from the Social Security Administration and/or Medicare within the next thirty (30) months. The parties further stipulate, they have considered Medicare's interests in this settlement and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative, that an allocation for future Medicare covered expenses is not required at this time pursuant to the policy and procedure established by the Center for Medicare and Medicaid Services (CMS) through its policy memoranda and its WCMSA Reference Guide 3.7 of June 6, 2022, or any subsequently released version. The parties stipulate that it is not the intention of any party to this action to shift responsibility for future medical benefits to the United States, the State of Alabama, Medicare, Medicaid, any other governmental entity or third-party medical provider. Rather, it is the express intention of the parties that the parties are as fully as possible compensating the Employee for the injuries and damages he has suffered without the constraints of selected and managed care as required by the Workers' Compensation Act of Alabama, as last amended. Consideration has been given to the fact that the Employee has not applied for and is not receiving Social Security Disability benefits and/or Medicare coverage at this time. This Ombudsman determines that the parties have adequately considered Medicare's interests in the resolution of this matter.

The Employee acknowledges and agrees that he has a right to legal counsel and has selected Larry King, Esq. and/or Karen Berhow, Esq. to represent him in this matter. The Employee acknowledges and agrees that he has sought guidance and counsel from said attorneys in regard to his legal rights and in entering this settlement agreement and that his chosen legal counsel are entitled to an attorney fee as set by statute and reimbursement of reasonable costs in representation of the Employee. The Employee also acknowledges and agrees that he has a right to a trial of his workers' compensation claim, and after consideration of his right to trial and consultation with his chosen legal representation, he has voluntarily waived the same in order to participate in this settlement.

The parties agree and stipulate that on or about June 9, 2020, June 15, 2020, and/or June 22, 2020, Employee was employed by the Employer as a firefighter. As to such employment, the parties were subject to and governed by the Workers' Compensation Act of Alabama, as last amended. On the aforesaid date, Employee alleges he sustained chest pain 1 ½ months earlier and now was scheduled for cardiac bypass surgery. The Employee contends that his Employer was notified of his chest pain at the time the event(s) occurred. The Employer contests notice of any claimed on-the-job accidental, non-accidental or occupational illness or disease and generally denies all liability with respect to this claim. These are disputed claims. Regarding past, unauthorized medical treatment and any and all future treatment (including treatment that would otherwise be authorized), the parties have a dispute. The Employee asserts that certain past, unauthorized treatment and future medical treatment may be compensable under the Act. The Employer denies the Employee's claims and asserts that any and all past, unauthorized

treatment and any and all future medical treatment would not be compensable under the Act. The parties jointly stipulate and agree as a part of this settlement that any and all past, unauthorized medical treatment and any and all future medical treatment received by the Employee would not be compensable treatment under the Workers' Compensation Act of Alabama, as amended. Accordingly, any and all past, present and future medical benefits are CLOSED.

The Employee was seen at by his primary physician, Dr. Brian Wells on July 7, 2020 at which time he reported chest discomfort not associated with exercise. Ultimately he was referred to Alabama Cardiovascular and then on September 14, 2020 underwent surgery, four coronary artery bypass grafting procedures, performed by Dr. John Casterline at Grandview Medical Center. The Employer contends that all medical treatment rendered to the Employee was unauthorized, that none of the Employee's medical conditions arise out of and in the course of his employment, that the Employee's medical condition is not caused or aggravated by his employment, and that the Employer is not liable for payment of workers' compensation medical benefits to these medical providers or on the Employee's behalf. The parties stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the Employee's present medical condition is not compensable under Alabama's Workers' Compensation Act, and no workers' compensation benefits are due to be paid by the Employer to or on behalf of the Employee. The parties further stipulate, and this Ombudsman determines based upon that stipulation and the direct questions to the Employee, Employer, and/or their representative that the employee has reached maximum medical improvement (MMI) with respect to his current medical condition.

At the time of the alleged accident, non-accidental injury, and/or disease, the Employee average weekly wage was approximately \$XXXX with a corresponding maximum compensation rate of \$XXXX. The Employer has paid no indemnity or medical benefits to or on behalf of the Employee. The Parties stipulate that the Employee's time away from work for the medical treatment reflected herein totaled 840 hours.

The Employee understands that this settlement will be paid in a lump sum and that the Employee's attorney is to receive a 15% attorney fee of the lump sum, in addition to reimbursement for reasonable expenses incurred in the prosecution of this matter. Said lump sum payment, after reduction of attorney fees and expenses incurred, leaves a balance of \$11,975.60 to be paid to Employee. The amount to be paid under this settlement shall be paid without commutation of interest and shall represent the compromise agreement that the Employee is 49 years of age, and has a life expectancy of 32.16 years, or 1,676.8224 weeks forward from the date of this agreement and that the settlement herein reached represents the payment of, to wit: \$37.14 per week over the life expectancy of the Employee. The parties jointly stipulate that they have adequately considered Medicare's interest.

The Employee represents, stipulates and warrants that he has entered into this agreement voluntarily and on his own free will, and has not been influenced, coerced or pressured by anyone in reaching this settlement. The Employee acknowledges and affirms that he has been informed that he does not have to accept this settlement. The Employee further acknowledges that he has read the settlement documents or had the same read to him in his native tongue, has had sufficient opportunity to consult with his chosen legal counsel about same, and fully

understands the terms and conditions and has signed them voluntarily. The Employee represents that this settlement is in the Employee's best interest, and by execution of this agreement after examination of the Employee and approval of this settlement, the below signed Ombudsman agrees.

**Settlement Document** – The parties do not intend to submit this settlement to the court for approval.

**Dated the <sup>th</sup> day of September, 2022.**

\_\_\_\_\_  
Employee,  
CHRISTOPHER MARENO

\_\_\_\_\_  
Claims Representative

\_\_\_\_\_  
Attorney for Employee  
KAREN BERHOW

\_\_\_\_\_  
Attorney for Employer  
JONATHAN BERRYHILL

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Ombudsman, Ted Roose

STATE OF ALABAMA  
Workers' Compensation Division  
Department of Labor  
Montgomery, Alabama 36131

**CHRISTOPHER MARENO,** Employee Social Security No.: xxx-xx-1089  
**CITY OF VESTAVIA HILLS,** Employer Date of Injury: June 9, 2020  
June 15, 2020  
June 22, 2020

Jefferson County, Alabama

**AFFIDAVIT**

I acknowledge that I have the right to be represented by counsel, and the right to have any settlement of my claim reviewed by a court of competent jurisdiction at any time within 60 days after the date of the settlement, and at the end of 60 days it shall be final and irrevocable. I have had the opportunity to consult with legal counsel of my own choosing regarding these rights and fully understand my rights to have this settlement reviewed by a court of competent jurisdiction and with this understanding, cognizant of my rights, whereby in exchange for accepting the lump sum payment of \$15,000, I hereby waive the right to have this settlement reviewed and understand that the settlement shall be final and irrevocable as of the date below.

Dated the <sup>th</sup> day of September, 2022.

at Birmingham, Alabama  
City/State

\_\_\_\_\_  
Employee, CHRISTOPHER MARENO

STATE OF ALABAMA  
COUNTY OF JEFFERSON

On this <sup>th</sup> day of September, 2022, before me, a Notary Public within and for said County and State, personally appeared CHRISTOPHER MARENO, to me known to be identical person described in, and who executed the foregoing instrument as employee, and acknowledged that the same is true, and that after reading the same, or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public, State at Large  
My Commission Expires: \_\_\_\_\_



**ORDINANCE NUMBER 3130**

**AN ORDINANCE APPROVING THE TERMS, PROVISIONS, CONDITIONS AND SUBSTANCE OF SIX (6) DIFFERENT TEMPLATE CONTRACTS TO BE EXECUTED AND DELIVERED BY CITIZENS WHO RENT FACILITIES IN THE NEW CIVIC CENTER AND VENDORS AND TO AUTHORIZE THE CITY MANAGER AND DIRECTOR OF PARKS AND LEISURE SERVICES TO SIGN THE SAID TEMPLATE CONTRACTS FOR AND ON BEHALF OF THE CITY OF VESTAVIA HILLS, ALABAMA.**

**THIS ORDINANCE NUMBER 3130** is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 10<sup>th</sup> day of October, 2022.

**WITNESSETH THESE RECITALS:**

**WHEREAS**, Title 11-40-1, *Code of Alabama, 1975*, authorizes municipalities to contract and be contracted with; and

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

**WHEREAS**, all contracts entered into by a municipality are required to be signed by the City Manager (Title 11-43-21(7), *Code of Alabama, 1975*) and by the Mayor (Title 11-43-83, *Code of Alabama, 1975*); and

**WHEREAS**, municipalities in Alabama have the legal authority to create a Park and Recreation Board by virtue of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

**WHEREAS**, if a municipality creates a Park and Recreation Board (“Board”), then in such event the Board shall be responsible for the direction, supervision and promotion of recreation programs and shall have control over all lands, buildings, equipment and other facilities assigned for recreation purposes pursuant to the authority of Title 11-86-3, *Code of Alabama, 1975*; and

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama created a Park and Recreation Board on December 7, 1981 by the approval and adoption of Ordinance Number 597; and

**WHEREAS**, the City Council amended Ordinance Number 597 on May 27, 2009 with the enactment of Ordinance Number 2258; and

**WHEREAS**, Ordinance Number 2258 reads in pertinent part as follows:

**SECTION SIX: POWERS AND DUTIES:** The Board shall be responsible for the direction, supervision and promotion of such recreational programs as will contribute to the general welfare of the residents of the county or municipality. The Board shall have control over all lands, buildings, equipment and other facilities assigned for recreational purposes to the board by the municipal governing body.”; and

**WHEREAS**, Alabama law at Title 11-40-1, *Code of Alabama, 1975*, authorizes municipalities to acquire property by gift, devise or appropriation; and

**WHEREAS**, Title 11-86-5, *Code of Alabama, 1975*, provides that a municipal governing body may acquire lands, buildings and facilities for recreational purposes by means of purchase, lease, loan, gift or condemnation procedure and shall have power to accept financial and other aid and grants for recreational purposes from any public or private agency; and

**WHEREAS**, Title 11-47-19, *Code of Alabama, 1975*, provides that the City Council may establish, lay out and improve public grounds, parks and boulevards and regulate the same and may provide music and other exhibitions for the amusement of the inhabitants; and

**WHEREAS**, Title 11-47-211, *Code of Alabama, 1975*, authorizes a municipality in Alabama to acquire or lease lands, buildings, facilities and improvements suitable for public parks, playgrounds, athletic and other recreational uses; and

**WHEREAS**, Title 11-47-210.1, *Code of Alabama, 1975*, provides that all municipalities in Alabama have the power to acquire, operate, manage and control parks, playgrounds and other recreational and athletic facilities; and

**WHEREAS**, On May 31, 2017, the City of Vestavia Hills, Alabama (“City”) purchased from Store Capital Acquisitions, LLC the real estate and improvements commonly referred to as “the Gold’s Gym property” (“property”), which said property is more particularly described as follows:

Lot 2 and Lot 3, according to the Survey of CVS Vestavia, as recorded in Map Book 213, Page 31, in the Probate Office of Jefferson County, Alabama.

Title is derived by that certain deed dated May 31, 2017 filed in the office of the Judge of Probate of Jefferson County, Alabama on June 8, 2017 and recorded at Instrument #2017057813, pages 1-5; and

**WHEREAS**, the City, as part of the Community Spaces Project, constructed a new Civic Center consisting of approximately 100,000 square feet, for the purpose of use by citizens of the City of Vestavia Hills, Alabama for wedding receptions, anniversary celebrations and other parties, which will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the City of Vestavia Hills; and

**WHEREAS**, the City Attorney, at the direction of the City Manager and request of the Director of Parks and Leisure Services prepared the following template contracts to be used, from time to time, in connection with the operation of the new Civic Center:

<u>Description</u>	<u>Exhibit Number</u>
Caterer Contract	1
Vendor Contract for Alcoholic Beverage Services	2
Rental Contract	3
Vestavia Hills Civic Center Rental Agreement	4
Vestavia Hills Parks and Pavilion Rental Agreement	5
New Merkle House Facility Agreement	6; and

**WHEREAS**, the City Council hereby approves the terms, provisions and conditions of all six (6) of the template contracts described above and marked as Exhibits 1, 2, 3, 4, 5 and 6; and

**WHEREAS**, the City Council finds and determines that it will save time and trouble, be expedient and convenient and promote the public interest to authorize and direct the City Manager and Director of Parks and Leisure Services to execute and deliver the said six (6) template contracts described above for and on behalf of the City of Vestavia Hills, from time to time, when citizens wish to utilize the Civic Center facilities; and

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

**SECTION ONE: RECITALS.** The Recitals set forth in the premises above are hereby incorporated into this Ordinance Number 3130 by reference as though set out fully herein.

**SECTION TWO: EXHIBITS.** The following Exhibits are attached hereto and incorporated into this Ordinance Number 3130 by reference as though set out fully herein:

<u>Description</u>	<u>Exhibit Number</u>
Caterer Contract	1
Vendor Contract for Alcoholic Beverage Services	2
Rental Contract	3
Vestavia Hills Civic Center Rental Agreement	4

Vestavia Hills Parks and Pavilion Rental Agreement	5
New Merkle House Facility Agreement	6

**SECTION THREE: APPROVAL OF CONTRACTS.** The City Council hereby approves the terms, provisions, conditions and substance of the six (6) template contracts described in Section Two above.

**SECTION FOUR: AUTHORIZATION FOR THE EXECUTION AND DELIVERY.** The City Manager and Director of Parks and Leisure Services are hereby authorized to execute and deliver the six (6) template contracts designated as Exhibits 1, 2, 3, 4, 5 and 6, from time to time, when citizens wish to utilize facilities at the Civic Center for and on behalf of the City of Vestavia Hills, Alabama.

**SECTION FIVE: BOTH SIGNATURES REQUIRED.** The signatures of both the City Manager and Director of Parks and Leisure Services are necessary to bind the City to the terms, provisions, conditions and substance of the six (6) template contracts designated as Exhibits 1, 2, 3, 4, 5 and 6.

**SECTION SIX: 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.

**SECTION SEVEN: SEVERABILITY.** If any part, section or subdivision of this Ordinance Number 3130 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.

**SECTION EIGHT: POSTING OF ORDINANCE NUMBER 3130:** If the City Council approves, enacts and adopts Ordinance Number 3130, as written or as amended, then in such event, said ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

**SECTION NINE: EFFECTIVE DATE OF ORDINANCE NUMBER 3130.** This Ordinance Number 3130 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975*.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 10<sup>th</sup> day of October, 2022.

CITY OF VESTAVIA HILLS, ALABAMA

By \_\_\_\_\_  
Ashley C. Curry  
Mayor

ATTESTED BY

\_\_\_\_\_  
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3130 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the \_\_\_\_\_ day of October, 2022 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the \_\_\_\_\_ day of October, 2022.

Rebecca Leavings  
City Clerk

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**CATERER CONTRACT**

**WITNESSETH THIS CATERER CONTRACT** ("Contract"), made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter referred to as "City") and \_\_\_\_\_, whose business address is \_\_\_\_\_ in the City of \_\_\_\_\_, Alabama \_\_\_\_\_ (hereinafter referred to as "Caterer").

**WITNESSETH THESE RECITALS:**

**WHEREAS**, the City of Vestavia Hills, Alabama is the owner of the real estate and improvements situated at 1090 Montgomery Highway (adjacent to the Vestavia Hills Municipal Center) in the City of Vestavia Hills, Alabama (hereinafter referred to as "Civic Center"); and

**WHEREAS**, the City established the Park and Recreation Board of the City of Vestavia Hills (hereinafter referred to as "Board") by the approval and adoption of Ordinance Number 2258 on May 27, 2009 pursuant to the authority of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

**WHEREAS**, the Board operates the Civic Center for and on behalf of the City by providing facilities, programs and opportunities for the use of said facilities by resident citizens of the City; and

**WHEREAS**, the City has found and determined that offering to the residents of the City the opportunity to use some of the facilities in the Civic Center for the purposes of wedding receptions, anniversary celebrations and other such parties will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the residents of the City of Vestavia Hills, Alabama; and

**WHEREAS**, the City has further found and determined that if citizens using space at the Civic Center wish to hire a Caterer to serve food and beverage (excluding alcohol) to their guests, then in such event it would be in the public interest for said citizens to hire a qualified and responsible caterer that the City has preapproved, to use the equipment and facilities at the Civic Center; and

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Caterer mutually agree as follows:

**I. RECITALS**

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

**II. AUTHORITY**

City agrees that subject to compliance of Caterer with conditions established herein, Caterer is hereby given non-exclusive permission to provide catered food and beverage services (excluding alcoholic beverages) within the Civic Center facilities and premises subject to the terms, provisions and conditions set forth herein.

**III. REPRESENTATION AND WARRANTY BY CATERER**

Caterer represents, confirms and warrants that Caterer can and will fulfill the duties, the responsibilities and requirements of this contract as listed below. The signatory for Caterer represents and warrants that he/she has full authority to agree to the terms and conditions of this contract and enter into it. In the event that the Caterer is a corporate entity, signatory further represents that no further corporate or other approvals are necessary for this contract. The individual signing will assume personal liability for this contract, should the corporate Caterer contest such authority or should the entity otherwise be unable to comply with all of the terms of this contract.

**IV. TERM OF CONTRACT**

The term of this Caterer Contract shall be for a period of one (1) year beginning on \_\_\_\_\_, 2022 and ending on \_\_\_\_\_, 2023.

**V. RENEWAL OF CONTRACT**

The City and Caterer may renew this contract for two (2) separate one-year extensions by mutual written agreement.

**VI. TERMINATION OF CONTRACT**

Either party may terminate this contract by providing ninety (90) days advance written notice to the other party. If Caterer terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the City at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. If City terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the Caterer at \_\_\_\_\_ in the City of \_\_\_\_\_, Alabama \_\_\_\_\_.

## **VII. DUTIES, RESPONSIBILITIES AND LEGAL OBLIGATIONS OF THE PARTIES**

**A. CITY:** During the term of this contract, and any extension thereof, the City shall perform and complete the following duties, responsibilities and legal obligations:

1. All room setups. All setups will be completed three hours before the event to ensure the caterer has time to set their portion of the event.
2. City staff will clean and vacuum banquet rooms before and after the event.
3. A City staff member and a catering staff member must sign the caterer out after the event is over and the check list is complete.
4. City will copy the Caterer on all correspondence with the client that pertains to the client's catering needs.
5. City will provide warming boxes (2), refrigeration and freezer space.
6. All alcohol will be provided by another vendor. No alcoholic beverage shall be served by Caterer.

**B. CATERER:** During the term of this contract, and any extension thereof, the Caterer shall perform and complete the following duties, responsibilities and legal obligations:

1. Caterer will treat City facilities as if they were their own.
2. Caterer agrees to work in compliance with the rules and regulations of the Alabama Health Department.
3. Caterer is to provide the City with copies of the following: City of Vestavia Hills business license, ServSafe certifications, and the most current health department inspection form. A Health Department inspection of Caterer's facility will be required annually.
4. Caterer will copy the City on all correspondence with the client to include but not limited to Banquet Event orders, setup requests and final invoice.
5. Caterer will send the final invoice to the City no later than 3 business days prior to the event.
6. If client has additional guests not included on the final invoice, the Caterer will invoice the City the following business day.
7. Caterer must provide all food wraps, carry-out containers, garbage bags, disinfectant to wipe down all containers on departure and any other items needed for meal service.
8. All equipment used, counters and sinks are to be cleaned by Caterer and ready for the next use.



9. All food related trash is to be disposed of by Caterer in the dumpster provided.

### **VIII. INDEMNITY**

Caterer shall indemnify, hold harmless and defend the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and its individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against any loss, damage or liability resulting from demands, claims, suits or actions of any character presented or brought for any injuries or illnesses, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless or intentional act or omission of Caterer, any of its contractors, invitees, guests, employees, participants or agents, or which otherwise arises out of, relates to, or is attributable to, Caterer's food and beverage catering services and use of the Civic Center and City facilities, equipment or premises. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements and judgments associated with such demands, claims, suits or actions.

### **IX. INSURANCE**

The Caterer shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

#### **A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Caterer qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:
- |     |                             |                           |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease--  | \$1,000,000 each employee |

#### **B. COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

**Coverage**

**Limit**

(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

**2. Additional Requirements for Commercial General Liability Insurance:**

(a) The policy shall name the Owner (being the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees) as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per event aggregate limits.

**C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

**D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:**

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per occurrence
- (b) \$5,000,000 aggregate

**3. Additional Requirements for Commercial Umbrella Liability Insurance:**

(a) The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

(b) The policy must be on an "occurrence" basis.

**X. ADDITIONAL INSUREDS**

The Caterer shall cause all of the insurance policy coverages described in Section IX of the Caterer Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Caterer's negligent acts or omissions during the Caterer's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Caterer's negligent acts or omissions during the Caterer's completed operations and/or performance of the work; and

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

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

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

**XI. PAYMENT BY CATERER TO CITY**

In consideration of the City granting permission to the Caterer to use space, equipment and other facilities in the Civic Center for the purpose of serving food and beverages to attendees at social functions described in the premises above (i.e., clients of Caterer), the Caterer shall pay to the City an amount equal to ten percent (10%) of the total amount charged by the Caterer to the client for food and beverages for each social event.

The process, amount to be paid and time of payment, shall be as follows:

A. **SUBMISSION OF COPY OF INVOICE:** The Caterer shall, no later than three (3) days prior to the scheduled event, furnish to the City a copy of the final invoice to be submitted to the client. The invoice shall itemize the different charges by the Caterer to the client. Included in the invoice shall be a detailed list of the cost of food and beverages charged to the client.

B. **AMOUNT OF FEE:** The fee to be paid by Caterer to the City shall be an amount equal to ten percent (10%) of the total cost of food and beverages as shown on the invoice.

C. **BILL FROM CITY TO CATERER:** The City shall send a bill to the Caterer for the amount of the fee.

D. **PAYMENT BY CATERER TO THE CITY:** The bill from the City to the Caterer shall be paid in full by the Caterer no later than ten (10) days after the event.

E. **EXAMINATION AND AUDIT OF BOOKS AND RECORDS:** City and Caterer both agree that City reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine Caterer's books and records in such detail as is necessary to determine compliance with the terms and provisions of this Agreement.

## **XII. COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS**

Caterer shall, during the term of this contract and any extension thereof, comply with any and all federal, state and local laws, ordinances and regulations, including specifically, but not limited to, those laws, ordinances and regulations governing the furnishing of food and beverage, catering services, safety, health, sanitation and the operation of its food and beverage catering business. Upon request, Caterer will furnish to City copies of Caterer's current licenses and permits required by state or local governmental authorities for Caterer's business, including health inspection records for the prior twelve (12) months.

## **XIII. NO RELATIONSHIP BETWEEN CITY AND CATERER**

A. **CATERER IS AN INDEPENDENT CONTRACTOR:** Caterer's relationship with the City of Vestavia Hills and the Park and Recreation Board of the City of Vestavia Hills shall be that of an independent contractor and not an employee of the City of Vestavia Hills or the Parks and Recreation Board of the City of Vestavia Hills. Each party will be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations regarding its employees concerning social security, income tax, unemployment insurance, workers compensation and security matters.

B. **NO PARTNERSHIP, JOINT VENTURE OF AGENTS:** Nothing in this contract shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Caterer shall have no power to obligate or bind the City or Board in any manner whatsoever. Caterer agrees that it shall neither state nor imply, either directly or indirectly, that the Caterer, or its activities, other than pursuant to exercise of this contract, are supported, endorsed or sponsored by the City or Board and, upon the direction of the City or Board, shall issue express written disclaimers to that effect. Caterer shall not use the City or Board's name, trademarks or logos without the prior express written permission of the City. This contract does not constitute nor shall it be interpreted as approval for the use of the City's name or any of its trademarks, logos or other indicia without prior specific written approval of City.

C. **NO SPONSORSHIP:** Caterer acknowledges that its food and beverage catering services are not sponsored, operated, performed or endorsed in any way by the City or Board. Caterer will not represent nor imply that Caterer's catering business is sponsored, operated, performed or endorsed in whole or in part by the City or Board.

## **XIV. IMMIGRATION LAW**

By signing this Caterer Contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**XV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**

The Caterer represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade in violation of Title 41-16-5, *Code of Alabama, 1975*.

**XVI. ASSIGNMENTS AND SUBCONTRACTING**

Caterer may not assign this contract to another entity or delegate its rights and obligations under this contract without the prior written consent of the City.

**XVII. 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, shall not be construed as a waiver, or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

**B. WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this contract shall not be valid unless in writing and signed by the parties hereto. This contract may be amended at any time by written agreement of the parties signatory hereto.

**C. NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by first-class mail, properly addressed and postage prepaid, to the parties' last known address.

**D. GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama.

**E. 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.

**F. 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.

**G. BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Caterer and their heirs, successors and assigns.

**H. 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.

**I. CONSTRUCTION OF TERMS:** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this

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.

**J. ENTIRE AGREEMENT:** This written contract contains the entire agreement between the City and the Caterer.

**IN WITNESS WHEREOF,** the City of Vestavia Hills, Alabama, a municipal corporation, and \_\_\_\_\_ have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_

*Insert name of Caterer*

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTESTED:

By \_\_\_\_\_

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**CORPORATE ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_, an Alabama \_\_\_\_\_, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL



**STATE OF ALABAMA  
JEFFERSON COUNTY**

**VENDOR CONTRACT**

**WITNESSETH THIS VENDOR CONTRACT** (“Contract”), made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter referred to as “City”) and \_\_\_\_\_, whose business address is \_\_\_\_\_ in the City of \_\_\_\_\_, Alabama \_\_\_\_\_ (hereinafter referred to as “Vendor”).

**WITNESSETH THESE RECITALS:**

**WHEREAS**, the City of Vestavia Hills, Alabama is the owner of the real estate and improvements situated at 1090 Montgomery Highway (adjacent to the Vestavia Hills Municipal Center) in the City of Vestavia Hills, Alabama (hereinafter referred to as “Civic Center”); and

**WHEREAS**, the City established the Park and Recreation Board of the City of Vestavia Hills (hereinafter referred to as “Board”) by the approval and adoption of Ordinance Number 2258 on May 27, 2009 pursuant to the authority of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

**WHEREAS**, the Board operates the recently constructed Civic Center for and on behalf of the City by providing facilities, programs and opportunities for the use of said facilities by resident citizens of the City; and

**WHEREAS**, the new Civic Center has a 10,000 square foot ballroom and five additional meeting rooms; and

**WHEREAS**, the City has found and determined that offering to the residents of the City the opportunity to use some of the facilities in the Civic Center for the purposes of wedding receptions, anniversary celebrations and other such parties will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the residents of the City of Vestavia Hills, Alabama; and

**WHEREAS**, the City has further found and determined that if citizens using space at the Civic Center wish to hire a Vendor to serve alcoholic beverages to their guests, then in such event it would be in the public interest for said citizens to hire a qualified and responsible vendor that the City has preapproved, to use the equipment and facilities at the Civic Center; and

**WHEREAS**, Vendor desires the opportunity to provide its goods and services to members of the general public who rent space and facilities at the new Civic Center for various functions; and

**WHEREAS**, the City has found and determined that it will be in the public interest to allow members of the general public who rent space in the Civic Center to employ Vendor to provide its goods and services to guests who attend those various functions; and

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Vendor mutually agree as follows:

**I. RECITALS**

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

**II. AUTHORITY**

City agrees that subject to compliance of Vendor with conditions established herein, Vendor is hereby given non-exclusive permission to provide alcoholic beverage services within the Civic Center facilities and premises subject to the terms, provisions and conditions set forth herein.

**III. REPRESENTATION AND WARRANTY BY VENDOR**

Vendor represents, confirms and warrants that Vendor can and will fulfill the duties, the responsibilities and requirements of this contract as listed below. The signatory for Vendor represents and warrants that he/she has full authority to agree to the terms and conditions of this contract and enter into it. In the event that the Vendor is a corporate entity, signatory further represents that no further corporate or other approvals are necessary for this contract. The individual signing will assume personal liability for this contract, should the corporate Vendor contest such authority or should the entity otherwise be unable to comply with all of the terms of this contract.

**IV. TERM OF CONTRACT**

The term of this Vendor Contract shall be for a period of one (1) year beginning on \_\_\_\_\_, 2022 and ending on \_\_\_\_\_, 2023.

**V. RENEWAL OF CONTRACT**

The City and Vendor may renew this contract for two (2) separate one-year extensions by mutual written agreement.

**VI. TERMINATION OF CONTRACT**

Either party may terminate this contract by providing ninety (90) days advance written notice to the other party. If Vendor terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the City at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. If City terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the Vendor at \_\_\_\_\_ in the City of \_\_\_\_\_, Alabama \_\_\_\_\_.

## **VII. DUTIES, RESPONSIBILITIES AND LEGAL OBLIGATIONS OF THE PARTIES**

**A. CITY:** During the term of this contract, and any extension thereof, the City shall perform and complete the following duties, responsibilities and legal obligations:

1. All room setups. All setups will be completed three hours before the event to ensure the Vendor has time to set their portion of the event.
2. City staff will clean and vacuum banquet rooms before and after the event.
3. A City staff member and a catering staff member must sign the Vendor out after the event is over and the check list is complete.
4. City will copy the Vendor on all correspondence with the client that pertains to the client's needs.
5. City will provide refrigeration and freezer space.
6. Only alcohol will be provided and served by Vendor.

**B. VENDOR:** During the term of this contract, and any extension thereof, the Vendor shall perform and complete the following duties, responsibilities and legal obligations:

1. Vendor will treat City facilities as if they were their own.
2. Vendor agrees to work in compliance with the rules and regulations of the Alabama Health Department.
3. Vendor is to provide the City with copies of the following: City of Vestavia Hills business license, any and all licenses required by the State of Alabama Alcoholic Beverage Control Board, ServSafe certifications, and the most current health department inspection form. A Health Department inspection of Vendor's facility will be required annually.
4. Vendor will copy the City on all correspondence with the client to include but not limited to Banquet Event orders, setup requests and final invoice.
5. Vendor will send the final invoice to the City no later than 3 business days prior to the event.
6. If client has additional guests not included on the final invoice, the Vendor will invoice the City the following business day.
7. Vendor must provide all garbage bags, disinfectant to wipe down all containers on departure and any other items needed for meal service.
8. All equipment used, counters and sinks are to be cleaned by Vendor and ready for the next use.

9. All alcohol related trash is to be disposed of by Vendor in the dumpster provided.

### **VIII. INDEMNITY**

Vendor shall indemnify, hold harmless and defend the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and its individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against any loss, damage or liability resulting from demands, claims, suits or actions of any character presented or brought for any injuries or illnesses, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless or intentional act or omission of Vendor, any of its contractors, invitees, guests, employees, participants or agents, or which otherwise arises out of, relates to, or is attributable to, Vendor's alcoholic beverage services and use of the Civic Center and City facilities, equipment or premises. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements and judgments associated with such demands, claims, suits or actions.

### **IX. INSURANCE**

The Vendor shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

#### **A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Vendor qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:

- |     |                             |                           |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease--  | \$1,000,000 each employee |

#### **B. COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Commercial General Liability Insurance, written on an ISO Occurrence Form or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

**Coverage**

**Limit**

(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the Owner (being the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees) as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per event aggregate limits.

**C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

**D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:**

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per occurrence
- (b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

(b) The policy must be on an "occurrence" basis.

## **X. ADDITIONAL INSUREDS**

The Vendor shall cause all of the insurance policy coverages described in Section IX of the Vendor Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's completed operations and/or performance of the work; and

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

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

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

## **XI. PAYMENT BY VENDOR TO CITY**

In consideration of the City granting permission to the Vendor to use space, equipment and other facilities in the Civic Center for the purpose of serving alcoholic beverages to attendees at social functions described in the premises above (i.e., clients of Vendor), the Vendor shall pay to the City an amount equal to ten percent (10%) of the total amount charged by the Vendor to the client for alcoholic beverages for each social event.

The process, amount to be paid and time of payment, shall be as follows:

A. **SUBMISSION OF COPY OF INVOICE:** The Vendor shall, no later than three (3) days prior to the scheduled event, furnish to the City a copy of the final invoice to be submitted to the client. The invoice shall itemize the different charges by the Vendor to the client. Included in the invoice shall be a detailed list of the cost of alcoholic beverages charged to the client.

B. **AMOUNT OF FEE:** The fee to be paid by Vendor to the City shall be an amount equal to ten percent (10%) of the total cost of alcoholic beverages as shown on the invoice.

C. **BILL FROM CITY TO VENDOR:** The City shall send a bill to the Vendor for the amount of the fee.

D. **PAYMENT BY VENDOR TO THE CITY:** The bill from the City to the Vendor shall be paid in full by the Vendor no later than ten (10) days after the event.

**E. EXAMINATION AND AUDIT OF BOOKS AND RECORDS:** City and Vendor both agree that City reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine Vendor's books and records in such detail as is necessary to determine compliance with the terms and provisions of this Agreement.

## **XII. COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS**

Vendor shall, during the term of this contract and any extension thereof, comply with any and all federal, state and local laws, ordinances and regulations, including specifically, but not limited to, those laws, ordinances and regulations governing the furnishing of alcoholic beverages and the operation of its alcoholic beverage business. Upon request, Vendor will furnish to City copies of Vendor's current licenses and permits required by state or local governmental authorities for Vendor's business, including State of Alabama Alcoholic Beverage Control Board records for the prior twelve (12) months.

## **XIII. NO RELATIONSHIP BETWEEN CITY AND VENDOR**

**A. VENDOR IS AN INDEPENDENT CONTRACTOR:** Vendor's relationship with the City of Vestavia Hills and the Park and Recreation Board of the City of Vestavia Hills shall be that of an independent contractor and not an employee of the City of Vestavia Hills or the Parks and Recreation Board of the City of Vestavia Hills. Each party will be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations regarding its employees concerning social security, income tax, unemployment insurance, workers compensation and security matters.

**B. NO PARTNERSHIP, JOINT VENTURE OF AGENTS:** Nothing in this contract shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Vendor shall have no power to obligate or bind the City or Board in any manner whatsoever. Vendor agrees that it shall neither state nor imply, either directly or indirectly, that the Vendor, or its activities, other than pursuant to exercise of this contract, are supported, endorsed or sponsored by the City or Board and, upon the direction of the City or Board, shall issue express written disclaimers to that effect. Vendor shall not use the City or Board's name, trademarks or logos without the prior express written permission of the City. This contract does not constitute nor shall it be interpreted as approval for the use of the City's name or any of its trademarks, logos or other indicia without prior specific written approval of City.

**C. NO SPONSORSHIP:** Vendor acknowledges that its alcoholic beverage services are not sponsored, operated, performed or endorsed in any way by the City or Board. Vendor will not represent nor imply that Vendor's alcoholic beverage services business is sponsored, operated, performed or endorsed in whole or in part by the City or Board.

## **XIV. IMMIGRATION LAW**

By signing this Vendor Contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in

breach of the agreement and shall be responsible for all damages resulting therefrom. (Title 31-13-9(k), *Code of Alabama, 1975.*)

**XV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**

The Vendor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade in violation of Title 41-16-5, *Code of Alabama, 1975.*

**XVI. ASSIGNMENTS AND SUBCONTRACTING**

Vendor may not assign this contract to another entity or delegate its rights and obligations under this contract without the prior written consent of the City.

**XVII. 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, shall not be construed as a waiver, or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

**B. WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this contract shall not be valid unless in writing and signed by the parties hereto. This contract may be amended at any time by written agreement of the parties signatory hereto.

**C. NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by first-class mail, properly addressed and postage prepaid, to the parties' last known address.

**D. GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama.

**E. 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.

**F. 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.

**G. BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Vendor and their heirs, successors and assigns.

**H. 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.



I. **CONSTRUCTION OF TERMS:** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this 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.

J. **ENTIRE AGREEMENT:** This written contract contains the entire agreement between the City and the Vendor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and \_\_\_\_\_ have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_

*Insert name of Vendor*

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTESTED:

By \_\_\_\_\_

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**CORPORATE ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_, an Alabama \_\_\_\_\_, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

THE CITY OF VESTAVIA HILLS, ALABAMA  
PARKS AND LEISURE SERVICES  
RENTAL CONTRACT

DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_ RESIDENT: \_\_\_\_\_ NON-RESIDENT: \_\_\_\_\_

ORGANIZATION NAME (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT (If different from above): \_\_\_\_\_ CELL: \_\_\_\_\_

By the execution of this contract, the Lessee accepts the terms listed in the facility agreement for facility rental and affirms that the details below and in the attached facility agreement are correct.

DATE REQUESTED: \_\_\_\_\_ NUMBER OF GUESTS: \_\_\_\_\_

FACILITY TO RESERVE: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ TOTAL FEE: \_\_\_\_\_

SPECIAL REQUESTS: \_\_\_\_\_

LESSEE INSURANCE REQUIREMENTS: \_\_\_\_\_

ACCEPTED BY:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parks & Leisure Services Designated Signee

1090 Montgomery Highway Vestavia Hills, Alabama 35216  
205-978-0166

THE CITY OF VESTAVIA HILLS, ALABAMA  
PARKS AND LEISURE SERVICES  
RENTAL CONTRACT

DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_ RESIDENT: \_\_\_\_\_ NON-RESIDENT: \_\_\_\_\_

ORGANIZATION NAME (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT (If different from above): \_\_\_\_\_ CELL: \_\_\_\_\_

By the execution of this contract, the Lessee accepts the terms listed in the facility agreement for facility rental and affirms that the details below and in the facility agreement, are correct.

DATE REQUESTED: \_\_\_\_\_ NUMBER OF GUESTS: \_\_\_\_\_

FACILITY TO RESERVE: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ TOTAL FEE: \_\_\_\_\_

SPECIAL REQUESTS: \_\_\_\_\_

LESSEE INSURANCE REQUIREMENTS: \_\_\_\_\_

ACCEPTED BY:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parks & Leisure Services Designated Signee

1090 Montgomery Highway Vestavia Hills, Alabama 35216  
205-978-0166

VESTAVIA HILLS PARKS AND PAVILION  
FACILITY AGREEMENT  
1032 MONTGOMERY HIGHWAY  
VESTAVIA HILLS, ALABAMA 35216  
205-978-0166

GENERAL RULES AND INFORMATION

RESERVATIONS

- A. Reservations may be made Monday – Friday, 8:30-4:30 by calling the Civic Center office or through an online application. The application may be completed at VHAL.org under “Reserve a Space” in the Parks and Recreation section.
- B. Deposit: A 50% deposit is due at the time of rental. Full payment is due 15 days before arrival.
- C. Hours of Operation: All parks and trails open at 6:30 am to Sunset, unless otherwise stated.

ACCESSIBILITY

The Vestavia Hills Parks is committed to the needs of individuals with disabilities. The Parks are accessible to disabled patrons as required by the ADA and applicable regulations.

ALCOHOL

Alcoholic Beverages are strictly prohibited at all parks and pavilions. The presence of alcohol will result in immediate cancellation.

ANIMALS

Dogs and cats are permitted in all parks. Pets shall be on a leash and under control of the owner at all times. Any solid excretion matter from said pet must be picked up from any surface area. Farm animals are not allowed.

CANCELLATION

Cancellation of the event less than 15 calendar days before the event shall result in a 25% forfeiture of the deposit. Cancellation of the event 15 calendar days prior to the event, shall result in a full refund minus a \$10.00 processing fee.

CLEAN UP AND DAMAGES

Trash receptacles are provided in the parks. We ask that you place all trash in the receptacles provided. Please carry with you all items brought in to the park (Ex: decorations, flowers, etc.) Additional charges will be incurred for non-compliance.

The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee will be required to leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages.

## CONDUCT AND BEHAVIOR

The lessee is responsible for the conduct of their participants, workers and guests. All rules and regulations of the Parks must be followed at all times. The Vestavia Hills Park and Recreation reserves the right to require any lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with the Park rules, regulations or policies.

## DEPOSIT

A 50% deposit and a credit card are due at the time the execution of the agreement. The credit card will be held on file for any damages. The balance is due 15 calendar days before the event. If the event is within 15 days, the full balance is due at the time of the reservation. The deposit and balance may be paid by check, cash or by credit card.

## DECORATIONS

The use of tape, staples, stick pins or Velcro are **strictly prohibited**. The use of confetti, bird seed, or similar items is prohibited. No open flame is permitted in the pavilion. Birthday cake candles are the exception.

## FOOD AND BEVERAGE

Food and non-alcoholic beverages are allowed in all parks. Food Trucks are allowed, but must be pre-approved by the City. Civic Center Staff will give you contact information for Food Truck Approval.

## HOURS

All parks and trails are open at 6:30 am till Sunset.

## INCLEMENT WEATHER

Vestavia Hills Park and Recreation reserves the right to cancel the reservation in the event of inclement weather. The Civic Center office will be happy to reschedule the event or issue a full refund.

## INDEMNITY

The Lessee does hereby indemnify and agree to hold harmless the City of Vestavia Hills, Alabama, its Mayor, members of the City Council, the Vestavia Hills Park and Recreation Board and its individual members, City Manager, City Clerk, agents, servants, employees and/or any one or more of any thereof against any claim, demand, loss, cost, damage, suits, actions, causes of action, payments, claims or other expenses resulting in or caused by personal injuries, death or property loss or damage from any occurrence or incident while in, on or about the leased premises during the rental term described above; provided, however, the undersigned does not indemnify the City of Vestavia Hills or any of its representatives for anything attributed to the willful and/or wrongful act of the City or its duly authorized agents or representatives. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from activities

of the lessee and/or its guests. The undersigned expressly agrees and acknowledges that the rental and damage deposit charged by the City to the undersigned represents and constitutes a valid consideration for the execution of this indemnity agreement.

#### LOSS/THEFT

Attendees are solely responsible for safeguarding of any valuables. The Vestavia Hills Park and Recreation Board will not be responsible for any loss.

#### PARKS AND PAVILIONS AMENITIES

1. Altadena Park 2501 Lakeland Trail, 35243
  - 66-acre park (Scheduled updates will begin in 2023)
  - Opens at 6:30 am and closes at sunset
  - Parking is restricted to designated areas.
  - No golf carts, go-carts, motorcycles, four-wheelers, three-wheelers or any other type of off -road vehicle is permitted in the park.
  - Pets are allowed on a leash and under control at all times. Any solid excretion matter from said pet must be picked up from any surface area.
  - Hitting golf balls is prohibited.
  - Reservations are not needed.
  
2. Boulder Canyon Nature Trail 1289 Montgomery Highway, 35216
  - Trail begins at the Library in the Forest, features a nature trail with bridge and a waterfall.
  - Reservations are not needed.
  
3. Byrd Park 2109 Tyson Drive, 35216
  - Walking track
  - Playground
  - Picnic Area
  - Reservations not required.
  
4. Cahaba Heights Park 4401 Dolly Ridge Road, 35243
  - Open Green Space
  - Turfed baseball fields
  - Enclosed play ground
  - Dog Park
  - Reservations are not available.
  
5. Liberty Park Sports Complex 4700 Sicard Hollow Road, 35242
  - Two playgrounds
  - Soccer fields
  - Softball fields
  - Reservations are not available.



6. McCallum Park 3332 Rosemary Lane, 35216
  - Picnic tables with Pavilions
  - Grills to cook over open flame (personal grills not allowed)
  - Trails
  - Restrooms
  - The park cannot accommodate groups larger than 50.
  - Reservations are required.
  
7. Meadowlawn Park 4041 Dolly Ridge Road, 35243
  - Pavilion
  - Walking Trail
  - Playground
  - No restroom facilities.
  - Reservations are required
  
8. Miracle League Field 2521 Waldrige Road, 35216
  - The Miracle League field removes the barriers for children with mental and physical disabilities.
  - Custom rubberized fields
  - Located in Wald Park
  - No cleats allowed
  - Reservations are required
  
9. Sicard Hollow Athletic Complex (SHAC) 4851 Sicard Hollow Road, 35242
  - A. Pickleball/Futsal Courts:
    - 3 Pickleball/Futsal Courts for open play between 7:00am – 10:00pm
    - Courts are a first come, first serve basis.
    - Tennis shoes must be worn.
    - Lights may be turned on by pushing button located outside the court.
    - Do not remove Futsal or Pickleball nets. If they need removing, please contact Park & Rec at 205-978-0166
    - No Private or Professional lessons are permitted without the approval of Park & Rec Staff.
    - Water is the beverage of choice. No other drinks allowed on courts.
    - No pets allowed, except service pets.
    - No bicycles, skate boards/hoverboards, skates or roller blades allowed.
    - Children under 12 must be accompanied by an adult.
  
  - B. Multipurpose Fields
    - Turf multi-purpose fields
    - Playground
    - Registrations are not available

C. Splash Pad

- Open 9:00 am till Sunset, May 1 through September 30
- Water sprays are controlled by a button on the black stand. Once activated it will run 15 minutes. It will then need to be pushed again for water to come on.
- ADA accessible play ground with features for Autistic Children.
- Adult fitness stations
- Pavilion can be rented includes 6 picnic tables and a small room for serving.
- Restrooms
- Splash Pad cannot be rented. Pavilion can be rented.

C. Walking Trails

- Blue Cross Blue Shield sponsored the trail system.
- Approximately 1.3 miles long.
- Connects the athletic fields.

D. Dog Washing Station

- Located near the Splash Pad
- Cost of \$10.00 for usage

10. Wald Park 2521 Waldridge Road, 35216

A. Ball fields

- 3 Ball fields and 1 Miracle league field
- Reservations are not available.

B. Park

- Picnic Tables
- Restrooms
- Walking Track
- 2 Playgrounds
- Open green space
- Amphitheater (Not rented out at this time)
- Reservations are not available.

**PARKING**

Each park and pavilion have parking available for you use. Vehicles must be parked in designated parking areas. Charging for parking at any event is not permitted.

**SMOKING**

Vestavia Hills is a smoke-free city. Any smoking is limited to the parking lot..

**TAX EXEMPTION**

For tax exemption, you must have a Tax ID and be able to provide us a copy.

## TEEN EVENTS

- Teen Events are defined as events for Teenagers between the ages of 13-19.
- One parent per every 25 teenagers, must be present for the duration of the event.
- If the event has over 75 teenagers, two police officers are required for duration of the event. All police will be ordered by the Civic Center. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over 4 will be charged at \$50 per hour. No outside security will be allowed. This is to paid at rental time.

NEW MERKLE HOUSE  
FACILITY AGREEMENT  
2150 HOLLIS CROSSINGS  
VESTAVIA HILLS, ALABAMA 35243  
205-967-5977

GENERAL RULES AND INFORMATION

RESERVATIONS

- A. Reservations may be made Monday – Friday, 9:00-4:00 by calling The New Merkle House or through an online application. The application may be completed at VHAL.org under “Reserve a Space” in the Parks and Recreation section.
- B. Deposit: A 50% deposit is due at the time of rental. Full payment is due 15 days before the event date. A credit card form is due at the time of the execution of the agreement and held on file for any damages.
- C. Hours for Rental: Saturday – 8:00AM -8:00PM
- D. Rental time includes your setup, decorating, event, and clean up.
- E. Only residents may rent this facility.

ACCESSIBILITY

The New Merkle House is committed to the needs of individuals with disabilities. The New Merkle House is accessible to disabled patrons as required by the ADA and applicable regulations.

ANIMALS

Animals or pets are not permitted in The New Merkle House, with the exception of service animals, which may accompany individuals with disabilities in all areas of the facility.

BANDS/DJS

All bands and DJ’s must provide their own equipment and adhere to the rules of the facility. Each event space is equipped with power. Please provide Event Manager with a copy of the contract with the band or DJ two weeks prior to the commencement of the event.

CANCELLATION

Cancellation of the event less than 30 calendar days before the event date shall result in a 25% forfeiture of the deposit. Cancellation of the event before 30 calendar days or more prior to the event, shall result in a full refund minus a \$10.00 processing fee.

CAPACITY

Total capacity is 127 people. If your event exceeds the building capacity, you will be notified and asked to reduce the number of attendees. Failure to comply will result in the event being closed down.

#### CLEAN UP AND DAMAGES

The New Merkle House staff will remove trash and clean the floors at the conclusion of the event. We ask that you place all trash in the receptacles provided. Please remove from the New Merkle House all items brought into the facility at the conclusion of the event, (Ex: decorations, linens, flowers, etc.). Additional charges will be incurred for non-compliance.

The Lessee is responsible for the total cost of replacement and/or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee will be required to leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages before the credit card is charged.

#### CONDUCT AND BEHAVIOR

The Lessee is responsible for the conduct of their participants, workers and guests. All rules and regulations of The New Merkle House must be followed at all times. The New Merkle House reserves the right to require any Lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with The New Merkle House rules, regulations or policies.

#### DEPOSIT

A 50% deposit and a credit card are due at the time of execution of the agreement. The credit card will be held on file for any damages. The remaining unpaid balance is due 15 calendar days before the event. If the execution of the agreement is within 30 calendar days of the event, the full balance is due at the time of the reservation. The deposit and balance may be paid by check, cash or by credit card.

#### DECORATIONS

The use of tape, staples, stick pins or velcro on any wall or door or hung from the ceiling is **strictly prohibited**. The use of confetti, bird seed, rice or similar items is prohibited. Candles must be flameless. Your Event Manager will be able to offer acceptable alternatives.

#### EXHIBITS

Floor plans must be provided to the Event Manager 30 days before the event.

#### FIRST AID/EMERGENCY SERVICES

Fire Codes will be adhered to in all event spaces. All events are subject to an inspection and approval of the Fire Marshall. The use of fog machines, untreated hay, straw, cotton bales or any other flammable decoration is prohibited. All utility panels, fire hose cabinets, standpipes, fire extinguishers and fire alarms must remain visible and accessible at all times.

#### FOOD

The New Merkle House does not have a kitchen for private use. The New Merkle House staff will provide ice. Please provide a container. Food and non-alcoholic beverages may be brought into the facility.

## INDEMNITY

The Lessee does hereby indemnify and agree to hold harmless the City of Vestavia Hills, Alabama, its Mayor, members of the City Council, the Vestavia Hills Park and Recreation Board and its individual members, City Manager, City Clerk, agents, servants, employees and/or any one or more of any thereof against any claim, demand, loss, cost, damage, suits, actions, causes of action, payments, claims or other expenses resulting in or caused by personal injuries, death or property loss or damage from any occurrence or incident while in, on or about the leased premises during the rental term described above; provided, however, the undersigned does not indemnify the City of Vestavia Hills or any of its representatives for anything attributed to the willful and/or wrongful act of the City or its duly authorized agents or representatives. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from activities of the lessee and/or its guests. The undersigned expressly agrees and acknowledges that the rental and damage deposit charged by the City to the undersigned represents and constitutes a valid consideration for the execution of this indemnity agreement.

## LINENS

Linens are not provided.

## LOSS/THEFT

The New Merkle House does not provide security for personal property or valuables. Attendees are solely responsible for safeguarding any valuables. The New Merkle House will not be responsible for any loss.

## PARKING

The New Merkle House has approximately 100+ parking spaces. These parking spaces are shared with Cahaba Heights Park. There are no parking fees.

## RATES

The Rate is \$125.00 per hour with a minimum of 2 hours. Rental time includes your setup, decorating, event, and clean up.

## SMOKING

The New Merkle House is a smoke-free facility. Smoking is not permitted in the facility including vapor cigarettes. Smoking is allowed outside the facility in the parking lot.

## SETUP

The table and chair setup for the room rented must be received by the facility 14 days in advance of the event. If it is not received, \$50.00 will be deducted from your deposit. The New Merkle House will provide one setup per day.

Strict adherence with all approved and documented setup plans, starting and end times is required. Additional charges will be imposed at the rate of \$100 per every half hour that extends beyond the scheduled time. Fire codes will be adhered to in all event spaces. Modification to a room setup will result in additional charges.

#### TAX EXEMPTION

For tax exemption, Lessee must have a Tax ID and be able to provide New Merkle House a copy.

#### TEEN EVENTS

- Teen Events are defined as events for Teenagers between the ages of 13-19.
- One parent per every 25 teenagers, must be present for the duration of the event.
- If the event has over 75 teenagers, two police officers are required for duration of the event. All police will be secured by the Event Manager. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over 4 will be charged at \$50 per hour. No outside security will be allowed. This is to be paid The New Merkle House.
- The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee shall leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages before the credit card is charged.