



**Vestavia Hills
City Council Agenda
August 12, 2024
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Chaplain Sam Williamson
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Proclamation - August 21, 2024 National Senior Citizen Day
8. City Manager's Report
 - Presentation of the FY 25 Budget Message
9. Councilors' Reports
10. Financial Reports - Zachary Clifton, Deputy Finance Director
11. Approval Of Minutes - July 22, 2024, Regular Meeting Minutes

Old Business (Public Hearing)

New Business

12. Resolution Number 5523 - A Resolution declaring certain Police and Public Services Department personal property as surplus and authorizing the City Manager to sell/dispose of said property
13. Resolution Number 5524 - A Resolution Assigning the Amendment 772 Incentive Agreement Associated with the Development of Baumhower's Sports Grill and Dunkin Located on Montgomery Highway to Other Entities

New Business Requesting Unanimous Consent (Public Hearing)

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

14. Public Hearing – Ordinance Number 3233 – An Ordinance approving and adopting the final 10% of the fiscal year 2024 budgets for the City of Vestavia Hills *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
15. Public Hearing - Ordinance Number 3234 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2024 Until September 30, 2025 *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
16. Public Hearing - Resolution Number 5525 - A Resolution Authorizing An Increase In Salary And Wages And Adoption Of New Pay Plans For Employees *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
17. Public Hearing - Resolution Number 5526- A Resolution Accepting Terms For Financing Vehicles And/Or Equipment for FY 2025 *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
18. Citizens Comments
19. 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, throughout our history, older people have achieved much for our families, communities, and country; and

WHEREAS, with improved healthcare and more years of productivity, older citizens are reinforcing their historical roles as leaders and sense of purpose as individuals and as a Nation; and

WHEREAS, many of them are embarking on second careers, giving younger people an example of responsibility, resourcefulness, competence, and determination; and

WHEREAS, more than 11 million senior citizens are serving as volunteers in various programs and projects that benefit every sector of society; and

WHEREAS, we can best demonstrate our gratitude for the older seniors' accomplishments by making sure that our communities enable them to participate to the fullest and find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.

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 August 21, 2024 as

NATIONAL SENIOR CITIZENS DAY

which is recognized annually and was authorized and requested by President Ronald Reagan in 1988 to encourage them to be active members of their community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 12th day of August 2024.

Ashley C. Curry
Mayor

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of June was \$54,193,363, which is comprised of the following funds:

General Funds	\$46,660,588
Restricted Funds	\$7,529,695
Petty Cash	<u>\$3,080</u>
Total	<u>\$54,193,363</u>

2.) The "Financial Overview" for the month and YTD through June is as follows:

Monthly Revenues	\$3,521,225	YTD Revenues	\$60,588,095
Monthly Expenses	<u>\$5,278,715</u>	YTD Expenses	<u>\$52,054,748</u>
Monthly Fund Balance	<u>(\$1,757,490)</u>	YTD Fund Balance	<u>\$8,533,346</u>

3.) Comparative Fund Balances:

	<u>YTD</u>	<u>Variance</u>
Actual - 2023-2024	\$8,533,346	
Budget - 2023-2024	\$4,238,553	\$4,294,793
Last Year - 2022-2023	\$9,593,551	(\$1,060,205)

Note:

The "Actual Fund Balance" is \$4,294,793 greater than the "Budgeted Fund Balance" and \$1,060,205 less than "Last Year Fund Balance".

Summary
Financial Report
June 2023-2024

MTD						YTD			Variance	
		Actual		Budget	Last Year	Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES		3,521,225		4,483,943	4,885,795	60,588,095	55,377,746	57,239,731	5,210,349	3,348,364
EXPENSES		5,278,715		5,166,689	4,748,168	52,054,748	51,139,193	47,646,178	(915,555)	(4,408,570)
FUND BALANCE		(1,757,490)		(682,746)	137,627	8,533,346	4,238,553	9,593,552	4,294,793	(1,060,206)
Advalorem - Real		18,832		40,442	3,397	20,950,523	18,849,085	18,952,284	2,101,438	1,998,239
Sales Tax		2,497,143		3,227,786	4,060,345	20,949,820	21,831,939	23,532,311	(882,119)	(2,582,490)
Utility Franchise Fees		0		0	0	2,613,640	2,466,757	2,466,962	146,883	146,679
Business License		68,265		110,093	(191,989)	4,366,960	3,743,384	3,716,871	623,576	650,089
Advalorem - Personal		204,119		194,532	271,214	1,769,050	1,478,923	1,742,997	290,127	26,053
October thru June 2024 (9 months)						2023-2024				
		Actual		Budget Total	Outstanding Bal	% Received	% Outstanding	Verification		
Advalorem - Real		20,950,523		18,855,007	2,095,516	111.11%	-11.11%	100.00%		
Sales Taxes		20,949,820		28,351,365	(7,401,545)	73.89%	26.11%	100.00%		
Utility Franchise Fees		2,613,640		2,466,893	146,747	105.95%	-5.95%	100.00%		
Business License		4,366,960		3,975,640	391,320	109.84%	-9.84%	100.00%		
Advalorem - Personal		1,769,050		2,016,972	(247,922)	87.71%	12.29%	100.00%		
JUNE		MTD				MTD				
					Variance	Last Year	Act vs LY			
Advalorem - Real		18,832		40,442	(21,610)	3,397	15,435			
Sales Taxes		2,497,143		3,227,786	(730,643)	4,060,345	(1,563,202)			
Utility Franchise Fees		0		0	0	0	0			
Business License		68,265		110,093	(41,828)	(191,989)	260,254			
Advalorem - Personal		204,119		194,532	9,587	271,214	(67,095)			

**CITY OF VESTAVIA HILLS
MONTHLY CASH REPORT
"RECONCILED BALANCES"**

General Funds	Banking Institutions	APR	June 2023	July 2023	August 2023	Sept 2023	October 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024
General / Operational Funds	Region Bank	5.04%	11,590,713.02	7,066,588.69	5,063,164.63	4,111,462.41	6,779,150.23	8,408,494.76	8,678,758.65	11,671,643.22	20,516,193.77	18,608,623.16	15,387,719.81	14,436,292.53	12,801,155.18
Enhanced Cash Strategy	Region Bank	5.11%	10,204,945.93	10,243,233.98	10,286,223.41	10,311,308.65	9,936,408.24	10,004,361.97	10,076,629.06	10,119,135.13	10,121,913.63	10,160,280.52	10,166,247.60	10,223,363.54	10,270,541.52
Payroll Fund	Region Bank	0.25%	5,648.68	5,648.68	6,082.04	6,082.04	6,159.15	0.00	0.00	0.00	0.00	308.91	0.00	0.00	0.00
Emergency Reserve Fund	PNC Bank	5.37%	17,637,280.09	17,714,753.81	17,794,062.04	17,865,878.82	17,941,009.73	18,040,220.13	18,136,383.13	18,214,276.83	18,278,166.12	18,358,801.14	20,590,395.90	20,551,408.03	20,661,720.70
Court & Corrections Fund	Region Bank	0.25%	123,750.03	139,387.03	81,431.83	84,101.83	137,357.88	74,624.60	73,402.60	97,819.67	117,012.38	281,008.88	140,557.86	89,815.80	113,043.20
American Rescue Plan (COVID-19)	SouthPoint	4.40%	3,551,189.79	2,790,490.26	2,800,937.32	2,811,084.36	2,822,068.50	2,742,762.58	2,753,063.24	2,763,369.93	2,773,046.62	2,783,428.13	2,793,511.80	2,803,969.87	2,814,127.93
Total - Balance			\$43,113,527.54	\$37,960,102.45	\$36,031,901.27	\$35,189,918.11	\$37,622,153.73	\$39,270,464.04	\$39,718,236.68	\$42,866,244.78	\$51,806,332.52	\$50,192,450.74	\$49,078,432.97	\$48,104,849.77	\$46,660,588.53
Restricted Funds															
Court Cash Bonds	Regions Bank	0.25%	147,989.20	147,723.00	151,737.20	155,927.20	158,135.20	147,320.20	145,886.00	144,166.00	138,606.00	133,766.00	129,371.00	119,416.00	113,621.00
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	6,314,702.42	6,314,702.42	4,474,038.42	4,474,038.42	4,474,038.42	4,474,038.42	4,474,038.42	4,474,038.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42
Contractors' Cash Bonds	SouthPoint	0.25%	757,967.11	744,330.84	706,333.77	696,630.28	698,351.23	687,946.13	686,595.00	673,211.91	675,347.73	647,538.10	659,736.91	630,929.54	601,364.94
Confiscated Funds	SouthPoint	1.25%	288,559.70	288,866.05	289,172.72	289,469.82	289,777.13	290,074.85	290,382.81	290,690.25	58,999.32	59,061.79	59,122.30	59,184.90	59,245.54
Community Spaces	SouthPoint	1.65%	456.84	457.47	458.11	458.72	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 GOW - QEBC Sinking Fund	Bank of New York	2.35%	1,891,162.76	1,891,162.76	1,891,162.76	1,891,162.76	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89	1,911,964.89
Library Campaign Fund/Donations	Pinnacle	earnings offset fees	382,167.51	387,465.56	429,604.48	433,701.36	438,732.28	458,022.23	461,230.31	464,421.95	0.00	309.20	303.20	0.00	0.00
Lease Escrow Funds	Truist & Robertson		1,407,636.58	1,409,264.98	1,410,896.12	1,412,477.26	703,500.95	704,554.69	705,645.36	706,734.88	707,755.76	708,848.82	709,908.37	654,497.10	655,560.15
Total Balance			\$11,190,642.12	\$11,183,973.08	\$9,353,403.58	\$9,353,865.82	\$8,674,500.14	\$8,673,921.41	\$8,675,742.79	\$8,665,228.30	\$7,680,612.12	\$7,649,427.22	\$7,658,345.09	\$7,563,930.85	\$7,529,694.94
Cash on Hand															
Petty Cash - City Depts.			880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail			500.00	500.00	500.00	500.00	500.00	500.00	500.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Library			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash			\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$2,980.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00	\$3,080.00
Grand Total - All Funds			\$54,307,149.66	\$49,147,055.53	\$45,388,284.85	\$44,546,763.93	\$46,299,633.87	\$47,947,365.45	\$48,396,959.47	\$51,534,553.08	\$59,490,024.64	\$57,844,957.96	\$56,739,858.06	\$55,671,860.62	\$54,193,363.47
Petty Cash Itemization															
City Clerk Dept.	none														
Court Dept.	\$600.00														
Finance Dept. & Vehicle Tags	\$1,050.00 Tags & City Depts														
Fire Dept.	\$100.00 City Depts														
Inspection Dept.	\$30.00 City Depts														
Library	\$600.00														
Mayor's Office	\$200.00 City Depts														
Parks & Leisure Services	\$300.00 City Depts														
Police Dept.	\$200.00 City Depts														
Public Services	none														
Total	\$3,080.00														

FINANCIAL SUMMARY REPORT
"JUNE 2023-2024"

1	MONTH OF JUNE 2024							YEAR-TO- DATE THROUGH JUNE 2024						
	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	2023-2024	2023-2024	2022-2023	Actual to Budget		Actual to Last Year		2023-2024	2023-2024	2022-2023	Actual to Budget		Actual to Last Year	
REVENUE SUMMARY	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	7,865	23,961	11,821	(16,096)	-67.18%	(3,956)	-33.47%	142,058	144,377	153,520	(2,319)	-1.61%	(11,461)	-7.47%
COUNTY REVENUE	242,678	256,071	296,486	(13,393)	-5.23%	(53,808)	-18.15%	22,924,577	20,531,097	20,906,420	2,393,480	11.66%	2,018,157	9.65%
CITY REVENUE	3,056,856	3,920,365	4,433,729	(863,509)	-22.03%	(1,376,873)	-31.05%	36,230,033	33,660,418	35,183,461	2,569,615	7.63%	1,046,572	2.97%
PARK & RECREATION	213,827	283,546	143,760	(69,719)	-24.59%	70,067	48.74%	1,291,427	1,041,854	996,330	249,573	23.95%	295,097	29.62%
TOTAL REVENUES	3,521,225	4,483,943	4,885,795	(962,718)		(1,364,570)		60,588,096	55,377,746	57,239,731	5,210,350		3,348,365	
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	1,376,270	1,259,038	1,313,927	(117,232)	-9.31%	(62,343)	-4.74%	18,518,705	17,223,692	17,188,958	(1,295,013)	-7.52%	(1,329,747)	-7.74%
CITY COUNCIL	4,323	6,124	4,356	1,801	29.41%	33	0.76%	64,808	72,534	67,220	7,726	10.65%	2,412	3.59%
MAYOR & ADMINISTRATION	166,158	162,750	139,502	(3,408)	-2.09%	(26,656)	-19.11%	1,554,208	1,613,556	1,438,974	59,348	3.68%	(115,234)	-8.01%
CITY CLERK	53,748	43,783	38,793	(9,965)	-22.76%	(14,955)	-38.55%	412,963	424,303	373,310	11,340	2.67%	(39,653)	-10.62%
MUNICIPAL COMPLEX	27,469	38,228	44,117	10,759	28.14%	16,648	37.74%	308,624	298,141	264,091	(10,483)	-3.52%	(44,533)	-16.86%
INFORMATION SERVICES	67,109	85,535	56,208	18,426	21.54%	(10,901)	-19.39%	570,204	623,394	487,132	53,190	8.53%	(83,072)	-17.05%
POLICE	1,164,934	1,218,216	1,029,105	53,282	4.37%	(135,829)	-13.20%	10,254,288	10,727,747	9,187,949	473,459	4.41%	(1,066,339)	-11.61%
FIRE	1,165,769	1,094,697	965,800	(71,072)	-6.49%	(199,968)	-20.70%	9,938,788	9,896,702	8,884,961	(42,086)	-0.43%	(1,053,827)	-11.86%
INSPECTION	68,528	69,166	53,473	638	0.92%	(15,054)	-28.15%	625,065	653,323	533,209	28,258	4.33%	(91,856)	-17.23%
PUBLIC SERVICES	454,297	468,567	406,924	14,270	3.05%	(47,374)	-11.64%	4,077,428	4,180,189	4,005,045	102,761	2.46%	(72,382)	-1.81%
PUBLIC LIBRARY	237,529	253,645	242,197	16,116	6.35%	4,669	1.93%	2,168,648	2,264,065	2,101,954	95,417	4.21%	(66,694)	-3.17%
PARKS & LEISURE SERVICES	492,582	466,940	453,765	(25,642)	-5.49%	(38,818)	-8.55%	3,561,020	3,161,547	3,113,374	(399,473)	-12.64%	(447,645)	-14.38%
TOTAL EXPENDITURES	5,278,715	5,166,689	4,748,168	(112,026)		(530,547)		52,054,749	51,139,193	47,646,179	(915,556)		(4,408,570)	
SURPLUS / (DEFICIT)	(1,757,490)	(682,746)	137,627	(1,074,744)		(1,895,117)		8,533,347	4,238,553	9,593,552	4,294,794		(1,060,205)	



**Vestavia Hills
City Council Minutes
July 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: 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 Manager; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Zachary Clifton, Asst. Finance Director; Lori Beth Kearley, Public Works Director; Marvin Green, Fire Chief; Keith Blanton, Building Official*, Umang Patel, Court Director*

**attending virtually via Zoom*

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: George Pierce.

Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head,

George Pierce.

No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Mr. Pierce welcomed Christina Babineaux, Vestavia Hills Chamber of Commerce, who was attending the meeting via Zoom representing the Chamber Board.
- Mr. Head stated that the Parks and Recreation Board had their meeting tonight at 5:30 PM at the Civic Center.
- The Mayor gave special recognition to Abbie Stockard, Miss Alabama 2024 and candidate for Miss America. Mr. Downes read the certificate of recognition aloud and the Mayor presented it to Miss Stockard and her mom.
 - Miss Stockard thanked the Mayor and stated she would be taking a year off from school to fulfill her duties as Miss Alabama. She just finished her first year of nursing school and her third year of college at Auburn, and this was her third year competing for Miss Alabama. In doing these competitions, she has been awarded over \$36,000 in scholarship money. Once this year is over and following nursing school, she is considering medical fields of anesthesiology or pediatric nurse anesthetist. Her platform will be to bring awareness to cystic fibrosis disease and raise funds in honor of her best friend, Maddie Hagler.

7. City Manager's Report

- Mr. Downes indicated that he will present the FY25 digitally with a budget message by August 12.

8. Councilor Reports

- Mrs. Cook has been traveling this summer. In July, she attended the Republican National Convention in Milwaukee and is currently joining remotely from Virginia where she is visiting family. She congratulated Miss Stockard who will be a great representative for Vestavia Hills.
- Mrs. Cook received a picture of a vandalized collection box at the Vestavia Hills Post Office, and has received complaints about the dilapidated state of this facility. She will be meeting with local officials to get more information and seek a resolution.
- Mr. Pierce stated that there have been discussions with Congressional officials in Washington. This particular postal facility is poorly run. He encouraged everyone to take their mail indoors even if the collection boxes are re-installed.
- Mr. Pierce attended the Chamber Board meeting last Thursday. In this meeting, they analyzed the I Love America Day celebration. The Chamber is now in the process of working on their budgets for the upcoming year and events coming up this fall.
- Mr. Weaver stated that the Planning and Zoning Commission had its regular meeting last Thursday with a consent agenda of map approvals.

9. Approval Of Minutes - July 8, 2024 Work Session and July 8, 2024 Regular Meeting

The Mayor announced that the minutes of the July 8, 2024 Work Session and July 8, 2024 Regular meeting are being presented for approval. He opened the floor for a motion.

MOTION: Approve the minutes of the July 8, 2024, Work Session and July 8, 2024, Regular Meeting minutes 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: Paul Head. Motion passed.

Old Business (Public Hearing)

10. Public Hearing - Ordinance Number 3230 - Rezoning - 3916 Waynely Drive; Rezone from Vestavia Hills R-4 to Vestavia Hills O-1; Jacpla, LLC

MOTION: Approve Ordinance Number 3230 as presented. Motion by: George Pierce. Seconded by: Paul Head.

Mr. Weaver stated that the Planning and Zoning Commission heard this at their regular meeting in June. The request is to construct an office building on the property. The Commission heard the request and unanimously recommended approval with the condition that the two lots be resurveyed into a single lot.

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, Paul Head, George Pierce.

No: None. Abstain: None. Motion passed.

New Business

11. Ordinance Number 3232 - An ordinance to declare that the present condition of a portion of Pizitz Drive is in such state of disrepair that it endangers the public health, safety and welfare of members of the general public; to declare that the situation is an emergency; to describe the nature of said emergency; to authorize and direct the repair of Pizitz Drive without advertising for competitive bids or bidding pursuant to the authority of Title 39-2-2(e), Code of Alabama, 1975, at a cost estimated at one hundred thirty-seven thousand dollars (\$137,000.00); to authorize and direct the City Manager and Mayor to execute and deliver a construction contract and any and all other documents necessary to have the repair work performed and completed

The Mayor explained that this request is to declare an emergency situation to repair two culvert pipes located under Pizitz Drive. Project funding has been approved with the budget, but the deterioration of the pipes has increased and warrants repair now rather than waiting through a bid period.

Mr. Downes explained that the budgeting of funds for repairs was approved last year, but conditions changed rapidly, which prompts the need for this emergency declaration.

MOTION: Approve Ordinance Number 3232 as presented. Motion by: Rusty Weaver. Seconded by: George Pierce.

Mrs. Kearley, Public Works Director, explained that the repair entails installing a special lining inside the pipes, and there should not be a need to close traffic on Pizitz Drive. The imminent opening of school is one reason this was closely monitored. She anticipates a start date as early as Monday, July 29.

Discussion ensued concerning the lining of the pipe, which is more cost-efficient than replacement.

Mrs. Cook asked if this project was discussed at strategic planning. Mrs. Kearley stated that it was one of the projects discussed. Mrs. Cook asked if this should have been a higher priority so that the project could go through the normal bid process.

Mr. Downes stated that, due to the unique size of these pipes, a specialty firm had to be retained and that they had been rapidly working to get the designs done. However, the deterioration occurred faster than expected because of unforeseen weather conditions.

The Mayor opened the floor for a public hearing on this request. 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, Paul Head, George Pierce.

No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

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 Resolution Number 5522. Motion by: Rusty Weaver. Seconded by: Paul Head.

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

No: None. Abstain: None.

12. Public Hearing - Resolution Number 5522 - A Resolution authorizing the City Manager to purchase two (2) rifle-rated ballistic shields for the Vestavia Hills Police Department and to reimburse said purchase through donated funds from the Sunrise Rotary Club and the Vestavia Hills Police Foundation

MOTION: Approve Resolution Number 5522 as presented.. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

Mr. Downes stated that Sunrise Rotary has donated \$15,000 towards the purchase to be added to another donation coming from the Vestavia Hills Police Foundation in the amount of \$8,150. The Police Department will replace two SWAT team rifle-rated ballistic shields.

Chief Ware stated that the Sunrise Rotary made a previous donation to purchase Level 3 helmets and this will be for the purchase of matching shields. This resolution is a cause for celebration due to generous donations that have exceeded his expectations. This is an amazing problem to have, and he celebrates the increase in safety this will provide the Vestavia Hills SWAT team.

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, Paul Head, George Pierce.

No: None. Abstain: None. Motion passed.

The Mayor stated he is glad that the SWAT team will have this equipment for safety.

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

13. Citizens Comments

- David Harwell, 1803 Catala Road, stated that, several months ago, there was property rezoned at the corner of Canyon Road and Canyon Creek Lane from Institutional to an office zoning for a landscaping firm. He stated that, since that rezoning, there was a "for sale" sign on the property, and it concerned him that it was going up following the rezoning of the property.
 - Mr. Weaver stated that the Commission also discussed this at their last meeting and that Mr. Garrison was looking into it. Ms. Leavings stated that the property was zoned to O-1 with some conditions, but the zoning wasn't tied to the landscaping company closing on the property. They failed to close the property, and it is up for sale under the O-1 zoning with the same conditions as required by the Council.

14. 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**

August 12, 2024

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc: Jason Hardin, Deputy Police Chief
Shane Ware, Police Chief
Robert Wilson, Forensic Services
Lori Beth Kearley, Public Services Director
Michael Swann, Building Maintenance

RE: Resolution Number 5523 - A Resolution declaring certain Police and Public Services Department personal property as surplus and authorizing the City Manager to sell/dispose of said property

Background:

Please request that the City Council deem the following vehicles as surplus at the next meeting and authorize the City Manager to sell/dispose of said vehicles.

2012				Jeep
Liberty	VIN 1C4PJMAK7CW183059	MILES 180,000	Regular Surplus	
Title				
2012				Jeep
Liberty	VIN 1C4PJMAK5CW183058	MILES 138,000	Regular Surplus	
Title				

2013						Chevrolet
Tahoe	VIN	1GNLC2E00DR344445	MILES	166,000	Regular Surplus Title	
2016						Chevrolet
Tahoe	VIN	1GNLCDEC3GR130320	MILES	133,000	Regular Surplus Title	
2016						Chevrolet
Tahoe	VIN	1GNLCDEC7GR129946	MILES	137,000	Regular Surplus Title	

Also, the following Public Works equipment:

- 2013 CAT 420F IT Backhoe / CAT0420FLJWJ01338 / 1326.4 hours
- 2008 Massey Ferguson 5465 Boom Tractor / P285023 / 2239.5 hours
- LazyLiner and Line Lazer IV 5900 MDL LL2ES / 32529

Recommendation:

n/a

Fiscal Impact:

n/a

Attachments:

1. Resolution 5523

RESOLUTION NUMBER 5523

A RESOLUTION DETERMINING THAT CERTAIN PERSONAL PROPERTY IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DIRECTING THE SALE/DISPOSAL OF SAID SURPLUS PROPERTY

WITNESSETH THESE RECITALS

WHEREAS, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached “Exhibit A”; and

WHEREAS, the City has determined that it would be in the best public interest to sell or dispose of said property.

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5523 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 12th day of August, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A

2012 Jeep Liberty	VIN	1C4PJMAK7CW183059	MILES	180,000	Regular Title
2012 Jeep Liberty	VIN	1C4PJMAK5CW183058	MILES	138,000	Regular Title
2013 Chevrolet Tahoe	VIN	1GNLC2E00DR344445	MILES	166,000	Regular Title
2016 Chevrolet Tahoe	VIN	1GNLCDEC3GR130320	MILES	133,000	Regular Title
2016 Chevrolet Tahoe	VIN	1GNLCDEC7GR129946	MILES	137,000	Regular Title

Exhibit A

Please declare the following Public Services property as surplus:

- 2013 CAT 420F IT Backhoe / CAT0420FLJWJ01338 / 1326.4 hours
- 2008 Massey Ferguson 5465 Boom Tractor / P285023 / 2239.5 hours
- LazyLiner and Line Lazer IV 5900 MDL LL2ES / 32529



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

August 12, 2024

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Resolution Number 5524 - A Resolution Assigning the Amendment 772 Incentive Agreement Associated with the Development of Baumhower's Sports Grill and Dunkin Located on Montgomery Highway to Other Entities

Background:

In July 2018, the City of Vestavia Hills entered into an economic incentive agreement with Jordy Henson of HES Investments, LLC. The agreement led to the construction and development of Baumhower's Sports Grill and Dunkin. Jordy Henson requested that the agreement be assigned to other entities as allowed by the original agreement. The purpose of this assignment is associated with Mr. Henson's deteriorating health and resulting estate planning.

Recommendation:

Upon review and documentation by the City's legal counsel, Heyward Hosch, I recommend approval of the assignment of the agreement. All financial incentive terms of the incentive agreement remain constant and have no financial impact to the City.

Fiscal Impact:**Attachments:**

1. Resolution 5524

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

**Adoption of Resolution for
Special Economic Development
Agreement
for**

**HSB Properties, LLC
Henson Capital Investments, LLC**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on August 12, 2024 .

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

Present: Ashley C. Curry, Mayor
Kimberly Cook
Paul J. Head
George Pierce
Rusty Weaver

Absent:

* * *

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

* * *

Thereupon, the following resolution was introduced in writing by the Mayor, and considered by the City Council:

RESOLUTION NO. 5524

A RESOLUTION AUTHORIZING
A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
HSB PROPERTIES, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA,
AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA, as follows:

Section 1. Definitions

For purposes hereof:

Amendment No. 772 means Section 94.01 of the Constitution of Alabama of 2022.

City means the City of Vestavia Hills, Alabama.

Council means the governing body of the City.

Development A Agreement means the Economic Development Agreement by the City and the Successor Development A Beneficiary as attached hereto as Appendix B.

Development B Agreement means the Economic Development Agreement by the City and the Successor Development B Beneficiary as attached hereto as Appendix C.

Legal Notice means the notice set forth on Appendix A.

Original Agreement means the Special Economic Development Agreement dated July 12, 2018 by the City and the Original Beneficiary.

Original Beneficiary means HES Investments, LLC, an Alabama limited liability company.

Revised Agreements means collectively the Development A Agreement and the Development B Agreement.

Successor Development A Beneficiary means HSB Properties, LLC, an Oklahoma limited liability company.

Successor Development B Beneficiary means Henson Capital Investments, LLC, an Alabama limited liability company.

Section 2. Finding and Determinations

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 City and Original Beneficiary have delivered the Original Agreement pursuant to Amendment No. 772 and the Findings of Fact, Conclusions of Law and Final Judgment dated and entered on June 22, 2018 by the Circuit Court of Jefferson County, Alabama in Civil Action No. 2018-902006.

(b) The Original Beneficiary has assigned the interests thereof under the Original Agreement:

(1) in and to the Annual Economic Development Payment with respect to Development A under the Original Agreement to the Successor Development A Beneficiary; and

(2) in and to the Annual Economic Development Payment with respect to Development B under the Original Agreement to the Successor Development B Beneficiary.

(c) The Original Beneficiary, the Successor Development A Beneficiary, and the Successor Development B Beneficiary have requested the City to amend and restate the Original Agreement as the Development A Agreement and the Development B Agreement, pursuant to the following request:

(d) The amendment and restatement of the Original Agreement as set forth in Section 1(c) is in the public interest and in furtherance of the economic development of the City.

(e) The expenditure of public funds for the purposes specified in the Original Agreement, as amended and restated as provided in Section 1(c), will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) On _____ 2024, the City caused the Legal Notice to be published in *The Alabama Messenger*, a newspaper published in the City, which publication is ratified and confirmed.

(g) The assessed valuation of the taxable property in the City for the preceding fiscal year (ending September 30, 2023 and on the basis of which taxes became due and payable on October 1, 2023) was not less than \$1,186,169,200.

(h) The total indebtedness of the City chargeable against the debt limitation for the City prescribed by Amendment No. 772(a)(4) (which indebtedness does include Revised Agreements), is not more than fifty percent of said assessed valuation.

Section 3. Authorization of Revised Agreements

The Council does hereby approve, adopt, authorize, direct, ratify and confirm the agreements, covenants, and undertakings of the City set forth in the Revised Agreements, and the terms and provisions of the Revised Agreements, in substantially the form and of substantially the content as attached hereto, with such changes thereto (by addition or deletion) as the Mayor shall approve, which approval shall not extend or increase the obligations of the City thereunder and shall be conclusively evidenced by execution and delivery of the Revised Agreements as hereinafter provided.

Section 4. General Authorization and Ratification

(a) The Council authorizes and directs the Mayor and the City Manager to execute and deliver the Revised Agreements for and on behalf of and in the name of the City, and the City Clerk to affix the official seal of the City to the Revised Agreements and to attest the same.

(b) The Council authorizes and directs the Mayor, the City Manager, and the officers of the City to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and proceedings, with respect to the Revised Agreements as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution and duly and punctually observe and perform all agreements and obligations of the City under the Revised Agreements.

(c) The Council ratifies and confirms as the act of the City all prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor, the City Manager, and any officer or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby approved, or in connection with the preparation of the Revised Agreements and the terms and provisions thereof.

Section 5. Effect of Resolution

This resolution shall take effect immediately and all ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

This Resolution is duly passed and adopted this 12th day of August, 2024.

Mayor

SEAL

City Clerk

APPENDIX A
LEGAL NOTICE

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

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 6:00 p.m. on August 12, 2024 at City Hall in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Section 94.1 of the Constitution of Alabama of 2022, of a resolution (the "Resolution") approving the amendment and restatement of the Special Economic Development Agreement dated July 12, 2018 by the City and HES Investments, LLC , an Alabama limited liability company (the "Original Beneficiary") as two separate and identical agreements, one by the City and HSB Properties, LLC, to provide the remaining economic incentive payments to be made by the City with respect to Development A under the 2018 Economic Development Agreement shall be made to HSB Properties, LLC, and one by the City and Henson Capital Investments, LLC, to provide the remaining economic incentive payments to be made by the City with respect to Development B under the 2018 Economic Development Agreement shall be made to Henson Capital Investments, LLC. The 2018 Economic Development Agreement provides, and the amendments and restatements thereof will provide, the obligation of the City to make all economic incentive payments thereunder is limited to a percentage of net sales tax proceeds received by the City from the commercial development Development A s established within the City by the Original Beneficiary annually for a period ending in 2028. The City seeks to achieve, by undertaking its obligations pursuant to the amended and restated 2018 Economic Development Agreement and the Resolution to promote the local economic and industrial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City. 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 HSB Properties, LLC, an Oklahoma limited liability company, and Henson Capital Investments, LLC, an Alabama limited liability company. All interested persons may examine and review the Resolution, which shall have attached thereto the complete and correct forms of the 2018 Economic Development Agreement as amended and restated into two agreements and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein. Further information concerning the information in this notice can be obtained from the City Manager at the offices thereof during normal business hours.

APPENDIX B
DEVELOPMENT A AGREEMENT

SPECIAL ECONOMIC DEVELOPMENT A AGREEMENT

Dated _____, 2024

by

CITY OF VESTAVIA HILLS, ALABAMA

and

HSB Properties,LLC

This Special Economic Development A Agreement was prepared by Heyward C. Hosch and Ann Watford Todd of Maynard Nexsen P.C., 1901 Sixth Avenue North, Ste 1700 Birmingham, Alabama 35203.

SPECIAL ECONOMIC DEVELOPMENT A AGREEMENT

_____, 2024

This Special Economic Development A Agreement is made on the above date by:

City: City of Vestavia Hills, Alabama

Beneficiary : HSB Properties, LLC , its successors and assigns

Recitals

The Beneficiary expects and intends to expand and increase the tax and revenue base of the City by development of commercial enterprises within the corporate limits of the City.

The City has agreed to provide the Beneficiary the within referenced Annual Economic Development Payments.

Pursuant to the applicable laws of the State of Alabama, and for the purposes referenced herein, the City and the Beneficiary have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Beneficiary hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

Annual Economic Development Payment shall mean, for each Annual Payment Date, an amount equal to the sum of fifty percent (50%) of the City Net Sales Tax Proceeds actually received by the City from Development A during each Development A Year for which such Annual Economic Development Payment is determined during the period beginning on the Development A Occupancy Date and ending on and including the tenth anniversary thereof.

Annual Payment Date shall mean such date which is 45 days after receipt by the City of the certificate therefor from the Beneficiary pursuant to Section 4.02(1).

City Net Sales Tax Proceeds for any year shall (a) mean and include all proceeds and receipts of the City Sales Tax less and except the Reserve Allocation thereof (as defined in Section 4.03(b)(l) of Ordinance No. 2747 of the City), and (b) not include any proceeds or receipts received by the City (i) from the levy by the City of privilege license or excise taxes not described in the definition of City Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the City.

City Sales Tax shall mean collectively the privilege license and excise taxes levied by the City pursuant to Article 4 of Ordinance No. 2747 of the City.

Development A shall mean and include those commercial and related facilities established within the City from which the City receives City Net Sales Tax Proceeds, as described on Exhibit B

Development A Occupancy Date shall mean _____, 20____.

Development A Year shall mean the applicable period of twelve (12) successive months following the Development A Occupancy Date (or anniversary thereof, as applicable) during the term of this Agreement.

Effective Date means _____, 2024.

Person shall mean and include any individual, corporation, partnership, joint venture, limited liability company or partnership, association, trust, unincorporated organization, and any government or any agency or political subdivision thereof.

Termination Date shall mean that date on which the City shall have no obligation to make any Annual Economic Development Payment under this Agreement in accordance with Section 4.01(4)(b)

Total City Commitment shall mean an amount equal to \$_____.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The City

The City hereby represents the City has corporate power and authority to enter into this Agreement, pursuant to Section 94.01 of the Constitution of Alabama of 2022 and to carry out its obligations hereunder and by proper corporate action the City has duly authorized the execution, delivery and performance of this Agreement.

SECTION 2.02 The Beneficiary

The Beneficiary hereby represents and warrants the Beneficiary is duly organized and validly existing as a limited liability company under the laws of the State of Oklahoma and has duly authorized the execution, delivery and performance of this Agreement.

ARTICLE 3
DURATION OF AGREEMENT

The obligations of the City and the Beneficiary hereunder shall arise on the Effective Date and shall continue until the Termination Date, except with respect to any specific agreement or covenant which by its terms expressly survives termination of this Agreement.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE CITY

SECTION 4.01 Nature, Amount and Duration of Obligation of City

The City and the Beneficiary agree:

(a) The City has agreed to pay to the Beneficiary in annual installments in arrears the Annual Economic Development Payments determined by the City to be due and payable in accordance with the terms hereof in an aggregate amount which shall not exceed the Total City Commitment.

(b) The obligation of the City for the payment of the Annual Economic Development Payments shall never constitute a general obligation, or a charge against the general credit or taxing powers, of the City within the meaning of any constitutional provision or statutory limitation whatsoever and is subject to (i) all pledges of the City Net Sales Tax Proceeds for the benefit of long term indebtedness of the City and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all City Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the City.

(c) Anything in this Agreement to the contrary notwithstanding, the City shall have no obligation to pay any amount of Annual Economic Development Payments under this Agreement after the first to occur of:

(i) the expiration of ten (10) Annual Payment Dates or

(ii) that date on which the City shall have paid as Annual Economic Development Payments an aggregate amount not less than the Total City Commitment or

ii) termination of this Agreement by the City under Section 6.02(2).

SECTION 4.02 Determination and Payment of Annual Economic Development Payments.

The City and the Beneficiary agree:

- (a) In order to receive an Annual Economic Development Payment during the period prior to the Termination Date, the Beneficiary shall execute and deliver to the City, a certificate in form and of content as attached as Exhibit A hereto no later than 45 days, but in no event later than 6 months, after each anniversary of the Development A Occupancy Date during the term of this Agreement.
- (b) The City shall, on each Annual Payment Date, determine as provided herein, and pay to the Beneficiary, the amount (if any) of the Annual Economic Development Payment due hereunder for the period referenced in such certificate.
- (c) The City will permit any attorneys, accountants or other agents or representatives designated by the Beneficiary to visit and inspect any of the accounting systems, books of account, and financial records and properties of the City which pertain to the City Net Sales Tax Proceeds and the determination of Annual Economic Development Payments, all at reasonable business times and upon reasonable notice.

SECTION 4.03 Agreements of the City

The City agrees:

- (a) All proceedings of the governing body of the City heretofore had and taken, and all ordinances and resolutions adopted pursuant thereto with respect to the levy and collection of the City Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.
- (b) The City shall determine and measure the amount of the City Net Sales Tax Proceeds actually received from Development A in each Development A Year on the basis of the levy of the City Sales tax at rates in effect on the Effective Date.

ARTICLE 5

OBLIGATIONS OF THE BENEFICIARY

The Beneficiary agrees

(a) The Beneficiary will duly and punctually observe and perform all agreements thereof under this Agreement.

(b) The Beneficiary will defend, protect, indemnify, and hold harmless the City, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the negligent misconduct of the City, its agents, employees, and members of its governing body: (i) any construction activity performed by Beneficiary, or anyone claiming by through, or under Beneficiary; and (ii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of Development A, including, without limitation, tenants, customers and invitees of Development A and/or Beneficiary.

(c) The agreements and covenants in this Article 5 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.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default

The City and the Beneficiary agree that any one or more of the following shall constitute an event of default by the City or the Beneficiary hereunder (an "Event of Default") under this Agreement:

(1) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, including without limitation default in the payment of any Annual Economic Development Payments under Section 4.02 hereof, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Beneficiary a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of the Beneficiary in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Beneficiary by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Beneficiary shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

SECTION 6.02 Remedies

(a) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity; provided, however, anything in this Agreement to the contrary notwithstanding, the City may terminate this Agreement upon the occurrence of an Event of Default under Section 6.01(2), whereupon the City shall have no further obligation hereunder.

(c) All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

- (a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Binding Effect:** This Agreement shall be enforceable by and binding upon the respective successors and assigns of the undersigned.
- (c) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (d) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (e) **Assignment:** . Beneficiary 's rights under this Agreement may be assigned without the City's consent to any lender providing financing for the Development A (a "Development A Lender"). In the event of any such collateral assignment, and reasonable notice thereof to the City, a copy of any and all notices thereafter given to Beneficiary under this Agreement will be simultaneously provided to the Development A Lender at the address provided in such notice to the City. Furthermore, Beneficiary may assign or transfer its interest in this Agreement, without the written consent of the City, but with written notice of such assignment or transfer to the City, to either (1) an affiliated entity of Beneficiary or an entity owned, managed or controlled by Beneficiary or (2) a third-party purchaser of the Development A from Beneficiary. No such assignment or transfer shall be valid or binding on City unless the person or entity to whom such assignment or transfer is made agrees in writing to assume any and all obligations of Beneficiary and to be bound fully by this Agreement as Beneficiary was prior to such assignment. Furthermore, Beneficiary may sell the Development A to a third party at any time during the term of this Agreement, and no such sale shall relieve the City of its obligations to make the payments required hereunder to Beneficiary or its assigns, regardless of the fact that the Development A may be owned by another entity, unless Beneficiary, at its sole option, assigns its rights under this Agreement to such third party purchaser and advises the City of such assignment as set forth in the preceding sentence.
- (f) **Enforceability** If any provision herein shall be unenforceable, the parties agree the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (g) **Notices** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (h) **No Jury Trial:** Each party hereto hereby (1) 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 (2) 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.

(i) **No Joint Venture:**

This Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto.

(j) **No Other Beneficiaries:**

This Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.

(k) **Final and Full Contract:**

This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Beneficiary has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA

By

Mayor

SEAL

By

City Manager

ATTEST:

City Clerk

Address of City:

City Hall
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

HSB Properties, LLC

By:

Its: _____

Address of Beneficiary :

EXHIBIT A

**Request for Payment of Annual Economic Development
Payments**

From: HSB Properties, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20____

Re: **Special Economic Development A Agreement dated _____, 2024 by City of Vestavia Hills, Alabama (the "City") and HSB Properties, LLC (the "Beneficiary").**

The undersigned, as Beneficiary under the above Agreement, hereby requests payment to the Beneficiary by the City of the Annual Economic Development Payment, to be determined by the City as provided in the Agreement, for the following period:

_____, 20__ to _____, 20__

and in connection therewith does hereby represent, warrant and certify to the City as follows:

- (1) The Beneficiary is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.
- (2) The Agreement is in full force and effect.
- (3) The Beneficiary is in full compliance with all applicable ordinances and regulations of the City.

Capitalized terms used herein shall have the respective meanings assigned in the above Agreement.

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

HSB Properties, LLC
as Beneficiary

By: _____

Its: _____

EXHIBIT B

Development A

APPENDIX C
DEVELOPMENT B AGREEMENT

SPECIAL ECONOMIC DEVELOPMENT B AGREEMENT

Dated _____, 2024

by

CITY OF VESTAVIA HILLS, ALABAMA

and

Henson Capital Investments ,LLC

This Special Economic Development B Agreement was prepared by Heyward C. Hosch and Ann Watford Todd of Maynard Nexsen P.C., 1901 Sixth Avenue North, Ste 1700 Birmingham, Alabama 35203.

SPECIAL ECONOMIC DEVELOPMENT B AGREEMENT

_____, 2024

This Special Economic Development A Agreement is made on the above date by:

City: City of Vestavia Hills, Alabama

Beneficiary : Henson Capital Investments, LLC , its successors and assigns

Recitals

The Beneficiary expects and intends to expand and increase the tax and revenue base of the City by development of commercial enterprises within the corporate limits of the City.

The City has agreed to provide the Beneficiary the within referenced Annual Economic Development Payments.

Pursuant to the applicable laws of the State of Alabama, and for the purposes referenced herein, the City and the Beneficiary have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Beneficiary hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

Annual Economic Development Payment shall mean, for each Annual Payment Date, an amount equal to the sum of fifty percent (50%) of the City Net Sales Tax Proceeds actually received by the City from Development B during each Development B Year for which such Annual Economic Development Payment is determined during the period beginning on the Development B Occupancy Date and ending on and including the tenth anniversary thereof.

Annual Payment Date shall mean such date which is 45 days after receipt by the City of the certificate therefor from the Beneficiary pursuant to Section 4.02(1).

City Net Sales Tax Proceeds for any year shall (a) mean and include all proceeds and receipts of the City Sales Tax less and except the Reserve Allocation thereof (as defined in Section 4.03(b)(l) of Ordinance No. 2747 of the City), and (b) not include any proceeds or receipts received by the City (i) from the levy by the City of privilege license or excise taxes not described in the definition of City Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the City.

City Sales Tax shall mean collectively the privilege license and excise taxes levied by the City pursuant to Article 4 of Ordinance No. 2747 of the City.

Development B shall mean and include those commercial and related facilities established within the City from which the City receives City Net Sales Tax Proceeds, as described on Exhibit B

Development B Occupancy Date shall mean _____, 20____.

Development B Year shall mean the applicable period of twelve (12) successive months following the Development B Occupancy Date (or anniversary thereof, as applicable) during the term of this Agreement.

Effective Date means _____, 2024.

Person shall mean and include any individual, corporation, partnership, joint venture, limited liability company or partnership, association, trust, unincorporated organization, and any government or any agency or political subdivision thereof.

Termination Date shall mean that date on which the City shall have no obligation to make any Annual Economic Development Payment under this Agreement in accordance with Section 4.01(4)(b)

Total City Commitment shall mean an amount equal to \$_____.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The City

The City hereby represents the City has corporate power and authority to enter into this Agreement, pursuant to Section 94.01 of the Constitution of Alabama of 2022 and to carry out its obligations hereunder and by proper corporate action the City has duly authorized the execution, delivery and performance of this Agreement.

SECTION 2.02 The Beneficiary

The Beneficiary hereby represents and warrants the Beneficiary is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized the execution, delivery and performance of this Agreement.

ARTICLE 3
DURATION OF AGREEMENT

The obligations of the City and the Beneficiary hereunder shall arise on the Effective Date and shall continue until the Termination Date, except with respect to any specific agreement or covenant which by its terms expressly survives termination of this Agreement.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE CITY

SECTION 4.01 Nature, Amount and Duration of Obligation of City

The City and the Beneficiary agree:

(a) The City has agreed to pay to the Beneficiary in annual installments in arrears the Annual Economic Development Payments determined by the City to be due and payable in accordance with the terms hereof in an aggregate amount which shall not exceed the Total City Commitment.

(b) The obligation of the City for the payment of the Annual Economic Development Payments shall never constitute a general obligation, or a charge against the general credit or taxing powers, of the City within the meaning of any constitutional provision or statutory limitation whatsoever and is subject to (i) all pledges of the City Net Sales Tax Proceeds for the benefit of long term indebtedness of the City and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all City Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the City.

(c) Anything in this Agreement to the contrary notwithstanding, the City shall have no obligation to pay any amount of Annual Economic Development Payments under this Agreement after the first to occur of:

(i) the expiration of ten (10) Annual Payment Dates or

(ii) that date on which the City shall have paid as Annual Economic Development Payments an aggregate amount not less than the Total City Commitment or

ii) termination of this Agreement by the City under Section 6.02(2).

SECTION 4.02 Determination and Payment of Annual Economic Development Payments.

The City and the Beneficiary agree:

- (a) In order to receive an Annual Economic Development Payment during the period prior to the Termination Date, the Beneficiary shall execute and deliver to the City, a certificate in form and of content as attached as Exhibit A hereto no later than 45 days, but in no event later than 6 months, after each anniversary of the Development A Occupancy Date during the term of this Agreement.
- (b) The City shall, on each Annual Payment Date, determine as provided herein, and pay to the Beneficiary, the amount (if any) of the Annual Economic Development Payment due hereunder for the period referenced in such certificate.
- (c) The City will permit any attorneys, accountants or other agents or representatives designated by the Beneficiary to visit and inspect any of the accounting systems, books of account, and financial records and properties of the City which pertain to the City Net Sales Tax Proceeds and the determination of Annual Economic Development Payments, all at reasonable business times and upon reasonable notice.

SECTION 4.03 Agreements of the City

The City agrees:

- (a) All proceedings of the governing body of the City heretofore had and taken, and all ordinances and resolutions adopted pursuant thereto with respect to the levy and collection of the City Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.
- (b) The City shall determine and measure the amount of the City Net Sales Tax Proceeds actually received from Development B in each Development B Year on the basis of the levy of the City Sales tax at rates in effect on the Effective Date.

ARTICLE 5

OBLIGATIONS OF THE BENEFICIARY

The Beneficiary agrees

(a) The Beneficiary will duly and punctually observe and perform all agreements thereof under this Agreement.

(b) The Beneficiary will defend, protect, indemnify, and hold harmless the City, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the negligent misconduct of the City, its agents, employees, and members of its governing body: (i) any construction activity performed by Beneficiary, or anyone claiming by through, or under Beneficiary; and (ii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of Development A, including, without limitation, tenants, customers and invitees of Development A and/or Beneficiary.

(c) The agreements and covenants in this Article 5 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.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default

The City and the Beneficiary agree that any one or more of the following shall constitute an event of default by the City or the Beneficiary hereunder (an "Event of Default") under this Agreement:

(1) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, including without limitation default in the payment of any Annual Economic Development Payments under Section 4.02 hereof, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Beneficiary a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of the Beneficiary in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Beneficiary by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Beneficiary shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

SECTION 6.02 Remedies

(a) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity; provided, however, anything in this Agreement to the contrary notwithstanding, the City may terminate this Agreement upon the occurrence of an Event of Default under Section 6.01(2), whereupon the City shall have no further obligation hereunder.

(c) All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

- (l) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (m) **Binding Effect:** This Agreement shall be enforceable by and binding upon the respective successors and assigns of the undersigned.
- (n) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (o) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (p) **Assignment:** Beneficiary 's rights under this Agreement may be assigned without the City's consent to any lender providing financing for the Development B (a "Development B Lender"). In the event of any such collateral assignment, and reasonable notice thereof to the City, a copy of any and all notices thereafter given to Beneficiary under this Agreement will be simultaneously provided to the Development B Lender at the address provided in such notice to the City. Furthermore, Beneficiary may assign or transfer its interest in this Agreement, without the written consent of the City, but with written notice of such assignment or transfer to the City, to either (1) an affiliated entity of Beneficiary or an entity owned, managed or controlled by Beneficiary or (2) a third-party purchaser of the Development B from Beneficiary. No such assignment or transfer shall be valid or binding on City unless the person or entity to whom such assignment or transfer is made agrees in writing to assume any and all obligations of Beneficiary and to be bound fully by this Agreement as Beneficiary was prior to such assignment. Furthermore, Beneficiary may sell the Development B to a third party at any time during the term of this Agreement, and no such sale shall relieve the City of its obligations to make the payments required hereunder to Beneficiary or its assigns, regardless of the fact that the Development A may be owned by another entity, unless Beneficiary, at its sole option, assigns its rights under this Agreement to such third party purchaser and advises the City of such assignment as set forth in the preceding sentence.
- (q) **Enforceability** If any provision herein shall be unenforceable, the parties agree the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (r) **Notices** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (s) **No Jury Trial:** Each party hereto hereby (1) 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 (2) 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.

(t) **No Joint Venture:**

This Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto.

(u) **No Other Beneficiaries:**

This Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.

(v) **Final and Full Contract:**

This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Beneficiary has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA

By _____

Mayor

By _____

City Manager

SEAL

ATTEST: _____

City Clerk

Address of City: City

Hall

1032 Montgomery Highway

Vestavia Hills, Alabama 35216

Henson Capital Investments, LLC

By: _____

Its: _____

Address of Beneficiary :

EXHIBIT A

**Request for Payment of Annual Economic Development
Payments**

From: Henson Capital Investments, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20____

Re: **Special Economic Development B Agreement dated _____, 2024 by City of Vestavia Hills, Alabama (the "City") and Henson Capital Investments LLC (the "Beneficiary").**

The undersigned, as Beneficiary under the above Agreement, hereby requests payment to the Beneficiary by the City of the Annual Economic Development Payment, to be determined by the City as provided in the Agreement, for the following period:

_____, 20__ to _____, 20__

and in connection therewith does hereby represent, warrant and certify to the City as follows:

- (1) The Beneficiary is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.
- (2) The Agreement is in full force and effect.
- (3) The Beneficiary is in full compliance with all applicable ordinances and regulations of the City.

Capitalized terms used herein shall have the respective meanings assigned in the above Agreement.

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

Henson Capital Investments LLC
as Beneficiary

By: _____

Its: _____

EXHIBIT B

Development B

After said resolution had been discussed and considered in full by the Council, it was moved by Councilmember _____that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember_____. 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 C. Curry, Mayor
Kimberly Cook
Paul J. Head
George Pierce
Rusty Weaver

Nays:

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 City Council of Vestavia Hills 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

STATE OF ALABAMA
JEFFERSON COUNTY

CERTIFICATE OF CITY CLERK

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 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 above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a special meeting of the City Council of the City duly held on August 12, 2024, 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; (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 and have affixed the official seal of the City, this _____ day of _____, 2024.

Clerk of the City of Vestavia Hills, Alabama

SEAL



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

August 12, 2024

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing – Ordinance Number 3233 – An Ordinance approving and adopting the final 10% of the fiscal year 2024 budgets for the City of Vestavia Hills *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

The City Council of the City of Vestavia Hills, Alabama, at its regular meeting of August 28, 2023, adopted and approved Ordinance Number 3188 to adopt 90% of the General Fund budget, 90% of the Special Revenue Fund budget, 90% of the Capital Projects Fund budget, 90% of the Infrastructure and Community Spaces Fund budget, and 90% of the Debt Service Fund budget for the fiscal year 2023-2024. The City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of the aforesaid budget for the fiscal year 2023-2024.

Recommendation:

Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. Final 10% Ordinance
2. FY2024 Budget Ordinance

ORDINANCE NUMBER 3233

AN ORDINANCE FOR APPROVAL OF THE FINAL 10% OF THE BUDGET FOR THE CITY OF VESTAVIA HILLS, ALABAMA FOR THE FISCAL YEAR 2023-2024

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, at its regular meeting of August 28, 2023, adopted and approved Ordinance Number 3188 to adopt 90% of a General Fund budget, 90% of a Special Revenue Fund budget, 90% of a Capital Projects Fund budget, 90% of a Infrastructure and Community Spaces Fund budget, and 90% of a Debt Service Fund budget for the fiscal year 2023-2024; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of aforesaid budgets for the fiscal year 2023-2024.

Total Budget Recap

	General	Special Revenue	Capital Projects	Infrastructure & Community Spaces	Debt Service
Total Budget Approved	\$66,418,485	\$5,037,394	\$19,478,051	\$5,595,880	\$7,427,018
Less 90% approved in Ord. 3188	\$59,776,637	\$4,533,655	\$17,530,246	\$5,036,292	\$6,684,316
Final 10% to be approved	\$ 6,641,848	\$ 503,739	\$ 1,947,805	\$ 559,588	\$ 742,702

BE IT ORDAINED, by the City Council of the City of Vestavia Hills, Alabama, that the final portion of the annual budget amounting to \$6,641,848 (general funds), \$503,739 (special funds), \$1,947,805 (capital projects funds), \$559,588 (Infrastructure and Community Spaces Fund) and \$742,702 (debt service funds) for the fiscal year 2023-2024 is hereby adopted.

This Ordinance Number shall become effective upon adoption and approval and publishing/posting pursuant to Alabama law.

APPROVED and ADOPTED this the 26th day of August, 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 # 3233 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, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of August, 2024.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3188

AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AN INFRASTRUCTURE AND COMMUNITY SPACES PROJECT FUND, AND A DEBT SERVICE FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2023 UNTIL SEPTEMBER 30, 2024.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$66,418,485 including transfers out, to be effective for the period beginning October 1, 2023, through September 30, 2024; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$5,037,394 including transfers from the General Fund, to be effective for the period beginning October 1, 2023, through September 30, 2024; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$19,478,051 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, the City Manager has prepared an “infrastructure and community spaces fund budget” for said period reflecting expenditures in the amount of \$5,595,880 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, the City Manager has prepared a “debt service fund budget” for said period reflecting expenditures in the amount of \$7,427,018 to be effective for the period beginning October 1, 2023, through September 30, 2024.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or

refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$59,776,637, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$4,533,655, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$17,530,246, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$5,036,292, of the “infrastructure and community spaces project fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$6,684,316, of the “debt service fund budget” for the City of Vestavia Hills for fiscal year 2023-2024 upon the terms, conditions and provisions set forth below; and

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$59,776,637, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$66,418,485 multiplied by 90% equals
\$59,776,637; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$4,533,655 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$5,037,394 multiplied by 90% equals
\$4,533,655; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$17,530,246 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$19,478,051 multiplied by 90% equals
\$17,530,246; and

4. The “infrastructure and community spaces fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$5,036,292 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$5,595,880 multiplied by 90% equals
\$5,036,292; and

5. The “debt service fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$6,684,316 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$7,427,018 multiplied by 90% equals
\$6,684,316; and

6. The City Manager is hereby authorized to expend the sum of \$59,776,637 from the General Fund, \$4,533,655 from the Special Revenue Fund, \$17,530,655 from the Capital Projects Fund, \$5,036,292 from the Infrastructure and Community Spaces Fund, and \$6,684,316 from the Debt Service Fund for municipal expenses for the period beginning October 1, 2023, and ending September 30, 2024.

7. Copies of the budget outlines are attached hereto, marked as Exhibit “A” and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER ORDAINED, that each departmental total appropriation hereby approved by the City Council shall be utilized in all budget management activities.

Departmental expenditures shall not be in excess of said departmental total appropriations without further approval of the City Council. However, line-item transfers within each department appropriation is expressly allowable upon budget adoption by the City Council with authorized approval by the City Manager upon presentation by the Department Head; and

This Ordinance shall become effective immediately upon its approval and adoption and posting/publication as required by Alabama law.

APPROVED and ADOPTED this the 14th day of August, 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 # 3188 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, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



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

August 12, 2024

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing - Ordinance Number 3234 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2024 Until September 30, 2025 *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

WHEREAS, the City Manager has prepared and presented a "general fund budget" which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$73,280,541 including transfers out, to be effective for the period beginning October 1, 2024, through September 30, 2025; and

WHEREAS, the City Manager has prepared a "special fund budget" for said period reflecting anticipated expenditures in the amount of \$4,834,868 including transfers from the General Fund, to be effective for the

period beginning October 1, 2024, through September 30, 2025; and

WHEREAS, the City Manager has prepared a "capital projects fund budget" for said period reflecting expenditures in the amount of \$23,653,474 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, the City Manager has prepared an "infrastructure and community spaces fund budget" for said period reflecting expenditures in the amount of \$7,086,000 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, the City Manager has prepared a "debt service fund budget" for said period reflecting expenditures in the amount of \$7,433,510 to be effective for the period beginning October 1, 2024, through September 30, 2025.

Recommendation:

Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. 90% Budget Ordinance
2. FY2025 Budget Ordinance Exhibit 1

ORDINANCE NUMBER 3234

AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AN INFRASTRUCTURE AND COMMUNITY SPACES PROJECT FUND, AND A DEBT SERVICE FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2024 UNTIL SEPTEMBER 30, 2025.

WHEREAS, the City Manager has prepared and presented a “general fund budget” which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of \$73,280,541 including transfers out, to be effective for the period beginning October 1, 2024, through September 30, 2025; and

WHEREAS, the City Manager has prepared a “special fund budget” for said period reflecting anticipated expenditures in the amount of \$4,834,868 including transfers from the General Fund, to be effective for the period beginning October 1, 2024, through September 30, 2025; and

WHEREAS, the City Manager has prepared a “capital projects fund budget” for said period reflecting expenditures in the amount of \$23,653,474 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, the City Manager has prepared an “infrastructure and community spaces fund budget” for said period reflecting expenditures in the amount of \$7,086,000 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, the City Manager has prepared a “debt service fund budget” for said period reflecting expenditures in the amount of \$7,433,510 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or

refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$65,952,487, of the municipal “general fund budget” for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$4,351,381, of the municipal “special revenue fund budget” for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$21,288,127, of the “capital project fund budget” for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$6,377,400, of the “infrastructure and community spaces project fund budget” for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or \$6,690,159, of the “debt service fund budget” for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

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

1. The municipal “general fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$65,952,487, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$73,280,541 multiplied by 90% equals
\$65,952,487; and

2. The municipal “special revenue fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$4,351,381 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$4,834,868 multiplied by 90% equals
\$4,351,381; and

3. The “capital projects fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$21,288,127 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$23,653,474 multiplied by 90% equals
\$21,288,127; and

4. The “infrastructure and community spaces fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$6,377,400 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$7,086,000 multiplied by 90% equals
\$6,377,400; and

5. The “debt service fund budget” for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of \$6,690,159 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

\$7,433,510 multiplied by 90% equals
\$6,690,159; and

6. The City Manager is hereby authorized to expend the sum of \$65,952,487 from the General Fund, \$4,351,381 from the Special Revenue Fund, \$21,288,127 from the Capital Projects Fund, \$6,377,400 from the Infrastructure and Community Spaces Fund, and \$6,690,159 from the Debt Service Fund for municipal expenses for the period beginning October 1, 2024, and ending September 30, 2025.

7. Copies of the budget outlines are attached hereto, marked as Exhibit “A” and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER ORDAINED, that each departmental total appropriation hereby approved by the City Council shall be utilized in all budget management activities. Departmental expenditures shall not be in excess of said departmental total appropriations

without further approval of the City Council. However, line-item transfers within each department appropriation is expressly allowable upon budget adoption by the City Council with authorized approval by the City Manager upon presentation by the Department Head; and

This Ordinance shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 26th day of August, 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 # 3234 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, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of August, 2024.

Rebecca Leavings
City Clerk

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2025**

REVENUES	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
Sales & Use Tax	\$ 29,340,511	\$ -	\$ -	\$ -	\$ -	\$ 29,340,511
Ad Valorem	23,609,675	-	-	-	-	23,609,675
Other Taxes	50,000	983,500	370,000	-	-	1,403,500
State Shared Revenue	-	949,000	-	-	-	949,000
Utility Franchise Fees	3,028,546	-	-	-	-	3,028,546
Licenses & Permits	7,011,728	50,000	-	-	-	7,061,728
Charges for Services	1,746,000	55,000	-	-	-	1,801,000
Fines & Forfeitures	400,000	675,000	-	-	-	1,075,000
Fees	50,065	970,032	-	-	-	1,020,097
Grants	1,478,418	56,385	9,750,363	-	-	11,285,166
Sale of Assets	15,000	-	324,200	-	-	339,200
Investment Earnings	1,425,829	35,500	204,000	62,000	50,839	1,778,168
Other Revenues	1,014,769	78,000	80,000	-	120,000	1,292,769
TOTAL REVENUES	\$ 69,170,541	\$ 3,852,417	\$ 10,728,563	\$ 62,000	\$ 170,839	\$ 83,984,360

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2025**

EXPENDITURES	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
City Wide	\$ 6,414,732	\$ -	\$ -	\$ 1,480,000	\$ 7,433,510	\$ 15,328,242
City Council	90,293	-	-	-	-	90,293
Administration & Finance	2,642,501	-	44,033	-	-	2,686,534
Court & Corrections	-	985,748	68,844	-	-	1,054,592
City Clerk	625,401	-	16,831	-	-	642,232
Municipal Complex	457,870	-	1,202,501	-	-	1,660,371
Information Technology	943,337	-	491,856	-	-	1,435,193
Police	15,283,652	-	3,239,428	-	-	18,523,080
Fire	13,927,028	1,006,382	4,452,572	-	-	19,385,982
Building Safety	923,200	-	82,228	-	-	1,005,428
Public Services	5,602,938	2,627,053	13,115,320	2,394,822	-	23,740,133
Library	3,855,054	215,685	344,432	-	-	4,415,171
Parks & Leisure Services	6,419,212	-	595,429	-	-	7,014,641
SUB-TOTAL EXPENDITURES	57,185,218	4,834,868	23,653,474	3,874,822	7,433,510	96,981,892
TRANSFERS OUT						
To Special Revenue	282,248	-	-	46,753	-	329,001
To Capital Projects	4,200,000	-	-	-	-	4,200,000
To Community Spaces	7,024,000	-	-	-	-	7,024,000
To Debt Service	4,369,075	-	-	3,164,425	-	7,533,500
To Non-budgeted Funds	220,000	-	-	-	-	220,000
To General Fund	-	-	-	-	-	-
TOTAL TRANSFERS OUT	16,095,323	-	-	3,211,178	-	19,306,501
TOTAL EXPENDITURES	\$ 73,280,541	\$ 4,834,868	\$ 23,653,474	\$ 7,086,000	\$ 7,433,510	\$ 116,288,393

**CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2025**

	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
OTHER REVENUE SOURCES						
TRANSFERS IN						
From Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	-
From General Fund	-	282,248	4,200,000	7,024,000	4,369,075	15,875,323
From Community Spaces	-	46,753	-	-	3,164,425	3,211,178
Debt Proceeds	110,000	-	4,137,911	-	-	4,247,911
TOTAL OTHER REVENUE SOURCES	110,000	329,001	8,337,911	7,024,000	7,533,500	23,334,412
 REVENUE OVER / (UNDER) EXPENDITURES	 (4,000,000)	 (653,450)	 (4,587,000)	 -	 270,829	 (8,969,621)
USE OF RESERVES / FUND BALANCE	4,000,000	653,450	4,587,000	-	-	9,240,450
 REPORT BALANCE	 \$ -	 \$ -	 \$ -	 \$ -	 270,829	 \$ 270,829



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

August 12, 2024

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing - Resolution Number 5525 - A Resolution
Authorizing An Increase In Salary And Wages And Adoption Of New
Pay Plans For Employees *(This Resolution will remain in draft form and will be
presented for public hearings following work session and subject to Council revisions
and/or approvals)*

Background:

1. The City Council hereby approves a three-percent (3%) across-the-board increase in wages and salaries for all current employees; and
2. The City Council approves phase three of implementation of a separate pay plan for department heads and their assistants that will adjust their compensation rates to allow for the equivalent of a one-step merit increase as illustrated in exhibit one.

Said increases are effective October 1, 2024

Recommendation:
Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. Wage Increase Resolution
2. FY2025 Wage Increase Resolution Exhibit 1

RESOLUTION NUMBER 5525

**AUTHORIZING AND APPROVING AN INCREASE
IN SALARY AND WAGES AND ADOPTION OF NEW
PAY PLANS FOR EMPLOYEES**

**THIS RESOLUTION WAS ADOPTED AND APPROVED BY THE CITY
COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA ON AUGUST 26,
2024.**

WITNESSETH THESE RECITALS

WHEREAS, the City Manager has proposed the budgets for fiscal year 2024-2025 year, along with expected surplus values, and has recommended a three-percent (3%) across-the-board increase of wages and salaries for all current employees effective October 1, 2024; and

WHEREAS, the City Manager has further recommended adoption of phase three of an executive pay plan for department heads and their assistants effective October 1, 2024 which provides an increase equivalent to a one-step increase within their existing pay grade in recognition of their leadership of a growing City as most have reached a ceiling in their particular pay grade and said pay plan adjustments are included as exhibit one; and

WHEREAS, the Council, at its regularly scheduled meeting of August 26, 2024, feel it is in the best public interest to approve a three-percent (3%) across-the-board increase in wages and salaries for all applicable employees and further to adopt phase three for those compensated based upon the executive pay plan

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

1. The City Council hereby approves a three-percent (3%) across-the-board increase in wages and salaries for all current employees; and
2. The City Council approves phase three of implementation of a separate pay plan for department heads and their assistants that will adjust their compensation rates to allow for the equivalent of a one-step merit increase as illustrated in exhibit one.
3. Said increases are effective October 1, 2024.

APPROVED and ADOPTED this the 26th day of August, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2024

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
13	hourly	20.27	21.29	22.36	23.47	24.65	25.88	27.17	28.52	29.95	31.45	33.03	34.67	36.41
	bi-weekly	1,621.73	1,702.94	1,788.48	1,877.47	1,971.65	2,070.14	2,173.82	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54
	semi-monthly	1,756.87	1,844.86	1,937.52	2,033.93	2,135.95	2,242.65	2,354.97	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25
	monthly	3,513.75	3,689.71	3,875.04	4,067.85	4,271.91	4,485.32	4,709.96	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52
	annually	42,164.93	44,276.54	46,500.48	48,814.27	51,262.85	53,823.74	56,519.42	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14
14	hourly	21.29	22.36	23.47	24.65	25.88	27.17	28.52	29.95	31.45	33.03	34.67	36.41	38.23
	bi-weekly	1,702.94	1,788.48	1,877.47	1,971.65	2,070.14	2,173.82	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56
	semi-monthly	1,844.86	1,937.52	2,033.93	2,135.95	2,242.65	2,354.97	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44
	monthly	3,689.71	3,875.04	4,067.85	4,271.91	4,485.32	4,709.96	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88
	annually	44,276.54	46,500.48	48,814.27	51,262.85	53,823.74	56,519.42	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56
15	hourly	22.36	23.47	24.65	25.88	27.17	28.52	29.95	31.45	33.03	34.67	36.41	38.23	40.14
	bi-weekly	1,788.48	1,877.47	1,971.65	2,070.14	2,173.82	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49
	semi-monthly	1,937.52	2,033.93	2,135.95	2,242.65	2,354.97	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11
	monthly	3,875.04	4,067.85	4,271.91	4,485.32	4,709.96	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22
	annually	46,500.48	48,814.27	51,262.85	53,823.74	56,519.42	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69
16	hourly	23.47	24.65	25.88	27.17	28.52	29.95	31.45	33.03	34.67	36.41	38.23	40.14	42.14
	bi-weekly	1,877.47	1,971.65	2,070.14	2,173.82	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33
	semi-monthly	2,033.93	2,135.95	2,242.65	2,354.97	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27
	monthly	4,067.85	4,271.91	4,485.32	4,709.96	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55
	annually	48,814.27	51,262.85	53,823.74	56,519.42	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53
17	hourly	24.65	25.88	27.17	28.52	29.95	31.45	33.03	34.67	36.41	38.23	40.14	42.14	44.25
	bi-weekly	1,971.65	2,070.14	2,173.82	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81
	semi-monthly	2,135.95	2,242.65	2,354.97	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79
	monthly	4,271.91	4,485.32	4,709.96	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59
	annually	51,262.85	53,823.74	56,519.42	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01
18	hourly	25.88	27.17	28.52	29.95	31.45	33.03	34.67	36.41	38.23	40.14	42.14	44.25	46.46
	bi-weekly	2,070.14	2,173.82	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93
	semi-monthly	2,242.65	2,354.97	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67
	monthly	4,485.32	4,709.96	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34
	annually	53,823.74	56,519.42	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13
19	hourly	27.17	28.52	29.95	31.45	33.03	34.67	36.41	38.23	40.14	42.14	44.25	46.46	48.78
	bi-weekly	2,173.82	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69
	semi-monthly	2,354.97	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91
	monthly	4,709.96	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83
	annually	56,519.42	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89
20	hourly	28.52	29.95	31.45	33.03	34.67	36.41	38.23	40.14	42.14	44.25	46.46	48.78	51.22
	bi-weekly	2,281.82	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95
	semi-monthly	2,471.98	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45
	monthly	4,943.95	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90
	annually	59,327.42	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75

**CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2024**

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
21	hourly	29.95	31.45	33.03	34.67	36.41	38.23	40.14	42.14	44.25	46.46	48.78	51.22	53.79
	bi-weekly	2,395.87	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58
	semi-monthly	2,595.53	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22
	monthly	5,191.05	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43
	annually	62,292.67	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18
22	hourly	31.45	33.03	34.67	36.41	38.23	40.14	42.14	44.25	46.46	48.78	51.22	53.79	56.48
	bi-weekly	2,515.97	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72
	semi-monthly	2,725.63	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28
	monthly	5,451.27	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56
	annually	65,415.17	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72
23	hourly	33.03	34.67	36.41	38.23	40.14	42.14	44.25	46.46	48.78	51.22	53.79	56.48	59.30
	bi-weekly	2,642.11	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22
	semi-monthly	2,862.29	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58
	monthly	5,724.57	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15
	annually	68,694.91	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82
24	hourly	34.67	36.41	38.23	40.14	42.14	44.25	46.46	48.78	51.22	53.79	56.48	59.30	62.27
	bi-weekly	2,773.44	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82
	semi-monthly	3,004.56	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98
	monthly	6,009.12	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95
	annually	72,109.44	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42
25	hourly	36.41	38.23	40.14	42.14	44.25	46.46	48.78	51.22	53.79	56.48	59.30	62.27	65.38
	bi-weekly	2,912.54	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66
	semi-monthly	3,155.25	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54
	monthly	6,310.52	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09
	annually	75,726.14	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06
26	hourly	38.23	40.14	42.14	44.25	46.46	48.78	51.22	53.79	56.48	59.30	62.27	65.38	68.66
	bi-weekly	3,058.56	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45
	semi-monthly	3,313.44	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15
	monthly	6,626.88	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30
	annually	79,522.56	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65
27	hourly	40.14	42.14	44.25	46.46	48.78	51.22	53.79	56.48	59.30	62.27	65.38	68.66	72.08
	bi-weekly	3,211.49	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34
	semi-monthly	3,479.11	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86
	monthly	6,958.22	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73
	annually	83,498.69	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74
28	hourly	42.14	44.25	46.46	48.78	51.22	53.79	56.48	59.30	62.27	65.38	68.66	72.08	75.69
	bi-weekly	3,371.33	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91
	semi-monthly	3,652.27	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49
	monthly	7,304.55	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98
	annually	87,654.53	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71

CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2024

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
29	hourly	44.25	46.46	48.78	51.22	53.79	56.48	59.30	62.27	65.38	68.66	72.08	75.69	79.48
	bi-weekly	3,539.81	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18
	semi-monthly	3,834.79	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02
	monthly	7,669.59	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05
	annually	92,035.01	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58
30	hourly	46.46	48.78	51.22	53.79	56.48	59.30	62.27	65.38	68.66	72.08	75.69	79.48	83.44
	bi-weekly	3,716.93	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26
	semi-monthly	4,026.67	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54
	monthly	8,053.34	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07
	annually	96,640.13	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86
31	hourly	48.78	51.22	53.79	56.48	59.30	62.27	65.38	68.66	72.08	75.69	79.48	83.44	87.62
	bi-weekly	3,902.69	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63
	semi-monthly	4,227.91	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77
	monthly	8,455.83	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53
	annually	101,469.89	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43
32	hourly	51.22	53.79	56.48	59.30	62.27	65.38	68.66	72.08	75.69	79.48	83.44	87.62	91.99
	bi-weekly	4,097.95	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55
	semi-monthly	4,439.45	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85
	monthly	8,878.90	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69
	annually	106,546.75	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35
33	hourly	53.79	56.48	59.30	62.27	65.38	68.66	72.08	75.69	79.48	83.44	87.62	91.99	96.60
	bi-weekly	4,303.58	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62
	semi-monthly	4,662.22	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59
	monthly	9,324.43	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16
	annually	111,893.18	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02
34	hourly	56.48	59.30	62.27	65.38	68.66	72.08	75.69	79.48	83.44	87.62	91.99	96.60	101.43
	bi-weekly	4,518.72	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69
	semi-monthly	4,895.28	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91
	monthly	9,790.56	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83
	annually	117,486.72	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89
35	hourly	59.30	62.27	65.38	68.66	72.08	75.69	79.48	83.44	87.62	91.99	96.60	101.43	106.50
	bi-weekly	4,744.22	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90
	semi-monthly	5,139.58	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90
	monthly	10,279.15	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79
	annually	123,349.82	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50
36	hourly	62.27	65.38	68.66	72.08	75.69	79.48	83.44	87.62	91.99	96.60	101.43	106.50	111.82
	bi-weekly	4,981.82	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86
	semi-monthly	5,396.98	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35
	monthly	10,793.95	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68
	annually	129,527.42	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26

**CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2024**

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
37	hourly	65.38	68.66	72.08	75.69	79.48	83.44	87.62	91.99	96.60	101.43	106.50	111.82	117.42
	bi-weekly	5,230.66	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41
	semi-monthly	5,666.54	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19
	monthly	11,333.09	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38
	annually	135,997.06	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61
38	hourly	68.66	72.08	75.69	79.48	83.44	87.62	91.99	96.60	101.43	106.50	111.82	117.42	123.28
	bi-weekly	5,492.45	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56
	semi-monthly	5,950.15	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44
	monthly	11,900.30	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88
	annually	142,803.65	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56
39	hourly	72.08	75.69	79.48	83.44	87.62	91.99	96.60	101.43	106.50	111.82	117.42	123.28	129.45
	bi-weekly	5,766.34	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90
	semi-monthly	6,246.86	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90
	monthly	12,493.73	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79
	annually	149,924.74	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50
40	hourly	75.69	79.48	83.44	87.62	91.99	96.60	101.43	106.50	111.82	117.42	123.28	129.45	135.93
	bi-weekly	6,054.91	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30
	semi-monthly	6,559.49	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50
	monthly	13,118.98	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99
	annually	157,427.71	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90
41	hourly	79.48	83.44	87.62	91.99	96.60	101.43	106.50	111.82	117.42	123.28	129.45	135.93	142.72
	bi-weekly	6,358.18	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76
	semi-monthly	6,888.02	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24
	monthly	13,776.05	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48
	annually	165,312.58	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76
42	hourly	83.44	87.62	91.99	96.60	101.43	106.50	111.82	117.42	123.28	129.45	135.93	142.72	149.86
	bi-weekly	6,675.26	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76	11,988.86
	semi-monthly	7,231.54	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24	12,987.94
	monthly	14,463.07	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48	25,975.87
	annually	173,556.86	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76	311,710.46
43	hourly	87.62	91.99	96.60	101.43	106.50	111.82	117.42	123.28	129.45	135.93	142.72	149.86	157.35
	bi-weekly	7,009.63	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76	11,988.86	12,587.62
	semi-monthly	7,593.77	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24	12,987.94	13,636.59
	monthly	15,187.53	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48	25,975.87	27,273.16
	annually	182,250.43	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76	311,710.46	327,278.02
44	hourly	91.99	96.60	101.43	106.50	111.82	117.42	123.28	129.45	135.93	142.72	149.86	157.35	165.22
	bi-weekly	7,359.55	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76	11,988.86	12,587.62	13,217.47
	semi-monthly	7,972.85	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24	12,987.94	13,636.59	14,318.93
	monthly	15,945.69	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48	25,975.87	27,273.16	28,637.85
	annually	191,348.35	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76	311,710.46	327,278.02	343,654.27

**CITY OF VESTAVIA HILLS
EXECUTIVE SALARY SCHEDULE
(ANNUAL HOURS 2080)
EFFECTIVE 10/01/2024**

Grade	Type	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREMIUM 05	PREMIUM 10	PREMIUM 15
45	hourly	96.60	101.43	106.50	111.82	117.42	123.28	129.45	135.93	142.72	149.86	157.35	165.22	173.48
	bi-weekly	7,727.62	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76	11,988.86	12,587.62	13,217.47	13,878.43
	semi-monthly	8,371.59	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24	12,987.94	13,636.59	14,318.93	15,034.97
	monthly	16,743.16	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48	25,975.87	27,273.16	28,637.85	30,069.93
	annually	200,918.02	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76	311,710.46	327,278.02	343,654.27	360,839.23
46	hourly	101.43	106.50	111.82	117.42	123.28	129.45	135.93	142.72	149.86	157.35	165.22	173.48	182.15
	bi-weekly	8,114.69	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76	11,988.86	12,587.62	13,217.47	13,878.43	14,572.22
	semi-monthly	8,790.91	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24	12,987.94	13,636.59	14,318.93	15,034.97	15,786.58
	monthly	17,581.83	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48	25,975.87	27,273.16	28,637.85	30,069.93	31,573.15
	annually	210,981.89	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76	311,710.46	327,278.02	343,654.27	360,839.23	378,877.82
47	hourly	106.50	111.82	117.42	123.28	129.45	135.93	142.72	149.86	157.35	165.22	173.48	182.15	191.26
	bi-weekly	8,519.90	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76	11,988.86	12,587.62	13,217.47	13,878.43	14,572.22	15,300.58
	semi-monthly	9,229.90	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24	12,987.94	13,636.59	14,318.93	15,034.97	15,786.58	16,575.62
	monthly	18,459.79	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48	25,975.87	27,273.16	28,637.85	30,069.93	31,573.15	33,151.25
	annually	221,517.50	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76	311,710.46	327,278.02	343,654.27	360,839.23	378,877.82	397,814.98
48	hourly	111.82	117.42	123.28	129.45	135.93	142.72	149.86	157.35	165.22	173.48	182.15	191.26	200.83
	bi-weekly	8,945.86	9,393.41	9,862.56	10,355.90	10,874.30	11,417.76	11,988.86	12,587.62	13,217.47	13,878.43	14,572.22	15,300.58	16,066.08
	semi-monthly	9,691.35	10,176.19	10,684.44	11,218.90	11,780.50	12,369.24	12,987.94	13,636.59	14,318.93	15,034.97	15,786.58	16,575.62	17,404.92
	monthly	19,382.68	20,352.38	21,368.88	22,437.79	23,560.99	24,738.48	25,975.87	27,273.16	28,637.85	30,069.93	31,573.15	33,151.25	34,809.84
	annually	232,592.26	244,228.61	256,426.56	269,253.50	282,731.90	296,861.76	311,710.46	327,278.02	343,654.27	360,839.23	378,877.82	397,814.98	417,718.08



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

August 12, 2024

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing - Resolution Number 5526- A Resolution Accepting Terms For Financing Vehicles And/Or Equipment for FY 2025 *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

The City of Vestavia Hills ("Governmental Entity") has previously determined to undertake a project for the purchase of various vehicles & equipment (the "Project") and the Officer of the Governmental Entity responsible for financial affairs of the Governmental Entity (the "Finance Officer") has now presented a proposal for the financing of such Project.

Recommendation:

The Finance Officer recommends the financing terms from Robertson Banking Company as attached.

Fiscal Impact:

Budgeted in FY 2025

Attachments:

1. Resolution 5526
2. Summary of Proposals-FY2025

RESOLUTION NUMBER 5526

A RESOLUTION APPROVING FINANCING TERMS FOR CITY VEHICLES AND/OR EQUIPMENT THROUGH RORBERTSON BANKING COMPANY

WHEREAS, The City of Vestavia Hills (“Governmental Entity”) has previously determined to undertake a project for the purchase of various vehicles & equipment (the “Project”) and the Officer of the Governmental Entity responsible for financial affairs of the Governmental Entity (the “Finance Officer”) has now presented a proposal for the financing of such Project.

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

1. The Governmental Entity hereby determines to finance the Project through Robertson Banking Company, in accordance with the proposals obtained by the Finance Officer as detailed in Exhibits attached to and incorporated into this Resolution Number 5526 as though written fully therein; and
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Governmental Entity are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as said bank may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Governmental Entity officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the document’s final form.

4. The Governmental Entity shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations under the Financing Documents. The Governmental Entity hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Governmental Entity intends that the adoption of this resolution will be a declaration of the Governmental Entity’s official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the said bank financing described above. The Governmental Entity intends that funds that have been advanced, or that may be advanced, from the Governmental Entity’s general fund, or any other Governmental Entity fund related to the Project, for Project costs may be reimbursed from the financing proceeds.
6. The officers of the Governmental Entity and any person or persons designated and authorized by any officer of the Governmental Entity to act in the name and on behalf of the Governmental Entity, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the Governmental Entity such other acts, to pay or cause to be paid on behalf of the Governmental Entity such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the Governmental Entity such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the Governmental Entity, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (a) complete the plan of financing contemplated by the Financing Documents, (b) carry into effect the intent of the provisions of this resolution and the Financing Documents, and (c) demonstrate the validity of the Financing Documents, the absence of any pending or threatened litigation with respect to the Financing Documents and the plan of financing contemplated by the Financing Documents, and the exemption of interest on the interest payment obligations under the Financing Documents from federal and State of Alabama income taxation.

7. All prior actions of Governmental Entity officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict.

This resolution shall take effect immediately.

ADOPTED and APPROVED this the 26th day of August, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

SEAL

"LEASE/PURCHASE PROPOSALS"
FISCAL 2024-2025

[illegible]

[illegible]

BANK PROPOSALS
"AMORTIZATION & FEES"
VEHICLE & EQUIPMENT PURCHASES
FISCAL 2024-2025

1) 5 Year \$1,184,000
2) 7 Year \$2,125,000

ROBERTSON BANKING
5 Year - 4.91% 7 Year - 4.91%
Loan Amount \$1,184,000 \$2,125,000

Payment Date	5 Year - 4.91%	7 Year - 4.91%
12/15/2024	\$11,632.80	\$22,471.83
1/15/2025	\$11,103.59	\$21,770.07
2/15/2025	\$10,569.19	\$21,076.92
3/15/2025	\$10,036.53	\$20,386.36
4/15/2025	\$9,494.57	\$19,692.31
5/15/2025	\$8,944.26	\$18,998.69
6/15/2025	\$8,376.53	\$18,306.22
7/15/2025	\$7,781.35	\$17,613.40
8/15/2025	\$7,158.66	\$16,920.66
9/15/2025	\$6,519.51	\$16,228.51
10/15/2025	\$5,865.85	\$15,536.55
11/15/2025	\$5,194.15	\$14,844.46
12/15/2025	\$4,521.65	\$14,152.39
1/15/2026	\$3,837.30	\$13,460.33
2/15/2026	\$3,142.12	\$12,768.27
3/15/2026	\$2,436.12	\$12,076.22
4/15/2026	\$1,719.27	\$11,384.17
5/15/2026	\$1,002.56	\$10,692.12
6/15/2026	\$625.88	\$10,000.00
7/15/2026	\$249.19	\$9,307.89
8/15/2026	\$77.51	\$8,615.78
9/15/2026	\$0.00	\$7,923.67
10/15/2026	\$0.00	\$7,231.56
11/15/2026	\$0.00	\$6,539.45
12/15/2026	\$0.00	\$5,847.34
1/15/2027	\$0.00	\$5,155.23
2/15/2027	\$0.00	\$4,463.12
3/15/2027	\$0.00	\$3,771.01
4/15/2027	\$0.00	\$3,078.90
5/15/2027	\$0.00	\$2,386.79
6/15/2027	\$0.00	\$1,694.68
7/15/2027	\$0.00	\$1,002.56
8/15/2027	\$0.00	\$310.45
9/15/2027	\$0.00	\$0.00
10/15/2027	\$0.00	\$0.00
11/15/2027	\$0.00	\$0.00
12/15/2027	\$0.00	\$0.00
1/15/2028	\$0.00	\$0.00
2/15/2028	\$0.00	\$0.00
3/15/2028	\$0.00	\$0.00
4/15/2028	\$0.00	\$0.00
5/15/2028	\$0.00	\$0.00
6/15/2028	\$0.00	\$0.00
7/15/2028	\$0.00	\$0.00
8/15/2028	\$0.00	\$0.00
9/15/2028	\$0.00	\$0.00
10/15/2028	\$0.00	\$0.00
11/15/2028	\$0.00	\$0.00
12/15/2028	\$0.00	\$0.00
1/15/2029	\$0.00	\$0.00
2/15/2029	\$0.00	\$0.00
3/15/2029	\$0.00	\$0.00
4/15/2029	\$0.00	\$0.00
5/15/2029	\$0.00	\$0.00
6/15/2029	\$0.00	\$0.00
7/15/2029	\$0.00	\$0.00
8/15/2029	\$0.00	\$0.00
9/15/2029	\$0.00	\$0.00
10/15/2029	\$0.00	\$0.00
11/15/2029	\$0.00	\$0.00
12/15/2029	\$0.00	\$0.00
1/15/2030	\$0.00	\$0.00
2/15/2030	\$0.00	\$0.00
3/15/2030	\$0.00	\$0.00
4/15/2030	\$0.00	\$0.00
5/15/2030	\$0.00	\$0.00
6/15/2030	\$0.00	\$0.00
7/15/2030	\$0.00	\$0.00
8/15/2030	\$0.00	\$0.00
9/15/2030	\$0.00	\$0.00
10/15/2030	\$0.00	\$0.00
11/15/2030	\$0.00	\$0.00
12/15/2030	\$0.00	\$0.00
1/15/2031	\$0.00	\$0.00
2/15/2031	\$0.00	\$0.00
3/15/2031	\$0.00	\$0.00
4/15/2031	\$0.00	\$0.00
5/15/2031	\$0.00	\$0.00
6/15/2031	\$0.00	\$0.00
7/15/2031	\$0.00	\$0.00
8/15/2031	\$0.00	\$0.00
9/15/2031	\$0.00	\$0.00
10/15/2031	\$0.00	\$0.00
11/15/2031	\$0.00	\$0.00
12/15/2031	\$0.00	\$0.00
1/15/2032	\$0.00	\$0.00
2/15/2032	\$0.00	\$0.00
3/15/2032	\$0.00	\$0.00
4/15/2032	\$0.00	\$0.00
5/15/2032	\$0.00	\$0.00
6/15/2032	\$0.00	\$0.00
7/15/2032	\$0.00	\$0.00
8/15/2032	\$0.00	\$0.00
9/15/2032	\$0.00	\$0.00
10/15/2032	\$0.00	\$0.00
11/15/2032	\$0.00	\$0.00
12/15/2032	\$0.00	\$0.00
1/15/2033	\$0.00	\$0.00
2/15/2033	\$0.00	\$0.00
3/15/2033	\$0.00	\$0.00
4/15/2033	\$0.00	\$0.00
5/15/2033	\$0.00	\$0.00
6/15/2033	\$0.00	\$0.00
7/15/2033	\$0.00	\$0.00
8/15/2033	\$0.00	\$0.00
9/15/2033	\$0.00	\$0.00
10/15/2033	\$0.00	\$0.00
11/15/2033	\$0.00	\$0.00
12/15/2033	\$0.00	\$0.00
1/15/2034	\$0.00	\$0.00
2/15/2034	\$0.00	\$0.00
3/15/2034	\$0.00	\$0.00
4/15/2034	\$0.00	\$0.00
5/15/2034	\$0.00	\$0.00
6/15/2034	\$0.00	\$0.00
7/15/2034	\$0.00	\$0.00
8/15/2034	\$0.00	\$0.00
9/15/2034	\$0.00	\$0.00
10/15/2034	\$0.00	\$0.00
11/15/2034	\$0.00	\$0.00
12/15/2034	\$0.00	\$0.00
1/15/2035	\$0.00	\$0.00
2/15/2035	\$0.00	\$0.00
3/15/2035	\$0.00	\$0.00
4/15/2035	\$0.00	\$0.00
5/15/2035	\$0.00	\$0.00
6/15/2035	\$0.00	\$0.00
7/15/2035	\$0.00	\$0.00
8/15/2035	\$0.00	\$0.00
9/15/2035	\$0.00	\$0.00
10/15/2035	\$0.00	\$0.00
11/15/2035	\$0.00	\$0.00
12/15/2035	\$0.00	\$0.00
1/15/2036	\$0.00	\$0.00
2/15/2036	\$0.00	\$0.00
3/15/2036	\$0.00	\$0.00
4/15/2036	\$0.00	\$0.00
5/15/2036	\$0.00	\$0.00
6/15/2036	\$0.00	\$0.00
7/15/2036	\$0.00	\$0.00
8/15/2036	\$0.00	\$0.00
9/15/2036	\$0.00	\$0.00
10/15/2036	\$0.00	\$0.00
11/15/2036	\$0.00	\$0.00
12/15/2036	\$0.00	\$0.00
1/15/2037	\$0.00	\$0.00
2/15/2037	\$0.00	\$0.00
3/15/2037	\$0.00	\$0.00
4/15/2037	\$0.00	\$0.00
5/15/2037	\$0.00	\$0.00
6/15/2037	\$0.00	\$0.00
7/15/2037	\$0.00	\$0.00
8/15/2037	\$0.00	\$0.00
9/15/2037	\$0.00	\$0.00
10/15/2037	\$0.00	\$0.00
11/15/2037	\$0.00	\$0.00
12/15/2037	\$0.00	\$0.00
1/15/2038	\$0.00	\$0.00
2/15/2038	\$0.00	\$0.00
3/15/2038	\$0.00	\$0.00
4/15/2038	\$0.00	\$0.00
5/15/2038	\$0.00	\$0.00
6/15/2038	\$0.00	\$0.00
7/15/2038	\$0.00	\$0.00
8/15/2038	\$0.00	\$0.00
9/15/2038	\$0.00	\$0.00
10/15/2038	\$0.00	\$0.00
11/15/2038	\$0.00	\$0.00
12/15/2038	\$0.00	\$0.00
1/15/2039	\$0.00	\$0.00
2/15/2039	\$0.00	\$0.00
3/15/2039	\$0.00	\$0.00
4/15/2039	\$0.00	\$0.00
5/15/2039	\$0.00	\$0.00
6/15/2039	\$0.00	\$0.00
7/15/2039	\$0.00	\$0.00
8/15/2039	\$0.00	\$0.00
9/15/2039	\$0.00	\$0.00
10/15/2039	\$0.00	\$0.00
11/15/2039	\$0.00	\$0.00
12/15/2039	\$0.00	\$0.00
1/15/2040	\$0.00	\$0.00
2/15/2040	\$0.00	\$0.00
3/15/2040	\$0.00	\$0.00
4/15/2040	\$0.00	\$0.00
5/15/2040	\$0.00	\$0.00
6/15/2040	\$0.00	\$0.00
7/15/2040	\$0.00	\$0.00
8/15/2040	\$0.00	\$0.00
9/15/2040	\$0.00	\$0.00
10/15/2040	\$0.00	\$0.00
11/15/2040	\$0.00	\$0.00
12/15/2040	\$0.00	\$0.00
1/15/2041	\$0.00	\$0.00
2/15/2041	\$0.00	\$0.00
3/15/2041	\$0.00	\$0.00
4/15/2041	\$0.00	\$0.00
5/15/2041	\$0.00	\$0.00
6/15/2041	\$0.00	\$0.00
7/15/2041	\$0.00	\$0.00
8/15/2041	\$0.00	\$0.00
9/15/2041	\$0.00	\$0.00
10/15/2041	\$0.00	\$0.00
11/15/2041	\$0.00	\$0.00
12/15/2041	\$0.00	\$0.00
1/15/2042	\$0.00	\$0.00
2/15/2042	\$0.00	\$0.00
3/15/2042	\$0.00	\$0.00
4/15/2042	\$0.00	\$0.00
5/15/2042	\$0.00	\$0.00
6/15/2042	\$0.00	\$0.00
7/15/2042	\$0.00	\$0.00
8/15/2042	\$0.00	\$0.00
9/15/2042	\$0.00	\$0.00
10/15/2042	\$0.00	\$0.00
11/15/2042	\$0.00	\$0.00
12/15/2042	\$0.00	\$0.00
1/15/2043	\$0.00	\$0.00
2/15/2043	\$0.00	\$0.00
3/15/2043	\$0.00	\$0.00
4/15/2043	\$0.00	\$0.00
5/15/2043	\$0.00	\$0.00
6/15/2043	\$0.00	\$0.00
7/15/2043	\$0.00	\$0.00
8/15/2043	\$0.00	\$0.00
9/15/2043	\$0.00	\$0.00
10/15/2043	\$0.00	\$0.00
11/15/2043	\$0.00	\$0.00
12/15/2043	\$0.00	\$0.00
1/15/2044	\$0.00	\$0.00
2/15/2044	\$0.00	\$0.00
3/15/2044	\$0.00	\$0.00
4/15/2044	\$0.00	\$0.00
5/15/2044	\$0.00	\$0.00
6/15/2044	\$0.00	\$0.00
7/15/2044	\$0.00	\$0.00
8/15/2044	\$0.00	\$0.00
9/15/2044	\$0.00	\$0.00
10/15/2044	\$0.00	\$0.00
11/15/2044	\$0.00	\$0.00
12/15/2044	\$0.00	\$0.00
1/15/2045	\$0.00	\$0.00
2/15/2045	\$0.00	\$0.00
3/15/2045	\$0.00	\$0.00
4/15/2045	\$0.00	\$0.00
5/15/2045	\$0.00	\$0.00
6/15/2045	\$0.00	\$0.00
7/15/2045	\$0.00	\$0.00
8/15/2045	\$0.00	\$0.00
9/15/2045	\$0.00	\$0.00
10/15/2045	\$0.00	\$0.00
11/15/2045	\$0.00	\$0.00
12/15/2045	\$0.00	\$0.00
1/15/2046	\$0.00	\$0.00
2/15/2046	\$0.00	\$0.00
3/15/2046	\$0.00	\$0.00
4/15/2046	\$0.00	\$0.00
5/15/2046	\$0.00	\$0.00
6/15/2046	\$0.00	\$0.00
7/15/2046	\$0.00	\$0.00
8/15/2046	\$0.00	\$0.00
9/15/2046	\$0.00	\$0.00
10/15/2046	\$0.00	\$0.00
11/15/2046	\$0.00	\$0.00
12/15/2046	\$0.00	\$0.00
1/15/2047	\$0.00	\$0.00
2/15/2047	\$0.00	\$0.00
3/15/2047	\$0.00	\$0.00
4/15/2047	\$0.00	\$0.00
5/15/2047	\$0.00	\$0.00
6/15/2047	\$0.00	\$0.00
7/15/2047	\$0.00	\$0.00
8/15/2047	\$0.00	\$0.00
9/15/2047	\$0.00	\$0.00
10/15/2047	\$0.00	\$0.00
11/15/2047	\$0.00	\$0.00
12/15/2047	\$0.00	\$0.00
1/15/2048	\$0.00	\$0.00
2/15/2048	\$0.00	\$0.00
3/15/2048	\$0.00	\$0.00
4/15/2048	\$0.00	\$0.00
5/15/2048	\$0.00	\$0.00
6/15/2048	\$0.00	\$0.00
7/15/2048	\$0.00	\$0.00
8/15/2048	\$0.00	\$0.00
9/15/2048	\$0.00	\$0.00
10/15/2048	\$0.00	\$0.00
11/15/2048	\$0.00	\$0.00
12/15/2048	\$0.00	\$0.00
1/15/2049	\$0.00	\$0.00
2/15/2049	\$0.00	\$0.00
3/15/2049	\$0.00	\$0.00
4/15/2049	\$0.00	\$0.00
5/15/2049	\$0.00	\$0.00
6/15/2049	\$0.00	\$0.00
7/15/2049	\$0.00	\$0.00
8/15/2049	\$0.00	\$0.00
9/15/2049	\$0.00	\$0.00
10/15/2049	\$0.00	\$0.00
11/15/2049	\$0.00	\$0.00
12/15/2049	\$0.00	\$0.00
1/15/2050	\$0.00	\$0.00
2/15/2050	\$0.00	\$0.00
3/15/2050	\$0.00	\$0.00
4/15/2050	\$0.00	\$0.00
5/15/2050	\$0.00	\$0.00
6/15/2050	\$0.00	\$0.00
7/15/2050	\$0.00	\$0.00
8/15/2050	\$0.00	\$0.0

BANK PROPOSALS		
"AMORTIZATION & FEES"		
VEHICLE & EQUIPMENT PURCHASES		
FISCAL 2024-2025		
1)	5 Year	\$1,184,000
2)	7 Year	\$2,125,000



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

August 12, 2024

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None