



**Vestavia Hills
City Council Agenda
April 20, 2026
5:30 PM**

1. Call to Order
2. Roll Call
3. Invocation - Butch Williams, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation — April 2026 National Donate Life Month
8. City Manager's Report
9. Birmingham-Jefferson County Transit Authority Board Update - Mike Fliegel
10. Councilors' Reports
11. Approval Of Minutes - March 30, 2026, Special Called Work Session and April 6, 2026, Regular Meeting Minutes

Old Business (Public Hearing)

12. Public Hearing - Ordinance Number 3323 - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 1401 Montgomery Hwy; Patrick Crabtree, owner; Allena Morse, DeeDee's Dirty Paws, representing
13. Public Hearing - Ordinance Number 3325 - An Ordinance declaring a temporary moratorium on the licensing and permitting of the business for the sale of consumable hemp and THC products
14. Public Hearing - Ordinance Number 3324 - An Ordinance levying an additional twenty dollars for each residential building permit issued in the city of Vestavia Hills to fund the Central Alabama Homebuilding Academy.

New Business

15. Resolution Number 5627 - A Resolution appointing a member to the Birmingham Transit Authority - Mike Fliegel
16. Resolution Number 5629 - A Resolution appointing a member to the Vestavia Hills Board of Education

17. Public Hearing - Ordinance Number 3334 - An Ordinance authorizing the Mayor and City Manager to purchase an OpenGov Financial Management ERP System and execute any and all documents to implement said system

New Business Requesting Unanimous Consent (Public Hearing)

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

18. Public Hearing - Resolution Number 5626 - A Resolution approving Amendment 772 for Edgar's Old-Style Bakery, Inc. for an incentive agreement for the construction of an Edgar's Bakery
19. Public Hearing - Ordinance Number 3326 - Annexation - 90 Day Final - 2811 Acton Place; Amanda Key, Owner
20. Public Hearing - Ordinance Number 3327 - Rezoning - 2811 Acton Place; Rezone from JC R-1 to VH R-2, compatible zoning for annexation; Amanda Key, owner
21. Public Hearing - Ordinance Number 3328 - Annexation - 90 Day Final - 2941 Old Rocky Ridge Road; Patrick & Suzanne Echol, Owners
22. Public Hearing - Ordinance Number 3329 - Rezoning - 2941 Old Rocky Ridge Road; Rezone from JC E-2 to VH R-1, compatible zoning for annexation; Suzanne & Patrick Echols, owner
23. Public Hearing - Ordinance Number 3330 - Annexation - 90 Day Final - 2656 Alta Vista Drive; Hardie & Katherine Kimbrough, Owners
24. Public Hearing - Ordinance Number 3331 - Rezoning - 2656 Alta Vista Drive Rezone from JC - A to VH - A, compatible zoning for annexation; Hardie Kimbrough, owner
25. Public Hearing - Ordinance Number 3332 - Rezoning - 3119 Timberlake Road; Rezone from Vestavia Hills R-1 to Vestavia Hills O-1 for the construction of an office building; Bryant B. Steven, owner
26. Public Hearing - Ordinance Number 3333 - An Ordinance authorizing the Mayor and City Manager to execute and deliver any and all renewal agreements with Neumo Group, LLC
27. Citizens Comments
28. 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, more than 100,000 Americans and nearly 1,200 Alabamians are currently on the national transplant waiting list; and

WHEREAS, another person is added to the waiting list every eight minutes, and, on average, thirteen people die each day while waiting for a lifesaving organ transplant; and

WHEREAS, the most effective way to address this health crisis is to educate and to encourage citizens to commit to the following actions: register your decision to be an organ, eye and tissue donor at legacyofhope.org or at your local DMV and learn more about living donation at DonateLife.net; and

WHEREAS, during National Donate Life Month we honor the compassion and generosity of registered donors, donor families and living donors and also recognize the commitment of medical professionals, researchers, national partners and all those who work tirelessly to save and heal lives through donation and transplantation; and

WHEREAS, by becoming an organ, eye, and tissue donor, one individual can save and heal the lives of more than seventy-five people.

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 April 2026 as

NATIONAL DONATE LIFE MONTH

in the City of Vestavia Hills, Alabama, and urge our citizens to register their decision to be an organ, eye and tissue donor.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 20th day of April 2026.

Ashley C. Curry, Mayor



**Vestavia Hills
City Council Minutes
April 6, 2026
5:30 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 5:30pm, 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 Kimberly Cook, Ali Pilcher and Mike Vercher

MEMBERS ABSENT:

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Umang Patel, City Clerk; Shane Ware, Police Chief; Zachary Clifton, Finance Director; Marvin Green, Fire Chief

3. Invocation — David Phillips, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

MOTION: Approve the agenda as presented. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.

No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

Mayor Curry welcomed Michelle Hawkins, President of the Vestavia Hills Chamber of Commerce, and Vestavia Hills Chamber of Commerce Board members Avery Brown, Taylor Burton, and Bob Barker.

Mrs. Cook welcomed Vestavia Hills Library Board President Susan Swagler.

7. Proclamation - Day of Prayer and Thanksgiving - April 21, 2026

The Mayor presented a Proclamation designating April 21, 2026, as "Day of Prayer and Thanksgiving." Mr. Downes read the Proclamation aloud, and the Mayor presented it to Michelle Hawkins, Taylor Burton, Bob Barker and Audrey Brown, representatives of the Vestavia Hills Chamber of Commerce.

8. City Manager's Report

None

9. Councilors' Reports

Mrs. Pilcher reported applications for the Board of Education had closed, with five candidates scheduled for interviews and a vote by the Council to appoint planned for the April 20, 2026, Council Meeting.

10. Financial Reports - Zachary Clifton, Finance Director

Finance Director Zachary Clifton presented the February 2026 financial statements.

11. Approval Of Minutes - March 16, 2026 Regular Meeting Minutes

MOTION: Approve the minutes of the March 16, 2026, regular meeting as presented. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.

No: None. Abstain: None. Motion passed.

Old Business (Public Hearing)

None

New Business

None

New Business Requesting Unanimous Consent (Public Hearing)

None

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

- 12. Public Hearing - Ordinance Number 3323 - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 1401 Montgomery Hwy; Patrick Crabtree, owner; Allena Morse, DeeDee's Dirty Paws, representing**

13. Public Hearing - Ordinance Number 3324 - An Ordinance levying an additional twenty dollars for each residential building permit issued in the city of Vestavia Hills to fund the Central Alabama Homebuilding Academy.

14. Public Hearing - Ordinance Number 3325 - An Ordinance declaring a temporary moratorium on the licensing and permitting of the business for the sale of consumable hemp and THC products

15. Citizens Comments

None

16. Executive Session - Matters of Commerce or Trade

The Mayor announced that an Executive Session is needed for matters of commerce and trade. He stated that the Executive Session is expected to last 20-30 minutes and that no additional business would be discussed after it. He opened the floor for a motion.

Mayor Pro Tem Weaver asked City Attorney Patrick Boone if this is a valid reason to go into executive session, and Mr. Boone answered in the affirmative.

MOTION: Motion to enter into executive session to discuss matters of commerce and trade. Motion by: Kimberly Cook. Seconded by: Mike Vercher.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.

No: None. Abstain: None. Motion passed.

At 5:40, the Council exited the Chamber and moved into Executive Session. At 6:15, the Council re-entered the Chamber, and the Mayor called the meeting/work session back to order.

17. Time Of Adjournment

There being no further business, Mrs. Pilcher made a motion to adjourn. The Mayor adjourned the meeting at 6:15.

Ashley C. Curry, Mayor

ATTESTED BY:

Umang Patel, City Clerk



**Vestavia Hills
City Council Minutes
March 30, 2026
5:30 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 5:30pm, 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, City Councilors Kimberly Cook, Ali Pilcher, and Mike Vercher

MEMBERS ABSENT: Mayor Pro-Tem Rusty Weaver

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Umang Patel, City Clerk; James Randall, Human Resources Director*; Shane Ware, Police Chief; Zachary Clifton, Finance Director; Marvin Green, Fire Chief; Tamara Forbes, Interim Court Director; Jenny Gray, Principal Accountant; Jessica Thomas, Deputy Finance Director

*Attended via Zoom

Discussions

3. Consumable Hemp/THC Products

The Council discussed Alabama Act 2025-385, which regulates consumable hemp products. Mrs. Cook presented concerns centered on public safety and youth access, particularly related to products containing up to 10 milligrams of THC, a substance that is psychoactive and produces intoxicating effects. While the legislation introduces improved labeling and safety standards, concerns remain about the potency and accessibility of certain products, especially in retail settings such as grocery stores. The Council discussed the distinction

between CBD and THC products, with general support for further evaluation before permitting such uses locally.

City Attorney Patrick Boone advised that municipalities may not prohibit what state law allows but may implement regulations through zoning, licensing, and policy measures as long as they are consistent with state law.

City Clerk Umang Patel outlined several potential approaches, including adopting a temporary moratorium on new licenses, enhancing zoning restrictions such as distance requirements from sensitive uses, and establishing additional licensing or operational requirements including excise taxes. Mr. Patel outlined actions other cities have taken to enact a moratorium.

Based on actions taken by other municipalities and pending implementation of new federal rules to regulate hemp products in November 2026, the Council expressed consensus to consider a moratorium through the end of 2026 to allow time for further research and development of an appropriate regulatory framework.

A transcript of this discussion is attached.

4. Central Alabama Homebuilding Academy

The Director of External Affairs for the Greater Birmingham Association of Home Builders, along with two board members, Nick Miles and Arthur Steber, presented information to the Council regarding the addition of a \$20 flat fee to residential building and trade permits to help fund the Central Alabama Home Building Academy, which would train workers in residential trades and address labor shortages. Council members discussed the anticipated cost impact, program governance, participant recruitment, and the experiences of other cities, and directed staff to prepare an ordinance for future consideration.

5. OpenGov Financial Software

Zachary Clifton presented a proposal to implement an OpenGov ERP financial system to automate invoice processing, improve integrations, enhance project and contract management, and reduce manual workloads across departments. The Council reviewed the projected costs, phased implementation timeline, and estimated labor and bid-related savings, and directed staff to prepare a multi-year contract package and funding recommendation for a future agenda.

6. Other Discussions as Needed

None

7. Time Of Adjournment

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:32.

Ashley C. Curry, Mayor

ATTESTED BY:

Umang Patel, City Clerk



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

April 20, 2026

To: Jeff Downes, City Manager

From:

Cc:

RE: Public Hearing - Ordinance Number 3323 - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 1401 Montgomery Hwy; Patrick Crabtree, owner; Allena Morse, DeeDee's Dirty Paws, representing

Background:

Conditional Use Approval for Pet Grooming

Recommendation:

Unanimous Recommendation for Conditional Use Approval

Fiscal Impact:

Attachments:

1. Ordinance 3323

ORDINANCE NUMBER 3323

**AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL
FOR A DOG GROOMING BUSINESS**

WHEREAS, on April 20, 2026, 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, Allena Morse, owner of the business known as DeeDee’s Dirty Paws to be located at 1401 Montgomery Highway, and the owner of the shopping center for said address, Patrick Crabtree, has submitted an application for conditional use approval for the operation of a dog grooming business to be conducted and located on said property; and

WHEREAS, it was indicated in the application for conditional use approval to allow a personalized one-on-one dog grooming salon; and

WHEREAS, a copy of said application dated January 13, 2026, is attached and hereby incorporated into this Ordinance Number 3323.

**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 the operation of a dog grooming business for a personalized one-on-one dog grooming salon; and
 - (1) A City of Vestavia Hills Business License shall be issued upon application and payment by the proposed dog groomer 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 1401 Montgomery Highway; 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 3323 shall be automatically repealed.

ADOPTED and APPROVED this the 20th day of April, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3323 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of April, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2026.

Umang Patel
City Clerk

ORDINANCE NUMBER 3325

AN ORDINANCE DECLARING A TEMPORARY MORATORIUM ON THE LICENSING AND PERMITTING OF BUSINESSES FOR THE SALE OF CONSUMABLE HEMP AND TETRAHYDROCANNABINOL (“THC”) PRODUCTS

WHEREAS, the state legislature of Alabama recently passed Act 2025-385 (the “Act”), which has created additional requirements regarding the selling and licensing of consumable hemp and THC products; and

WHEREAS, the City Council of the City of Vestavia Hills desires to temporarily pause the issuance of consumable hemp and THC product business licenses and permits until zoning, business license ordinances and anticipated federal legislative action can be reviewed; and

WHEREAS, the City Council finds it in the public best interest for the City to declare a moratorium on the issuance of business licenses for the sale of consumable hemp and THC products while the City researches, studies, and develops an appropriate zoning plan and/or other regulations to protect the public health, safety and welfare of the city;

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

Section 1. It is hereby declared a moratorium on the issuance of business licenses under the City of Vestavia Hills Business License Code for the sale of consumable hemp and THC products as defined by Act 2025-385 until December 31, 2026

Section 2. This Ordinance shall become effective on April 20, 2026, upon adoption and proper publication as provided by law.

ADOPTED and APPROVED this the 20th day of April, 2026.

Ashley Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3325 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of April, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Civic Center this the _____ day of _____, 2026.

Umang Patel
City Clerk

ORDINANCE NUMBER 3324

AN ORDINANCE LEVYING AN ADDITIONAL TWENTY DOLLARS FOR EACH RESIDENTIAL BUILDING PERMIT ISSUED IN THE CITY OF VESTAVIA HILLS TO FUND THE CENTRAL ALABAMA HOMEBUILDING ACADEMY.

WHEREAS, in response to a shortage of skilled trade workers in the residential construction industry in Alabama, the state legislature of Alabama adopted Alabama Act 2028-398 (the “Act”) to allow any county or municipality in Alabama to provide funding for their local Alabama Homebuilding Academy (the “Academy”) by adding an additional cost to residential building permits; and

WHEREAS, the City of Vestavia Hills, Alabama, in accordance with the Act, desires to add twenty dollars (\$20.00) to the cost of residential building permits to fund the Central Alabama Homebuilding Academy; and

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

Section 1. Pursuant to Ala. Act No. 2025-398, there is hereby imposed a levy of twenty dollars (\$20.00), in addition to any other amount authorized by law, for the issuance of a residential building permit for construction within the corporate limits of the City of Vestavia Hills, Alabama, to be paid prior to the issuance of any residential building permit.

Section 2: This ordinance shall apply only to Residential Building Permits, including, but not limited to, mechanical, plumbing, and electrical permits.

Section 3. All fees collected by the City of Vestavia Hills, Alabama, pursuant to this ordinance shall be remitted to the Alabama Construction Trade Academy Fund.

Section 4. This Ordinance shall become effective on April 20, 2026, upon adoption and proper publication as provided by law.

ADOPTED and APPROVED this the 20th day of April, 2026.

Ashley Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3324 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of April, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Civic Center this the _____ day of _____, 2026.

Umang Patel
City Clerk

levying an additional twenty dollars for each residential building permit issued in the city of Vestavia Hills to fund the Central Alabama Homebuilding Academy.



VESTAVIA HILLS

MEMORANDUM

TO: Vestavia Hills City Council

FROM: Ashley C. Curry, Mayor

DATE: April 7, 2026 *acc*

RE: Birmingham Jefferson County Transit Authority Board Update
and Appointment

Mike Fliegel will be attending the April 20th City Council meeting to provide an update on the Birmingham-Jefferson County Transit Authority Board.

Mike's term on the BJCTA Board of Directors expires May 30, 2026. Mike has done an excellent job in this capacity, and I recommend that he be reappointed to represent the City of Vestavia Hills on the BJCTA Board for a new term that will expire May 30, 2030. I will include his reappointment on the April 20th agenda for consideration.

CC: Umang Patel, Director of Administration & Innovation

RESOLUTION NUMBER 5627

**A RESOLUTION TO APPOINT A MEMBER TO THE
BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY**

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

1. Mayor Ashley Curry has recommended Mike Fliegel to be reappointed to the Birmingham Jefferson County Transit Authority; and
2. The Mayor and City Council concur that Mike Fliegel shall and is hereby appointed as a member of the BJCTA to represent the City of Vestavia Hills; and
3. Said appointment shall begin immediately and shall expire May 30, 2030; and
4. This Resolution Number 5527 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 20th day of April, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk



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

April 20, 2026

To: Jeff Downes, City Manager

From:

Cc:

RE: Resolution Number 5629 - A Resolution appointing a member to the Vestavia Hills Board of Education

Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Resolution 5629

RESOLUTION NUMBER 5629

**A RESOLUTION APPOINTING A MEMBER OF THE
VESTAVIA HILLS BOARD OF EDUCATION FOR A
TERM OF FIVE YEARS**

WITNESSETH THESE RECITALS:

WHEREAS, Section 11-16-3, Code of Alabama, 1975, provides that the City Council shall appoint members of the City Board of Education to serve for a term of five (5) years; and

WHEREAS, the five-year term of Jay Stewart as a member of the Vestavia Hills Board of Education expires in June 2026; and

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

1. The City Council does hereby elect and appoint _____ as a member of the Vestavia Hills Board of Education for a term of five (5) years, beginning with the first regularly scheduled meeting of the Vestavia Hills Board of Education in June 2026 at 4:00 PM on the date of the first regularly scheduled meeting of the Board in June and ending at 4:00 PM on the date of the first regularly scheduled meeting of the Board in June of the year 2031; and

2. This Resolution shall become effective upon the approval and adoption by the City Council of the City of Vestavia Hills, Alabama.

RESOLVED, DONE, ORDERED, APPROVED and ADOPTED, on this the 20th day of April, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk



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

April 20, 2026

To: Jeff Downes, City Manager

From: Zach Clifton, Finance Director

Cc:

RE: Public Hearing - Ordinance Number 3334 - An Ordinance authorizing the Mayor and City Manager to purchase an OpenGov Financial Management ERP System and execute any and all documents to implement said system

Background:

As the City continues to grow and innovate with new technologies, there is a need to move to a cloud-based ERP software that utilizes the newest technology, integrates with all other systems, and automates workflows. The City has implemented OpenGov software for permitting, budgeting, transparency/reporting, and asset management purposes. OpenGov has a Financial Management System that interfaces with all existing suites, as well as all other programs that are in use throughout the City. The ability to automate workflows between these systems will reduce manual inputs and redundancy of processes between departments. With a goal to implement this system by January 1, 2027, a start date of May 2026 will be vital to this goal's execution. The OpenGov implementation team has the ability to begin implementation efforts in this time frame if we can commit to the project prior to the beginning of the next fiscal year. The FY26 cost to begin implementation

is \$108,000 (\$44,000—software and \$64,000 — professional services). The recurring annual cost for use of the software is \$185,000 (with a future escalation clause) and a one-time FY27 professional service implementation and integration fee of \$150,000. The contract period is 17 months, with an optional renewal over 5 additional years, and falls within the software and sole source exemption from the competitive bid law.

Recommendation:

The City staff review team recommends that the City Council give approval to allow immediate project commencement and authorize execution of project documents contingent on the City Attorney's approval as to the form of the documents.

Fiscal Impact:

Given a projected excess of revenues over expenditures, as well as the timing of larger projects, in the City Capital Projects Fund, the FY 26 cost of \$108,000 can be absorbed within the FY26 Capital Projects Fund Budget.

Attachments:

1. Vertosoft Quote for OpenGov City of Vestavia Hills AL
2. Financial ERP Software ROI
3. Vestavia Hills, AL _ OpenGov Financial Management _ Financials Demonstration
4. Ordinance 3334



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/8/2026, 11:09 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Vestavia Hills, AL

Initial term quote (05/01/2026-09/30/2027) and Optional renewal years

Contract: TIPS Technology Solutions: 250106

Quote #: Q-21311
Expires On: 4/30/2026

Ship To
Brian Davis
Public Services Attn: Jeff Downes
jdownes@vhal.org

Quote For:
Name: Jeff Downes
Company: City of Vestavia Hills, AL
Email: jdownes@vhal.org
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/1/2026
Overall POP End Date: 9/30/2032

Initial Term 1 5/1/2026 - 9/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEB-B150200M-AR-3Y	Financials Expert Services: Accelerate - Between \$150-200 Million - 3Y	1.00	\$9,403.24	\$9,403.24
OG-TWIS-B150200M-AR-3Y	OpenGov Financial Management and Budgeting - Between \$150-200 Million - 3Y	1.00	\$34,916.09	\$34,916.09
OG-TWEW-B150200M-OT-0Y	Professional Services Deployment - Fixed Fee - Between \$150-200 Million - 0Y	325.00	\$151.88	\$49,361.00
OG-T&E	OPENMARKET Reimbursable Travel and Expenses Billed as incurred and not to exceed	14,400.00	\$1.00	\$14,400.00
Term 1 TOTAL:				\$108,080.33

Initial Term 2

10/1/2026 - 9/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEB-B150200M-AR-3Y	Financials Expert Services: Accelerate - Between \$150-200 Million - 3Y	1.00	\$28,435.38	\$28,435.38
OG-TWIN-B150200M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$150-200 Million - 3Y	1.00	\$36,507.53	\$36,507.53
OG-TWIS-B150200M-AR-3Y	OpenGov Financial Management and Budgeting - Between \$150-200 Million - 3Y	1.00	\$120,564.63	\$120,564.63
OG-TWEW-B150200M-OT-0Y	Professional Services Deployment - Fixed Fee - Between \$150-200 Million - 0Y	974.00	\$151.88	\$147,931.12
Term 2 TOTAL:				\$333,438.66

Optional Renewal Term 3

10/1/2027 - 9/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEB-B150200M-AR-3Y	Financials Expert Services: Accelerate - Between \$150-200 Million - 3Y	1.00	\$29,857.15	\$29,857.15
OG-TWIN-B150200M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$150-200 Million - 3Y	1.00	\$38,332.92	\$38,332.92
OG-TWIS-B150200M-AR-3Y	OpenGov Financial Management and Budgeting - Between \$150-200 Million - 3Y	1.00	\$126,592.85	\$126,592.85
Term 3 TOTAL:				\$194,782.92

Optional RenewalTerm 4

10/1/2028 - 9/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEB-B150200M-AR-3Y	Financials Expert Services: Accelerate - Between \$150-200 Million - 3Y	1.00	\$31,350.00	\$31,350.00
OG-TWIN-B150200M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$150-200 Million - 3Y	1.00	\$40,249.56	\$40,249.56
OG-TWIS-B150200M-AR-3Y	OpenGov Financial Management and Budgeting - Between \$150-200 Million - 3Y	1.00	\$132,922.51	\$132,922.51
Term 4 TOTAL:				\$204,522.07

Optional RenewalTerm 5

10/1/2029 - 9/30/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEB-B150200M-AR-3Y	Financials Expert Services: Accelerate - Between \$150-200 Million - 3Y	1.00	\$32,917.51	\$32,917.51
OG-TWIN-B150200M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$150-200 Million - 3Y	1.00	\$42,262.03	\$42,262.03

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWIS-B150200M-AR-3Y	OpenGov Financial Management and Budgeting - Between \$150-200 Million - 3Y	1.00	\$139,568.62	\$139,568.62
Term 5 TOTAL:				\$214,748.16

Optional Renewal Term 6

10/1/2030 - 9/30/2031

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEB-B150200M-AR-3Y	Financials Expert Services: Accelerate - Between \$150-200 Million - 3Y	1.00	\$34,563.38	\$34,563.38
OG-TWIN-B150200M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$150-200 Million - 3Y	1.00	\$44,375.14	\$44,375.14
OG-TWIS-B150200M-AR-3Y	OpenGov Financial Management and Budgeting - Between \$150-200 Million - 3Y	1.00	\$146,547.04	\$146,547.04
Term 6 TOTAL:				\$225,485.56

Optional Renewal Term 7

10/1/2031 - 9/30/2032

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEB-B150200M-AR-3Y	Financials Expert Services: Accelerate - Between \$150-200 Million - 3Y	1.00	\$36,015.00	\$36,015.00
OG-TWIN-B150200M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$150-200 Million - 3Y	1.00	\$46,593.90	\$46,593.90
OG-TWIS-B150200M-AR-3Y	OpenGov Financial Management and Budgeting - Between \$150-200 Million - 3Y	1.00	\$153,874.39	\$153,874.39
Term 7 TOTAL:				\$236,483.29

Initial term total: \$441,518.99
Optional Renewal terms to follow

Grand Total: \$1,517,540.99

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Hard Cost Recovery

Recovery Area	Current Cost	OpenGov Cost	Annual Recovery
Finance labor recovery – AI invoice capture – Automated data imports from: OpenGov Permitting & Licensing Timekeeping & other payroll tasks OpenGov Reporting & Transparency OpenGov Budgeting – Bank & permit reconciliations – Project management enhancements – Improved fixed assets & asset management system connectivity	\$51,000	\$4,000	\$47,000
Finance labor avoidance – Reduction of AP team	\$130,000	N/A	\$130,000
Increased bid competition – No charge vendor bidding across a nationwide network increases competition	N/A	Estimated	\$30,000-\$300,000
Procurement labor recovery	N/A	Estimated	\$40,000-\$70,000
Automated solicitations, evaluations & awards, contracts and end-to-end workflows	N/A	N/A	N/A
TOTAL POSSIBLE ANNUAL SAVINGS			\$247,000-\$547,000

Citizen Impact

Feature	Impact on Residents/Businesses
No vendor fees	More local business participation & lower project costs
AI invoice capture	City vendors (local businesses) paid on time, every time
Automated workflows	City staff available to focus on customer service rather than data entry

Inter-Departmental Efficiencies

Feature	Impact on City Staff
Contract templates	Process automation, along with the provision of an inclusive living repository for contracts, results in a significant reduction of duplicative processes among City staff
Certificate of Insurance management	
Contract analysis	
DocuSign capabilities	

Fiscal Impact

A Q2 implementation start date includes a *66% Year 1 discount, and a *34% Year 2 & 3 discount. Therefore, the FY 26 (current year) fiscal impact of OpenGov ERP would be \$50,000-\$100,000. Due to timing of expenses for our capital plan, this cost can be absorbed without issue.

Subscription Year	Software	Professional Services	Gross Cost	Net Fiscal Savings
FY 2026	\$50,000*	\$50,000	\$100,000	–
FY 2027	\$97,000+	\$150,000	\$247,000	Up to \$300,000
FY 2028	\$101,000+	–	\$101,000	\$146,000-\$446,000



Vestavia Hills, AL

Financial Management Demonstration



THE PUBLIC SERVICE PLATFORM

AI and ERP Solutions For Local and State Government



Works the Way Government Works

Interconnected, cross-functional, and mission-critical.



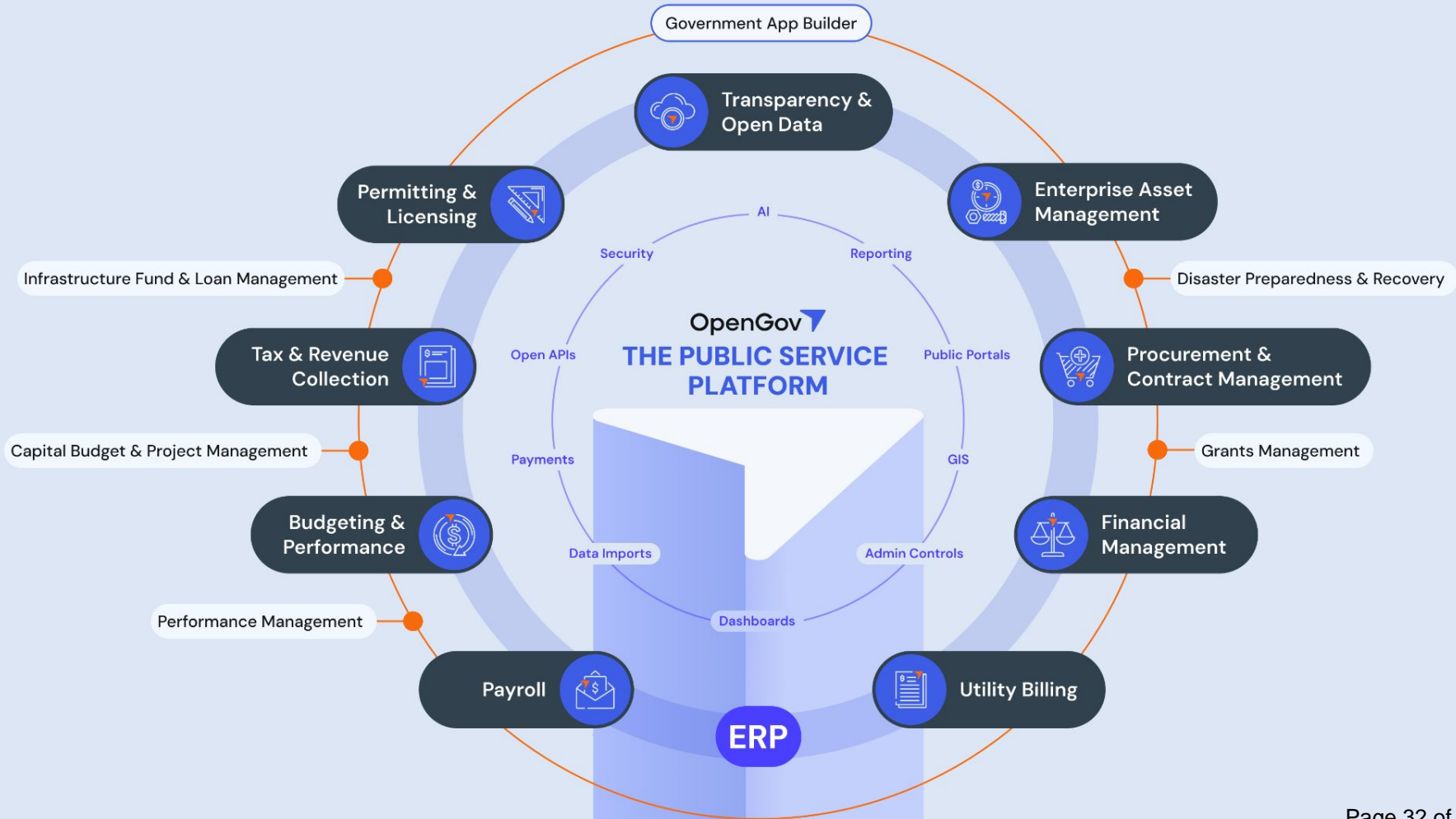
Built for High-Performance Government

Break down silos and drive better outcomes across departments.



Transparency Meets Efficiency

Faster decisions, inside-out transparency, and maximum impact for every dollar.



OpenGov Financial Management



General Ledger

Centralized Multi-Fund Accounting System



Accounts Payable

Auto-routing approval-driven with digital attachments



Accounts Receivable

Track and manage receivables with reporting and a centralized customer file



Cash Receipts

Digital processes supporting a variety of cashier drawers



Bank Reconciliation

Automated matching speeds through reconciliation



Fixed Assets

Automated asset depreciation calculations



Financial Reporting

Financial, budget, and performance reports for any user



Source-to-Pay Requisitions

Integrated Requisition, Procurement, Contract Management and Purchasing



Procurement

Automated end-to-end procurement for more, faster, equitable bids



Utility Billing

Public portal with automated customer communications



Budgeting & Performance

Collaborative year-round budget management software



Tax & Revenue

Consolidated revenue management slashing hours of processing time



What's Important to Vestavia Hills?

What is Important & Why

What is the most critical priority for Vestavia Hills:

- The most important takeaway from our discussion is the critical need for automatic data synchronization, specifically the automatic sync of data back to the Journal Entries, which currently requires manual effort every single morning.
- How about the rest of the Vestavia Hills team?

Current State

Critical Business Issues: Multiple Different Headaches

Current ERP processes are severely manual, lack proper controls, and is riddled with compliance risks:

- Financial Control Failures: Departments are operating "rogue" and purchasing items without formalized approvals, leading to significant risk. This is exacerbated because department heads cannot pull PO orders themselves for review.
- Manual AP & Tracking Burden: Invoices are manually keyed into the system, and all checks/ACH confirmations are manually scanned only into Tyler Content Manager, making the documentation inaccessible to the GL. This manual effort extends to bank reconciliation, which is done 1-on-1 on paper with a highlighter.
- Project Accounting Disconnect: The Town is manually tracking invoices tied to specific projects (e.g., police cars) but lacks a systemic way to manage this. Lump sum invoices are being manually broken out within the fixed assets module.
- Rigid System: Once a JE is posted, it is very hard to make changes to documents, severely inhibiting financial agility.

The Changing ERP Landscape

What You're Stuck With

Retrofit Systems

Big-name ERPs weren't built for you. They were built for corporations, then repackaged for the public sector.

Disconnected Tools

Budgeting in one system. Procurement in another. Reporting in spreadsheets. Nothing talks to each other.

Painfully Rigid Workflows

Need a new report? A new approval route? That'll take weeks and a support ticket.

Compliance Anxiety

Audit trails are scattered. Transparency is manual. Reporting is outdated the minute it's done.

Never-Ending Implementations

ERP projects that drag on for years, drain budgets, and still don't deliver.

What You Deserve

Government-First Software

OpenGov ERP was made *exclusively* for the way cities, counties, and districts work. No shortcuts. No retrofits.

One Unified Platform

From budget to contract to closeout, OpenGov ERP keeps your work, and your data, connected.

Configurable by You

No-code flexibility means you can move fast, adapt faster, and stay in-control without IT intervention.

Built-In Accountability

Fund accounting, live dashboards, audit-ready exports, and public portals—ready on day one.

Time to Value You Can Measure

We launch in months, not years—with a team that's walked in your shoes.



“We were running three different systems. With OpenGov, we can consolidate budgeting, business licensing, and finance into one platform. Seeing everything in one place is incredibly attractive for our team.”

- Ford Handley, City Manager & Finance Director // AL GFOA President

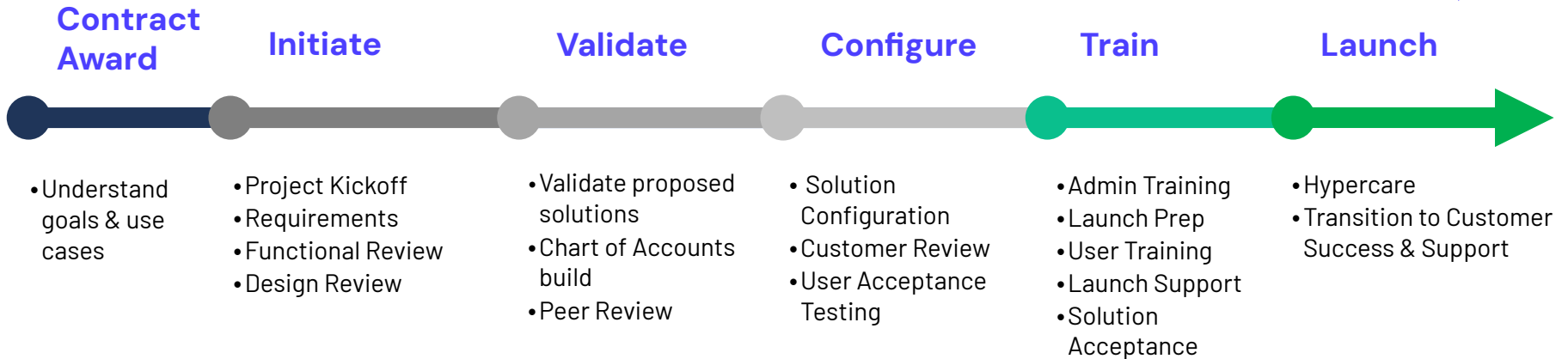
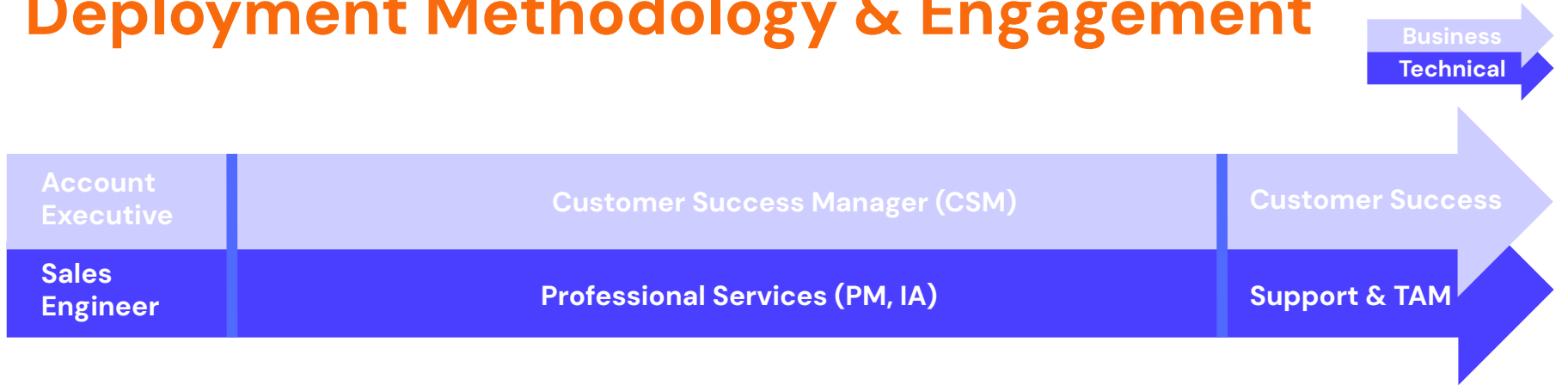


Support Services Overview

Your Trusted Partner for
Implementation **& Beyond**



Deployment Methodology & Engagement



Our Support Philosophy

3 Pillars to Ensure Customer Satisfaction & Success



Access to Government Experts

Our support team is comprised of former government:

- Finance Directors
- Chief Information Officers
- Procurement Directors
- Budget Analysts
- +more!



Customer Success

A dedicated Customer Success Manager to guide adoption, share best practices, and keep your team aligned with product updates and training.



Customer Support

Backed by 200+ years of public sector experience and 6 Stevie® Awards, our support team delivers fast, effortless help when you need it most.

OpenGov Support Overview



Offering	Standard
Unlimited Number of Support Cases per Year	✓
Unlimited Access to the OpenGov Help Center	✓
Unlimited Online access to the Support Request Portal	✓
Unlimited access to OpenGov University	✓
Access to Phone/Chat Support from 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓

Your Support Resources

- **User Groups + Conferences:** Talk shop with peers and learn directly from OpenGov experts.
- **Help Center:** Find quick answers with step-by-step articles and videos.
- **Live Webinars:** Join our experts to see new features and ask questions live.
- **Quarterly Releases:** Watch demos of the latest software updates—and what's coming next.
- **On-Demand Webinars:** Jump into free sessions on everything from performance to permitting.



OpenGov | Partnering for Success

Responsive Partnership – Throughout your Journey



Professional Services

Best-practice implementations from experienced partners



Award-Winning Support

200+ years of combined government and support experience with chat, email, web and phone support



Customer Success

Dedicated Customer Success manager ensuring your long-term success with OpenGov



OpenGov University

On-demand webinars and continuous learning, User Groups, Conferences and Quarterly Releases

OpenGov Expert Services

Your Mission, Supercharged!

This premium, high-touch program gives you ongoing access to strategic consultants who've sat in your seat—and are ready to roll up their sleeves.

Three Levels of Expert Services

Elevate: When you need a little boost

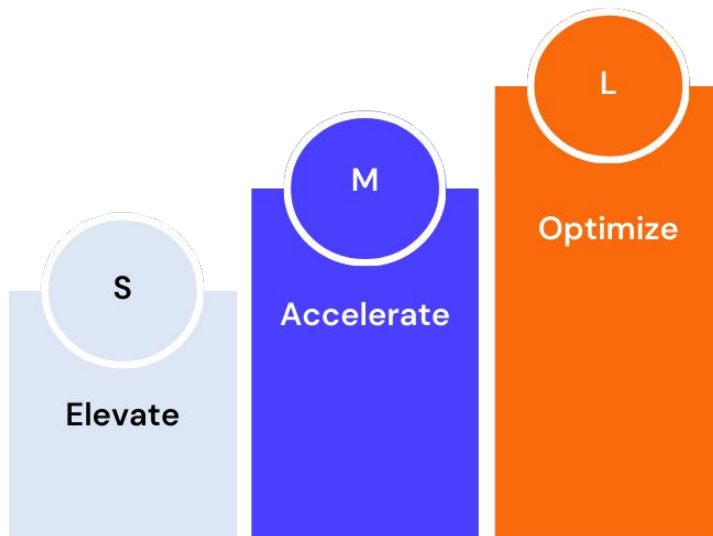
Refresher training, basic configuration, and more

Accelerate: When you're ready to run faster

Custom reporting, advanced support, and admin training

Optimize: When you're ready for the next level

Dedicated, ongoing support for strategic initiatives



Note: Elevate = Not available for FIN; Optimize = Not available for T&R



“OpenGov’s training and support have been outstanding. The onsite sessions, online academy, and ongoing refresher training set them apart. Their project managers and subject matter experts work hand in hand with our staff and communicate constantly, which has made this transition successful.”

- Ford Handley, City Manager & Finance Director // AL GFOA President

OpenGov 



TIPS-USA Contract

100-150M SKU

\$246,639 for Core Financials

\$49,273 for Procurement + Contract Management

OpenGov 

Investment Summary: Vestavia Hills, AL

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Software. All Future Software Enhancements, Fixes, Updates included

OpenGov Proposal – Vestavia Hills, AL				
Subscription Year	Months	Software	Professional Services	Annual Total
Apr 1, 2026 – Sept 31, 2026	6	~\$50,000	~\$50,000	~\$100,000
Oct 1, 2026 – Sept 30, 2027	12	~\$166,000	~\$150,000	~\$316,000
Oct 1, 2027 – Sept 30, 2028	12	~\$174,000		~\$174,000

OpenGov Pricing Includes:

- OpenGov Financial Management
 - Unlimited Users; with permission controls
 - General Ledger
 - Accounts Payable
 - Accounts Receivable
 - Purchase Orders
 - Purchase Cards
 - Requisitions
 - Cash Receipts
 - Fixed Assets
 - Bank Reconciliation
 - Unlimited Reporting
 - Contract Management ~\$7,000 (not included above)
 - Expert Services: TBD on Level
- Professional Services: Financial Management

OpenGov Pricing Includes:

- OpenGov Procurement
 - Unlimited Users; with permission controls
 - AI Solicitation Development
 - Supplier Portal; Free for Vendors
 - Evaluation & Awards
 - Contract Management
 - Contract Assembly
 - DocuSign E-Sig's
- Professional Services: Procurement

T&E Estimate: \$10,800

* Expiration of the current list price expires 3/30/2026 || *5% year over year software subscription increase for each additional years on contract length, standard for all OG contracts || ** OpenGov Contract is on an Annual Basis

Investment Summary: Vestavia Hills, AL

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Software. All Future Software Enhancements, Fixes, Updates included

OpenGov Proposal – Vestavia Hills, AL				
Subscription Year	Months	Software	Professional Services	Annual Total
Apr 1, 2026 – Sept 31, 2026	6	~\$50,000	~\$50,000	~\$100,000
Oct 1, 2026 – Sept 30, 2027	12	~\$187,000	~\$150,000	~\$337,000
Oct 1, 2027 – Sept 30, 2028	12	~\$196,000		~\$196,000

OpenGov Pricing Includes:

- OpenGov Financial Management
 - Unlimited Users; with permission controls
 - General Ledger
 - Accounts Payable
 - Accounts Receivable
 - Purchase Orders
 - Purchase Cards
 - Requisitions
 - Cash Receipts
 - Fixed Assets
 - Bank Reconciliation
 - Unlimited Reporting
 - Contract Management ~\$7,000 (not included above)
 - Expert Services: TBD on Level
- Professional Services: Financial Management & Procurement

OpenGov Pricing Includes:

- OpenGov Procurement
 - Unlimited Users; with permission controls
 - AI Solicitation Development
 - Supplier Portal; Free for Vendors
 - Evaluation & Awards
 - Contract Management
 - Contract Assembly
 - DocuSign E-Sig's
- Professional Services: Procurement

T&E Estimate: \$10,800

* Expiration of the current list price expires 6/30/2026 || *5% year over year software subscription increase for each additional years on contract length, standard for all OG contracts || ** OpenGov Contract is on an Annual Basis

ORDINANCE NUMBER 3334

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO PURCHASE AN OPENGOV FINANCIAL MANAGEMENT ENTERPRISE RESOURCE PLANNING SYSTEM AND EXECUTE ANY AND ALL DOCUMENTS TO IMPLEMENT SAID SYSTEM

WHEREAS, As the City continues to grow and innovate with new technologies, there is a need to move to a cloud-based enterprise resource planning (“ERP”) software that utilizes the newest technology, integrates with all other systems, and automates workflows; and

WHEREAS, the City of Vestavia Hills (“the City”) has implemented OpenGov software for permitting, budgeting, asset management and transparency/reporting purposes; and

WHEREAS, OpenGov has an ERP module that interfaces with the City’s existing suite of OpenGov software solutions, as well as other existing City software such as UKG Telestaff; and

WHEREAS, the system would have the ability to automate workflows between these systems, which will reduce manual inputs and redundancy of processes between departments; and

WHEREAS, the OpenGov implementation team has the ability to begin implementation efforts in this time frame if we can commit to the project prior to the beginning of the next fiscal year. The FY26 cost to begin implementation is \$108,000 (\$44,000—software and \$64,000 — professional services). The recurring annual cost for use of the software is \$185,000 (with a future escalation clause) and a one-time FY27 professional service implementation and integration fee of \$150,000. The contract period is 17 months, with an optional renewal over 5 additional years, and falls within the software and sole source exemption from the competitive bid law; and

WHEREAS, upon review, the City staff review team recommends that the City Council give approval to a supplemental appropriation to allow immediate project commencement and authorize execution of project documents contingent on the City Attorney's approval as to the form of the documents and

WHEREAS, given a projected excess of revenues over expenditures, as well as the timing of larger projects, in the City Capital Projects Fund, the FY26 cost of \$108,000 can be absorbed within the FY26 Capital Projects Fund Budget; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to begin implementation of said software in anticipation of the FY26 fiscal year as described above.

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

1. The Mayor and City Manager are hereby authorized to take all actions necessary in order to secure the implementation of said OpenGov Financial Management ERP software at a cost not to exceed \$108,000; and
2. Said expense shall be absorbed by the FY26 Capital Projects Budget; and
3. This Ordinance Number 3334 shall become effective immediately following adoption by the City Council, following publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED AND APPROVED this the 20th day of April, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3334 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of April, 2026, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2026.

Umang Patel
City Clerk



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

April 20, 2026

To: Jeff Downes, City Manager

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Resolution Number 5626 - A Resolution approving Amendment 772 for Edgar's Old-Style Bakery, Inc. for an incentive agreement for the construction of an Edgar's Bakery

Background:

The residentially zoned property located at 3101 Timberlake Road was purchased by Edgar's Old-Style Bakery, Inc in December 2025 for \$1,200,000 and was rezoned to a B-2 use by City Council approval on January 21, 2026. They currently occupy a leased location at 3407 Colonnade Pkwy within the City of Birmingham corporate limits. They have an existing lease through 2029; however, they desire to relocate to the 3101 Timberlake Road location as soon as possible and operate within the City of Vestavia Hills corporate limits. To expedite this relocation, several extraordinary costs serve as a feasibility gap to the expedited move in addition to the costs associated with early termination of their lease. These include: underground stormwater detention due to the relatively small site, off-site improvements including widening of Timberlake Rd and addition of sidewalks on two sides of the property, asbestos removal and septic system remediation and connection to sanitary sewer mains. These extraordinary costs total

\$268,900 not including the time value of money and any contingencies. The total construction and land costs associated with the project are \$3,950,000. This feasibility gap represents 7% of the capital investment. Edgar's Bakery reports projected annual sales of \$2,750,000 at this location which has been validated for comparable store sales. There is no expected cannibalization of existing Vestavia Hills business sales for the area. It is proposed that the City of Vestavia Hills provide a rebate of actual retail sales taxes collected from the bakery over six years at 46.875% of actual local sales taxes paid (this represents half of non-educational/dedicated local sales taxes.) The cumulative and maximum rebate would total \$275,000 satisfying the feasibility gap plus a small concession for construction contingencies and the time value of money.as

Recommendation:

Fiscal Impact:

Attachments:

1. Resolution 5626
2. Executive Summary of Edgar's Bakery Timberlake Location 2026

STATE OF ALABAMA
JEFFERSON COUNTY

CERTIFICATE OF CITY CLERK

_____, 2026

I, the undersigned, do hereby certify that: (1) I am the duly elected, qualified and acting Clerk of the City of Vestavia Hills, Alabama (the "City"), (2) as City Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf, (3) the attached and following pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the City duly held on _____, 2026, the original of which is on file and of record in the minute book of the City Council in my custody, (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the City Council on such date, and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City of Vestavia Hills, Alabama, and have affixed the official seal of the City, on the above date.

City Clerk of the City of Vestavia Hills,
Alabama

SEAL

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**

**Economic Development Grant Agreement
for
Edgar's Old-Style Bakery, Inc.**

The City Council of the City of Vestavia Hills, Alabama met in regular public session at City Hall in the City of Vestavia Hills, Alabama, at 5:30 p.m. on _____, 2026.

The meeting was called to order by the Mayor, and the roll was called with the following results:

Present: Ashley Curry, Mayor
Rusty Weaver, Mayor Pro-Tempore
Kimberly Cook
Ali Pilcher
Michael Vercher

Absent:

* * *

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the Mayor stated that the following resolution was first introduced in writing and read by the City Council during the regular meeting of the City Council on _____2026, whereupon such resolution was introduced by the Mayor and read a second time, as follows:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN
ECONOMIC DEVELOPMENT GRANT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
EDGAR'S OLD-STYLE BAKERY, INC.

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

ARTICLE 1

Definitions

For purposes hereof:

Agreement means the Economic Development Grant Agreement by the City and Edgar's Old-Style Bakery, Inc., as the initial Beneficiary, attached to this Resolution as Exhibit A.

Amendment No. 772 means Section 94.01 of the Constitution of Alabama of 2022, as initially ratified, and amended, as Amendment No. 772 to the Constitution of Alabama of 1901, as amended.

Bond Counsel means Maynard Nexsen PC.

City means the City of Vestavia Hills, Alabama.

Council means the governing body of the City.

Public Notice means the notice attached to this Resolution as Exhibit B.

Subject Real Property shall have the meaning set forth in the Agreement.

ARTICLE 2

Representations

The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

- (a) The delivery and performance of the Agreement by the City will provide for the economic growth and economic development of the City in furtherance of the public interest thereof.
- (b) The expenditure of public funds for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.
- (c) The City caused the Public Notice to be published on _____, 2026 in *The Alabama Messenger*, which newspaper is in circulation in the City.
- (d) The aggregate indebtedness of the City (including without limitation the Total City Commitment under the Agreement) which will be outstanding under, and chargeable against the limitation upon indebtedness prescribed by, Amendment No. 772 on the Effective Date of the Agreement will not exceed fifty percent (50%) of the assessed valuation of the taxable property of the City as assessed for state taxation for the tax year ending September 30, 2025.
- (e) As determined in the exercise by the City of its general police power, it is necessary, wise and in the best interest of the health, morals, comfort and welfare of the community and the City to provide for the use of the Subject Real Property in accordance with the terms of the Agreement.

ARTICLE 3

The Agreement

(a) The Council approves and authorizes the terms and provisions of, the representations and warranties of the City set forth in, and the obligations and transactions to be undertaken by the City pursuant to, the Agreement, with such changes thereto (by addition or deletion) which (i) do not (individually or in the aggregate) create any additional obligation, or extend or increase any stated obligation, of the City under the Agreement and (ii) the officers of the City conclusively approve by execution and delivery of the Agreement as provided by this Resolution.

(b) The Council authorizes and directs the Mayor, City Manager, Finance Director, and City Clerk of the City to:

- (i) execute under seal, register, and attest the Agreement;
- (ii) execute, deliver, file and record such certificates, documents and notices with respect to such matters of fact as Bond Counsel determines to be necessary in connection with the Agreement;
- (iii) deliver the Agreement when advised by Bond Counsel; and
- (iv) effect the performance of the Agreement.

ARTICLE 4

Ratification

The Council ratifies and confirms all prior action taken, and all certificates, documents, proceedings and public notices delivered or published, by or on behalf of the City in furtherance of the purposes of this Resolution, the Agreement, and the transactions herein authorized.

ARTICLE 5
Effect of Resolution

The Council authorizes this Resolution to take effect immediately and repeals any provision of any resolution, order, ordinance, or proceeding of the City to the extent of any conflict or inconsistency thereof with the provisions of this Resolution.

Exhibit A

Economic Development Grant Agreement

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
(EDGAR'S OLD-STYLE BAKERY, INC.)**

Effective Date: _____, 2026

CITY OF VESTAVIA HILLS, ALABAMA

and

EDGAR'S OLD-STYLE BAKERY, INC.

The ownership of this Agreement, and the within-referenced City Incentive Obligations, is vested solely in the Person in whose name this Agreement is then most recently registered by the City on the Registration of Ownership and Address hereon.

The within-referenced Beneficiary of this Agreement may transfer (in whole and not in part) this Agreement only in compliance with the provisions of this Agreement, applicable federal and state securities law, and subject to all defenses and rights of the City at law or in equity. This Agreement has not been registered under the Securities Act of 1933, as amended, in reliance upon applicable exemptions.

This Agreement was prepared by Heyward C. Hosch and Ann W. Todd of Maynard Nexsen PC.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
(EDGAR’S OLD-STYLE BAKERY, INC.)**

This Agreement is made and delivered on the Effective Date by:

City: City of Vestavia Hills, Alabama

Beneficiary: Edgar’s Old-Style Bakery, Inc., and successors thereto under this Agreement

ARTICLE 1

Consideration and Purpose of Agreement

The City and the Beneficiary have delivered this Agreement pursuant to Amendment No. 772 to the Constitution of Alabama of 2022 to provide for the payment by the City to the Beneficiary of the within City Incentive Obligations in consideration of the establishment by the Beneficiary of the within Subject Facility and the public benefits of increased local employment opportunities and public revenues to accrue therefrom.

ARTICLE 2

Definitions

For purposes of this Agreement:

Agreement Term means a period of six (6) consecutive Annual Incentive Periods.

Alabama Constitution means the Constitution of Alabama of 2022.

Amendment No. 772 means Section 94.01 of the Constitution of Alabama of 2022, as initially ratified, and amended, as Amendment No. 772 to the Constitution of Alabama of 1901, as amended.

Annual Economic Incentive Amount means, for each Annual Incentive Period, an amount equal to 46.875% of the amount the City determines to have been actually received by the City as net proceeds of the Applicable City Sales Tax solely from the Subject Facility during such Annual Incentive Period, less and except the amount of such proceeds received by the City from any increase in the rate of the Applicable City Sales Tax made by the City after the Effective Date.

Annual Incentive Payment Certificate means the Certificate attached hereto as APPENDIX II.

Annual Incentive Payment Date means that date which occurs after the later of (i) the 45 days after the last day of an Annual Incentive Period or (ii) 30 days after the date of receipt by the City of the Annual Incentive Payment Certificate.

Annual Incentive Period means each of the following annual periods which occurs during the Agreement Term:

- (i) the period which begins on the first day of the month in which occurs the Date of Commencement and ends on the last day of the 13th consecutive month thereafter, and
- (ii) each successive period thereafter which begins on the first day of the month which next succeeds the last day of the immediately preceding Annual Incentive Period and ends on the last day of the 12th consecutive month thereafter.

Applicable City Sales Tax means the privilege license (sales) tax levied by the City pursuant to Section 16-26 of Article III of Chapter 16 of the Code of Ordinances of the City of Vestavia Hills, Alabama at rates in effect on the Effective Date.

Beneficiary means, on any date of determination, the Person in whose name this Agreement is then most recently registered on the Registration of Ownership as determined and provided in Article 4.

City Incentive Obligations means collectively the agreements, covenants and obligations of the City pursuant to Article 5 of this Agreement.

Date of Commencement means the date on which a certificate of occupancy issued by the City for any Person located within the Project shall have become effective.

Effective Date means _____, 2026.

Governmental Authority means any agency, authority, board, bureau, commission, court, department, or instrumentality of the (i) United States of America, (ii) the State, or (iii) any county, municipality, political subdivision or public corporation established or organized under the Alabama Constitution and laws of the State.

Person means any individual, corporation, general or limited partnership, joint venture, limited liability company, limited liability partnership association, trust, unincorporated organization, or Governmental Authority.

Prohibited Use means any activity, conduct, business or trade operation, or other use, which the City determines, (a) contravenes the economic development purposes for which the City is undertaking its obligations and duties hereunder in accordance with its power and authority under Amendment No. 772 for the provision of public funds, or (b) in the exercise of the general police power thereof, is in violation of the zoning ordinances of the City, constitutes a private or public nuisance, or is otherwise injurious to the health, morals, comfort or welfare of the community and the City, including without limitation any such activity which involves any of the following: (i) the distribution, provision, or sale of narcotics and related apparatus or paraphernalia, (ii) the distribution, provision or sale, of tangible personal property by bargain, discount, fire-sale, liquidation, pawn or flea-market, surplus, or thrift operations, (iii) the provision of amusement, entertainment, services, or tangible personal property, of a prurient or salacious nature, (iv) the provision of practices related to the occult and the supernatural, (v) the provision of body-piercing, tattoo, and similar services, and (vi) the provision of services relating to the voluntary termination of human life.

Registration of Ownership means the Registration of Ownership and Address attached hereto.

State means the State of Alabama.

Subject Facility means the commercial and retail facilities to be established by the Beneficiary on the Subject Real Property.

Subject Real Property means the real property located at 3101 Timberlake Road in the City and described in APPENDIX I.

Total City Commitment means the amount of \$275,000.

ARTICLE 3

Representations

Section 3.01 Issuance of Agreement Pursuant To Amendment No. 772

The City certifies and recites that this Agreement, and the obligations and undertakings of the City herein, are issued and undertaken under the authority of Amendment No. 772 for the provision of funds to be used in furtherance of the power and authority authorized thereunder.

Section 3.02 The City

(a) The City delivers this Agreement on the Effective Date pursuant to the authorization hereof by proceedings duly had and taken by the governing body thereof under the authority of Amendment No. 772 and the applicable laws of the State, and having found and determined precedent thereto: (i) no approval of, or filing with, any Governmental Authority is required for the validity, or performance by the City, of this Agreement; (ii) no litigation is pending, or threatened in writing, in which a result adverse to the City would have a material and adverse effect upon the validity, or performance by the City, of this Agreement; and (iii) the delivery and performance of this Agreement by the City will not cause or result in a default or violation under any contractual agreement, or order or ruling of any Governmental Authority, binding upon, or in effect with respect to, the City.

(b) The City recites, certifies and declares that the City Incentive Obligations to be paid and performed pursuant to this Agreement are lawfully due without condition, abatement or offset of any description, that this Agreement has been registered in the manner provided by law, that all acts, conditions and things required by the Alabama Constitution and laws of the State to happen, exist and be performed precedent to the authorization, execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the amount of the Total City Commitment, together with all other indebtedness of the City, are within every debt and other limit prescribed by the Alabama Constitution and laws of the State.

(c) The City has determined, in the exercise of its general police power, that it is necessary, wise and in the best interest of the health, morals, comfort and welfare of the community and the City to provide for the use of the Subject Real Property in accordance with the terms of this Agreement.

Section 3.03 The Beneficiary

The Beneficiary delivers this Agreement on the Effective Date pursuant to due authorization thereof in compliance with the applicable laws of the state of organization of the Beneficiary, and having found and determined precedent thereto: (i) the Beneficiary has made all filings and notices, and obtained all approvals or consents of, any Governmental Authority required for the business operations of the Beneficiary in the State and the validity, and performance by the Beneficiary, of this Agreement; (ii) no litigation is pending, or threatened in writing, in which a result adverse to the Beneficiary would have a material and adverse effect upon the validity, or performance by the Beneficiary of, this Agreement; and (iii) the delivery and performance of this Agreement by the Beneficiary will not cause or result in a default or violation under any contractual agreement or order or ruling of any Governmental Authority binding upon, or in effect with respect to, the Beneficiary.

ARTICLE 4

Construction, Ownership, Transfer, and Termination of this Agreement

Section 4.01 Construction of Agreement

For purposes of this Agreement:

- (1) the terms “agree”, “shall”, and “will” when used in this Agreement with respect to the observance or performance of any agreement, duty or requirement to take, or forebear from taking, any action by the City or the Beneficiary means that such agreement, duty or requirement is imperative and enforceable by available remedies at law or in equity against the Person charged therewith;
- (2) all references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this Agreement as originally executed;
- (3) the terms “in this Agreement,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, term or provision;
- (4) the Article and Section headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 4.02 Ownership and Enforcement of Agreement

The City, the Beneficiary and each Person who shall at any time be a Beneficiary of this Agreement hereby covenant and agree that the Person in whose name the ownership of this Agreement is then most recently registered on the Registration of Ownership is, and shall be treated as, the only Person entitled to be paid the Annual Economic Incentive Amounts and to receive the benefit of the City Incentive Obligations, and such Person shall thereupon have, and may exercise, as a party hereto and as a third-party beneficiary hereof, all rights and remedies provided by this Agreement and the applicable laws of the State for the enforcement of the observance and performance by the City of the City Incentive Obligations.

Section 4.03 Assignment and Pledge of, without Delegation of Duties under, this Agreement

The City and the Beneficiary agree and covenant that such Beneficiary, acting as a transferor may, in its judgement assign or pledge (in whole and not in part) this Agreement, and the right title and interest thereof in and to the City Incentive Obligations, without delegation of any duties or obligations of the Beneficiary made in this Agreement, to any Person, acting as assignee, only upon the presentation of this Agreement to the Finance Director of the City for endorsement on the Registration of Ownership of the date of such assignment or pledge or and the name and address of such assignee, as the payee of the Annual Economic Incentive Amounts.

Section 4.04 Transfer of, and Delegation of Duties under, this Agreement

The City and the Beneficiary agree and covenant that such Beneficiary, acting as a transferor may, in its judgement transfer (in whole and not in part) this Agreement, and the right title and interest thereof in and to the City Incentive Obligations, with delegation of the duties and obligations of the Beneficiary made in this Agreement, to any Person, acting as transferee, only upon (i) the prior consent of the City thereto by resolution of the governing body of the City and (ii) the presentation of this Agreement to the Finance Director of the City for endorsement on the Registration of Ownership of the date of such transfer and delegation and the name and address of such transferee, as the successor as Beneficiary of this Agreement.

Section 4.05 Special Agreements and Provisions for Assignment, Pledge and Transfer of this Agreement

The City and the Beneficiary agree and covenant:

- (1) each Person who acquires, or succeeds to, the interest of the Beneficiary in this Agreement, as assignee, pledgee, or transferee, shall be subject to all defenses and rights of the City at law or in equity then applicable in the premises and to all payments of the Annual Economic Incentive Amounts theretofore made by the City; and
- (2) this Agreement does not constitute a “negotiable instrument” within the meaning, or for the purpose of, Article 3 of the Alabama Uniform Commercial Code; and
- (3) a transferee of this Agreement will not have the rights and remedies of a “holder in due course” provided by, Article 3 of the Alabama Uniform Commercial Code; and
- (4) this Agreement does not constitute a “financial asset” or a “security” within the meaning or for the purpose of, Article 8 of the Alabama Uniform Commercial Code; and
- (5) a transferee of this Agreement will not have the rights or remedies of a “purchaser” or “bona fide purchaser” provided by Article 8 of the Alabama Uniform Commercial Code.

Section 4.06 Term and Termination of Agreement

The City and the Beneficiary agree that this Agreement, and all agreements, obligations and undertakings herein, will become effective on the Effective Date and will continue in full force and effect thereafter during the Agreement Term until and including the first to occur of either of the following dates, whereupon this Agreement and all such agreements, obligations and undertakings will forthwith terminate and be discharged, without recourse:

- (1) the date on which the City shall have paid to the Beneficiary an aggregate amount of Annual Economic Incentive Amounts equal to the Total City Commitment, without regard to whether such date of payment precedes the final date of the Agreement Term; or
- (2) the date on which the City shall have paid to the Beneficiary the total amount of Annual Economic Incentive Amounts that shall have become due and payable during the Agreement Term, without regard to whether such total amount of Annual Economic Incentive Amounts is less than the Total City Commitment.

ARTICLE 5

Annual Economic Incentive Amounts

Section 5.01 Payment of the Annual Economic Incentive Amount

The City authorizes, directs and orders the Finance Director of the City:

- (1) to determine, on or before each Annual Incentive Payment Date, the Annual Economic Incentive Amount to be due and payable on such date; and
- (2) to pay to, or at the written direction of, the Beneficiary on each Annual Incentive Payment Date, upon presentation to the Finance Director of the Annual Incentive Payment Certificate, in lawful currency of the United States of America immediately available and without interest, the Annual Economic Incentive Amount determined to be due and payable on such date.

Section 5.02 Nature of Obligation of City

The City and the Beneficiary agree the obligation of the City for the payment of the Annual Economic Incentive Amount in each separate Annual Incentive Period is:

- (1) contingent upon the receipt of net proceeds of the Applicable City Sales Tax from retail operations within the Subject Facility; and
- (2) subject to (i) all prior charges upon, and pledges of, the proceeds of the Applicable City Sales Tax; and(ii) the prior payment, to the extent necessary and provided by the laws of the State, from the Annual Economic Incentive Amount for such Annual Incentive Period of the reasonable and necessary governmental expenses of operating the City; and (iii) the application of bankruptcy, insolvency, moratoria, reorganization, and similar laws providing for creditors' rights; and
- (3) payable on an equal and proportionate basis of payment with general obligation indebtedness of the City.

Section 5.03 Provision of Information to Beneficiary

The City agrees to provide to the Beneficiary, within ten business days of written request therefrom, and to the extent permitted by applicable federal and State law, such information respecting the determination of the Annual Economic Incentive Amount for any Annual Incentive Period as the Beneficiary may reasonably request.

Section 5.04 Special Agreement of the Beneficiary

The Beneficiary covenants and agrees, for the direct benefit of the City and the Beneficiary, that the Beneficiary will pay to the Beneficiary, immediately upon receipt and in immediately available funds, the entire amount of any Annual Economic Incentive Amount that may be received by the Beneficiary at any time when the Beneficiary is not the Beneficiary.

Section 5.05 No Recourse to Officers, Councilors, Employees of City

The City and the Beneficiary agree that no covenant or agreement contained in this Agreement will operate, or be construed, as a covenant or agreement of any officer, agent, employee, or member of the governing body, of the City in the individual capacity thereof and none of such persons shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the delivery of this Agreement.

ARTICLE 6

Obligations of Beneficiary

Section 6.01 Indemnity of City

The Beneficiary covenants and agrees, in consideration of the receipt of the Annual Economic Incentive Amounts:

- (1) to defend, protect, indemnify, and hold harmless the City, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the negligent misconduct of the City, its agents, employees, and members of its governing body: (i) any construction activity performed by Beneficiary, or anyone claiming by through, or under Beneficiary ; and (ii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of the Project, including, without limitation, tenants, customers and invitees of the Project or Beneficiary; and
- (2) the agreements and covenants in this Article shall survive the termination of this Agreement with respect to events or occurrences happening prior to or upon the termination of this Agreement and shall remain in full force and effect until commencement of an action with respect to any thereof shall be prohibited by law.

Section 6.02 Special Agreement: Use of the Subject Real Property

The Beneficiary covenants and agrees, in consideration of the use of the Annual Economic Incentive Amounts for the benefit of the Project, and pursuant to the authority of the City under Amendment No. 772 and the general police power of the City, that during the Agreement Term the Beneficiary will not, and will not allow or suffer any Person to, use the Subject Real Property (or any part thereof) for any Prohibited Use.

Section 6.03 Special Agreement: Transfer of Interest in the Subject Real Property

The Beneficiary covenants and agrees, in consideration of the use of the Annual Economic Incentive Amounts for the benefit of the Project, that during the Agreement Term the Beneficiary will not divest or transfer (whether by deed, lease, easement, license or other) any interest in and to the Subject Real Property to or for the benefit of any Person (other than a Governmental Authority) unless prior to, or simultaneously with, such divestiture or transfer the Beneficiary delivers to the City the Certificate attached as APPENDIX IV appropriately completed and duly authorized and executed by the proposed transferee of such interest.

ARTICLE 7

Remedies

The City and the Beneficiary shall have and may exercise all rights and remedies available at law or in equity under the laws of the State for the conservation, enforcement and protection of the respective rights and interests thereof under this Agreement to the extent the exercise thereof does not violate any applicable provision of law in the premises.

ARTICLE 8

Amendment

The City and the Beneficiary agree the definitions, provisions and terms of this Agreement may be amended only by written agreement duly authorized, executed and delivered by the City and the Beneficiary.

ARTICLE 9

Provisions of General Application

The City and the Beneficiary (each a “party”) covenant and agree as follows:

- (a) **Governing Law:** This Agreement is governed by, and will be construed in accordance with, the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Binding Effect:** This Agreement is enforceable by, and binding upon, the respective successors and assigns of each party.
- (c) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute the same agreement.
- (d) **Enforceability:** If any provision herein shall be unenforceable, the remaining provisions hereof will not be affected thereby and will remain in full force and effect.
- (e) **Notices; Delivery:** Any notice given hereunder must be delivered as provided on APPENDIX III.
- (f) **No Jury Trial:** Each party (i) irrevocably waives, to the extent permitted by law, any right to trial by jury in any action or proceeding under, or related to, this Agreement and (ii) agrees that no Person has represented (by expression or implication) that a party hereto would not seek to enforce such waiver in the event of litigation.
- (g) **No Joint Venture:** This Agreement does not operate, and cannot be construed, to create a joint venture or partnership by or among the parties.
- (h) **No Other Beneficiaries:** This Agreement is solely for the benefit of the parties and the successors and assigns thereof, and any stated third-party beneficiary, and no other Person has or may enforce any benefit, interest or rights under or by virtue of this Agreement.
- (i) **Final and Full Contract:** This Agreement constitutes the final and full contractual agreement of the parties and replaces and supersedes all prior or other agreements (written or oral) relating to the subject matter hereof.

EXECUTION AND REGISTRATION BY CITY

IN WITNESS WHEREOF, the City has caused this Agreement to be executed under seal and attested in the name of the City on the Effective Date by officers thereof duly authorized thereunto.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Mayor

By: _____
City Manager

S E A L

ATTEST: _____
City Clerk

EXECUTION BY BENEFICIARY

IN WITNESS WHEREOF, the Beneficiary has caused this Agreement to be executed under seal on the Effective Date by an officer or legal representative thereof duly authorized thereunto.

EDGAR'S OLD-STYLE BAKERY, INC.

By: _____

Its: _____

REGISTRATION OF OWNERSHIP AND ADDRESS

The Finance Director of the City hereby certifies that the interest of the Person last named below as the Beneficiary of this Agreement has been duly registered in the financial records of the City.

<u>Date of Registration</u>	<u>Name, Contact Person, Address of Beneficiary</u>	<u>Finance Director</u>
_____, 2026	Edgar's Old-Style Bakery, Inc.	

APPENDIX I

Subject Real Property

APPENDIX II

Request for Payment of Annual Incentive Payments

Request for Payment of Annual Incentive Payments

From: _____, as Beneficiary

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Economic Development Grant Agreement dated _____, 2026, by City of Vestavia Hills, Alabama and Edgar’s Old-Style Bakery, Inc.**

The undersigned represents to the City:

(1) the undersigned is the Person most recently registered as the Registered Owner of the above Agreement; and

(2) in full compliance with the agreements and covenants thereof under the Agreement and with all applicable ordinances and regulations of the City applicable thereto; and

(3) requests payment to the undersigned by the City of the Annual Incentive Payment, as determined by the City as provided in the Agreement, for the following Annual Incentive Period:

_____, 20__ to _____ 20__.

In Witness Whereof, the undersigned has caused this instrument to be executed in its name, under seal, by an officer thereof duly authorized thereunto.

as Beneficiary

By _____

Its _____

APPENDIX III

Notices

A. Addresses

- | | |
|--|---|
| 1. The City | 2. The Beneficiary |
| City of Vestavia Hills, Alabama
1032 Montgomery Hwy
Vestavia Hills, AL 35216
Attn: City Manager | Edgar's Old-Style Bakery, Inc.

Vestavia Hills, Alabama |
-

3. The Beneficiary
- To the address thereof on the Registration of Ownership and Address

B. Manner of Delivery

1. United States Postal Service
- Delivery may be made by United States certified or registered mail, return receipt requested, postage pre-paid.
2. Private Delivery Service
- Delivery may be made by a private delivery service which is accepted by the Internal Revenue Service as set forth on IRS.gov/PDS.
3. Electronic Means
- Communication by electronic mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords or authentication keys, or another method or system.

APPENDIX IV

Certificate of Transferee

Certificate of Transferee

From: _____

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Economic Development Grant Agreement dated _____, 2026, by City of Vestavia Hills, Alabama and Edgar's Old-Style Bakery, Inc., and successors thereto**

The undersigned agrees, covenants, and represents to the City:

(1) the undersigned is the Person who will acquire the following described interest in the Subject Real Property described in the above Agreement on or before the date hereof:

(2) the legal name, address and contact information, and cognizant legal representatives of the undersigned are:

(3) the intended operations of the undersigned on the Subject Real Property are

(4) the undersigned has, or will prior to acquisition of the Agreement, comply with all applicable ordinances and regulations of the City for the above operations of the undersigned on the Subject Real Property;

(5) upon such acquisition of such interest, the undersigned will succeed to, and be bound by the obligations of the "Beneficiary" in Article 6 of the above Agreement, to the extent of the interest of the undersigned in and to the Subject Real Property, and therefore, in consideration of the use of the Annual Economic Incentive Amounts from the City for the benefit of the Subject Real Property and the Project, the undersigned assumes as the legal and binding obligations of the undersigned, and agrees to observe and perform, all obligations of the "Beneficiary" set forth in Article 6 of the Agreement.

In Witness Whereof, the undersigned has caused this instrument to be duly authorized and executed in its name, under seal, by an officer or legal representative thereof duly authorized thereunto.

By _____

Its _____

EXHIBIT B

Legal Notice

**LEGAL NOTICE
OF
PROPOSED ECONOMIC DEVELOPMENT ACTION
AND RELATED PUBLIC EXPENDITURES
OF
CITY COUNCIL OF VESTAVIA HILLS, ALABAMA**

The City of Vestavia Hills Alabama (the "City") gives notice the governing body of the City will meet in public session at 5:30 p.m. on _____2026 at City Hall at 1032 Montgomery Highway in the City of Vestavia Hills, Alabama, for the purpose of considering such matters as may be properly presented thereto, including the authorization by the City pursuant to Amendment No. 772 to the Constitution of Alabama of 2022 of the terms, delivery and performance by the City of that certain Economic Incentive Grant Agreement (Edgar's Old-Style Bakery, Inc.) (the "Agreement") by the City and Edgar's Old-Style Bakery, Inc. (the "Beneficiary"), pursuant to which Agreement the City shall make economic development grants to the Beneficiary annually for a period of approximately six years in an amount equal to approximately 46.875 percent of the net sales tax proceeds actually received by the City from the new commercial and retail Subject Facility to be established by the Beneficiary at 3101 Timberlake Road in the City ("Subject Facility") to a maximum aggregate amount of \$275,000, in consideration of the public benefits to accrue from the establishment and the operation of such new commercial and retail Subject Facility and facilities in the City. The City seeks to achieve, by undertaking its obligations pursuant to the Agreement, to promote the local economic development of the City, by the increase of (i) employment in the City and (ii) the tax and revenue base of the City from increased commercial activity in the City by non-residents. The business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value are the Beneficiary. In compliance with the Americans with Disabilities Act, interpretive assistance and or other reasonable accommodations will be provided upon request made to the City Clerk of the City at least two business days in advance of the meeting referenced herein. All interested persons may examine and review the Agreement, make copies thereof at personal expense, and obtain further information about the information and matters addressed in this Notice, at the offices of the City Clerk of the City during normal business hours before and after the meeting herein referenced.

The above Resolution was duly passed and adopted this _____ day of _____, 2026.

Mayor

SEAL

Attest: _____
City Clerk

After said resolution had been discussed and considered in full by the Council, it was moved and seconded that said resolution be now placed upon its final passage and adopted. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes:

Ashley Curry, Mayor
Rusty Weaver, Mayor Pro-Tempore
Kimberly Cook
Ali Pilcher
Michael Vercher

Nays: None

The Mayor thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes:

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the Vestavia Hills City Council recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

Mayor

Member of Council

Member of Council

Member of Council

Member of Council

SEAL

Attest: _____
City Clerk

Edgar’s Bakery – 3101 Timberlake Road

Summary of Terms Applicable to Incentive Agreement for Retail Development on Timberlake Rd.

As of March 23, 2026

Narrative: The residentially zoned property located at 3101 Timberlake Road was purchased by Edgar’s Old-Style Bakery, Inc in December 2025 for \$1,200,000 and was rezoned to a B-2 use by City Council approval on January 21, 2026. They currently occupy a leased location at 3407 Colonnade Pkwy within the City of Birmingham corporate limits. They have an existing lease through 2029; however, they desire to relocate to the 3101 Timberlake Road location as soon as possible and operate within the City of Vestavia Hills corporate limits. To expedite this relocation, several extraordinary costs serve as a feasibility gap to the expedited move in addition to the costs associated with early termination of their lease. These include: underground stormwater detention due to the relatively small site, off-site improvements including widening of Timberlake Rd and addition of sidewalks on two sides of the property, asbestos removal and septic system remediation and connection to sanitary sewer mains. These extraordinary costs total \$268,900 not including the time value of money and any contingencies. The total construction and land costs associated with the project are \$3,950,000. This feasibility gap represents 7% of the capital investment. Edgar’s Bakery reports projected annual sales of \$2,750,000 at this location which has been validated for comparable store sales. There is no expected cannibalization of existing Vestavia Hills business sales for the area. It is proposed that the City of Vestavia Hills provide a rebate of actual retail sales taxes collected from the bakery over six years at 46.875% of actual local sales taxes paid (this represents half of non-educational/dedicated local sales taxes.) The cumulative and maximum rebate would total \$275,000 satisfying the feasibility gap plus a small concession for construction contingencies and the time value of money.

Basic Terms of Incentive Agreement:

- (1) Incentive Recipient – Edgar’s Old-Style Bakery, Inc
 - a. A six-year incentive agreement subject to the following terms
 - i. Immediate commencement of permitting activities to facilitate an expedited relocation of Edgar’s Bakery from Colonnade Pkwy to Timberlake Rd
 - ii. At the end of operational year one through year six- rebate of 46.875% of actual local sales tax receipts from retail sales at the 3101 Timberlake Rd location
 - iii. Sales Tax Rebates for years one through six are subject to a maximum cumulative payout of \$275,000

Economic Value to the City of Vestavia Hills (Six Year Analysis):

- Six-Year Cumulative New Revenues projected to the City of Vestavia Hills \$ 924,875
- Six-Year Maximum Incentive Payable \$ 275,000
- Incentive “Pay Back” Period is 2.5 years
- City of Vestavia Hills Return on Investment = \$ 649,875

Detailed Analysis of Project:

Analysis of Edgar's Old Style Bakery, Inc									
Cahaba River Road									
Project Description									
Construct a Single Tenant Structure for Retail Purposes									
Tenant: Edgar's Bakery									
Projections									
Annual Gross Sales (Conservative)									
Name		Gross Annual Sales- Year		VH Sales Tax					
Edgar's Bakery		\$ 2,750,000		\$ 110,000					
Building/Construction Value									
Completed Project Value		\$ 3,950,000							
Construction Costs		\$ 2,750,000							
Building Permit		\$ 28,291.00							
Ad Valorem- City		\$ 16,234.50							
Ad Valorem- Schools		\$ 41,119.50							
Six Year Projection of City Incentive/Revenue									
City Revenue Type		Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Six- Year Total	
Building Permit		\$ 28,291							\$ 28,291
Const Related Sales Tax		\$ 66,000							\$ 66,000
Sales Tax		\$ 110,000	\$ 113,300	\$ 116,699	\$ 120,200	\$ 123,806	\$ 127,520		\$ 711,525
Business License		\$ 150	\$ 4,050	\$ 4,172	\$ 4,297	\$ 4,426	\$ 4,558		\$ 21,652
Ad Valorem- City		\$ 16,235	\$ 16,235	\$ 16,235	\$ 16,235	\$ 16,235	\$ 16,235		\$ 97,407
Total New Revenue		\$ 220,676	\$ 133,585	\$ 137,105	\$ 140,731	\$ 144,466	\$ 148,313		\$ 924,875
Cumulative New Revenue			\$ 354,260	\$ 491,365	\$ 632,096	\$ 776,562	\$ 924,875		
Proposed Project Share- Retail Sales Tax Less Education and Capital		46.875%	46.875%	46.875%	46.875%	46.875%	46.875%		
Project Incentive		\$ 51,563	\$ 53,109	\$ 54,703	\$ 56,344	\$ 59,282	\$ 0		\$ 275,000
Net New Revenue to City		\$ 169,113	\$ 80,475	\$ 82,402	\$ 84,387	\$ 85,184	\$ 148,313		\$ 649,875
Cumulative Net New Revenue			\$ 249,588	\$ 331,990	\$ 416,378	\$ 501,562	\$ 649,875		
Proposed Project Cap \$			\$ 275,000						
Six Year City Return (Not Adj for Time Value of \$)			\$ 649,875						

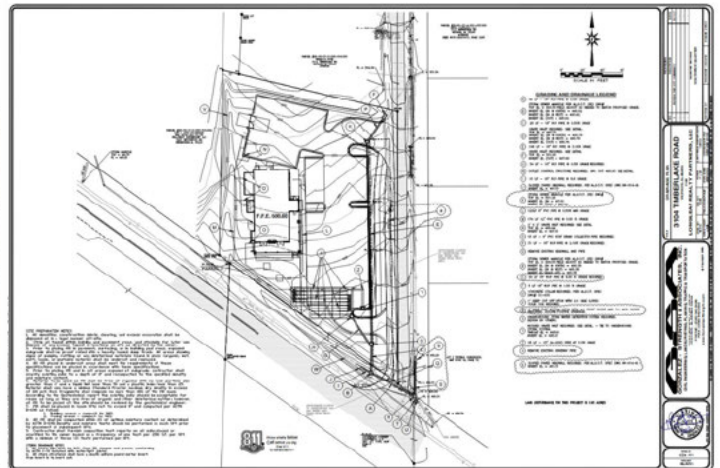
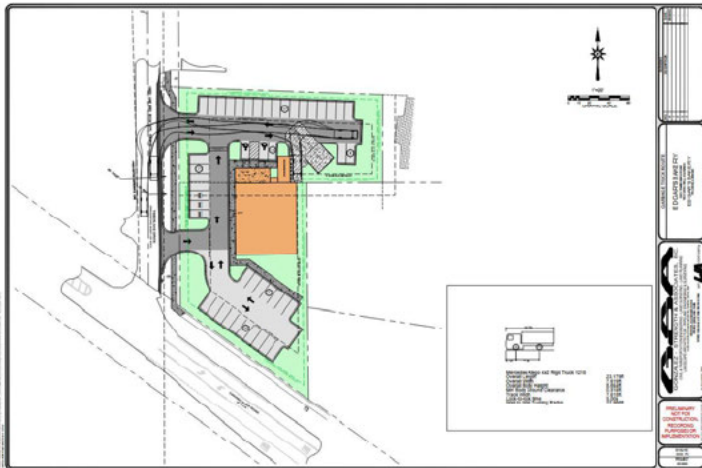
P.O. box 324
Helena, AL 35080

Project/ Edgars Timberlake Drive
Hoover, Al.
Preliminary Quote
12/09/2025

The scope of work for KMD will include:

- Labor, materials, and stone are included in the unit price
 - Lane widening to meet city specs.
 - ADA-compliant sidewalks

Item	Unit	Hours/Unit	Rate	Quantity	Total
Detention	EA			1	128,400
Temberlake Drive	EA			1	58,000
Sidewalks	EA			1	42,000
House Demo	EA			1	29,500
Septic demo	EA			1	11,000
					268,900





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

April 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3326 - Annexation - 90 Day
Final - 2811 Acton Place; Amanda Key, Owner

Background:

This property was annexed pursuant to the overnight annexation Ordinance No. 3314 on February 16, 2026. The proposed zoning classification has been reviewed by the Planning and Zoning Commission and is now presented for final approval of annexation and rezoning under Ordinance No. 3329.

Recommendation:

NA

Fiscal Impact:

NA

Attachments:

1. Ordinance 3326

ORDINANCE NUMBER 3326

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

WHEREAS, on the 16th day of February, 2026, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2811 Acton Place
Lots 1&2, Acton's Add to Altadena Valley, First Sector
Amanda Key (Owner)

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

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

ADOPTING and APPROVED this the 4th day of May, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

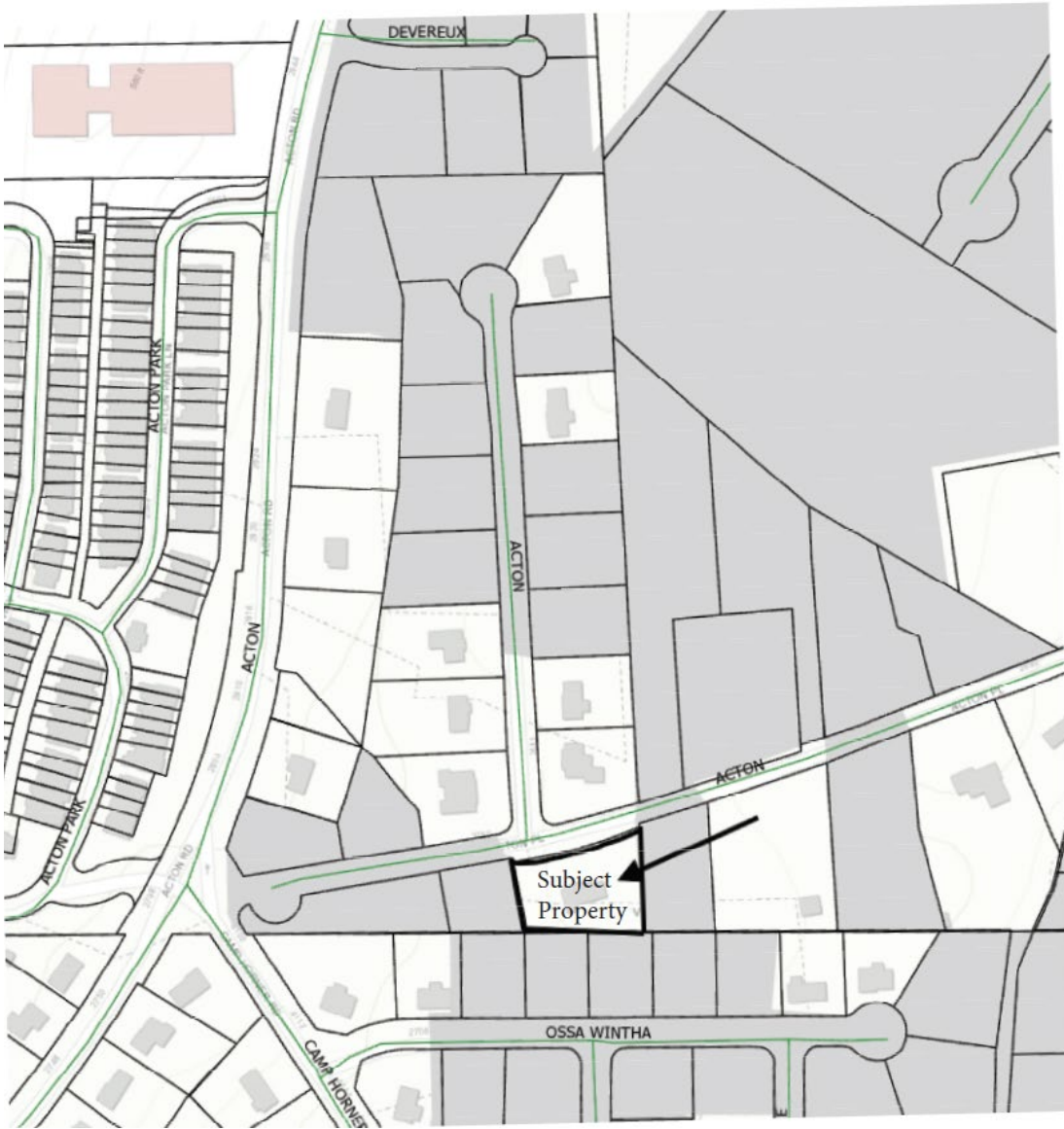
CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3326 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 4th day of May, 2026, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2026.

Umang Patel
City Clerk

2811 Acton Place





Record No: RZ-26-5

Rezoning Application

Status: Active

Submitted On: 2/18/2026

Primary Location

2811 ACTON PL
VESTAVIA HILLS, AL
35243

Owner

amanda key
acton pl 2811 vestavia , al
35243

Applicant

amanda key



2811 acton pl
vestavia, al 35243

Property Information

Subject Property Address*

2811 Acton Place

Tax Parcel ID Number

2800342000014.002

Legal Description

acton-altadena FO 28-34-2 P LOT: 1&2 P BLK: S LOT: O S BLK:O MAP BOOK: 131
MAP PAGE: 28 S: 34 T: 18S R: O2W ACRES:0.00

Existing Parking Spaces

2

Proposed Parking Spaces

—

Submission Date*

02/18/2026

Type of Project*

Annexation of a Single-Family Home


Action Requested:

From Existing Zoning Classification*

JC R-1

To Requested Zoning Classification*

VH R-2 (Medium Density Residential District)

For the Intended Purpose of:* 

VESTAVIA HILLS CITY SCHOOLS

Acreage of Subject Property*

.98

Acreage of Property to be Disturbed*

.98

Setbacks

Front

—

Back

—

Side

—

Open Space

—

Lot Coverage Percentage

—

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



Owner Information

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

Property Owner Name*

AMANDA KEY

Company Name

Owner Address City State Zip*

2811 ACTON PLACE, VESTAVIA AL 35243

Owner's Phone Number*



By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.*



Owner Representative/Responsible Party ?

Company Name

Contact Email of Responsible Party

Mailing Address of Responsible Party

Phone No. of Responsible Party

Project Engineer Information (if applicable)

Name

Company

Mailing Address

Phone Number

ORDINANCE NUMBER 3327

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

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

2811 Acton Place
Lots 1&2, Acton's Add to Altadena Valley, First Sector
Amanda Key (Owner)

APPROVED and ADOPTED this the 4th day of May, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

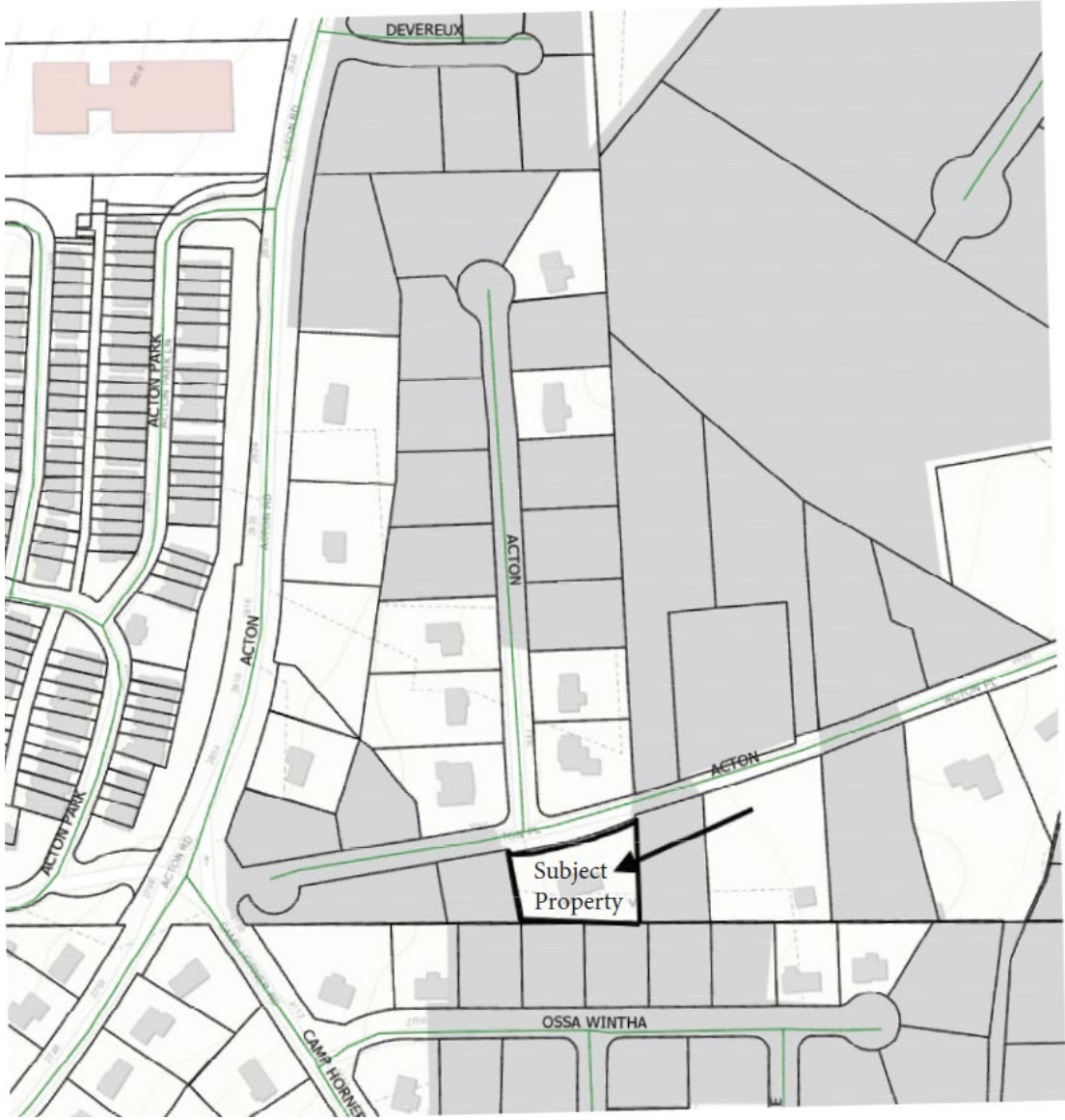
CERTIFICATION:

I Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3327 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 4th day of May, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2026.

Umang Patel
City Clerk

2811 Acton Place





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

April 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3328 - Annexation - 90 Day
Final - 2941 Old Rocky Ridge Road; Patrick & Suzanne Echol,
Owners

Background:

This property was annexed pursuant to the overnight annexation Ordinance No. 3316 on February 16, 2026. The proposed zoning classification has been reviewed by the Planning and Zoning Commission and is now presented for final approval of annexation and rezoning under Ordinance No. 3330.

Recommendation:

NA

Fiscal Impact:

NA

Attachments:

1. Ordinance 3328

ORDINANCE NUMBER 3328

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

WHEREAS, on the 16th day of February, 2026, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2941 Old Rocky Ridge Road
Lot 17
Patrick & Suzanne Echols (Owners)

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

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

ADOPTING and APPROVED this the 4th day of May, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3328 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 4th day of May, 2026, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2026.

Umang Patel
City Clerk

2941 Old Rocky Ridge Road





Record No: RZ-26-4

Rezoning Application

Status: Active

Submitted On: 2/18/2026

Primary Location

2941 OLD ROCKY RIDGE ROAD
VESTAVIA HILLS, AL 35243

Owner

Suzanne & Patrick Echols
Old Rocky Ridge Road 2941
OLD ROCKY RIDGE RD
Birmingham, AL 35243

Applicant

Suzanne Echols



2941 Old Rocky Ridge Road
BIRMINGHAM, AL 35243-2351

Property Information

Subject Property Address*

2941 Old Rocky Ridge Road

Tax Parcel ID Number

40 00 05 2 001 021.000

Legal Description

Lot 17, Buckhead, 1st Sector **AND** a Part of Parcel A, Buckhead

Existing Parking Spaces

—

Proposed Parking Spaces

—

Submission Date*

02/17/2026

Type of Project*

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification*

JC E-2 (Lot 17) & JC R-2 (Part of Parcel A)

To Requested Zoning Classification*

VH R-1 (Low Density Residential District)

For the Intended Purpose of:* 

Annexation of single family home

Acreage of Subject Property*

0.99

Acreage of Property to be Disturbed*

0

Setbacks

Front

0

Back

0

Side

0

Open Space

0

Lot Coverage Percentage

0

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



Owner Information

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

Property Owner Name*

Suzanne & Patrick Echols

Company Name

Owner Address City State Zip*

2941 Old Rocky Ridge Road
Birmingham, AL 35243

Owner's Phone Number*



By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.*



Owner Representative/Responsible Party ?

SAA

Company Name

Contact Email of Responsible Party

Mailing Address of Responsible Party

Phone No. of Responsible Party

Project Engineer Information (if applicable)

Name

Company

Mailing Address

Phone Number

ORDINANCE NUMBER 3329

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

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

2941 Old Rocky Ridge Road
Lot 17
Patrick & Suzanne Echols (Owners)

APPROVED and ADOPTED this the 4th day of May, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3329 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 4th day of May, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2026.

Umang Patel
City Clerk

2941 Old Rocky Ridge Road





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

April 20, 2026

To: Jeff Downes, City Manager

From: Umang Patel, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3330 - Annexation - 90 Day
Final - 2656 Alta Vista Drive; Hardie & Katherine Kimbrough,
Owners

Background:

This property was annexed pursuant to the overnight annexation Ordinance No. 3317 on February 16, 2026. The proposed zoning classification has been reviewed by the Planning and Zoning Commission and is now presented for final approval of annexation and rezoning under Ordinance No. 3331.

Recommendation:

NA

Fiscal Impact:

NA

Attachments:

1. Ordinance 3330

ORDINANCE NUMBER 3330

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

WHEREAS, on the 16th day of February, 2026, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2656 Alta Vista Drive
Lot 22 Altadena Valley Country Club Sector 66/39
Hardie & Katherine Kimbrough (Owners)

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

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

ADOPTING and APPROVED this the 4th day of May, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3330 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 4th day of May, 2026, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of _____, 2026.

Umang Patel
City Clerk





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

April 20, 2026

To: Jeff Downes, City Manager

From: Jack Wakefield, Planner/GIS

Cc: Umang Patel, City Clerk

RE: Public Hearing - Ordinance Number 3331 - Rezoning - 2656 Alta Vista Drive Rezone from JC - A to VH - A, compatible zoning for annexation; Hardie Kimbrough, owner

Background:

This property was annexed pursuant to Overnight Annexation Ordinance No. 3317 on February 16, 2026. The proposed zoning classification aligns the existing Jefferson County Agricultural designation with Vestavia Hills Agricultural, reflecting compatible zoning standards."

Recommendation:

The Planning and Zoning Commission considered this request at their April meeting and voted unanimously to recommend approval.

Fiscal Impact:

NA

Attachments:

1. Ordinance 3331
2. RZ-26-3

ORDINANCE NUMBER 3331

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

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

2656 Alta Vista Drive
Lot 22 Altadena Valley Country Club Sector 66/39
Hardie & Katherine Kimbrough (Owners)

APPROVED and ADOPTED this the 4th day of May, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3331 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 4th day of May, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2026.

Umang Patel
City Clerk





Record No: RZ-26-3

Rezoning Application

Status: Active

Submitted On: 2/18/2026


Primary Location

2656 ALTA VISTA DR
VESTAVIA HILLS, AL 35243

Owner

Hardie Kimbrough
Alta Vista Drive 2656 Alta
Vista Drive BIRMINGHAM,
AL 35243

Applicant

● Hardie Kimbrough


🏠 2656 Alta Vista Drive
BIRMINGHAM, AL 35243

Property Information

Subject Property Address*

2656 Alta Vista Drive

Tax Parcel ID Number

28 00 33 4 002 008.000

Legal Description 

SUB DIVISION 1: ALTADENA VAL-COU 28-33-4
MAP BOOK: 66 PAGE: 39
PRIMARY LOT: 22

Existing Parking Spaces

2

Proposed Parking Spaces

2

Submission Date*

02/18/2026

Type of Project*

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification*

JC A-1 (Agricultural)

To Requested Zoning Classification*

VH A (Agricultural District)

For the Intended Purpose of:* 

Rezoning of Single-Family home.

Acreage of Subject Property*

0.56

Acreage of Property to be Disturbed*

0

Setbacks

Front

—

Back

—

Side

—

Open Space

—

Lot Coverage Percentage

—

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



Owner Information

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

Property Owner Name*

Hardie Kimbrough

Company Name

Owner Address City State Zip*

2656 Alta Vista Drive, Birmingham, AL 35243

Owner's Phone Number*



By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.*



Owner Representative/Responsible Party ?

Company Name

Contact Email of Responsible Party

Mailing Address of Responsible Party

Phone No. of Responsible Party

Project Engineer Information (if applicable)

Name

Company

Mailing Address

Phone Number



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

April 20, 2026

To: Jeff Downes, City Manager

From: Jack Wakefield, Planner/GIS

Cc: Umang Patel, City Clerk

RE: Public Hearing - Ordinance Number 3332 - Rezoning - 3119
Timberlake Road; Rezone from Vestavia Hills R-1 to Vestavia Hills
O-1 for the construction of an office building; Bryant B. Steven,
owner

Background:

Property is zoned residential, as the entire area is transforming into an office park/restaurants. This request is for the construction of an office building.

Recommendation:

The Planning and Zoning Commission considered this request at their April meeting and voted unanimously to recommend approval.

Fiscal Impact:

NA

Attachments:

1. RZ-26-6

2. Ordinance 3332



Record No: RZ-26-6

Rezoning Application

Status: Active

Submitted On: 3/5/2026

Primary Location

3119 TIMBERLAKE RD
VESTAVIA HILLS, AL 35243


Owner

John Bryant
Timblerlake dr 3119 Vestavia,
Al 35243

Applicant

 Russ Doyle



 3111 Timberlake Rd
Vestavia, AL 35243

Property Information

Subject Property Address*

3119 Timberlake Rd

Tax Parcel ID Number

2800274001005.000

Legal Description 

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 2 WEST AND RUN NORTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 804.5 FEET (MEASURES 810.63); THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES-00 MINUTES AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 15.0 FEET (MEAS. 14.88) TO A POINT ON THE EAST LINE OF TIMBERLAKE ROAD (ALSO KNOWN AS PUMP HOUSE ROAD), SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE EASTWARD ALONG THE SAME COURSE AS BEFORE FOR 200 FEET (CALC. 199.66); THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES-05 MINUTES (CALC. 89 DEGREES-46 MINUTES) AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 128.92 FEET (CALC. 129.28 FEET); THENCE TURN AN ANGLE TO THE LEFT OF 4 DEGREES-12 MINUTES AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 4.48 FEET (MEASURED 4.43); THENCE TURN AN INTERIOR ANGLE OF 89 DEGREES-25 MINUTES (MEASURED 98 DEGREES-25 MINUTES) AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 200.26 FEET (MEAS. 200.48 FEET) TO A POINT ON THE EAST LINE OF SAID TIMBERLAKE ROAD; THENCE TURN AN ANGLE OF 94 DEGREES-18 MINUTES (MEASURED 94 DEGREES-27 MINUTES) LEFT AND RUN 149.25 FEET SOUTHERLY ALONG THE EAST LINE OF TIMBERLAKE ROAD TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.649 ACRES MORE OR LESS.

Existing Parking Spaces

—

Proposed Parking Spaces

25

Submission Date*

03/05/2026

Type of Project*

New Commercial Development

Action Requested:

From Existing Zoning Classification*

R-1 Low Density Residential

To Requested Zoning Classification*

O-1 Office Park District

For the Intended Purpose of:* 

Construction of an office building and associated infrastructure.

Acreage of Subject Property*

0.65

Acreage of Property to be Disturbed*

0.9

Setbacks

Front

30

Back

30

Side

20

Open Space

—

Lot Coverage Percentage

15.2

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



Owner Information

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

Property Owner Name*

Bryant B Steven

Company Name

Owner Address City State Zip*

2820 Acton Place, Birmingham, AL 35243

Owner's Phone Number*

205

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.*



Owner Representative/Responsible Party ?

Russ Doyle

Company Name

HD Holdings, LLC

Contact Email of Responsible Party

[REDACTED]

Mailing Address of Responsible Party

3111 Timberlake Dr, Vestavia Hills, AL 35243

Phone No. of Responsible Party

[REDACTED]

Project Engineer Information (if applicable)

Name

Nathan Spence

Company

Foresite Group

Mailing Address

51 12th St S, Birmingham, AL 35233

Phone Number

[REDACTED]

ORDINANCE NUMBER 3332

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

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

3119 Timberlake Road
Bryant B. Steven, owner(s)

More particularly described as follows:

commence at the southwest corner of the southwest quarter of the southeast quarter of section 27, township 18 south, range 2 west and run north along the west line of said quarter-quarter section for a distance of 804.5 feet (measures 810.63); thence turn an angle to the right of 90 degrees-00 minutes and run in an easterly direction for a distance of 15.0 feet (meas. 14.88) to a point on the east line of timberlake road (also known as pump house road), said point being the point of beginning of the parcel herein described; thence continue eastward along the same course as before for 200 feet (calc. 199 .66); thence turn an angle to the left of 89 degrees-05 minutes (calc. 89 degrees-46 minutes) and run in a northerly direction for a distance of 128.92 feet (calc. 129.28 feet); thence turn an angle to the left of 4 degrees-12 minutes and run in a northerly direction for a distance of 4.48 feet (measured 4.43); thence turn an interior angle of 89 degrees-25 minutes (measured 98 degrees-25 minutes) and run in a westerly direction for a distance of 200.26 feet (meas. 200.48 feet) to a point on the east line of said timberlake road; thence turn an angle of 94 degrees-18 minutes (measured 94 degrees-27 minutes) left and run 149.25 feet southerly along the east line of timberlake road to the point of beginning. said parcel contains 0.649 acres more or less.

APPROVED and ADOPTED this the 4th day of May, 2026.

Ashley Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk

CERTIFICATION:

I, Umang Patel, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3332 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 4th day of May, 2026 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2026.

Umang Patel
City Clerk





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

April 20, 2026

To: Jeff Downes, City Manager

From: Zach Clifton, Finance Director

Cc:

RE: Public Hearing - Ordinance Number 3333 - An Ordinance authorizing the Mayor and City Manager to execute and deliver any and all renewal agreements with Neumo Group, LLC

Background:

The Finance Director has reviewed the attached 18 month agreement renewals with Neumo and recommended acceptance.

Recommendation:

Fiscal Impact:

na; reported in FY26 General Fund Budget

Attachments:

1. RenewalComparison-2026
2. AL-City of Vestavia Hills. Discovery Recovery Svcs Agreement_20260401

3. AL-City of Vestavia Hills.PSA and SOW #1 for Tax Admin Services-Bundled_20260401

Neumo Group, LLC
Tax Revenue Agreements

Neumo Contract Renewal: 3/31/26 - 9/30/27	Proposal	Current	Adjustment
Sales & Use, Rental, Lodging Administration			
Service Fees:	\$15,500 monthly	\$2.92 per transaction or 1.95% of gross collections	
Audit Fees:	Included	\$90 per hr.	
Alcohol Tax Administration			
Service Fees:	1.95%	1.95%	0.00%
Audit Fees:	\$98 per hr.	\$90 per hr.	\$8 per hr.
Business License Administration			
Service Fees: 5% Increase Annually	\$15.00	\$15.00	\$0.00
Audit Fees:	\$98 per hr.	\$90 per hr.	\$8 per hr.
Business License Discovery/Recovery (Crosscheck)			
Service Fees	50%	50%	0%
Mailed Notice Fees:	\$5.00	\$5.00	\$0.00

NEUMO (Previously AVENU Insights & Analytics, LLC)			
Collections	FY2023	FY2024	FY2025
Sales Tax	23,431,243.62	22,897,679.25	23,529,173.78
Business License	5,132,155.43	5,677,872.38	6,220,185.92
Rental Tax	412,919.88	467,063.48	482,605.13
Lodging Tax	377,244.50	351,482.82	361,769.18
Alcohol Tax	166,220.85	171,387.56	183,324.70
Sub-Total	29,519,784.28	29,565,485.49	30,777,058.71
Crosschecks	291,715.65	230,692.29	283,041.10
Sub-Total	29,811,499.93	29,796,177.78	31,060,099.81
Utility Franchise	1,940,350.85	2,209,315.07	2,229,678.56
Total Receipts	31,751,850.78	32,005,492.85	33,289,778.37

Service Fees:	General Revenues			Percentages		
Sales Tax	98,339.65	102,138.88	103,890.53	0.42%	0.45%	0.44%
Business License	53,629.92	52,411.59	91,465.05	1.04%	0.92%	1.47%
Rental Tax	7,130.85	8,109.13	8,928.19	1.73%	1.74%	1.85%
Lodging Tax	6,979.04	6,502.42	6,692.71	1.85%	1.85%	1.85%
Alcohol Tax	3,075.08	3,140.09	3,167.36	1.85%	1.83%	1.73%
Sub-Total	169,154.54	172,302.11	214,143.84	0.57%	0.58%	0.70%

Audit Fees:	Audit Fees			Percentages		
Sales Tax	74,816.28	231,571.09	121,874.23	0.32%	1.01%	0.52%
Business License	10,496.07	20,627.60	15,221.84	0.20%	0.36%	0.24%
Rental Tax	5,829.90	11,261.03	3,521.76	1.41%	2.41%	0.73%
Lodging Tax	103.92	2,557.38	-	0.03%	0.73%	0.00%
Alcohol Tax	950.22	2,053.65	3,741.30	0.57%	1.20%	2.04%
Crosschecks	112,725.61	115,152.04	152,292.05	38.64%	49.92%	53.81%
Sub-Total	204,922.00	383,222.79	296,651.18	0.69%	1.29%	0.96%

Neumo's Fee Percentage	374,076.54 1.178%	555,524.90 1.736%	510,795.02 1.534%
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Business License Discovery/Recovery Services Agreement

This Business License Discovery/Recovery Services Agreement (the “Agreement”) is made as of March 1, 2026 by and between **Neumo Group, LLC** (“Neumo”) and **City of Vestavia Hills**, a local government entity in the state of Alabama (“Client”). Neumo and Client may be referred to herein as individually a “Party” or collectively the “Parties”.

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
 - i. Analysis of two or more municipal lists. These lists could include current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
 - ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
 - iii. Neumo will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, Neumo may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to Client, Neumo may change the P.O. Box for sample Client payments. Client will be responsible for renewals. Neumo will provide a list to Client.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the Client for each type of tax collected.
4. Posting Process: **Taxpayer** accounts are posted with payment information captured in the Neumo revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by Neumo). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Authorization Letter. Upon Agreement execution, Client shall provide Neumo with a signed authorization letter, on Client letterhead, using the template set forth in *Exhibit B*.
6. Reports. Neumo will provide Client with reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to Client’s account numbers and all fees paid to Neumo.
7. Distribution of Funds Changes: It is the Client’s responsibility to ensure distribution of funds information (including designated recipients, account numbers, and distribution percentages) remains current and up to date throughout the term of this Agreement. In the event any changes are required, Client must provide written notification to Neumo using the Distribution of Funds Change Notice Template and instructions set forth in *Exhibit A*. Client understands that it may take up to thirty (30) calendar days for the changes to become effective. Client is responsible for logging into



the Government Service portal and reviewing monthly reports to ensure all changes are properly reflected.

8. Fees for Discovery/Recovery Services:

- i. Neumo Fee for Discovery/Recovery Services: Neumo will receive fifty percent (50%) of discovery/recovery revenue collected. Neumo's fee is earned for both those payments made directly to Neumo (on behalf of Client), as well as payment received by Client as a result of Neumo's efforts hereunder.
- ii. Neumo fee for copies of forms: Neumo will receive an amount equal to \$5.00 per form mailed or faxed to the Client per the request of the Client. Neumo will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.

B. General Provisions

1. Taxpayer service: Neumo will provide a taxpayer assistance number for taxpayer questions.
2. Neumo, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, Client, or municipal governing authority.
3. Company Audit: Once a year Neumo will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
4. Effective Date: The effective date for the performance of services under the terms of this Agreement shall commence March 1, 2026 ("Effective Date").
5. Term of the Agreement: This Agreement shall be for a term of eighteen (18) months following the Effective Date. Either Party shall have the right to terminate this Agreement in the event of a material breach by the other Party. Any such termination may be made only by providing ninety (90) days written notice to the other Party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the Party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
6. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, Client shall be obligated to pay Neumo for services performed through the effective date of termination for which Neumo has not been previously paid. In addition, because the services performed by Neumo prior to termination or non-renewal of this Agreement may result in the Client's receipt of revenue after termination which are subject to Neumo's fee, the Client shall remain obligated after termination or non-renewal to provide to Neumo such information as is necessary for Neumo to calculate compensation due as a result of the receipt of revenue by the Client. The Client shall remain obligated to pay Neumo's invoices therefore in accordance with the terms of this Agreement.
7. Indemnity: To the fullest extent allowed by law, Neumo hereby agrees to indemnify and hold Client harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by Neumo. Except as set forth in the preceding sentence, to the full extent allowed by law, Client hereby agrees to indemnify and hold Neumo harmless from any





claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of Client, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, and any refunding related thereto.

8. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NEUMO, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/ OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT NEUMO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, NEUMO'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY THE CLIENT FOR THE AFFECTED SERVICE TO WHICH THE CLAIM PERTAINS. THE FOREGOING SETS FORTH THE CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN NEUMO AND THE CLIENT AND NEUMO'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.
9. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.
10. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. Neumo shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of Client, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Neumo may assign this Agreement, in whole or in part, without the consent of Client to any corporation or entity into which or with which Neumo has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of Neumo; or any corporation or entity which acquires all or substantially all of the assets of Neumo. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns.
11. **Force Majeure:** Neumo shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
12. **Subcontractors:** Neumo shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. Neumo, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Neumo shall be solely responsible for and shall hold Client harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
13. **Intellectual Property Rights:** The entire right, title and interest in and to Neumo's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in Neumo. The foregoing notwithstanding, in no event shall any Client-owned data provided to Neumo be deemed included within the Work Product.





- 14. Immigration: By execution hereof, each Party confirms that for the duration of the Agreement, it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. A Party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- 15. Compliance With Title 41-16-5, Code Of Alabama,1975, Boycott Limitations: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. Neumo represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- 16. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter contained hereof. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties.
- 17. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Parties hereto as of the date first above written have duly executed this Agreement.

Neumo Group, LLC

City of Vestavia Hills

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:



EXHIBIT A - DISTRIBUTION OF FUNDS CHANGE NOTICE TEMPLATE

(TO FOLLOW)

INSTRUCTIONS: *IT IS CLIENT'S RESPONSIBILITY TO PROVIDE NOTICE TO NEUMO IN EVENT OF ANY CHANGES IN THE DISTRIBUTION OF FUNDS USING THE TEMPLATE SET FORTH IN THIS EXHIBIT A. WHEN CHANGES ARE REQUIRED, THE SIGNED DISTRIBUTION OF FUNDS CHANGE NOTICE SHALL BE EMAILED (DELIVERY CONFIRMATION ENABLED) AS FOLLOWS:*

- **TO:** CONNIE.TAYLOR@NEUMO.COM
- **SUBJECT LINE:** CITY OF VESTAVIA HILLS – DISTRIBUTION OF FUNDS CHANGE NOTICE (BL Discovery/Recovery)



DISTRIBUTION OF FUNDS CHANGE NOTICE

Customer Name: City of Vestavia Hills

Change Effective Date*: _____
(*30 Days advance written notice required)

Funds will be distributed in the account(s) set forth below:

Table 1: Distribution of Funds

Agency	Routing #	Account #	Distribution %	Type
				BL Discovery Recovery

Verification:

By signing below, **City of Vestavia Hills** certifies that the distribution details in Table 1 are accurate and complete as of the signature date below.

City of Vestavia Hills

By: _____

Name:

Title:

Date:



EXHIBIT B -LETTER OF AUTHORIZATION TEMPLATE

(TO FOLLOW)



RE: Letter of Introduction

Dear Business Owner/ Manager:

To help ensure all businesses pay their fair share of business license taxes, the City of Vestavia Hills has contracted with Neumo Group, LLC (“Neumo”) to perform collection services for business license taxes on its behalf.

As the authorized representative of the City of Vestavia Hills, Neumo is bound by the same confidentiality as the City of Vestavia Hills’s own employees. Any information provided to Neumo will be used solely for the purpose(s) described herein.

We ask that you extend your full cooperation to Neumo, and thank you in advance for doing so. If you have any questions, please contact Neumo directly at 855-219-4336, or by email at dresupport@Neumo.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

Zachary Clifton
Title
City of Vestavia Hills
Date:

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made as of March 1, 2026 ("Effective Date") by and between **City of Vestavia Hills**, a local government agency within the State of Alabama ("Client") and **Neumo Group, LLC**, a Delaware limited liability company having an office a 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 (referred to herein as "Contractor" or "Neumo"). Client and Contractor may sometimes be referred to herein as individually, a "Party" and collectively, the "Parties".

WHEREAS, Client desires to retain Contractor to provide certain professional services upon the terms and conditions hereinafter set forth, and Contractor is willing to perform such services under the same terms and conditions.

NOW THEREFORE, In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

I. SERVICES

A. SCOPE.

The services to be provided by Contractor (the "Services") are described in one or more statements of work or ordering documents (each, a "Statement of Work" or "SOW") executed by the parties from time to time. Each SOW shall be subject to the terms and conditions of this Agreement.

B. INITIAL STATEMENT OF WORK.

The initial Services to be performed hereunder are set forth in the document titled *Statement of Work No. 1* ("SOW #1), which is attached hereto as "Schedule A" and incorporated herein by reference.

C. SUBSEQUENT STATEMENTS OF WORK/CHANGE ORDERS.

Any additional services shall be formalized in a subsequent SOW or an amendment to an existing SOW ("Change Order"), as appropriate and shall be effective only when executed by authorized representatives of both Parties. Each SOW or Change Order shall:

- Reference this Agreement and, if applicable, the specific SOW being modified;
- Detail the specific tasks, deliverables, timelines and fees, as appropriate

Until a Change Order or new SOW is executed in writing as specified herein, Contractor shall continue to perform the Services as originally described in the then-current SOW(s) and shall have no obligation to perform any out-of-scope tasks.

II. TERM AND TERMINATION

A. TERM

The term of this Agreement shall be from March 1, 2026, through August 31, 2027 (the "Term") unless otherwise terminated pursuant to the provisions hereunder. The Term may be extended via bilateral modification subject to mutual agreement of the Parties with regards to scope and price changes, if any.

B. TERMINATION FOR BREACH

In the event a Party materially breaches its obligations under this Agreement, the other Party shall provide the defaulting Party with a written "Default Notice" describing the breach condition(s) and required remedy. Upon receipt of a Default Notice, the breaching Party shall have a period of at least sixty (60) calendar days (or another mutually agreed upon timeframe) to cure the breach; if the breaching Party fails to remedy the default condition within the designated cure period, the non-breaching Party may, upon written notice, immediately terminate this Agreement and/or the corresponding SOW for default ("Default Termination Notice"). A Default Termination Notice issued pursuant to this paragraph must specifically reference the preceding Default Notice and specify the date on which the termination becomes effective (which shall be at least one business day after the Default Termination Notice is provided to the defaulting Party in accordance with the Notices section).

C. LOSS OF FUNDING

If Client's governing body fails to appropriate funds for continued performance hereunder, Client may, upon at least sixty (60) days written notice to Contractor prior to the start date of any annual Term year, terminate this Agreement for loss of funding. To exercise this right, Client must: (i) provide Contractor with written notice of the loss of funding no later than sixty (60) days prior to the start date of the next annual Term period (i.e., at least sixty (60) days prior to March 1st); and (ii) provide formal evidence of the non-appropriation of funds.

D. EFFECT OF TERMINATION

Notwithstanding non-renewal or termination of this Agreement, Client shall be obligated to pay Contractor for Services rendered through the effective date of termination for which Contractor has not been previously paid and in accordance the payment provisions set forth herein. Termination of this Agreement for any reason will not affect any liabilities or obligations of either Party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

III. INVOICING AND PAYMENTS**A. FEE SCHEDULE**

Client agrees to compensate Contractor for Services rendered in accordance with the fee structure (the "Fees") and payment schedule detailed in the SOW.

B. EXPENSES

Client shall reimburse Contractor for travel, lodging, meal, and other reimbursable costs (collectively "Expenses") reasonably incurred by Contractor in providing the Services. Expenses will be invoiced to the Client in arrears Costs will be billed in accordance with Contractor's standard billing practices.

C. PAYMENT TERMS

Unless noted otherwise in the SOW, payment terms are net thirty (30) days from invoice receipt. Fees are exclusive of applicable taxes and unless a tax exemption form is furnished to Contractor, Client shall pay for any sales, use, or other tax, however designated (except taxes based on Contractor's net income) and as itemized on Contractor's invoices (if, and when applicable). Client's obligation to pay all Fees due, to the extent attributable to any period of time prior to the effective

date of termination or expiration of the Term, shall survive expiration or termination of this Agreement.

D. RESERVED

IV. CONFIDENTIALITY

A. CONFIDENTIAL INFORMATION

The Party receiving information ("Recipient") from the other Party ("Discloser") shall treat the Discloser's information as confidential and proprietary ("Confidential Information") unless: (1) Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; (2) Recipient is able to demonstrate the information is part of the public domain; or (3) Recipient's personnel, without knowledge of the Confidential Information, independently develops the information. Recipient shall: (1) protect the secrecy of the Discloser's Confidential Information using the same degree of care it accords to its own confidential information, which in no event, will be less than a reasonable degree of care; (2) not disclose the Discloser's Confidential Information to anyone other than an employee, subcontractor, or agent that has: (i) a reason to know the Confidential Information; (ii) been advised of the confidential nature of the information; and (iii) confidentiality obligations that protect the information from further disclosure; and (3) not use the other Party's Confidential Information except to perform its obligations under this Agreement. Recipient may disclose the Discloser's Confidential Information pursuant to a court order or as otherwise required by law, provided that, where legally permitted, Recipient first provides Discloser with written notice and a reasonable opportunity to oppose that disclosure, and reasonably cooperates, at the Discloser's cost, with Discloser to limit the disclosure to the extent permitted by law.

B. PUBLIC DISCLOSURE

Contractor acknowledges that Client is subject to one or more public record/open door act which generally provides that unless exempted under the applicable act, all records relating to a public agency's business constitute "public records or files" and are open to public inspection, disclosure and copying in the manner provided by the applicable public record/open door act. Accordingly, Client will not breach or be considered in violation of the confidentiality obligations set forth in this Agreement if Client needs to disclose Contractor's Confidential Information to respond to a valid request made under such an act. If Client receives a request under an applicable public records/open door act that requires the disclosure of Contractor's Confidential Information, Client will notify Contractor of the request of the information and if Contractor desires to object, reasonably assist Contractor in seeking to protect the information from such disclosure.

C. RESIDUALS

Contractor may use and disclose any general ideas, concepts, know-how, or techniques learned or developed during the performance of the Services ("Residuals") for any purpose, including providing services to other clients. This use of Residuals does not violate Contractor's confidentiality obligations, provided that Residuals do not include Client's Confidential Information.

V. WARRANTIES.**A. LIMITED WARRANTY**

Contractor warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards.

B. DISCLAIMER.

THE LIMITED WARRANTY SET FORTH IN SECTION V(A) IS MADE TO CLIENT EXCLUSIVELY AND IN LIEU OF ALL OTHER WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS" AND CLIENT'S USE OF THEM IS AT ITS OWN RISK. CONTRACTOR DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CLIENT RELEASES AND WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

VI. INTELLECTUAL PROPERTY**A. CONTRACTOR INTELLECTUAL PROPERTY**

The entire right, title and interest in and to Contractor technology, Contractor Confidential Information (including all copyrights, patents, trade secrets, trademarks, trade names), and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the performance of Services under Agreement, (collectively "Contractor Intellectual Property") shall vest solely in Contractor, provided however in no event shall Client Data (defined in Section VI(B) below) be deemed Contractor Intellectual Property. Subject to Client's payment of all Fees due hereunder, Contractor grants Client a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement), to use those elements of Contractor Intellectual Property embodied in its Services deliverables, if any, in Client's ordinary course of business, solely as so embodied. Client shall not take any action that jeopardizes Contractor's rights to Contractor Intellectual Property, nor assume or acquire any right in the Services except the limited-use rights specified in this Agreement. The provisions of this Section shall survive the termination of this Agreement.

B. CLIENT DATA

All rights, title and interest in and to Client Data are, and shall remain, the property of Client and all intellectual property rights in Client Data are and will remain the property of Client. "Client Data" means any data or other information which is provided to Contractor by Client (directly or indirectly) in connection with the Services. Client hereby grants to Contractor, throughout the Term of this Agreement, a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use Client Data to provide the Services to Client and as necessary or useful to monitor and improve the Services. For avoidance of doubt Client Data shall be deemed "Confidential Information" and shall be protected in accordance with the confidentiality provisions set forth herein.

VII. INDEPENDENT PARTIES

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Contractor and Client are independent parties, and neither Party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either Party any right to make any commitments of any kind for or on behalf of the other Party without the prior written consent. Contractor shall not be restricted from providing similar products or services for others and shall not be bound to Client except as provided under this Agreement.

VIII. LIMITATION OF LIABILITY

A. CONSEQUENTIAL DAMAGES WAIVER

WITH REGARDS TO ANY CLAIMS ARISING OUT OF RELATED TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE, SUFFERED BY ANY PARTY OR ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

B. LIABILITY CAP.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID TO CONTRACTOR UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY CLAIMS DESCRIBED IN SECTION VII ABOVE OR DAMAGES ARISING FROM CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT CLIENT'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY.

C. FAIR AND REASONABLE LIMITATIONS.

EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

IX. GENERAL

A. FORCE MAJEURE

Contractor shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of

Contractor ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The Party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other Party, in writing, and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive the termination of this Agreement.

B. SUBCONTRACTING AND ASSIGNMENT

Contractor may utilize subcontractors to provide the Services. In addition, Contractor may, without the consent of Client, assign or transfer this Agreement to a successor-in-interest in the event of a merger, consolidation or acquisition of any portion of the business of Contractor provided that (a) the assignee to which this Agreement is assigned or transferred agrees in writing to be bound by the terms and conditions of this Agreement; and (b) Contractor notifies Client of such assignment within a reasonable period of time after it occurs. In all other circumstances, neither party shall assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder, without the prior written consent of the other Party.

C. INSURANCE

During the Term, Contractor shall obtain and maintain insurance of the following types (or an equivalent policy type) and amounts: (a) commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence; (b) automobile liability with a limit of not less than \$1,000,000 each accident; (c) workers' compensation and employers' liability insurance in accordance with each state law; and (d) technology errors and omissions insurance policy with a privacy endorsement or an equivalent policy with limits of liability in the minimum amount of \$5,000,000 in the aggregate. All insurance required hereunder shall be written by companies having an A.M. Best rating of "A-" or better, or equivalent. Within a reasonable time after Client's request, Contractor shall furnish a certificate(s) of insurance verifying coverage for insurance as indicated above to Client.

D. NOTICES

All notices (including, but not limited to, default or termination notices), requests, or consents required to be given in writing under this Agreement shall be delivery to the points of contract designated below and shall be deemed sufficiently given if sent by USPS first class certified mail, delivered by overnight delivery service (FedEx or UPS), hand delivered by a courier (signature service required), or electronic mail with delivery confirmation enabled. Notices shall be considered to have been given one (1) business day after confirmation of delivery, provided in each case that delivery in fact is affected. Either Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this Section.

If to Client:

City of Vestavia Hills
Attn: Zachary Clifton
Address: 1032 Montgomery Hwy
Vestavia Hills, AL 35216
Email: zclifton@vhal.org

If to Contractor:

Neumo Group, LLC
Attn: Contracts Department
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Email: contracts@neumo.com

E. GOVERNING LAW

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Alabama without reference to the principles of conflict of laws.

F. INJUNCTIVE RELIEF

The Parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information or the unauthorized use of any Contractor Intellectual Property may not be adequate for protection of Contractor, and accordingly Contractor shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

G. CHANGES

A Party may request a modification to this Agreement by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties will become effective via written modification or amendment executed by authorized contractual representatives of both Parties.

H. HEADINGS

The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

I. EQUAL OPPORTUNITY TO DRAFT

The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against either Party upon a claim that the other Party drafted the ambiguous language.

J. AUTHORITY TO EXECUTE

Each Party represents and warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each respective Party to deliver and the perform the obligations set forth herein.

K. WAIVER

The failure of either Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.

L. COUNTERPARTS

This Agreement may be signed in separate counterparts including electronic signatures. Each counterpart is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the Parties.

M. SEVERABILITY

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the

remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the Parties.

N. SURVIVAL

Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of this Agreement, regardless of the date, cause, or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect.

O. ORDER OF PRECEDENCE. In the event of a direct conflict between the terms of this Agreement and any SOW, the terms of the SOW shall prevail, provided however the fact that a provision exists in one document but not the other shall not be deemed a conflict for purpose of this sentence. In the event of a conflict

P. ENTIRE AGREEMENT

This Agreement, including all properly incorporated schedules and exhibits (if any), constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS HEREOF, The Parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives:

NEUMO GROUP, LLC

CITY OF VESTAVIA HILLS

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

(SCHEDULE A TO FOLLOW)

**SCHEDULE A –
STATEMENT OF WORK #1
TITLE:**

This Schedule A- Statement of Work #1 (SOW#1) sets forth the initial Services to be performed by Contractor under the Agreement. Unless expressly defined otherwise below, capitalized terms used herein shall have the meanings set forth in the Agreement.

This SOW #1 includes, and incorporates by reference, the following appended SOW exhibits (the “Exhibits”):

“Exhibit 1” – Tax/Fee Types and Distribution of Funds Designations

“Exhibit 2” – Letter of Authorization Templates

I. OBJECTIVE.

The primary objective of Contractor’s tax administration service offering is to provide a comprehensive, turnkey approach to maximize Client’s revenue and ensure compliance. This is achieved through efficient collection, deposit, recording, delinquency follow-up, and reporting of designated local taxes and fees.

II. SCOPE.

1.TAX AND FEE ADMINISTRATION SERVICES Contractor will perform the following tasks for those tax and/or fee types designated by Client in Exhibit 1. Services shall commence on March 1, 2026, with collection of March 2026 taxes to be remitted on or before April 20, 2026.

1.1. Initial Setup and Engagement

- **Notification to Taxpayers and/or Businesses.** Distribute individualized tax and/or annual renewal notifications to all known taxpayers and businesses.
 - For Business License fees, this includes notifying businesses which have failed to include required documentation with annual business license applications and issuing, printing, and sending (via mail or email) approved business licenses.
- **Compliance and Delinquency Management.** Provide delinquency notifications, and follow-up correspondence for past due accounts. Contractor may, at its discretion, transition past due accounts to its auditing team and/or third-party collection agencies.
- **Online Portal Provision.** Provide and manage online Filing & Remittance, and Registration/License Application & Renewal portals with standard Consultant formatting
- **Customer Support for Taxpayers and Businesses.** Operate a toll-free support number (Mon-Fri, 7:30 a.m.-4:30 p.m. CST) and provide email support for taxpayer/business owner inquiries, handling them in order received, with automated return call options during peak volumes.
- **Account Database Creation:** Establish and maintain an account database (the “System of Record” or “SOR”) utilizing Client’s provided data and other relevant sources. The SOR will interact with the Client facing Government Services Portal.
- **Government Services Portal.** Maintain a cloud-based, self-service Government Services Portal that can be accessed by the Client. Portal access includes payment listings (reconciled to net receipts) and general ledger distribution aligned with the Client’s account numbers.

1.2. Payment Remittance.

- **Payment Processing.** Provide taxpayers/businesses with instructions for remitting payments due, including available payment options (ACH debit/credit, paper checks by mail, and credit cards). A 3%-4% processing fee (based on the transaction amount) will be charged to the payer for electronic payment options.
- **Batch & Deposit Management:** Batch forms/returns with collected payments. Execute deposits to Client for received payments via Automated Clearing House and in accordance with the Distribution of Funds designations set forth by Client in Exhibit 1 (less Contractor fees and Payment Processing Fees, as applicable).
 - **Specific to Business Licenses: Deposits occur 10-15 times monthly**
- **Account Posting:** Capture and post payment information to payer accounts within Contractor's System of Record, including net sales, deductions, credit sales, tax/fee measure, and demographic changes. Payment data is posted/updated following each distribution and is made available to Client via the online Government Services Portal.
- **Invoice Management:** Invoice late payments and underpayments with applicable penalties as per state codes and ordinances.

2. AUDIT/REVIEW SERVICES Unless expressly directed by Client otherwise via a written request, Contractor shall perform audit and review services for all taxes/fee types levied by the Client's taxing jurisdiction (and shall NOT be limited to the tax/fee type designations set forth in Exhibit 1).

- Examination of taxpayer records (on-site or remote), including bank statements, general ledgers, and tax returns
- Verification of return accuracy and preparation of error/omission schedules
- Issuance of preliminary/final assessments and management of third-party collections perform research or statistical analysis in relation to an audit, in-house assessment/collection efforts
- For each error/omission identified, prepare, and provide to Taxpayers audit reports and schedules explaining the errors/omissions
- perform examinations on refund requests by taxpayers over a predetermined amount.
- inform Client of pending refunds, special tax issues
- provide updates on examinations to Client upon request

III. CLIENT RESPONSIBILITIES

- **Maintaining Accurate Account Information.** Client is solely responsible for ensuring distribution of funds designations (e.g., designated recipients, account numbers, and distribution percentages), as set forth in Exhibit 1, remain current and up to date throughout the performance period of this SOW. In the event of any changes to Client's distribution and account designations, Client must, at least thirty (30) calendar days prior to such change(s) becoming effective, submit a written account distribution change notice to connie.taylor@neumo.com (delivery confirmation enabled).
- **Legislative Data.** Client is responsible for providing Contractor with current ordinances and tax codes.
- **Changes.** In the event of any change to the tax rates or fee types being administered by Contractor under this SOW (as set forth in Exhibit 1), Client must provide written notification to Contractor at least ninety (90) calendar days prior to the effective date of the change. Tax or fee changes include, but are not limited to, the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or other events.

- **Verification:** Client is responsible for verifying that all its information is accurately reflected in the Government Services Portal and in accordance with its Exhibit 1 designations (including, any subsequent changes submitted pursuant to above protocols).
- **Audit Authorization.** To the fullest extent allowed by law, Client hereby authorizes Contractor to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf and shall, within thirty (30) days of Agreement execution, provide Contractor with a signed Letter of Authorization, on Client letterhead, using the template appended hereto as “Exhibit 2”.

IV. ADDITIONAL TERMS AND ASSUMPTIONS

- Payment Collection.** Client understands and agrees that due to the nature of remittance processing services, Consultant will continue to accept and process payments for a period of up to ninety (90) days post-termination or expiration of this Agreement. During this 90-day window, Consultant will continue to remit all received funds to Client according to the procedures set forth herein. Following the conclusion of the ninety (90) day post-termination/expiration period, any subsequent payments remitted to Consultant on Client’s behalf will be returned directly to the respective paying entities.
- Place of Performance.** All services will be performed remotely and/or at Contractor site. If overnight travel or travel more than 25 miles beyond origination point is required, Client shall be responsible for reimbursing Contractor for all related Expenses.
- Additional Support.** Client may, upon written request to Contractor, request Contractor representation before the Alabama Tax Tribunal, subject to mutual written agreement of the parties on additional fees and other requirements.
- Client Data.** Client is solely responsible for the accuracy, content, and legality of all Client Data provided to Contractor. Client represents to Contractor that (i) Client will comply with all applicable laws in its use of the Services (including, if applicable, laws governing the protection of personal data); and (ii) Client has provided all disclosures and obtained all necessary rights, consents and permissions to collect, share and use Client Data as contemplated in this Agreement and without violation or infringement of (a) any third party intellectual property, publicity, privacy or other rights, (b) any laws, or (c) any terms of service, privacy policies or other agreement governing Client accounts with third-parties. To the extent Client Data includes personal data of a third party, Client represents and warrants that it has obtained that personal data pursuant to applicable data protection laws and has obtained all necessary authorizations and consents with respect to such information.
- Taxpayer Bill of Rights.** Contractor has adopted and will use a review and appeals process which is based on the Alabama Taxpayers’ Bill of Rights Act and Uniform Revenue Procedures Act codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
- Agency Status** Contractor provides all services as an agent of the Client and is not a Certified Public Accounting (CPA) firm, law firm, or fiduciary. The interpretation and application of Client’s ordinances and codes remain the sole authority and responsibility of the Client. Accordingly, Consultant shall not be responsible or liable for any costs, expenses, damages, claims, or liabilities relating in any way to the fees/taxes of Client, including, but not limited to, the determination of taxes/fees due, the collection thereof, and any refunding related thereto.
- Liens and Legal Actions:** Consultant is not authorized to, and shall not, place or record liens against businesses or taxpayers on behalf of the Client. All legal enforcement actions, including but not limited to the filing of liens or the initiation of judicial proceedings, remain the exclusive responsibility and authority of the Client.
- Liability Exclusion:** Consultant shall not be liable to Client or any third party (including but not limited to taxpayers and other paying entities) for any claims, damages, or losses arising from the remittance processing, compliance, or audit services—including the application or interpretation of Client’s tax ordinances—provided Consultant acted in good faith and in accordance with the terms of this SOW and Client’s specific instructions.

V. FEES AND OTHER COMPENSATION

Neumo’s fees for the Services described in this SOW #1 are set forth in this Section V.

- a. Annual Fees. The annual fees set forth below will be billed to Client on a monthly basis, beginning on March 1, 2026, and each month thereafter, throughout the Term of the Agreement.

Service Module/Description	Fixed Annual Fee	Monthly Payment Amount
<ul style="list-style-type: none"> • Tax Admin Services <ul style="list-style-type: none"> ○ Scope: Sales & Use Tax, Lodging Tax, Rental & Lease Tax • Auditing Services – Up to 660 Hours in Term Year 1/Up to 330 Hours in Term Year 2 <ul style="list-style-type: none"> ○ Scope: Sales & Use Tax, Lodging Tax, Rental & Lease Tax 	\$186,000/Term Year 1 \$93,000/Term Year 2 (6 months)	\$15,500

- b. Other Fees. In addition to the fixed annual fees set forth above, other fees and compensation due to Contractor under this SOW are detailed below:

Description	Term Year 1 (3/1/26-2/28/27)	Term Year 2 (3/1/27-8/31/27)
Tax Admin Services- Alcohol Tax	1.95% of gross revenue collected	
Business License Admin Services –Fee Per Business License Notice (mailed or emailed)	\$15.00/Notice	\$15.75/Notice
Business Licenses Admin Services- Per form fee for copies of original licenses or applications	\$5.00/copy	\$5.25/copy
Auditing Services - Hourly Fee for <u>all</u> Alcohol Tax and Business License Auditing Services - Billed in 15-minute increments	\$98.00/HR	\$98.00/HR
Auditing Services - Hourly Fee for Auditing Services in excess of 660 hours per Term Year - Billed in 15-minute increments - applicable to Sales & Use, Lodging and Rental & Lease Tax Types	\$98.00/HR	\$98.00/HR

(SOW EXHIBITS 1-2 TO FOLLOW)

SCHEDULE A- STATEMENT OF WORK
EXHIBIT 1 – TAX/FEE TYPES AND DISTRIBUTION OF FUNDS DESIGNATIONS

1. TAX/FEE TYPES DESIGNATIONS

Contractor will perform Tax/Fee Administration Services based on the designations set forth in Table 1 below.

Table 1: Tax/Fee Types and Rates

Tax/Fee Type Designations	Tax Rate Type	Tax Rate(s)
Sales/Use	General	
Sales/Use	Mfg Machine	
Sales/Use	Farm	
Sales/Use	Auto	
Sales/Use	Amusement	
Sales/Use	Vending	
Lodging (Hotel/Motel)	General	
Rental & Lease	General	
Alcohol	General	
Business Licenses	N/A	N/A

2. DISTRIBUTION OF FUNDS DESIGNATIONS

Client hereby authorizes Contractor to distribute payment funds in accordance with the designations set forth in Table 2 below:

Table 2: Distribution of Funds

Tax/Fee Type	Rate Type	Agency	Routing #	Account #	Distribution %
Sales/Use	General				
Sales/Use	Mfg Machine				
Sales/Use	Farm				
Sales/Use	Auto				
Sales/Use	Amusement				
Sales/Use	Vending				

Tax/Fee Type	Rate Type	Agency	Routing #	Account #	Distribution %
Lodging (Hotel/Motel)	General				
Rental & Lease	General				
Alcohol	General				
Business Licenses	N/A				

(VERIFICATION ON NEXT PAGE)

3. CLIENT ATTESTATION AND VERIFICATION

City of Vestavia Hills hereby verifies and attests that the tax/fee designations and distribution of funds details set forth in Table 1 and Table 2 of this Exhibit 1, respectively, are true, correct, and accurate as of the below signature date. Client acknowledges that Contractor is strictly relying on the accuracy of the information provided by Client in this Exhibit 1 to perform the Services under the SOW.

Client: VESTAVIA HILLS, AL

By: _____

Name/Title:

Date:

(END OF SOW EXHIBIT 1)

SCHEDULE A- STATEMENT OF WORK #1
EXHIBIT 2 – LETTER OF AUTHORIZATION

(TEMPLATE TO FOLLOW, PRINT ON CLIENT LETTERHEAD)

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by City of Vestavia Hills, Alabama.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Vestavia Hills has contracted with Neumo Group, LLC ("Neumo") to act as our duly authorized agent and perform taxpayer audit examination services for our jurisdiction. Therefore, Neumo is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, Neumo will provide you with the current version of the State of Alabama Publication 1A which details, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact Neumo's Audit Department at 1-800-556-7274.

Your cooperation is greatly appreciated during this process.

Sincerely,

City of Vestavia Hills, Alabama

INSERT SIGNATORY NAME
INSERT SIGNATURE TITLE
INSERT SIGNATURE DATE