



**Vestavia Hills
City Council Agenda
May 13, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Chaplain Steve Dedmon
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Alabama Forestry Commission recognition of 30 years as a Tree City USA community
8. Proclamation - National Police Week - May 15 - 21, 2024 and Peace Officers Memorial Day - May 15, 2024
9. Proclamation - National Public Works Week - May 19-25, 2024
10. City Manager's Report
11. Councilors' Reports
12. Approval Of Minutes
 - April 15, 2024 - Work Session Minutes
 - April 22, 2024 - Regular Meeting Minutes

Old Business (Public Hearing)

New Business

13. Public Hearing - Resolution Number 5512 - A Resolution approving a 011- Lounge Retail Liquor - Class II (Package) for Our Everyday Inc., db/a Everyday Package Store, 3015 Columbiana Road, Suite B; Pragat Kaji Sikrikar, Mohammad Altaf Abdul and Bijay Awale, executives

New Business Requesting Unanimous Consent (Public Hearing)

14. Public Hearing - Ordinance Number - 3220 - An Ordinance Authorizing the City Manager to Accept a Grant and Enter Into an Agreement with Innovate Alabama for Improvements to Altadena Valley Park

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

15. Public Hearing - Ordinance Number 3219 - Rezoning - 4529 Pine Tree Circle; Lot 29, Topfield Subdivision; Rezone from Vestavia Hills R-1 (single family residential) to Vestavia Hills B-2 (general business) with conditions; Maria Wood, Owner
16. Citizens Comments
17. Time Of Adjournment

PUBLIC HEARING PROCEDURES

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

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

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

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

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

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

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

WHEREAS, the Congress and President of the United States have designated the week of May 15 - 21, 2024 as “National Police Week” to publicly salute the service of law enforcement officers in our community; and

WHEREAS, May 15, 2024 is designated as “Peace Officers Memorial Day in honor of all fallen officers and their families;” and

WHEREAS, the members of the Vestavia Hills Police Department play an essential role in safeguarding the rights and freedoms of the public and provide a critical public service to the community; and

WHEREAS, it is important that all citizens understand the challenges, duties, and responsibilities of their police department; and, that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression and intimidation; and

WHEREAS, it is well known and accepted that law enforcement is an inherently dangerous and demanding profession in which dedicated professionals knowingly place their lives in harm’s way to protect others who are unable to protect themselves.

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 May 15 – 21, 2024 and May 15, 2024 as

**NATIONAL POLICE WEEK
and
PEACE OFFICERS MEMORIAL DAY**

and hereby express our continued support of the Vestavia Hills Police Department and all peace officers throughout our nation in their efforts to build safer and more secure communities.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the Seal
of the City of Vestavia Hills to be affixed
this the 13th day of May 2024.

Ashley C. Curry
Mayor

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Vestavia Hills, Alabama; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Vestavia Hills to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their community; and

WHEREAS, "Advancing Quality of Life For All" is the theme for the 64th annual National Public Works Week sponsored by the American Public Works Association.

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 May 19 – 25, 2024 as

NATIONAL PUBLIC WORKS WEEK

in Vestavia Hills and urge all citizens to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 13th day of May 2024.

Ashley C. Curry
Mayor



**Vestavia Hills
City Council Minutes
April 15, 2024
5:00 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular work session on this date at 5:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

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

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Clerk; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Jamie Lee, Director of Parks and Leisure Services; Umang Patel, Court Director*; Jack Wakefield, City Planner/GIS Administrator

3. Micro-Transit Briefing - Councilor Cook

Mrs. Cook provided the following report:

On April 3, 2024, Cinnamon McCulley, Sandi Wilson and I attended a meeting at BJCTA Intermodal facility (IF) to discuss a micro-transit pilot. Also attending was a Hoover finance department employee and Hoover Mayor Frank Brocato. A good number of BJCTA staff leaders and Gus Heard from the Community Foundation explained their system and recent upgrades to facilities and routes.

We took the Birmingham Rapid Transit Express line from the IF to the Woodlawn hub. Travel was quick, the bus was clean, and there were three passengers in addition to the 10 people or so who were taking the tour. Our return trip was conducted by a Via micro-transit driver. They

call the service Birmingham On-Demand and there is an app that allows riders to book a ride for \$1.50 regardless of their destination in the zone. Wait times vary, but Our driver was a Texas A&M graduate who was driving because she was making \$1300-\$1400/week for Via, and much less than she made as a mental health counselor. Via provides regular rides and also handicapped-accessible rides to connect to other transit, to school, to healthcare services, about 11,000 rides per month.

Over the course of our follow-up discussions with BJCTA, I learned:

- Hoover has worker needs, especially in the Hwy. 150 corridor; they are eager for this service.
- BJCTA plans to supplement the cost of increasing the fixed route service to decrease head wait times to 15 minutes during the pilot. (After the pilot, I presume this would be a cost they would pass along to us.)
- We currently pay ~\$98,000 and in 2023 we had ~2700 riders boarding in our zone. That equates to **~\$36/bus ride** in 2023.
- BJCTA's goal is to expand public transit accessibility to decrease traffic and parking needs; meet critical needs for people to get to work, school, and obtain essential services.
- I discussed the need to survey our residents to ascertain their interest in such a pilot.
- The cost of the new micro-transit zone after the pilot totals \$1.2-\$1.4 million. This equates to about **\$400K/city**. This might be **in addition to the cost of the increased frequency of the fixed route**.

The Pilot

- CFGB and BJCTA will each provide 1/3 funding; they propose the three cities – Homewood, Hoover, Vestavia Hills -- pick up the remaining 1/3, split equally, or **\$122,000/city** for the pilot year. For Vestavia Hills, this would be in addition to the \$98,000 we pay for our fixed route.
- The pilot is proposed for FY25, and would begin in October 2024. BJCTA would handle marketing, working with our staff to teach people (seniors) how to use the app and how the system works. The pilot zone would include just Hwy 31 corridor in Vestavia, not Cahaba Heights or Liberty Park. As demand increases and changes, the zone could expand.

Discussion ensued among the Council concerning the current service and interest in the pilot program, etc.

4. Human Trafficking Model Legislation Briefing - Councilor Cook

Mrs. Cook stated that the State of Minnesota passed a new law for requires every owner-operator and employee of hotels to complete training to identify and report human trafficking. She provided a copy of the law to the Council and said she has discussed a potential state law with Attorney General Steve Marshall.

5. Briefing on Altadena Valley Park Long-Term Ideas for Programming - Leadership Vestavia Hills Class of 2024

Chip Hoover, Whitney Stewart, Drew Hall, Lindsey Tessin and Kyle Conrad, Leadership Vestavia Hills, introduced themselves and explained their Leadership Vestavia Hills project, to investigate the potential uses for a community resource center for school students and community members.

The Council thanked the LVH team for the information and data which will be put to good use.

6. Veterans Memorial At Altadena Valley Park - Presentation of Scope and Fee Proposal - Tony Renta

Mr. Downes stated that the City does not have any funds appropriated for a veteran's memorial. However, during the strategic planning, the Council asked staff to explore what this memorial might look like, where it might be located, and to engage a professional to draw up proposed plans.

Tony Renta, a landscape design professional, proposed a project scope of \$150,000 to \$250,000, at a design cost of about \$17,500. He has talked with the Vestavia Hills Parks and Recreation Foundation and Shelby County to propose a partnership for funding.

The Council concurred this is the right direction.

7. Executive Session - Pending and/or Existing Litigation and Economic Development/Matters of Trade

The Mayor indicated that an Executive Session is needed to discuss economic development, matters of trade and commerce, and also pending or existing litigation. The executive session is expected to last 60 minutes, and no additional business will be conducted after that executive session. He opened the floor for a motion.

Mr. Boone indicated that these reasons are valid reasons for an executive session and that he would be in attendance. The Mayor then opened the floor for a motion.

MOTION: Enter into executive session to discuss economic development, matters of trade and commerce, and pending or existing litigation for approximately 60 minutes. Motion By: Kimberly Cook. Seconded By: Rusty Weaver.

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

At 5:46 PM the Council exited the Chamber and moved into Executive Session. At 6:38 PM the Council re-entered the Chamber and the Mayor called the work session back to order.

8. Time of Adjournment

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:39 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



**Vestavia Hills
City Council Minutes
April 22, 2024
6:00 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Councilor George Pierce, Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, Councilor Kimberly Cook

MEMBERS ABSENT: Councilor Paul Head

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Bent Owens, Acting City Attorney; Cinnamon McCulley, Asst. City Clerk; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Melvin Turner, Finance Director; Christopher Brady, City Engineer; Jamie Lee, Director of Parks and Leisure Services; Marvin Green, Fire Chief

3. Invocation - Chaplain Huey Davis

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor announced that the agenda is being presented for approval. He opened the floor for a motion.

MOTION: Approve the agenda as presented. Motion By: Rusty Weaver. Seconded By: George Pierce.

Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Mr. Pierce welcomed Chamber of Commerce Board member Jamie Black to the meeting.
- The Mayor thanked the Chamber for the job they did with the Prayer Breakfast this year. He stated he enjoyed the keynote speaker, his daughter, Anna Curry Gualano. He has heard many favorable comments about the breakfast.
- Mayor Curry announced an upcoming vacancy on the Planning and Zoning Commission. He stated that applications are being accepted in his office for this 6-year term beginning tomorrow until 13th of May. He stated he would announce the new appointment at the May 20 meeting.

7. City Manager's Report

- Mr. Downes stated that one of the strategic goals of the City and the Council is in embracing City employees. He indicated that the Service Star program kicked off recently with many training opportunities to be offered. Last week, more than 200 employees attended a training session on "active listening."
- Mr. Downes has begun preparations for the hiring of a Human Resources director to support employee growth and provide assistance to employees.

8. Councilors' Reports

- Mrs. Cook stated that she visited Town Village recently and heard residents like the new Rocky Ridge sidewalks that provide walking access to local businesses.
- Mr. Pierce stated he attended the Chamber Board meeting and Dogwood Prayer Breakfast. Anna Gualano did an outstanding job. He announced that the Chamber Board is now beginning preparation for the I Love America celebration.
- The Mayor and Council presented a Proclamation for Municipal Clerk's Week. Mr. Downes read the Proclamation aloud. The Mayor presented the Proclamation to Ms. Leavings and the Council thanked her for her service to the City and to the Council. Ms. Leavings thanked the Council for the Proclamation, the recognition and allowing her to serve the City in that capacity.

9. Financial Reports - Melvin Turner III, Finance Director

Melvin Turner, Finance Director, presented the financial reports for the month ending March 2024. He read and explained the balances.

10. Approval Of Minutes - April 8, 2024 Regular Meeting Minutes

The Mayor announced that the minutes of the April 8, 2024, meeting are presented for approval. He opened the floor for a motion.

MOTION: Approve the minutes of April 8, 2024, regular meeting, as presented. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

Old Business (Public Hearing)

11. Ordinance Number 3217 - An Ordinance to declare certain real property as surplus and authorize the Mayor and City Manager to execute all documents necessary to convey said property

MOTION: Approve Ordinance Number 3217 as presented. Motion by: Rusty Weaver. Seconded by: Kimberly Cook.

Mr. Downes explained that, as the City began improvements on Wald Park, surveys showed an unintentional encroachment onto park property. A private property owner had constructed a pool and a portion of the pool encroached onto the city's property. The encroachment did not interfere with any improvements. The City officials have met with Mr. Rusty Fuller, the property owner, and determined the value based upon square footage. This request is to declare this small triangle of property as surplus to allow Mr. Fuller to purchase it from the City to end the encroachment. Mr. Fuller will have both properties resurveyed which will clear the encroachment issue and reset boundaries.

Mr. Fuller was present in regard to the request.

Mrs. Cook asked for a legal opinion on the process. Bent Owens, Acting City Attorney, stated that encroachments on public property do happen from time to time, and it is up to the individuals to work this out without litigation. He stated that he thinks this is the best solution for all involved.

Mr. Downes stated that Mr. Boone has drafted an opinion on this issue and will draft the deed agreements for this.

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, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

New Business

12. Resolution Number 5510 - A Resolution approving an On-Premise Special Events Liquor License for Slice LLC d/b/a Wing Ding 2024; Christopher S. Bajalieh and Jason B. Bajaleih, executives

MOTION: Approve Resolution Number 5510 as presented. Motion by: Rusty Weaver. Seconded by: George Pierce.

Mr. Downes explained that the annual Wing Ding is this weekend on City Hall property. Slice LLC was chosen as the vendor to provide beer service to this event. This request is for a special event license to allow Slice to serve the beer.

Denise Koch, 1746 Helen Ridge Drive, stated she was present in regard to this request. She explained this is to procure the license for beer for the Wing Ding event and Slice will abide by the laws of the State of Alabama. Every customer will be carded and issued a wristband before any sale is made.

Mr. Pierce asked what mechanism is used to prevent sales to minors. Ms. Koch stated that all employees are TIP-trained which guards against sales to minors. Use of armbands is also a preventive measure. They take it seriously because it is their license at stake if a mistake were to occur.

Mr. Pierce asked the Police Chief if there were any concerns about this request.

Chief Ware stated that he is not aware of any issues with this license.

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, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

13. Resolution Number 5511 - A Resolution to appoint a new member to the Vestavia Hills Board of Education

MOTION: Approve Resolution Number 5511 as presented. Motion by: Rusty Weaver. Seconded by: Kimberly Cook.

MOTION: Amend Resolution Number 5511 to insert the name of Amber Terakedis as the new appointee. Motion by Kimberly Cook Seconded By: George Pierce.

Roll Call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

14. Ordinance Number 3218 - An Ordinance authorizing the City Manager and Mayor to execute a professional service contract for the design of a Veteran's Memorial to be located at Altadena Valley Park and provide a supplemental appropriation for funding of said contract

The Mayor indicated that the next item requires unanimous consent for immediate consideration and action. He opened the floor for a motion.

MOTION: Unanimous consent for the immediate consideration and action of Ordinance Number 3218 as presented. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

MOTION: Approve Ordinance 3218 as presented. Motion By: Kimberly Cook. Seconded By: Rusty Weaver.

The Mayor gave a brief background concerning the proposed Veteran's Memorial at Altadena Valley Park. This Ordinance will allow a professional to design, engineer, and estimate the cost of a proposed memorial. The contract amount is \$17,050 for this work. This has been discussed in a work session prior to this meeting. The Mayor stated that he is particularly pleased with this project as Vestavia Hills is the only Over the Mountain city that does not have a memorial like this.

Mr. Pierce stated this will have to come back to the Council for approval and pointed out LVH made a presentation concerning a structure at this park also. It is exciting to see new things coming to this park.

The Mayor stated that Shelby County is building restroom facilities and a pavilion there.

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, Kimberly Cook, George Pierce.

No: None. Abstain: None. Motion passed.

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

15. Citizens Comments

- Robert Debuys, 3467 Moss Brook Lane, read from a prepared statement and asked that it be a part of the record. *(verbatim): "Ordinance 2983 states that "matters regarding the general reputation and character of an individual shall not appear on an agenda or be discussed during a public meeting of the City Council" so, let me be*

precise; nothing said herein is a reference to any individual lest they be anonymous or merely hypothetical. Recently I reached out to the Mayor and every member of the council and all but one of you spent time with me on the phone. You took time away from family at the lake, between business meetings, at home or at the softball game. Thank You.

I've spent enormous energy advocating for issues, most of which we agree on and a few we don't. I started a non-profit, raised thousands of dollars for our community and created events that brought neighbors together.

I've volunteered in Vestavia City Schools and served for multiple years on the PTO Board of both Cahaba Heights and Liberty Park. Everyone on the Dias here today knows this. And everyone on the Dias also knows that putting yourself out there can make you a target. When I reached out to all of you, it was to discuss a malicious falsehood written about me, slander from multiple miscreants distilled into a single libelous post that required legal action to secure a retraction and tepid apology. I am grateful for the time you spent listening to me detail this wretched affair. I only wish that it mattered."

16. Time Of Adjournment

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:33 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



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

May 13, 2024

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Jason Hardin, Deputy Police Chief
Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5512 - A Resolution approving a 011- Lounge Retail Liquor - Class II (Package) for Our Everyday Inc., db/a Everyday Package Store, 3015 Columbiana Road, Suite B; Pragat Kaji Sikrikar, Mohammad Altaf Abdul and Bijay Awale, executives

Background:

Everyday Package store is under new ownership. This request will transfer the liquor license to the new owners.

Recommendation:

XXX	<i>Application cleared by P.D.</i> 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

Fiscal Impact:

na

Attachments:

1. Resolution 5512
2. 2024_05_02_11_17_02

RESOLUTION NUMBER 5512

A RESOLUTION APPROVING ALCOHOL LICENSE FOR OUR EVERYDAY INC., D/B/A EVERYDAY PACKAGE STORE; PRAGAT KAJI SIKRIKAR, MOHAMMAD ALTAF ABDUL AND BIJAY AWALE, EXECUTIVES

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Our Everyday Inc., d/b/a Everyday Package Store, located at 3015 Columbiana Road, Suite B, Vestavia Hills, Alabama, for the off-premise sale of 011 - Lounge Retail Liquor - Class II (Package); Pragat Kaji Sikrikar, Mohammad Altaf Abdul and Bijay Awale, executives.

APPROVED and ADOPTED this the 13th day of May, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240501103625230

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: County:
 Type License: State: County:
 Trade Name: **EVERYDAY PACKAGE STORE** Filing Fee:
 Applicant: **OUR EVERYDAY INC** Transfer Fee: \$50.00
 Location Address: 3015 COLUMBIANA RD; SUITE B VESTAVIA HILLS, AL 35216
 Mailing Address: 3015 COLUMBIANA RD; SUITE B VESTAVIA HILLS, AL 35216
 County: JEFFERSON Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 03 Type Ownership: CORPORATION
 Book, Page, or Document info: 001-119-670
 Do you sell Draft Beer?:
 Date Incorporated: 02/05/2024 State incorporated: AL County Incorporated: JEFFERSON
 Date of Authority:
 Federal Tax ID: 99-1146787 Alabama State Sales Tax ID: R012112285

Name:	Title:	Date and Place of Birth:	Residence Address:
PRAGAT KAJI SIKRIKAR 7036692 - AL	OWNER	10/28/1979 NEPAL	74 PINE RIDGE CIR PINSON, AL 35126
MOHAMMAD ALTAF ABDUL 44556492 - TX	OWNER	04/03/1962 PAKISTAN	4941 CAVALL DR CARROLTON, TX 75010
BIJAY AWALE 7398770 - AL	OWNER	08/18/1981 NEPAL	5660 COLTON RD HOOVER, AL 35244

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 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: PRAGAT KAJI SIKRIKAR
 Business Phone: 205-978-0313
 Fax:

Home Phone: 205-222-5818
 Cell Phone: 205-222-5818
 E-mail: SPRAGAT@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name: EVERYDAY PACAKGE STORE
 Applicant: E.N.M. INC

Previous License Number(s)
 License 1: 001373337
 License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240501103625230

If applicant is leasing the property, is a copy of the lease agreement attached? **NO**
 Name of Property owner/lessor and phone number: **4 PEAK LLC 205-222-5818**
 What is lessors primary business? **OWN/OPERATES PACKAGE STORES**
 Is lessor involved in any way with the alcoholic beverage business? **YES**
 Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

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: **5600** Display Square Footage: **2800**
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **ONE STORY** License covers: **OTHER**
 Number of licenses in the vicinity: Nearest:
 Nearest school: Nearest church: Nearest residence: **0 miles**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240501103625230



Initial each

AS

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

AS

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

AS

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.

AS

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.

AS

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

AS

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

AS

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.

AS

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.

AS

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): Mohammad A. Abdul

Signature of Applicant: M. Abdul

Notary Name (print): Valencia Johnson

Notary Signature: Valencia Johnson

Commission expires: 4/22/24

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240501103625230

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE B

Is the lessor involved in any way with the alcohol beverage business?:

OWN/OPERATES PACKAGE STORES

Is ther any further interest in, or connection with, the licensee's business by the lessor?: MOHAMMAD ABDUL(LESSOR) IS AN OFFICER IN THE LICENSEE'S CORPORATION.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20240501103625230



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:

E.N.M. INC

Address: 3015 COLUMBIANA RD; SUITE B
 VESTAVIA HILLS, AL 35216

Telephone: 205-862-1417

NEW APPLICANT:

OUR EVERYDAY INC

Address: 3015 COLUMBIANA RD; SUITE B
 VESTAVIA HILLS, AL 35216

Telephone: 205-978-0313

Current License No: 001373337

LICENSED PREMISES ADDRESS: 3015 COLUMBIANA RD 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 1st day of May, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: Ennam Omadi
 Title: owner

Print Name: Mohammad - A. Abdul
 Title: owner

WITNESS: (By ABC Enforcement)
 Revised 9/08



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

May 13, 2024

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc: Jamie Lee, Parks and Leisure Services Director

RE: Public Hearing - Ordinance Number - 3220 - An Ordinance
Authorizing the City Manager to Accept a Grant and Enter Into an
Agreement with Innovate Alabama for Improvements to Altadena
Valley Park

Background:

The City of Vestavia Hills applied and has been notified of a grant receipt from Innovate Alabama totaling \$15,000. The funding can be applied to recreational/fitness equipment installation at Altadena Valley Park along with trail enhancements.

Recommendation:

It is recommended that the City Council authorize the City Manager to execute any and all documents to allow receipt of these funds and approve the expenditure consistent with the grant agreement.

Fiscal Impact:

The \$15,000 grant has no match requirement; however, the further implementation of the Altadena Valley Park Master Plan was a crucial factor in the grant award.

Attachments:

1. ORDINANCE Authorizing agreement with Innovation Network
2. Innovate Alabama Network_Funding Agreement
3. PH Boone Legal Opinion to City Manager May 7 2024

ORDINANCE NUMBER 3220

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER A FUNDING AGREEMENT WITH INNOVATE ALABAMA TO BECOME AN INNOVATE ALABAMA NETWORK PARTNER AND RECEIVE FUNDING FOR AMENITIES AT ALTADENA VALLEY PARK

WHEREAS, the Alabama Innovation Commission, known as Innovate Alabama, was established July 16, 2020 through Executive Order 720 of Governor Kay Ivey to serve as a platform for entrepreneurs, innovators, and other stakeholders to engage policymakers, exchange ideas, and identify policies that promote innovation in the state; and

WHEREAS, the Alabama Innovation Corporation was created through Act. 2021-455 to partner with the private sector, state agencies, and state policy makers to make and develop and implement programs and policies to lead to a more robust, diverse, and resilient economy for this state; and

WHEREAS, the Alabama Innovation Commission partnered with the Hoover Institution to identify strategies to promote economic development through creating partnerships that will leverage their assets to contribute to a regional innovation ecosystem; and

WHEREAS, Innovate Alabama has designed the Innovate Alabama Network program to catalyze innovation by encouraging partnerships and funding activities which enhance the regional innovation ecosystem through its core pillars of Talent Development, Access to Resources, and Lifestyle and Recreation; and

WHEREAS, Innovate Alabama has extended to the City of Vestavia Hills the opportunity to join the Innovate Alabama Network with funding of \$15,000 towards the proposed project of adding outdoor fitness equipment at Altadena Valley Park; and

WHEREAS, admission to the Innovate Alabama Network will add the City of Vestavia Hills to a growing list of communities which have already joined the Network and will have access to additional resources for economic development; and

WHEREAS, an Innovate Alabama Network Grant Agreement has been presented to the City of Vestavia Hills for said funding, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3220 as if written fully therein; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to accept said grant and authorize the City Manager to execute the agreement detailed in Exhibit A.

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

1. The City Manager is hereby authorized to execute and enter into an agreement with the Alabama Innovation Corporation as detailed in the attached Exhibit A; and
2. The City Manager is further authorized to deposit the grant proceeds into the City's Capital Fund (Fund 20) and expend said funds for purposes of installing recreational/fitness equipment and trail enhancements consistent with the Altadena Valley Park Master Plan; and
3. This Ordinance Number 3220 shall become effective immediately upon adoption and approval following publishing/publication pursuant to Alabama law.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3219 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 13th day of May, 2024 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 _____, 2024.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS, AL Funding

Alabama Innovation Corporation
Innovate Alabama Network Grant Agreement

This Grant Agreement (this "Agreement"), pursuant to the Innovate Alabama Network Grant Program (the "Network Grant Program"), is entered into by and between the Applicant (listed below) and the Alabama Innovation Corporation, an Alabama public corporation, hereinafter referred to as "Innovate Alabama," together with the Applicant, the "Parties" and, each, a "Party". Award of this grant (the "Grant") is subject to the Applicant's acceptance of the terms set forth in the Grant Agreement Terms, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

The following terms shall have their respective meanings in this Agreement and in the Grant Agreement Terms:

Applicant	CITY OF VESTAVIA HILLS, AL
Applicant Address	1032 MONTGOMERY HIGHWAY, VESTAVIA HILLS, AL 35216
Applicant Primary Contact Name	JEFFREY DOWNES, CITY MANAGER
Applicant Primary Contact Phone Number	205.978.0195
Applicant Primary Contact Email	jdownes@vhal.org . Please CC: mhipp@vhal.org
Amount of Grant Funding Awarded	\$15,000
Project Description	Outdoor Fitness Center and Trail at Altadena Valley Park
Grant Period Expiration	One year from disbursement of funds.

To accept this Agreement and have rights to the funds as provided herein (the "Grant Fund") the Applicant must return a signed copy of this Agreement to Innovate Alabama. Execution of this Agreement signifies the Applicant's agreement to comply with the Grant Agreement Terms set forth in Exhibit A. Should any part of this Agreement not be satisfactory, please return any Grant Funds paid herewith until the issues are resolved.

Alabama Innovation Corporation

*Name:*_____

*Title:*_____

*Date:*_____

Applicant:_____

Name: Jeffrey Downes_____

Title: City Manager _____

*Date:*_____

Exhibit A
Grant Agreement Terms

1. Certification of the Applicant's Eligibility under the Network Grant Program.

- a. The Applicant certifies it is either a non-profit organization, municipality, or educational institute as defined below.
 - i. Non-profit organization is defined as a nonprofit validly existing and registered to do business in Alabama, with a determination letter from the Internal Revenue Service evidencing its 501(c)(3) status.
 - ii. A municipality is defined as a municipality in Alabama; a county in Alabama; or a federally recognized Native American tribe in Alabama.
 - iii. An educational institution is a public or private university or college, accredited by any of the following institutions:
 - Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)
 - National Accrediting Commission of Career Arts and Sciences (NACCAS)
 - Higher Learning Commission (HLC)
 - Association for Biblical Higher Education (ABHE)
 - Council on Occupational Education (COE)
 - Accrediting Commission of Career Schools and Colleges (ACCSC)
 - Accrediting Bureau of Health Education Schools (ABHES)
 - Distance Education Accrediting Commission (DEAC)
 - American Osteopathic Association (AOA)

2. Disbursement of Grant Funds. This Agreement may condition the disbursement of Grant Funds on certain milestones which the Parties will agree to in writing and attach to this Agreement. In such event, Innovate Alabama will have sole and absolute discretion to determine whether such milestones are met and additional disbursements should be made.

3. Expenditure of Grant Funds.

- a. The Grant Funds may only be used for those reasonable expenses incurred by the Applicant, pursuant to the Applicant's proposed use of funds submitted with its application for the Network Designation Grant Program. The Applicant shall maintain records sufficient to prove to Innovate Alabama, subject to its sole and absolute discretion, that none of the Grant Funds have been used for any purpose other than as provided in the Applicant's proposed use of funds.
- b. The Applicant is responsible for the expenditure of Grant Funds in accordance with the submitted project budget, and for maintaining adequate supporting records consistent with generally accepted accounting practices or the Applicant's historical accounting principles, each consistently applied. All such records shall be maintained for at least five years after the Grant Period Expiration and, upon request by Innovate Alabama, shall be made electronically available to Innovate Alabama, its auditors, or other agents.
- c. Except as provided in this Agreement, Innovate Alabama has no obligation to provide additional support to the Applicant. Innovate Alabama's obligation to provide support under this Agreement shall terminate if it determines that the Applicant has failed to perform in accordance with the terms of this Agreement.

- d. Awards should be utilized to advance the applicant's efforts to enhance the existing innovation ecosystem. Funds cannot be used to recoup a personal investment or to pay off debt. Legal fees related to any eligible cost should not exceed 10% of the awarded funds. If there are elements of funding not allowed in the underlying award, but which the applicant deems critical to the proposed project, the applicant may request funding, but must clearly indicate in the request that these are not otherwise allowable and justify the request.
 - e. No portion of the Grant Funds provided under the terms of this Agreement may be used to support the following:
 - i. Any contributions or expenditures in support of, or in opposition to, any candidate for political office (federal, state, or local), political party, political committee that supports political candidates or parties, or nonprofit organization that will use the funds for political activities;
 - ii. Any "electioneering communications" as that term is defined under federal or state law;
 - iii. Any action to carry on propaganda or otherwise attempt to influence legislation; and
 - iv. Any action to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
4. **Semi-Annual Reporting.** An applicant awarded funds under the Innovate Alabama Network Designation Program must complete and submit to Innovate Alabama reports at 6 months and 12 months after the grant has been made. A copy of the form that the Applicant must use for such reports is attached hereto as Exhibit B. Innovate Alabama reserves the right to make amendments to Exhibit B from time to time, in which case the Applicant agrees to make its reports on such amended form.
5. **Compliance with Laws.**
- a. The Applicant represents, to the best of its knowledge, that it is in compliance with all applicable laws, ordinances, codes, rules, requirements, and regulations of foreign, federal, state, and local governments and all agencies thereof relating to the operation of its business and the maintenance and operation of its properties, assets, employees, and independent contractors.
 - b. The Applicant represents, to the best of its knowledge, that no Applicant investor, director, officer, or employee is a member of the Innovate Alabama Board ("the Board") or an employee of Innovate Alabama, or a family member of any such individual. Further, the Applicant represents, to the best of its knowledge, that no family member of a Applicant investor, director, officer, or employee is either a member of the Board or an employee of Innovate Alabama, or a family member of any such individual. To the extent that the Applicant cannot make this representation, Applicant represents that these relationships have been disclosed in its application.
 - c. The Applicant certifies that any public official or public employee (or the family members of such public official or public employee) under the Alabama Ethics Act (Section 36-25-1, et seq. Code of Alabama (1975)), who is an investor, director, officer, or employee of the Applicant, has not and will not use his or her public position to obtain any personal gain or financial benefit, except as specifically authorized by law or as provided pursuant to a lawful university or agency policy or employment agreement.

6. **Publicity.** Announcement of the Grant to the public may be made by the Applicant or Innovate

Alabama, except as provided herein. The Applicant shall provide notice to Innovate Alabama prior to the use of Innovate Alabama's name or logo and shall send to Innovate Alabama a copy of any published accounts mentioning the Grant. The Applicant grants a royalty-free, non-transferable limited license to Innovate Alabama for the use of the Applicant's name and logo in any publications made by or for Innovate Alabama. The Applicant agrees to use or display the Innovate Alabama Network Designation Logo, a sample of which is attached hereto on Exhibit C, on the Applicant's buildings, websites, and other marketing materials related to or associated with the Network Grant Program.

7. **Evaluation.** Innovate Alabama may, at its own expense, monitor and conduct an evaluation of the Applicant's activities utilizing the Grant Funds. Innovate Alabama has the right, upon reasonable notice, to inspect the accounts, books, and records of the Applicant to ensure, in its sole discretion, compliance with this Agreement. This evaluation may include site visits. Such visits will be made at Innovate Alabama's discretion and upon reasonable notice to the Applicant.

8. **Return of Grant Funds.**

- a. The Applicant shall return to Innovate Alabama any unexpended Grant Funds within 60 days of the Grant Period Expiration unless the Applicant has requested and received from Innovate Alabama a written extension of the Grant Period Expiration.
- b. The Applicant shall promptly return any unexpended Grant Funds to Innovate Alabama if the Applicant violates any of the terms in this Agreement; provided, however, that the Applicant shall return to Innovate Alabama an amount equal to the full amount of the Grant Funds, regardless of whether or not the Applicant has already used any portion of such funds, if any of the following occurs:
 - i. The Applicant makes any misrepresentations or false statements to Innovate Alabama in the Application or this Agreement;
 - ii. The Applicant violates Section 1 of this Agreement; or
 - iii. The Applicant violates Section 3 of this Agreement.

9. **Indemnification.** Except to the extent prohibited by law, the Applicant shall indemnify, defend, and hold harmless Innovate Alabama, and the officers, directors, employees, agents, and contractors of Innovate Alabama, from and against any and all losses, damages, expenses, liabilities, demands, claims, suits, and judgments, including without limitation all court costs and reasonable attorneys' fees, arising out of or relating to either (a) the Applicant's performance under this Agreement or breach thereof, or (b) the intentional misconduct or negligent acts or omissions of the Applicant, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. The Applicant covenants not to sue Innovate Alabama, its officers, directors, employees, agents, or contractors, under any circumstances or upon any grounds with respect to the services bargained for under the terms of this Agreement, or any part thereof, or any injury, damage, or loss, whether physical or economic, to the persons or property resulting therefrom. This provision shall survive the termination of this Agreement.

10. **Rights to Reports, Materials, Books, and Articles.** All reports, materials, books, and articles resulting from the Grant are considered to be the copyrighted works of the Applicant or the author, in accordance with the policies of the Applicant toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. Applicant and author hereby grant to Innovate Alabama and its affiliates a non-exclusive, non-transferrable, royalty-free license solely to use, copy and distribute on all types of media any and all published reports, materials, books, and articles resulting from the Grant.

11. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications

hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Party at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this paragraph):

If to Innovate Alabama:

Innovate Alabama

Attn: Cynthia Crutchfield

1320 1st Avenue South

Birmingham, AL 35233

Email: Partners@innovatealabama.org

If to the Applicant, such communication may be addressed to the Applicant, in care of the Applicant Primary Contact, at the Applicant Address. Email communications may be sent to the Applicant Primary Contact Email.

- 12. Independent Contractor.** Nothing in this Agreement shall constitute the naming of the Applicant as an agent or legal representative of Innovate Alabama for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the Parties hereto, and the Applicant shall make no such representation to anyone.
- 13. Dispute Resolution.** Subject to either Party's right to seek remedies available to it at law and in equity, in the event of a dispute of any kind arising out of or in any way related to this Agreement, the Parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, or another mutually agreeable dispute resolution mechanism, either of the Parties has the right to request non-binding mediation where a mutually agreed upon neutral third party assists the Parties in reaching a negotiated settlement.
- 14. Remedies Cumulative.** The remedies afforded to a Party in this Agreement are not intended to be exclusive, and each remedy shall be cumulative and shall be in addition to all other remedies available to a Party at law or in equity.
- 15. Third-Party Beneficiaries.** This Agreement shall not be construed to confer any rights or remedies upon any person or entity, except the Applicant and Innovate Alabama.
- 16. Waivers.** No delay or omission by either Party in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by the Party to be bound.
- 17. Applicable Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles, and, where applicable, the laws of the United States.
- 18. Venue and Consent to Jurisdiction.** Any action at law, suit in equity, or other judicial

proceeding for the enforcement of this Agreement or any provision hereof may take place in the State of Alabama, in Montgomery County. The Parties hereby irrevocably consent to the personal jurisdiction of the state and federal courts in or for Montgomery County, in any dispute arising from or relating to this Agreement.

- 19. Captions and Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.
- 20. Pronouns and Plurals.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires.
- 21. Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.
- 22. Construction.** This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the Parties or the domicile of any Party.
- 23. Modification and Amendment.** This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.
- 24. Assignments.** This Agreement may not be assigned by the Applicant without the prior written consent of Innovate Alabama. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 25. Entire Agreement.** This Agreement, together with the Network Designation Guidelines and Application, contains the entire agreement of the Parties in respect of the subject matter hereof, and supersede all prior and contemporaneous understandings, instruments, and agreements, both written and oral, with respect to such subject matter. Neither party is relying upon any statement or representation not provided in writing herein.
- 26. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by any Party shall be deemed to be, and shall have the same force and effect as, an original.

Exhibit B**Innovate Alabama Network Designation Grant Program Reporting Form**

Date of Report: _____

<i>Section 1 - General Information</i>	
Applicant Name	CITY OF VESTAVIA HILLS
Applicant Address	1032 MONTGOMERY HIGHWAY VESTAVIA HILLS, AL 35216
Primary Contact Name	JEFFREY DOWNES
Primary Contact Title	CITY MANAGER
Primary Contact Email	Jdownes@vhal.org
Primary Contact Phone	205.978.0195

<i>Section 2 – Reporting</i> (Please report on achieved during this 6-month reporting period)	
Project Description	Outdoor Fitness Center and Trail at Altadena Valley Park
Total Grant Funds Used	TBD, up to \$15,000 (grant award)
Amount of Additional Capital Raised From:	
Grants	
Venture Capital	n/a
Other (please specify)	
Participants Impacted (Please indicate if there are any KPIs or evaluation metrics being used)	Talent – attracting and retaining talent and employers (no KPIs evaluated)
Major Outcomes of Granted Funds	

Describe the Applicant's milestones, how they have been achieved, and, if not achieved, when the milestones will be achieved. Using the budget submitted with your Application, describe money spent and money remaining on hand.

I certify that the information in this Report Form is true and correct.

APPLICANT: CITY OF VESTAVIA HILLS, AL

BY: _____

Name: JEFFREY DOWNES, CITY MANAGER

Exhibit C**Innovate Alabama Network Designation Logo**

The following logo shall be prominently displayed on the Applicant's buildings, websites, and other marketing materials related to or associated with the Network Grant Program. Please contact partners@InnovateAlabama.org for high-resolution images and graphics.



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 7, 2024

By Electronic Mail

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

In Re: Innovate Alabama Network Grant Agreement

Dear Mr. Downes:

On May 6, 2024, you sent to me via electronic mail a proposed Innovate Alabama Network Grant Agreement ("Grant Agreement") by and Alabama Innovation Corporation ("Innovate Alabama") and the City of Vestavia Hills, Alabama ("City") with a request that I review the Grant Agreement and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. FACTS

The City applied with Innovate Alabama for a \$15,000.00 grant to construct walking trails on and at Altadena Valley Park. The grant was approved.

Section 9 of the Grant Agreement provides in pertinent part as follows:

"9. **Indemnification.** Except to the extent prohibited by law, the Applicant shall indemnify, defend, and hold harmless Innovate Alabama, and the officers, directors, employees, agents, and contractors of Innovate Alabama, from and against any and all losses, damages, expenses, liabilities, demands, claims, suits, and judgments, including without limitation all court costs and reasonable attorneys' fees, arising out of or relating to either (a) the Applicant's performance under this Agreement or breach thereof, or (b) the intentional misconduct or negligent acts or omissions of the Applicant, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement."

Section 12 of the Grant Agreement reads as follows:

“12. **Independent Contractor.** Nothing in this Agreement shall constitute the naming of the Applicant as an agent or legal representative of Innovate Alabama for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the Parties hereto, and the Applicant shall make no such representation to anyone.”

It is my understanding that the sole act of Innovate Alabama is to award the grant of \$15,000.00 and approve the use of the funds by constructing walking trails in Altadena Valley Park.

II. LEGAL OPINION

It is my legal opinion that the Grant Agreement meets the requirements of Alabama law.

III. BASIS FOR LEGAL OPINION

It is my legal opinion that governmental bodies, including municipalities, do not have the legal authority to indemnify and hold harmless third parties based upon Article IV, Section 94, as amended by Amendments 112 and 558 of the *Constitution of Alabama of 1901* and the case of *Slawson v. Alabama Forestry Commission*, 631 So.2d 953 (Ala.1994).

It is my further legal opinion that the City has total immunity from any and all possible liability that may arise from the Grant Agreement. I base my legal opinion upon the following reasons:

A. LIMITATION OF LIABILITY FOR NON-COMMERCIAL PUBLIC RECREATIONAL USE OF LAND: The City has a clear legal right to immunity under the recreational-use statutes at Title 35-15-20, et seq., *Code of Alabama, 1975*.

Title 35-15-22, *Code of Alabama, 1975*, reads as follows:

“Except as specifically recognized by or provided in this article, an owner of outdoor recreational land who permits non-commercial public recreational use of such land owes no duty of care to inspect or keep such land safe for entry or use by any person for any recreational purpose, or to give warning of a dangerous condition, use, structure, or activity on such land to persons entering for such purposes.”

Title 35-15-23, *Code of Alabama, 1975*, provides:

“Except as expressly provided in this article, an owner of outdoor recreational land who either invites or permits non-commercial public recreational use of such land does not by invitation or permission thereby:

- (1) Extend any assurance that the outdoor recreational land is safe for any purpose;
- (2) Assume responsibility for or incur legal liability for any injury to the person or property owned or controlled by a person as a result of the entry on or use of such land by such person for any recreational purpose; or
- (3) Confer upon such person the legal status of an invitee or licensee to whom a duty of care is owed.”

Title 35-15-24, *Code of Alabama, 1975*, provides:

“(a) Nothing in this article limits in any way legal liability which otherwise might exist when such owner has actual knowledge:

- (1) That the outdoor recreational land is being used for non-commercial recreational purposes;
- (2) That a condition, use, structure, or activity exists which involves an unreasonable risk of death or serious bodily harm;
- (3) That the condition, use, structure, or activity is not apparent to the person or persons using the outdoor recreational land; and
- (4) That having this knowledge, the owner chooses not to guard or warn, in disregard of the possible consequences.

(b) The test set forth in subsection (a) of this section shall exclude constructive knowledge by the owner as a basis of liability and does not create a duty to inspect the outdoor recreational land.

(c) Nothing in this article shall be construed to create or expand any duty or ground of liability or cause of action for injury to persons on property.”

B. INDEPENDENT CONTRACTOR: A party is ordinarily not liable for the tortious acts of his independent contractors (*Bain v. Colbert County Northwest Alabama HealthCare Authority*, 233 So.3d 945 (2017)). A municipality is not liable for the negligence of an independent contractor (*Dickinson v. City of Huntsville*, 822 So.2d 411).

C. **DISCRETIONARY FUNCTION IMMUNITY:** City employees have discretionary immunity. *Ex Parte Cranman*, 792 So.2d 392 (2000). *Cranman* applies to municipal employees. *Ex Parte City of Birmingham*, 624 So.2d 1018 (1993) and *City of Birmingham v. Brown*, 969 So.2d 910 (2007). If the employee has discretionary function immunity, then the City also has discretionary function immunity. *Ex Parte Brown*, 82 So.3d 495 (2015).

IV. **CONCLUSION**

Since the City has immunity by virtue of the above cited Alabama legal authorities, there is nothing for the City to indemnify.

V. **MY RECOMMENDATION**

I recommend the approval, execution and delivery of the Grant Agreement as written.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick H. Boone", with a long horizontal flourish extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

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



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

May 13, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3219 - Rezoning - 4529 Pine Tree Circle; Lot 29, Topfield Subdivision; Rezone from Vestavia Hills R-1 (single family residential) to Vestavia Hills B-2 (general business) with conditions; Maria Wood, Owner

Background:

This property is located in an area that's slowly converting from residential to small offices and businesses. This request is a request to B-2, general business district, with the limitation on use that it be limited to general enclosed retail use only, that the property obtain a certificate of occupancy prior to effective date of ordinance and that, if destroyed, the new building will be constructed in a residential styling with a maximum height of 2 stories.

Recommendation:

The Planning and Zoning Commission at its regular meeting of April 2024 voted unanimously to recommend approval with detailed conditions.

Fiscal Impact:

na

Attachments:

1. Ordinance 3219

ORDINANCE NUMBER 3219

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

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

4529 Pine Tree Circle
Lot 21, Topfield Subdivision (MB 42 PG 72)
Maria Wood, Owner(s)

BE IT FURTHER ORDAINED, that said rezoning is conditioned upon the following: (1) said zoning is limited to general enclosed retail as defined by the City's Zoning Code, as amended; and (2) if the existing building on the property were demolished or destroyed for any reason, any new building shall be limited to two stories and shall be built in a residential style as approved by the City's Design Review Board; and (3) that said zoning shall not become effective until issuance of a Certificate of Occupancy for a professional office building as approved by the City's Building Official, Fire Marshal and Zoning Official and submitted to the Office of the City Clerk.

APPROVED and ADOPTED this the 20th day of May, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

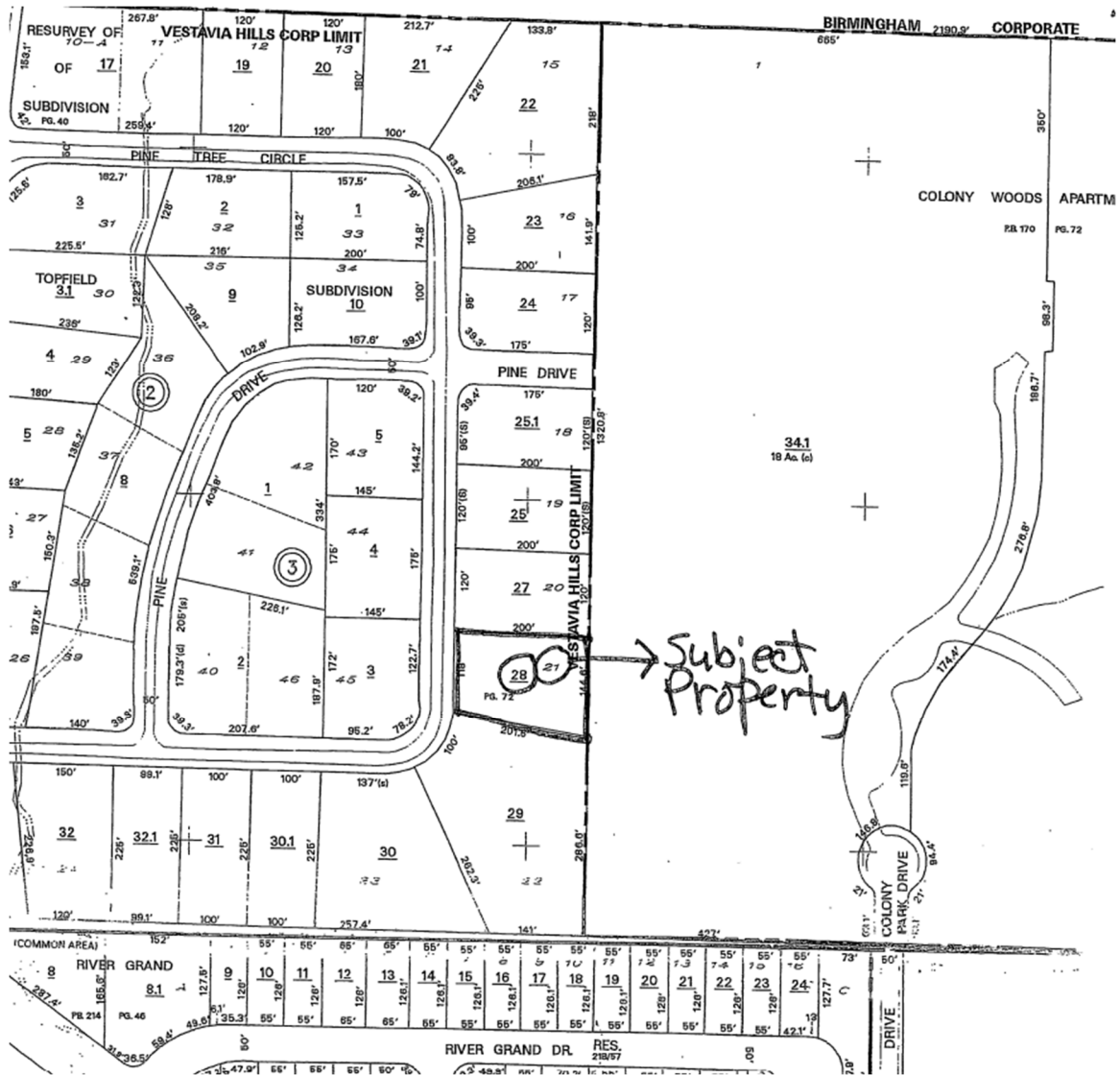
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3219 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 20th day of May, 2024 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 _____, 2024.

Rebecca Leavings
City Clerk





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-24-1

Owner Name: Maria Wood

Owner Address: 4925 Cahaba Valley Trace / Birmingham,
AL 35242

Representa
tive:
Rep.
Address:

Project Address: 4529 Pine Tree Circle
Legal Description: Residential Home being converted to Drapery Shop
Parcel ID Number: 28 00 27 4 001 0258.000
Current Zoning: R-1
Requested Zoning: B-2 with limited uses
Intended Purpose: Renovating a Residential Home to a Drapery Studio

MOTION Mr. Larson made a motion to recommend Rezoning for 4529 Pine Tree Cir. from Vestavia Hills R-1 to Vestavia Hills B-2 with the following conditions:

1. B-2 zoning limited to general retail;
2. Zoning not complete until Certificate of Occupancy is approved by the Fire Marshall, Chief Building Inspector, Zoning Official and issued;
3. Any new building limited to two stories and constructed in a residential style.

P&Z

Recommendation: Second was by Ms. Cochran. Motion was carried on a roll call; vote as follows:
Mr. Farrell – yes Ms. Cochran – yes
Mr. Romeo – yes Mr. Honeycutt– yes
Mr. Sykes – yes Mr. Larson– yes
Mr. Vercher– yes
Motion carried.

Date of P&Z Meeting: April 11, 2024

Authorized by:

Issued by:

Vestavia Hills Planning and Zoning Commission,
Michael Vercher, Chair
Conrad Garrison, City Planner

Rezoning Application	Applicant	Primary Location
RZ-24-1	 Maria Wood	4529 PINE TREE CIR
Submitted On: Mar 7, 2024	 205-223-8858	VESTAVIA HILLS, AL 35243
	 mariaclairedesigns@hotmail.com	

Property Information	
Subject Property Address	Tax Parcel ID Number
4529 Pine Tree Circle	28 00 27 4 001 0258.000
Legal Description	
Residential Home being converted to Drapery Shop	
Existing Parking Spaces	Proposed Parking Spaces
0	6
Submission Date	Type of Project
02/06/2024	New Non-Residential Development/use

Action Requested:	
From Existing Zoning Classification	To Requested Zoning Classification
Residential	Commercial
For the Intended Purpose of:	
Renovating a Residential Home to a Drapery Studio	
Acreage of Subject Property	Acreage of Property to be Disturbed
26,200 Sq Ft or .6 acre	0

Setbacks	
Front	Back
48.9	200
Side	Open Space
37.8	24832
Lot Coverage Percentage	Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).
10	true

Owner Information	
Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.	Property Owner Name
	Maria Wood

Company Name	
Maria Claire Properties	
Owner Address City State Zip	
4925 Cahaba Valley Trace / Birmingham, AL 35242	
Owner's Phone Number	Email Address of Owner
205-223-8858	mariamckee@bellsouth.net
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.	
true	Owner Representative/Responsible Party
	--
	Company Name
	--
	Contact Email of Responsible Party
	--
Mailing Address of Responsible Party	
--	
Phone No. of Responsible Party	Email Address of Responsible Party
--	--

Project Engineer Information (if applicable)

Name	Company
--	--
Mailing Address	
--	
Phone Number	Email
--	--



Feedback

My Color Palette

SW 7541 Grecian Ivory

IMPARE ILORS

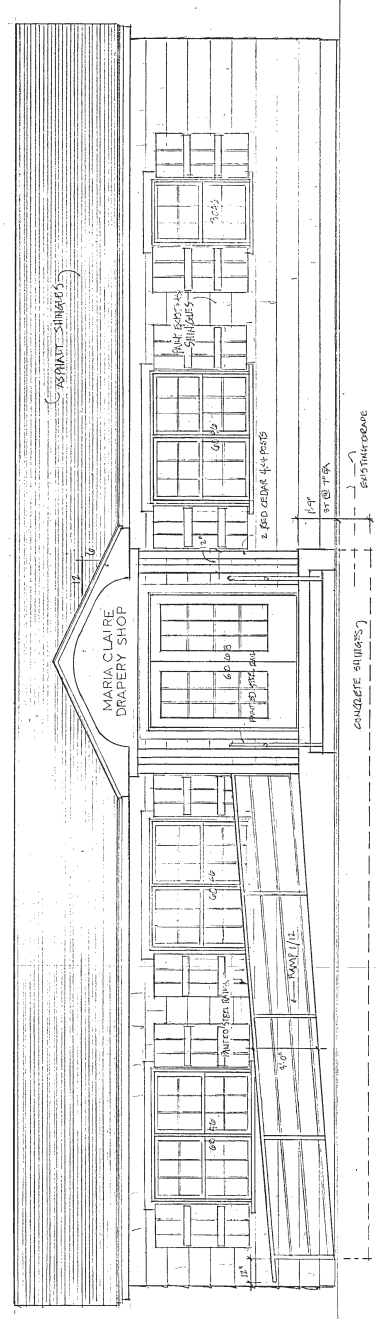
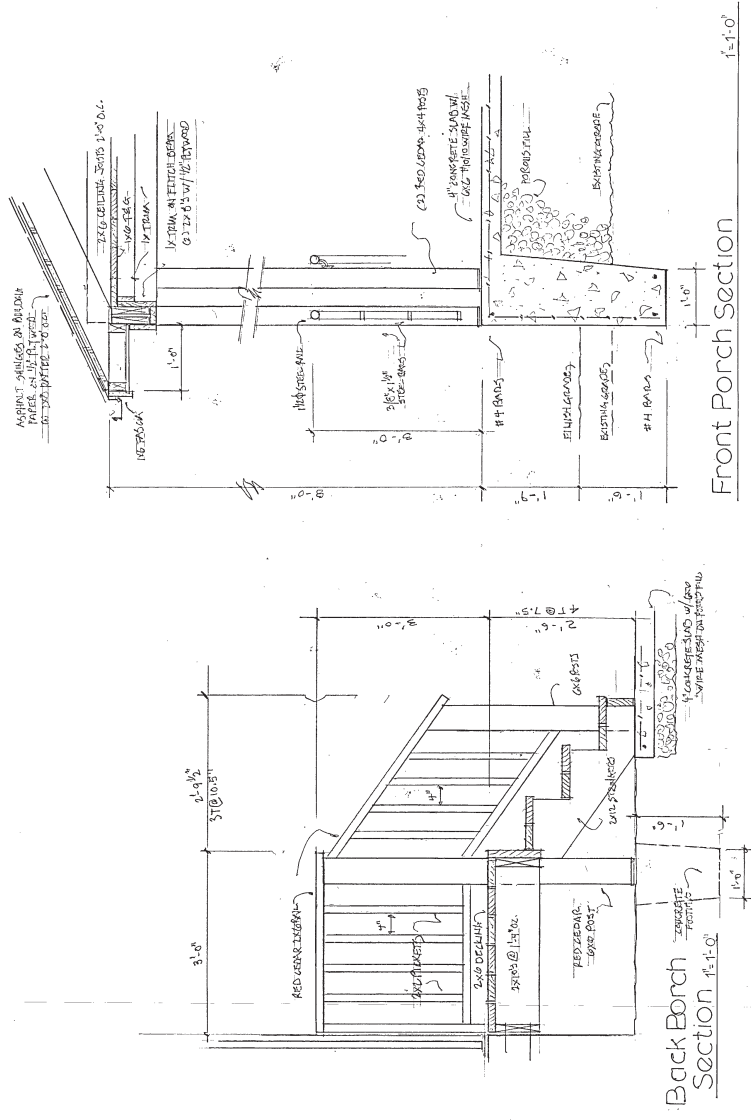
PAINT AREA

Download Save



4529 Ping Tree Circle
Vestavia Hills, AL
Renovation of the
Mario Claire Drapery Shop

Revisions
Date 2/13/24
Drawn LKH
Check
Title
East Elevation
Front Porch Section
Back Porch Section
Sheet



East Elevation 3/8'-1'-0"



January 17, 2024

RC Roberts Properties
Attn: Mr. Robin Roberts
2700 Al Linn Circle
Birmingham, AL 35244

Re: Structural Drawing
4529 Pine Tree Circle
Vestavia, AL 35243

Dear Mr. Roberts:

At your request, we have prepared the attached drawing with details for installing the recommended 2 ply 18-inch LVL which can be installed in the attic to allow for a smooth ceiling in this area. This beam will be sufficient to carry the anticipated loads. We recommend attaching all ceiling joists and roof bracing to the beam with Simpson brackets or equal. We recommend supporting the ends of the beam with 3-jack studs at each end and we recommend installing new steel columns and footings under each end of the beam in the crawl space. We recommend utilizing 4"x4"x1/4" steel columns with a 6"x8"x1/4" top plate and an 8"x8"x1/4" bottom plate bearing on a 2.5'x2.5'x1' poured concrete footing reinforced by 3-#4 rebar both ways. The columns should be attached to the wood framing with wood screws and to the footing with 2-5/8-inch wedge anchors. Please see the attached drawing for details. All work should be performed to current codes and standards and if any conditions arise that contradict this information, please contact our office immediately. This is part of the design. Should you have any questions, please feel free to contact our office.

This report has been prepared in strict confidence with you as our client. Only you, the person who chose the type of inspection, which was performed, can rely upon the information provided. We owe no duty, obligation, or responsibility to any other third-party beneficiaries. No reproduction or re-use of this report is permitted without express written consent. Further, we will not release this report to anyone without your permission. This letter does not guarantee or imply the proper future performance of the foundation or structure.

I trust this report provides the information requested. If we can be of further service or answer any questions about this report or inspection, please feel free to call our engineer for clarification. There is no additional charge for a reasonable number of phone consultations. Should an additional visit to the home be necessary, however, an additional fee will be charged.

Thank you for the opportunity to be of assistance to you.

Sincerely,


Scott Gibbs, P.E.
AL Reg. 24696



SG/

Independently Owned and Operated

P.O. Box 8071 / Birmingham, AL 35218
O: 205.744.5004



Rezoning Committee,

Due to recent concerns in the Rezoning of 4529 Pine Tree Circle, Vestavia AL from Residential to Commercial and because of the location, we are asking for the B2 Classification to be limited to General Enclosed Retail or Professional Office Use.

Thank You,
Maria Wood / Claire Larkin
205-837-9039



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

May 13, 2024

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None