



**Vestavia Hills
City Council Agenda
November 13, 2023
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Don Richards, Vestavia Hills Senior Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Proclamation - Small Business November - November 2023
7. Proclamation - Diwali, the Festival of Lights Day - November 12, 2023
8. Announcements, Candidates and Guest Recognition
 - Announcement of closing of applications for Vestavia Hills Library Board and listing of applicants. Interviews begin December 4, 2023 at 8 AM in the Executive Conference Room - Mayor Curry
 - Announcement of closing of applications for the Vestavia Hills Parks and Recreation Board and listing of applicants. Interviews begin December 4, 2023 at 8 AM - Councilor Head
9. City Manager's Report
10. Councilors' Reports
11. Approval Of Minutes - October 23, 2023 (work session) and October 23, 2023 (regular meeting)

Old Business

New Business

12. Resolution Number 5482 - A Resolution rescheduling regular meeting and/or work session of the Vestavia Hills City Council in observance of a City holiday
13. Resolution Number 5483 - A Resolution Authorizing The City Manager To Issue A Refund On Sales Taxes Which Were Remitted To The City In Error
14. Resolution Number 5484 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said surplus property

15. Ordinance Number 3202 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement to provide fire/paramedic services to the Woodmere Creek Apartments

New Business Requesting Unanimous Consent

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

16. Resolution Number 5485 - A Resolution Approving and Assenting to a Declaration of Vacation of certain undefined easements located at 1459 and 1467 Montgomery Highway; Vestavia 31 RE, LLC., owners; Chris Eckroate, Caprine Engineering, representing
17. Ordinance Number 3135 - Conditional Use Approval - 3010 Healthy Way; Lot 1, Patchwork Farms Retail Venture Resurvey of Lot 1D, Patchwork Farms Final Plat; Conditional Use to allow construction and operation of an indoor/outdoor plant nursery; Patchwork Retail Venture LLC, Owner
18. Ordinance Number 3203 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement for purposes of a mine reclamation effort at the Sicard Hollow Athletic Complex (SHAC), acceptance of a masterplan, and declaration of surplus and conveyance of property between the City of Vestavia Hills and the Liberty Park Joint Venture to facilitate said masterplan.
19. Citizens Comments
20. Time Of Adjournment

PUBLIC HEARING PROCEDURES

The following procedures shall be followed for every public hearing of the City Council:

- All comments shall be limited to **3 minutes**. A countdown clock will be provided on the video screens.
- Do not duplicate comments made by previous speakers. For example, if traffic is mentioned as an issue, do not readdress that issue.
- All comments shall be directed to the Mayor and/or presiding officer. Do not address the audience or the applicant.
- Each speaker shall identify himself, including full name and address.

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

If you prefer not to attend a City Council meeting or work session in person, you may participate remotely:

- **Videoconference:** To participate by videoconference, you may access the meeting via Zoom at <https://us02web.zoom.us/j/5539517181>. When the Zoom.us window opens in your browser, click "Allow" to be placed in a virtual "waiting room." The host will open the meeting and allow all participants to join the meeting 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 "video" 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. Some useful Zoom functions include: microphone Mute/Unmute; Start/Stop Video; and View Participants – opens a pop-out screen that includes the "Raise Hand" icon that you may use to raise a virtual hand.
- **Teleconference:** To participate by telephone, dial 312.626.6799 and enter the meeting ID: 5539517181. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, unmute yourself by pressing *6 on your keypad. 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.

Meetings may be recorded. By participating in the meeting, you are consenting to be recorded.

"Zoom-bombing." 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 terminated 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, the government of Vestavia Hills, Alabama celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration there are currently 31.7 million small businesses in the United States and they represent 99.9% of all businesses with employees in the United States and are responsible for 64% of the net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States; and

WHEREAS, 96% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

WHEREAS, in 2019, consumers spent a record high of an estimated \$19.6 billion at independent retailers and restaurants on Small Business Saturday; and

WHEREAS, the most reported reason for consumers aware of the day to shop and dine at small independently-owned businesses was to support their community; and

WHEREAS, advocacy groups, as well as public and private organizations, in Alabama have endorsed the Saturday before Thanksgiving as Small Business Saturday.

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 the month of November 2023 as

SMALL BUSINESS NOVEMBER

and urge the residents of Vestavia Hills to Shop, Dine, Play in Vestavia Hills and to support small businesses and merchants this month and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 13th day of November 2023.

Ashley C. Curry
Mayor

WHEREAS, Diwali is one of the most celebrated festivals of great significance to Hindus, Sikhs, Jains, and Buddhists; and

WHEREAS, Diwali falls on Sunday, November 12 this year in accordance with the lunar calendar, and brings together families, friends, and communities here in the U.S. and around the globe in goodwill, peace, and a shared sense of renewal; and

WHEREAS, the U.S. Congress officially passed unanimous resolutions since 2007 recognizing the religious and historical significance of Diwali; and

WHEREAS, celebrants renew their commitment to upholding values of truth, non-harming, and restraint through their thoughts, words, and actions; and

WHEREAS, Diwali is a time for dana (charitable giving) and seva (selfless service) by bringing light in the form of wisdom, knowledge, nourishment and shelter in order to alleviate the tangible forms of suffering, such as hunger, disease and poverty; and

WHEREAS, the shared Indian holiday of Diwali signifies a special time of peace and serenity with the hope of building bridges of understanding and tearing down barriers of intolerance; and

WHEREAS, Diwali is celebrated by many Hindus as a day of thanksgiving for the homecoming of Lord Rama and the beginning of the new year for many Hindus; and

WHEREAS, Diwali is a festival of lights during which celebrants light diyas, small oil lamps, place around the home and pray for knowledge, peace, and universal well-being.

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 November 12, 2023 as

DIWALI, the FESTIVAL of LIGHTS DAY

and encourage all residents to join us in recognizing the contributions of all Hindu, Sikhs, Jains and Buddhists active in all aspects of our vibrant economy and civic society.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 13th day of November 2023.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

OCTOBER 23, 2023

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

MEMBERS PRESENT:

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

**Arrived at 5:28*

MEMBERS ABSENT:

Kimberly Cook, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Cinnamon McCulley, Asst. City Manager
Umang Patel, Acting City Clerk/Court
Director
Jason Hardin, Interim Police Chief
Jamie Lee, Director, Parks & Leisure Services
Lori Beth Kearley, Director of Public Services

**PRESENTATION FROM THE BIRMINGHAM JEFFERSON COUNTY
TRANSIT AUTHORITY**

Charlotte Shaw, BJCTA Director, and Paige Coker, City of Vestavia Hills/Vice Chair of the BJCTA Board, presented information regarding the need for increased funding. Increased funding would be utilized for the implementation of micro-transportation. Discussion ensued.

There being no further business, the work session adjourned at 5:57 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
Acting City Clerk



**Vestavia Hills
City Council Minutes
October 23, 2023
6:00 PM**

1. Call to Order

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 and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilor Paul Head, City Councilor George Pierce

MEMBERS ABSENT: City Councilor Kimberly Cook

OTHER OFFICIALS PRESENT: City Manager Jeff Downes, City Attorney Pat Boone, Assistant City Manager Cinnamon McCulley, Court Director/Acting City Clerk Umang Patel, Interim Police Chief Jason Hardin, Deputy Finance Director Zach Clifton, Director of Parks and Leisure Services Jamie Lee, Director of Public Services Lori Beth Kearley, City Planner Jack Wakefield

3. Invocation - Steve Dedmon, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor opened the floor for a motion to approve the minutes of the regular meeting of October 9, 2023 regular meeting as presented.

MOTION: Motion By: Rusty Weaver. Seconded By: George Pierce. Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Councilor Pierce: The Vestavia Hills Chamber of Commerce is hosting "Haunt the Hills" trick-or-treat night on Saturday, October 28 on the grand lawn at Wald Park.

7. City Manager's Report

- Mr. Downes stated the City is ready to go live on Monday October 30th with Vestavia Hills Connect (VH Connect), which is the replacement for the action center. There are currently 13,000 users of the action center and they will be transferred over to VH Connect. There will be various announcements to those users via email and social media.
- Mr. Downes provided an update on the Altadena Park and the Wald Park phase 3 project. Both projects are near completion within a week or two. The parking lot for Altadena Park is nearly complete. Wald Park's new parking area will be stripped in the next day or two. Councilor Pierce asked how many cars the new Wald Park parking lot holds. The new parking lot will be able to accommodate 80-82 additional cars. Discussion ensued regarding parking at Wald Park and the various issues that have arisen. Mr. Downes stated there will need to be some time to see the impact of the new parking lot. The primary issues are that of parking safety and the prevention of damage to City property. Mr. Downes stated communication with the visitors of Wald Park through the various organizations may help alleviate some of the improper parking that is occurring.
- Cinnamon McCulley spoke about working with Leadership Vestavia Hills (LVH) regarding the community awards ceremony. The City is partnering with LVH to revisit the award ceremony along with adding some additional awards. The event will be held in February 2024. The budget for the event is \$2,500 plus the in-kind use of the ballroom. Mrs. McCulley stated Councilor Cook is on the LVH committee for this event but also wanted to make sure the rest of the council was aware.

8. Councilors' Reports

- Councilor Pierce: The Vestavia Hills Chamber of Commerce is hosting "Haunt the Hills" trick-or-treat night on Saturday, October 28 on the grand lawn at Wald Park. There will be sponsored booths with food and other giveaways, a costume contest, and a Halloween movie.
- Mayor Curry: The Salute to Veterans celebration will be held on Saturday, November 5th from 2:00 pm to 4:00 pm. The celebration was moved to Sunday to provide more veterans, families, and kids the ability to attend. The celebration will be held in the Civic Center. The celebration is open to all to come.
- Councilor Weaver: Planning and Zoning had their regular scheduled meeting on October 12th. There were two final plat approvals and a conditional use request for a retail plant nursery in the Patchwork Farms area that will be coming before the council with a unanimous recommendation for approval.

9. Approval Of Minutes - Approval of minutes of October 9, 2023 (Regular Meeting)

The Mayor opened the floor for a motion to approve the October 9, 2023 regular meeting minutes as presented.

MOTION: Motion to approve minutes as presented. Motion by Rusty Weaver. Seconded by: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, George Pierce. No: None. Abstain: Paul Head. Motion passed.

10. Financial Reports - Melvin Turner, III, Finance Director

Zach Clifton, Asst. Finance Director, presented the financial reports for the month ending September 30, 2023, and the fiscal year-end balances prior to any adjustments, accruals, or audit changes. He read and explained the balances for month ending September 2023.

Old Business

11. Public Hearing - Resolution Number 5479 - A Resolution authorizing the City Manager to enter into a public/private partnership with the Cahaba Heights Merchants Association for the purpose of promoting economic development.

MOTION: Approve Resolution Number 5479 as presented. Motion by Rusty Weaver. Seconded by: George Pierce.

Mr. Downes discussed a partnership with the Cahaba Heights Merchants Association for a month long Christmas "pop-up bar" that would be located at El Zun Zun. The City would contribute \$5,000 for a 30-day tent rental that would be located on the patio of El Zun Zun.

Mr. Weaver stated there are a lot of positive things happening within the City. Mr. Weaver also stated that he and Mr. Pierce attended a ribbon cutting that included a lot of participation.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

12. Public Hearing - Ordinance Number 3200 - An Ordinance Authorizing the Mayor and City Manager to Enter into Multiple Utility Agreements For Relocation of Utility Facilities on Public Right-of-way For Project CMAQ-7030(600) Massey Road

MOTION: Approve to approve Ordinance Number 3200. Motion by Rusty Weaver. Seconded by: George Pierce.

Mr. Downes discussed the Massy Road project. This allows the City to move forward with all utility agreements that would lead to the movement of the utilities for the sidewalk addition, the roadway, and stormwater improvements. The project is scheduled for bid in March 2024. The condemnation process has begun for the final 4 properties regarding the necessary right of way or temporary construction easement. Two of the properties are scheduled for hearings on November 27th and 29th and the other two are forthcoming through the probate office.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

New Business

13. Resolution 5481 - Re-Appointing A Member To The Board Of Zoning Adjustment

MOTION: Approve. Motion by Rusty Weaver. Seconded by: George Pierce.

MOTION: Amend Resolution 5481 to include the name of Stephen Greer for reappointment. Motion By: Rusty Weaver. Seconded By: George Pierce.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

VOTE TO APPROVE AMENDED RESOLUTION 5481: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent

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

14. Citizens Comments

Donald Harwell (1357 Willoughby Road) asked if there are any plans to rebuild the sidewalk that connects Walmart to Wald Park.

Mr. Downes stated there is a plan to replace the sidewalk, but it will be done after the completion of the pedestrian bridge to avoid having to replace the sidewalk twice.

15. Executive Session

Motion: to enter into an executive session for the purposes of discussing pending/existing litigation and economic development was made by Mr. Weaver and seconded by Mr. Pierce.

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. Mr. Downes stated it would take approximately 20-30 minutes. Attorneys Bent Owens, Grace Graham, and City Attorney Boone were in attendance.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Paul Head, George Pierce. No: None. Abstain: None. Motion passed.

At 6:25 p.m. the Council exited the chamber and entered into executive session. At 7:27 p.m. the Council re-entered the chambers and the Mayor called the meeting back to order.

16. Time Of Adjournment

MOTION: Adjourn. Motion By: Rusty Weaver at 7:25.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
Acting City Clerk

RESOLUTION NUMBER 5482

A RESOLUTION RESCHEDULING REGULAR MEETINGS AND/OR WORK SESSIONS OF THE VESTAVIA HILLS CITY COUNCIL

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

1. The regularly scheduled meeting of the Vestavia Hills City Council scheduled for December 25, 2023 is hereby rescheduled for Monday, December 18, 2023 beginning at 6 PM on observance of the Christmas holidays; and
2. The regularly scheduled work session of the Vestavia Hills City Council scheduled for December 18, 2023 beginning at 6 PM has been rescheduled to begin at 5 PM; and
3. This Resolution Number 5482 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of November, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



**CITY OF VESTAVIA HILLS
FINANCE DEPARTMENT
INTER-DEPARTMENT MEMO**

November 13, 2023

To: Jeff Downes, City Manager

Cc: Melvin Turner, III, Finance Director

From: Zach Clifton, Asst. Finance Director

RE: Resolution Number 5483 - A Resolution Authorizing The City Manager To Issue A Refund On Sales Taxes Which Were Remitted To The City In Error

Background:

The City of Vestavia Hills has received a petition from Genuine Parts Company, requesting a refund totaling \$22,029.35 due to an error in remitting sales taxes to the incorrect municipality.

Recommendation:

The Finance Director has reviewed the petition, investigated and verified that the refund is due and payable.

Fiscal Impact:

Reduction in Sales Taxes by the said amount.

Attachments:

1. Resolution 5483
2. Genuine Parts Company Petition

RESOLUTION NUMBER 5483

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A REFUND ON PRIVILEGE LICENSE AND/OR SALES TAXES WHICH WERE REMITTED TO THE CITY IN ERROR

WHEREAS, the City of Vestavia Hills has received a petition from Genuine Parts Company, requesting a refund totaling \$22,029.35 due to an error in reported and/or paid sales taxes; and

WHEREAS, the Finance Director has reviewed the petition, investigated and verified that the refund is due and payable; and

WHEREAS, the City Manager has also reviewed the petition and recommended a refund; and

WHEREAS, the City Council feel it is in the best public interest to issue a refund to Genuine Parts Company, in the amount of \$22,029.35 as requested.

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

1. The City Manager is hereby authorized to issue a refund to Genuine Parts Company in the amount of \$22,029.35 as requested; and
2. This Resolution shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 13th day of November, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Refund Petition
Genuine Parts Company
City of Vestavia Hills - "VERIFIED"
September 19, 2023

Original Returns To Vestavia Hills:

Sale Tax (10)

General (11)	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	Total
Gross Sales	107,321.46	108,830.66	107,183.12	153,553.67	167,970.02	165,542.59	189,153.52	168,272.46	235,075.70	211,338.65	225,742.50	232,859.19	2,072,843.54
Deductions	79,150.21	81,339.41	74,896.12	96,378.42	106,294.02	109,868.59	121,541.27	112,425.71	162,992.20	139,094.65	158,855.50	166,880.94	1,409,717.04
Net Taxable Sales	28,171.25	27,491.25	32,287.00	57,175.25	61,676.00	55,674.00	67,612.25	55,846.75	72,083.50	72,244.00	66,887.00	65,978.25	663,126.50
Rate 4%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Gross Tax Due	1,126.85	1,099.65	1,291.48	2,287.01	2,467.04	2,226.96	2,704.49	2,233.87	2,883.34	2,889.76	2,675.48	2,639.13	26,525.06
Less Discount	(25.54)	(24.99)	(28.83)	(48.74)	(52.34)	(47.54)	(57.09)	(47.68)	(60.67)	(60.80)	(56.51)	(55.78)	(566.51)
Amt Paid - Originally	1,101.31	1,074.66	1,262.65	2,238.27	2,414.70	2,179.42	2,647.40	2,186.19	2,822.67	2,828.96	2,618.97	2,583.35	25,958.55
Discount %	(0.023)	(0.023)	(0.022)	(0.021)	(0.021)	(0.021)	(0.021)	(0.021)	(0.021)	(0.021)	(0.021)	(0.021)	(0.021)

Consumers Use Tax (20)

General (11)	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	Total
Gross Sales	21,463.00	225.75	91.75	1,800.50	3,449.75	31.50	1,203.25	426.75	2,966.75	693.50	156,816.75	4,038.00	193,207.25
Deductions													
Net Taxable Sales	21,463.00	225.75	91.75	1,800.50	3,449.75	31.50	1,203.25	426.75	2,966.75	693.50	156,816.75	4,038.00	193,207.25
Rate 4%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Gross Tax Due	858.52	9.03	3.67	72.02	137.99	1.26	48.13	17.07	118.67	27.74	6,272.67	161.52	7,728.29
Amt Paid - Originally	858.52	9.03	3.67	72.02	137.99	1.26	48.13	17.07	118.67	27.74	6,272.67	161.52	7,728.29

Amended Returns To Vestavia Hills:

Sale Tax (10)

General (11)	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	Total
Gross Sales	107,321.46	108,830.66	101,824.77	81,212.50	67,376.10	77,955.34	78,828.37	68,783.17	81,745.21	70,453.76	79,675.23	81,637.35	1,005,643.92
Deductions	79,150.21	81,339.41	70,644.27	54,077.25	45,664.60	52,485.84	55,126.37	48,715.17	60,482.71	47,784.01	59,502.25	55,808.35	710,780.44
Net Taxable Sales	28,171.25	27,491.25	31,180.50	27,135.25	21,711.50	25,469.50	23,702.00	20,068.00	21,262.50	22,669.75	20,172.98	25,829.00	294,863.48
Rate 4%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Gross Tax Due	1,126.85	1,099.65	1,247.22	1,085.41	868.46	1,018.78	948.08	802.72	850.50	906.79	806.92	1,033.16	11,794.54
Discount % per period	0.023	0.023	0.022	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	
Discount	(25.54)	(24.99)	(27.84)	(23.13)	(18.42)	(21.75)	(20.01)	(17.13)	(17.90)	(19.08)	(17.04)	(21.84)	(254.67)
Amt Paid - Originally	1,101.31	1,074.66	1,262.65	2,238.27	2,414.70	2,179.42	2,647.40	2,186.19	2,822.67	2,828.96	2,618.97	2,583.35	25,958.55
New Total Due	1,101.31	1,074.66	1,219.38	1,062.28	850.04	997.03	928.07	785.59	832.60	887.71	789.88	1,011.32	11,539.87
	-0.023	-0.023	-0.022	-0.021	-0.021	-0.021	-0.021	-0.021	-0.021	-0.021	-0.021	-0.021	
Difference - Refund	\$0.00	\$0.00	\$43.27	\$1,175.99	\$1,564.66	\$1,182.39	\$1,719.33	\$1,400.60	\$1,990.07	\$1,941.25	\$1,829.09	\$1,572.03	\$14,418.68

Consumers Use Tax (20)

General (11)	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	March 2023	April 2023	May 2023	June 2023	Total
Gross Sales	826.30	225.75	56.10	46.90	271.80	8.00	0.00	157.90	1,092.90	123.50	0.00	131.40	2,940.55
Deductions													
Net Taxable Sales	826.30	225.75	56.10	46.90	271.80	8.00	0.00	157.90	1,092.90	123.50	0.00	131.40	2,940.55
Rate 4%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Gross Tax Actually Due	33.05	9.03	2.24	1.88	10.87	0.32	0.00	6.32	43.72	4.94	0.00	5.26	117.62
Amt Paid	858.52	9.03	3.67	72.02	137.99	1.26	48.13	17.07	118.67	27.74	6,272.67	161.52	7,728.29
Difference - Refund	825.47	0.00	1.43	70.14	127.12	0.94	48.13	10.75	74.95	22.80	6,272.67	156.26	7,610.67

Total Refund 22,029.35

600 Beacon Parkway West Suite 900
Birmingham, AL 35209



Refund Petition

For Inquiries Only

Toll-Free Phone: (800) 556-7274

Email: refunds@avenuinsights.com

Website: www.avenuinsights.com

Refund Petitions must be mailed in.
Emailed/Faxed petitions cannot be
processed.

Business Name & Address: GENUINE PARTS COMPANY

5420 Peachtree Ind Blvd

Norcross, GA 30071

Telephone # ()

Contact Name:

Avenu Account No.: 009160

FEIN or SSN#: 58-0254510

Remittance address:

Attn: Avenu Refund Department

600 Beacon Parkway West Suite 900

Birmingham, AL 35209

☐ Joint Refund Petition ☒ Direct Refund Petition

Note: Separate petitions are required for each type of tax and for each city or county. (Instructions on page 2)

The undersigned hereby makes application for refund of

(\$ 22,029.36) Twenty-two thousand twenty-nine and 36/100 Dollars.

Taxes paid by said undersigned to the Tax Trust Account for (city or county) Vestavia Hills for the period(s) July 2022-June 2023, which amount was erroneously paid or paid in excess of the amount due or was paid through mistake of fact or law.

Explain in detail the reasons for refund claim (attach additional pages if necessary):

In July of 2022 we opened a location in Hoover, AL. I misunderstood what I was told regarding the location and began paying the taxes for this new location to Vestavia Hill, AL using the established account number. I'm submitting copies of all the returns for the twelve months of returns and I'm submitting information regarding the addresses for the two stores. We should only have been submitting taxes to Vestavia Hills for the one location. In July of 2023 the City of Hoover reached out to us regarding why we had not been making sales tax payments on the account that opened within their city limits in July of 2022. That is how I discovered my error. I'm also submitting a copy of the City of Hoover license.

Signatures: The petition must bear the signature of the party involved. If a petitioner is an individual, the individual must sign. If a petitioner is a partnership or limited liability partnership, a partner must sign. If a petitioner is a corporation, an officer of the corporation must sign. If a petitioner is a limited liability company, a member must sign.

Gina Ormsby
Petitioner's Name (Seller)

009160
Avenu Account #

Gina Ormsby, VP Finance
Petitioner's Signature/Title

JENNIFER_HO@GENPT.COM
Petitioner's Email Address

5420 Peachtree Ind Blvd
Mailing Address

Norcross GA 30018
City State Zip

9/19/2023
Date Signed

Petitioner's Name (Consumer-Purchaser)

Avenu Account # Telephone #

Petitioner's Signature/Title

Petitioner's Email Address

Mailing Address

City State Zip

Date Signed

NOTE: Must be signed by an Officer, Member, Owner, Partner or Legal Representative.

Jurisdiction	Tax	Rate	Period	Net Tax Due	Check Amount	Gross Sales	Deduct	Net Sales	Gross Tax	Disc/pen
Vestavia Hills	10	11	72022	1101.31	19997.54	107321.46	79150.21	28171.25	1101.31	0
Vestavia Hills	20	11	72022	858.52	19997.54	21463	0	21463	858.52	0
Vestavia Hills	10	11	82022	1074.66	19227.1	108830.66	81339.41	27491.25	1099.65	24.99
Vestavia Hills	20	11	82022	9.03	19227.1	225.75	0	225.75	9.03	0
Vestavia Hills	10	11	92022	1262.65	18898.99	107183.12	74896.12	32287	1291.48	28.83
Vestavia Hills	20	11	92022	3.67	18898.99	91.75	0	91.75	3.67	0
Vestavia Hills	10	11	102022	2238.27	19432.85	153553.67	96378.42	57175.25	2287.01	48.74
Vestavia Hills	20	11	102022	72.02	19432.85	1800.5	0	1800.5	72.02	0
Vestavia Hills	10	11	112022	2414.7	16883.68	167970.02	106294.02	61676	2467.04	52.34
Vestavia Hills	20	11	112022	137.99	16883.68	3449.75	0	3449.75	137.99	0
Vestavia Hills	10	11	122022	2179.42	17572.99	165542.59	109868.59	55674	2226.96	47.54
Vestavia Hills	20	11	122022	1.26	17572.99	31.5	0	31.5	1.26	0
Vestavia Hills	10	11	12023	2647.4	17145.75	189153.52	121541.27	67612.25	2704.49	57.09
Vestavia Hills	20	11	12023	48.13	17145.75	1203.25	0	1203.25	48.13	0
Vestavia Hills	10	11	22023	2186.19	16966.14	168272.46	112425.71	55846.75	2233.87	47.68
Vestavia Hills	20	11	22023	17.07	16966.14	426.75	0	426.75	17.07	0
Vestavia Hills	10	11	32023	2822.67	18676.01	235075.7	162992.2	72083.5	2883.34	60.67
Vestavia Hills	20	11	32023	118.67	18676.01	2966.75	0	2966.75	118.67	0
Vestavia Hills	10	11	42023	2828.96	17443.53	211338.65	139094.65	72244	2889.76	60.8
Vestavia Hills	20	11	42023	27.74	17443.53	693.5	0	693.5	27.74	0
Vestavia Hills	10	11	52023	2618.97	23220.5	225742.5	158855.5	66887	2675.48	56.51
Vestavia Hills	20	11	52023	6272.67	23220.5	156816.75	0	156816.8	6272.67	0
Vestavia Hills	10	11	62023	2583.35	17282.66	232859.19	166880.94	65978.25	2639.13	55.78
Vestavia Hills	20	11	62023	161.52	17282.66	4038	0	4038	161.52	0

Genuine Parts Company Payment History #009160

Original Returns To Vestavia**Sales Tax (10)****General (11)**

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
Gross Sales	107,321.46	108,830.66	107,183.12	153,553.67	167,970.02	165,542.59	189,153.52	168,272.46	235,075.70	211,338.65	225,742.50	232,859.19	
Total Deductions	79,150.21	81,339.41	74,896.12	96,378.42	106,294.02	109,868.59	121,541.27	112,425.71	162,992.20	139,094.65	158,855.50	166,880.94	
Net Taxable Sales	28,171.25	27,491.25	32,287.00	57,175.25	61,676.00	55,674.00	67,612.25	55,846.75	72,083.50	72,244.00	66,887.00	65,978.25	
Rate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Gross Tax Due	1,126.85	1,099.65	1,291.48	2,287.01	2,467.04	2,226.96	2,704.49	2,233.87	2,883.34	2,889.76	2,675.48	2,639.13	26,525.06
Discount	(25.54)	(24.99)	(28.83)	(48.74)	(52.34)	(47.54)	(57.09)	(47.68)	(60.67)	(60.80)	(56.51)	(55.78)	(566.51)
Amt Paid - Originally	1,101.31	1,074.66	1,262.65	2,238.27	2,414.70	2,179.42	2,647.40	2,186.19	2,822.67	2,828.96	2,618.97	2,583.35	25,958.55
Discount % per period	0.023	0.023	0.022	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	

AMT Paid**Consumers Use Tax (20)****General (11)**

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
Gross Sales	21,463.00	225.75	91.75	1,800.50	3,449.75	31.50	1,203.25	426.75	2,966.75	693.50	156,816.75	4,038.00	
Total Deductions													
Net Taxable Sales	21,463.00	225.75	91.75	1,800.50	3,449.75	31.50	1,203.25	426.75	2,966.75	693.50	156,816.75	4,038.00	
Rate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Gross Tax Due	858.52	9.03	3.67	72.02	137.99	1.26	48.13	17.07	118.67	27.74	6,272.67	161.52	7,728.29
Amt Paid - Originally	858.52	9.03	3.67	72.02	137.99	1.26	48.13	17.07	118.67	27.74	6,272.67	161.52	7,728.29

AMT Paid**Vestavia Hills****Sales Tax (10)****General (11)**

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
Gross Sales	107,321.46	108,830.66	101,824.77	81,212.50	67,376.10	77,955.34	78,828.37	68,783.17	81,745.21	70,453.76	79,675.23	81,637.35	
Total Deductions	79,150.21	81,339.41	70,644.27	54,077.25	45,664.60	52,485.84	55,126.37	48,715.17	60,482.71	47,784.01	59,502.25	55,808.35	
Net Taxable Sales	28,171.25	27,491.25	31,180.50	27,135.25	21,711.50	25,469.50	23,702.00	20,068.00	21,262.50	22,669.75	20,172.98	25,829.00	
Rate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Gross Tax Due	1,126.85	1,099.65	1,247.22	1,085.41	868.46	1,018.78	948.08	802.72	850.50	906.79	806.92	1,033.16	11,794.54
Discount % per period	0.023	0.023	0.022	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	0.021	
Discount	(25.54)	(24.99)	(27.84)	(23.13)	(18.42)	(21.75)	(20.01)	(17.13)	(17.90)	(19.08)	(17.04)	(21.84)	(254.68)
Amt Paid - Originally	1,101.31	1,074.66	1,262.65	2,238.27	2,414.70	2,179.42	2,647.40	2,186.19	2,822.67	2,828.96	2,618.97	2,583.35	25,958.55
New Total Due	1,101.31	1,074.66	1,219.38	1,062.28	850.04	997.03	928.07	785.59	832.60	887.71	789.88	1,011.32	

Actual Due

Difference	-	-	(43.27)	(1,175.99)	(1,564.66)	(1,182.39)	(1,719.33)	(1,400.60)	(1,990.07)	(1,941.25)	(1,829.09)	(1,572.03)	(14,418.69)	Refund due
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Consumers Use Tax (20)**General (11)**

Gross Sales	826.30	225.75	56.10	46.90	271.80	8.00	-	157.90	1,092.90	123.50	-	131.40	
Total Deductions													
Net Taxable Sales	826.30	225.75	56.10	46.90	271.80	8.00	-	157.90	1,092.90	123.50	-	131.40	
Rate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
Gross Tax Due	33.05	9.03	2.24	1.88	10.87	0.32	-	6.32	43.72	4.94	-	5.26	117.62
Amt Paid	858.52	9.03	3.67	72.02	137.99	1.26	48.13	17.07	118.67	27.74	6272.67	161.52	
Difference	(825.47)	-	(1.43)	(70.14)	(127.12)	(0.94)	(48.13)	(10.75)	(74.95)	(22.80)	(6,272.67)	(156.26)	(7,610.67) Refund due

Hoover Acct 95694												
Sales Tax (10)												
General (11)	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Gross Sales	-	-	5,358.35	72,341.17	100,593.92	87,587.25	110,325.15	99,489.29	153,330.49	140,884.89	146,067.27	151,221.84
Total Deductions	-	-	4,251.85	42,301.17	60,629.42	57,382.75	66,414.90	63,710.54	102,509.49	91,310.64	99,353.25	111,072.59
Net Taxable Sales	-	-	1,106.50	30,040.00	39,964.50	30,204.50	43,910.25	35,778.75	50,821.00	49,574.25	46,714.02	40,149.25
Rate	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Gross Tax Due	-	-	38.73	1,051.40	1,398.76	1,057.16	1,536.86	1,252.26	1,778.74	1,735.10	1,634.99	1,405.22
12,889.21												
Consumers Use Tax (20)												
General (11)	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Gross Sales	20,636.70	-	35.65	1,753.60	3,177.95	23.50	1,203.25	268.85	1,873.85	570.00	156,816.75	3,906.60
Total Deductions	-	-	-	-	-	-	-	-	-	-	-	-
Net Taxable Sales	20,636.70	-	35.65	1,753.60	3,177.95	23.50	1,203.25	268.85	1,873.85	570.00	156,816.75	3,906.60
Rate	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Gross Tax Due	722.28	-	1.25	61.38	111.23	0.82	42.11	9.41	65.58	19.95	5,488.59	136.73
6,659.33												
True Acct 1250 Hoover Due												
Sells Tax (10) General												
(11)	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Gross Sales	1,694.57	1,653.71	1,875.43	1,632.29	1,306.00	1,532.00	1,425.71	1,207.14	1,278.86	1,363.71	9,762.71	1,553.71
Total Deductions	-	-	-	-	-	-	-	-	-	-	-	-
Net Taxable Sales	1,694.57	1,653.71	1,875.43	1,632.29	1,306.00	1,532.00	1,425.71	1,207.14	1,278.86	1,363.71	9,762.71	1,553.71
Rate	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Gross Tax Due	59.31	57.88	65.64	57.13	45.71	53.62	49.90	42.25	44.76	47.73	341.69	54.38
920.00												
Original Returns to Acct 1250 Hoover - Paid												
Sellers Use Tax (20)												
General (11)	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Gross Sales	1,694.57	1,653.71	1,942.00	3,439.15	3,710.00	3,348.86	1,066.85	3,359.14	4,335.72	4,345.71	4,023.43	3,968.85
Total Deductions	-	-	-	-	-	-	-	-	-	-	-	-
Net Taxable Sales	1,694.57	1,653.71	1,942.00	3,439.15	3,710.00	3,348.86	1,066.85	3,359.14	4,335.72	4,345.71	4,023.43	3,968.85
Rate	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Gross Tax Due	59.31	57.88	67.97	120.37	129.85	117.21	37.34	117.57	151.75	152.10	140.82	138.91
1,291.08												
Consumer Use Tax (20)												
General (11)	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Gross Sales	1,290.85	13.43	5.43	108.28	207.43	2.00	72.29	25.71	178.57	41.71	9,432.57	242.86
Total Deductions	-	-	-	-	-	-	-	-	-	-	-	-
Net Taxable Sales	1,290.85	13.43	5.43	108.28	207.43	2.00	72.29	25.71	178.57	41.71	9,432.57	242.86
Rate	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Gross Tax Due	45.18	0.47	0.19	3.79	7.26	0.07	2.53	0.90	6.25	1.46	330.14	8.50
406.74												
Amt Due Hoover	677.10	(0.47)	37.46	1,045.75	1,418.59	994.32	1,589.00	1,185.45	1,731.08	1,649.22	6,994.31	1,448.92
18,770.73												

**HOOVER, ALABAMA
BUSINESS LICENSE RENEWAL NOTICE**

August 2, 2023**SECOND NOTICE**

License #	Class	Description	PIN
22-00124077	6A	MERCHANDISE RETAIL/WH & DEL	1061

Business Mailing Address:

**NAPA AUTO PARTS
1775 MONTGOMERY HWY**

HOOVER AL 35244-1215

**Business Name & Location Address
NAPA AUTO PARTS
1775 MONTGOMERY HWY
HOOVER AL 35244-1215**

**Business Account # 0095694
NAICS Code: 000452**

**SEE OTHER SIDE FOR RATE SCHEDULE AND
REQUIRED INFORMATION**



Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenuinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Jul 2022
Due Date: 8/22/2022
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS: _____

Confirmation # 78CJGP0IOG Total Amount Due on This Return: \$ 19,997.54 Payment Method: e-Pay from Checking

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$131,820.00	\$62,456.30	0	0	0	\$69,363.70	4.00%	\$2,774.55	\$0.00	\$0.00	\$58.49	\$2,716.06
9336	Bessemer	Sellers Use (15) General (11)	\$422.00	\$0.00	0	0	0	\$422.00	4.00%	\$16.88	\$0.00	\$0.00	\$0.00	\$16.88
9137	Birmingham	Sales Tax (10) General (11)	\$1,095,565.63	\$797,376.06	0	0	0	\$298,189.57	4.00%	\$11,927.58	\$0.00	\$0.00	\$89.46	\$11,838.12
9137	Birmingham	Consumers Use (20) General (11)	\$1,394.20	\$0.00	0	0	0	\$1,394.20	4.00%	\$55.77	\$0.00	\$0.00	\$0.42	\$55.35
9360	Gardendale	Sales Tax (10) General (11)	\$201,077.83	\$125,689.93	0	0	0	\$75,387.90	4.00%	\$3,015.52	\$0.00	\$0.00	\$63.31	\$2,952.21
9360	Gardendale	Consumers Use (20) General (11)	\$614.60	\$0.00	0	0	0	\$614.60	4.00%	\$24.58	\$0.00	\$0.00	\$0.00	\$24.58
7035	Houston County	Sales Tax (10) General (11)	\$139,533.49	\$95,459.38	0	0	0	\$44,074.11	1.00%	\$440.74	\$0.00	\$0.00	\$11.81	\$428.93
7035	Houston County	Consumers Use (20) General (11)	\$557.67	\$0.00	0	0	0	\$557.67	1.00%	\$5.58	\$0.00	\$0.00	\$0.00	\$5.58
9333	Vestavia Hills	Sales Tax (10) General (11)	↓ \$107,321.46	\$79,150.21	0	0	0	\$28,171.25	4.00%	\$1,126.85	\$0.00	\$0.00	\$25.54	\$1,101.31
9333	Vestavia Hills	Consumers Use (20) General (11)	↓ \$21,463.00	\$0.00	0	0	0	\$21,463.00	4.00%	\$858.52	\$0.00	\$0.00	\$0.00	\$858.52
Totals:										\$20,246.57	\$0.00	\$0.00	\$249.03	\$19,997.54

Total Amount Due: \$ 19,997.54

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website. The confirmation number does not in any way confirm that your payment has been accepted or that the payment account information submitted is valid. If your payment does not process successfully, you will be contacted by the appropriate filing authority.



Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenuinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Aug 2022
Due Date: 9/20/2022
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation #
WWWXMML5IY

Total Amount Due on This Return:
\$ 19,227.10

Payment Method:
e-Pay from Checking

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$119,228.28	\$79,499.68	0	0	0	\$39,728.60	4.00%	\$1,589.14	\$0.00	\$0.00	\$34.78	\$1,554.36
9336	Bessemer	Sellers Use (15) General (11)	\$734.10	\$0.00	0	0	0	\$734.10	4.00%	\$29.36	\$0.00	\$0.00	\$0.00	\$29.36
9137	Birmingham	Sales Tax (10) General (11)	\$1,127,147.00	\$800,390.06	0	0	0	\$326,756.94	4.00%	\$13,070.28	\$0.00	\$0.00	\$98.03	\$12,972.25
9137	Birmingham	Consumers Use (20) General (11)	\$1,727.50	\$0.00	0	0	0	\$1,727.50	4.00%	\$69.10	\$0.00	\$0.00	\$0.52	\$68.58
9360	Gardendale	Sales Tax (10) General (11)	\$205,457.67	\$134,429.57	0	0	0	\$71,028.10	4.00%	\$2,841.12	\$0.00	\$0.00	\$59.82	\$2,781.30
9360	Gardendale	Consumers Use (20) General (11)	\$141.80	\$0.00	0	0	0	\$141.80	4.00%	\$5.67	\$0.00	\$0.00	\$0.00	\$5.67
7035	Houston County	Sales Tax (10) General (11)	\$198,626.78	\$123,988.11	0	0	0	\$74,638.67	1.00%	\$746.39	\$0.00	\$0.00	\$17.93	\$728.46
7035	Houston County	Consumers Use (20) General (11)	\$343.44	\$0.00	0	0	0	\$343.44	1.00%	\$3.43	\$0.00	\$0.00	\$0.00	\$3.43
9333	Vestavia Hills	Sales Tax (10) General (11)	\$108,830.66	\$81,339.41	0	0	0	\$27,491.25	4.00%	\$1,099.65	\$0.00	\$0.00	\$24.99	\$1,074.66
9333	Vestavia Hills	Consumers Use (20) General (11)	\$225.75	\$0.00	0	0	0	\$225.75	4.00%	\$9.03	\$0.00	\$0.00	\$0.00	\$9.03
Totals:										\$19,463.17	\$0.00	\$0.00	\$236.07	\$19,227.10

Total Amount Due: \$ 19,227.10

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenueinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Sep 2022
Due Date: 10/20/2022
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation #
783PGKQC55

Total Amount Due on This Return:
\$ 18,898.99

Payment Method:
e-Pay from Checking

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$137,829.90	\$68,841.40	0	0	0	\$68,988.50	4.00%	\$2,759.54	\$0.00	\$0.00	\$58.19	\$2,701.35
9336	Bessemer	Sellers Use (15) General (11)	\$330.90	\$0.00	0	0	0	\$330.90	4.00%	\$13.24	\$0.00	\$0.00	\$0.00	\$13.24
9137	Birmingham	Sales Tax (10) General (11)	\$1,029,136.07	\$741,455.13	0	0	0	\$287,680.94	4.00%	\$11,507.24	\$0.00	\$0.00	\$86.30	\$11,420.94
9137	Birmingham	Consumers Use (20) General (11)	\$830.04	\$0.00	0	0	0	\$830.04	4.00%	\$33.20	\$0.00	\$0.00	\$0.25	\$32.95
9360	Gardendale	Sales Tax (10) General (11)	\$221,451.73	\$157,141.53	0	0	0	\$64,310.20	4.00%	\$2,572.41	\$0.00	\$0.00	\$54.45	\$2,517.96
9360	Gardendale	Consumers Use (20) General (11)	\$39.20	\$0.00	0	0	0	\$39.20	4.00%	\$1.57	\$0.00	\$0.00	\$0.00	\$1.57
7035	Houston County	Sales Tax (10) General (11)	\$209,369.53	\$112,746.09	0	0	0	\$96,623.44	1.00%	\$966.23	\$0.00	\$0.00	\$22.32	\$943.91
7035	Houston County	Consumers Use (20) General (11)	\$75.33	\$0.00	0	0	0	\$75.33	1.00%	\$0.75	\$0.00	\$0.00	\$0.00	\$0.75
9333	Vestavia Hills	Sales Tax (10) General (11)	\$107,183.12 101,824.77	\$74,896.12 69,003.37	0	0	0	\$32,287.00 31,180.50	4.00%	\$1,291.48 1241.22	\$0.00	\$0.00	\$28.83	\$1,262.65 1211.22
9333	Vestavia Hills	Consumers Use (20) General (11)	\$91.75 56.10	\$0.00	0	0	0	\$91.75	4.00%	\$3.67 2.24	\$0.00	\$0.00	\$0.00	\$3.67 2.24
Totals:										\$19,149.33	\$0.00	\$0.00	\$250.34	\$18,898.99

Total Amount Due: \$ 18,898.99

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenuinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Oct 2022
Due Date: 11/21/2022
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation #
1H5R0S170V

Total Amount Due on This Return:
\$ 19,432.85

Payment Method:
e-Pay from Checking

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$136,645.83	\$69,115.93	0	0	0	\$67,529.90	4.00%	\$2,701.20	\$0.00	\$0.00	\$57.02	\$2,644.18
9336	Bessemer	Sellers Use (15) General (11)	\$93.60	\$0.00	0	0	0	\$93.60	4.00%	\$3.74	\$0.00	\$0.00	\$0.00	\$3.74
9137	Birmingham	Sales Tax (10) General (11)	\$1,015,860.47	\$738,010.41	0	0	0	\$277,850.06	4.00%	\$11,114.00	\$0.00	\$0.00	\$83.35	\$11,030.65
9137	Birmingham	Consumers Use (20) General (11)	\$3,444.26	\$0.00	0	0	0	\$3,444.26	4.00%	\$137.77	\$0.00	\$0.00	\$1.03	\$136.74
9360	Gardendale	Sales Tax (10) General (11)	\$204,980.77	\$138,834.07	0	0	0	\$66,146.70	4.00%	\$2,645.87	\$0.00	\$0.00	\$55.92	\$2,589.95
9360	Gardendale	Consumers Use (20) General (11)	\$482.00	\$0.00	0	0	0	\$482.00	4.00%	\$19.28	\$0.00	\$0.00	\$0.00	\$19.28
7035	Houston County	Sales Tax (10) General (11)	\$179,600.48	\$108,997.37	0	0	0	\$70,603.11	1.00%	\$706.03	\$0.00	\$0.00	\$17.12	\$688.91
7035	Houston County	Consumers Use (20) General (11)	\$911.00	\$0.00	0	0	0	\$911.00	1.00%	\$9.11	\$0.00	\$0.00	\$0.00	\$9.11
9333	Vestavia Hills	Sales Tax (10) General (11)	\$153,553.67	\$96,378.42	0	0	0	\$57,175.25	4.00%	\$2,287.01	\$0.00	\$0.00	\$48.74	\$2,238.27
9333	Vestavia Hills	Consumers Use (20) General (11)	\$1,800.50	\$0.00	0	0	0	\$1,800.50	4.00%	\$72.02	\$0.00	\$0.00	\$0.00	\$72.02
Totals:										\$19,696.03	\$0.00	\$0.00	\$263.18	\$19,432.85

Total Amount Due: \$ 19,432.85

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

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PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Nov 2022
Due Date: 12/20/2022
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation # ULP8GPWQ17 Total Amount Due on This Return: \$ 16,883.68 Payment Method: e-Pay from Checking
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Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$125,039.73	\$49,745.53	0	0	0	\$75,294.20	4.00%	\$3,011.77	\$0.00	\$0.00	\$63.24	\$2,948.53
9336	Bessemer	Sellers Use (15) General (11)	\$9.10	\$0.00	0	0	0	\$9.10	4.00%	\$0.36	\$0.00	\$0.00	\$0.00	\$0.36
9137	Birmingham	Sales Tax (10) General (11)	\$989,760.46	\$769,825.25	0	0	0	\$219,935.21	4.00%	\$8,797.41	\$0.00	\$0.00	\$65.98	\$8,731.43
9137	Birmingham	Consumers Use (20) General (11)	\$928.63	\$0.00	0	0	0	\$928.63	4.00%	\$37.15	\$0.00	\$0.00	\$0.28	\$36.87
9360	Gardendale	Sales Tax (10) General (11)	\$191,573.81	\$134,947.61	0	0	0	\$56,626.20	4.00%	\$2,265.05	\$0.00	\$0.00	\$48.30	\$2,216.75
9360	Gardendale	Consumers Use (20) General (11)	\$46.10	\$0.00	0	0	0	\$46.10	4.00%	\$1.84	\$0.00	\$0.00	\$0.00	\$1.84
7035	Houston County	Sales Tax (10) General (11)	\$131,511.75	\$91,095.31	0	0	0	\$40,416.44	1.00%	\$404.16	\$0.00	\$0.00	\$11.08	\$393.08
7035	Houston County	Consumers Use (20) General (11)	\$212.67	\$0.00	0	0	0	\$212.67	1.00%	\$2.13	\$0.00	\$0.00	\$0.00	\$2.13
9333	Vestavia Hills	Sales Tax (10) General (11)	\$167,970.02	\$106,294.02	0	0	0	\$61,676.00	4.00%	\$2,467.04	\$0.00	\$0.00	\$52.34	\$2,414.70
9333	Vestavia Hills	Consumers Use (20) General (11)	\$3,449.75	\$0.00	0	0	0	\$3,449.75	4.00%	\$137.99	\$0.00	\$0.00	\$0.00	\$137.99
Totals:										\$17,124.90	\$0.00	\$0.00	\$241.22	\$16,883.68

Total Amount Due: \$ 16,883.68

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

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PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Dec 2022
Due Date: 1/20/2023
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation #
5NBDFN8V2H

Total Amount Due on This Return:
\$ 17,572.99

Payment Method:
e-Pay from Checking

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$119,962.71	\$62,365.31	0	0	0	\$57,597.40	4.00%	\$2,303.90	\$0.00	\$0.00	\$49.08	\$2,254.82
9336	Bessemer	Sellers Use (15) General (11)	\$0.00	\$0.00	0	0	0	\$0.00	4.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9137	Birmingham	Sales Tax (10) General (11)	\$953,316.60	\$710,555.16	0	0	0	\$242,761.44	4.00%	\$9,710.46	\$0.00	\$0.00	\$72.83	\$9,637.63
9137	Birmingham	Consumers Use (20) General (11)	\$3,109.88	\$0.00	0	0	0	\$3,109.88	4.00%	\$124.40	\$0.00	\$0.00	\$0.93	\$123.47
9360	Gardendale	Sales Tax (10) General (11)	\$192,058.33	\$117,481.33	0	0	0	\$74,577.00	4.00%	\$2,983.08	\$0.00	\$0.00	\$62.66	\$2,920.42
9360	Gardendale	Consumers Use (20) General (11)	\$9.80	\$0.00	0	0	0	\$9.80	4.00%	\$0.39	\$0.00	\$0.00	\$0.00	\$0.39
7035	Houston County	Sales Tax (10) General (11)	\$137,706.67	\$90,981.89	0	0	0	\$46,724.78	1.00%	\$467.25	\$0.00	\$0.00	\$12.34	\$454.91
7035	Houston County	Consumers Use (20) General (11)	\$67.00	\$0.00	0	0	0	\$67.00	1.00%	\$0.67	\$0.00	\$0.00	\$0.00	\$0.67
9333	Vestavia Hills	Sales Tax (10) General (11)	\$165,542.59 77,935.34	\$109,868.59	0	0	0	\$55,674.00 25,469.50	4.00%	\$2,226.96 1018.78	\$0.00	\$0.00	\$47.54	\$2,179.42
9333	Vestavia Hills	Consumers Use (20) General (11)	\$31.50 8	\$0.00	0	0	0	\$31.50	4.00%	\$1.26 550.32	\$0.00	\$0.00	\$0.00	\$1.26
Totals:										\$17,818.37	\$0.00	\$0.00	\$245.38	\$17,572.99

Total Amount Due: \$ 17,572.99

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

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☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Jan 2023
Due Date: 2/20/2023
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation #
RK0M5ERVCR

Total Amount Due on This Return:
\$ 17,145.75

Payment Method:
e-Pay from Checking

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$127,081.06	\$63,484.06	0	0	0	\$63,597.00	4.00%	\$2,543.88	\$0.00	\$0.00	\$53.88	\$2,490.00
9336	Bessemer	Sellers Use (15) General (11)	\$90.00	\$0.00	0	0	0	\$90.00	4.00%	\$3.60	\$0.00	\$0.00	\$0.00	\$3.60
9137	Birmingham	Sales Tax (10) General (11)	\$994,368.28	\$775,890.16	0	0	0	\$218,478.12	4.00%	\$8,739.12	\$0.00	\$0.00	\$65.54	\$8,673.58
9137	Birmingham	Consumers Use (20) General (11)	\$3,770.13	\$0.00	0	0	0	\$3,770.13	4.00%	\$150.81	\$0.00	\$0.00	\$1.13	\$149.68
9360	Gardendale	Sales Tax (10) General (11)	\$206,227.63	\$138,345.53	0	0	0	\$67,882.10	4.00%	\$2,715.28	\$0.00	\$0.00	\$57.31	\$2,657.97
9360	Gardendale	Consumers Use (20) General (11)	\$499.60	\$0.00	0	0	0	\$499.60	4.00%	\$19.98	\$0.00	\$0.00	\$0.00	\$19.98
7035	Houston County	Sales Tax (10) General (11)	\$159,173.15	\$112,707.93	0	0	0	\$46,465.22	1.00%	\$464.65	\$0.00	\$0.00	\$12.29	\$452.36
7035	Houston County	Consumers Use (20) General (11)	\$305.00	\$0.00	0	0	0	\$305.00	1.00%	\$3.05	\$0.00	\$0.00	\$0.00	\$3.05
9333	Vestavia Hills	Sales Tax (10) General (11)	18,828.57 \$189,153.52	\$121,541.27	0	0	0	23,702.00 \$67,612.25	4.00%	748.08 \$2,704.49	\$0.00	\$0.00	\$57.09	\$2,647.40
9333	Vestavia Hills	Consumers Use (20) General (11)	1,203.25 \$1,203.25	\$0.00	0	0	0	0 \$1,203.25	4.00%	\$48.13	\$0.00	\$0.00	\$0.00	0 \$48.13
Totals:										\$17,392.99	\$0.00	\$0.00	\$247.24	\$17,145.75

Total Amount Due: \$ 17,145.75

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenuinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Feb 2023
Due Date: 3/20/2023
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation #
DEDKLVP1K3

Total Amount Due on This Return:
\$ 16,966.14

Payment Method:
e-Pay from Checking

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$103,095.41	\$47,849.91	0	0	0	\$55,245.50	4.00%	\$2,209.82	\$0.00	\$0.00	\$47.20	\$2,162.62
9336	Bessemer	Sellers Use (15) General (11)	\$27.20	\$0.00	0	0	0	\$27.20	4.00%	\$1.09	\$0.00	\$0.00	\$0.00	\$1.09
9137	Birmingham	Sales Tax (10) General (11)	\$916,822.31	\$692,875.73	0	0	0	\$223,946.58	4.00%	\$8,957.86	\$0.00	\$0.00	\$67.18	\$8,890.68
9137	Birmingham	Consumers Use (20) General (11)	\$1,913.11	\$0.00	0	0	0	\$1,913.11	4.00%	\$76.52	\$0.00	\$0.00	\$0.57	\$75.95
9360	Gardendale	Sales Tax (10) General (11)	\$192,139.81	\$122,281.61	0	0	0	\$69,858.20	4.00%	\$2,794.33	\$0.00	\$0.00	\$58.89	\$2,735.44
9360	Gardendale	Consumers Use (20) General (11)	\$434.70	\$0.00	0	0	0	\$434.70	4.00%	\$17.39	\$0.00	\$0.00	\$0.00	\$17.39
7035	Houston County	Sales Tax (10) General (11)	\$181,648.11	\$92,198.00	0	0	0	\$89,450.11	1.00%	\$894.50	\$0.00	\$0.00	\$20.89	\$873.61
7035	Houston County	Consumers Use (20) General (11)	\$610.44	\$0.00	0	0	0	\$610.44	1.00%	\$6.10	\$0.00	\$0.00	\$0.00	\$6.10
9333	Vestavia Hills	Sales Tax (10) General (11)	\$168,272.46 608,783.17	\$112,425.71	0 48,715.17	0	0	\$55,846.75 20,068	4.00%	\$2,233.87 802.72	\$0.00	\$0.00	\$47.68	\$2,186.19
9333	Vestavia Hills	Consumers Use (20) General (11)	\$426.75 157.90	\$0.00	0	0	0	\$426.75 157.90	4.00%	\$17.07 6.32	\$0.00	\$0.00	\$0.00	\$17.07
Totals:										\$17,208.55	\$0.00	\$0.00	\$242.41	\$16,966.14

Total Amount Due: \$ 16,966.14

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

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☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Mar 2023
Due Date: 4/20/2023
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation # FWNYK9Y7J3 Total Amount Due on This Return: \$ 18,676.01 Payment Method: e-Pay from Checking
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Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$127,622.03	\$63,466.93	0	0	0	\$64,155.10	4.00%	\$2,566.20	\$0.00	\$0.00	\$54.32	\$2,511.88
9336	Bessemer	Sellers Use (15) General (11)	\$272.00	\$0.00	0	0	0	\$272.00	4.00%	\$10.88	\$0.00	\$0.00	\$0.00	\$10.88
9137	Birmingham	Sales Tax (10) General (11)	\$1,082,738.26	\$838,895.66	0	0	0	\$243,842.60	4.00%	\$9,753.70	\$0.00	\$0.00	\$73.15	\$9,680.55
9137	Birmingham	Consumers Use (20) General (11)	\$3,355.08	\$0.00	0	0	0	\$3,355.08	4.00%	\$134.20	\$0.00	\$0.00	\$1.01	\$133.19
9360	Gardendale	Sales Tax (10) General (11)	\$198,639.23	\$127,946.83	0	0	0	\$70,692.40	4.00%	\$2,827.70	\$0.00	\$0.00	\$59.55	\$2,768.15
9360	Gardendale	Consumers Use (20) General (11)	\$1,211.70	\$0.00	0	0	0	\$1,211.70	4.00%	\$48.47	\$0.00	\$0.00	\$0.00	\$48.47
7035	Houston County	Sales Tax (10) General (11)	\$179,271.10	\$120,509.54	0	0	0	\$58,761.56	1.00%	\$587.62	\$0.00	\$0.00	\$14.75	\$572.87
7035	Houston County	Consumers Use (20) General (11)	\$867.56	\$0.00	0	0	0	\$867.56	1.00%	\$8.68	\$0.00	\$0.00	\$0.00	\$8.68
9333	Vestavia Hills	Sales Tax (10) General (11)	\$235,075.70 81,745.21	\$162,992.20	0 60,482.71	0	0	\$72,083.50 21,262.50	4.00%	\$2,883.34 859.50	\$0.00	\$0.00	\$60.67	\$2,822.67
9333	Vestavia Hills	Consumers Use (20) General (11)	\$2,966.75 1092.40	\$0.00	0	0	0	\$2,966.75	4.00%	\$118.67 41.53	\$0.00	\$0.00	\$0.00	\$118.67
Totals:										\$18,939.46	\$0.00	\$0.00	\$263.45	\$18,676.01

Total Amount Due: \$ 18,676.01

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website. The confirmation number does not in any way confirm that your payment has been accepted or that the payment account information submitted is valid. If your payment does not process successfully, you will be contacted by the appropriate filing authority.



Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenuinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Apr 2023
Due Date: 5/22/2023
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation # KRPX18ED98 Total Amount Due on This Return: \$ <u>17,443.53</u> Payment Method: <u>e-Pay from Checking</u>
--

Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$92,793.42	\$38,433.82	0	0	0	\$54,359.60	4.00%	\$2,174.38	\$0.00	\$0.00	\$46.49	\$2,127.89
9336	Bessemer	Sellers Use (15) General (11)	\$125.80	\$0.00	0	0	0	\$125.80	4.00%	\$5.03	\$0.00	\$0.00	\$0.00	\$5.03
9137	Birmingham	Sales Tax (10) General (11)	\$870,883.79	\$653,663.30	0	0	0	\$217,220.49	4.00%	\$8,688.82	\$0.00	\$0.00	\$65.17	\$8,623.65
9137	Birmingham	Consumers Use (20) General (11)	\$1,097.40	\$0.00	0	0	0	\$1,097.40	4.00%	\$43.90	\$0.00	\$0.00	\$0.33	\$43.57
9360	Gardendale	Sales Tax (10) General (11)	\$218,090.47	\$138,416.37	0	0	0	\$79,674.10	4.00%	\$3,186.96	\$0.00	\$0.00	\$66.74	\$3,120.22
9360	Gardendale	Consumers Use (20) General (11)	\$103.20	\$0.00	0	0	0	\$103.20	4.00%	\$4.13	\$0.00	\$0.00	\$0.00	\$4.13
7035	Houston County	Sales Tax (10) General (11)	\$173,915.60	\$106,279.82	0	0	0	\$67,635.78	1.00%	\$676.36	\$0.00	\$0.00	\$16.53	\$659.83
7035	Houston County	Consumers Use (20) General (11)	\$251.11	\$0.00	0	0	0	\$251.11	1.00%	\$2.51	\$0.00	\$0.00	\$0.00	\$2.51
9333	Vestavia Hills	Sales Tax (10) General (11)	\$211,338.65 <i>70,453.76</i>	\$139,094.65	0 <i>47,784.01</i>	0	0	\$72,244.00 <i>23,669.75</i>	4.00%	\$2,889.76 <i>906.79</i>	\$0.00	\$0.00	\$60.80	\$2,828.96
9333	Vestavia Hills	Consumers Use (20) General (11)	\$693.50 <i>123.50</i>	\$0.00	0	0	0	\$693.50	4.00%	\$27.74 <i>4.69</i>	\$0.00	\$0.00	\$0.00	\$27.74
Totals:										\$17,699.59	\$0.00	\$0.00	\$256.06	\$17,443.53

Total Amount Due: \$ 17,443.53

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenuinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: May 2023
Due Date: 6/20/2023
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation # 9GIFBIN7EY Total Amount Due on This Return: \$ 23,220.50 Payment Method: e-Pay from Checking
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Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$99,113.56	\$47,097.46	0	0	0	\$52,016.10	4.00%	\$2,080.64	\$0.00	\$0.00	\$44.61	\$2,036.03
9336	Bessemer	Sellers Use (15) General (11)	\$116.80	\$0.00	0	0	0	\$116.80	4.00%	\$4.67	\$0.00	\$0.00	\$0.00	\$4.67
9137	Birmingham	Sales Tax (10) General (11)	\$1,041,384.05	\$812,496.94	0	0	0	\$228,887.11	4.00%	\$9,155.48	\$0.00	\$0.00	\$68.67	\$9,086.81
9137	Birmingham	Consumers Use (20) General (11)	\$1,086.31	\$0.00	0	0	0	\$1,086.31	4.00%	\$43.45	\$0.00	\$0.00	\$0.33	\$43.12
9360	Gardendale	Sales Tax (10) General (11)	\$186,119.01	\$117,660.11	0	0	0	\$68,458.90	4.00%	\$2,738.36	\$0.00	\$0.00	\$57.77	\$2,680.59
9360	Gardendale	Consumers Use (20) General (11)	\$257.00	\$0.00	0	0	0	\$257.00	4.00%	\$10.28	\$0.00	\$0.00	\$0.00	\$10.28
7035	Houston County	Sales Tax (10) General (11)	\$148,932.00	\$101,067.94	0	0	0	\$47,864.06	1.00%	\$478.64	\$0.00	\$0.00	\$12.57	\$466.07
7035	Houston County	Consumers Use (20) General (11)	\$128.67	\$0.00	0	0	0	\$128.67	1.00%	\$1.29	\$0.00	\$0.00	\$0.00	\$1.29
9333	Vestavia Hills	Sales Tax (10) General (11)	79,475.23 \$225,742.50	59,502.25 \$158,855.50	0	0	0	20,173 \$66,887.00	4.00%	806.92 \$2,675.48	\$0.00	\$0.00	\$56.51	\$2,618.97
9333	Vestavia Hills	Consumers Use (20) General (11)	0 \$156,816.75	0 \$0.00	0	0	0	0 \$156,816.75	4.00%	0 \$6,272.67	\$0.00	\$0.00	\$0.00	\$6,272.67
Totals:										\$23,460.96	\$0.00	\$0.00	\$240.46	\$23,220.50

Total Amount Due: \$ 23,220.50

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Exhibit - Resolution No. 5483
City & County Tax Return

Sales, Use, Rental & Lodging Tax

www.avenuinsights.com

PO Box 830725, Birmingham, AL 35283-0725 (800) 556-7274

☐ CHECK HERE IF BUSINESS HAS CLOSED

Account Number: 009160
Period Covered: Jun 2023
Due Date: 7/20/2023
FEIN #: 58-0254510

☐ CHECK HERE FOR ADDRESS CHANGE

GENUINE PARTS COMPANY
5420 Peachtree Ind Blvd

Norcross, GA 30071

NEW ADDRESS:

Confirmation # W6IR9PYL9I Total Amount Due on This Return: \$ 17,282.66 Payment Method: e-Pay from Checking
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Jurs Code	Jurisdiction	Tax Type / Rate Type	Gross Sales	Total Deductions	# Rooms	# Exempt Rooms	# Net Rooms	Net Taxable Sales	Rate	Gross Tax Due	Plus (+) Penalty	Plus (+) Interest	Less (-) Discount	Net Tax Due
9336	Bessemer	Sales Tax (10) General (11)	\$113,720.33	\$57,709.03	0	0	0	\$56,011.30	4.00%	\$2,240.45	\$0.00	\$0.00	\$47.81	\$2,192.64
9336	Bessemer	Sellers Use (15) General (11)	\$0.00	\$0.00	0	0	0	\$0.00	4.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9137	Birmingham	Sales Tax (10) General (11)	\$1,086,829.46	\$855,013.48	0	0	0	\$231,815.98	4.00%	\$9,272.64	\$0.00	\$0.00	\$69.54	\$9,203.10
9137	Birmingham	Consumers Use (20) General (11)	\$2,008.86	\$0.00	0	0	0	\$2,008.86	4.00%	\$80.35	\$0.00	\$0.00	\$0.60	\$79.75
9360	Gardendale	Sales Tax (10) General (11)	\$167,978.94	\$107,010.44	0	0	0	\$60,968.50	4.00%	\$2,438.74	\$0.00	\$0.00	\$51.77	\$2,386.97
9360	Gardendale	Consumers Use (20) General (11)	\$491.30	\$0.00	0	0	0	\$491.30	4.00%	\$19.65	\$0.00	\$0.00	\$0.00	\$19.65
7035	Houston County	Sales Tax (10) General (11)	\$171,413.58	\$104,341.47	0	0	0	\$67,072.11	1.00%	\$670.72	\$0.00	\$0.00	\$16.41	\$654.31
7035	Houston County	Consumers Use (20) General (11)	\$137.22	\$0.00	0	0	0	\$137.22	1.00%	\$1.37	\$0.00	\$0.00	\$0.00	\$1.37
9333	Vestavia Hills	Sales Tax (10) General (11)	\$232,859.19 <i>81,637.35</i>	\$166,880.94	0 <i>55,808.35</i>	0	0	\$65,978.25 <i>25,829.00</i>	4.00%	\$2,639.13 <i>1033.16</i>	\$0.00	\$0.00	\$55.78	\$2,583.35
9333	Vestavia Hills	Consumers Use (20) General (11)	\$4,038.00 <i>131.40</i>	\$0.00	0	0	0	\$4,038.00	4.00%	\$161.52 <i>5.26</i>	\$0.00	\$0.00	\$0.00	\$161.52
Totals:										\$17,524.57	\$0.00	\$0.00	\$241.91	\$17,282.66

Total Amount Due: \$ 17,282.66

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**CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

November 13, 2023

To: Jeff Downes, City Manager

Cc: Jason Hardin, Interim Police Chief
Johnny Evans, Captain

From: Robert Wilson, Forensic Services

RE: Resolution Number 5484 - A Resolution declaring certain personal property as surplus and authorizing the City Manager to sell/dispose of said surplus property

Background:

This Resolution is to declare certain Police Department vehicles as surplus as they have exceeded their usefulness in the Department. All of said vehicles are detailed in the attached exhibit. Further, the Department also requests to be declared as surplus a confiscated 1999 Ford Cutaway Box Truck, VIN #1194. Any proceeds from the sale of this truck shall be credited to Confiscated Funds and shall be limited to use for law enforcement purposes.

Recommendation:

The Interim Police Chief has reviewed this request and recommends acceptance.

Fiscal Impact:

All proceeds shall be credited to Capital Fund with the exception of the sale of the Box Truck which will be credited to Confiscated Funds.

Attachments:

1. Resolution 5484

RESOLUTION NUMBER 5484

**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. Sales proceeds from the sale of the 1999 Ford Cutaway Box Truck VIN #1194 shall be earmarked as confiscated funds and reserved for law enforcement purposes; and
3. This Resolution Number 5484 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 13th day of November, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A

YEAR	COLOR	MAKE	MODEL	VIN	MILEAGE
2014	BLACK	CHEVROLET	TAHOE	1GNLC2E06ER193063	180,624
2012	BLACK	CHEVROLET	TAHOE	1GNLC2E04CR191423	132,576
2014	BLACK	CHEVROLET	TAHOE	1GNLC2E07ER193038	142,876
2013	BLACK	CHEVROLET	TAHOE	1GNLC2E09DR345741	161,112
2013	BLACK	CHEVROLET	TAHOE	1GNLC2E06CR191312	137,594
2014	SILVER	FORD	EXPLORER	1FM5K8AR5EGB27252	147,576

Surplus Vehicle Awarded By the courts to be sold and money placed into police confiscation fund.

1999 Ford Cutaway Box Truck Vin# 1FDNE2729XHB11194



**CITY OF VESTAVIA HILLS
FIRE DEPARTMENT
INTER-DEPARTMENT MEMO**

November 13, 2023

To: Jeff Downes, City Manager

Cc: Steven Michael

From: Marvin Green, Fire Chief

RE: Ordinance Number 3202 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement to provide fire/paramedic services to the Woodmere Creek Apartments

Background:

In the past, the City of Vestavia Hills Fire Department has provided fire/paramedic services to the Woodmere Creek Apartments. This is a contract renewal for an additional 3-years of coverage for the apartment community.

Recommendation:

Approval would allow the fire/paramedic coverage to continue at a fee schedule specified in the contract for years 1, 2 and 3.

Fiscal Impact:

Generate revenues with contracts for service as detailed in the attached contract.

Attachments:

1. Ordinance 3202
2. 2023 Woodmere Creek Contract Prepared by Patrick Boone

3. Contract for Fire Service WMC (Signed)

ORDINANCE NUMBER 3202

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH WOODMERE CREEK PARTNERSHIP FOR THE PURPOSE OF RENDERING MUNICIPAL FIRE AND PARAMEDIC SERVICES TO THE WOODMERE CREEK APARTMENTS

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

1. That the Mayor and City Manager are hereby authorized to execute and deliver a Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, an Alabama corporation, hereinafter referred to as “Woodmere Apartments”; and
2. A copy of said contract is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3202 as if fully written therein; and
3. This Ordinance Number 3202 shall be effective immediately upon adoption and publishing/posting pursuant to Alabama law.

ADOPTED and APPROVED this the 13th day of November, 2023.

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 3202 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 13th day of November, 2023 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2023.

Rebecca Leavings
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

**CONTRACT FOR RENDERING MUNICIPAL FIRE AND PARAMEDIC
SERVICES TO WOODMERE CREEK PARTNERSHIP**

WITNESSETH, THIS AGREEMENT, made and entered into on this the 1st day of October, 2023 by and between the City of Vestavia Hills, Alabama, hereinafter referred to as “City”, and Woodmere Creek Partnership, an Alabama corporation, hereinafter referred to as “Woodmere Apartments”.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, is a municipal corporation situated in Jefferson County, Alabama, duly organized and existing under the laws of the State of Alabama; and

WHEREAS, Woodmere Creek Partnership, is a corporation organized and existing under the laws of the State of Alabama; and

WHEREAS, Woodmere Creek Partnership, is presently the owner of real property and improvements situated in the unincorporated area of Jefferson County, contiguous to the corporate city limits of Vestavia Hills, Alabama, which said property is commonly known as Woodmere Apartments; and

WHEREAS, Woodmere Creek Partnership, has requested the City to enter into a written agreement whereby the City, for a valuable consideration, will provide fire and paramedic services to the Woodmere Apartment property, for Woodmere Creek Partnership; and

WHEREAS, by virtue of Title 11-43-141, et seq., *Code of Alabama, 1975*, and Vestavia Hills Ordinance Number 664 as last amended, the City has the legal authority to enter into this agreement; and

WHEREAS, the City and Woodmere Creek Partnership, have agreed that it is in the best interest of the parties that this agreement be reduced in writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, promises and premises contained herein, the parties hereto mutually covenant and agree as follows:

1. The City shall provide municipal fire protection and paramedic services to the Woodmere Apartment property owned and operated by Woodmere Creek Partnership, for the period of three (3) years beginning October 1, 2023 and ending September 30, 2026.

(a) the first year of the contract term shall begin on October 1, 2023 and end on September 30, 2024.

(b) the second year of the contract term shall begin on October 1, 2024 and end on September 30, 2025.

(c) the third year of the contract term shall begin on October 1, 2025 and end on September 30, 2026.

2. In consideration of the municipal services furnished by the City to Woodmere Creek Apartments for and during the term as described in paragraph 1 above, the said Woodmere Creek Partnership, shall pay to the City the following sums:

(a) **First Year:** Woodmere Apartments shall pay to the City for the first year of the contract (beginning October 1, 2023 and ending September 30, 2024) the sum of Two Thousand Four Hundred Seventeen Dollars (\$2,417.00) per month being at the annual rate of Twenty-nine Thousand Four Dollars (\$29,004.00) per year. All twelve (12) monthly payments shall be paid on or before the first day of each month during the first year. For purposes of this Agreement, the annual amount shall be considered to be the “Base Price” for the year.

The “Base Prices” shall be adjusted for the second and third years of this contract as set forth in paragraphs (b) and (c) below and referred to as “cost of living adjustments.”

(b) **Second Year:** The annual contract price of the contract for the second year (beginning October 1, 2024 and ending September 30, 2025) shall be the Base Price of the first year (\$29,004.00) increased by the “Consumer Price Index for All Urban Consumers (CPI-U)” as published by the United States Bureau of Labor Statistics for June 2024: U.S. City average. The annual contract price shall be paid in twelve (12) equal and consecutive monthly payments on or before the first day of each month during the second year of the contract.

(c) **Third Year:** The annual contract price of the contract for the third year (beginning October 1, 2025 and ending September 30, 2026) shall be the Base Price of the second year (as calculated in section (b) above) increased by the “Consumer Price Index for All Urban Consumers (CPI-U)” as published by the United States Bureau of Labor Statistics for June 2025: U.S. City average. The annual contract price shall be paid in twelve (12) equal and

consecutive monthly payments on or before the first day of each month during the third year of the contract.

If any additional units are contracted during this contract period, it will necessitate a change in the amount of this contract.

3. MISCELLANEOUS:

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

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

(c) **Notices:** Any and all notices required or permitted to be given under this Contract will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

(d) **Construction of Terms:** The City and Woodmere Apartments negotiated the terms, provisions and conditions of this Contract and both parties had the equal opportunity for input for the drafting of this Contract. Therefore, any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.

(e) **Governing Law:** This Contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

(f) **Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(g) **Execution in Counterparts:** The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) **Binding Effect:** The Contract shall inure to the benefit of, and shall be binding upon City and Woodmere Apartments, and their heirs, successors and assigns.

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

(j) **Survival:** All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

(k) **Entire Agreement:** This written Contract contains the entire agreement between the City and the Woodmere Apartments.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals, as of this the _____ day of _____, 2023.

CITY:

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

By: _____
Ashley C. Curry
Mayor

By: _____
Jeffrey D. Downes
City Manager

ATTESTED:

By _____
Rebecca Leavings
City Clerk

WOODMERE APARTMENTS:

WOODMERE CREEK APARTMENTS

By: _____
Ingram Tynes
Its _____

WITNESSED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such City Manager and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE FOR WOODMERE APARTMENTS

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ingram Tynes, whose name as _____ of Woodmere Creek Apartments is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Woodmere Creek Apartments.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA

JEFFERSON COUNTY

**CONTRACT FOR RENDERING MUNICIPAL FIRE AND PARAMEDIC
SERVICES TO WOODMERE CREEK PARTNERSHIP**

WITNESSETH, THIS AGREEMENT, made and entered into on this the 1st day of October, 2023 by and between the City of Vestavia Hills, Alabama, hereinafter referred to as “City”, and Woodmere Creek Partnership, an Alabama corporation, hereinafter referred to as “Woodmere Apartments”.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, is a municipal corporation situated in Jefferson County, Alabama, duly organized and existing under the laws of the State of Alabama; and

WHEREAS, Woodmere Creek Partnership, is a corporation organized and existing under the laws of the State of Alabama; and

WHEREAS, Woodmere Creek Partnership, is presently the owner of real property and improvements situated in the unincorporated area of Jefferson County, contiguous to the corporate city limits of Vestavia Hills, Alabama, which said property is commonly known as Woodmere Apartments; and

WHEREAS, Woodmere Creek Partnership, has requested the City to enter into a written agreement whereby the City, for a valuable consideration, will provide fire and paramedic services to the Woodmere Apartment property, for Woodmere Creek Partnership; and

WHEREAS, by virtue of Title 11-43-141, et seq., *Code of Alabama, 1975*, and Vestavia Hills Ordinance Number 664 as last amended, the City has the legal authority to enter into this agreement; and

WHEREAS, the City and Woodmere Creek Partnership, have agreed that it is in the best interest of the parties that this agreement be reduced in writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, promises and premises contained herein, the parties hereto mutually covenant and agree as follows:

1. The City shall provide municipal fire protection and paramedic services to the Woodmere Apartment property owned and operated by Woodmere Creek Partnership, for the period of three (3) years beginning October 1, 2023 and ending September 30, 2026.

(a) the first year of the contract term shall begin on October 1, 2023 and end on September 30, 2024.

(b) the second year of the contract term shall begin on October 1, 2024 and end on September 30, 2025.

(c) the third year of the contract term shall begin on October 1, 2025 and end on September 30, 2026.

2. In consideration of the municipal services furnished by the City to Woodmere Creek Apartments for and during the term as described in paragraph 1 above, the said Woodmere Creek Partnership, shall pay to the City the following sums:

(a) **First Year:** Woodmere Apartments shall pay to the City for the first year of the contract (beginning October 1, 2023 and ending September 30, 2024) the sum of Two Thousand Four Hundred Seventeen Dollars (\$2,417.00) per month being at the annual rate of Twenty-nine Thousand Four Dollars (\$29,004.00) per year. All twelve (12) monthly payments shall be paid on or before the first day of each month during the first year. For purposes of this Agreement, the annual amount shall be considered to be the "Base Price" for the year.

The "Base Prices" shall be adjusted for the second and third years of this contract as set forth in paragraphs (b) and (c) below and referred to as "cost of living adjustments."

(b) **Second Year:** The annual contract price of the contract for the second year (beginning October 1, 2024 and ending September 30, 2025) shall be the Base Price of the first year (\$29,004.00) increased by the "Consumer Price Index for All Urban Consumers (CPI-U)" as published by the United States Bureau of Labor Statistics for June 2024: U.S. City average. The annual contract price shall be paid in twelve (12) equal and consecutive monthly payments on or before the first day of each month during the second year of the contract.

(c) **Third Year:** The annual contract price of the contract for the third year (beginning October 1, 2025 and ending September 30, 2026) shall be the Base Price of the second year (as calculated in section (b) above) increased by the "Consumer Price Index for All Urban Consumers (CPI-U)" as published by the United States Bureau of Labor Statistics for June 2025: U.S. City average. The annual contract price shall be paid in twelve (12) equal and

consecutive monthly payments on or before the first day of each month during the third year of the contract.

If any additional units are contracted during this contract period, it will necessitate a change in the amount of this contract.

3. MISCELLANEOUS:

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

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

(c) **Notices:** Any and all notices required or permitted to be given under this Contract will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

(d) **Construction of Terms:** The City and Woodmere Apartments negotiated the terms, provisions and conditions of this Contract and both parties had the equal opportunity for input for the drafting of this Contract. Therefore, any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.

(e) **Governing Law:** This Contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

(f) **Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(g) **Execution in Counterparts:** The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) **Binding Effect:** The Contract shall inure to the benefit of, and shall be binding upon City and Woodmere Apartments, and their heirs, successors and assigns.

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

(j) **Survival:** All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

(k) **Entire Agreement:** This written Contract contains the entire agreement between the City and the Woodmere Apartments.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals, as of this the 8th day of November, 2023.

CITY:

CITY OF VESTAVIA HILLS, ALABAMA
An Alabama Municipal Corporation

By: _____
Ashley C. Curry
Mayor

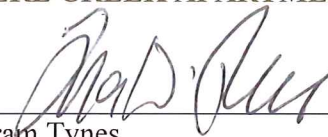
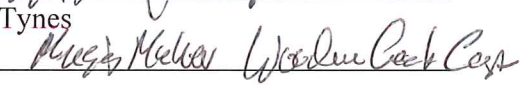
By: _____
Jeffrey D. Downes
City Manager

ATTESTED:

By _____
Rebecca Leavings
City Clerk

WOODMERE APARTMENTS:

WOODMERE CREEK APARTMENTS

By: 
Ingram Tynes
Its 

WITNESSED:

By 

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

NOTARY CERTIFICATE

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, an Alabama municipal corporation, is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such City Manager and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

NOTARY CERTIFICATE FOR WOODMERE APARTMENTS

I, the undersigned, a notary public in and for said county in said state, hereby certify that Ingram Tynes, whose name as Managing Member of Woodmere Creek Apartments is signed to the foregoing Contract for Rendering Municipal Fire and Paramedic Services to Woodmere Creek Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Woodmere Creek Apartments.

Given under my hand and official seal this 8th day of November, 2023.

Amy Renee' Stidham

Notary Public

My Commission Expires:

5/17/2027

SEAL





**CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO**

November 13, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Resolution Number 5485 - A Resolution Approving and Assenting to a Declaration of Vacation of certain undefined easements located at 1459 and 1467 Montgomery Highway; Vestavia 31 RE, LLC., owners; Chris Eckroate, Caprine Engineering, representing

Background:

Currently vacant property located at 1459 and 1467 Montgomery Highway, is presently being considered for the development of a small shopping center. Within the current 2 lots are two undefined easements that traverse the common lot lines of both lots. This request is to vacate those easements. The easements are shown in Exhibit A, attached to this request, along with letters of release from all utility companies, Jefferson County and Vestavia Hills Engineering Department.

Recommendation:

n/a

Fiscal Impact:

n/a

Attachments:

1. Resolution 5485

RESOLUTION NUMBER 5485

**A RESOLUTION APPROVING AND ASSENTING TO A
DECLARATION OF VACATION**

WITNESSETH THESE RECITALS

WHEREAS, a Declaration signed by the owners of all the lands abutting the following described easements situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said easements, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

WHEREAS, a copy of said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

WHEREAS, the above-referenced easements are commonly referred to as “easements” and is more particularly described as follows:

Parcel I – 10’ undefined easement to be vacated: A parcel of land lying and being in the NW 1/4 of the NE quarter Section 1, Township 19 South, Range 3 West, Jefferson County Alabama and being more particularly described as follows: Begin at the northbound ROW of US Highway 31 and extending approximately 275LF Westerly along the North boundary line of Lot 2 of the map of Emerald Petroleum Co.’s Survey (MB 79, PG 90) containing 2,718.99 square feet or 0.062 acres, more or less; and

Parcel II – 5’ undefined easement to be vacated: A parcel of land lying and being in the NW 1/4 of the NE quarter Section 1, Township 19 South, Range 3 West, Jefferson County Alabama and being more particularly described as follows: Begin at the northbound ROW of US Highway 31 and extending approximately 250LF westerly along the south boundary line of Lot 1, Survey of Motel Investors, Inc. addition to Vestavia Hills (MB8 86, PG 14) containing 1,371.00 square feet or 0.031 acres, more or less.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove described easements is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

RESOLVED, DONE AND ORDERED, on this the 27th day of November, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 27th day of November, 2023, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2023.

Rebecca Leavings
City Clerk



City of Vestavia Hills

CITY CLERK/PLANNING AND ZONING DEPARTMENT

1032 Montgomery Highway
Vestavia Hills, AL 35216



DECLARATION OF VACATION OF EASEMENT

STATE OF ALABAMA JEFFERSON COUNTY

We, the undersigned, constituting all of the owners of all property abutting 275LF of undefined 10' easement and 250LF of undefined 5' easement as same appears on the Plat of Map of Emerald Petroleum Co.'s Survey (MB79, PG90) and Motel Investors, Inc. Addition to Vestavia Hills (MB86, PG14), which Plat is recorded in Plat Book MB79 & MB86, at Page PG90 & PG14, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said 275LF of undefined 10' easement and 250LF of undefined 5' easement as the same appears of record on the Plat to be vacated, and said 275LF of undefined 10' easement and 250LF of undefined 5' easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of 275LF of undefined 10' easement and 250LF of undefined 5' easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.
2. It is in the best public interest that 275LF of undefined 10' easement and 250LF of undefined 5' easement be closed and vacated.
3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.
4. Said 275LF of undefined 10' easement and 250LF of undefined 5' easement is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 1467 Montgomery Hwy. and 1459 Montgomery Hwy.. A copy of the map reflecting the location of 275LF of undefined 10' easement and 250LF of undefined 5' easement is attached hereto and incorporated into this Declaration of Vacation as a part hereof.
5. The street address and legal descriptions of all property abutting 275LF of undefined 10' easement and 250LF of undefined 5' easement and the names and addresses of the owner of said abutting properties are as follows:

A. Owner's Name: Vestavia 31 RE, LLC

Street Address/Legal Description: 1467 Montgomery Hwy.; LOT A OF THE MAP OF EMERALD PETROLEUM CO.'S SURVEY

B. Owner's Name: Vestavia 31 RE, LLC

Street Address/Legal Description: 1459 Montgomery Hwy.; LOT 1 OF THE SURVEY OF MOTEL INVESTORS, INC. ADDITION TO VESTAVIA HILLS

C. Owner's Name:

Street Address/Legal Description: ;

C. Owner's Name:

Street Address/Legal Description: ;

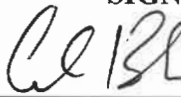
6. All of the undersigned do hereby declare 275LF of undefined 10' easement and 250LF of undefined 5' easement to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of 275LF of undefined 10' easement and 250LF of undefined 5' easement.

SIGNATURES ATTACHED.

**OWNER'S SIGNATURE AFFIDAVIT
VACATION OF EASEMENT PETITION**

IN WITNESS THEREOF, the undersigned have hereunto set my hand and seal on this the 11th day of October, 2023.

SIGNATURE OF ABUTTING PROPERTY OWNER:

Signed:  (notary below)

Printed name of signer: COLE BODNER

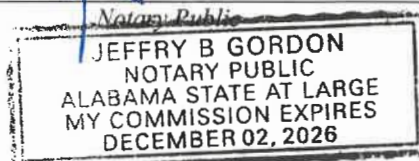
**STATE OF ALABAMA
JEFFERSON COUNTY**

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that COLE BODNER, OWNER and AUTHORIZED REPRESENTATIVE, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of October, 2023.





VEAS Number: _____ (administrative use only).

OWNER: VESTAVIA 31 RE, LLC
 3009 PUMP HOUSE ROAD, STE 100
 VESTAVIA HILLS, AL 35243
 (205)329-8476

ZONING: B-3. CONDITIONAL BUSINESS DISTRICT

LOT SIZE: 81,954SF± (1.88AC±)

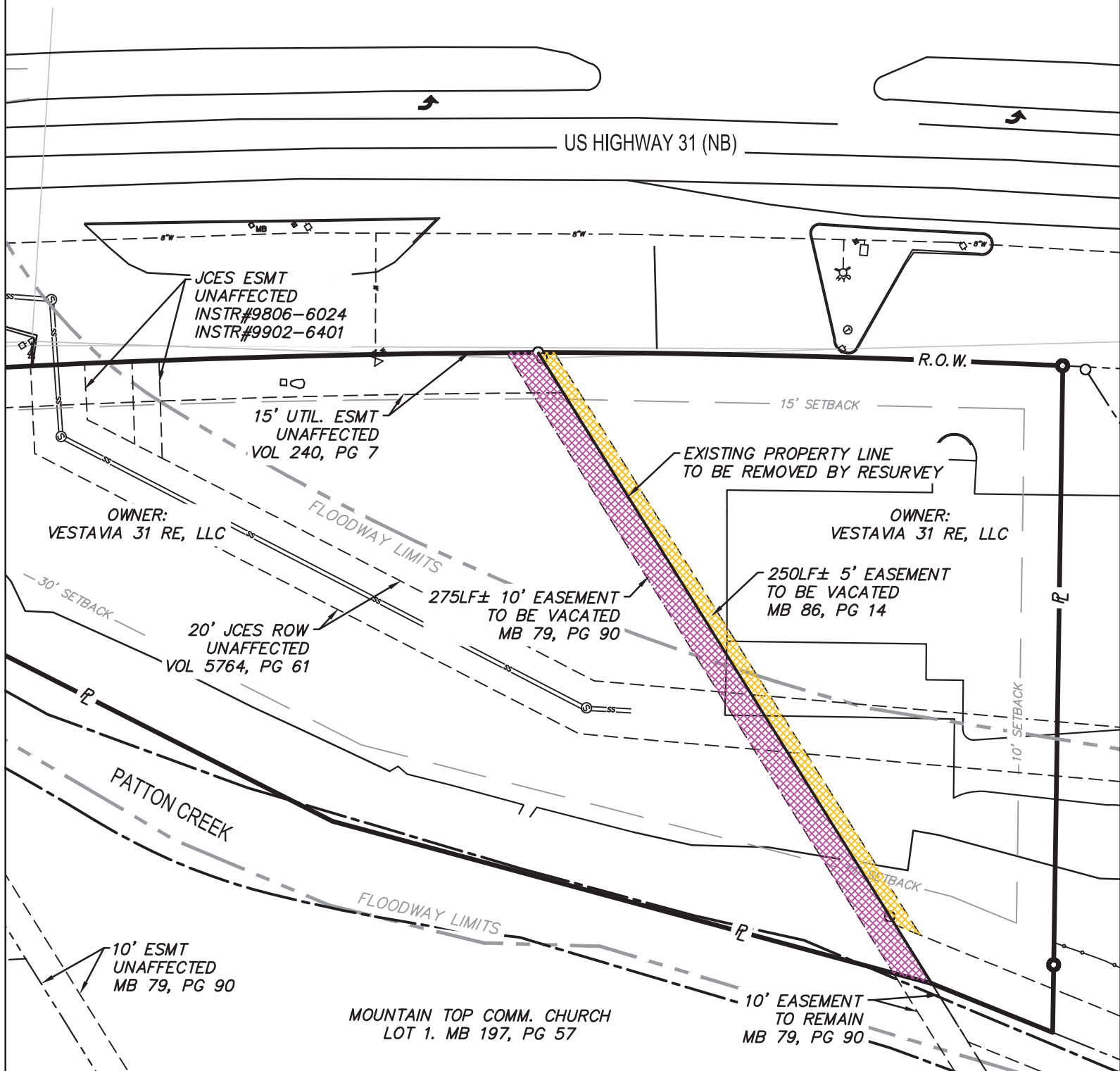
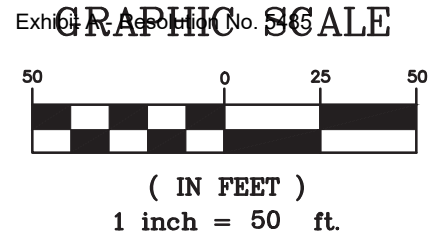


EXHIBIT - EASEMENTS TO BE VACATED

PATTON PLACE DEVELOPMENT
 VESTAVIA HILLS, ALABAMA

DATE: 10.05.2023
 SCALE: 1"=50'
 SHEET 1 OF 2

CAPRINE

PLANNING • CIVIL ENGINEERING • CONSULTING

3 OFFICE PARK CIRCLE, SUITE 226 BIRMINGHAM, ALABAMA 35223 O:(205)423-5082

LEGAL DESCRIPTION: 10' UNDEFINED EASEMENT TO BE VACATED

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 1, TOWNSHIP 19 SOUTH, RANGE 3 WEST, JEFFERSON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHBOUND RIGHT-OF-WAY OF U.S. HIGHWAY 31 AND EXTENDING APPROXIMATELY 275LF WESTERLY ALONG THE NORTH BOUNDARY LINE OF LOT A OF THE MAP OF EMERALD PETROLEUM CO.'S SURVEY (MB79, PG90) CONTAINING 2,718.99 SQUARE FEET OR 0.062 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: 5' UNDEFINED EASEMENT TO BE VACATED

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 1, TOWNSHIP 19 SOUTH, RANGE 3 WEST, JEFFERSON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHBOUND RIGHT-OF-WAY OF U.S. HIGHWAY 31 AND EXTENDING APPROXIMATELY 250LF WESTERLY ALONG THE SOUTH BOUNDARY LINE OF LOT 1 OF THE SURVEY OF MOTEL INVESTORS, INC. ADDITION TO VESTAVIA HILLS (MB86, PG14) CONTAINING 1,371.00 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

Complete

Assignee



Lori Beth Kearley

Due date



None



Lori Beth Kearley

Remove Note • Nov 6, 2023 at 9:44 am

@Rebecca Leavings Engineering is good with the proposed vacation and does not have any issues.

Comment

Internal Note

Say something about this ...

Comment

This step was assigned to Lori Beth Kearley - Oct 27, 2023 at 9:18 am
Lori Beth Kearley approved this step - Nov 3, 2023 at 10:22 am



October 18, 2023

E. Chris Eckroate, P.E., LEED GA, Principal
Caprine Engineering, LLC
3 Office Park Circle, Suite 226
Birmingham, AL 35223

Dear Mr Chris Eckroate,

We have examined the two undefined easements and find no conflicts associated with the provided documents. Accept this as your no objection letter to vacate those easements. If you have any additional questions or concerns please let me know.

Sincerely,

Dennis Russ

Dennis Russ
SR SPECIALIST-OSP DESIGN ENGINEER
• ACCESS - CONSTRUCTION & ENGINEERING

October 11, 2023

#618

Caprine Engineering, LLC
Attention: E. Chris Eckroate
3 Office Park Circle, Suite 226
Birmingham, AL 35223

To whom it may concern:

You may present this letter to interested parties as evidence that The Birmingham Water Works Board has no existing facilities within that portion of a 10' utility easement extending along the northernmost property line of Lot A according to Map of Emerald Petroleum Company's Survey as recorded in Map Book 79, Page 90 in the Probate Office of Jefferson County, Alabama. Nor does the Birmingham Water Works Board have existing facilities within that portion of a 5' utility easement extending along the southernmost property line of Lot 1 according to Motel Investors, Inc. Addition to Vestavia Hills as recorded in Map Book 86, Page 14 in the Probate Office of Jefferson County, Alabama, situated in the northeast corner of the NW ¼ of the NE ¼ of Section 01, Township 19 South, Range 3 West, located in the City of Vestavia Hills Alabama. Therefore, the Water Board has no objection to the proposed vacation of said utility easements.

Should you have questions or need additional information, please feel free to contact Ms. Antris Betts, at (205) 244-4262; or you may reach Ms. Betts via email at antris.betts@bwwb.org.

Very truly yours,



Douglass W. Stockham, IV
Manager - System Development

AB/ sj
D.P. 484-2
Gradient: SMI

JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS – PRESIDENT
LASHUNDA SCALES
SHEILA TYSON
Mike Bolin
T. JOE KNIGHT

CAL MARKERT
CHIEF EXECUTIVE OFFICER

DAVID DENARD
Director of Environmental Services Department
SUITE A300
716 Richard Arrington Jr. Blvd. N
Birmingham, Alabama 35203
Telephone (205) 325-5496
Fax (205) 325-5981

MEMORANDUM

TO: Chris Eckroate, P.E.
Principal, Caprine Engineering, LLC

FROM: Emily Kemp, Chief Civil Engineer
Environmental Services Department

DATE: October 26, 2023

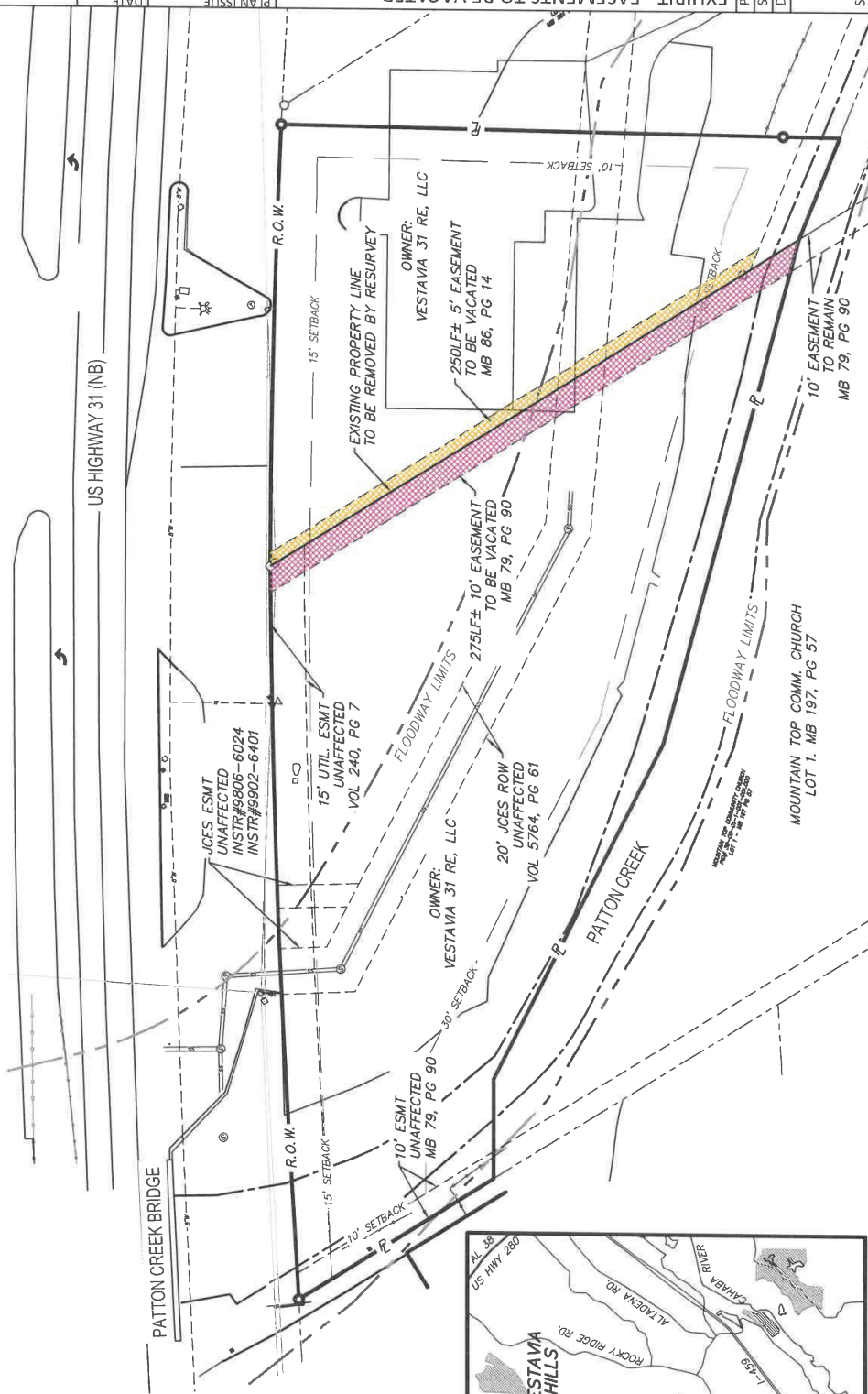
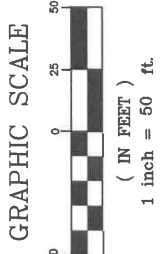
RE: Proposed Vacation of Public Easement, City of Vestavia Hills
1467 Montgomery Highway, Vestavia Hills
Lot A Emerald Petroleum Co's Survey; Map Book 79, Page 90
NW ¼ -NE ¼ 1-19S-3W; PID 39-00-01-1-001-003.000

This memo responds to a public easement vacation request received for the above referenced property. (said easement is cross-hatched in red and yellow on attached drawing) It appears, to the best of our knowledge, that no County maintained sanitary sewer exists within this public easement. Based on the aforementioned, we have no objection to the vacation of said public easement insofar as sanitary sewers are concerned. This memorandum should not be construed that this department warrants the accuracy of information provided to us by others.

cc: Hubert Chapman, Senior Land Acquisition Agent
Ben Pate, ESD Plans Examiner
File

OWNER: VESTAVIA 31 RE, LLC
 3009 PUMP HOUSE ROAD, STE 100
 VESTAVIA HILLS, AL 35243
 (205)329-8476

ZONING: B-3. CONDITIONAL BUSINESS DISTRICT
 LOT SIZE: 81,954SF± (1.88AC±)



VICINITY MAP
 NOT TO SCALE

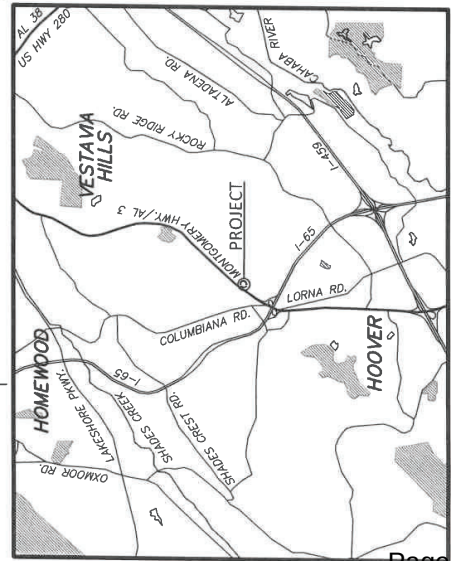


EXHIBIT - EASEMENTS TO BE VACATED

VESTAVIA HILLS
 A NEW COMMERCIAL DEVELOPMENT
 VESTAVIA HILLS, AL

PROJECT NO: 3.007
 SCALE: 1" = 50'
 DRAWN BY:
 SHEET 5485 OF



Date: 10/23/2023

Attention:

E. Chris Eckroate, P.E., LEED GA, Principal
Caprine Engineering, LLC
3 Office Park Circle, Suite 226
Birmingham, AL 35223

Dear Chris Eckroate,

Spectrum has examined the two easements in the provided documents and find no conflicts.
Please accept this as your no objection letter to vacate those easements.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Harvin", with a horizontal line extending to the right.

Alan Harvin

Construction Coordinator II

Spectrum



Spire Alabama Inc.
605 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

10/17/2023

Chris Eckroate
Caprine Engineering LLC
3 Office Park Circle # 226
Birmingham, Alabama 35223

Re: Proposed Release of Platted Easement(s)

Dear Chris Eckroate,

Spire Alabama Inc. has no objection to the release of easement(s) being platted on, part of Lot 1 of Motel Investor's INC. addition to Vestavia Hills in map book 79 at page 90, Part Lot A of Emerald Petroleum Lot A, Map Book 79 at Page 90, and as shown hachured on the attached drawing. Spire Alabama Inc. does not have facilities on such hachured property at this time.

If the property owner wishes to officially release the designated platted easement(s), a letter of request accompanied with a legible exhibit is required by Spire Alabama Inc.

If a property owner places any structures, decks (attached or free standing), fences, buildings, retaining walls or other personal property within easements that do contain installed natural gas mains or other natural gas facilities, they do so at their own risk and they must comply with applicable law, including the Alabama Underground Damage Prevention Act, set forth in the Alabama Code Title §37, Chapter 15, Sections 1-11, and contact Alabama 811.

In the event that Spire Alabama Inc. or its successors and assigns, requires the utilization of the easement referenced above for the installation or maintenance of facilities in said easement, we can make no promises that any structures, decks (attached or free standing), fences, buildings, retaining walls or other personal property will not be disturbed. Furthermore, the property owner will be responsible for all costs associated with the removal of such personal property and Spire Alabama Inc. shall have no obligation to repair or replace such personal property.

Sincerely,

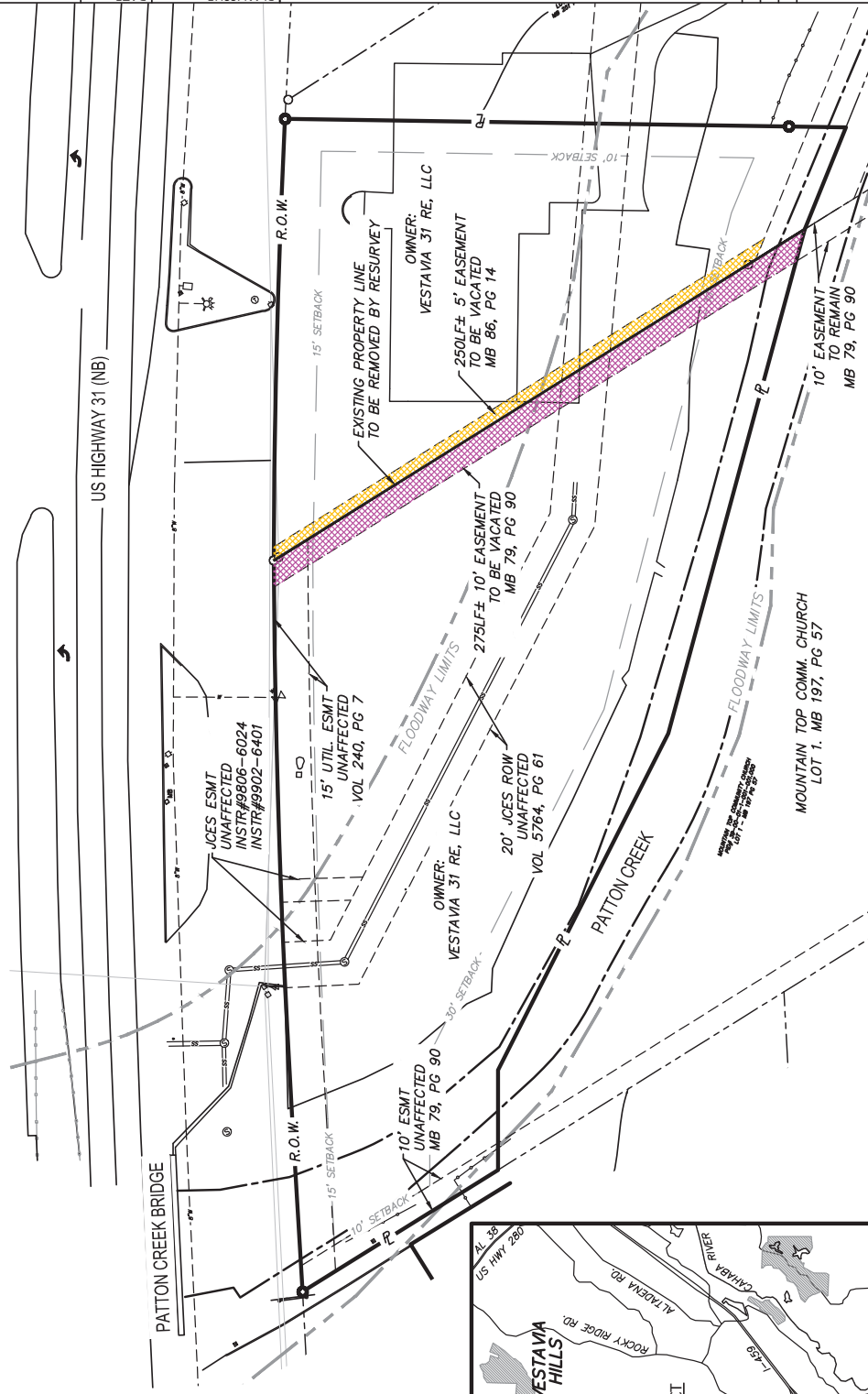
Dorman Chapman

Dorman Chapman
Right Of Way Representative
205-389-1753
Dorman.chapman@spireenergy.com

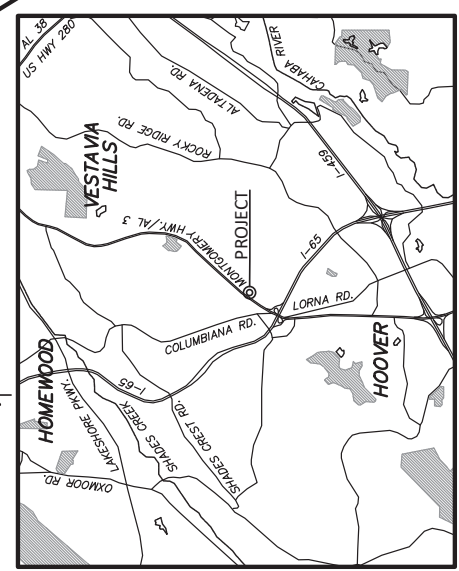
Enclosures

OWNER: VESTAVIA 31 RE, LLC
 3009 PUMP HOUSE ROAD, STE 100
 VESTAVIA HILLS, AL 35243
 (205)329-8476

ZONING: B-3. CONDITIONAL BUSINESS DISTRICT
 LOT SIZE: 81,954SF± (1.88AC±)



VICINITY MAP
 NOT TO SCALE



DATE	PLAN ISSUE	EXHIBIT
10.05.2023		



Uniti Fiber
DBA Southern Light, LLC.

107 St. Francis Street
Suite 1800
Mobile, AL 36602

Date: 10/12/2023

Caprine Engineering, LLC
Attention: E. Chris Eckroate
3 Office Park Circle, Suite 226
Birmingham, AL 35223

To whom it may concern:

You may present this letter to interested parties as evidence that Uniti Fiber has no existing facilities within that portion of a 10' utility easement extending along the northernmost property line of Lot A according to Map of Emerald Petroleum Company's Survey as recorded in Map Book 79, Page 90 in the Probate Office of Jefferson County, Alabama. Nor does Uniti Fiber have existing facilities within that portion of a 5' utility easement extending along the southernmost property line of Lot 1 according to Motel Investors, Inc. Addition to Vestavia Hills as recorded in Map Book 86, Page 14 in the Probate Office of Jefferson County, Alabama, situated in the northeast corner of the NW ¼ of the NE ¼ of Section 01, Township 19 South, Range 3 West, located in the City of Vestavia Hills Alabama. Therefore, Uniti Fiber has no objection to the proposed vacation of said utility easements.

Should you have questions or need additional information, please feel free to contact Brandon Whigham @ (251)709-7749; or you may reach Brandon Whigham via email at **Brandon.Whigham@uniti.com**

BRANDON WHIGHAM

Project Manager, OSP (AL)

Cell: 251-709-7749

tech support (noc): 877-652-2321

Email: Brandon.whigham@uniti.com



www.unitifiber.com



**CITY OF VESTAVIA HILLS
PLANNING & ZONING
INTER-DEPARTMENT MEMO**

November 13, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings, City Clerk

RE: Ordinance Number 3135 - Conditional Use Approval - 3010 Healthy Way; Lot 1, Patchwork Farms Retail Venture Resurvey of Lot 1D, Patchwork Farms Final Plat; Conditional Use to allow construction and operation of an indoor/outdoor plant nursery; Patchwork Retail Venture LLC, Owner

Background:

Patchwork Farms was developed under the City's PUD Ordinance. The Ordinance defines the permitted uses in a PUD PB (planned business) and doesn't list an indoor/outdoor plant nursery as a permitted use. However, a provision in the code does allow an owner to request conditional use approval for any use not expressly permitted. A company wishes to construct and operate an indoor/outdoor plant nursery on the property located at 3010 Healthy Way. This conditional use approval would be to allow that use on the property.

Recommendation:

The Planning and Zoning Commission at its regularly scheduled meeting of October 2023 unanimously voted to recommend approval of the conditional use request as presented (see certificate attached).

Fiscal Impact:

n/a

Attachments:

1. Ordinance 3201

ORDINANCE NUMBER 3201

**AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL
FOR A INDOOR/OUTDOOR PLANT NURSERY BUSINESS**

WHEREAS, on June 27, 2022, the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 3099, re-establishing a Zoning Code for the City of Vestavia Hills, Alabama; and

WHEREAS, Wade Lowery, Engineering Design Group, LLC, on behalf of Patchwork Retail Venture, LLC, owner of the property located at 3010 Healthy Way, Lot 1, Patchwork Farms Retail Venture Resurvey of Lot 1D, Patchwork Farms Final Plat, has submitted application for conditional use approval for construction and operation of a plan nursery to be located on said property, Alabama; and

WHEREAS, it was indicated in the application for conditional use approval to allow the construction and operation of an enclosed and/or unenclosed retail plant nursery for retail and/or wholesale trade; and

WHEREAS, a copy of said application dated September 7, 2023 is attached and hereby incorporated into this Ordinance Number 3201.

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

1. Conditional Use Approval is hereby approved for a the construction and operation of an enclosed and/or unenclosed retail plant nursery for retail and/or wholesale trade to be located at 3010 Healthy Way, Lot 1, Patchwork Farms Retail Venture Resurvey of Lot 1D, Patchwork Farms Final Plat; and
 - (1) A City of Vestavia Hills Business License shall be issued upon application and payment by the proposed nursery pursuant to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year that the business is operated from the location at 3010 Healthy Way, Lot 1, Patchwork Farms Retail Venture Resurvey of Lot 1D, Patchwork Farms Final Plat, Vestavia Hills, Alabama; and
 - (2) At any time should the tenant vacate the premises, discontinue or relocate the business and the use is removed from the property for 12-

months, this conditional use approval shall be nullified and said Ordinance Number 3201 shall be automatically repealed.

ADOPTED and APPROVED this the 27th day of November, 2023.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

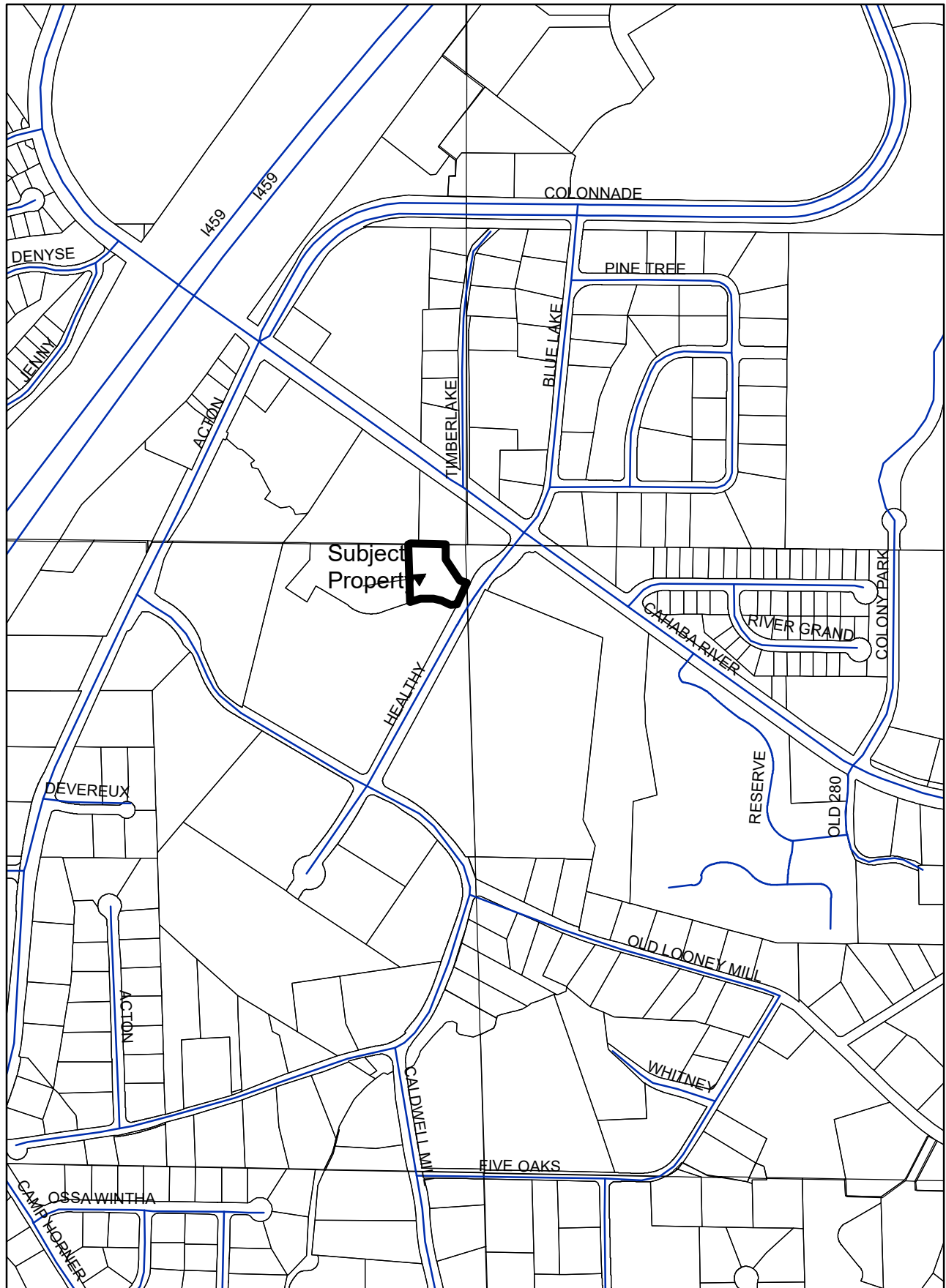
CERTIFICATION:

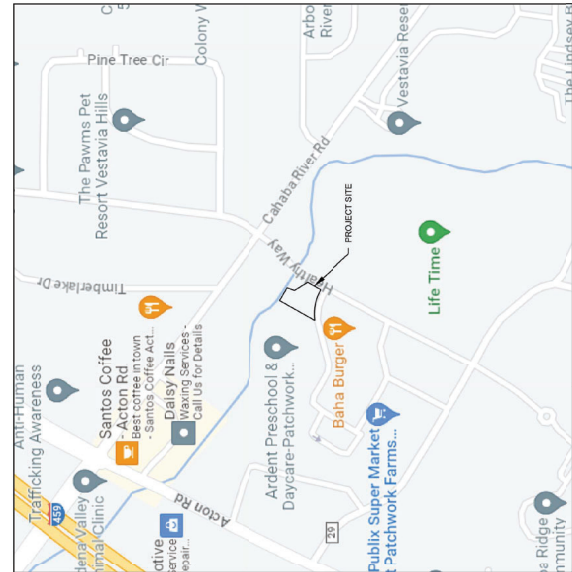
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3201 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of November, 2023 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2023.

Rebecca Leavings
City Clerk

3010 Healthy Way





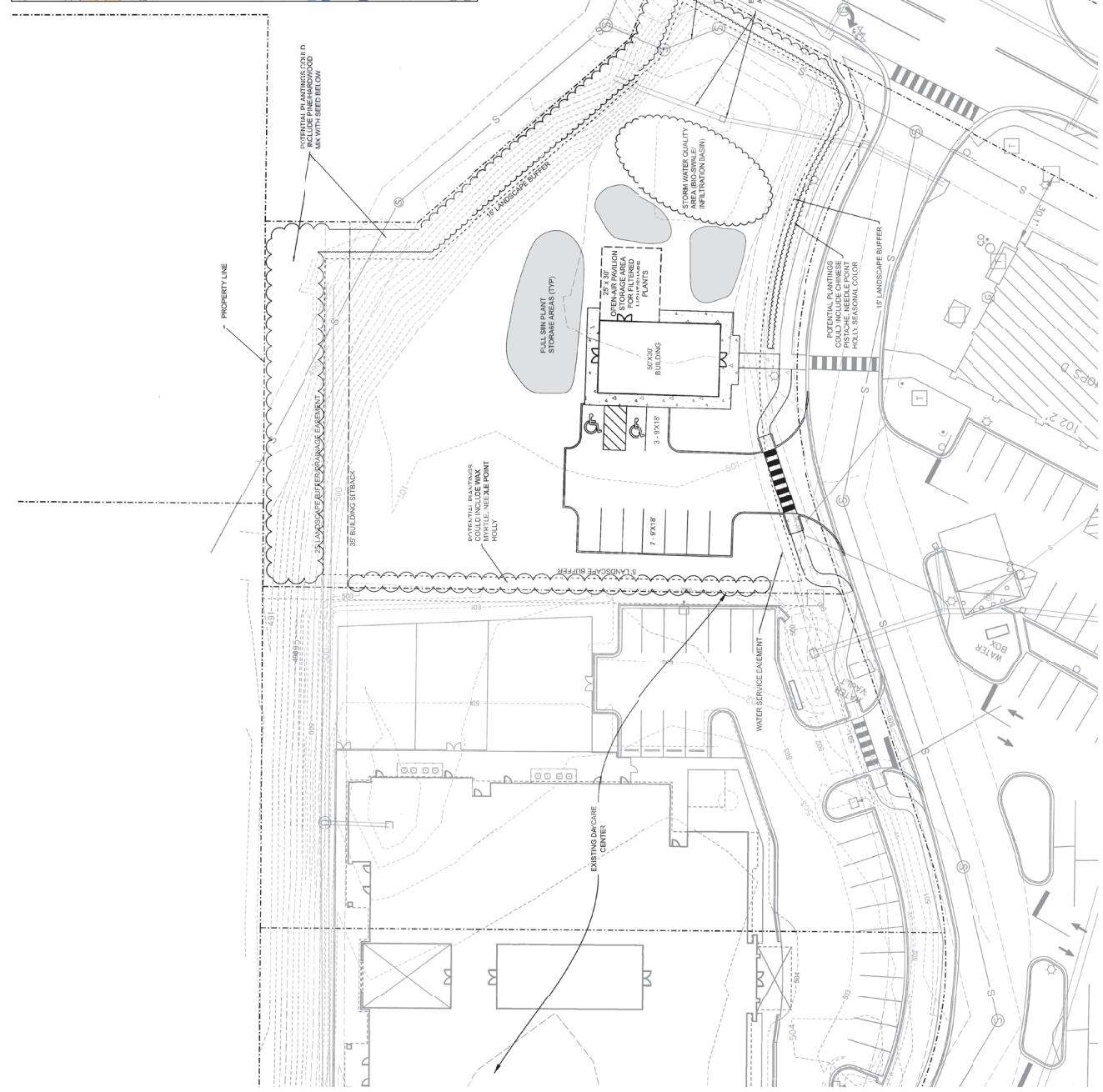
VICINITY MAP
N.T.S.

SITE DATA TABLE:

PARCEL ID:	28 0334 2 000 001 009
LOT SIZE:	1.02 AC
ZONING:	PUD
PROPOSED USE:	PLANT NURSERY (CONDITIONAL USE)
BUILDING SF:	1,500 SF
PARKING REQUIRED:	8 (1 SPACE PER 200 SF)
PARKING PROVIDED:	10 (INCLUDING ADA SPACES)



GRAPHIC SCALE
(1" = 50' FT.)
1 inch = 50 ft.





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation of Conditional Use



Case Number: CU-23-2
Owner Name: Patchwork Retail Venture, LLC
Owner Address: 700 Montgomery Highway, Suite 186, Vestavia Hills, AL 35216

Representative: Engineering Design Group, LLC
Rep. Address: 120 Bishop Circle, Pelham, AL 35214

Project Address: 3010 Healthy Way, Vestavia Hill, AL 35243
Legal Description: LOT 1 PATCHWORK FARMS RETAIL VENTURE RESURVEY OF LOT 1D PATCHWORK FARMS FINAL PLAT PB 242 PG 100
Parcel ID Number: 28 00 34 2 000 001.009
Current Zoning: PUD
Request Conditional Use: Construction of a plant nursery (retail sale of plants). See uploaded attachments accompanying this application.

Date of P&Z Meeting: 10/12/23
MOTION Mr. Weaver made a motion to recommend Conditional Use Approval for a plant nursery at 3010 Healthy Way. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

P&Z Recommendation:

Mr. Maloof – yes	Mr. Farrell – yes
Mr. Weaver – yes	Mr. Romeo – yes
Mr. Sykes – yes	Mrs. Honeycutt – yes
Mr. Barnes – yes	Motion carried.

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair
Issued by: Conrad Garrison, City Planner

Conditional Use Application CU-23-2 Submitted On: Sep 7, 2023	Applicant 👤 Wade Lowery ☎ 2054039158 @ wade@edgalabama.com	Primary Location 3010 HEALTHY WAY VESTAVIA HILLS, AL 35243
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Owner Information

A notarized Owner’s Affidavit must be submitted with this Conditional Use Application before it can be processed. Please prepare this affidavit prior to submission or it will not be properly filed. All documents must be filed prior to the application date to be considered on the next meeting date. If any required information is received after the application date, the application will be held until the next month.	Property Owner: Patchwork Retail Venture, LLC Mailing Address of Property Owner Including City, State, Zip Code: 700 Montgomery Highway, Suite 186, Vestavia Hills, AL 35216 Property Owner Email: luke@blackwaterresources.com Check Below if Property Owner is Responsible for Postage Costs --
--	---

Representing/Responsible Party

Representing Agent: Engineering Design Group, LLC Representing Agent Email: wade@edgalabama.com Check Below if Representing Agent is Responsible for Postage Charges true	Mailing Address of Representing Agent Including City, State, Zip: 120 Bishop Circle, Pelham, AL 35214 Representing Agent Telephone No.: 205-403-915
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Property Information

Property Address: 3010 Healthy Way, Vestavia Hill, AL 35243 Legal Description of Subject Property: LOT 1 PATCHWORK FARMS RETAIL VENTURE RESURVEY OF LOT 1D PATCHWORK FARMS FINAL PLAT PB 242 PG 100 Current Zoning Classification of Subject Property: PUD Requested Conditional Use Including Intended Use, Citing Appropriate Section of the Zoning Code, etc.: Construction of a plant nursery (retail sale of plants). See uploaded attachments accompanying this application.	County Parcel ID Number: 28 00 34 2 000 001.009
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Explanation of Reasons for Conditional Use

Upon acceptance of an application, the Commission shall consider the application during a public hearing. The Commission shall, after the public hearing, make a recommendation to the Council. Following the recommendation by the Commission, the Council shall hold a public hearing regarding the application and upon completion of said hearing, shall approve with conditions or deny the request within the time limit required by law. The recommendation by the Commission may be to approve or deny the application, which said recommendation shall be advisory only. Zoning is a legislative matter decided by the Council. The Council shall not be bound by the recommendation of the Commission. A Conditional Use approval shall lapse and be of no effect if, after the expiration of one (1) year from the date of Council approval, no construction or change in use pursuant to such Conditional Use has taken place, provided that the Council may, for good cause shown, specify a longer period of time in conjunction with its action to approve a Conditional Use.

Determination. Conditional Uses shall only be approved upon a finding by the Governing Body that all of the following criteria are satisfied. Please FULLY explain each of these conditions relative to this Conditional Use Request.

1. The use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of the surrounding area:

Correct. The use will include the retail sale of household plants and various related items.

2. The use is necessary or desirable and provides a service or facility that contributes to the general well-being of the surrounding area:

Yes. The proposed use is in concert with the surrounding area.

3. The request is consistent with all applicable provisions of the Comprehensive Plan:

Yes. The request is related to a retail establishment well suited for the intended use as described in the comprehensive plan.

4. The request shall not adversely affect adjacent properties:

Correct. No adverse effects will be placed on adjacent properties.

5. The request is compatible with the existing or allowable uses of adjacent properties:

Correct. The request is related to a retail establishment and is compatible with adjacent properties and their uses.

6. The request can demonstrate that adequate public facilities, including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed:

Correct. The request is related to an outparcel of land within the Patchwork Farms development. All utilities area available to the site.

7. The request can demonstrate adequate provision for maintenance of the use and associated structures:

Correct. As with other retail establishments within the development, maintenance of the facility/structure will be performed.

8. The request has minimized, to the degree possible, adverse effects on the natural environment:

Yes. The use includes a plant nursery, and the enclosed conceptual site plan illustrates mitigation of storm water runoff. The proposed improvements will cause no additional adverse effects to the natural environment as the land is part of a developed retail center.

9. The request will not create undue traffic congestion:

Correct. The commercial development was designed with the anticipated development of the outparcel. the intended use develops very little traffic when compared to other uses (fast food, etc.).

That such development will comply with all applicable regulations and conditions specified within this Ordinance:

Correct. The enclosed conceptual site plan illustrates how the improvements will comply with the ordinance.

Conditional Use Application**CU-23-2**

Submitted On: Sep 7, 2023

Applicant

 Wade Lowery
 2054039158
 wade@edgalabama.com

Primary Location

3010 HEALTHY WAY
VESTAVIA HILLS, AL 35243

Owner Information

A notarized Owner's Affidavit must be submitted with this Conditional Use Application before it can be processed. Please prepare this affidavit prior to submission or it will not be properly filed. All documents must be filed prior to the application date to be considered on the next meeting date. If any required information is received after the application date, the application will be held until the next month.

Property Owner Telephone Number:

205-969-1000

Property Owner:

Patchwork Retail Venture, LLC

Mailing Address of Property Owner Including City, State, Zip Code:

700 Montgomery Highway, Suite 186, Vestavia Hills, AL 35216

Property Owner Email:

luke@blackwaterresources.com

Check Below if Property Owner is Responsible for Postage Costs

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Representing/Responsible Party**Representing Agent:**

Engineering Design Group, LLC

Representing Agent Email:

wade@edgalabama.com

Mailing Address of Representing Agent Including City, State, Zip:

120 Bishop Circle, Pelham, AL 35214

Representing Agent Telephone No.:

205-403-915

Check Below if Representing Agent is Responsible for Postage Charges

true

Property Information**Property Address:**

3010 Healthy Way, Vestavia Hill, AL 35243

County Parcel ID Number:

28 00 34 2 000 001.009

Legal Description of Subject Property:

LOT 1 PATCHWORK FARMS RETAIL VENTURE RESURVEY OF LOT 1D PATCHWORK FARMS FINAL PLAT PB 242 PG 100

Current Zoning Classification of Subject Property:

PUD

Requested Conditional Use Including Intended Use, Citing Appropriate Section of the Zoning Code, etc.:

Construction of a plant nursery (retail sale of plants). See uploaded attachments accompanying this application.

Explanation of Reasons for Conditional Use

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That such development will comply with all applicable regulations and conditions specified within this Ordinance:

Correct. The enclosed conceptual site plan illustrates how the improvements will comply with the ordinance.



September 7, 2023

City of Vestavia Hills
Planning and Zoning Commission

Re: Conditional Use Application-Trellis at Patchwork Farms

Dear Planning Commission,

Engineering Design Group, LLC (EDG) has been retained by Marci Hollingsworth to provide professional services associated with proposed improvements to a parcel of land within the Patchwork Farms PUD. More specifically, the site is identified as 3010 Healthy Way, Vestavia Hills, AL 35243 (Parcel Identification Number 28 00 34 2 000 001.009). The parcel is currently un-developed/vacant land, and it is zoned PUD.

Proposed improvements include the construction of a retail plant nursery (approximately 1,200SF), necessary parking/access, and other appurtenances. The improvements are illustrated on the attached Conceptual Site Plan.

Per feedback received during a meeting with the City's staff, it is understood that the development of a plant nursery is not an expressly prohibited use within the current PUD. Conversely, a plant nursery is not specifically allowed/permitted by the PUD. Staff recommended a conditional use application for consideration by the Planning Commission.

Please accept this letter as our explanation/rationale for the request.

Respectfully submitted,
Engineering Design Group, LLC

A handwritten signature in blue ink, appearing to read "Wade Lowery", is written over a horizontal line. Below the line, the text "Wade H. Lowery, P.E., AL Reg. No. 27002" is printed.

Wade H. Lowery, P.E., AL Reg. No. 27002

Cc: Marci Hollingsworth

enclosure

5. Planned Business (PB).

a. Permitted Uses. Those permitted uses allowed by PR-1 and PNC; schools; retail establishments, including but not limited to, shopping centers; veterinary clinics (no outside kennels); auto dealerships; auto parts stores; building material sales; department stores; radio and TV stations; domestic equipment rental, furniture stores; motels or hotels; in-door motion picture theatres and/or auditoriums; hospitals; automotive gasoline service establishments which may also serve auto functions such as muffler, tire, battery, brake and transmission shops; establishments for the design and distribution of printed material, coin-operated laundromats; car washes; card/gift shops; cosmetic studios; craft or hobby shops; dance studios; photographic studios; duplicating or copying service; health food stores; interior decorating stores; opticians, medical clinics; shoe repair, audio video; tanning salons; assisted living care facilities; hardware stores; jewelry stores; sporting goods stores; sales showrooms for appliances, furniture, carpet, lighting fixtures, medical and office equipment; toy stores; indoor sports facilities (bowling, health club or spa, racquet club, skating rink); and factory outlet stores, and accessory structures and uses customarily incidental to such permitted uses.

 b. Conditional Uses. Those conditional uses allowed by PNC; commercial recreation and amusement facilities; self-service storage facilities; telecommunications facilities; and other uses not listed in this §6.9.5.5 as may be approved by the Council following recommendation by the Commission.

6. Planned Light Industrial (PI).

a. Permitted Uses. Those permitted uses allowed by PB; major auto repair or renovation facilities not housed in the same structure or accessory structure to an auto sales establishment; bottling plants; construction yards; distribution yards for gasoline and fuel or tanks; domestic animal kennels; farm machinery and farm supply sales; heavy equipment sales and service; highway maintenance yards and buildings; janitorial and maintenance service; laundry and dry cleaning plants; printing establishments; light industrial, fabricating, processing, assembling and manufacturing uses; sanitary sewage and/or waste water treatment facilities; research and development laboratory facilities; warehouses; water or liquid storage tanks; wood working shops; and self-service storage facilities and accessory structures and uses customarily incidental to such permitted uses.

b. Conditional Uses. Those conditional uses allowed by PB, except multi-family; live entertainment; telecommunications facilities; and other uses not listed in this §6.9.5.6, all as may be approved by the Council following recommendation by the Commission.

6.9.6. Requirements for Accessory Structures, Fences, Signs, Off-street Parking, Loading Areas, Landscaping, and Buffer Strips

It is intended that the development criteria submitted with the application for the PUD will set forth requirements for accessory structures, fences, landscaping, buffer strips, signs, off-street parking, and loading areas. If the application does not contain such information, then the provisions of [§4.4](#) Accessory Structures,

longer period of time in conjunction with its action to approve a Conditional Use.

2. When such use is abandoned or discontinued for a period of one (1) year, it shall not be reestablished, unless authorized by the Council. Conditional Use approval shall be revoked when the applicant fails to comply with the conditions imposed by the Council.

→ 13.3.4. Determination. Conditional Uses shall only be approved upon a finding that all of the following criteria are satisfied:

1. The use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of the surrounding area.
2. The use is necessary or desirable and provides a service or facility that contributes to the general well-being of the surrounding area.
3. The request is consistent with all applicable provisions of the Comprehensive Plan.
4. The request shall not adversely affect adjacent properties.
5. The request is compatible with the existing or allowable uses of adjacent properties.
6. The request can demonstrate that adequate public facilities, including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed.
7. The request can demonstrate adequate provision for maintenance of the use and associated structures.
8. The request has minimized, to the degree possible, adverse effects on the natural environment.
9. The request will not create undue traffic congestion.

10. That such development will comply with all applicable regulations and conditions specified within this Ordinance.

The Council shall describe and have recorded in the minutes, the conditions imposed on the development to assure satisfaction of these criteria.

§13.4. Amendments

The provisions of this Ordinance, including the Zoning map, may from time to time be amended, supplemented, changed, modified, or repealed by the Council in accordance with Alabama Law.

- 13.4.1. Petition to Amend. Petitions to amend this Ordinance with respect to rezoning land may be initiated only upon filing of an application with the Commission by the owner of the land or the owner's authorized agent, in which case a notarized letter is required. Any member of the Council may initiate the rezoning of any land by introduction of a resolution for such purpose. An application for any change of zoning shall be filed in the office of the Commission at least twenty-five (25) working days prior to the next regularly scheduled meeting of the Commission. The petition shall state the nature of the proposed amendment, and a legal description of the property involved and the names and addresses of the owner(s) of the property. No application shall be taken out without descriptive information as to how the petitioner proposes to utilize the parcel of land (plot plan, drawings, sketches, et cetera).
- 13.4.2. Action on Petition. The Commission shall consider the petition at the first regularly scheduled meeting following the proper filing of the petition. The Commission shall, after the public hearing, make recommendations to the Council. The recommendations of the

5. Planned Business (PB).

- a. Permitted Uses. Those permitted uses allowed by PR-1 and PNC; schools; retail establishments, including but not limited to, shopping centers; veterinary clinics (no outside kennels); auto dealerships; auto parts stores; building material sales; department stores; radio and TV stations; domestic equipment rental, furniture stores; motels or hotels; in-door motion picture theatres and/or auditoriums; hospitals; automotive gasoline service establishments which may also serve auto functions such as muffler, tire, battery, brake and transmission shops; establishments for the design and distribution of printed material, coin-operated laundromats; car washes; card/gift shops; cosmetic studios; craft or hobby shops; dance studios; photographic studios; duplicating or copying service; health food stores; interior decorating stores; opticians, medical clinics; shoe repair, audio video; tanning salons; assisted living care facilities; hardware stores; jewelry stores; sporting goods stores; sales showrooms for appliances, furniture, carpet, lighting fixtures, medical and office equipment; toy stores; indoor sports facilities (bowling, health club or spa, racquet club, skating rink); and factory outlet stores, and accessory structures and uses customarily incidental to such permitted uses.

- 
- b. Conditional Uses. Those conditional uses allowed by PNC; commercial recreation and amusement facilities; self-service storage facilities; telecommunications facilities; and other uses not listed in this §6.9.5.5 as may be approved by the Council following recommendation by the Commission.

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longer period of time in conjunction with its action to approve a Conditional Use.

2. When such use is abandoned or discontinued for a period of one (1) year, it shall not be reestablished, unless authorized by the Council. Conditional Use approval shall be revoked when the applicant fails to comply with the conditions imposed by the Council.

→ 13.3.4. Determination. Conditional Uses shall only be approved upon a finding that all of the following criteria are satisfied:

- ↓
1. The use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of the surrounding area.
 2. The use is necessary or desirable and provides a service or facility that contributes to the general well-being of the surrounding area.
 3. The request is consistent with all applicable provisions of the Comprehensive Plan.
 4. The request shall not adversely affect adjacent properties.
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 7. The request can demonstrate adequate provision for maintenance of the use and associated structures.
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 9. The request will not create undue traffic congestion.

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The Council shall describe and have recorded in the minutes, the conditions imposed on the development to assure satisfaction of these criteria.

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**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

November 13, 2023

To: Mayor and City Council

Cc:

From: Jeff Downes, City Manager

RE: Ordinance Number 3203 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement for purposes of a mine reclamation effort at the Sicard Hollow Athletic Complex (SHAC), acceptance of a masterplan, and declaration of surplus and conveyance of property between the City of Vestavia Hills and the Liberty Park Joint Venture to facilitate said masterplan.

Background:

The Alabama Department of Labor- Mine Reclamation Section has offered the City of Vestavia Hills the opportunity for their chosen contractor (subject to competitive bid laws) to reclaim reusable lands and remedy safety concerns associated with property owned by the City referred to as SHAC and the Liberty Park Joint Venture (LPJV) that were the result of legacy mining operations on said property. The mass grading efforts would eliminate an existing "high wall" condition and provide a regraded property that will be helpful in the implementation of a masterplan proposed in Exhibit A of this ordinance. Furthermore, a land swap as shown in Exhibit B between the City of Vestavia Hills and LPJV would facilitate the reuse of 3.8 acres at SHAC as a potential commercial property that would provide additional tax revenue for the City while receiving a larger 22.4 acre portion of property from the LPJV

that could be used for public purposes including police, library, maintenance and park facilities as noted in masterplan Exhibit A.

Recommendation:

To proceed with this project, it is recommended that the City Council grant authority to the Mayor and City Manager to execute and deliver any and all documents required to implement this effort upon concurrence of the City Attorney. These documents would authorize the following actions:

- Grant a Right of Entry to the Alabama Department of Labor and their contractor to perform mine reclamation activities
- Declare property owned by the City of Vestavia Hills and illustrated in Exhibit B as surplus and to allow the property to be swapped with LPJV consistent with the same exhibit
- Formally accept the masterplan document provided as Exhibit A as the appropriate guide for future funding considerations and land planning activities

Fiscal Impact:

The mine reclamation activities are funded in whole by the Alabama Department of Labor. The property conveyance does not involve any compensation from either party to the other party. Third-party engineering expenses already appropriated as a part of the FY 24 budget would be utilized to perform the work required for survey and legal description of conveyed property.

Attachments:

1. Ordinance 3203
2. EXHIBIT-CONCEPT PLAN-230918
3. EXHIBIT-LAND SWAP-230918
4. Pine Ridge - ROE Consent Form_City Of Vestavia Hills
5. PH Boone Legal Opinion to City Manager October 25 2023

ORDINANCE NUMBER 3203

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A STATE OF ALABAMA CONSENT FOR RIGHT-OF-ENTRY (CONSTRUCTION) AGREEMENT TO ACCESS AND CONSTRUCT WITHIN PORTIONS OF TWO PARCELS OF LAND AT THE SICARD HOLLOW ATHLETIC COMPLEX; TO ACCEPT A MASTERPLAN OF SHAC AND AREAS ADJACENT TO SHAC (ALSO KNOWN AS THE “PINE RIDGE PROJECT”); TO DECLARE CERTAIN PARCELS AS SURPLUS AND AUTHORIZE THE MAYOR AND CITY MANAGER TO DO ALL ACTIONS NECESSARY TO PROVIDE FOR THE COVEYANCE OF PROPERTIES BETWEEN THE CITY AND LIBERTY PARK JOINT VENTURE IN ORDER TO FACILITATE SAID MASTER PLAN

THIS ORDINANCE NUMBER 3203 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 27th day of November, 2023.

WITNESSETH THESE RECITALS:

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities corporate and gives them the power to contract and be contracted with; and

WHEREAS, 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 11-47-20, *Code of Alabama, 1975*, provides that the City Council may, by ordinance to be entered in its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the Mayor to make title thereto, and a conveyance made by the Mayor in accordance with such ordinance invests the grantee with the title of the municipality; and

WHEREAS, Title 11-43A-28, *Code of Alabama, 1975*, provides that the City Manager shall be the head of the administrative branch of the government of the City of Vestavia Hills and shall be responsible to the City Council for the proper administration of all municipal affairs; and

WHEREAS, Title 11-43A-48, *Code of Alabama, 1975*, provides that all contracts for the City of Vestavia Hills shall be made and approved by ordinance and signed in the

name of the City of Vestavia Hills by the mayor and countersigned by the city manager; and

WHEREAS, Title 11-45-8(b), *Code of Alabama, 1975*, provides that if an ordinance is published by posting, then in such event said ordinance shall take effect five days thereafter; and

WHEREAS, the City Council of the City of Vestavia Hills is desirous to accept a masterplan of the Sicard Hollow Athletic Complex (“SHAC”) which includes some further constructed amenities and improvements and requires the exchange of properties with the Liberty Park Joint Venture (“LPJV”); and

WHEREAS, a copy of said Master Plan is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3203 as if written fully therein; and

WHEREAS, in order to accomplish or facilitate the fulfillment of this Master Plan, the City would need to exchange some parcels of properties with the LPJV. A map depicting said exchange is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3203 as if written fully therein; and

WHEREAS, in the attached Exhibit B, the areas outlined in purple and labeled “potential commercial,” the City Council of the City of Vestavia Hills, Alabama finds and determines that the subject property is not needed for municipal or public purposes is determined to be of no further public use to the City and the Council deems and declare said property as surplus and authorizes the Mayor and City Manager to negotiate the sale of said property; and

WHEREAS, in the attached Exhibit B, the areas outlined in red and marked as “LPJV 22.4 Ac+/-” would be negotiated by the Mayor and City Manager and the property purchased by the City from Liberty Park Joint Venture; and

WHEREAS, legal descriptions and resurveys would be required and detailed in sale/purchase agreements to be determined at a later date; and

WHEREAS, the Mayor and City Manager are hereby authorized to take all actions necessary to perform and record all needed surveys and resurveys in order to facilitate the Master Plan; and

WHEREAS, in order to obtain and assist in funding said improvements, a State of Alabama Consent for Right-of-Entry (Construction) agreement for Project 2018 AMLER

Grant – Pine Ridge Project would need to be executed and delivered by the Mayor and City Manager, a copy of which is marked as Exhibit C, attached to and incorporated into this Ordinance 3203 as if written fully therein; and

The Council feels it will be in the best public interest to authorize the Mayor and City Manager to take all actions and execute all documents necessary in order to facilitate completion of the accepted proposed Master Plan.

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

1. The proposed Master Plan as detailed in the attached Exhibit A is accepted by the Mayor and City Council; and

2. The above detailed property shown in Exhibit B, attached and labeled “potential commercial” is found and determined to not be needed for public or municipal purposes by the City of Vestavia Hills and is hereby declared as surplus property all in accordance with the requirements of Title 11-47-20, *Code of Alabama, 1975*; and

3. The above detailed property shown in Exhibit B, attached and labeled as “LPJV 22.4 Ac+/-”, the Mayor and City Manager are hereby authorized to negotiate and purchase said property in order to facilitate the fulfillment of the Master Plan; and

4. The Mayor and City Manager are hereby authorized and directed to execute and deliver all documents and complete and record any and all surveys required to close and convey said sale and purchase of the properties as detailed in the attached Exhibit B on behalf of the City of Vestavia Hills; and

5. A copy of said real estate closing documents, along with said payment, will be submitted upon closing and kept on file in the office of the City Clerk of the City of Vestavia Hills, Alabama for inspection by members of the general public.

6. Upon approval, adoption and enactment of this Ordinance Number 3203 the Mayor and City Manager are hereby authorized and directed to execute and deliver the “State of Alabama Consent for Right-of-Entry (Construction) agreement for Project: 2018 AMLER Grant – Pine Ridge Project” as detailed in the attached Exhibit C; and

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

8. 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.

DONE, ORDERED, APPROVED and ADOPTED this the 27th day of November, 2023.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
Mayor

ATTESTED BY:

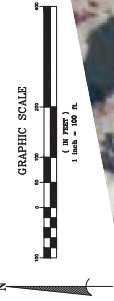
Rebecca Leavings
City Clerk

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 # 3203 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 27th day of April, 2023 as same appears in the official records of said City.

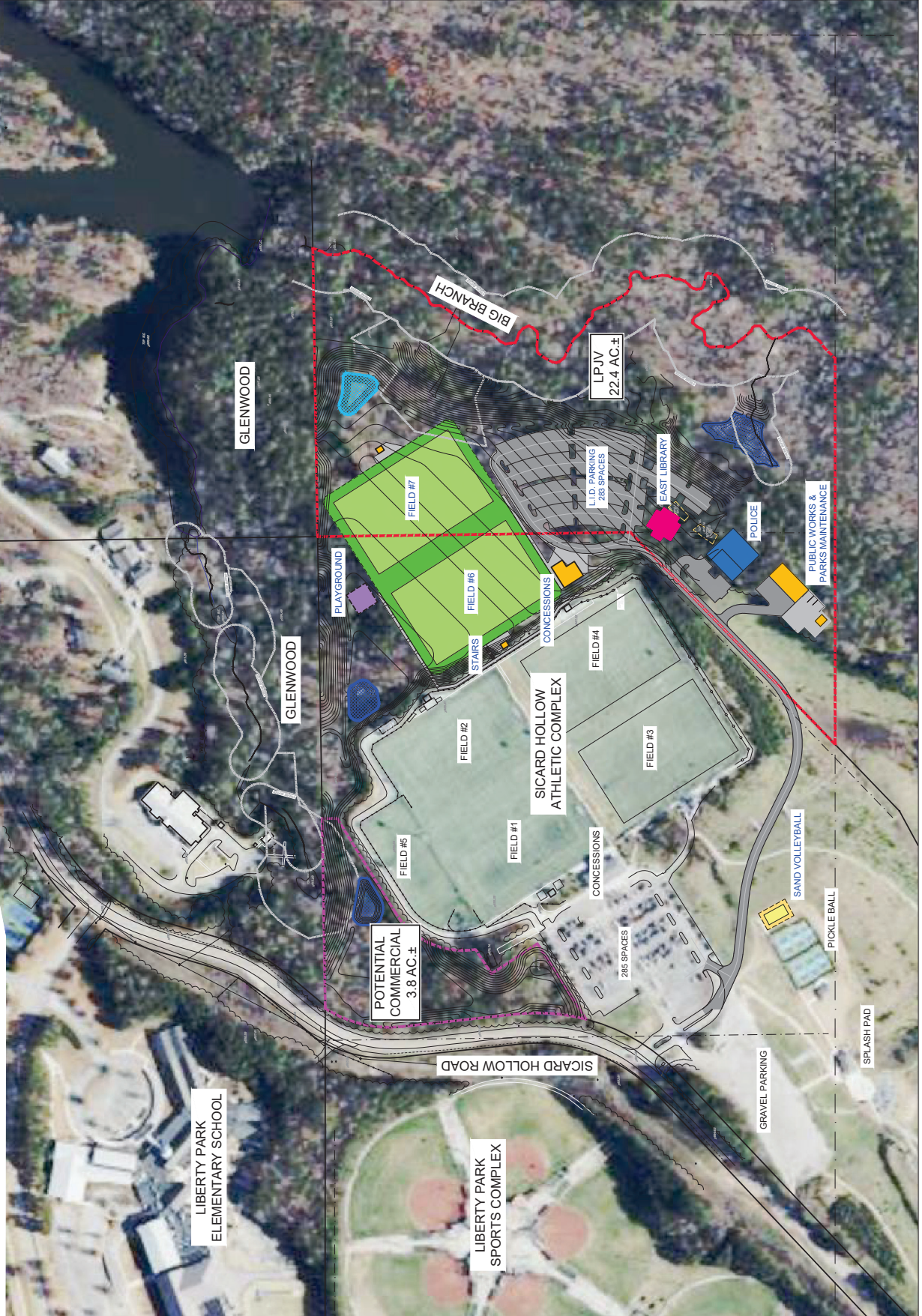
Posted at Vestavia Hills City Hall, Vestavia Hills New Merkel House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2023.

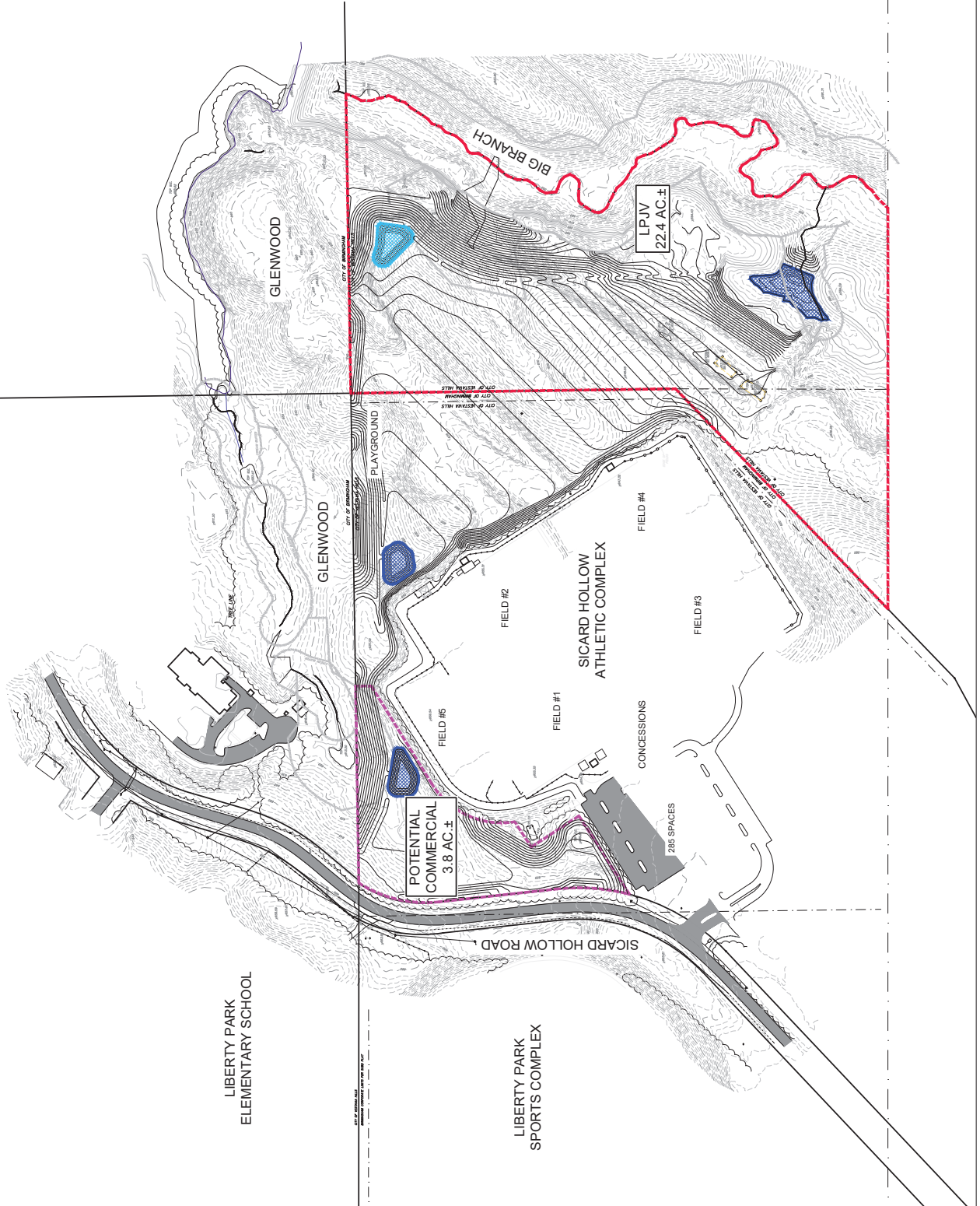
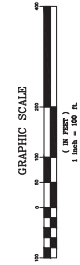
Rebecca Leavings
City Clerk



PLAN ISSUE	
EXHIBIT - CONCEPTUAL PLAN	09.18.2023
DATE	

PROJECT NO. 21-011	
SCALE 1" = 100'	
DRAWN BY	
REVIEW BY	
SHEET	OF





PLAN ISSUE	DATE
EXHIBIT - LAND SWAP	09.18.2023

PROJECT: 2018 AMLER Grant – Pine Ridge Project**STATE OF ALABAMA**
CONSENT FOR RIGHT-OF-ENTRY (CONSTRUCTION)

I/We, the owner(s) of the following described properties:

Parcel # 27-00-08-3-000-003.000 & Parcel # 27-00-08-3-000-003.002

Access to and construction within a 10.31-acre portion of Parcel #27-00-08-3-000-003.000 and a 0.54-acre portion of Parcel #27-00-08-3-000-003.002 to reclaim / eliminate two highwall segments, associated impoundments, and spoil material remaining from previous coal mining activities, as well as sitework to create conditions favorable for future development. The dangerous highwall segments total approximately one thousand, three hundred and sixty (1,360) feet in length and average approximately twenty-five (25) feet in height. The overall project site for reclamation work totals approximately 22.54 acres and includes backfilling of the dangerous highwall segments and impoundments using onsite mine spoil material and grading and shaping of the onsite material to promote positive drainage and match the surrounding topography. The subject properties lie east of Sicard Hollow Road within the NE ¼ of the SW ¼ of Section 8, Township 18 South, Range 1 West, Jefferson County. Included is a Project Realty Map for reference.

I/We do hereby grant the State of Alabama Department of Labor (Department), its agents, employees and contractors retained by the Department, the right, privilege and consent to enter upon the above-described property with all necessary and convenient materials and equipment to perform reclamation work to restore, abate, control or prevent the adverse effects of coal mining practices, and to protect the public health and safety of the citizens of the State of Alabama.

Any reclamation work performed by the Department, its agents, employees and contractors is done pursuant to Title IV of the Surface Mining Control and Reclamation Act of 1977, (30 U.S.C., 1231 *et seq.*), the Code of Alabama (1975) Section 9-16-126, and the *Guidance for Project Eligibility Under the Abandoned Mine Land Reclamation Economic Development Pilot Program for Fiscal Year 2018* as provided by the Office of Surface Mining and Reclamation and Enforcement.

As used in this agreement “RECLAMATION WORK” means the construction of temporary or permanent facilities on the Property to restore, abate, control or prevent the adverse effects of coal mining practices and to protect the public health and safety. Construction of temporary or permanent facilities can include all grading, excavation, installation of access roads, use of soil from borrow areas, mulching, planting of vegetative cover, installation of drainage structures, development of dams, pipes, diversion ditches, subsurface exploratory drilling, installation of monitoring wells and any other necessary or expedient work deemed necessary to protect the public health and safety of the Owner and the citizens of the State of Alabama.

In consideration of the reclamation work which benefits the Owner and the general public, and intending to be legally bound, I/we agree as follows:

1. The Owner assumes no liability for injury or damage by or to employees and/or agents providing reclamation work for the Department.
2. Prior to the start of reclamation work, the Owner agrees to contact & gain consent to the reclamation work from all the leaseholders of interest in the property that the reclamation work will affect.

3. During the term of this Right of Entry, the Owner will not, without the express written consent of the Department, mine or remove, lease mining or removal rights in, or permit mining or removal of coal or other minerals on the Property; or do any act or permit any act to be done that will interrupt or interfere with, destroy, damage or alter the reclamation work, or the equipment, materials and facilities placed on the Property pursuant to this Right-of-Entry. In the event that this property is sold, exchanged or leased during the term of this Right-of-Entry, it is the Owner's responsibility to advise the prospective owners or lessees of this Agreement and its terms and to ensure that they are in agreement.
4. The Department bears no responsibility or liability for any mine-related damage to the property (or improvements thereon) which occurred prior to, or which might occur during or after the reclamation. Persons contracted by the Department to perform reclamation work are required to carry comprehensive liability insurance.
5. The Department is not authorized to repair structures which have suffered mine-related damage.
6. In giving consent to this Right-of-Entry, the Owner does not waive any legal remedies available under applicable law.
7. Prior to commencement of any reclamation activities, the Department shall provide defined construction limits to the Owner for approval. Approval of the limits by the Owner shall be provided in writing to the Department prior to commencement of any construction / reclamation activities by the Department.
8. THE OWNER UNDERSTANDS THAT EXECUTION OF THIS CONSENT FOR RIGHT OF ENTRY DOES NOT OBLIGATE THE DEPARTMENT TO PERFORM ANY PART OF THE CONTEMPLATED OR PROPOSED RECLAMATION WORK ON THE PROPERTY.
9. The Owner understands that it may be necessary to make changes to the reclamation work during construction to adjust for conditions encountered on the Property.
10. The Department shall bear the expense for the design and construction of the reclamation work, if any.
11. The term of this Right-of-Entry shall extend for the length of time necessary to complete the reclamation work and provide maintenance on the Property for a period of two years following completion of the reclamation work; and shall terminate upon completion of such reclamation work and two-year maintenance period; provided, however, that the term of the Right-of-Entry may be altered at any time by written agreement of the parties to this Right-of-Entry.
12. The Department shall have the continuing right during and after the term of this Right-of-Entry to inspect and maintain any and all reclamation work performed, including facilities constructed; however, the Department shall have no obligation to maintain the results of such reclamation work.
13. The Department cannot warrant the success of the project and the proposed work may not accomplish the intended result.
14. **Indemnification & Additional Insured**
 - a. **Indemnification:** To the fullest extent permitted by law, the Contractor awarded the construction project by the Department, shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, and other elected public officials and employees, as Owner (hereinafter collectively referred to as the

“Indemnitees”) from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of, related to, or resulting from performance of the Reclamation Work done by the Contractor, including specifically, but not limited to claims alleged to have been caused by faulty, negligent or defective design and/or other related services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Reclamation Work.

- b. **Additional Insured:** The Contractor shall cause all the insurance policy coverages described in the Contract (except for Worker’s Compensation coverages) to include:
- 1) The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations and/or performance of the Reclamation Work; and
 - 2) The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations and/or performance of the Reclamation Work; and
 - 3) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
 - 4) Contain no exclusions of the additional insureds relative to job accidents; and
 - 5) The policies must be on an “occurrence” basis; and
 - 6) **Certificates of Insurance Policy Coverages:** The Contractor shall deliver to the City insurance certificates to evidence that all insurance policies and coverages described in the Contract are in full force and effect. Delivery of said certificates by the Contractor to the City shall be made prior to the commencement of the Reclamation Work by the Contractor. In other words, Contractor shall not begin work unless and until the Contractor has delivered the insurance certificates to the City.

In giving my/our consent to this entry, I/we do not waive any rights conferred upon me/us by virtue of the language contained in the Code of Alabama (1975) Sections 9-16-120 through 9-16-135

ALL CO-OWNERS OF THE PROPERTY MUST SIGN THIS RIGHT OF ENTRY AND EACH SIGNATURE MUST BE WITNESSED. (Attach additional sheets as needed)

IN WITNESS HEREOF, the Owner(s) or authorized representative has caused this Consent for Right of Entry to be executed this _____ day of _____ 2023.

Owner: City of Vestavia Hills

Sign: _____

Print: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Witnessed By:

Sign: _____

Print: _____

Sign: _____

Print: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Witnessed By:

Sign: _____

Print: _____

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

October 25, 2023

By Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: 2018 AMLER Grant--Pine Ridge Project

Dear Mr. Downes:

On October 24, 2023, you sent to me via electronic mail a revised State of Alabama Consent for Right of Entry (Construction) ("Consent") regarding the above captioned Pine Ridge Project with a request that I review it and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. LEGAL OPINION

From a legal standpoint, I approve the State of Alabama Consent for Right of Entry (Construction).

II. BASIS FOR LEGAL OPINION

On October 28, 2022, I recommended to you that the Consent Form add the language requiring the Contractor to indemnify and hold harmless the City and to name the City and its officials and employees as additional insureds on its general comprehensive liability insurance policy.

I base my present opinion upon the fact that the Alabama Department of Labor accepted my recommendations and added the requested language to the Consent as Section 14 thereof.

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

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



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

November 13, 2023

To: Jeff Downes, City Manager

Cc:

From:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None