



**Vestavia Hills
City Council Agenda
June 15, 2026
5:30 PM**

1. Call to Order
2. Roll Call
3. Invocation — Don Richards, Vestavia Hills Chaplain
4. Pledge of Allegiance
5. Approval of the Agenda
6. Proclamation - Alzheimer's & Brain Awareness Month - June 2026
7. Presentation - Alabama Association of Chiefs of Police - "Certificate of Accreditation"
8. Announcements, Candidates and Guest Recognition
9. City Manager's Report
10. Councilors' Reports
11. Approval Of Minutes - June 1, 2026 Regular Meeting

Old Business (Public Hearing)

12. Public Hearing - Ordinance Number 3335 - Rezoning - 3034, 3036, 3040, 3044 and 3048 Green Valley Rd and 3021, 3033, 3037, 3041 and 3045 Sunview Dr. - Rezone from Vestavia Hills R-8 and R-4 to Vestavia Hills R-9; Sunview Development, LLC, owner(s)
13. Public Hearing - Ordinance Number 3336 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a donation drop-off center at 3253 Cahaba Heights Road; Conquest Holdings LLC, owner(s); David Johnson, Vapor Ministries, representing
14. Public Hearing - Ordinance Number 3337 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 3155 Green Valley Road, Suite 6; Jack Datnoff, owner; Tom Dekle, Scenthound, representing
15. Public Hearing - Ordinance Number 3340 - An Ordinance Granting a Cable Television Franchise Agreement to Spectrum Southeast, LLC
16. Public Hearing - Ordinance Number 3341 - An Ordinance authorizing the Mayor and City Manager to execute any and all documents related to securing current manufacturer incentives for the future purchase of Motorola radios

17. Public Hearing - Resolution Number 5640 - A Resolution approving an economic development incentive agreement for Walmart, Inc., for the construction of a Walmart Neighborhood Market

New Business

18. Public Hearing - Resolution Number 5641 - A Resolution approving an alcohol license for Hilltop Liquor 1 Inc D/B/A Hilltop Liquor; Piyush Mayani; Executive
19. Resolution Number 5642 - A Resolution extending the deadline for the demolition of a building or structure located at 2750 Smyer Road

New Business Requesting Unanimous Consent (Public Hearing)

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

20. Citizens Comments
21. 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, Alabama has more than 103,600 Alabamians living with Alzheimer’s disease; and

WHEREAS, Alzheimer’s disease is a leading cause of death in the United States, and continues to profoundly impact individuals, families, caregivers and communities; and

WHEREAS, there are 222,000 dedicated family caregivers in Alabama who provide unpaid care at home valued at 6.4 billion dollars; and

WHEREAS, researchers in Alabama and around the world continue their efforts to develop scientific discoveries that could one day bring about a world without Alzheimer’s disease and other dementia; and

WHEREAS, Vestavia Hills, Alabama is committed to raising awareness about the early warning signs of Alzheimer’s and dementia, promoting brain health and risk reduction and helping families affected by dementia navigate available resources and support; and

WHEREAS, with early detection and diagnosis, individuals and their families can access treatment, enroll in research, participate in planning for the future and engage with agencies and organizations that support people living with dementia and their caregivers; and

WHEREAS, Vestavia Hills, Alabama joins in commemorating those who have passed from Alzheimer’s disease and honors those living with Alzheimer’s disease and other dementia, as well as their dedicated caregivers during Alzheimer’s & Brain Awareness Month of June, and throughout the year.

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 June 2026 as

ALZHEIMER’S & BRAIN AWARENESS MONTH

in Vestavia Hills, Alabama, and do commend this observance to all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 15th day of June 2026.

Ashley C. Curry
Mayor

Alabama Association of Chiefs of Police Law Enforcement Accreditation Program

Be it known that the

Vestavia Hills Police Department

having demonstrated its commitment to police excellence by living up to the progressive standards to ensure that police services are delivered within the community at the highest level of professionalism and integrity reflects the best professional practices in the areas of police management, administration, operations, and support services, is hereby recognized as an accredited agency for a period of five years upon the recommendation of the Alabama Law Enforcement Accreditation Committee and awarded this



Certificate of Accreditation



on this 28th day of April 2026

Chief Justin Lovvorn, President

Justin Lovvorn

Alabama Association of Chiefs of Police

Adrian Bramblett, Executive Director

Adrian Bramblett

Alabama Association of Chiefs of Police

Expires April 28, 2031



**Vestavia Hills
City Council Minutes
June 1, 2026
5:30 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 5:30 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilor Ali Pilcher

MEMBERS ABSENT: City Councilor Kimberly Cook, City Councilor Mike Vercher

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; Lori Beth Kearley, Public Works Director; Keith Blanton, Building Safety Director

3. Invocation - Steve Dedmon, Vestavia Hills Chaplain

4. Pledge of Allegiance

5. Approval of the Agenda

The Mayor opened the floor for a motion to approve the agenda as presented.

MOTION: Approve the agenda as presented. Motion By: Rusty Weaver. Seconded By: Ali Pilcher.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Ali Pilcher. No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

Mayor Curry welcomed Vestavia Hills Chamber of Commerce Board member Taylor Burton.

Mr. Weaver announced that the Planning & Zoning Commission will hold its regularly scheduled meeting on Thursday, June 11, at 6:00 pm.

7. Proclamation - Flag Day, June 14, 2026

The Mayor presented a Proclamation designating June 14, 2026, as "Flag Day." Mr. Downes read the Proclamation aloud, and the Mayor presented it to Vestavia Hills Police Department, Chief Ware.

8. City Manager's Report

Mr. Downes reported on micromobility safety enforcement activities, noting that both Hoover and Mountain Brook have reached out to replicate Vestavia Hills' approach. Chief Ware provided an update stating that officers have conducted 33 educational encounters since the program launched, with a Facebook educational post receiving approximately 56,000 views. Mr. Downes emphasized that this remains primarily a parental responsibility issue.

Mr. Downes reported that he and Assistant City Manager Cinnamon McCulley attended the Alabama City County Managers Association summer conference and announced that Public Services Director Lori Beth Kearley received the State of Alabama Department Head of the Year award, and Mayor Curry read a citizen thank you note commending the Public Services Department's prompt storm related debris removal.

Mr. Downes announced that the City received a \$2,500 grant from the America 250 AL program. The grant proceeds will help to fund patriotic window art in business districts throughout the City.

Mr. Downes provided updates on several major capital projects, noting that the pedestrian bridge, Massey Road improvements, and Highway 31 gateway project remain on schedule to be completed this summer. Work continues on the Veterans Memorial, with completion anticipated in September, and the Rocky Ridge/Dolly Ridge turn lane project is progressing toward completion prior to the start of the school year. The City Hall generator project remains on track for completion in July and will enhance the City's backup power capabilities.

Mr. Downes outlined the City's general incentive policy, explaining that incentives addressed defined feasibility gaps through performance based, sales tax rebate structures rather than blanket subsidies. The proposed economic development incentive for a Walmart Neighborhood Market at the former Winn-Dixie site in Cahaba Heights would enable demolition of an obsolete structure, infrastructure upgrades, and adaptive reuse for a higher and better retail use, with projected sales roughly triple those of the former Winn-Dixie's sales.

9. Councilors' Reports

None

10. Financial Reports - Zachary Clifton, Finance Director

Finance Director Zachary Clifton presented the March 2026 financial statements.

11. Approval of Minutes - May 18, 2026, Regular Meeting Minutes

The Mayor announced that the minutes of the May 18, 2026, regular meeting are being presented for approval. He opened the floor for a motion.

MOTION: Approve the minutes of the May 18, 2026 as presented. Motion By: Rusty Weaver. Seconded By: Ali Pilcher.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Ali Pilcher.
No: None. Abstain: None. Motion passed.

Old Business (Public Hearing)

12. Public Hearing - Resolution Number 5636 - A Resolution accepting the dedication of roadways and sidewalks for South Bend Lane and South Bend Circle

MOTION: Approve Resolution 5636 as presented. Motion By: Rusty Weaver. Seconded By: Ali Pilcher.

Mayor Curry explained that this is standard procedure after a subdivision is fully developed and the developer requests the city to assume maintenance responsibilities

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Ali Pilcher.
No: None. Abstain: None. Motion passed.

New Business

13. Public Hearing - Resolution Number 5635 - A Resolution approving an alcohol license for Aadhya Inc. D/B/A Grab N Go Liquor; Parath Patel, Tithiben Patel and Akshay Patel; Executives

MOTION: Approve Resolution 5635 as presented. Motion By: Rusty Weaver. Seconded By: Ali Pilcher.

The applicant, Parath Patel, confirmed that all employees are trained in ID verification procedures and use scanners to detect fake identification.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Ali Pilcher.
No: None. Abstain: None. Motion passed.

14. Public Hearing - Resolution Number 5639 - A Resolution approving an alcohol license for Liberty Park Hotel Partners LLC D/B/A Hilton Garden Inn Birmingham Liberty Park; James Maddox; Executive

MOTION: Approve Resolution 5639 as presented. Motion By: Rusty Weaver. Seconded By: Ali Pilcher.

Amanda Schaffner, representative of Hilton Garden Inn, confirmed that their bartender has

completed the responsible vending program approved by the ABC board and that they visually check IDs. She noted there will be no minibars in hotel rooms and the market will sell beer only.

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

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Ali Pilcher.
No: None. Abstain: None. Motion passed.

15. Ordinance Number 3338 - An Ordinance authorizing the Jefferson County Tax Assessor/Tax Collector to assess and collect municipal ad valorem taxes pursuant to Alabama law

MOTION: Approve Ordinance 3338 as presented. Motion By: Rusty Weaver. Seconded By: Ali Pilcher.

Mayor Curry explained that these annual ordinances authorize Jefferson County and Shelby County to collect certain fees and taxes on behalf of the city.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Ali Pilcher.
No: None. Abstain: None. Motion passed.

16. Ordinance Number 3339 - An Ordinance authorizing the Shelby County Tax Assessor/Tax Collector to assess and collect municipal ad valorem taxes pursuant to Alabama law

MOTION: Approve Ordinance 3339 as presented. Motion By: Rusty Weaver. Seconded By: Ali Pilcher.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Ali Pilcher.
No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

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

17. Public Hearing - Ordinance Number 3335 - Rezoning - 3034 3036, 3040, 3044 and 3048 Green Valley Rd and 3021, 3033, 3037, 3041 and 3045 Sunview Dr. - Rezone from Vestavia Hills R-8 and R-4 to Vestavia Hills R-9; Sunview Development, LLC, owner(s)

18. Public Hearing - Ordinance Number 3336 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a donation drop-off center at 3253 Cahaba Heights Road; Conquest Holdings LLC, owner(s); David Johnson, Vapor Ministries, representing

19. Public Hearing - Ordinance Number 3337 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a dog

grooming business at 3155 Green Valley Road, Suite 6; Jack Datnoff, owner; Tom Dekle, Scenthound, representing

- 20. Public Hearing - Ordinance Number 3340 - An Ordinance Granting a Cable Television Franchise Agreement to Spectrum Southeast, LLC**
- 21. Public Hearing - Ordinance Number 3341 - An Ordinance authorizing the Mayor and City Manager to execute any and all documents related to securing current manufacturer incentives for the future purchase of Motorola radios**
- 22. Public Hearing - Resolution Number 5640 - A Resolution approving an economic development incentive agreement for Walmart, Inc., for the construction of a Walmart Neighborhood Market**

23. Citizens Comments

None

24. Time Of Adjournment

There being no further business, Mr. Weaver made a motion to adjourn. The Mayor adjourned the meeting at 6:04 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Umang Patel, City Clerk



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

June 15, 2026

To: Jeff Downes, City Manager

From: Jack Wakefield, Planner/GIS

Cc:

RE: Public Hearing - Ordinance Number 3335 - Rezoning - 3034, 3036, 3040, 3044 and 3048 Green Valley Rd and 3021, 3033, 3037, 3041 and 3045 Sunview Dr. - Rezone from Vestavia Hills R-8 and R-4 to Vestavia Hills R-9; Sunview Development, LLC, owner(s)

Background:

This request is for a new 19-lot single-family subdivision. This collection of several properties along Green Valley Road and Sunview Drive are zoned as either R-8 or R-4, with a proposed rezoning to R-9.

Recommendation:

This was presented to the P&Z Commission in May. Vote to Recommend: 8-0

Fiscal Impact:

Attachments:

1. Ordinance 3335

2. RZ-26-7
3. Planning and Zoning Review and Recommendation (RZ-26-7)

ORDINANCE NUMBER 3335

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-8 and R-4 TO VESTAVIA HILLS R-9

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-8 (townhouse residential) and Vestavia Hills R-4 (medium density residential) to Vestavia Hills R-9 (planned residential district):

3036 and 3040 GreenValley Rd.
3034, 3044 and 3048 Green Valley Rd
3021, 3033, 3037, 3041 and 3045 Sunview Dr.
Sunview Development, LLC, owner(s)

More particularly described as follows:

Lots 1, 2, 3, 4, 5, 11, 12, 13, 14 in Block 1, according to the Survey of Meadowlawn Estates 1st Addition, as recorded in Map Book 47, Page 5, in the Probate Office of Jefferson County, Alabama.

and

Part of the SE 1/4 of SW 1/4 of Sec 15, T18S, R2W, Jefferson Co., AL,: Begin at the SW corner of said 1/4-1/4 section and run East along the South line for 264 feet; run thence in a northerly direction 15 feet to the North ROW line of Green Valley Rd; to the point of beginning; thence continue in a northerly direction 305.13 feet to the south ROW line of Sunview Dr; run thence in an easterly direction 131.5 feet along said ROW line; run thence in a southerly direction 301.38 feet to the north ROW line of said Green Valley Rd; run thence in a westerly direction 132.08 feet to the point of beginning.

APPROVED and ADOPTED this the 15th day of June, 2026.

ATTESTED BY:

Ashley Curry
Mayor

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 3335 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 15th day of June, 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.

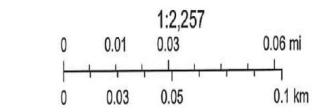
Umang Patel
City Clerk

ArcGIS Web Map



4/10/2026, 1:49:09 PM

- Vestavia Hills Zoning Classification
- R-2
 - R-4
 - R-6
 - R-8
 - A
 - Inst-1
 - B-1
 - RC-1
 - O-1
 - B-2*
- AddressPoints_shp



JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



Record No: RZ-26-7

Rezoning Application

Status: Active

Submitted On: 4/8/2026

Primary Location

3034 GREEN VALLEY RD
VESTAVIA HILLS, AL 35243

Owner

Sunview Development, LLC

Applicant

 Robert Easley



Property Information

Subject Property Address*

3034 Green Valley Rd

Tax Parcel ID Number

28 00 15 3 015 015.000

Legal Description 

Lots 1, 2, 3, 4, 5, 11, 12, 13, 14 in Block 1, according to the Survey of Meadowlawn Estates 1st Addition, as recorded in Map Book 47, Page 5, in the Probate Office of Jefferson County, Alabama.

and

Part of the SE 1/4 of SW 1/4 of Sec 15, T18S, R2W, Jefferson Co., AL.; Begin at the SW corner of said 1/4-1/4 section and run East along the South line for 264 feet; run thence in a northerly direction 15 feet to the North ROW line of Green Valley Rd; to the point of beginning; thence continue in a northerly direction 305.13 feet to the south ROW line of Sunview Dr; run thence in an easterly direction 131.5 feet along said ROW line; run thence in a southerly direction 301.38 feet to the north ROW line of said Green Valley Rd; run thence in a westerly direction 132.08 feet to the point of beginning.

Existing Parking Spaces

—

Proposed Parking Spaces

—

Submission Date*

04/08/2026

Type of Project*

New Residential Subdivision

Action Requested:

From Existing Zoning Classification*

R-4 and R-8

To Requested Zoning Classification*

R-9

For the Intended Purpose of:* 

Resurvey of 9 existing lots and 2 acres parcels into a new 19 lot subdivision.

Acreage of Subject Property*

3.80

Acreage of Property to be Disturbed*

3.80

Setbacks

Front

15

Back

15

Side

5

Open Space

0

Lot Coverage Percentage

60

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*

Sunview Development, LLC

Company Name

Owner Address City State Zip*

[Redacted Address]

Owner's Phone Number*

[Redacted 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 ?

Jonathan Belcher

Company Name

Sunview Development, LLC

Contact Email of Responsible Party

[Redacted Email]

Mailing Address of Responsible Party

[Redacted Mailing Address]

Phone No. of Responsible Party

[Redacted Phone Number]

Project Engineer Information (if applicable)

Name

Robert Easley

Company

Alabama Engineering Co., Inc.

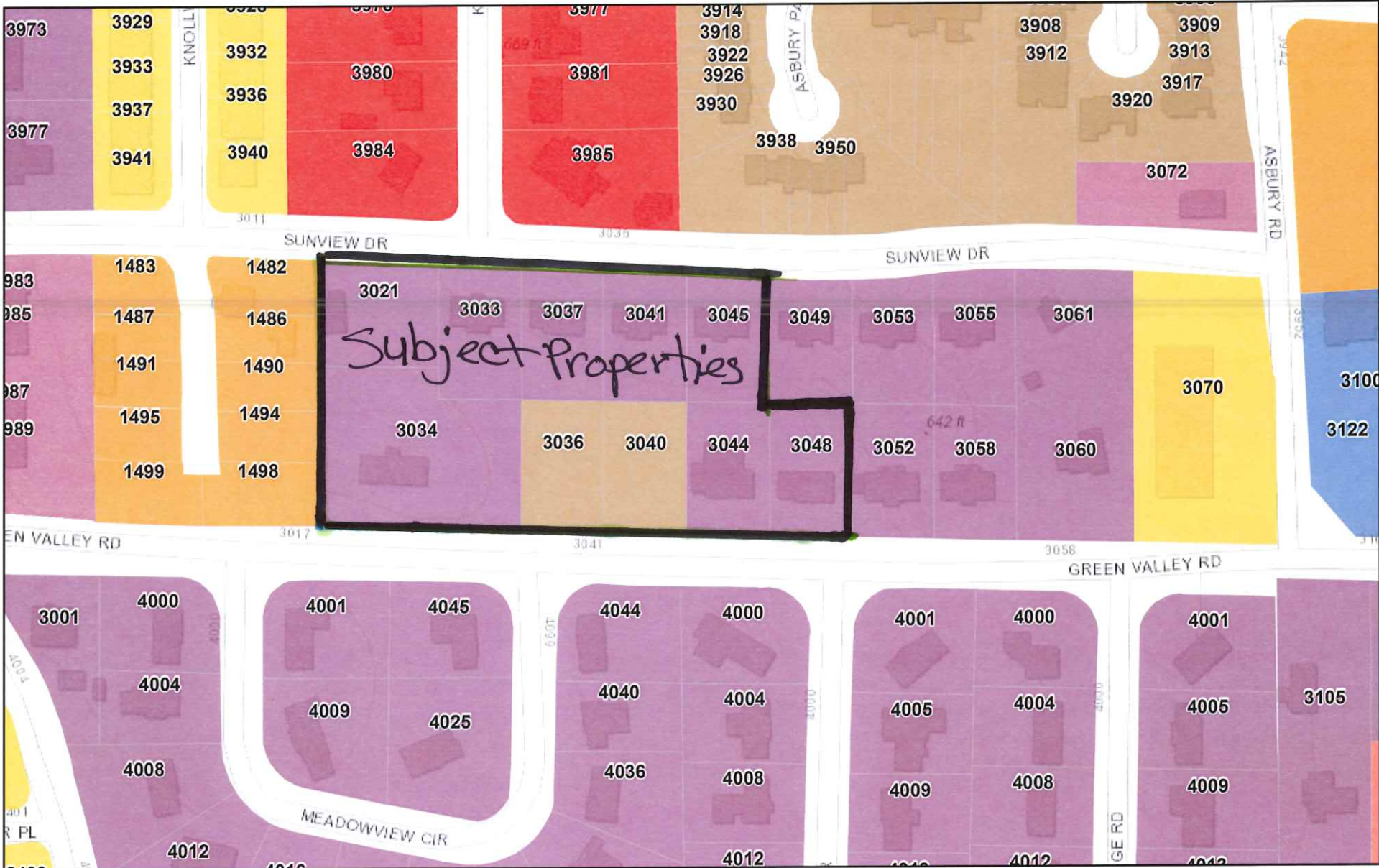
Mailing Address

[REDACTED]

Phone Number



[REDACTED]

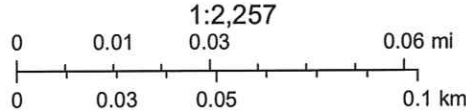
ArcGIS Web Map



4/10/2026, 1:49:09 PM

Vestavia Hills Zoning Classification

 R-2	 R-6	 A	 B-2*
 R-4	 R-8	 Inst-1	 B-1
 R-9	 RC-1	 O-1	AddressPoints_shp



JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



signature
HOMES

SH Sunview Drive - Cantor A



SH Sunview Drive - Cantor B





Sunview Drive - Gale A



SH Sunview Drive - Gale B



SH Sunview Drive - Hayes A



SH Sunview Drive - Hayes B







City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-26-7

Owner Name: Sunview Development, LLC

Owner Address: 3545 Market Street
Hoover, AL 35226

Representative: Jonathan Belcher

Rep. Address: 3545 Market Street
Hoover, AL 35226

Project Address: 3034 Green Valley Rd

Lots 1, 2, 3, 4, 5, 11, 12, 13, 14 in Block 1, according to the Survey of Meadowlawn Estates 1st Addition, as recorded in Map Book 47, Page 5, in the Probate Office of Jefferson County, Alabama.

Legal Description: and
Part of the SE 1/4 of SW 1/4 of Sec 15, T18S, R2W, Jefferson Co., AL; Begin at the SW corner of said 1/4-1/4 section and run East along the South line for 264 feet; run thence in a northerly direction 15 feet to the North ROW line of Green Valley Rd; to the point of beginning; thence continue in a northerly direction 305.13 feet to the south ROW line of Sunview Dr; run thence in an easterly direction 131.5 feet along said ROW line; run thence in a southerly direction 301.38 feet to the north ROW line of said Green Valley Rd; run thence in a westerly direction 132.08 feet to the point of beginning.

Parcel ID Number: 28 00 15 3 015 015.000

Current Zoning: R-4 and R-8

Requested Zoning: R-9

Intended Purpose: Resurvey of 9 existing lots and 2 acres parcels into a new 19 lot subdivision.

P&Z Recommendation: Unanimous Recommendation with no conditions. Vote 8-0

Date of P&Z Meeting: May 14, 2026

Authorized by: Vestavia Hills Planning and Zoning Commission,
Lindsey Cochran, Chair

Issued by: Jack Wakefield, City Planner



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

June 15, 2026

To: Jeff Downes, City Manager

From: Jack Wakefield, Planner/GIS

Cc:

RE: Public Hearing - Ordinance Number 3336 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a donation drop-off center at 3253 Cahaba Heights Road; Conquest Holdings LLC, owner(s); David Johnson, Vapor Ministries, representing

Background:

This request is for Conditional Use Approval for a Donation Drop-Off Center.

Recommendation:

This was presented to the P&Z Commission in May. Vote to Recommend: 8-0

Fiscal Impact:

Attachments:

1. Ordinance 3336
2. Planning and Zoning Review and Recommendation (CU-26-3)

3. CU-26-3

ORDINANCE NUMBER 3336

**AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL
FOR A DONTTION DROP OFF CENTER**

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

WHEREAS, David Johnson, representative of the business known as Vapor Ministries to be located at 3253 Cahaba Height Road, has submitted an application for conditional use approval for the operation of a donation drop off center to be conducted and located on said property; and

WHEREAS, it was indicated in the application for conditional use approval to allow the temporary storage of donated goods; and

WHEREAS, a copy of said application dated March 3, 2026, is attached and hereby incorporated into this Ordinance Number 3336.

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 donation drop off center; and
2. There shall be no outdoor storage of donated goods

ADOPTED and APPROVED this the 15th day of June, 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 3336 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 15th day of June, 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



City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation of Conditional Use



Case Number: CU-26-3
Owner Name: Conquest Holdings LLC
Owner Address: 400 Boardman Dr, Chelsea Al 35043

Representative: n/a
Rep. Address:

Project Address: 3253 Cahaba Heights Road, Vestavia Hills, AL

Metes and Bounds description on county website: P O B 125 FT S E OF E INTER OF BRASHER DRIVE & CAHABA HEIGHTS RD TH E 100 FT S ALONG CAHABA HEIGHTS RD TH S 165 FT S TH W 100 FT S TH N 165 FT S TO P O B LYING IN S E 1/4 OF N E 1/4 SEC 22 T 18 S R 2 W

Legal Description:

Parcel ID Number: 28 00 22 1 017 004.000
Current Zoning: B3

Request Conditional Use: We desire to use the property as a staffed Donation Drop Off Center with set hours. This would involve the receipt of donated goods from customers and temporary storage of those goods until they can be transported to our stores by box truck. There will not be any outside donation boxes.

Date of P&Z Meeting: 05/14/2026
P&Z Recommendation: Unanimous Recommendation with no conditions. Vote 8-0

Authorized by: Vestavia Hills Planning and Zoning Commission, Lindsey Cochran, Chair
Issued by: Jack Wakefield, City Planner



Record No: CU-26-3

Conditional Use Application

Status: Active

Submitted On: 3/26/2026

Primary Location

3253 CAHABA HEIGHTS RD
VESTAVIA HILLS, AL 35243

Owner

Conquest Holdings LLC
3253 Cahaba Heights Rd
1069 MONTGOMERY HWY
VESTAVIA HILLS, Alabama
35216

Applicant

 David Johnson



Owner Information

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

Property Owner:*

Conquest Holdings LLC

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



Property Owner Telephone Number:



Check Below if Property Owner is Responsible for Postage Costs



Representing/Responsible Party

Representing Agent:

n/a

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

Representing Agent Telephone No.:

Check Below if Representing Agent is Responsible
for Postage Charges

Property Information

Property Address:*

3253 Cahaba Heights Road, Vestavia
Hills, AL

County Parcel ID Number:


28 00 22 1 017 004.000

Legal Description of Subject Property:*

Metes and Bounds description on county website: P O B 125 FT S E OF E INTER OF BRASHER
DRIVE & CAHABA HEIGHTS RD TH E 100 FT S ALONG CAHABA HEIGHTS RD TH S 165 FT S TH
W 100 FT S TH N 165 FT S TO P O B LYING IN S E 1/4 OF N E 1/4 SEC 22 T 18 S R 2 W

Current Zoning Classification of Subject Property:*

B3

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

We desire to use the property as a staffed Donation Drop Off Center with set hours. This would involve the receipt of donated goods from customers and temporary storage of those goods until they can be transported to our stores by box truck. There will not be any outside donation boxes.

Explanation of Reasons for Conditional Use

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

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

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

It will not. Our desire is to enhance and improve the existing facility.

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

Yes, We desire to offer citizens a convenient donation experience that allows them to contribute to a global faith based ministry that is doing tremendous good and impacting the lives of many. The donations received will support our retail stores with gently used items for resale including our existing retail store in Vestavia. We believe allowing citizens the opportunity to donate goods prevents many items from going to land fills thus having a positive impact on the environment. We have many customers and donors who already live and work in the area.

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

Yes

4. The request shall not adversely affect adjacent properties:*

It will not.

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

Yes

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

Yes

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

Yes

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

Yes

9. The request will not create undue traffic congestion:*

No, The area will be servicing a limited number of vehicles per day. It is a drive thru situation where vehicles will drop off and exit. Our desire is a convenient drop off location that would allow customers to drop off on the same trip into Cahaba Heights to shop other retail operations.

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

Yes



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

June 15, 2026

To: Jeff Downes, City Manager

From: Jack Wakefield, Planner/GIS

Cc:

RE: Public Hearing - Ordinance Number 3337 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 3155 Green Valley Road, Suite 6; Jack Datnoff, owner; Tom Dekle, Scenthound, representing

Background:

This request is for Conditional Use Approval for Pet Grooming.

Recommendation:

This was presented to the P&Z Commission in May. Vote to Recommend: 8-0

Fiscal Impact:

Attachments:

1. Ordinance 3337
2. Planning and Zoning Review and Recommendation (CU-26-4)

3. CU-26-4

ORDINANCE NUMBER 3337

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

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

WHEREAS, Tom Dekle, representative of the business known as Scenthound to be located at 3155 Green Valley Road Suite 6 , and shopping center owner Jake Datnoff , has submitted an application for conditional use approval for the operation of an appointment only dog bathing and grooming services to be conducted and located on said property; and

WHEREAS, it was indicated in the application for conditional use approval to allow the use of an appointment only dog grooming business with no boarding or veterinary services

WHEREAS, a copy of said application dated April 9, 2026, is attached and hereby incorporated into this Ordinance Number 3337.

**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 bathing and grooming business; 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 3155 Green Valley Road Suite 6; 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 twelve (12) months, this conditional use approval shall be nullified and said Ordinance Number 3323 shall be automatically repealed.

ADOPTED and APPROVED this the 15th day of June, 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 3337 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 15th day of June, 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



Record No: CU-26-4

Conditional Use Application

Status: Active

Submitted On: 4/9/2026

Primary Location

3155 GREEN VALLEY RD
VESTAVIA HILLS, AL 35243

Owner

Jake Datnoff
1st Avenue South 2301 Birmingham, AL 35233

Owner Information

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

Property Owner:*

Jake Datnoff

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

2301 1st Avenue South, Suite 206,
Birmingham, AL 35233

Property Owner Telephone Number:

205-795-4131

Check Below if Property Owner is Responsible for Postage Costs

Representing/Responsible Party

Representing Agent:

Jake Datnoff

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

2301 1st Avenue South, Suite 206,
Birmingham, AL 35233

Representing Agent Telephone No.:

205-795-4131

**Check Below if Representing Agent is Responsible
for Postage Charges**



Property Information

Property Address:*

3155 Green Valley Road, Suite 6,
Vestavia Hills, AL 35243

County Parcel ID Number:

2800221004001000

Legal Description of Subject Property:*

COM NE COR OF NW 1/4 OF NE 1/4 SEC 22 TP 18 R 2W TH W 37 FT TH S 60.1 FT
TO POB TH CONT S 270 FT TH W 456.6 FT TH NW 133.6 FT TH W 100 FT TH N
80 FT TH E 90 FT TH N 118.2 FT TH E 369.3 FT TO POB LESS EXC ROW

Current Zoning Classification of Subject Property:*

B-2

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

We are the local franchisee for Scenthound – a dog bathing and grooming business. We currently have 4 physical locations in the Birmingham area and would like to open a 5th location in Cahaba Heights (Vestavia Hills). The shopping center in Cahaba Heights we would like to be a part of is zoned B-2.

It appears that dog grooming does not fall into an existing category. While there are approximately 8 dog grooming services in Vestavia, it does not appear that any are in locations zoned B-2. Therefore, we are requesting a Conditional Use approval for 3155 Green Valley Road, Suite 6, Vestavia Hills, AL 35243.

As a point of reference, we strictly provide dog bathing and grooming services. We do not offer boarding and we do not offer Veterinary services.

Explanation of Reasons for Conditional Use

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

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

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

We (Scenthound) provide dog bathing and grooming services. We have 4 existing locations in the Birmingham area and they all have very high customer review ratings. Our current locations in the Birmingham area are in Greystone/Lee Branch, Hoover, Trussville and Homewood/Mt Brook. While there are approximately 8 pet grooming businesses in the City of Vestavia, we offer similar services through a different business model, i.e., membership based, highly convenient for customers with a recognized better value proposition. Dog ownership is an integral part of daily life . . . and growing. Our goal is to make this as easy and satisfying as possible for owners and their dogs.

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

Yes – dog grooming is a highly desirable service as evidenced by the presence of 8 other pet grooming business operating in The City of Vestavia. Our services are similar, but our business model is more attractive to a lot of customers as seen in our other locations. We welcome the opportunity to show you any of our Birmingham area locations. They are in Greystone/Lee Branch, Trussville, Hoover and Mt Brook/Homewood.

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

Yes – Our services are similar to the existing pet grooming businesses in The City of Vestavia. Our business model has become very popular due to our value proposition and simplicity. We make it cost-effective and easy for our customers to have their dogs bathed and groomed.

4. The request shall not adversely affect adjacent properties:*

This request will not adversely affect adjacent properties or tenants:

- 1) Our model is highly efficient, requires minimal parking and has low foot-traffic at any given time.
- 2) The "design & construction" elements of our spaces are time-proven via 150+ locations scattered around the Southeast at the franchise level. This is done by continuous input from our store operators, licensed architects, licensed contractors and manufacturers that provide proven materials that are tested and backed by engineered specifications.
- 3) As a part of our space construction build-out, we install materials that are designed and manufactured to minimize sound transfer to adjoining spaces. E.g., we install Quiet Rock over fire-rated sheetrock on all walls and we install Rockwool on top of acoustical ceiling tile.
- 4) We do not offer any boarding or veterinary services and there are no dogs onsite other than during our business hours of Mon-Sat 8am-5pm.

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

Yes - The landlord/building owner has approved us and we are actively pursuing a lease at 3155 Green Valley Road, Suite 6, Vestavia Hills, AL 35243. In fact, our lease is contingent on us receiving this Conditional Use approval.

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

Yes - The space we are pursuing is located in an existing shopping center that has all of these services. Nothing we do or will do before, during or after construction will change or compromise any of these services.

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

Yes - we have 4 locations in the Birmingham area and 4 locations in the Nashville area. All of our locations operate under signed legal multi-year leases. All of these lease contain requirements on behalf of the landlord and/or us as tenants to maintain our facilities and stay in compliance with all local codes and regulations.

We welcome access to any of our current leases, plus the lease we are negotiating for the space at 3155 Green Valley Road, Suite 6, Vestavia Hills, AL 35243 .

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

Our business services do not require the use of any hazardous materials. Our construction documents and mechanical systems are designed and built by licensed architects, licensed engineers and licensed contractors. All of our systems are approved and inspected during the permitting and construction processes . . . and signed off by inspectors before we receive our Certificates of Occupancy. Plus, we are routinely inspected by local authorities for ongoing compliance. We have no outstanding issues at any of our locations.

9. The request will not create undue traffic congestion:*

We will not contribute to traffic congestion. Our business model is simple, efficient and effective: 1) customers schedule their dog's appointment via our mobile app, 2) customers drop off their dog just prior to their scheduled appointment, 3) we perform the designated service, which takes 30 to 45 minutes, 4) the customer is text-notified as soon as their dog is ready and 5) the customer picks up their dog shortly thereafter.

Note that drop-off and pick-up only take a few minutes. Since appointments are prescheduled and spread out through the day, there are rarely more than 1 to 2 customers onsite and any given time.

FYI - Our business hours are Mon-Sat 8am-5pm.

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

We will definitely comply with all applicable regulations, requirements and conditions necessary. This will be evidenced by us doing so through obtaining and maintaining all proper approvals, leases, permits and licenses as required by our formal agreements and all State and Local authorities.



City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation of Conditional Use



Case Number: CU-26-4
 Owner Name: Jake Datnoff
 Owner Address: 2301 1st Avenue South, Suite 206, Birmingham, AL 35233

Representative: Jake Datnoff
 Rep. Address: 2301 1st Avenue South, Suite 206, Birmingham, AL 35233

Project Address: 3155 Green Valley Road, Suite 6, Vestavia Hills, AL 35243
 Legal Description: COM NE COR OF NW 1/4 OF NE 1/4 SEC 22 TP 18 R 2W TH W 37 FT TH S 60.1 FT TO POB TH CONT S 270 FT TH W 456.6 FT TH NW 133.6 FT TH W 100 FT TH N 80 FT TH E 90 FT TH N 118.2 FT TH E 369.3 FT TO POB LESS EXC ROW
 Parcel ID Number: 2800221004001000
 Current Zoning: B-2

Request Conditional Use: We are the local franchisee for Scenthound - a dog bathing and grooming business. We currently have 4 physical locations in the Birmingham area and would like to open a 5th location in Cahaba Heights (Vestavia Hills). The shopping center in Cahaba Heights we would like to be a part of is zoned B-2. It appears that dog grooming does not fall into an existing category. While there are approximately 8 dog grooming services in Vestavia, it does not appear that any are in locations zoned B-2. Therefore, we are requesting a Conditional Use approval for 3155 Green Valley Road, Suite 6, Vestavia Hills, AL 35243.

As a point of reference, we strictly provide dog bathing and grooming services. We do not offer boarding and we do not offer Veterinary services.

Date of P&Z Meeting: 05/14/2026
 P&Z Recommendation: Unanimous Recommendation with no conditions. Vote 8-0

Authorized by: Vestavia Hills Planning and Zoning Commission, Lindsey Cochran, Chair
 Issued by: Jack Wakefield, City Planner



Record No: CU-26-4

Conditional Use Application

Status: Active

Submitted On: 4/9/2026

Primary Location

3155 GREEN VALLEY RD
VESTAVIA HILLS, AL 35243

Owner

Jake Datnoff
1st Avenue South 2301
Birmingham, AL 35233

Applicant

 Tom Dekle



Owner Information

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Property Owner:*

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



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Check Below if Property Owner is Responsible for Postage Costs



Representing/Responsible Party

Representing Agent:

Jake Datnoff

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

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Yes - The space we are pursuing is located in an existing shopping center that has all of these services. Nothing we do or will do before, during or after construction will change or compromise any of these services.

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Note that drop-off and pick-up only take a few minutes. Since appointments are prescheduled and spread out through the day, there are rarely more than 1 to 2 customers onsite and any given time.

FYI - Our business hours are Mon-Sat 8am-5pm.

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

We will definitely comply with all applicable regulations, requirements and conditions necessary. This will be evidenced by us doing so through obtaining and maintaining all proper approvals, leases, permits and licenses as required by our formal agreements and all State and Local authorities.



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

June 15, 2026

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance Number 3340 - An Ordinance Granting a Cable Television Franchise Agreement to Spectrum Southeast, LLC

Background:

Charter/Spectrum has provided cable television services for the city of Vestavia Hills over a long period of time and has operated under a franchise agreement with the City. That franchise agreement has expired, and they desire to continue to provide cable television services into the future under the terms of a new 10-year franchise agreement. They have agreed to the City's standard franchise language that governs the use of City rights-of-way, permitting requirements, service levels, and means of recourse should damages occur during the installation or maintenance of their infrastructure.

Recommendation:

It is recommended that an additional ten-year term be authorized for Spectrum Southeast, LLC to continue as a cable television provider in our city while being governed by a new franchise agreement.

Fiscal Impact:

The franchise fee will remain the same as the expiring franchise agreement and consistent with similar franchise agreements.

Attachments:

1. PH Boone Legal Opinion Letter to City Manager Jeffrey D. Downes May 11 2026
2. Ordinance 3340

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

May 11, 2026

By Electronic Mail

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

In Re: Cable Television Franchise Ordinance for Vestavia Hills, Alabama
and Spectrum Southeast, LLC

Dear Mr. Downes:

In accordance with your request, I have reviewed the latest redline draft of the proposed Franchise Agreement with Spectrum Southeast, LLC. I approve it from a legal standpoint without any recommendations for additions, deletions, changes and/or corrections.

MY COMMENTS

1. I was happy to read that Spectrum expects and agrees to purchase permits, as well as paying the franchise fee (Section 2a, Section 3(1)(b) and Section 3(6)).

2. As you know, we have had many complaints during recent City Council meetings regarding the destruction of private property by utility companies. The franchise allows Spectrum to use and work on public property, but does not give Spectrum the right to enter, work on or use any private property whatsoever.

Should, however, Spectrum damage any such private property, then in such Spectrum owes a legal duty to the property owner for restoration. The Franchise Agreement does not require Spectrum to restore private property pursuant to Section 3(3), but Alabama law does.

3. Section 7 covers liability insurance. It is my legal opinion that an aggregate of \$2,000,000.00 plus an umbrella of an additional \$2,000,000.00 is sufficient coverage. The City is an additional insured under both coverages.

Some Alabama law applicable to liability is set forth below.

A. Municipalities may only be liable for the negligent acts of its employees acting in the line and scope of their employment pursuant to Title 11-47-190, *Code of Alabama, 1975*. I do not envision any employee or official doing work on City property pursuant to the Spectrum franchise.

B. The maximum damages recoverable against a municipality pursuant to Title 11-93-2, *Code of Alabama, 1975*, is \$100,000.00/\$300,000.00 for personal injuries and \$100,000.00 for damage or loss of property arising out of any single occurrence.

C. Alabama law at Title 11-47-191(b), *Code of Alabama, 1975*, provides that when a judgment shall be obtained against a municipality and another party, then in such event the plaintiff must collect against the other party before levying execution against the City.

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

Sincerely,



Patrick H. Boone
Attorney for Vestavia Hills

PHB:gp

ORDINANCE NUMBER 3340

**AN ORDINANCE GRANTING A FRANCHISE AGREEMENT WITH
SPECTURM SOUTHEAST, LLC**

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT, by and between the **CITY OF VESTAVIA HILLS, ALABAMA**, a municipal corporation (hereinafter referred to as the “City”), and **Spectrum Southeast, LLC**, an Alabama limited liability company, whose address is **151 London Parkway, Birmingham AL, 35211** (hereinafter referred to as the “Grantee”).

WHEREAS, Spectrum Southeast, LLC, doing business as Charter Communications, has provided cable television services within the City for an extended period of time pursuant to a franchise agreement with the City; and

WHEREAS, the prior franchise agreement between the City and the Grantee has expired, and the Grantee desires to continue providing cable television services within the City under the terms and conditions of a new franchise agreement; and

WHEREAS, the City and the Grantee have negotiated a proposed ten (10) year franchise agreement governing the continued provision of cable television services and the use of City rights-of-way; and

WHEREAS, the proposed franchise agreement incorporates the City’s standard franchise provisions regarding the use of public rights-of-way, permitting requirements, service standards, and remedies available to the City in the event of damages resulting from the installation, operation, or maintenance of infrastructure; and

WHEREAS, the City Council finds that entering into the proposed franchise agreement is in the best interest of the City and its residents to ensure the continued availability of cable television services and to establish clear operational standards and protections for the public.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the City and the Franchisee enter into this Franchise Agreement and agree as follows:

Section 1. The Mayor and City Manager are hereby authorized to execute the Franchise Agreement attached hereto as Exhibit “A” and incorporated herein by reference.

ADOPTED AND APPROVED this the 15th day of June, 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 3340 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 15th day of June, 2026, as same appears in the official records of said City.

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

Umang Patel
City Clerk

CABLE TELEVISION FRANCHISE ORDINANCE

FOR

VESTAVIA HILLS, ALABAMA

AND

SPECTRUM SOUTHEAST, LLC

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ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM SOUTHEAST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN VESTAVIA HILLS, ALABAMA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY;

The City Council of Vestavia Hills, Alabama ordains:

STATEMENT OF INTENT AND PURPOSE

Franchise Authority intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of Franchise Authority and the public generally. Further, Franchise Authority may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the Franchise Authority Council, in the best interests of Franchise Authority and its residents.

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Franchise Authority Council makes the following findings:

1. Grantee has substantially complied with the material terms of the current Franchise under applicable laws;
2. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. Grantee's plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
4. The Franchise granted to Grantee by Franchise Authority complies with the existing applicable state statutes, federal laws and regulations; and
5. The Franchise granted to Grantee is nonexclusive.

**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.
 - a. “Applicable Laws” means (a) any generally applicable law, statute, charter, ordinance, or code applied in a uniform, non-discriminatory manner; (b) federal or state statute, law, or regulation; and (c) any other final legal authority governing any of the matters addressed in this Franchise.
 - b. “Basic Cable Service” means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 543(b) (7).
 - c. “City Council” means the governing body of Vestavia Hills, Alabama.
 - d. “Cable Act” shall mean the Cable Communications Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
 - e. “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 522(6).
 - f. “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:
 - i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - ii. a facility that serves Subscribers without using any public Right-of-Way;

- iii. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - iv. an open video system that complies with 47 U.S.C. § 573; or
 - v. any facilities of any electric utility used solely for operating its electric utility systems.
 - vi. Cable System as defined herein shall be the definition set forth in 47 U.S.C. § 522(7).
- g. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel.
 - h. “Franchise Authority” or “Grantor” means City of Vestavia Hills, a municipal corporation, in the State of Alabama, acting by and through its City Council, or its lawfully appointed designee.
 - i. “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest distribution point of the System.
 - j. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
 - k. “Franchise” or “Cable Franchise” means this franchise agreement.
 - l. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the Franchise Authority or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall be the definition set forth in 47 U.S.C. § 542(g).
 - m. “Grantee” is Spectrum Southeast, LLC, its lawful successors, transferees or assignees.

- n. “Gross Revenue” means any and all revenue derived by Grantee from the operation of its Cable System to provide Cable Service within the Franchise Authority including, but not limited to, 1) all Cable Service fees, 2) Franchise Fees, 3) late fees and, 4) installation and reconnection fees, 5) upgrade and downgrade fees, 6) local, state and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue. The term “Gross Revenue” shall not include launch fees, bad debts or any generally applicable taxes or fees on Services furnished by Grantee imposed upon Subscribers by any municipality, state or other governmental unit, credits, refunds and any amounts collected from Subscribers for deposits. Franchise Authority and Grantee acknowledge and agree that Grantee will maintain its books and records in accordance with generally accepted accounting principles (GAAP).
- o. “Normal Business Hours” means those hours during which most similar businesses in Franchise Authority are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. § 76.309, as may be amended.
- p. “Normal Operating Conditions” means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be the definition set forth in 47 C.F.R. § 76.309, as may be amended.
- q. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be the definition set forth in 47 U.S.C. § 522 (14), as may be amended.
- r. “Person” is any person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
- s. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in which the Franchise Authority has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, utility easements or any other place, area, or real property owned by or under the control of Franchise Authority which are dedicated for compatible use.
- t. “Franchise Area” means the entire geographic area within the Franchise Authority as it is now constituted or may in the future be constituted.

- u. “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall be the definition set forth in 47 C.F.R. § 76.309.
- v. “Standard Installation” means any residential Installation which can be completed using an aerial Drop of one hundred twenty-five (125) feet or less.
- w. “Subscriber” means any Person who receives broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall be the definition set forth in 47 C.F.R. § 76.5(ee).
- x. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall be the definition set forth in 47 U.S.C. § 522(20).

**SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS**

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the generally applicable permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in the City, a Cable System and shall have the right and privilege to provide Cable Service under the Franchise. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.
 - b. This Franchise shall be nonexclusive, and Franchise Authority reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service.
 - c. If the Grantor, at any time during the term of this Franchise, voluntarily agrees and enters into any franchise agreement with any other cable franchisee (i.e., any other provider of Cable Services or video services within the Service Area using the Rights-of-Way that provides cable services regulated by the Cable Act) which provides more favorable terms to such franchisee with respect to (i) a franchise fee, (ii) PEG channels, (iii) performance bonds, or (iv) customer service requirements, related to such Cable Services, then the Grantor, within forty-five (45) days of the written notice and request of the Grantee, will offer the Grantee an amendment to this Franchise on the same or substantially the same such terms with respect to those items.

3. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the effective date as provided in Section 11.1 unless sooner renewed, revoked or terminated as herein provided.
4. Previous Franchises. Upon acceptance by Grantee as required by Section 11.2 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee.
5. Compliance with Applicable Laws, Resolutions and Ordinances.
 - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in the City. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, of the Franchise Authority. This Franchise may also be modified or amended with the mutual written consent of Franchise Authority and Grantee as provided in Section 10.3 herein.
 - b. Grantor shall at all times be subject to and comply with all Applicable Laws with respect to this Franchise.
 - c. Grantee shall comply with the terms of any Franchise Authority ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within Franchise Authority, provided that it does not discriminate between different users of the Rights-of-Way.
 - d. In the event of any conflict between this Franchise and any Franchise Authority ordinance or regulation which addresses usage of the Rights-of-Way, the terms of this Franchise shall govern, provided however Grantee shall at all times comply with Franchise Authority ordinances of general applicability promulgated by the Franchise Authority in accordance with its police powers.
6. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Grantee or Franchise Authority or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Franchise Authority: City of Vestavia Hills
 Attn: City Manager
 1032 Montgomery Hwy
 Vestavia Hills, AL 35216

If to Grantee: Charter Communications
 Attn: Government Affairs
 151 London Parkway
 Birmingham, AL 35211

With nonbinding courtesy copies to:

Charter Communications
 Attn: VP, Government Affairs
 601 Massachusetts Avenue - 4th Floor
 Washington, DC 20001

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of generally applicable local ordinances, and state and federal laws concerning the Rights of Way.
 - b. Grantee agrees to obtain a permit as required by Franchise Authority, pursuant to any generally applicable ordinance concerning construction in the Rights of Way, prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities in the Right of Way, other than for the normal routine installation of Drops(s). The Franchise Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. Permits for emergency work, if necessary, shall be applied for as soon as possible, but in no event later than (5) business days after the emergency work has commenced.
 - c. City may issue reasonable policy guidelines applicable to all Rights-of-Ways users to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply, to the extent technically feasible, with the procedures established by the City Manager or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
 - d. Grantee shall have the opportunity to meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments, within the City where extension of Cable Service is economically feasible at Grantee's discretion, in a timely manner upon written notification of such meetings to the Grantee.
 - e. Subject to Applicable Laws and reasonable advance notice, which in no event shall be less than thirty (30) days, when Franchise Authority uses its prior superior right to the Rights-of-Way, Grantee shall move its property that is located in the Rights-of-Way to such a location as Franchise Authority directs. The relocation shall be made at Grantee's expense unless otherwise provided by Applicable Law or funds are

available to or from Grantor or any agency thereof to directly or indirectly reimburse any other user(s) of the Rights-of-Way for their cost of relocation, in which case Grantee shall be reimbursed on a comparable basis. Nothing in this Franchise shall be construed to prevent Franchise Authority from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work. The City reserves the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, including but not limited to seeking injunctive relief in any court of competent jurisdiction. The pursuit of any right or remedy by the Grantor shall not prevent the Grantor from seeking additional remedies available to it under Applicable Law.

2. Minimum Interference.

- a. Grantee shall use commercially reasonable efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
- b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.

3. Disturbance or damage. Any and all Rights-of-Way, or public property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition reasonably comparable to that prevailing prior to Grantee's work, as reasonably determined by Franchise Authority, except to the extent such damage or disturbance was the product of the Grantor's or a third party's negligence or misconduct, other than a third-party contractor or subcontractor of Grantee. If Grantee shall fail to promptly perform the restoration required herein, after written request of Franchise Authority and a thirty (30) day opportunity to satisfy that request, Franchise Authority shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event Grantee is determined to be solely responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse Franchise Authority for such reasonable cost of restoration within thirty (30) days after its receipt of Franchise Authority's invoice thereof. During construction or maintenance, if the Grantee or its employees damage or

break any lines, cables, ducts, conduit or other facilities located in the Rights-of-Way, notice shall be given promptly to the affected third party and to the City.

4. Temporary Relocation.

- a. At any time during the period of the Franchise, Grantee shall protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of Franchise Authority, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a Franchise Authority project or activity makes disconnection, removal, or relocation necessary or less expensive for Franchise Authority. If the City requests the relocation, removal, or reinstallation of any of Grantee's facilities in any of the Rights-of-Way for the sole purpose of installing or providing its own cable television or communications services or those of a second cable television or communications service provider in competition with Grantee, then such cost shall not be borne by Grantee but by the City or requesting entity.
- b. Grantee shall, on prior written request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.

5. Tree Trimming and Shrubbery. The Grantee shall comply with the City's generally applicable Tree Preservation Regulations, as amended.

6. Construction Staffing. During the term of the Franchise, the Grantee shall have sufficient full-time supervisors on staff solely to supervise construction plans and the construction practices of its subcontractors. The Grantee shall provide the means for immediate notification and communication by the City with the supervisor in the field by means of a pager, cellular phone or other similar means of communication during all phases of construction. All construction work or any other work performed by the Grantee, its employees, agents, its duly licensed contractors and sub-contractors shall be in compliance with the plans and specifications approved by the City, and shall be subject to all applicable ordinances, rules and regulations, including licensing and permitting, as well as any licensing and permitting fees charged to all Persons operating in the Rights-of-Way.

7. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the City Manager, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against Franchise Authority for restoration, repair or damages. Grantor is aware that the communication facilities of the Grantee can and does transport emergency required communications such as phone and internet life monitoring services if a representative of the Grantor disconnects or damages the facilities of the Grantee.
8. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regarding or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
9. Installation records. Grantee shall keep accurate installation records of the location of all facilities in the Rights-of-Way and public ways and, upon written request of Franchise Authority, will make them available for viewing by Franchise Authority at Grantee's office or in a mutually agreed upon location.
10. Locating facilities.
 - a. If during the design process for public improvements, Franchise Authority discovers a potential conflict between Grantee's facilities and proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days after written notice from Franchise Authority
 - b. Franchise Authority reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, or maintain any Public Way, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way.
11. Interference with Franchise Authority Facilities.

The installation, use and maintenance of the Grantee's facilities within the Rights-of-Way authorized herein shall be in such a manner as not to interfere with the placement, construction, use and maintenance of its Rights-of-Way, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other systems that have been installed, maintained, used or authorized by Franchise Authority.

12. Safety Requirements.

- a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
- b. Grantee shall install and maintain its System and other equipment in accordance with the requirements of the National Electric Safety Code and all other Applicable Laws, and in such manner that they will not interfere with Franchise Authority communications technology related to health, safety and welfare of the residents.
- c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of Franchise Authority, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of Franchise Authority or any Person.

**SECTION 4.
DESIGN PROVISIONS**

1. System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.
2. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System.
3. Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.
4. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

5. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of Franchise Authority also be filed with Franchise Authority or its designee within ten (10) days of the date of request.
6. Annexation. Upon the annexation of any additional land area by the Franchise Authority, if the annexed area is not currently served by a cable operator it will be subject to the other provisions of this Section 4. If the annexed area is served by a cable operator, Grantee has the option to extend its Cable System to the newly annexed area if Grantee determines that it is economically feasible to do so. Upon the annexation of any additional land area by the Franchise Authority, the annexed area shall be subject to all the terms of this Franchise upon sixty (60) days of written notification by the Franchise Authority to Grantee. A cable operator other than Grantee whose Cable System already passes homes in an annexed area shall not extend its Cable System beyond those homes which it passes at the time the annexation occurs unless it otherwise obtains a franchise from the Franchise Authority. In the event the Grantor modifies the Franchise Area by annexation or any other means, the Franchise Authority shall provide at least sixty (60) days prior notice to the Grantee. The Franchise Authority shall also notify Grantee of all new street address assignments or changes within the Franchise Area. Said notice shall be in writing to the address set forth below by U.S. certified mail, return receipt requested. Franchise Authority shall provide detail and information, including address files and maps in sufficient detail and in an acceptable digital format, if feasible. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area within ninety (90) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee.

All notices provided under this subsection shall be delivered to the Grantee at the following addresses:

Charter Communications
 Attn: Government Affairs Director
 151 London Parkway
 Birmingham, AL 35211

With a courtesy copy to:

Charter Communications
 Attn: Government Affairs, VP Franchising
 601 Massachusetts Avenue – 4th Floor
 Washington, DC 20001

Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to section 2, paragraph 7.

7. Service Area. The Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (“Service Area”). Grantee shall have the right, but not the obligation, to extend the Cable System

into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

SECTION 5. SERVICE PROVISIONS

1. Sales Procedures. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation. Grantee's sales personnel will not be required to compensate Franchise Authority for any permit that may be required. Vestavia Hills Ordinance 2474, as may be amended, shall apply to the door-to-door sales procedures of Grantee. It is included as Exhibit C to this franchise agreement.
2. Consumer Protection and Service Standards. The Grantee shall comply with all applicable federal regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise. . The customer service obligations as of the Effective Date are attached at Exhibit A.
3. Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. Each party reserves the right to enforce the other party's compliance with all Applicable Laws to the maximum extent legally permissible.

SECTION 6. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City Manager or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the City Council shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay quarterly to Franchise Authority a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues,
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters. Upon request, Grantee shall provide a report showing the basis for the computation in form and substance substantially the same as Exhibit B attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the Franchise Authority on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8.8.1). If the Franchise

Fee payment is determined to have been underpaid following a review under Section 6.2.c, Grantee shall pay, in addition to the remaining payment determined by the review to have been underpaid, interest beginning from the date Grantee received notice of such underpayment at the state legal interest rate of 6% annually (Alabama Code § 8.8.1).

- c. All amounts paid shall be subject to review and recomputation by Franchise Authority, and Grantee's payment or Franchise Authority's acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Grantee's books and records of this Franchise and such review indicates a Franchise Fee underpayment of seven percent (7%) or more during the entire period reviewed, the Grantee shall, subject to Applicable Law, assume all reasonable documented costs of such audit, and pay same upon demand by the City.
3. Discounted Rates. For the purposes of this section, in the case of a Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the gross revenue, as defined in Section 1.2.n., attributable to Cable Service. Where Grantee bundles, integrates, ties, or combines Cable Services with non-video services creating a bundled package, so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, gross revenues shall be determined based on generally accepted accounting principles.
4. Access to Records. The Franchise Authority shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations to provide Service, including specifically Grantee's accounting and financial records. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than required by applicable state statute of limitations, as may be amended from time to time, except for service complaints which shall be kept for one (1) year. Franchise Authority acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. Franchise Authority shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. Grantee shall produce such books and records for Franchise Authority's inspection at any mutually agreed upon location within the City.

SECTION 7. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Liability Insurance.
 - a. On the Effective Date of this Franchise, Grantee shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the Franchise, at the expense of Grantee, a

commercial general liability insurance policy, including coverage for explosion, collapse and underground, written by a company authorized to do business in the State of Alabama with a rating of at least A-VII or higher, including the City as an additional insured as its interest may appear, protecting the City against liability for claims of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the Cable System by the Grantee in the following amounts:

- (1) Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and for real property damage.
- (2) Two Million Dollars (\$2,000,000) general aggregate.

The policy must be on an "occurrence" basis.

- b. The Grantee shall also file with the City Clerk a certificate of insurance for a commercial automobile liability insurance policy written by a company authorized to do business in the State of Alabama with a Best Rating of at least A-VII or higher, covering all owned, non-owned, hired and leased vehicles operated by Grantee, with a combined single limit of One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.
- c. The Grantee shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the Franchise, workers compensation coverage in compliance with the statutory requirements of the State of Alabama and employers' liability with a limit of One Million Dollars (\$1,000,000) each accident/disease/policy limit.
- d. The Grantee shall maintain, during the course of this Franchise, Commercial Umbrella or Excess Liability Insurance to provide excess coverage above the Commercial Liability, Commercial Automobile Liability and the Employer's Liability coverage of Worker's Compensation with Excess/Umbrella Limits of \$2,000,000 per Occurrence and \$2,000,000 per Aggregate. The policy must be on an "occurrence" basis.
- e. The commercial general liability and commercial automobile liability insurance and the Commercial Umbrella or Excess Liability insurance policy required pursuant to this Section shall include the City and its Mayor, members of the City Council, City Manager, officers, employees, board members and elected officials as additional insureds as their interests may appear under this Franchise and shall be kept in full force and effect by the Grantee during the term of the Franchise and until after the removal or abandonment of all poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by the Grantee incident to the

maintenance and operation of the Cable System. Failure to obtain and maintain continuously the required insurance shall constitute a material violation of this Franchise. Upon receipt of notice from its insurer(s), Grantee shall use commercially reasonable efforts to provide the City within thirty (30) days' written notice of cancellation of any coverage required herein and shall promptly obtain replacement coverage as required by this Franchise.

2. Indemnification

- a. Grantee shall indemnify, defend and hold Franchise Authority, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's negligent operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the negligent activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall not be required to indemnify Franchise Authority for negligence or misconduct on the part of Franchise Authority or its officials, boards, commissions, agents, or employees.
- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- c. Franchise Authority does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by Franchise Authority, or the deposit with Franchise Authority by Grantee, of any of the certificates of insurance described in this Franchise.
- d. The indemnification of Franchise Authority by Grantee provided for in this Franchise shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- e. In order for Franchise Authority to assert its rights to be indemnified, defended, and held harmless, Franchise Authority must, with respect to each claim:
 - i. Promptly notify Grantee within ten (10) business days in writing of any claim or legal proceeding which gives rise to such right;

- ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
- iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

SECTION 8.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. Franchise Authority's Right to Revoke.

In addition to all other rights which Franchise Authority has pursuant to law or equity, Franchise Authority reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by Franchise Authority that after notice and an opportunity to cure as reordered herein;

- i. Grantee has repeatedly and substantially violated material provisions(s) of this Franchise and has not put forth a reasonable proposal to cure such violations; or
- ii. Grantee has intentionally and materially evaded any of the provisions of the Franchise; or
- iii. Grantee has practiced a material fraud or a material deceit upon Franchise Authority.

2. Procedures for Revocation.

- a. Franchise Authority shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, Franchise Authority shall provide Grantee with the basis of the revocation.
- b. Should Franchise Authority determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the Franchise Authority Council prior to the date of revocation. The due process to be afforded Grantee shall include the Grantee's right to present any written or verbal testimony or other relevant evidence to the Franchise Authority Council for consideration. Such information presented by Grantee shall be considered part of the record of the proceeding. Franchise Authority shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

- c. Only after the public hearing and upon written notice of the determination by Franchise Authority to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency. Nothing in this Franchise, including the enforcement provisions set forth in this Section 8, shall prevent Grantee from filing at any time a legal action in any permissible court or tribunal seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise.
 - d. During the appeal period or pendency of any legal action, the Franchise shall remain in full force and effect unless the term thereof sooner expires and Grantee is not pursuing renewal under Applicable Law or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.
3. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, Franchise Authority shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City, provided that Grantee is not continuing to offer services over the system pursuant to alternative right-of-way authority.
 4. Performance Bond. Grantee shall maintain, without charge to the Grantee, a faithful performance bond in the sum of \$50,000 running to the City, with good and sufficient surety licensed to do business in the State of Alabama. The performance bond shall be effective throughout the term of the Franchise, and shall be conditioned that in the event Grantee fails to comply with any one or more material provisions of this Franchise, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof. The City shall notify the Grantee in writing and allow the Grantee thirty (30) days to cure, unless such time to cure is extended by the City Attorney, before calling the surety bond.
 5. Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 9. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens in the City on the basis of

race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other Applicable Laws.

2. Subscriber Privacy. Grantee shall at all times comply with all applicable provisions of 47 U.S.C. 551 governing subscriber privacy. Grantor reserves any and all rights it may have now or in the future to enforce compliance with all applicable state and federal laws and regulations governing subscriber privacy.

SECTION 10. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise. Grantee or its contractor or subcontractor shall provide notice, which notice may be provided by filing lawfully required permit applications, to Franchise Authority of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and Franchise Authority may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if Franchise Authority and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Any amendment to this Franchise must be in writing and signed by Franchise Authority and Grantee.
4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit Franchise Authority or Grantee to perform any service or act or shall prohibit Franchise Authority or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event

such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and Franchise Authority.

5. Non-enforcement by Franchise Authority. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of Franchise Authority to enforce prompt compliance. Franchise Authority or Grantee may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by Franchise Authority of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
6. Rights Cumulative. The rights and remedies reserved to the Franchise Authority and Grantee by this Franchise are cumulative and shall be in addition to and not in derogation of any other legal or equitable rights or remedies which the Franchise Authority and Grantee may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.
7. Force Majeure. Neither party shall be in default under this Franchise if any failure or delay in performance is caused by acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore; war or civil disorder; or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused party to the other party, of the cause and of the estimated duration, when possible.

SECTION 11.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and state law and Grantee, shall pay the reasonable cost of any required publication of this Franchise, provided Franchising Authority presents such cost to Grantee for approval prior to incurring such cost. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 11.2.
2. Acceptance.
 - a. Grantee shall accept this Franchise within sixty (60) days of its enactment by the City Council, unless the time for acceptance is extended by Franchise Authority. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.

- b. Upon acceptance of this Franchise, Grantee and Franchise Authority shall be bound by all the terms and conditions contained herein.
- c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to Franchise Authority.
 - ii. With its acceptance, Grantee shall also deliver any insurance certificates as required herein that have not previously been delivered.

Passed and adopted by the City Council this ____ day of _____, 2026.

ATTEST:

VESTAVIA HILLS, ALABAMA

By: _____

By: _____

Its: _____

Its: City Manager

By: _____

By: _____

Its: _____

Its: Mayor

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

SPECTRUM SOUTHEAST, LLC

Date: _____, _____ 2026

By: Charter Communications, Inc., Its Manager

By: _____

Print Name:

Its: Vice President, Government Affairs

EXHIBIT A
CUSTOMER SERVICE STANDARDS

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Cable operators are subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90)

percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996; 65 FR 53615, Sept. 5, 2000; 67 FR 1650, Jan. 14, 2002; 83 FR 7627, Feb. 22, 2018]

**EXHIBIT B
FRANCHISE FEE PAYMENT WORKSHEET**

TRADE SECRET – CONFIDENTIAL

ATTACHMENT B. FRANCHISE FEE PAYMENT WORKSHEET

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

Fee Factor: 5%

EXHIBIT C

ORDINANCE NUMBER 2474

AN ORDINANCE AMENDING SECTION 9 OF ORDINANCE 2418: AN ORDINANCE REGULATING SOLICITING, PEDDLING, AND PANHANDLING

WHEREAS, on October 8, 2012, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2418 – An Ordinance regulating soliciting, peddling and panhandling; and

WHEREAS, the Mayor and Council have agreed that it would be in the best public interest to amend Section 9 of said Ordinance Number 2418 entitled “**SECTION 9. Residential ‘no soliciting’ notices.**”

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, WHILE IN A REGULAR SESSION ON THE 28th DAY OF OCTOBER, 2013, that Section 9 of Ordinance Number 2418 entitled: “**SECTION 9. Residential ‘no soliciting’ notices**” shall be amended in its entirety as follows:

SECTION 9. Residential “no soliciting” notices.

- (a) Any occupant of a residence or occupants of a multi-family dwelling who desire(s) not to have solicitors call on said residence(s) shall give notice of the desire to refuse solicitors by displaying a clearly visible weatherproof placard no smaller than sixteen (16) square inches and no larger than ninety-four (94) square inches stating “No Soliciting” which shall be posted on or near the main entrance of the private property and not within the public right-of-way.
- (b) Residents of a residential subdivision may indicate their desire not to have solicitors call on any residences in that subdivision by giving notice of the desire to refuse solicitors by displaying a clearly visible weatherproof placard no smaller than ninety-four (94) square inches and no larger than two-hundred and twenty (220) square inches stating “No Soliciting” which shall be posted on or near the main entrance of the subdivision on private

property and not within the public right-of-way unless written permission is granted by the City Engineer.

- (c) The display of said placard shall be deemed to constitute notice to any solicitor that the inhabitant of the residence does not desire to invite solicitors.”

SECTION 13. Penalties.

Any person violating any provision of this Ordinance shall be issued a citation and shall be required to appear in the Vestavia Hills Municipal Court. Upon conviction, any such person shall be subject to any fines and other applicable court costs which may be assessed by the Vestavia Hills Municipal Court.

SECTION 14. Severability.

If any word, provision, clause, sentence, paragraph, or subsection of this Ordinance or the application thereof to any person or circumstances shall be held invalid by a court of competent jurisdiction then the remaining provisions of this Ordinance shall be in full force and effect.

SECTION 15. Effective date.

This Ordinance shall become effective immediately upon its adoption and publication or by its otherwise becoming a law.

DONE, ORDERED, ADOPTED AND APPROVED on this 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2474 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 28th day of October, 2013 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2013.

Rebecca Leavings
City Clerk



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

June 15, 2026

To: Jeff Downes, City Manager

From: Steven Michael, Captain

Cc: Marvin Green, Fire Chief

RE: Public Hearing - Ordinance Number 3341 - An Ordinance authorizing the Mayor and City Manager to execute any and all documents related to securing current manufacturer incentives for the future purchase of Motorola radios

Background:

The Fire and Police Departments currently operate on an 800 MHz digital trunking system utilizing Motorola APX6000 portable radios. This system integrates with the Birmingham Core, which was built by Motorola and serves as part of the larger statewide communications infrastructure. These radios were purchased in 2017 as part of the statewide 800 MHz digital trunking system upgrade and have served both departments well, providing reliable communications for daily operations and emergency response.

The transition to the 800 MHz digital trunking system was a critical upgrade that improved interoperability and allowed for more efficient communication with statewide partners and automatic aid agencies. This includes surrounding jurisdictions, the Alabama Emergency Management Agency (EMA), and the

Alabama Law Enforcement Agency (ALEA).

Due to continued advancements in communications technology and ongoing enhancements to the statewide 800 MHz digital trunking system, replacement of these units is now becoming necessary. The proposed Motorola N70 radio series offers several operational improvements that address both current coverage limitations and future system needs.

There are several areas within the city where portable radio coverage remains inadequate. Known problem areas include the Urban Center, Mount Royal Towers, and all Vestavia Hills City Schools. Within these locations, there are areas where current radios experience little to no reception, creating operational challenges for first responders. These coverage deficiencies have been partially mitigated through the use of mobile repeaters; however, these devices are costly, and the proposed system is expected to significantly reduce reliance on them.

A significant advantage of the proposed N70 radios is their multi-layered connectivity capability. The radios primarily operate on the 800 MHz digital trunking system; however, if 800 MHz coverage is unavailable, the radios automatically transition to LTE (cellular) service. If LTE service is also unavailable, the units can then transition to Wi-Fi connectivity. These transitions occur seamlessly without requiring any action from the user, helping ensure continuous communications during emergency incidents.

Current portable radios are covered under an annual maintenance agreement with Mobile Communications of America (MCA). However, the original APX6000 radios are approaching end-of-life status, and Motorola is discontinuing manufacturer support and replacement parts for these units. Once manufacturer support ends, these radios will no longer be eligible for continued coverage under the existing maintenance agreement.

Because of this aging infrastructure and uncertainty surrounding long-term maintenance support, approval is being requested to replace all portable radios for both the Fire and Police Departments using 911 funds.

Although council approval is being requested at this time, no payment will be due until FY28. Early approval is necessary in order to take advantage of current manufacturer incentives being offered by Motorola, which are estimated to provide approximately \$165,000 in savings. To secure these incentives, the order must be placed by June 18, 2026.

The new radios include smart technology features that may carry an estimated future annual software and service cost of approximately \$65,000

should those features be maintained long-term. In addition, a new maintenance agreement will be required through MCA following expiration of the manufacturer warranty. Annual maintenance pricing is not expected to be available for approximately two years due to warranty coverage on the new equipment.

The total project cost for replacement of portable radios only, excluding vehicle-mounted mobile radios that are not currently at end-of-life status, would require an additional \$390,000 in subsidization from the General Ledger over the five-year period. Additionally, the subsidization would not be needed until Fiscal Year 2029 at the earliest based on receiving stable, no-growth from the E911 fund. As a result of maximizing the life the existing radios, the current fund had a small surplus built up to help offset the overall costs. The plan includes taking advantage of the deferred financing plan and service program for financing over a five-year period with payments not beginning until October 2027.

This purchase will be completed through the State of Alabama bid contract, eliminating the need for a separate competitive bidding process.

Recommendation:

I recommend the approval of this ordinance.

Fiscal Impact:

Funding for this project will be included in the FY28 budget. Financing will be structured through either Motorola or an outside financing vendor selected by the Finance Department.

Attachments:

1. Ordinance 3341
2. E911 Fund Analysis

ORDINANCE NUMBER 3341

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO SECURING CURRENT MANUFACTURER INCENTIVES FOR THE FUTURE PURCHASE OF MOTOROLA RADIOS

WHEREAS, the Vestavia Hills Fire and Police Departments currently operate on an 800 MHz digital trunking system utilizing Motorola APX6000 portable radios, which were purchased in 2017 as part of the statewide system upgrade and have provided reliable communications for daily operations and emergency response; and

WHEREAS, the statewide 800 MHz digital trunking system has continued to evolve, and the existing APX6000 radios are approaching end-of-life status, with Motorola discontinuing manufacturer support and replacement parts; and

WHEREAS, several areas within the City of Vestavia Hills (“City”)—including the Urban Center, Mount Royal Towers, and all Vestavia Hills City Schools—experience inadequate portable radio coverage, creating operational challenges for first responders; and

WHEREAS, the proposed Motorola N70 radio series provides multi-layered connectivity, including automatic transitions between 800 MHz, LTE, and Wi-Fi, ensuring continuous communications during emergency incidents; and

WHEREAS, early approval is necessary to secure current manufacturer incentives estimated to save approximately \$165,000, requiring an order placement no later than June 18, 2026; and

WHEREAS, the total project cost for portable radio replacement is approximately \$1,728,057.99, to be financed over five years with no payment due until Fiscal Year 2028; and

WHEREAS, funding is available in Fund 9 (E911 Funds) to offset the incremental costs associated with this expenditure; and

WHEREAS, the City Council feel it is in the public best interest to secure current manufacturer incentives for the future replacement of the portable radios.

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 current manufacturer incentives for the future replacement of the portable radios; and
2. This Ordinance Number 3341 shall become effective immediately following adoption by the City Council, following publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED AND APPROVED this the 15th day of June, 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 3341 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 15th day of June, 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**

June 15, 2026

To: Jeff Downes, City Manager

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Resolution Number 5640 - A Resolution approving an economic development incentive agreement for Walmart, Inc., for the construction of a Walmart Neighborhood Market

Background:

See the executive summary attached.

Recommendation:

Fiscal Impact:

Attachments:

1. Project Cahaba Heights Market Incentive Proposal
2. Executive Summary of Wal Mart Neighborhood Market - Cahaba Heights 2026
3. Resolution 5640

Walmart Neighborhood Market – 3925 Crosshaven Drive

Summary of Proposed Incentive Agreement for Grocery Redevelopment in Cahaba Heights

As of May 15, 2026

Narrative

The property located at 3925 Crosshaven Drive is currently under contract for purchase by Walmart, Inc. The site consists of the former Winn-Dixie grocery store, which has remained vacant for more than one year following the closure of operations. The property is presently owned by Cahaba Heights Partners, LLC, an entity managed by Len Shannon and Derek Waltchack.

On May 14, 2026, Walmart submitted, to the City of Vestavia Hills, a letter of intent and proposed incentive structure to redevelop the site into a new approximately 45,000-square-foot Walmart Neighborhood Market. The proposed store would provide grocery, pharmacy, and general merchandise offerings to serve the Cahaba Heights and greater Vestavia Hills community.

The existing building and associated parking and drainage infrastructure are considered obsolete and unsuitable for Walmart's development program, requiring complete demolition and substantial site redevelopment. Walmart has indicated its intent to invest a minimum of \$20 million in land acquisition, demolition, construction, and related site improvements necessary to make the property operational.

Based on the costs associated with demolition, obsolete infrastructure, and overall site redevelopment, Walmart has identified an approximate \$3 million feasibility gap driven by the current market value of the property (greater than \$6mm) and the investment necessary to make the project economically viable. Explained another way, Walmart is required by the existing site conditions to buy a building and parking area that provides no value to their program. The proposed public incentive is intended to bridge this gap and support redevelopment of a currently vacant commercial property into a modern grocery destination, thereby avoiding the risk of prolonged vacancy or a less desirable adaptive reuse of the site.

Walmart projects annual stabilized sales volumes of approximately \$25 million. The City has reviewed comparable grocery sales activity within Vestavia Hills and believes these projections are reasonable. The project is not expected to materially cannibalize existing grocery sales within the city, but rather serve unmet demand and strengthen the retail viability of the Cahaba Heights area.

To support the redevelopment, it is proposed that the City of Vestavia Hills provide a sales tax rebate over a ten-year period equal to 46.875% of actual local sales taxes generated and paid by the store. This percentage represents approximately one-half of the City's non-educational and non-dedicated local sales tax revenues collected from the project. The total cumulative rebate would be capped at a maximum of \$3,000,000.

For comparison purposes, the City previously approved a ten-year sales tax incentive agreement for the Liberty Park Publix project with a maximum rebate amount of \$4,247,808.

Basic Terms of Incentive Agreement:

(1) Incentive Recipient – Walmart, Inc

- a. A ten-year incentive agreement subject to the following terms
 - i. Walmart commits to demolish the former Winn Dixie grocery store in Cahaba Heights and replace it with a 45,000 square-foot grocery store at the same location
 - ii. At the end of operational year one through year ten- rebate of 46.875% of actual local sales tax receipts from retail sales at the 3925 Crosshaven Dr. location
 - iii. Sales Tax Rebates for years one through ten are subject to a maximum cumulative payout of \$3,000,000

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

- Ten-Year Cumulative New Revenues projected to the City of Vestavia Hills \$ 11,100,142
- Ten-Year Maximum Incentive Payable \$ 3,000,000
- Incentive “Pay Back” Period is 4.5 years
- City of Vestavia Hills Ten-Year Return on Investment = \$ 8,100,542

Detailed Analysis of Project:

Analysis of Wal Mart Neighborhood Market												
Cahaba Heights - Crosshaven Drive												
Project Description												
Demolish Existing Winn Dixie and Rebuild 45,000 sq ft Wal Mart Neighborhood Market												
Projections												
Annual Gross Sales (Conservative)												
Name	Gross Annual Sales- Year One	VH Sales Tax										
Wal Mart NM	\$ 21,000,000	\$ 840,000										
Building/Construction Value												
Completed Project Value	\$ 20,000,000											
Construction Costs	\$ 15,000,000											
Building Permit	\$ 135,000.00											
Ad Valorem- City	\$ 82,200.00											
Ad Valorem- Schools	\$ 208,200.00											
Six Year Projection of City Incentive/Revenue												
Description	Year Zero	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten	Ten-Year Total
Gross Annual Sales		\$ 21,000,000	\$ 21,630,000	\$ 22,062,600	\$ 22,503,852	\$ 22,953,929	\$ 23,413,008	\$ 23,881,268	\$ 24,358,893	\$ 24,846,071	\$ 25,342,992	\$331,993,613
Building Permit	\$ 135,000											\$135,000
Const Related Sales Tax	\$ 360,000											\$360,000
Sales Tax		\$ 840,000	\$ 865,200	\$ 882,504	\$ 900,154	\$ 918,157	\$ 936,520	\$ 955,251	\$ 974,356	\$ 993,843	\$ 1,013,720	\$9,279,705
Business License	\$ 150	\$ 46,000	\$ 46,920	\$ 47,858	\$ 48,816	\$ 49,792	\$ 50,788	\$ 51,803	\$ 52,840	\$ 53,896	\$ 54,974	\$503,837
Ad Valorem- City		\$ 82,200	\$ 82,200	\$ 82,200	\$ 82,200	\$ 82,200	\$ 82,200	\$ 82,200	\$ 82,200	\$ 82,200	\$ 82,200	\$822,000
Total New Revenue	\$ 495,150	\$ 968,200	\$ 994,320	\$ 1,012,562	\$ 1,031,170	\$ 1,050,149	\$ 1,069,508	\$ 1,089,254	\$ 1,109,395	\$ 1,129,939	\$ 1,150,894	\$11,100,542
Cumulative New Revenue		\$ 1,463,350	\$ 2,457,670	\$ 3,470,232	\$ 4,501,402	\$ 5,551,551	\$ 6,621,059	\$ 7,710,313	\$ 8,819,709	\$ 9,949,648	\$ 11,100,542	
Proposed Project Share- Retail Sales Tax Less Education and Capital Reserve		46.875%	46.875%	46.875%	46.875%	46.875%	46.875%	46.875%	46.875%	46.875%	46.875%	
Project Incentive		\$ 393,750	\$ 405,563	\$ 413,674	\$ 421,947	\$ 430,386	\$ 438,994	\$ 447,774	\$ 47,913	\$ 0	\$ 0	\$ 3,000,000
Net New Revenue to City	\$495,150.00	\$ 574,450	\$ 588,758	\$ 598,889	\$ 609,222	\$ 619,763	\$ 630,514	\$ 641,480	\$ 1,061,482	\$ 1,129,939	\$ 1,150,894	\$ 8,100,541
Cumulative Net New Revenue		\$ 1,069,600	\$ 1,658,358	\$ 2,257,246	\$ 2,866,469	\$ 3,486,231	\$ 4,116,746	\$ 4,758,226	\$ 5,819,708	\$ 6,949,647	\$ 8,100,541	
Proposed Project Cap \$			\$ 3,000,000									
Ten Year City Return (Not Adj for Time Value of \$)			\$ 8,100,541									

Comparable Incentive

Liberty Park -Publix Max Rebate 4,247,808
 10-Year Term

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 June 15, 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
Walmart 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 June 15, 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 June 1, 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
WALMART 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 the Company 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.

Company means Walmart Inc.

Council means the governing body of the City.

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

Subject Real Property has 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 June 3, 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:

- (1) execute under seal, register, and attest the Agreement;
- (2) 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;
- (3) deliver the Agreement when advised by Bond Counsel; and
- (4) 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
(Walmart Inc.)**

Effective Date: _____, 2026

CITY OF VESTAVIA HILLS, ALABAMA

and

WALMART 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 Registered Owner 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
(WALMART INC.)**

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

City: City of Vestavia Hills, Alabama

Company: Walmart Inc., and successors thereto under this Agreement

ARTICLE 1

Consideration and Purpose of Agreement

The City and the Company have delivered this Agreement pursuant to Section 94.01 of the Constitution of Alabama of 2022 to provide for the payment by the City to the Registered Owner of the within City Incentive Obligations in consideration of the establishment by the Company 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:

Affiliate of any specified Person means, collectively, (i) any guarantor of any obligations of such Person and (ii) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person; provided, for purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Agreement Term means a period of ten (10) consecutive Annual Incentive Periods.

Alabama Constitution means the Constitution of Alabama of 2022, as at any time amended.

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 after the Date of Commencement; 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.

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

Company means Walmart Inc., and any successor in interest or successor to the interests and obligations thereof under this Agreement.

Company Affiliate means an Affiliate of the Company that has made all filings and notices, and obtained all approvals or consents of, any Governmental Authority required for the business operations thereof in the State.

Company Course of Business means the normal and routine day-to-day operations and business of the Company consistent with the past and current practices, customs and transactions of the Company to manage operations and produce revenue.

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.

Initial Registered Owner means Wal-Mart Stores East, LP, a Delaware limited partnership.

Non-Affiliate means a Person who is not an Affiliate of the Company.

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.

Registered Owner 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.

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 Company and its Affiliates on the Subject Real Property.

Subject Real Property means the real property located at 3925 Crosshaven Drive in the City and described in APPENDIX I and as owned, or to be owned, by the Subject Real Property Owner.

Subject Real Property Owner means Wal-Mart Real Estate Business Trust, a Delaware statutory trust, and any successor owner of the Subject Real Property.

Total City Commitment means the amount of \$3,000,000.

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 Company

The Company 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 Company, and having found and determined precedent thereto: (i) the Company, the Initial Registered Owner and the Subject Real Property Owner have made all filings and notices, and obtained all approvals or consents of, any Governmental Authority required for the business operations thereof in the State and the validity, and performance thereby, of this Agreement; (ii) no litigation is pending, or threatened in writing, in which a result adverse to the Company, the Initial Registered Owner or the Subject Real Property Owner would have a material and adverse effect upon the validity, or performance by the Company of, this Agreement; and (iii) the delivery and performance of this Agreement by the Company 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 Company.

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, the Company or the Registered Owner 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 Company and each Person who shall at any time be a Registered Owner 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, Pledge, Transfer and Delegation to Company Affiliate

(a) The City, the Company and the Registered Owner agree and covenant that such Registered Owner, acting as a transferor may, in its judgment 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, with or without delegation of the duties or obligations of the Company or the then Registered Owner made in this Agreement, to any Company Affiliate, 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 and the name and address of such Company Affiliate assignee, as the payee of the Annual Economic Incentive Amounts.

(b) Upon the receipt of a signed written request by the Company for an assignment, pledge or transfer to a Company Affiliate as described in Section 4.03(a), the Finance Director of the City is hereby ordered and directed to sign his or her endorsement on the Registration of Ownership of the date of such assignment or pledge or and the name and address of such Company Affiliate assignee, as the payee of the Annual Economic Incentive Amounts.

Section 4.04 Assignment, Pledge, Transfer and Delegation to a Non-Affiliate

(a) The City and the Registered Owner agree and covenant that such Registered Owner, acting as a transferor may, in its judgment 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 Registered Owner made in this Agreement, to any Non-Affiliate, acting as assignee, only upon (i) 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 and the name and address of such Non-Affiliate assignee, as the payee of the Annual Economic Incentive Amounts, and (ii) compliance by the City with Amendment No. 772 with respect to the Non-Affiliate as assignee.

(b) The City, the Company and the Registered Owner agree and covenant that such Registered Owner, acting as a transferor may, in its judgment 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 Company, or the Registered Owner, as the case may be, made in this Agreement, to any Non-Affiliate, acting as transferee, only upon (i) the prior consent of the City thereto by resolution of the governing body of the City, (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 Non-Affiliate transferee, as the successor as Registered Owner of this Agreement, and (iii) compliance by the City with Amendment No. 772 with respect to the Non-Affiliate as transferee.

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

The City, the Company and the Registered Owner agree and covenant:

- (1) each Person who acquires, or succeeds to, the interest of the Registered Owner 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, the Company and the Registered Owner 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 Registered Owner 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 Registered Owner 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 Registered Owner 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, the Company and the Registered Owner 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 Registered Owner

The City agrees to provide to the Registered Owner, 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 Registered Owner may reasonably request.

Section 5.04 Special Agreement of the Company

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

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

The City, the Company, and the Registered Owner 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 Company

Section 6.01 Indemnity of City

The Company 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 Company, or anyone claiming by through, or under Company; 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 Company; 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

(a) The Company, and each Registered Owner (by acquisition hereof), 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 Company or such Registered Owner will not, and will not allow or suffer any Person to, use the Subject Real Property (or any part thereof) for any Prohibited Use.

(b) The City, the Company, and each Registered Owner (by acquisition hereof) agree, anything in this Agreement to the contrary notwithstanding, that business operations on the Subject Real Property consistent with Company Course of Business will not constitute a Prohibited Use.

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

The Company 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 Company will not, and the Company will not permit the Subject Real Property Owner or any other Affiliate to, 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 Company 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 Registered Owner 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; provided, further, that if either the City or the Registered Owner believe a breach of the Agreement has occurred, such party shall provide the other party notice pursuant to Appendix III, and such other party shall have thirty (30) days to cure any such breach or, if cure cannot be accomplished within thirty (30) days, shall diligently work toward cure including in the event of force majeure.

ARTICLE 8

Amendment

The City, the Company and the Registered Owner 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 Registered Owner.

ARTICLE 9

Provisions of General Application

The City, the Company and the Registered Owner (each a “party”) covenant and agree as follows:

- (a) **Governing Law:** This Agreement is governed by, and will 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 COMPANY

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

WALMART 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 Registered Owner 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 Registered Owner</u>	<u>Finance Director</u>
_____, 2026	Wal-Mart Stores East, LP 1 Customer Drive Bentonville, Arkansas 72716	

APPENDIX I

Subject Real Property

**3925 Crosshaven Drive
Vestavia Hills, Alabama**

APPENDIX II

Request for Payment of Annual Incentive Payments

Request for Payment of Annual Incentive Payments

From: Wal-Mart Stores East, LP, as Registered Owner

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Economic Development Grant Agreement dated _____, 2026, by City of Vestavia Hills, Alabama and Walmart 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.

Wal-Mart Stores East, LP
as Registered Owner

By _____

Its _____

APPENDIX III

Notices

A. Addresses

- | | |
|--|---|
| 1. The City | 2. The Company |
| City of Vestavia Hills, Alabama
1032 Montgomery Hwy
Vestavia Hills, AL 35216
Attn: City Manager | Walmart Inc.
1 Customer Drive
Bentonville, Arkansas 72716
Atten: _____ |
-

3. The Registered Owner

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](https://www.irs.gov/PDS).

Communication by electronic mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords or authentication keys, or another method or system cannot be used to provide notice to Company or Registered Owner, however such electronic means may be used in conjunction with but not as a substitute for United States Postal Service or Private Delivery Service.

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 Walmart 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 "Company" 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 "Company" 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 June 15, 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 Section 94.01 of the Constitution of Alabama of 2022 of the terms, delivery and performance by the City of that certain Economic Incentive Grant Agreement (Walmart Inc.) (the "Agreement") by the City and Walmart Inc. (the "Company"), pursuant to which Agreement the City shall make economic development grants to Wal-Mart Stores East, LP, an affiliate of the Company (the "Operator") annually for a period of approximately ten 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 facility to be established by the Company at 3925 Crosshaven Drive in the City ("Subject Facility") to a maximum aggregate amount of \$3,000,000, in consideration of the public benefits to accrue from the establishment and the operation of such Subject Facility in the City. The Subject Facility is or will be owned by Wal-Mart Real Estate Business Trust (the "Owner"). 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 entities to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value are the Company, the Operator, the Owner, and any Company Affiliate as identified in the Agreement. 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 15th day of June 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



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

June 15, 2026

To: Jeff Downes, City Manager

From:

Cc:

RE: Public Hearing - Resolution Number 5641 - A Resolution approving an alcohol license for Hilltop Liquor 1 Inc D/B/A Hilltop Liquor; Piyush Mayani; Executive

Background:

I have reviewed the available background information on the attached referenced applicant and submit the following to the City Council:

() **Application cleared by P.D.** *This indicates that there are **NO** convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

() **Needs further review.** *This indicates that the Police Chief has found records of some convictions of alcohol-related arrests.*

() **Does not recommend.** *This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests.*

Recommendation:

NA

Fiscal Impact:

NA

Attachments:

1. Resolution 5641
2. Resolution 5641 (ABC Application)

RESOLUTION NUMBER 5641

**A RESOLUTION APPROVING AN ALCOHOL
LICENSE FOR HILLTOP LIQUOR 1 INC D/B/A
HILLTOP LIQUOR; PIYUSH MAYANI; EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Hilltop Liquor 1 Inc D/B/A Hilltop Liquor, located at 790 Montgomery Hwy, Ste 100, Vestavia Hills, Alabama, for 111 – Lounge Retail Liquor – Class II (Package) and 990 – Tobacco and Alternative Nicotine Products; Piyush Mayani, executive.

APPROVED and ADOPTED this the 1st day of June, 2026.

Ashley C. Curry
Mayor

ATTESTED BY:

Umang Patel
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260504113256412



Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: PIYUSH MAYANI
Business Phone: 408-368-5617
Fax:

Home Phone: 408-368-5617
Cell Phone:
E-mail: HILLTOP1LIQUOR@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: HILLTOP LIQUOR
Applicant: HILLTOP LIQUOR LLC

Previous Vendor Number: 0114598



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260504113256412**



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: VESTAVIA MZL LLC 781-366-2717

What is lessors primary business? COMMERCIALP PROPERTY OWNER

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 1800

Display Square Footage: 1600

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260504113256412

Initial each

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **PIYUSH MAYANI**

Notary Name (print): *Anna Washington*

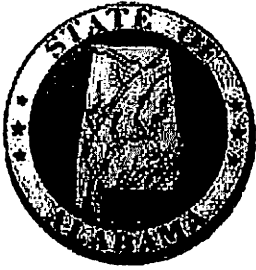
Signature of Applicant: *Piyush*

Notary Signature: *ASW*

Commission expires: *3/22/27*

Application Taken: **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20260504113256412



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 HILLTOP LIQUOR LLC
 Address: 790 MONTGOMERY HWY; STE 100
 VESTAVIA HILLS, AL 36571
 Telephone: 000-000-0000

NEW APPLICANT:
 HILTOP LIQUOR 1 INC
 Address: 790 MONTGOMERY HWY; STE 100
 VESTAVIA HILLS, AL 35216
 Telephone: 408-368-5617

Current License No: 0114598

LICENSED PREMISES ADDRESS: 790 MONTGOMERY HWY; STE 100 VESTAVIA HILLS, AL 35216

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 12th day of May, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

PIYUSH MAYANI

Print Name: Junping zheng
 Title: owner

Print Name:
 Title:

WITNESS: (By ABC Enforcement)
 Revised 9/08

Receipt Confirmation Page

Receipt Confirmation Number: 20260504113256412

Application Payment Confirmation Number: 117958738

Payment Summary	
Payment Item	Fee
Transfer Fee for License 011 and 890	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

- License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
- License Type 2: 990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
- License Type 3:
- License Type 4:
- License Type 5:
- License Type 6:
- License Type 7:
- License Type 8:
- License Type 9:

License Type 10:

License County: JEFFERSON

Business Type: CORPORATION

Trade Name: HILLTOP LIQUOR

Applicant Name: HILTOP LIQUOR 1 INC

Location Address: 790 MONTGOMERY HWY; STE 100
VESTAVIA HILLS, AL 35216

Mailing Address: 790 MONTGOMERY HWY; STE 100
VESTAVIA HILLS, AL 35216

Contact Person: Contact PIYUSH MAYANI

Home Phone: Contact 408-368-5617

Business Phone: Contact 408-368-5617

Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:



**CITY OF VESTAVIA HILLS
BUILDING SAFETY
INTER-DEPARTMENT MEMO**

June 15, 2026

To: Jeff Downes, City Manager

From: Keith Blanton, Director of Building Safety

Cc: Umang Patel, City Clerk

RE: Resolution Number 5642 - A Resolution extending the deadline for the demolition of a building or structure located at 2750 Smyer Road

Background:

The Council previously found the structure at 2750 Smyer Road to be unsafe and a public nuisance, requiring demolition under applicable law. The property owner was given time to address the conditions and complete pre-demolition requirements; however, those conditions have not been satisfied. Debris and materials within the structure currently prevent safe access and have delayed the required asbestos assessment, which must be completed prior to demolition.

Additional time is needed to allow for site clearance and completion of required pre-demolition steps.

Recommendation:

The Building Official has recommended granting an extension.

Fiscal Impact:

NA

Attachments:

1. Resolution 5642

RESOLUTION NO 5642

A RESOLUTION EXTENDING THE DEADLINE FOR THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 2750 SMYER ROAD, ALABAMA, PARCEL ID 28-00-17-4-002-022.000, IN COMPLIANCE WITH SECTION 5-146(F) OF ORDINANCE NUMBER 2382 OF THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, a Public Hearing was held on June 15, 2026, at 6:00 p.m. and after due deliberation the City Council of the City of Vestavia Hills, Alabama found that the structure standing at 2750 Smyer Road, Vestavia Hills, Alabama, Parcel ID# 28-00-17-4-002-022.000 was unsafe to the extent of becoming a public nuisance to the citizens of the City of Vestavia Hills, Alabama and was due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 2382 of the City of Vestavia Hills, Alabama;

WHEREAS, the property owner was provided a reasonable period of time following the Council’s determination to address the conditions of the structure and to facilitate the completion of necessary pre-demolition requirements; and

WHEREAS, the conditions necessary to proceed with demolition have not yet been achieved within the original timeframe; and

WHEREAS, the presence of a significant amount of personal property, materials, and debris within the structure currently prevents safe access and inhibits completion of the required asbestos assessment; and

WHEREAS, completion of the asbestos assessment is a necessary step prior to demolition and must occur once the structure is accessible for proper inspection; and

WHEREAS, additional time is therefore needed to allow for the removal of such impediments and completion of required pre-demolition activities in accordance with applicable regulations;

WHEREAS, Keith Blanton, the Building Official for Vestavia Hills, Alabama made a report to the City Council of Vestavia Hills, Alabama recommending an extension of the time for demolition for a reasonable period of time as set by the City Council of City of Vestavia Hills, Alabama; and

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WHEREAS, on June 15, 2026, a public hearing was held before the City Council to determine whether to extend the time for demolition;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA while in regular session on Monday, June 15, 2026, at 6:00 p.m. as follows:

Section 1. The City Council of the City of Vestavia Hills, Alabama hereby extends the deadline for demolition of the structure standing at 2750 Smyer Road, Vestavia Hills, Alabama, Parcel ID# 28-00-17-4-002-022.000 until the 13th day of October 2026

ADOPTED this the ___ day of _____, 20__.

Ashley Curry, MAYOR

ATTEST: _____
Umang Patel, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Umang Patel, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, while in regular session on the 15th day of June 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this June 15, 2026.

Umang Patel, City Clerk