

**Vestavia Hills
City Council Agenda
October 14, 2013
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Rev. Mike Johnson, Crossroads Community Church
4. Pledge of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – September 9, 2013 (regular meeting and reconvened September 23, 2013); September 19, 2013 (Meeting with the Mayor; and September 23, 2013 (regular meeting)

Old Business

9. Ordinance Number 2466 – An Ordinance Finding And Determining That Real Property Owned By The City Of Vestavia Hills, Alabama Being Approximately 1.66 +/- Acres Of The Property Located At 1112 Montgomery Highway And An Approximately 22,000 Square Foot Building Located On The Property Is Not Needed For Public Or Municipal Purposes; To Accept An Offer By Commercial Reality Partners, LLC

New Business

10. Resolution Number 4515 – Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property
11. Resolution Number 4516 – A Resolution Authorizing The City Manager To Enter Into An Agreement For Planning And Design Services For Undeveloped Portions Of Patchwork Farms
12. Resolution Number 4517 - A Resolution Authorizing The City Manager To Execute And Deliver An Agreement For The Demolition Of The Dwelling Located At 1939 Old Creek Trail

First Reading (No Action Taken At This Meeting)

13. Resolution Number 4518 - Vacation Of A Portion Of Drainage Easement – 2149 Vestridge Drive; Lot 3-A, Block 6, Vestridge Second Sector, Third Addition; Daniel And Andrea Pahos, Owners
14. Ordinance Number 2467 – Conditional Use Approval – 7351 Kings Mountain Road – The Purpose Of This Request Is For A Home Occupation – An Educational Consulting Business; The Property Is Owned By Michel Korf And Is Zoned Vestavia Hills PUD PR-1
15. Ordinance Number 2471 – Annexation – 90-day final - 2615 April Drive; Lot 11, Altadena Acres; James And Emily Pace, Owners
16. Ordinance Number 2468 – Rezoning – 2615 April Drive; Lot 11, Altadena Acres; Rezone From JC E-1 To VH E-2; Compatible Zoning For Annexation; James And Emily Pace, Owners
17. Ordinance Number 2472 – Annexation – 90-day final - 2624 Altadena Road; David And Pamela Hulstrand, Owners
18. Ordinance Number 2469 – Rezoning – 2624 Altadena Road; Rezone From JC E-1 To VH E-2; Compatible Zoning For Annexation; David And Pamela Hulstrand, Owners
19. Ordinance Number 2473 – Annexation – 90-day final - 2549 Skyland Drive; Lot 6, Block 3, Dolly Ridge Estates, 2nd Addition; Derrell And Terry Crimm, Owners
20. Ordinance Number 2470 – Rezoning – 2549 Skyland Drive; Lot 6, Block 3, Dolly Ridge Estates, 2nd Addition; Rezone From JC R-1 To VH R-2; Compatible Zoning For Annexation; Derrell And Terry Crimm, Owners
21. Ordinance Number 2457-A – An Ordinance Amending Ordinance Number 2457 To Correct A Legal Description For Property Annexed To The City Of Vestavia Hills Located At 2855 Five Oaks Lane; John Santamour, Owner
22. Ordinance Number 2474 – An Ordinance To Amend Section 9 Of Ordinance Number 2418 Regarding Solicitation Signs In Residential Neighborhoods
23. Citizens Comments
24. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 9, 2013

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Melvin Turner III, Finance Director
George Sawaya, Dep. Finance Director
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Jim St. John, Fire Chief
Lynn Bonner, Deputy Fire Chief
Greg Gilchrist, Fire Marshal

Invocation was given by Danny Wood, Shades Mountain Baptist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Henley invited everyone to participate in “Rachel’s Challenge” next Tuesday at Pizitz.

CITY MANAGER REPORT

- Mr. Downes presented a certificate to Western Supermarket as the City’s “Business of the Month.” Robin Morgan, owner of the shopping center, was

- present to accept the certificate. He showed the Council and audience drawings of the planned improvements that are currently going on at the shopping center.
- Updates have been given on the preliminary designs of the new proposed City Hall with hopes that the property will close soon.
 - The architects are helping to draft specifications for an RFP for a construction manager for the project.
 - Paving should begin very soon. The contract has been busy with some ALDOT projects and they hope to be in the City within the next week.
 - There will soon be a charrette for the plans of future development and build-out of Patchwork Farms PUD.
 - Continued concentration on beginning possible focused development in Cahaba Heights with some public/private type possibilities.
 - October 1 will be the renewal date for the City's insurance. Studies are underway to determine an improved product which will be presented to the Council soon.
 - Friday night beginning at 7 PM, the Library in the Forest will host their "Booklovers Bingo and Brews" night. The event looks to be very inviting. Mr. Downes invited everyone to attend.

COUNCILOR REPORTS

- Mr. Ammons announced the annual "National Night Out" to be held October 1, 2013 at the Vestavia Hills United Methodist Church.
- The Mayor congratulated Mr. Sharp who was celebrating his 50th year in business.

APPROVAL OF MINUTES

The minutes of the August 26, 2013 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the August 26, 2013 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll Call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4491

Resolution Number 4491 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For Renewal Of The Contract For Collection Of Garage And Trash For The City Of Vestavia Hills (public hearing)

MOTION Motion to approve Resolution Number 4491 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes explained that this Resolution authorizes the Mayor and City Manager to execute an agreement to renew the City’s current sanitation contract for an additional 3 years. He explained the terms of the renewal and indicated that the agreement has been reviewed by Mr. Boone who found no issues.

Mr. Boone concurred and provided the Council with the legal issues involved in the renewal. Mr. Boone recommended an amendment to the agreement in order to add language relative to compliance with the Alabama’s Immigration laws.

Eric Kolb, Republic Services, was present to answer questions from the City Council and indicated his approval of the proposed amendment.

The Mayor opened the floor for a motion for the amendment as suggested by Mr. Boone.

MOTION Motion to add the language as dictated by Mr. Boone in his opinion letter relative to requirement of the vendor to submit proof of compliance with Alabama’s Immigration laws was by Mr. Pierce and second was by Mr. Sharp. Voice vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons - yes
Mayor Zaragoza – yes	Motion carried.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked about price increases and the current cost of garbage collection in the City.

There being no one else to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons - yes

Mayor Zaragoza – yes

Motion carried.

RESOLUTION NUMBER 4492

Resolution Number 4492 – A Resolution Authorizing The City Manager To Purchase Technology Equipment For The Vestavia Hills Library In The Forest With A Portion Of A \$300,000 Grant From The Public School And College Authority (PSCA) (public hearing)

MOTION Motion to approve Resolution Number 4492 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that the Library in the Forest received a \$300,000 grant and this Resolution authorizes the expenditure of several technology items as well as construction of a small sidewalk on the property. He indicated that this will represent about half of the grant money and that all invoices will be paid directly from the grantor.

Mr. Ammons asked about certain budgeted technology items.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4493

Resolution Number 4493 – A Resolution Accepting A Bid For Janitorial Services For The Civic Center And Authorizing The Mayor And City Manager To Execute And Deliver A 3-Year Agreement For Said Services (public hearing)

MOTION Motion to approve Resolution Number 4493 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes explained that this Resolution accepts a bid for cleaning services at the Civic Center facility. He stated that this represents a \$3,000 savings from the last contract by accepting the lowest bidder. The funds for this service is reflected in the FY 2014 budget.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - abstained
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4494

Resolution Number 4494 – A Resolution Ordering The Demolition Of A Building Or Structure Located At 3128 Autumn Court, Vestavia Hills, Alabama, Parcel Id# 28-15-4-016-009.000, In Compliance With Sections 11-40-30 Through 11-40-36, Sections 11-53b-1 Through 11-53b-16, Inclusive, Of The Code Of Alabama, And In Compliance With Ordinance Number 2382 Of The City Of Vestavia Hills, Alabama; And Calling For The City Of Vestavia Hills To Cause Said Demolition To Be Performed And Directing The City Attorney And The City Clerk To Cause The Cost Of Such Demolition To Be Charged Against The Land On Which The Building Or Structure Exists As A Municipal Lien Or Cause Such Cost To Be Recovered In A Suit At Law Against The Owner Or Owners (public hearing)

MOTION Motion to approve Resolution Number 4494 was by Mr. Ammons and second was by Mr. Henley.

Mayor Zaragoza explained that the owner of this property and her attorney have requested a continuation of this hearing. He opened the floor for a public hearing.

MOTION Motion to table Resolution Number 4494 and to continue the public hearing until September 23, 2013 at 5:00 PM was by Mr. Ammons and second was by Mr. Sharp. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4495

Resolution Number 4495 – A Resolution Ordering The Demolition Of A Building Or Structure Located At 1939 Old Creek Trail, Vestavia Hills, Alabama, Parcel Id# 28-30-2-014-001.000, In Compliance With Sections 11-40-30 Through 11-40-36, Sections 11-53b-1 Through 11-53b-16, Inclusive, Of The Code Of Alabama, And In Compliance With Ordinance Number 2382 Of The City Of Vestavia Hills, Alabama; And Calling For The City Of Vestavia Hills To Cause Said Demolition To Be Performed And Directing The City Attorney And The City Clerk To Cause The Cost Of Such Demolition To Be Charged Against The Land On Which The Building Or Structure Exists As

**A Municipal Lien Or Cause Such Cost To Be Recovered In A Suit At Law
Against The Owner Or Owners (public hearing)**

MOTION Motion to approve Resolution Number 4495 was by Mr. Pierce and second was by Mr. Sharp.

Mayor Zaragoza explained that the owner of this property has requested a continuation of this hearing. He opened the floor for a public hearing.

MOTION Motion to table Resolution Number 4495 and to continue the public hearing until September 23, 2013 at 5:00 PM was by Mr. Ammons and second was by Mr. Pierce. Roll call vote as follows:

Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4496

Resolution Number 4496 – A Resolution Approving And Adopting The General Fund Budget, A Special Revenue Fund Budget And A Capital Project Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2013 Until September 30, 2014 (public hearing)

MOTION Motion to approve Resolution Number 4496 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes explained that this Resolution approves 90% of a general fund budget, a special fund budget and a capital projects budget for fiscal year 2014. This has been studied and discussed at the previous Meeting with the Mayor and now is ready to be approved. He gave highlights and subsequent amendments from the previous work session.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4497

Resolution Number 4497 – A Resolution Approving A Two-Percent (2%) COLA For Employees, Effective October 1, 2013

MOTION Motion to approve Resolution Number 4497 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes explained that this Resolution approves a 2% COLA (cost of living allowance) for the employees pursuant to the budget that was just approved.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4498

Resolution Number 4498 – A Resolution Authorizing The City Manager To Remit Payment Of The Balance For The Republication Of The City’s Municipal Code From The Fiscal Year 2012-2013 General Fund (public hearing)

MOTION Motion to approve Resolution Number 4498 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes explained that this Resolution approves payment for the remaining balance of the republication of the Code. The republication was approved several months ago with a \$9,000 deposit and the understanding the remainder would be paid in the next fiscal year. However, the Mayor and City Manager feel it is in the best public interest to pay the balance in this fiscal year.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - yes
Mayor Zaragoza – yes Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4500

Resolution Number 4500 – A Resolution Approving An Alcohol License For Sonu Enterprises, Inc., D/B/A Cahaba Heights Texaco; Farida Ali, Executive

MOTION Motion to adopt Resolution Number 4500 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes explained that this Resolution approves an off-premise beer and wine license for a convenience store that has recently changed ownership.

Mr. Ali was present in regard to this request.

Chief Rary indicated that the Police Department found no problems with this request.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4501

Resolution Number 4501 – A Resolution Accepting A Bid for Computer Equipment Storage Area Network (SAN)

MOTION Motion to adopt Resolution Number 4501 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this Resolution accepts the lowest bidder for a SAN array for the City's IT department. He indicated that the funds for this equipment were reflected in the current budget.

Mr. Henley asked about the difference in price between the two bidders.

Mr. Estes stated that the other bidder bid more drives and options than what was requested in the bid. He indicated that he didn't need all of the bells and whistles they offered so he recommended the lower bidder.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4502

Resolution Number 4502 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ESO Solutions LLC For Purchase Of Patient Care Reporting Software

MOTION Motion to adopt Resolution Number 4502 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this Resolution authorizes him and the Mayor to execute an agreement to purchase and maintain patient care reporting software. He stated that the funds are budgeted.

Mr. Boone stated that he reviewed the agreement and found no problems.

Chief St. John stated that this is his department's effort to move more toward a digital reporting system rather than paper to save time and allow compliance with state reporting.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

RESOLUTION NUMBER 4503

Resolution Number 4503 – A Resolution Authorizing The City Manager To Repair A Damaged Vehicle For The Vestavia Hills Police Department (*public hearing*)

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution Number 4503 was by Mr. Pierce and second was by Mr. Ammons. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

MOTION Motion to adopt Resolution Number 4503 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes explained that on August 14, 2013, one of the Police Department vehicles was involved in a one-car accident. He stated that the insurance declared the vehicle a total loss. The Police Chief has since returned estimates to repair the vehicle at a cost of approximately \$17,000 which is below the market value of the vehicle. He stated that he and the Police Chief recommend repairing the vehicle for use by one of the new SRO's.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4504

Resolution Number 4504 – A Resolution Authorizing The Application For A Flood Hazard Mitigation Assistance Grant From The Acquisition Of At Risk Flood Plain Properties Within The Meadowlawn Estates Subdivision (*public hearing*)

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution Number 4504 was by Mr. Pierce and second was by Mr. Ammons. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

MOTION Motion to adopt Resolution Number 4504 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes explained that this grant request has been discussed at past meetings and work sessions. Jim Lehe of Lehe Planning has worked with the City to identify funding for buyouts of certain properties with a local match. He stated that two of these properties could have a 100% buyout with others having 90/10 and 20/80.

Mr. Brady gave the background of the request. This Resolution allows the application process to begin and promises the local match which is estimated at just over \$200,000.

Discussion ensued including the funding source, the City's changes of receiving funding for the project, requirements of the funding, how long the issue has been studied by the City and the public's willingness to participate.

The Mayor opened the floor for a public hearing.

Mr. and Mrs. Andy Grant, 4041 Dolly Ridge Road and Mary Jane Carter, 4033 Meadowlawn Drive, asked questions concerning the grant conditions and application.

Mr. Lehe stated that this is handled by FEMA and there's no way to know how long it would take.

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Ammons – yes
Mayor Zaragoza – yes

Mr. Henley – yes
Mr. Sharp – yes
Motion carried.

RESOLUTION NUMBER 4506

Resolution Number 4506 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With LEHE Planning, LLC For Professional Services And To Provide Additional Funding For Needed Surveys In Order To Make Application For A Flood Mitigation Grant (public hearing)

MOTION Motion for unanimous consent for the immediate consideration and action on Resolution Number 4506 was by Mr. Henley and second was by Mr. Pierce. Roll call vote as follows:

Mr. Pierce – yes
Mr. Ammons – yes
Mayor Zaragoza – yes

Mr. Henley – yes
Mr. Sharp – yes
Motion carried.

MOTION Motion to adopt Resolution Number 4506 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes explained that this Resolution will retain Mr. Lehe as the City’s consultant to assist with the submission of the grant and authorize some needed surveys to give the necessary information for the request at a total cost of \$9,500.

Mr. Brady gave the background of the request. This Resolution allows the application process to begin and promises the local match which is estimated at just over \$200,000.

The Mayor opened the floor for a public hearing.

Donald Harwell, 1357 Willoughby Road, asked if the money for the consultant will be reimbursed.

Mr. Brady stated that if the funding is approved, it will reimburse the cost of the consultant.

MOTION Question called on a roll call vote:

Mr. Pierce – yes
Mr. Ammons – yes
Mayor Zaragoza – yes

Mr. Henley – yes
Mr. Sharp – yes
Motion carried.

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting of September 23, 2013 at 5 PM.

- Resolution Number 4505 – A Resolution Accepting Bids For Non-Athletic Grounds Maintenance For Parks And Recreation And Vestavia Hills Library In The Forest
- Resolution Number 4507 – A Resolution Authorizing The City Manager To Remit Payment On An Invoice For Additional Sewer Capacity Adjustments To Enviro Services LLC For Sewer Services To The Liberty Park Sports Complex (*public hearing*)
- Ordinance Number 2464 – An Ordinance Amending Ordinance Number 2427 Regarding Traffic Education (*public hearing*)
- Ordinance Number 2465 – An Ordinance Establishing And Creating The Collision Avoidance Training Program For The City Of Vestavia Hills (*public hearing*)

CITIZENS COMMENTS

Pat Dewees, Asbury Drive, expressed his concern about businesses closing in Cahaba Heights.

MOTION Motion to recess this meeting until September 23, 2013 at 5:00 p.m. in order to resume the public hearings of Resolution Numbers 4494 and 4495 and to take those resolutions from the table at that time was by Mr. Ammons and second was by Mr. Pierce. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

Meeting recessed at 7:16 PM.

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 9, 2013

(reconvened September 23, 2013; 5:00 PM)

The City Council of Vestavia Hills reconvened in regular session on September 23, 2013 at 5:00 PM (reconvened from September 9, 2013). The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Keith Blanton, Building Official
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Melvin Turner III, Finance Director
George Sawaya, Dep. Finance Director
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Jim St. John, Fire Chief
Greg Gilchrist, Fire Marshal

The Vestavia Hills Park and Recreation Foundation presented a check to the City representing funds collected for assistance with construction of the Sicard Hollow Fields.

OLD BUSINESS

RESOLUTION NUMBER 4494

Resolution Number 4494 – A Resolution Ordering The Demolition Of A Building Or Structure Located At 3128 Autumn Court, Vestavia Hills, Alabama, Parcel Id# 28-15-4-016-009.000, In Compliance With Sections 11-40-30

Through 11-40-36, Sections 11-53b-1 Through 11-53b-16, Inclusive, Of The Code Of Alabama, And In Compliance With Ordinance Number 2382 Of The City Of Vestavia Hills, Alabama; And Calling For The City Of Vestavia Hills To Cause Said Demolition To Be Performed And Directing The City Attorney And The City Clerk To Cause The Cost Of Such Demolition To Be Charged Against The Land On Which The Building Or Structure Exists As A Municipal Lien Or Cause Such Cost To Be Recovered In A Suit At Law Against The Owner Or Owners (public hearing)

The Mayor indicated this resolution and the corresponding public hearing were tabled at the meeting to be resumed this evening by motion of the City Council. He reopened the issue for discussion and relinquished the floor to Ben Goldman, Hand Arendall.

Mr. Goldman stated that packets have been submitted to the Mayor and Council in support of the demolition of 3128 Autumn Court. A copy of the packet is available for public inspection in the office of the City Clerk. He indicated that the owner's attorney, Trip Galloway, is present for this hearing. Mr. Goldman stated that the owner has indicated her willingness to demolish the structure but has requested an agreement to postpone pursuant to a draft agreement. He stated the Council can continue this using the administrative deferral and that the owner would be willing to work this out within that timeframe.

Mr. Pierce stated this has taken a long time to get here and asked why the extra time is needed. Mr. Galloway stated that the owner is working with some potential purchasers for the property but is committed to demolishing it within the 120 days.

The Mayor opened the floor for a motion to include the agreement.

MOTION Motion was made by Mr. Henley to amend the resolution to include and to be limited by the proposed demolition postponement agreement. Second was by Mr. Pierce. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons - yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4495

Resolution Number 4495 – A Resolution Ordering The Demolition Of A Building Or Structure Located At 1939 Old Creek Trail, Vestavia Hills, Alabama, Parcel Id# 28-30-2-014-001.000, In Compliance With Sections 11-40-30 Through 11-40-36, Sections 11-53b-1 Through 11-53b-16, Inclusive, Of The Code Of Alabama, And In Compliance With Ordinance Number 2382 Of The City Of Vestavia Hills, Alabama; And Calling For The City Of Vestavia Hills To Cause Said Demolition To Be Performed And Directing The City Attorney And The City Clerk To Cause The Cost Of Such Demolition To Be Charged Against The Land On Which The Building Or Structure Exists As A Municipal Lien Or Cause Such Cost To Be Recovered In A Suit At Law Against The Owner Or Owners (public hearing)

The Mayor indicated this resolution and the corresponding public hearing was also tabled at the meeting of September 9, 2013 to be resumed this evening by motion of the City Council. He reopened the issue for discussion and relinquished the floor to Ben Goldman, Hand Arendall.

Mr. Goldman stated that packets have been submitted to the Mayor and Council in support of the demolition of 1939 Old Creek Trail. A copy of the packet is available for public inspection in the office of the City Clerk. The owner, Denise Hopkins, and the owner's attorney, Emory Anthony were both present for this hearing. Reid Manley, the attorney for the mortgage holder, was also in attendance.

Mr. Goldman stated that the City Clerk has just given him and the City Council a copy of a protest that was filed by the property owner several minutes before the beginning of this hearing. Mr. Goldman asked that the City Council give due consideration to the written objection. A copy of the written objection is available for public inspection in the office of the City Clerk.

Mr. Goldman gave a brief background on the history of this structure which was destroyed by a fire in November 2011. Permits were issued to repair the home located on the property, but when the Building Official visited the property, he determined settlement in the foundation which could compromise the building and requested a remediation plan under a licensed and registered structural engineer's seal from the owner. He indicated that the Building Official received a structural engineer's report. However, the report was issued by the Insurance Company's engineer and did not address the corrective issues to stabilize the home. Rather, the report focused on whether the structural defects were caused by the November 2011 fire. Again, the Building Official requested the information, but the owner never submitted that information. Mr. Goldman stated that when the Building Official went out again because there appeared to be signs that the property was not secured and there had been individuals on the premises, he noticed continued settlement and instability in the walls and foundation and feels the property needs remediation immediately.

Keith Blanton, Building Official, testified that, in his opinion, the structure is unsafe to the extent that it is a public nuisance, an attractive nuisance, and considered a public safety hazard. The building and the premises are continuing to deteriorate. He stated he has noticed severe settlement to the point that the walls are beginning to “bubble” which poses structural issues. He stated that during his last visit, the settlement had progressed and he was concerned that there appeared to have been persons in and around the dwelling. He stated that he reported this deteriorating condition to the homeowner, but she has not responded with an appropriate plan to address the structural concerns for the building. Mr. Blanton reaffirmed his findings in the documents that he utilized to initiate the demolition process. In Mr. Blanton’s opinion, the building and its premises are both unsafe and dangerous within the meanings of the technical codes adopted by the City. Mr. Blanton explained several reasons for why the building and the premises are both unsafe and dangerous. Also, Mr. Blanton verified that the property can be seen from Highway 31. Therefore, it has been a constant source of complaints from citizens who are concerned with the condition of the building and the premises and the length of time that they have remained in their present condition.

Greg Gilchrist, Fire Marshal, testified that the fire destroyed the residence to the point that it now represents a safety hazard and an attractive nuisance. The building poses a fire hazard. He testified about several ways that the building is a fire hazard within the meaning of the technical codes adopted by the City.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – abstained
Mr. Sharp – yes	Mr. Ammons - yes
Mayor Zaragoza – yes	Motion carried.

There being no further business, the Mayor opened the floor for a motion to adjourn.

MOTION Motion to adjourn was by Mr. Ammons with a second by Mr. Pierce. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons - yes
Mayor Zaragoza – yes	Motion carried.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
MEETING WITH THE MAYOR
MINUTES

SEPTEMBER 19, 2013

The City Council of Vestavia Hills met in a regularly scheduled Meeting with the Mayor on this date at 4:30 PM following posting/publication pursuant to Alabama law. The Mayor called the meeting to order and the roll was checked with the following:

MEMBERS PRESENT: Alberto Zaragoza, Mayor
Steve Ammons, Mayor Pro-Tem
John Henley
Jim Sharp

MEMBERS ABSENT: George Pierce

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager
Jim St. John, Interim City Manager
Dan Rary, Chief of Police
Rebecca Leavings, City Clerk

The Mayor opened the meeting and welcomed the persons in attendance.

Ms. Leavings gave the Council a brief background concerning a proposed amendment to the City's solicitation ordinance regarding the size and/or location of subdivision signs and some street name studies and/or revisions that will be occurring on certain streets.

Mr. Downes gave an update on projects that he has identified and is concentrating on within the City and briefed the Council on upcoming issues.

Chief Rary gave the Council an update on some upcoming agenda items.

The Mayor discussed with the Council several topics/updates with the Council.

There being no further business, the meeting adjourned at 6:00 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 23, 2013

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Melvin Turner III, Finance Director
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Jim St. John, Fire Chief

Invocation was given by Mr. Ammons, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- The Mayor welcomed Joseph and Benjamin Phillips, 433 O'Neal Drive. Both are Boy Scouts from Troop 555 attending for a merit badge.

CITY MANAGER REPORT

- Mr. Downes stated that the application for the flood mitigation grant was submitted on time. He stated that the buyout total came to an estimated \$2,057,000 with the City's mate being about \$263,000.
- The City's pothole patcher was delivered and the Public Services staff has been training on the equipment. He reported that they can now transport and keep 4 tons of asphalt and patch many areas of town when before, they were limited to 1

- ton which they were unable to keep heated. This will improve the patching of potholes.
- The contract for the e-café at the Library in the Forest will soon expire and not be renewed. Mr. Downes indicated that the Library Board is considering several options for the space.
 - October is Breast Cancer Awareness Month and the Fire Department will be showing support with their annual t-shirt campaign. Shirts will be sold to anyone wishing to support this endeavor for \$15.

Mr. Pierce stated he hopes the City will make the pothole patcher available to sister cities if needed.

COUNCILOR REPORTS

- Mr. Ammons announced the annual “National Night Out” to be held October 1, 2013 at the Vestavia Hills United Methodist Church. He stated the lights on both gateways will turn to blue on Tuesday in honor of those who have fallen in the line of duty.
 - Lt. Gilham named the sponsors, described some of the planned activities and invited everyone to attend.
- Mr. Henley thanked all the supporters of Rachel’s Challenge. He indicated that the event was a great success.
- Mr. Pierce recognized several Chamber representatives in the audience including Karen Odle and Lisa Christopher. He stated that the Chamber sends a representative to every Council meeting and he welcomes their attendance.
- The Mayor wished Mr. Sharp a happy birthday.
- The Mayor stated that a ceremony was held last Friday to commemorate the winning record of Coach Buddy Anderson for more than 300 wins. He stated that Coach Anderson was also recognized by the State of Alabama.
- The Mayor reported that the annual e-recycling and shredding day was a great success despite the rain. The event was well attended and the Mayor thanked the Chamber for assisting with the endeavor.

PROCLAMATION

The Mayor presented a proclamation designating the week of October 6-12, 2013 as “Fire Prevention Week.” Mr. Downes read the proclamation and the Mayor presented it to Lt. Don Williamson of the Vestavia Hills Fire Department.

FINANCIAL REPORT

Mr. Turner presented the financial reports for the month of August 2013. He read and explained the balances.

Mr. Ammons commended Mr. Turner for his analysis of the Financial Reports and the ability of his staff to keep the records ready for the auditors to review every year.

OLD BUSINESS

RESOLUTION NUMBER 4505

Resolution Number 4505 – A Resolution Accepting Bids For Non-Athletic Grounds Maintenance For Parks And Recreation And Vestavia Hills Library In The Forest

MOTION Motion to approve Resolution Number 4505 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes explained that this Resolution accepts a bid for non-athletic grounds maintenance. He stated that the bid was crafted to allow multiple vendors and alternates. After review, recommendation was made to accept the base bid from TruGreen and all of the alternates with the exception of alternate 5 from Natural Effects. He stated that even though there could have been some savings by going with a third vendor, it was determined it was in the best public interest to simply use the two vendors recommended. Mr. Downes stated that he supports that recommendation.

Mr. Pierce asked if this includes the medians on Montgomery Highway.

Mr. Davis stated that Public Services will continue to do the medians on the Highway.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons - yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4507

Resolution Number 4507 – A Resolution Authorizing The City Manager To Remit Payment On An Invoice For Additional Sewer Capacity Adjustments To Enviro Services LLC For Sewer Services To The Liberty Park Sports Complex (*public hearing*)

MOTION Motion to approve Resolution Number 4507 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that the City entered into a contract about 14 years ago for sewer service to the Liberty Park Sports Complex. He explained that about a year ago, it was discovered that there was an error in the estimated sewage from the property. Studies were done by Enviro in concert with City employees to determine if there had been leaks or other reasons for the usage and no problems were found. It was later determined that the City owes the arrearage.

Mr. Boone stated that he has reviewed the documentation and recommended that the City pay the arrearage.

Discussion ensued relative to the length of time that the error went undetected and whether or not there was a way to ensure it never happens again. Mr. Davis stated his staff will physically view the meters and attempt to keep a better track of water usage. He also stated that the City put in a private meter for irrigation so that wouldn't be counted toward the sewer usage.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked how the usage was metered.

Mr. Davis stated that they meter it by water usage.

There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons - yes

Mayor Zaragoza – yes

Motion carried.

ORDINANCE NUMBER 2464

**Ordinance Number 2464 – An Ordinance Amending Ordinance Number 2427
Regarding Traffic Education (*public hearing*)**

MOTION Motion to approve Ordinance Number 2464 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes explained that this is a re-write of a recent Ordinance that created a traffic school for the courts. He stated that it reallocates the funding in the Ordinance to allow some of the funding to drop into the general fund. It also allows for the proceeds to be used toward some police training.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - abstained
Mayor Zaragoza – yes Motion carried.

ORDINANCE NUMBER 2465

Ordinance Number 2465 – An Ordinance Establishing And Creating The Collision Avoidance Training Program For The City Of Vestavia Hills (*public hearing*)

MOTION Motion to approve Ordinance Number 2465 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes explained that this Ordinance creates a Collision Avoidance Training course for the City.

Chief Rary stated that the City has been teaching the course for years but the registration for the course ran through a business in Florida. Many parents were having difficulty getting their children registered for the course and this allows the City to bring the registration and payment in-house.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked when and where the classes would be held.

Chief Rary stated that they are at various parking lots and done when needed.

There being no else one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons - abstained
Mayor Zaragoza – yes Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4508

Resolution Number 4508 – A Resolution Approving An Alcohol License For T Waynes BBQ Smokehouse LLC d/b/a T Waynes BBQ Smokehouse; Timothy Bridges, Executive

MOTION Motion to adopt Resolution Number 4508 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes explained that this Resolution approves an on-premise restaurant alcohol license for T Waynes, a BBQ restaurant located in Dolly Creek Station.

Timothy Bridges was present in regard to this request.

Chief Rary indicated that the Police Department found no problems with this request.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4509

Resolution Number 4509 - A Resolution Approving An Alcohol License For WCS Ventures, LLC D/B/A Candy's Wine Experience, 640 Olde Towne Road; Candace Layne West, Executive

MOTION Motion to adopt Resolution Number 4509 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes explained that this Resolution approves an on- or off-premise license for a new wine store located in Olde Towne.

Candace West was present in regard to this request.

Chief Rary indicated that the Police Department reviewed Ms. West's background and recommended further study by the Council.

The Mayor asked Ms. West to respond.

Ms. West stated that her request is to open a wine store in Olde Towne. She explained that all sales will be off-premise with a one time a week wine tasting done on-premise. She stated that recently she made a couple of bad decisions and ended up with a public intoxication case in Vestavia Hills and has a DUI case pending in Homewood. She claimed responsibility for both and indicated that she made some mistakes but there'd be no problems at this location. She stated that her hours would be 11 AM to 7 PM and there were no employees to train.

Discussion ensued relative to Ms. West's recent police record, serving and selling of alcohol, etc.

The Mayor opened the floor for a public hearing. There being no one to speak to this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – no	Mr. Henley – no
Mr. Ammons – no	Mr. Sharp – no
Mayor Zaragoza – no	Motion failed.

RESOLUTION NUMBER 4510

Resolution Number 4510 – A Resolution Declaring Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

MOTION Motion to adopt Resolution Number 4510 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this Resolution declares some property from Public Services as surplus to allow the sale of said items on GovDeals.com. He indicated that the equipment is beyond its useful life and recommended approval.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4511

Resolution Number 4511 - A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Retail Strategies For Economic Development Consulting Services

MOTION Motion to adopt Resolution Number 4511 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this Resolution is the first part of building his new Economic Development team. This company has a group of specialists in all areas to assist in bringing new developments and new businesses to the City. This is a three-year agreement but he stated he has negotiated an option to allow termination of the agreement after the initial 12-month period if the Council sees fit to do so. In that, Mr. Downes asked the Council to amend the Resolution to reflect the true termination and read the new Section 13 aloud.

Mr. Boone stated that he reviewed the agreement and found no problems.

The Mayor opened the floor for a motion to amend Section 13 to reflect termination after the initial 12 months.

MOTION Motion to amend Section 13 of the attached agreement to allow termination after the initial 12-month period was by Mr. Pierce and second was by Mr. Ammons. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

RESOLUTION NUMBER 4512

Resolution Number 4512 – A Resolution authorizing the City Manager to execute and deliver a Memorandum of Understanding (MOU) with the Vestavia Hills Chamber of Commerce for Economic Development Services

MOTION Motion to adopt Resolution Number 4512 was by Mr. Sharp and second was by Mr. Henley.

Mr. Downes stated that this Resolution is the second part of building his new Economic Development team. He indicated that he has worked out a memorandum of understanding (MOU) with the Chamber of Commerce for certain duties in assisting the building of the Economic Development of this City. A copy of the MOU is located within the agenda packet.

Karen Odle, Executive Director of the Chamber of Commerce, stated that they are all excited by the prospect and that the MOU was approved unanimously by their Board.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4513

Resolution Number 4513 - A Resolution Authorizing The City Manager To Execute And Deliver An Authorization to Bind Insurance Coverage With J. Smith Lanier And Company For Excess Liability Insurance Coverage And Automobile Physical Damage Coverage

MOTION Motion to adopt Resolution Number 4513 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes explained that October 1 is the renewal date for the City's insurance policies. He indicated that he has studied the current policies and worked with insurance carriers to switch the City to States Insurance under the broker J. Smith Lanier. He introduced Matt Rainer from J. Smith Lanier and explained the terms and conditions of that type of insurance. He also stated that the City would remain with Chubb for property liability and work with Atlantis Specialty for auto. This will result in an estimated annual savings of \$20,000 +/- which will be put toward the deductible to build the retention. This initial coverage is for a 1-year term.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4514

Resolution Number 4514 - A Resolution Changing The Date Of The First City Council Meeting In November From November 11, 2013 To November 13, 2013

MOTION Motion to adopt Resolution Number 4514 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes explained that this Resolution changes the date of the first meeting in November which is scheduled for November 11, Veterans Day. This moves the meeting to November 13, 2013.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council’s next regularly scheduled meeting on October 14, 2013 at 5 PM.

- Ordinance Number 2466 – An Ordinance Finding And Determining That Real Property Owned By The City Of Vestavia Hills, Alabama Being Approximately 1.66 +/- Acres Of The Property Located At 1112 Montgomery Highway And An Approximately 22, 000 Square Foot Building Located On The Property Is Not Needed For Public Or Municipal Purposes; To Accept An Offer By Commercial Reality Partners, LLC (*public hearing*)

CITIZENS COMMENTS

None.

EXECUTIVE SESSION

The Mayor stated that the Council needed to enter into Executive Session for an estimated 30 minutes to discuss pending litigation. Mr. Boone concurred that was a legal reason to enter into the Session. The Mayor opened the floor for a motion:

MOTION Motion to move into Executive Session for an estimated 30 minutes to discuss pending litigation was by Mr. Pierce and second was by Mr. Sharp. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

The Council exited the Chamber and entered into Executive Session at 6:50 PM. At 7:30 PM, the Council re-entered the Chamber and the Mayor called the meeting back to order.

MOTION Motion to adjourn was by Mr. Henley and second was by Mr. Ammons.
Meeting adjourned at 7:32 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2466

AN ORDINANCE FINDING AND DETERMINING THAT REAL PROPERTY OWNED BY THE CITY OF VESTAVIA HILLS, ALABAMA BEING APPROXIMATELY 1.66± ACRES OF THE PROPERTY LOCATED AT 1112 MONTGOMERY HIGHWAY AND AN APPROXIMATELY 22,000 SQUARE FOOT BUILDING LOCATED ON THE PROPERTY (“PROPERTY”) IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES; TO ACCEPT AN OFFER BY COMMERCIAL REALTY PARTNERS, LLC AND/OR ASSIGNS, AN ALABAMA LIMITED LIABILITY COMPANY OR ITS ASSIGNS (“THE PURCHASER”) TO PURCHASE THE PROPERTY FOR SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) AND TO AUTHORIZE AND DIRECT THE MAYOR AND CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

THIS ORDINANCE NUMBER 2466 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 14th day of October, 2013.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“City”) is the owner of a parcel of land situated in the City of Vestavia Hills, Jefferson County, Alabama commonly referred to as the former Library property; and

WHEREAS, Commercial Realty Partners, LLC and/or Assigns, an Alabama Limited Liability Company or its Assigns (“Purchasers”) has offered to purchase from the City the property consisting of approximately 1.66 +/- acres with all improvements located on the property for a price of Seven Hundred and Fifty Dollars Thousand (\$750,000.00) (“offer”) in a Purchase and Sale Agreement (“Agreement”) a copy of which is marked as “Exhibit A,” attached to and incorporated into this Ordinance Number 2466 as though written fully therein; and

WHEREAS, the City finds and determines that it is willing to accept the offer by the Purchasers; and

WHEREAS, Title 11-47-20, *Code of Alabama, 1975*, reads as follows:

“The governing body of any city or town in this state may, by ordinance to be entered on its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the mayor to make title thereto, and a conveyance made by the mayor in accordance with such ordinance invests the grantee with the title of the municipality,” and

WHEREAS, Title 11-47-5, *Code of Alabama, 1975*, reads as follows:

“Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for the ordinary needs of the municipality;” and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama finds and determines that the Property is not needed for municipal or public purposes; and

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

1. The Property, more particularly described in Section 3 below, is hereby found and determined not to be needed for public or municipal purposes by the City of Vestavia Hills, Alabama and is hereby declared as surplus property all in accordance with the requirements of Title 11-47-20, *Code of Alabama, 1975*.

2. The Mayor and City Manager are hereby authorized to sell the Property described in paragraph 3 below for and in consideration of the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00).

3. The exact legal description of the Property (approximately 1.66± acres) is described as follows:

A parcel of land situated in the NE ¼ of the SW ¼ of Section 30, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the SW corner of said 1/4-1/4 Section run thence in an Easterly direction along the South line of same for a distance of 589.77 feet to the point of beginning of the parcel herein described; thence turn an angle to the left of 103 degrees 33 minutes 57 seconds and run in a Northwesterly direction for a distance of 206.63 feet; thence turn an angle to the right of 101 degrees 35 minutes 18 seconds and run in an easterly direction for a distance of 359.60 feet to a point on the westerly right-of-way of US Highway 31 said point being in a curve to the right having a radius of 3173.97 feet and a central angle of 3 degrees 54 minutes 57 seconds and being concave to the west with a chord which forms an interior angle of 98 degrees 29 minutes 45 seconds with the previous call; thence run along the arc of said curve in a right of way line in a southerly direction for a distance of 216.93 feet to the South line of said 1/4-1/4 section, the chord of said curve forming an interior angle of 79 degrees 31 minutes 36 seconds with said

South line of Said 1/4-1/4 section; thence run in a Westerly direction along said South line for a distance of 350.34 feet to the point of beginning.

5. Upon approval, adoption and enactment of this Ordinance Number 2466, the Mayor and City Manager are hereby authorized and directed to execute any and all documents necessary to close the sale of the Property to the Purchasers pursuant to the authority of Title 11-47-5, *Code of Alabama, 1975*.

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

7. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance which shall continue in full force and effect notwithstanding such holding.

DONE, ORDERED, APPROVED and ADOPTED, on this the 14th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2466 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 14th day of October, 2013 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT (this "Agreement" is entered into on or before as of this ____ day of September, 2013, by and between The City of Vestavia Hills, Alabama (the "Seller"), and Commercial Realty Partners, LLC and/or assigns, an Alabama limited liability company or its assigns (the "Purchaser").

Recitals

A. Seller is the owner of that certain parcel of improved real property, being known as the old Vestavia Hills library property comprised of +/- 1.66 acres and an approximate 22,000 square foot building, located at 1112 Montgomery Highway in Vestavia Hills, Alabama, as depicted on the attached Exhibit A and made a part hereof (the "Property").

B. Purchaser desires to purchase the Property, and Seller desires to sell the Property, pursuant to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Purchase Price; Closing Date. The purchase price for the Property shall be \$750,000.00 (the "Purchase Price"), to be paid as hereinafter provided. The closing of the sale and purchase of the Property (the "Closing") shall occur on the Closing Date, as defined in paragraph 5.

2. Earnest Money; Inspection Period. No later than three (3) business days after the Effective Date (defined in Section 24 hereof), Purchaser shall pay to Seller immediately available funds in the amount of \$1,000.00 (the "Earnest Money"), to be held and disbursed by the Seller in accordance with the terms of this Agreement. Commencing on the Effective Date, Purchaser shall have 90 days (the "Inspection Period") to perform such inspections as Purchaser deems necessary to evaluate the Property, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from any and all claims, damages and losses, including attorney fees, arising from such inspections. If Purchaser deems any inspection unsatisfactory, for any reason or no reason, Purchaser shall have the right to terminate this Agreement prior to the end of the Inspection Period, by written notice to Seller received prior to the end of the Inspection Period, and receive a full refund of the Earnest Money. If Purchaser does not terminate this Agreement prior to the end of the Inspection Period, all inspections shall be deemed satisfactory, and the parties shall proceed to Closing.

3. Application of Earnest Money. Unless this Agreement is terminated prior to the end of the Inspection Period, the Earnest Money shall become non-refundable and shall be applied to the Purchase Price to be paid by Purchaser at Closing.

4. Possession. Seller shall deliver possession of the Property to Purchaser on the Closing Date.

5. Place and Date of Closing. The Closing shall be on or before the date which is 30 days following the end of the Inspection Period. The actual date of Closing is referred to herein as the "Closing Date". Time shall be of the essence with respect to the Closing Date.

6. Conveyance. Seller shall convey to Purchaser good and marketable fee simple title to the Property by general warranty deed.

7. Costs and Fees. Purchaser shall pay all other costs and fees related to closing including any updated survey, appraisal, environmental audits, title, mortgage tax, recording fees, etc. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement and the sale and purchase of the Property. All taxes will be prorated as of the day of closing.

Seller agrees to provide its most recent survey of the Property to Seller, together with other readily accessible reports, easements and other agreements relating to the Property now in Seller's possession, all within five (5) business days from the Effective Date.

8. Option to Extend Inspection Period. The Purchaser may, at their sole discretion, extend the original ninety (90) day Inspection Period by an additional ninety (90) days by notifying the Seller, in writing, at least fourteen days prior to end of existing Inspection Period and paying the Seller the amount of \$9,000.00 for the ninety (90) day extension. This extension payment is a fee which does not apply to the purchase and are non-refundable.

9. Representations and Warranties of Seller. To induce Purchaser to enter into this Agreement, Seller makes the following representations and warranties, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the Closing Date:

(a) Seller has full power and authority to enter into this Agreement and to perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action, except for the approval by the Seller of the Company (as defined in Section 25, Closing Condition One) submitted by the Purchaser.

(c) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. Seller warrants it is the fee owner of the Property or is authorized to execute this document for the fee owner.

(d) Seller has no actual knowledge that the Property has in the past been used or is presently used for the handling, storage, manufacturing, refining, transportation or disposal

of “toxic material”, “hazardous substances” or “hazardous waste”. The terms “hazardous wastes”, “hazardous substances”, and “toxic material” include, without limitation, any flammable explosives, radioactive materials, hazard materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42USC§1801 et seq), the Resource Conservation and Recovery Act, as amended (42USC§9601 et seq), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

(e) Seller shall neither market the Property for sale nor enter into a “back-up” contract with any other party for said Property throughout the term of this Agreement.

At Closing, Seller shall be deemed to have represented and warranted to Purchaser that Seller’s representations and warranties as stated herein are true and correct as of the Closing. Purchaser shall have the right, at its expense, to have a Phase 1 ESA performed on the Property.

THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

10. Documents for Closing.

(a) Seller, at Seller’s sole cost and expense, shall deliver or cause to be delivered to Purchaser the following documents (the “Closing Documents”):

- (i) The Deed;
- (ii) A certificate of non-foreign status to insure Seller’s compliance with Foreign Investment in Real Property Tax Act (“FIRPTA”) (Section 1445 of the Internal Revenue Code of 1986, as amended) in the form attached hereto as Exhibit B;
- (iii) Such additional documents and instruments as the title company may reasonably require to transfer Seller’s interest in the Property pursuant to the terms of this Agreement, each of which shall be in form and substance reasonably satisfactory to Seller.

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller in accordance with the terms of this Agreement, the Purchase Price less the Earnest Money and prorations.

11. Default: Remedies. If Purchaser fails to perform its obligations under this Agreement within the time specified, Seller shall have the right to retain the Earnest Money as liquidated damages as its sole and exclusive remedy. If Seller fails to perform any of the covenants of this Agreement, then the Earnest Money paid by Purchaser shall be returned to Purchaser and

15. Number and Gender. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include a corporation, firm, partnership, joint venture, trust, or estate.

16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama.

17. Assignment. Purchaser may transfer, assign or encumber its rights and/or obligations under this Agreement without prior written consent of Seller, which approval may be withheld in Seller's sole and absolute discretion; provided, however, that Purchaser shall have the right to transfer and assign this Agreement to any entity which is controlled by Purchaser.

18. Survival. The representations, warranties and indemnities contained herein shall be deemed to have been made again by the parties as of the Closing Date, and shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, and shall not be affected by any investigation by or on behalf of Purchaser, or by any information which Purchaser may have obtained with respect thereto.

19. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breath permitted by law.

20. Waiver. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

21. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or such party's legal representative drafted such provision.

22. Broker. Seller and Purchaser shall indemnify each other against any and all claims for broker's fees, costs or commissions which might arise in connection with the purchase and sale of the Property as a result of either's action. The provisions of this Paragraph shall survive closing. Each party hereby represents to the other that it has not utilized the services of any real estate agent or broker in connection with this Agreement.

23. Patriot Act Representations. Seller and Purchaser each represent and warrant to the other that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly in behalf of any such person, group, entity, or nation.

24. Effective Date. The Effective Date of this Agreement is the date which is the sixth (6th) day following the posting of the ordinance approved and enacted by the City Council authorizing the directing the City Manager and the Mayor to sign the Agreement for and on behalf of the Seller.

25. Contingencies and Conditions for Closing. Anything contained in this Agreement to the contrary notwithstanding, this Agreement is subject to and contingent upon the completion and satisfaction of the following on or before the Seller is required to close this sale, thereafter referred to collectively as “Closing Conditions”:

(a) Closing Condition One: Title 11-47-20, Code of Alabama, 1975, reads as follows:

“The governing body of any city or town in this state may, by ordinance to be entered on its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the mayor to make title thereto, and a conveyance made by the mayor in accordance with such ordinance invests the grantee with the title of the municipality.”

In order for the seller to be required to close this sale pursuant to this Agreement, the City Council shall first make a determination, on or before the Effective Date set forth in Paragraph 24 hereof, that the Property is no longer needed for public or municipal purposes. If the City Council fails or refuses to make a determination that the Property is no longer needed for public or municipal purposes as aforesaid, then in such event the Seller shall not be required to close this sale and this Agreement shall be automatically terminated, be null and void and of no legal force and effect.

(b) Closing Condition Two: The Purchaser shall, on or before ninety (90) days from the Effective Date, produce to Seller a tenant or company (the “Company” or the “Tenant”) that will, prior to the end of said ninety (90) day period provide written confirmation to the Seller stating that it, the Company, pending and in accordance with a fully executed commercial lease with Purchaser, and provided this Agreement closes and the Company actually opens for business:

- (i) Will locate within the corporate boundaries of the City of Vestavia Hills and open and operate a commercial retail sales business on the Property; and
- (ii) Will purchase from Seller a business license the cost of which shall be based upon a fee and percentage of gross retail sales; and
- (iii) Will be engaged in the commercial business of retail sales, more specifically a sit-down restaurant; and

- (iv) Expects to generate annual retail sales in an amount necessary to collect and pay over to the City annually municipal sales tax revenue, (which is presently calculated at three percent (3%) of gross retail sales) sufficient to justify, in the sole opinion of Seller, selling the Property at less than the 2013 appraised value.

In order for the Seller to be required to close this sale pursuant to this Agreement, the City Council shall first accept, agree and approve the Company to locate and operate in the City of Vestavia Hills as completion and satisfaction of this Closing Condition Two. The acceptance by the Seller shall be in writing and approved by the enactment of a resolution at a public hearing, all within fourteen (14) days from Purchaser's submission of a Company to Seller for its approval or disapproval. In addition, Purchaser will use best effort to provide Seller will all market data collected and obtained during the ninety (90) day Inspection Period.

Purchaser and Seller agree that the Seller shall have the sole, unfettered and absolute discretion to approve or disapprove the Company offered by Purchaser in an effort to complete and satisfy this Closing Condition Two. If the City Council fails or refuses to accept the Company as completion and satisfaction of this Closing Condition Two, then in such event the Seller shall have no legal obligation to close this sale and this Agreement shall be automatically terminated, be null and void and of no legal force and effect and the Earnest Money shall be immediately returned to Purchaser.

Anything to the contrary in this Closing Condition Two notwithstanding, Purchaser shall have ninety (90) days from the Effective Date to continue to submit prospective tenants to Seller for Seller's approval or disapproval. If after said ninety (90) day period Seller has not approved of a Company, then and only then shall the Seller have the right but not the obligation to terminate the Agreement by immediately refunding the Earnest Money to Purchaser.

- (c) Closing Condition Three: Seller shall have no legal obligation to close this sale unless and until the Property is rezoned by the City of Vestavia Hills so as to permit the contemplated use by the Purchaser or Company referred to in Closing Condition Two. If the property is not rezoned as aforesaid, then in such event the Seller shall have no obligation to close the sale of the Property and this Agreement shall be automatically terminated, be null and void and of no force and effect and the Earnest Money shall be immediately returned to Purchaser.
- (d) Closing Condition Four: If the sale of the Property is not closed on or before the closing Date, then in such event this Agreement shall automatically be terminated, cancelled, null and void and of no legal force or effect.

The Seller shall have no legal obligation to close this sale unless and until all four Closing Conditions have been completed and satisfied, then in such event this Agreement shall be

automatically terminated and of no legal force and effect and the Earnest Money shall be immediately refunded to Purchaser.

26. Condition of the Property. The Property is sold in “as is condition with any and all faults”. Purchaser expressly acknowledges and agrees that Seller makes no representations or warranties regarding the condition of the Property, except to the extent expressly and specifically set forth herein.

27. Construction of Terms: Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first above written.

SELLER:

THE CITY OF VESTAVIA HILLS, ALABAMA

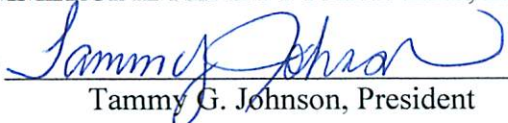
BY: _____
Jeff Downes, City Manager

BY: _____
Alberto C. Zaragoza, Jr., Mayor

WITNESS: _____

PURCHASER:

COMMERCIAL REALTY PARTNERS, LLC

BY: 
Tammy G. Johnson, President


WITNESS: 

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 30, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Form the Southwest corner of said quarter-quarter section run thence in an Easterly direction along the South line of same for a distance of 589.77 feet to the point of beginning of the parcel herein described; thence turn an angle to the left of 103 degrees 33 minutes 57 seconds and run in a Northwesterly direction for a distance of 206.63 feet; thence turn an angle to the right of 101 degrees 35 minutes 18 seconds and run in an Easterly direction for a distance of 359.60 feet to a point on the Westerly right-of-way of U.S. Highway 31, said point being in a curve to the right having a radius of 3173.97 feet and a central angle of 3 degrees 54 minutes 57 seconds and being concave to the West with a chord which forms an interior angle of 98 degrees 29 minutes 45 seconds with the previous call; thence run along the arc of said curve in said right-of-way line in a southerly direction for a distance of 216.93 feet to the South line of said quarter-quarter section, the chord of said curve forming an interior angle of 79 degrees 31 minutes 36 seconds with said South line of said quarter-quarter section; thence run in a Westerly direction along said South line for a distance of 350.34 feet to the point of beginning.

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

September 19, 2013

By Hand Delivery

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

Re: Contract for the Sale of the Old Library Property

Mr. Downes:

On September 13, 2013, you furnished me with a copy of a Purchase and Sale Agreement by and between the City of Vestavia Hills, Alabama ("Seller") and Commercial Realty Partners, LLC and/or assigns, an Alabama limited liability company ("Purchaser") with a request that I review the agreement ("Agreement") and provide you with my written legal opinion. The purpose of this letter is to respond to your request.

I. FACTS

A. THE PROPERTY:

1. **Street Address:** 1112 Montgomery Highway, Vestavia Hills, Alabama.

2. **Legal Description:** A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 30, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: From the Southwest corner of said quarter-quarter section run thence in an Easterly direction along the South line of same for a distance of 589.77 feet to the point of beginning of the parcel herein described; thence turn an angle to the left of 103 degrees 33 minutes 57 seconds and run in a Northwesterly direction for a distance of 206.63 feet; thence turn an angle to the right of 101 degrees 35 minutes 18 seconds and run in an Easterly direction for a distance of 359.60 feet to a point on the Westerly right-of-way of U.S. Highway 31, said point being in a curve to the right having a radius of 3173.97 feet and a central angle of 3 degrees 54 minutes 57 seconds and being concave to the West with a chord which forms an interior angle of 98 degrees 29 minutes 45 seconds with the previous call; thence run along the arc of said curve in said right-of-way line in a southerly direction for a distance of 216.93 feet to the South line of said quarter-quarter section, the chord of said curve forming an

interior angle of 79 degrees 31 minutes 36 seconds with said South line of said quarter-quarter section; thence run in a Westerly direction along said South line for a distance of 350.34 feet to the point of beginning.

3. **Owner of Property Prior to August 19, 2005:** HealthSouth Medical Center, Inc. ("HMC") owned the property prior to August 19, 2005.

4. **Ground Lease Agreement:** On February 10, 1994, HealthSouth Medical Center, Inc., as Lessor, and the City of Vestavia Hills, Alabama ("City"), as Lessee, entered into a Ground Lease Agreement whereby HMC leased the property to the City for a period of thirty years for a total annual rental of \$10.00 per year provided that the property be used for a public library and not for any purposes other than a public library.

5. **Amended and Restated Ground Lease Agreement:** On January 1, 1998, HMC, as Lessor, and the City, as Lessee, entered into an Amended and Restated Ground Lease Agreement whereby the City leased the property for a period of thirty years with an annual rental of \$10.00 per year and an option to purchase the property at the end of the term for \$110.00.

6. **Termination of Ground Lease as Amended and Restated** On August 2, 2005, HMC and the City entered into an Agreement to Terminate the Ground Lease Agreement as Amended and Restated, which said Agreement was filed in the office of the Judge of Probate of Jefferson County, Alabama and recorded at Instrument 200511/9611. The Agreement provided, among other things, as follows:

“(a) The Ground Lease Agreement, dated February 10, 1994, is hereby terminated, cancelled and shall have no force and effect.

“(b) The Amended and Restated Ground Lease Agreement, dated April 21, 1998, is hereby terminated, cancelled and shall have no force and effect.”

7. **Conveyance of Property to City:** On August 19, 2005, HMC conveyed the property to the City for and in consideration of \$710.00 by virtue of that certain Corporation Quitclaim Deed, dated August 19, 2005, which said Deed was filed in the office of the Judge of Probate of Jefferson County, Alabama on August 24, 2005 and recorded at Instrument 200511/9612.

8. **Appraisal:** On June 23, 2009, Wm. Scruggs & Associates appraised the property and established the market value at \$1,500,000.00.

9. **Zoning:** According to City Clerk Rebecca Leavings, the property presently has a B-1 commercial zoning classification.

B. USE OF PROPERTY BY THE CITY: The City used the property for public library purposes until December 12, 2010 when the new Vestavia Hills Library was completed.

C. THE PROPERTY IS FOR SALE: The City has vacated the property and it is now for sale. Three offers to purchase the property have been made and are discussed in Sections D, E and F below.

D. OFFER BY M&P PROPERTIES, LLC TO PURCHASE THE PROPERTY: On November 17, 2011, M&P Properties, LLC (M&P) offered to purchase the property for a total consideration of \$800,000.00. The offer was subject to and contingent upon M&P securing and the City approving a nationally recognized tenant or owner of the property (or another location) to operate a commercial retail sales business in the City that would generate municipal sales tax revenue in the range of \$70,000.00 to \$100,000.00 annually.

The City utilized the process set forth in Amendment 772 to *The Constitution of Alabama of 1901* (Article IV, §94.01) in its attempt to close the sale of the property to M&P. The reason that Amendment 772 was used was because the City had agreed to sell the property with an appraised value of \$1,500,000.00 to M&P for \$800,000.00.

M&P was not successful in providing a suitable tenant for the property and the sale was not closed. The contract was terminated.

E. OFFER BY HES INVESTMENTS, LLC TO PURCHASE THE PROPERTY: On September 17, 2012, HES Investments, LLC ("HES") offered to purchase the property for a total consideration of \$750,000.00. The offer was subject to and contingent upon HES securing and the City approving a nationally recognized tenant or owner of the property to operate a commercial retail sales business in the City that would generate sales tax revenue in the range of \$70,000.00 to \$100,000.00 annually.

The City utilized the process set forth in Amendment 772 to *The Constitution of Alabama of 1901* (Article IV, §94.01) in its attempt to close the sale of the property to HES. The reason that Amendment 772 was used was because the City had agreed to sell the property with an appraised value of \$1,500,000.00 to HES for \$750,000.00.

HES was not successful in providing a suitable tenant for the property and the sale was not closed. The contract was terminated.

F. SECOND APPRAISAL: Recently, Wm. Scruggs & Associates appraised the property and established the market value at \$825,000.00.

G. OFFER BY COMMERCIAL REALTY PARTNERS, LLC: Commercial Realty Partners, LLC ("CRP") offered to purchase the property for a total consideration of \$750,000.00 and submitted a Purchase and Sale Agreement ("Agreement").

II. LEGAL ISSUE ONE

May the City of Vestavia Hills legally sell the property for \$750,000.00 even though it has an appraised value of \$825,000.00?

A. ANSWER TO LEGAL ISSUE ONE: It is my legal opinion that the answer to Legal Question One is in the affirmative.

B. BASIS FOR LEGAL OPINION TO LEGAL ISSUE ONE:

(1) Market Value: The test of “market value” of property condemned is what it would reasonably have sold for in the market at the time and place under like conditions, and is the price the property will bring when offered for sale by a willing seller who is not forced to sell and is sought by willing buyer not required to buy after due consideration of all elements affecting value. *Popwell v. Shelby County*, 130 So.2d 170, 272 Ala. 287, 87 A.L.R.2d 1148. *Em Dom 131*.

(2) The Property Has Not Sold in Three Years: The property has been for sale for approximately three years and no prospective purchaser has been willing to close the sale during that period at a sales price of \$750,000.00.

(3) The City Council May Determine the Market Value: The City Council owns the property. In Alabama, an owner of property may give his opinion as to the fair market value of the property. *Wilson v. Hudson*, 429 So.2d 1090 (1983). The law further provides that there is no requirement that a witness be an expert in order to testify as to value. *Federal Mogul Corporation v. Universal Construction Company, et al*, 326 So.2d 716 (1979). Title 12-21-114, *Code of Alabama, 1975*, provides as follows:

“Direct testimony as to the market value is in the nature of opinion evidence; one need not be an expert or dealer in the article, but may testify as to value if he has had an opportunity for forming a correct opinion.”

Since the City Council owns the property, it can determine the value thereof.

(4) Supreme Court of Alabama: The Supreme Court of Alabama has decided three cases that have upheld leases and conveyances of real property by municipalities without requiring the municipality to prove that it has received a fair market value of the property (*O’Grady v. City of Hoover*, 519 So.2d 1292 (Ala.1987); *Williams v. Water Works and Sanitary Sewer Board of Montgomery*, 261 Ala. 460, 74 So.2d 814 (1954); and *Dothan Area Chamber of Commerce, Inc. v. Shely*, 561 So.2d 515 (Ala.1990). The rationale of those cases is that the Court is hesitant to examine the adequacy of the consideration received by the city, leaving that determination to the judgment of the city’s duly elected officials acting in good faith.

III. LEGAL ISSUE TWO

Is the City of Vestavia Hills required to utilize the procedure set forth in Amendment 772 of the *Constitution of Alabama of 1901* being Article IV, §94.01 in order to close the sale of this property?

A. **ANSWER TO LEGAL ISSUE TWO:** It is my legal opinion that the answer to Legal Question Two is in the negative.

B. **BASIS FOR LEGAL OPINION TO LEGAL ISSUE TWO:** The average of the three offers (\$800,000.00--\$750,000.00--\$750,000.00) is approximately \$766,666.00. In my opinion, that figure is closer to the market value than the estimated appraised value of \$825,000.00. Based on the fact that the property has been vacant for three years and nobody has rushed to buy it, it is my legal opinion that the City would not be granting Commercial Realty Partners a “thing of value” if the property sold and closed at a price of \$750,000.00.

Because no “thing of value” is being given to CRP, as Purchaser, it is my legal opinion that Amendment 772 to the *Constitution of Alabama of 1901* being Article IV, §94.01, is not required to be used in this sale.

IV. LEGAL ISSUE THREE

Does the proposed Real Estate Sales Contract meet the requirements of Alabama law?

A. **ANSWER TO LEGAL ISSUE THREE:** It is my legal opinion that the answer to Legal Question Three is in the affirmative.

B. **BASIS FOR LEGAL OPINION TO LEGAL ISSUE THREE:** I base my legal opinion upon the fact that none of the provisions of the proposed agreement violate Alabama law. Furthermore, the provisions and conditions of the agreement are reasonable and are basically consistent with the first two contracts that we had with M&P and HES.

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: Mayor Alberto C. Zaragoza, Jr. (by hand)
City Clerk Rebecca Leavings (by hand)

RESOLUTION NUMBER 4515

**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 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 and/or dispose of the above-referenced surplus personal property by negotiation with Brindlee Mountain Fire Apparatus as suggested in an Interoffice Memorandum dated October 7, 2013 from the Fire Chief to the City Manager, a copy of which is marked as Exhibit A, attached and incorporated into this Resolution Number 4515 as though written fully therein; and
2. If negotiations are unsuccessful with Brindlee Mountain Fire Apparatus for the resale of this vehicle, in such event the City Manager is hereby authorized to sell and/or dispose of the above-referenced surplus personal property in order to obtain the best resale value of said vehicle as he deems possible.
3. This Resolution Number 4515 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 14th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**VESTAVIA HILLS FIRE DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0225
(205) 978-0205 (FAX)**

**JAMES R. ST. JOHN
FIRE CHIEF**

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief
DATE: October 7, 2013
RE: Surplus pumper

The Fire Department has placed into service two new pumpers. I recommend that one of the vehicles they replaced, a 1993 Emergency One Model C867 pumper VIN 4ENNA81P1002759 with City of Vestavia Hills property tag # 16011, be sold as surplus.

Determining the value of this vehicle has been difficult; there is no "blue book" for used fire apparatus, dealers selling similar vehicles typically do not list prices in print or online and we have been unable to find comparable vehicles for sale by the owner through classified listings such as GovDeals.

One of the nation's larger brokers of used fire apparatus is located in North Alabama and was contacted about options for us to dispose of the vehicle and receive a fair price. Brindlee Mountain Fire Apparatus estimates the value at between \$25,000 and \$35,000. The broker provides estimates at no cost and also purchases trucks to resell and brokers trucks for sellers with a 10% commission. I recommend that by resolution the City Council authorize you to engage Brindlee Mountain Fire Apparatus to broker the truck with an asking price of \$32,000, and negotiate within the range of \$25,000 to \$32,000 for its sale.

RESOLUTION NUMBER 4516

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PLANNING AND DESIGN SERVICES OF THE UNDEVELOPED PORTIONS OF PATCHWORK FARMS

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

1. The City Manager is hereby authorized to execute and deliver an agreement with Goodwyn, Mills, Cawood, Inc. (GMC), and The Image Network, Inc., d/b/a Dover, Kohl & Partners (DKP) for consulting services to develop a conceptual plan for the Patchwork Farms undeveloped sites based on input during a public charrette and additional information provided by the City at a cost not to exceed \$28,000; and
2. A copy of said agreement is marked as “Exhibit A” and is attached to and incorporated into this Resolution Number 4516 as if written fully therein; and
3. This Resolution Number 4516 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of October, 2013.

Alberto C, Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Mr. Jeff Downes
City Manager
Vestavia Hills, Alabama

Re: Patchwork Farms
Master Plan

Dear Mr. Downes

This proposed agreement provides the basis for a proposal and authorization for the Patchwork Farms planning and the assistance to be provided by Consultant Inc. in association with Dover-Kohl and Skipper Consulting.

The purpose of this planning is to conduct a charrette planning/design process and complete a Master Plan for development of the property known as Patchwork Farms. Attached is the proposed scope of work, schedule and fee for this phase of master planning

Sincerely

Larry Watts
Director of Community Planning

CC. Jason King, DK and Partners

**AGREEMENT BETWEEN VESTAVIA HILLS
AND GOODWYN, MILLS, CAWOOD INC. IN ASSOCIATION WITH DOVER, KOHL & PARTNERS
FOR TOWN PLANNING SERVICES
for the Patchwork Farms Property**

THIS AGREEMENT (this "Agreement") made and entered into this ____ day of September, 2013 by and between the City of Vestavia Hill and Goodwyn, Mills Cawood Inc. (hereinafter called "Consultant" or GMC), in association with The Image Network, Inc., d/b/a Dover, Kohl & Partners.(sometimes referred to herein as DKP), per an agreement between GMC and DKP, to be attached as "Exhibit A". GMC will contract and coordinate with DKP for assistance in the following scope of services in accord with the provisions of Exhibit A. GMC will also coordinate the services required by Skipper Consulting as needed in the performance of the following scope.

Scope of Work and Services to be Provided

Task 1: Review Plans and Existing Information for Patchwork Farms and the City of Vestavia Hills

The Consultant will review previous plans for Patchwork Farms site submitted previously and a meeting arranged by City Staff with representatives from the City to discuss the plan. Consultant will collect information from previous plan and prepare necessary base mapping, a summary or information, etc. This will include the previous traffic studies, site plans and market studies as available. Consultant will prepare base maps, exhibits and summary package and other necessary materials for the charrette described in Task 2.

Task 2: Public Participation

The consultant, in association with DKP and Skipper Consulting will facilitate a hands-on exercise with the public and stakeholders. The exercise could include table-map and visual preference survey exercises with the public, including a 3 day charrette to determine a vision for the master plan.

Task 3: Conceptual Plan for Patchwork Hills

The consultant, in association with DKP staff, Jim Daugherty and Jason King, will prepare a conceptual plan for the Patchwork Hills site based on input during the charrette and additional information provided by the City.

Task 4: Rendering of the Conceptual Plan for Patchwork Hills

The consultant, primarily in association with DKP and Messers King and Daugherty, will provide a minimum of one (1) perspective drawing of Patchwork Farms Master Plan. The drawing shall be hand-drawn, rendered in color and (2) an image suitable to describe the character and vision for the development of the property.

Task 5: Powerpoint Presentation of the Conceptual Plan and Rendering for Patchwork Hills

The consultant, in association with DKP, will create a PowerPoint Presentation which describes the physical design of the conceptual plan and explains its attributes in accordance with New Urban design principles and the Vestavia Hills Land Development Regulations

Schedule

The above referenced tasks will be completed within 60 days and a final product delivered to the City.

Costs and Basis of Compensation

The costs for the above referenced tasks will be based on a not to exceed fee of \$28,000, subject to any additional services authorized in advance by mutual agreement. Such additional services will be based on an amendment to this authorization to proceed on an hourly basis based on the schedule of costs and fees attached.

Billing will be on a monthly basis based on acceptable progress reports.

In the event that significant changes or additional services are required, this work would be performed as additional work on an hourly basis, agreed to in advance by the City of Vestavia Hills and Consultant.

The following defines other provisions for compensation in return the scope of work described herein.

BASIC SERVICES

Consultant will provide the basic services described in the scope of work on an hourly, not to exceed basis according to the fees agreed to.

ADDITIONAL SERVICES

Where services are required outside of the basic services enumerated above, Consultant may provide additional services upon written request. Additional services represent any work that is not a part of the Basic Services. Should additional Services be required during this project, Consultant will provide said services for a mutually agreed upon amendment to this agreement.

Compensation for future phases of work is subject to further authorization.

The following table represents the hourly rates and expenses that may be charged for additional services, if agreed to in advance by Vestavia Hills and Consultant. Hourly rates of Skipper Consulting and DKP are subject to separate agreements between GMC and DKP and GMC and Skipper Consulting.

GMC HOURLY RATE SCHEDULE

Principal:	\$230.00/hour
Senior Architect/Engineer/Planner	\$180.00/hour
Architect/Engineer I	\$160.00/hour
Architect/Engineer II	\$140.00/hour
Architect/Engineer Intern I	\$120.00/hour
Architect/Engineer Intern II/Resource Analyst	\$100.00/hour
CADD Technical I	\$95.00/hour
CADD Technical II/Draftsman	\$80.00/hour
CADD Technical III	\$70.00/hour
Senior Engineering Technician	\$60.00/hour
Engineering Technician	\$50.00/hour
Inspector	\$70.00/hour
Administrative	\$70.00/hour

REIMBURSABLE EXPENSES

In the case of added services, beyond the initial agreement of services described, reimbursable expenses are project related expenses. The following expenses are considered reimbursable, and may be included on invoices at 1.2 times our cost, if approved in advance by gateway and CONSULTANT.

- *Printing*: All printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.

- *Travel Expenses:* All authorized travel expenses incurred by our employees including lodging and meals directly associated with the project.
- *Automobile Miles:* Out-of-town mileage incurred by our employees and associated with the project will be invoiced at \$0.456/mile.
- *Renderings and Models:* Professional renderings or models, only if authorized in advance
- *Consultant Expenses:* The reimbursable expenses of Consultants include travel expenses, printing costs for drawings transmitted to the Architect, out-of town mileage, lodging, out-of-town meals, and similar project related charges.
- *Other usual and customary expenses:* We do not consider telephone charges, faxing, scanning, in-house printing and copying, e-mail related expenses, etc. as reimbursable expenses

PAYMENT TERMS

Professional services will be invoiced monthly in accordance with the percentage completion for each component of the provided services. Payment is due 30 days from the invoice date, and is considered past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

The City of Vestavia Hills , Alabama

By: _____

Date: _____

City Manager Jeff Downs

City of Vestavia Hills , Alabama

Goodwyn, Mills, Cawood Inc.

By: _____

Date: _____

Jeffrey Brewer, Senior Vice President

Goodwyn, Mills, Cawood Inc.

Exhibit "A"

Agreement between Dover, Kohl and Partners and Goodwyn, Mills, Cawood Inc.

DKP shall perform the tasks as described in an agreement between the City of Vestavia Hills and Goodwyn, Mills, Cawood Inc., primarily during a three-day Public Charrette tentatively scheduled for October or November of 2013. James Dougherty, Director of Design and Jason King, are scheduled to participate in the workshop. The Town of Vestavia Hills shall be responsible for inviting attendees and reserving workshop space for the team and meetings.

Professional Fees and Reimbursable Expenses

- I. **Professional Fees.** Goodwyn, Mills, Cawood Inc. shall compensate Dover, Kohl & Partners for professional services rendered in the performance of this Agreement. GMC shall make payments to Dover, Kohl & Partners on an hourly basis, not to exceed **\$11,590**.

The payment of fees to DKP shall be apportioned into monthly payments corresponding to the hours worked. DKP shall constitute fees based on the following hourly rates:

Project Director	\$150.
Senior Urban Designer	\$150.
Staff Designers & Planners	\$90.
Clerical Staff	\$45.

- II. **Reimbursable Expenses.** In addition to the payment of professional fees, GMC shall reimburse DKP for any reasonable expenses arising from performance of this Agreement including travel, food, lodging or expenses related to consulting services, up to approximately **\$3,500**.

Term

The term of this Agreement shall be three months, commencing on the effective date hereof. The Town shall have the option(s) to extend the term hereof, twice, for a period of six (6) months each, subject to availability and appropriation of funds.

Miscellaneous Provisions

In addition to the terms of the Agreement the following provisions shall apply: This Agreement shall be construed in accordance with the laws of the State of Alabama and the United States of America.

WE THE UNDERSIGNED indicate our mutual understanding and consent to the aforementioned terms to be effective on the day and year written above.

Image Network, Inc. d/b/a Dover, Kohl, & Partners

By: _____

Date: _____

Joseph A. Kohl

Vice President / Secretary

Goodwyn, Mills, Cawood Inc.

By: _____

Date: _____

Jeffrey Brewer, Senior Vice President

Goodwyn, Mills, Cawood Inc.

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

October 8, 2013

By Hand Delivery

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Agreement Between City of Vestavia Hills and Goodwyn, Mills, Cawood, Inc. (the
"Agreement")

Dear Mr. Downes:

On October 4, 2013, Melissa Hipp furnished me via electronic mail a copy of a proposed Agreement Between the City of Vestavia Hills ("City") and Goodwyn, Mills, Cawood, Inc. ("GMC") in Association With Dover, Kohl & Partners ("DKP") for Town Planning Services with a request that I review the same and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

In substance, the proposed Agreement by and between the City and GMC in Association with DKP provides that GMC will prepare a Conceptual Master Plan for the Patchwork property for and in consideration of a fee not to exceed \$28,000.00.

I. FACTS

On February 9, 2007, the City of Vestavia Hills, Alabama purchased the land consisting of approximately 83.81± acres commonly known as Patchwork Farm. The City created a Design Development Committee that interviewed four major architectural/engineering firms regarding the development of a Conceptual Master Plan for the land. Goodwyn, Mills & Cawood, Inc. was selected as the firm to help the City. Since then, the City and GMC have enjoyed a very good working relationship regarding the development of the Patchwork Farm property.

My file reflects the following information:

<u>Date</u>	<u>Action</u>
February 13, 2007	GMC submitted Proposal for Land Planning and Conceptual Design Services.
March 7, 2007	GMC submitted a brochure regarding a Master Plan Proposal.
March 26, 2007	City Council adopted Resolution Number 3719 to hire GMC for design planning for Patchwork Farm property.
December 17, 2007	City Council adopted Resolution Number 3807 approving Conceptual Master Plan by GMC.
September 8, 2008	City Council adopted Resolution Number 3900 accepting Proposal by GMC for design of pad for Lifetime Fitness ("LTF") property.
September 18, 2008	City signed contract with GMC for compaction of the pad property for LTF.
September 26, 2011	City Council adopted Resolution Number 4240 accepting the RFP submitted by GMC for the design of the road and bridge entering the Patchwork Farm property.
October 3, 2011	City and GMC signed contract for design services of road known as Healthy Way and the bridge.
May 14, 2012	City Council adopted Resolution Number 4297 for inspection services by GMC for the new bridge.

II. LEGAL ISSUE

Does the proposed Agreement meet the requirements of Alabama law?

III. LEGAL OPINION

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

IV. BASIS FOR LEGAL OPINION

A. **THIS IS A PUBLIC WORKS PROJECT:** The ultimate development of the Patchwork property will be a public works project. Title 39-2-1(6), *Code of Alabama, 1975*, defines public works as follows:

“(6) PUBLIC WORKS. The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

B. **THIS CONTRACT IS NOT SUBJECT TO THE COMPETITIVE BID LAW:** The Alabama Public Works law at Title 39-2-2(d), *Code of Alabama, 1975*, provides that contracts with architects and engineers do not have to be competitively bid provided no actual construction work is performed by that architect or engineer.

C. **SERVICES OF A PROFESSIONAL ENGINEER ARE REQUIRED FOR THIS PUBLIC WORKS PROJECT:** In addition, Alabama law at Title 34-11-10, *Code of Alabama, 1975*, provides that it is unlawful for any state, county or municipal entity to engage in the construction of any public work over \$20,000.00 that involves the practice of engineering, unless the engineering drawings, plans and specifications have been prepared by a professional engineer.

V. CONCLUSION

In my legal opinion, the proposed Agreement meets the requirements of Alabama law.

VI. RECOMMENDATION

From a legal standpoint, I recommend approval of the Agreement.

Please call me if you have any questions.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: Mayor Alberto C. Zaragoza, Jr. (by hand)
City Clerk Rebecca Leavings (by hand)

RESOLUTION NUMBER 4517

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT TO DEMOLISH THE STRUCTURE LOCATED AT 1939 OLD CREEK TRAIL

WHEREAS, at a regularly scheduled meeting of September 9, 2013, reconvened to September 23, 2013, the City Council adopted and approved Resolution Number 4495 to order the demolition of a building or structure located at 1939 Old Creek Trail in compliance with Ordinance Number 2382; and

WHEREAS, by way of letter dated September 27, 2013, Emory Anthony, Jr., attorney representing the owner of the property indicated that the owner is willing to demolish the structure at her own cost within forty-five (45) days from the date of the letter; a copy of said letter is marked as Exhibit A and is attached to and incorporated into this Resolution Number 4517; and

WHEREAS, both parties agree to reduce the provisions of the remediation to an agreement to be executed by the City and the owner of the property; a copy of said agreement is marked as Exhibit B and is attached to and incorporated into this Resolution Number 4517 as though written fully therein.

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

1. The City Manager is authorized to execute and deliver said remediation agreement pursuant to the provisions listed within the agreement; and
2. This Resolution Number 4517 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Emory Anthony, Jr.

LAW OFFICES

2015 1st Avenue North
BIRMINGHAM, ALABAMA 35203
(205) 458-1188

September 27, 2013

Clerk, City of Vestavia Hills
Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

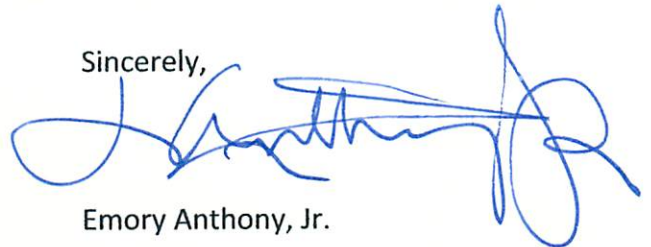
RE: Denise Hopkins
1939 – Old Creek Trail
Vestavia Hills, Alabama 35216

Dear Clerk:

Please accept this letter as notice that my client, Ms. Denise Hopkins will take action to demolish the property at 1939 – Old Creek Trail. Ms. Hopkins will need at least forty five (45) days from this date, to finish this action. Please let us know if the forty five day request is acceptable.

Thanks.

Sincerely,



Emory Anthony, Jr.

EA/bdt

DEMOLITION POSTPONEMENT AGREEMENT

COMES NOW, **Denise Hopkins** (“Petitioner”), who has an interest in the Subject Property as defined herein, and the **City of Vestavia Hills, Alabama** (“City”), to enter into this Demolition Postponement Agreement (“Agreement”) as of the 14th day of October, 2013. The “Subject Property” referred to in this Agreement shall include the following described real property and the personal property and improvements thereon:

STREET ADDRESS:

1939 Old Creek Trail, Vestavia Hills, AL 35216

LEGAL DESCRIPTION:

Lot 1, Block 1, according to the Survey of Ninth Addition to Southridge Addition to Vestavia Hills, as recorded in Map Book 49, page 49, in the Probate Office of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

28-30-2-014-001.000

Petitioner agrees that the Petitioner will fully demolish the improvements on the Subject Property in compliance with all applicable technical, building, and safety codes adopted by the City (“the Demolition”) no later than November 11, 2013 (“the Deadline”).

The Petitioner agrees that the Petitioner will not sell, transfer, mortgage, lease, encumber, or otherwise dispose of the Subject Property to another until the Petitioner shall first furnish the grantee, transferee, mortgagee, or lessee a true copy of this Agreement and shall furnish to the City building official a signed and notarized statement from the grantee, transferee, mortgagee, or lessee acknowledging the receipt of this Agreement and fully accepting the responsibility without condition of satisfying and being bound by all of the terms of this Agreement as though standing in the shoes of the Petitioner. The requirements of this Paragraph will expire upon the Petitioner’s completion of the Demolition to the satisfaction of the City.

In the event that the Petitioner should fail to complete the Demolition by the Deadline, then the City may demolish the Subject Property or any part thereof without further notice to the Petitioner. The Petitioner agrees to be responsible for any expenses (including attorneys’ fees and costs actually incurred) associated with the City’s enforcement of its rights pursuant to this Agreement, including but not limited to demolition of the Subject Property by the City for the Petitioner’s failure to demolish the improvements on the Subject Property as contemplated herein by the Deadline, and/or prosecution related to the condition of the Subject Property, and the Petitioner authorizes the City to file an assessment and lien against the Subject Property for the same.

The Petitioner agrees to hold harmless and hereby releases the City and its agents, officers, employees, attorneys, contractors, and subcontractors from any and all types of claims that they had, now have, or in the future may have related to the Subject Property. The Petitioner agrees to indemnify and defend the City and its agents, officers, employees, attorneys, contractors, and subcontractors for and from any and all types of claims at any time related to the Subject Property that may be asserted by any party and to indemnify the City for any expenses (including attorneys’ fees and costs actually incurred) as

the result of any breach of this Agreement including, but not limited to, failure to demolish the improvements on the Subject Property as contemplated herein by the Deadline.

After the Deadline, if the City's Appropriate Municipal Official determines that it is necessary to extend the time in which to accomplish a demolition of the improvements on the Subject Property, the Petitioner agrees that they will not object to the same. The Petitioner agrees not to appeal the October 23, 2013, resolution of the Vestavia Hills City Council finding that the Subject Property is unsafe to the extent that it is a public nuisance and is due to be demolished. Should any other person or entity appeal said resolution, the Petitioner agrees to support the demolition of the Subject Property.

Petitioner acknowledges that as consideration for this Agreement the City has determined not to proceed with the demolition of the Subject Property before the Deadline, and the Petitioner acknowledges the receipt and sufficiency of this consideration. This is in no way a waiver of any right or remedy that the City may have existing on or after the Deadline.

This Agreement is contractual in nature and not mere recital. This Agreement is fully enforceable in all respects as a contract. This Agreement is made and entered into in the State of Alabama, and shall in all respects be interpreted, enforced, and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The Petitioner asserts that the Petitioner has the authority to enter into this Agreement and to burden the Subject Property with the provisions of this Agreement, and the Petitioner acknowledges that the City is relying upon this as a material representation. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Either party may record a copy of this Agreement.

Denise Hopkins

CITY OF VESTAVIA HILLS, ALABAMA

BY: _____
Jeff Downes
ITS: City Manager

RESOLUTION NUMBER 4518

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

WITNESSETH THESE RECITALS

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

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

WHEREAS, the above-referenced portion of drainage easement is commonly referred to as “a portion of drainage easement” and is more particularly described as follows:

An easement to be vacated, situated in Lot 3-A; Block 6, Vestridge Second Sector Third Addition, as recorded in Map Book 71, Page 66 in the Office of the Judge of Probate, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Lot 3-A; thence run an assumed bearing of South 87 degrees, 42 minutes, 14 seconds West along the North line of said Lot 3-A, also along the south line of Lot 2-A in said Vestridge Second Sector Third Addition, for a distance of 148.28 feet to a point; thence run South 11 degrees, 35 minutes, 26 seconds East for a distance of 5.07 feet to the point of beginning; thence run South 11 degrees, 35 minutes, 26 seconds East for a distance of 25.97 feet to a point; thence run South 25 degrees, 25 minutes, 26 seconds East for a distance of 70.00 feet to a point; thence run South 87 degrees, 42 minutes, 14 seconds West for a distance of 21.75 feet to a point thence run North 25 degrees, 25 minutes, 26 seconds West for a distance of 63.88 feet to a point; thence run North 11 degrees, 35 minutes, 26 seconds West for a distance of 31.67 feet to a point; thence run North 87 degrees, 42 minutes, 14 seconds East for a distance of 20.27 feet to the point of beginning, said vacated easement containing 1,915 square feet, more or less.

WHEREAS, it appears to the City Council of the City of Vestavia Hills, Alabama, that said vacated easement shall be relocated to allow for a portion of drainage easement and for convenient and reasonable means of access as well as sewer access to be afforded to all utilities running through the tract of land or eventually located in said tract of land; and

WHEREAS, an instrument detailing said tract of land and dedicating the use of said property as a portion of drainage easement for the location of utilities and sewer facilities shall be filed in the Office of the Judge of Probate and a copy shall be attached to this Resolution Number 4518 prior to recordation of the vacation of this portion of right-of-way.

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

BE IT FURTHER RESOLVED AS FOLLOWS:

This vacation shall not become effective or filed for record in the Office of the Judge of Probate, of Jefferson County, Alabama unless and until the occurrence and completion of all of the following conditions:

1. That the owners of all of the lands abutting the above-described property (that portion of drainage easement sought to be vacated) shall have executed and delivered a perpetual, permanent and public easement (the “easement”) over, along and under the herein-described property granting to the general public and utility companies the right to install sewer facilities, cable television

facilities and utility facilities for power, gas, telephone or other public services; and

2. That said easement shall be approved by the City Engineer of the City of Vestavia Hills, Alabama; and
3. That the easement shall be filed for record in the Office of the Judge of Probate of Jefferson County, Alabama; and

RESOLVED, DONE AND ORDERED, on this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

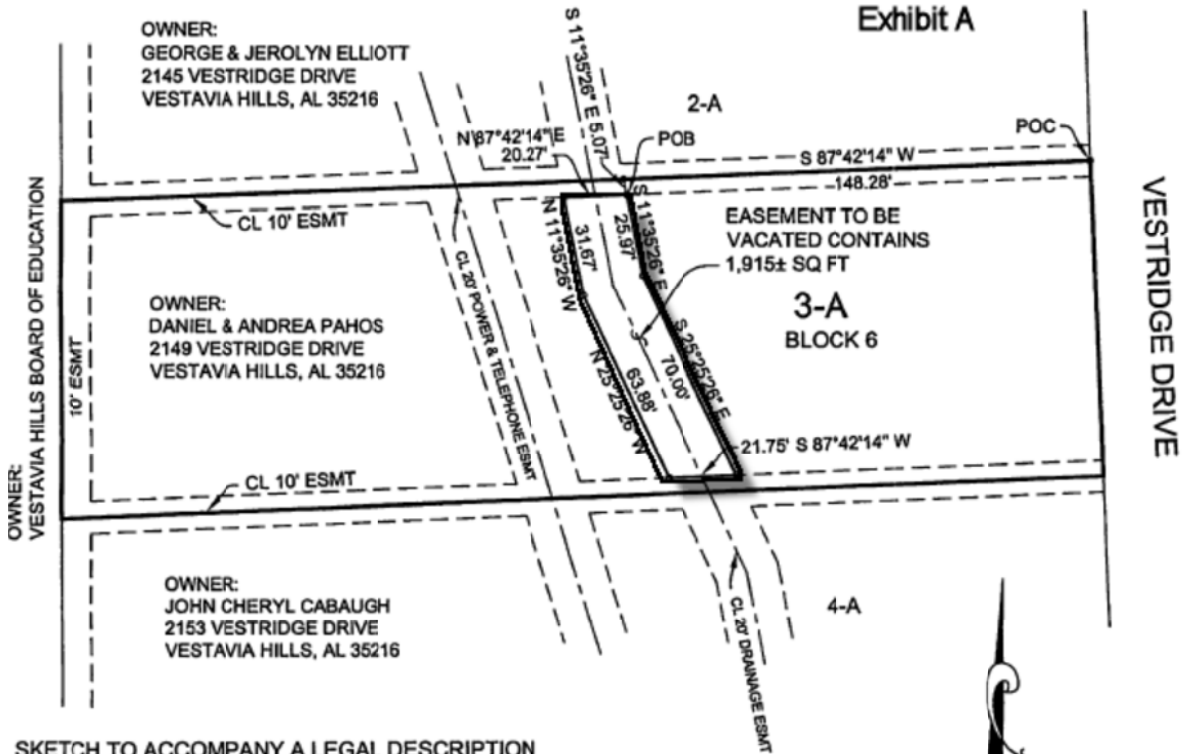
CERTIFICATION

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 28th day of October, 2013, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2013.

Rebecca Leavings
City Clerk

Resolution Number 4518
Exhibit A



SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
THIS IS NOT A SURVEY

PREPARED BY:
SURVEYING SOLUTIONS, INC.
2232 CAHABA VALLEY DRIVE SUITE F
BIRMINGHAM, AL 35242
TEL: (205) 991-8965

LEGAL DESCRIPTION

An easement to be vacated, situated in Lot 3-A, Block 6, Vestridge Second Sector Third Addition, as recorded in Map Book 71 Page 66 in the Office of Judge Probate, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Lot 3-A; thence run an assumed bearing of South 87 degrees, 42 minutes, 14 seconds West along the North line of said Lot 3-A, also along the South line of Lot 2-A in said Vestridge Second Sector Third Addition, for a distance of 148.28 feet to a point; thence run South 11 degrees, 35 minutes, 26 seconds East for a distance of 5.07 feet to the point of beginning; thence run South 11 degrees, 35 minutes, 26 seconds East for a distance of 25.97 feet to a point; thence run South 25 degrees, 25 minutes, 26 seconds East for a distance of 70.00 feet to a point; thence run South 87 degrees, 42 minutes, 14 seconds West for a distance of 21.75 feet to a point; thence run North 25 degrees, 25 minutes, 26 seconds West for a distance of 63.88 feet to a point; thence run North 11 degrees, 35 minutes, 26 seconds West for a distance of 31.67 feet to a point; thence run North 87 degrees, 42 minutes, 14 seconds East for a distance of 20.27 feet to the point of beginning, said vacated easement containing 1,915 square feet, more or less.

I, Carl Daniel Moore, a registered Land Surveyor, certify that all parts of the above legal description and sketch have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Carl Daniel Moore
Carl Daniel Moore, Reg. L.S. # 12159

9-11-13
Date

STATE OF ALABAMA
JEFFERSON COUNTY

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting LOT 3-A, Block 6 as same appears on the Plat of VESTRIDGE 2ND SECTOR 3RD ADDITION which Plat is recorded in Plat Book 71, at Page 66, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said ~~LOT 3-A~~ VESTRIDGE as the same appears of record on the Plat to be vacated, and said 20' DRAINAGE ESMT. is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of 20' DRAINAGE ESMT is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that 20' DRAINAGE ESMT be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. LOT 3-A VESTRIDGE is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at

_____. A copy of the map reflecting the location of 20' DRAINAGE ESMT. is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting 2149 VESTRIDGE DRIVE and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 2145 VESTRIDGE DRIVE VESTAVIA HILLS AL 35216
Legal Description: LOT 2A, BLOCK 6, VESTRIDGE SECOND
SECTOR THIRD ADDITION 71/66
Owners' Name(s): GEORGE & JEROLYN ELLIOTT

B. Street Address: 2153 VESTRIDGE DRIVE VESTAVIA HILLS, AL 35216
Legal Description: LOT 4-A, BLOCK 6, VESTRIDGE SECOND
SECTOR THIRD ADDITION 71/66
Owners' Name(s): JOHN & CHERYL CARAUGH

C. Street Address: 2881 PANORAMA TRAIL VESTAVIA HILLS 35116
Legal Description: LOTS 16&17 BLOCK 7 SHADES PARK 1ST ADD 8/22 &
PART OF LOT 10A RESERVEY 90/39 (SEC 31, T31N85, R 2W)
Owners' Name(s): VESTAVIA HILLS BOARD OF EDUCATION

D. Street Address: 2149 Vestridge Dr
Legal Description: Lot 3A, B1K6, Vestridge 2nd Sector
Owners' Name(s): _____

E. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

F. Street Address: _____
Legal Description: _____
Owners' Name(s): _____

6. All of the undersigned do hereby declare _____ to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of _____ and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 24th day of September, 2013.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)

Andrea Jones

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

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

Given under my hand and official seal, this the 24th day of September, 2013.

Kay Russon
Notary Public

My Commission Expires
November 18, 2016

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

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

Given under my hand and official seal, this the _____ day of _____, 20____.

Notary Public

ORDINANCE NUMBER 2467

**AN ORDINANCE GRANTING A CONDITIONAL USE
APPROVAL FOR A HOME OCCUPATION**

WHEREAS, on October 16, 2000 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 1838 creating and establishing a P.U.D. (planned unit development) classification; and

WHEREAS, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D.; and

WHEREAS, Section 709.5.A.1.b of Ordinance Number 1838 classifies a “home occupation” permitted only as a “Conditional Use” and

WHEREAS, Ms. Michele Korf has submitted application for conditional use approval for a home occupation to be operated in her residence located at 7351 Kings Mountain Road, Vestavia Hills, Alabama located in the Liberty Park PUD; and

WHEREAS, Ms. Korf has indicated in her application for conditional use approval that she will operate as a consulting business, serving higher education and other educational and community institutions with training, mentoring, strategic and other consulting related to educational media and online course activities and operations. Training and mentoring would be done both on-site at the educational institution and also largely at a distance through webinars, Skype, FaceTime, etc. Due to the nature of the business, there will be no employees or visitations to the home office by clients; and

WHEREAS, a copy of said application dated August 7, 2013 is attached and hereby incorporated into this Ordinance Number 2467.

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

1. Condition Use Approval is hereby approved for Ms. Michele Korf for a home occupation as described in the above-referenced application for her residence located at 7351 Kings Mountain Road, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions outlined in Article 9 of the Vestavia Hills Zoning Code outlined as follows:
 - (1) “Home occupation is defined as any use customarily conducted entirely within a dwelling and carried on solely by the inhabitant thereof, and which use is clearly incidental, accessory, subordinate and secondary to the use of the dwelling for dwelling purposes, and does not change the character of the dwelling itself or any part of parcel of property in the neighborhood surrounding said dwelling;
 - (2) Home occupations shall be conducted only in the main dwelling building on the lot. No more than twenty-five percent (25%) of the said dwelling may be used for a home occupation;
 - (3) There shall be no public display of goods and absolutely no commodities sold on the premises;
 - (4) No sign may be attached to the dwelling or any part of the real estate advertising any home occupation;
 - (5) No home occupation or profession shall be permitted if such occupation creates noise, odors, vibrations or traffic which interferes with the

residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned;

(6) In order to be a permitted home occupation or profession, the use must be one which is habitually, customarily and commonly established as a reasonable incidental, accessory, subordinate and secondary use;

(7) Operation of any and all other business of any nature in residential zones is expressly prohibited; and

(8) The activity carried on as home occupation shall be limited to the hours between 7:00 AM and 10:00 PM.”

2. Conditional Use Approval is further conditioned upon and subject to all applicable private and restrictive covenants attached to the property located at 7351 Kings Mountain Road, Vestavia Hills, Alabama located in the Liberty Park P.U.D.
3. A City of Vestavia Hills Business License shall be issued upon application and payment by Ms. Korf subject to the rules and regulations outlined in the Vestavia Hills Business License code and shall be renewed each year that the home occupation is operated from the location at 7351 Kings Mountain Road, Vestavia Hills, Alabama located in the Liberty Park P.U.D.
4. At any time should Ms. Korf vacate the premises located at 7351 Kings Mountain Road, Vestavia Hills, Alabama, discontinue and/or relocate her consulting business, this conditional use approval shall be nullified and said Ordinance Number 2467 shall be repealed.

ADOPTED and APPROVED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2467 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

P0913-27//27-7-1-1-4
7351 Kings Mountain Rd.
Conditional Use
Michele Korf Liberty
Park

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered.** All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. ***No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. Please refer to attached checklist.

II. APPLICANT INFORMATION: (owner of property)

NAME: Mrs. Michele Korf

ADDRESS: 7351 Kings Mountain Road
Birmingham, AL 35242

MAILING ADDRESS (if different from above) _____

PHONE NUMBER: Home 205-967-3818 Office _____

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

2013 AUG - 8 P 12: 37
VESTAVIA HILLS
CITY CLERKS OFFICE

P0913-27//27-7-1-1-4
7351 Kings Mountain Rd.
Conditional Use
Michele Korf Liberty Park

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section PR-1 of the Vestavia Hills Zoning Code.

Current Zoning of Property: Liberty Park

Requested Conditional use For the intended purpose of: Consulting business

- see attachment for full business description

(Example: From "VH R-1" to "VH O-1" for office building)

if additional information is needed, please attached full description of request

IV. PROPERTY DESCRIPTION: (address, legal, etc.)

LOT 127-A Old Overton 6th Sect Resur #2 PB 193 PG 46

7351 Kings Mountain Road, Birmingham AL 35242-2596

Property size: _____ feet X _____ feet. Acres: _____

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

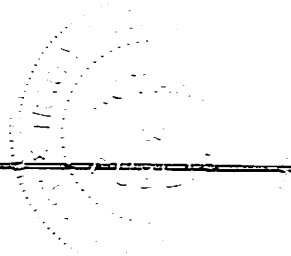
Michele J. Korf 8/7/13
Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 7th day of August, 2013.

Mauryhuanne Williams
Notary Public

My commission expires 8/25/2015
day of August 7th, 2013.



P0913-27//27-7-1-1-4

Ordinance No. 2467 - Exhibit A

7351 Kings Mountain Rd.

Conditional Use

Michele Korf

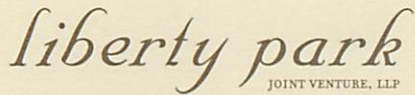
Liberty Park

City of Vestavia Hills

Attachment to Application for the Planning and Zoning Commission Request for Conditional Use Approval

Description of property use:

Michele Korf and Associates, LLC is requesting permission to operate out of the owner's residence. The LLC operates as a consulting business, serving higher education and other educational and community institutions with training, mentoring, strategic and other consulting related to educational media and online course activities and operations. Training and mentoring would be done both on site at the educational institution, and also largely at a distance through webinars, Skype, FaceTime, etc. Due to the nature of the business, there will be no employees or visitations to the home office location by clients.



September 5, 2013

VIA HAND DELIVERY

Rebecca Leavings, City Clerk
City of Vestavia Hills
Vestavia Hills City Hall
Vestavia Hills, Alabama

Re: Michele Korf
7351 Kings Mountain Road
Vestavia Hills, AL

Dear Ms. Leavings:

We are writing in connection with the above matter. We understand Mrs. Michelle Korf is in the process of applying for a conditional use within the PR-1 (Planned Single-Family Residential) classification of the Liberty Park PUD to allow her to conduct a home occupation as an interior designer in her residence.

We have no objection to the granting of the conditional use to allow a home occupation in this case, provided such use is made subject to the following restrictions:

1. There shall be no customer, client or employee traffic to, at or near the residence that is generated, directly or indirectly, by the home occupation;
2. There shall be no pick ups or deliveries to the residence that are related, directly or indirectly, to the home occupation, including without limitation, pick ups and deliveries by overnight courier services and pick ups and deliveries of inventory, samples or other goods and services related, directly or indirectly, to the home occupation;
3. There shall be no signage on the property related, directly or indirectly, to the home occupation; and
4. In all respects, there shall be no means, visual or otherwise, by which a casual observer would become aware that the residence is being used for any purpose other than strictly residential.

The foregoing restrictions are in keeping with the intent and spirit of the Liberty Park PUD and with the overall plan of development for Liberty Park as addressed in the Covenants, Conditions and Restrictions that are applicable to the subject property.

Rebecca Leavings
September 5, 2013
Page 2

Therefore, we respectfully request that if the Planning and Zoning Commission votes to approve the conditional use applied for in the above referenced matter, such approval will be made subject to the above and foregoing restrictions.

If you have questions or comments regarding this matter, or if we can assist in any other way, please call me at 281-3542.

Very truly yours,

LIBERTY PARK JOINT VENTURE, LLP

By: 

Samuel G. Lowrey, III
Project Manager
and Authorized Representative

cc: Kathryn Carver, Esq.

CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: SEPTEMBER 12, 2013

- **CASE:** P-0913-27
- **REQUESTED ACTION:** Conditional Use approval for a home based education consulting business
- **ADDRESS/LOCATION:** 7351 Kings Mountain Rd
- **APPLICANT/OWNER:** Michele Korf
7351 Kings Mountain Rd
Vestavia Hills, AL 35242
205-967-3818
- **GENERAL DISCUSSION:** Lot is located on Kings Mountain Rd. in Liberty Park. The applicant wishes to start a home based education consulting business. As required by the Liberty Park PUD any applicant must receive conditional use approval from the City to engage in a home occupation. The response from Liberty Park is attached. The property is currently zoned PR-1.
- **LIBERTY PARK PUD:** The request is consistent with the Liberty Park PUD.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Recommended with no clients on site.
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

- **MOTION:** Motion to recommend approval with the conditions that
 1. There shall be no customer, client, or employee traffic to, at or near the residence that is generated, directly or indirectly, by the home occupation;
 2. There shall be no pick-ups or deliveries to the residence that are related, directly or indirectly, to the home occupation, including without limitation, pick-ups and deliveries by overnight courier services and pick-ups or deliveries of inventory, samples or other goods and services related, directly or indirectly, to the home occupation;
 3. There shall be no signage on the property related, directly or indirectly, to the home occupation;
 4. In all respects, there shall be no means, visual or otherwise by which a casual observer would become aware that the residence is being used for any purpose other than strictly residential

was made by Mrs. Fancher and 2nd was made by Mr. Goodwin. Motion was approved unanimously.

ORDINANCE NUMBER 2471

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

WHEREAS, on the 22nd day of July, 2013, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2615 April Drive
Lot 11, Altadena Acres
James and Emily Pace, Owner(s)

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

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

ADOPTING and APPROVED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

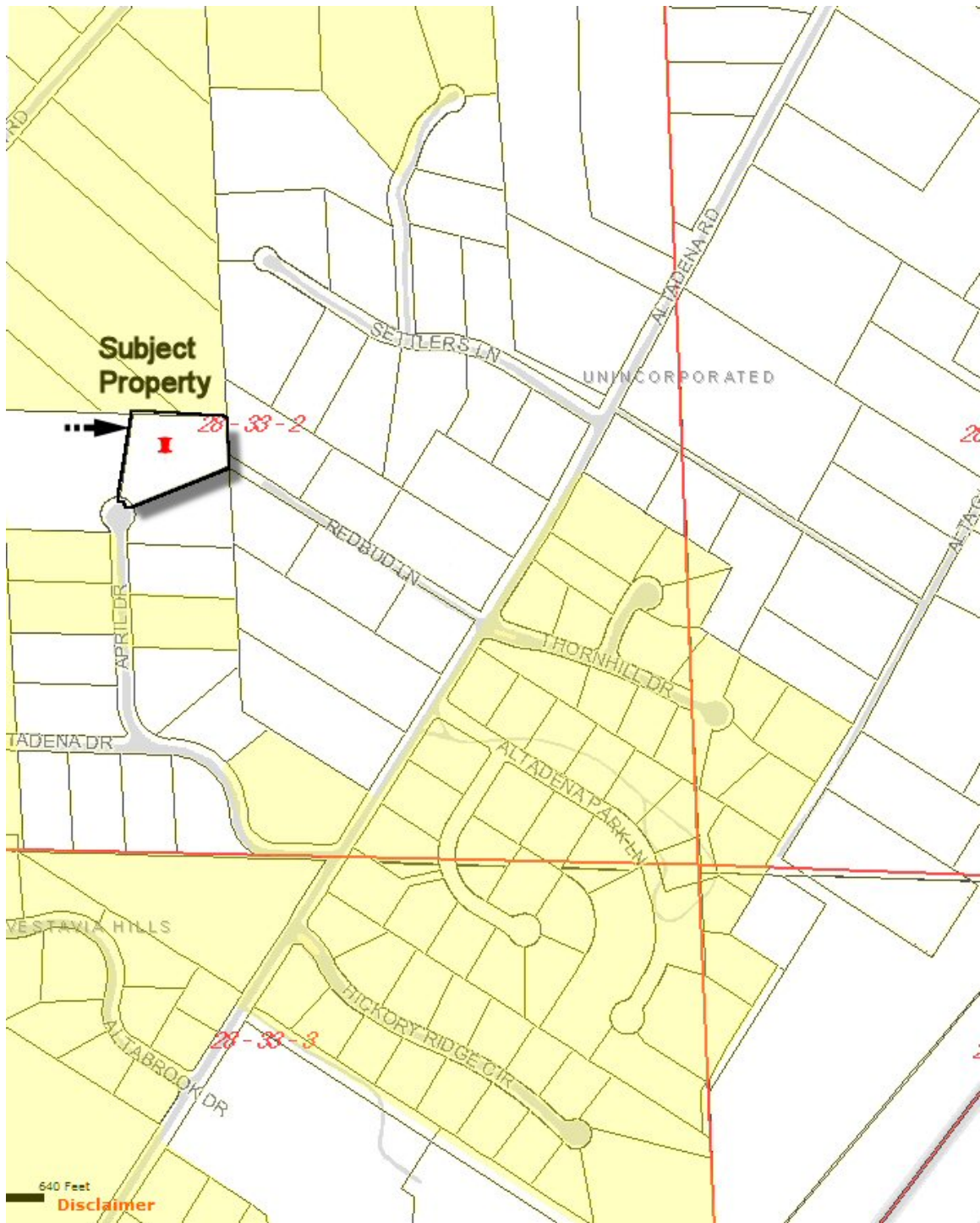
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2471 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



ORDINANCE NUMBER 2468

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

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

2615 April Drive
Lot 11, Altadena Acres
James and Emily Pace, Owner(s)

APPROVED and ADOPTED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

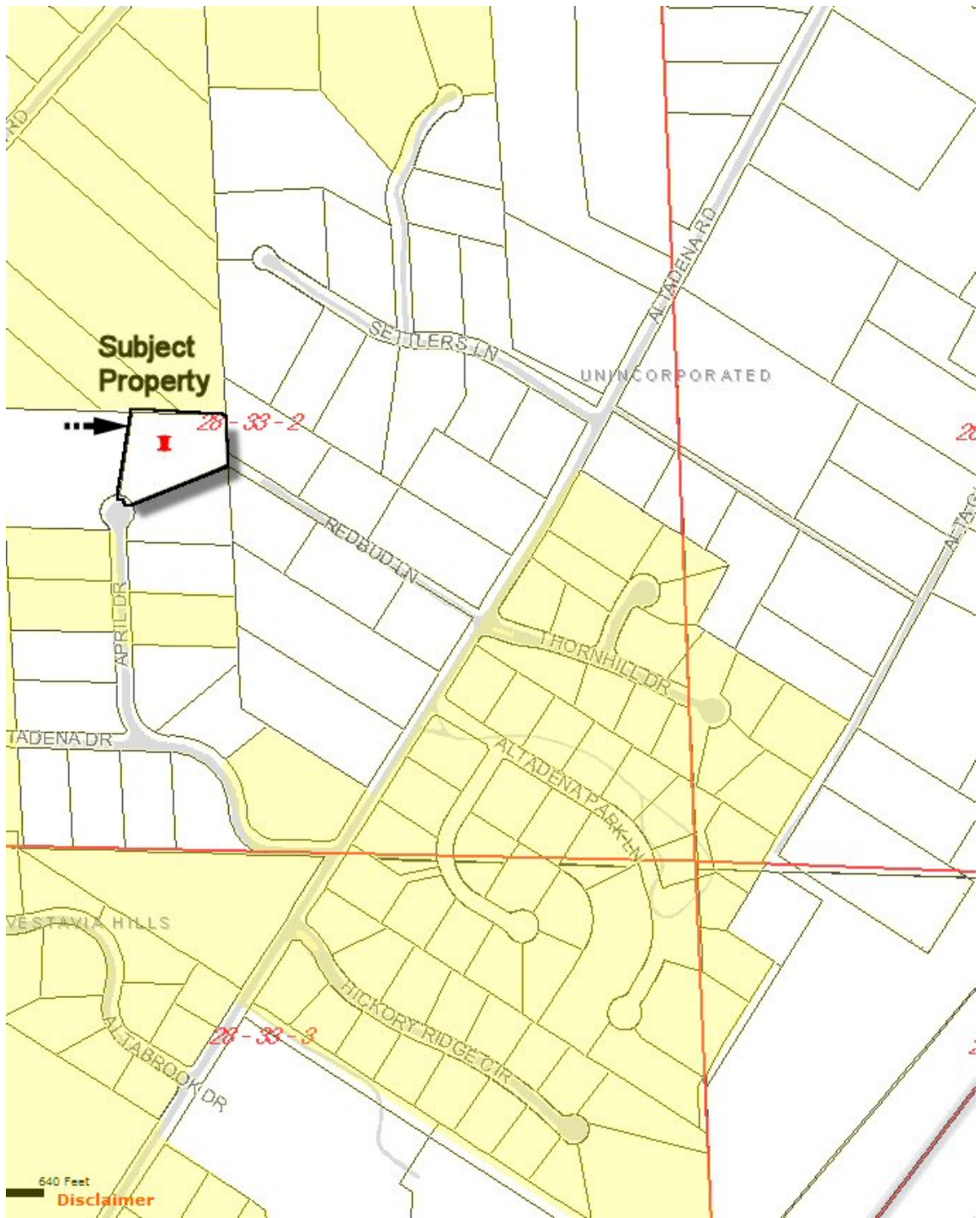
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2468 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: SEPTEMBER 12, 2013

- **CASE: P-0913-24**
- **REQUESTED ACTION:** Rezoning from Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2615 April Drive
- **APPLICANT/OWNER:** James and Emily Pace
2615 April Dr.
Birmingham, AL 35243
205-563-0673
- **GENERAL DISCUSSION:** Lot is on April Dr. and adjacent to Altadena Rd. The lot is 1.46 acres and meets the requirements of E-2 zoning. Applicant is currently in the annexation process.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Vestavia Hills Comprehensive Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.
- **MOTION:** Motion to recommend approval was made by Mr. Gilchrist and 2nd was made by Mr. Burrell. Motion was approved unanimously.

ORDINANCE NUMBER 2472

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

WHEREAS, on the 22nd day of July, 2013, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2624 Altadena Road
David and Pamela Hultstrand, Owner(s)

More Particularly Described As Follows:

Estate No. 5, according to the Map of J.P. Westbrook Estates, recorded in Map Book 27, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama; more particularly described as follows:

Less and except: Part of Estate #5 according to the map and survey of J. P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Estate #5 and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 390 feet to the point of beginning; thence continue

last described course in a Northwesterly direction a distance of 239.5 feet; thence turn left an angle of 90 degrees in a Southwesterly direction a distance of 200 feet; thence turn left an angle of 90 degrees in a Southeasterly direction and along the Southwest boundary line of said Estate #5 a distance of 239.5 feet; thence turn left an angle of 90 degrees in a Northeasterly direction a distance of 200 feet to the point of beginning.

Also Less and except: Part of Estate #5 according to the map and survey of J. P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Estate #5, and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 629.5 feet to the point of beginning; thence continue last described course in a Northwesterly direction a distance of 373.3 feet, more or less, to the Northwesterly corner of said Estate #5; thence turn left an angle of 124 degrees 55' in a Southerly direction and along the West boundary line of said Estate #5, a distance of 225.6 feet; thence turn left an angle of 55 degrees 05' in a Southeasterly direction a distance of 244.07 feet; thence turn left an angle of 90 degrees 00' in a Northeasterly direction a distance of 185.0 feet to the point of beginning.

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

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

ADOPTING and APPROVED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

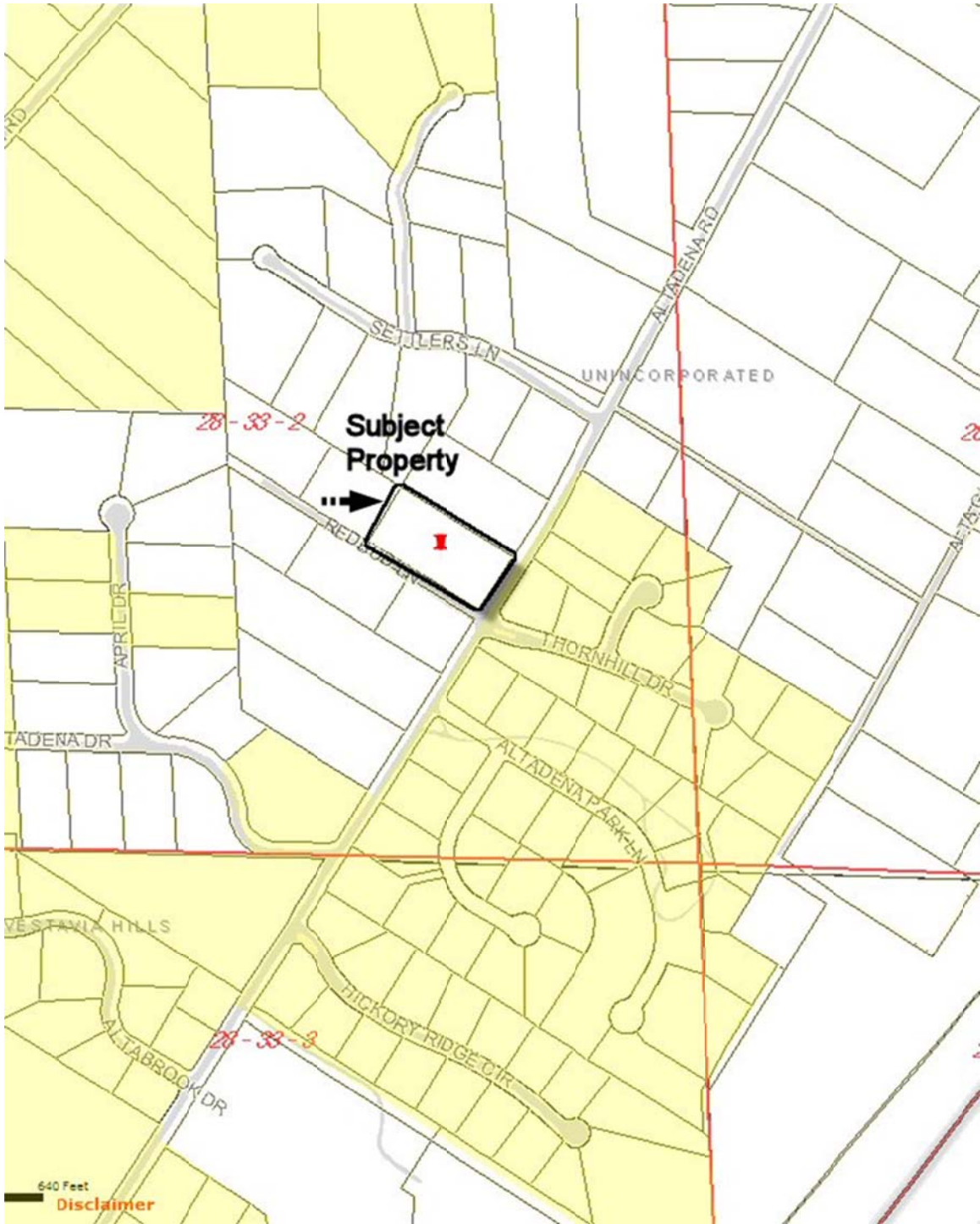
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2472 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



ORDINANCE NUMBER 2469

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

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

2624 Altadena Road
David and Pamela Hulstrand, Owner(s)

More Particularly Described As Follows:

Estate No. 5, according to the Map of J.P. Westbrook Estates, recorded in Map Book 27, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama; more particularly described as follows:

Less and except: Part of Estate #5 according to the map and survey of J. P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Estate #5 and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 390 feet to the point of beginning; thence continue last described course in a Northwesterly direction a distance of 239.5 feet; thence turn left an angle of 90 degrees in a Southwesterly direction a distance of 200 feet; thence turn left an angle of 90 degrees in a Southeasterly direction and along the Southwest boundary line of said Estate #5 a distance of 239.5 feet; thence turn left an angle of 90 degrees in a Northeasterly direction a distance of 200 feet to the point of beginning.

Also Less and except: Part of Estate #5 according to the map and survey of J. P. Westbrook Estates as recorded in Map Book 27, Page 14, in the Probate Office of Jefferson County, Alabama, more particularly described

as follows: Begin at the Northeast corner of said Estate #5, and run in a Northwesterly direction and along the Northeast boundary line of said Estate #5, a distance of 629.5 feet to the point of beginning; thence continue last described course in a Northwesterly direction a distance of 373.3 feet, more or less, to the Northwesterly corner of said Estate #5; thence turn left an angle of 124 degrees 55' in a Southerly direction and along the West boundary line of said Estate #5, a distance of 225.6 feet; thence turn left an angle of 55 degrees 05' in a Southeasterly direction a distance of 244.07 feet; thence turn left an angle of 90 degrees 00' in a Northeasterly direction a distance of 185.0 feet to the point of beginning.

APPROVED and ADOPTED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

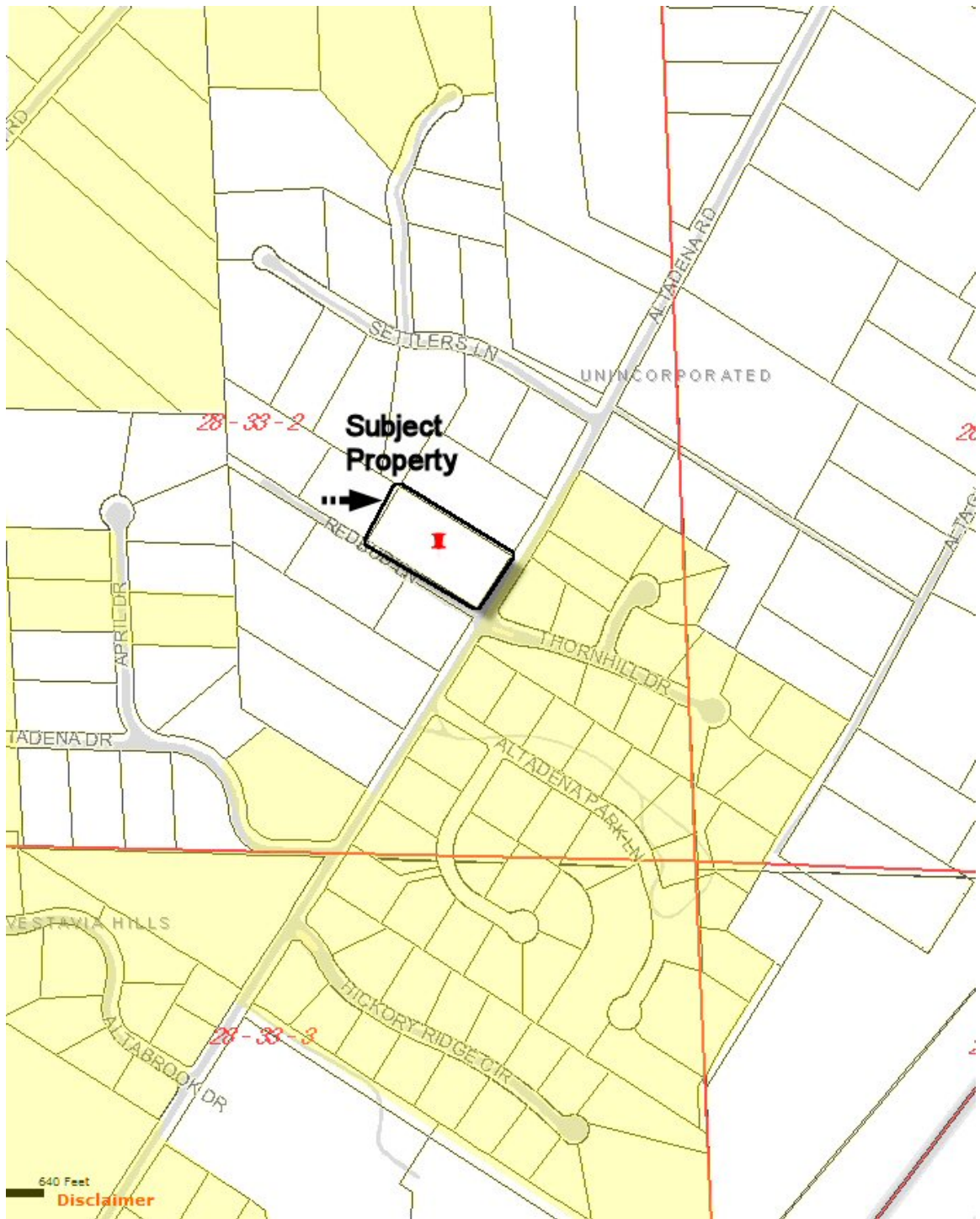
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2469 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: SEPTEMBER 12, 2013

- **CASE:** P-0913-25
- **REQUESTED ACTION:** Rezoning from Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2624 Altadena Road
- **APPLICANT/OWNER:** David & Pamela Hultstrand
2624 Altadena Rd
Birmingham, AL 35243
205-637-1422
- **GENERAL DISCUSSION:** Lot is located at the intersection of Altadena Rd. and Redbud Ln. The lot is 1.7 acres and meets the requirements of E-2 zoning. Applicant is currently in the annexation process.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Vestavia Hills Comprehensive Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.
- **MOTION:** Motion to recommend approval was made by Mr. Burrell and 2nd was made by Mrs. Famcher. Motion was approved unanimously.

ORDINANCE NUMBER 2473

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

WHEREAS, on the 22nd day of July, 2013, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

2549 Skyland Drive
Lot 6, Block 3, Dolly Ridge Estates, 2nd Addition
Terry and Derrell Crimm, Owner(s)

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

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

ADOPTING and APPROVED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

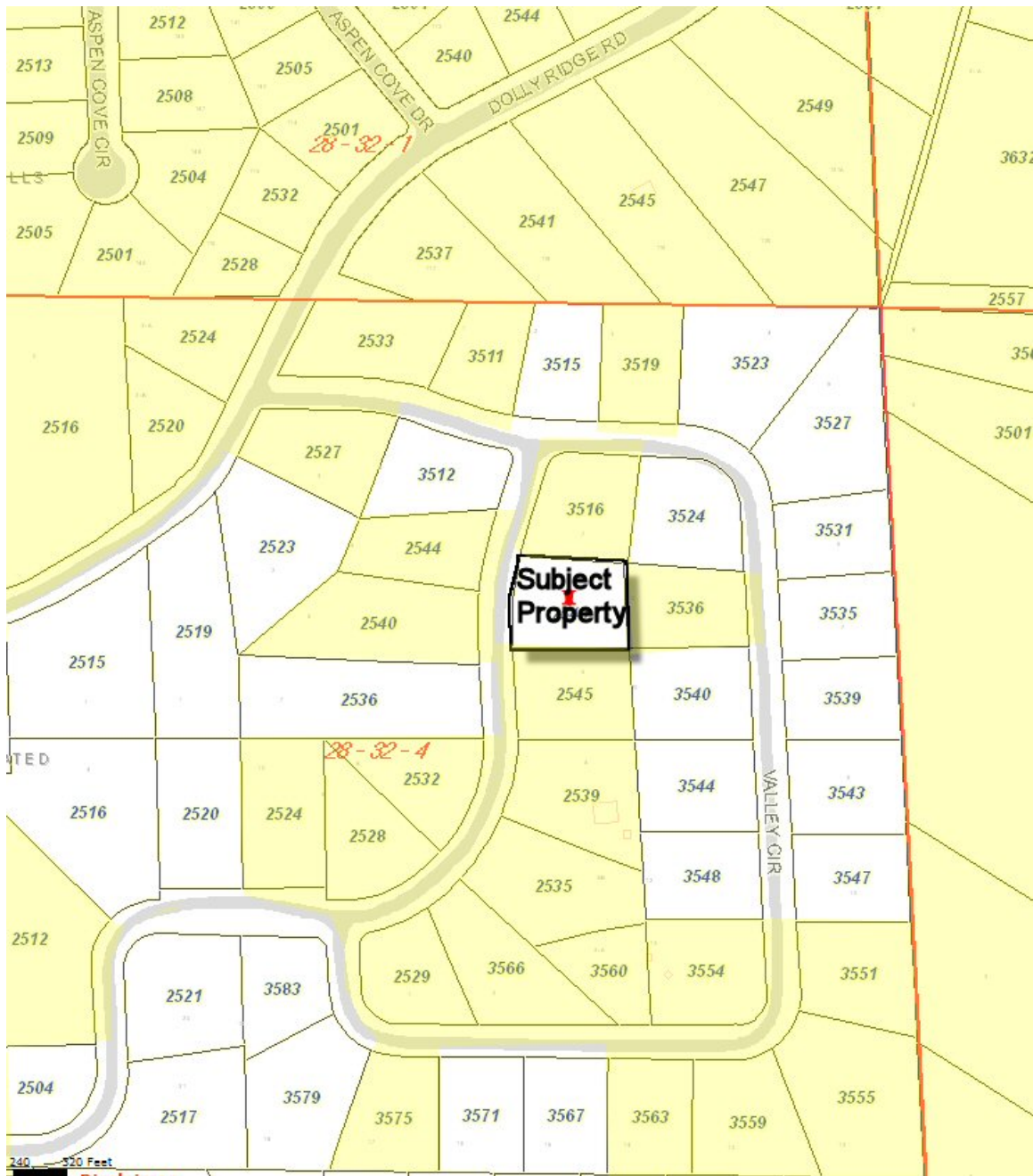
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2473 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



ORDINANCE NUMBER 2470

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

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

2549 Skyland Drive
Lot 6, Block 3, Dolly Ridge Estates, 2nd Addition
Derrell and Terry Crimm, Owner(s)

APPROVED and ADOPTED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

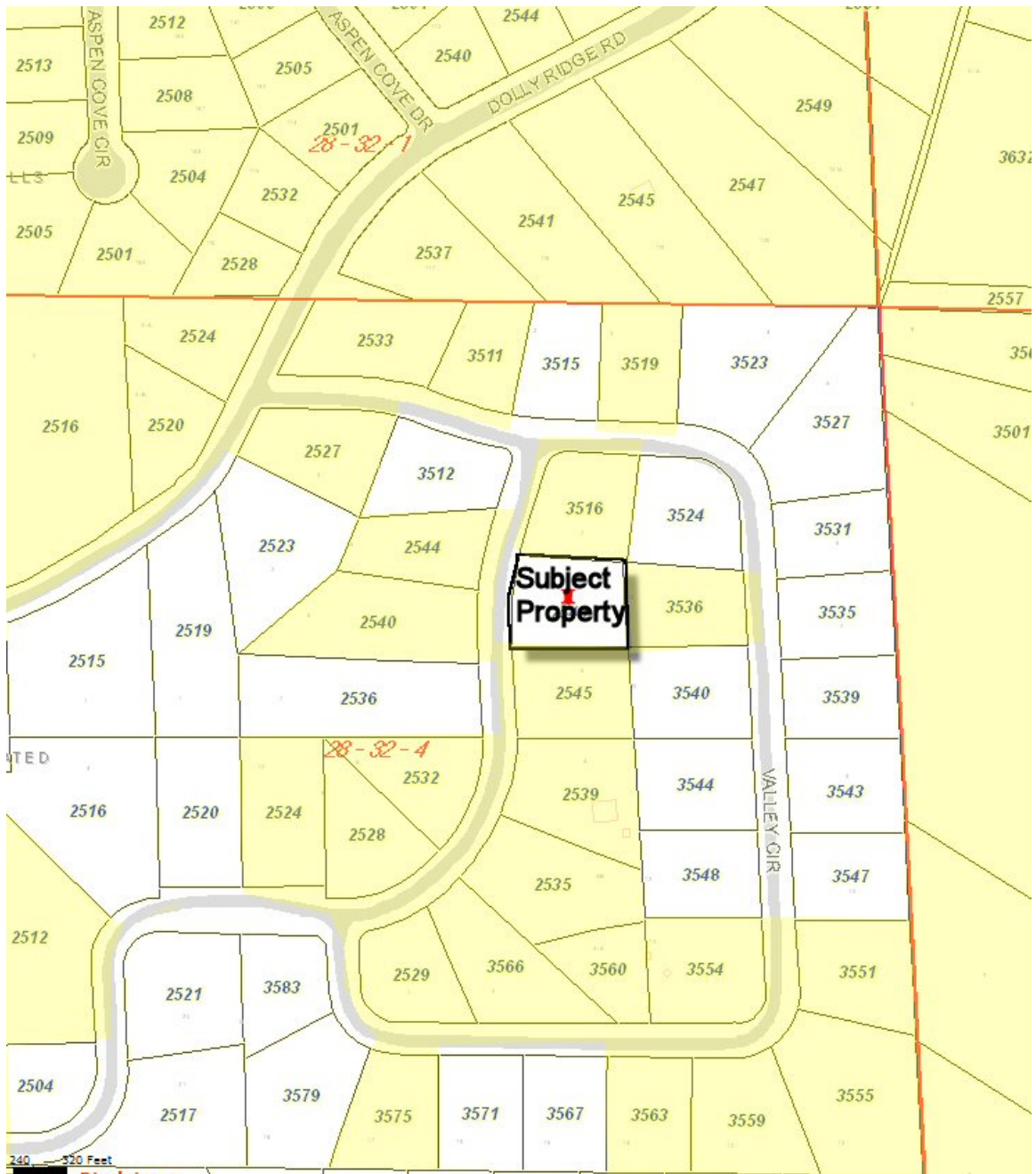
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2470 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: SEPTEMBER 12, 2013

- **CASE:** P-0913-26
- **REQUESTED ACTION:** Rezoning from Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2549 Skyland Dr.
- **APPLICANT/OWNER:** Derrell & Terry Crimm
2549 Skyland Dr.
Vestavia Hills, AL 35243
205-823-1173
- **GENERAL DISCUSSION:** Lot is located on Skyland Dr. and adjacent to Dolly Ridge Rd. The lot is .51 acres and meets the requirements of R-2 zoning. Applicant is currently in the annexation process.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Vestavia Hills Comprehensive Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.
- **MOTION:** Motion to recommend approval was made by Mr. Goodwin and 2nd was made by Mr. Burrell. Motion was approved unanimously.

ORDINANCE NUMBER 2457-A

AN ORDINANCE AMENDING ORDINANCE NUMBER 2457 TO CORRECT A LEGAL DESCRIPTION FOR PROPERTY ANNEXING TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.

WHEREAS, on the 22nd day of April, 2013, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

WHEREAS, on July 22, 2013 at a regular meeting adopted and approved Ordinance Number 2457 to annex property located at 2855 Five Oaks Lane; and

WHEREAS, it was later determined the legal description describing the property located at 2855 Five Oaks Lane within said Ordinance for annexation was incorrect.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, that Ordinance Number 2457 is amended to annex the property described as follows:

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

2855 Five Oaks Lane
John J. Santamour, Owner(s)

More Particularly Described As Follows:

A parcel of land located in the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more precisely described as follows:

Commence at the NW corner of the SE $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West, thence South along the West line of said 1/4-1/4 section a distance of 634.77 feet to the point of beginning; thence 43 degrees, 55 minutes, 30 seconds left in a Southeasterly direction a distance of 87.60 feet; thence 89 degrees, 50 minutes right in a Southwesterly direction a distance of 164.20 feet; thence 81 degrees, 20 minutes right in a Northwesterly direction a distance of 133.19 feet; thence 85 degrees, 17 minutes right in a Northeasterly direction a distance of 181.52 feet to a point on a curve, having a radius of 431.66 feet; thence 98 degrees, 06 minutes right to the chord of said curve and in a Southeasterly direction along arc of said curve to the right a distance of 86.61 feet to the point of beginning; being situated in Jefferson County, Alabama.

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

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

ADOPTING and APPROVED this the 28th day of October, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

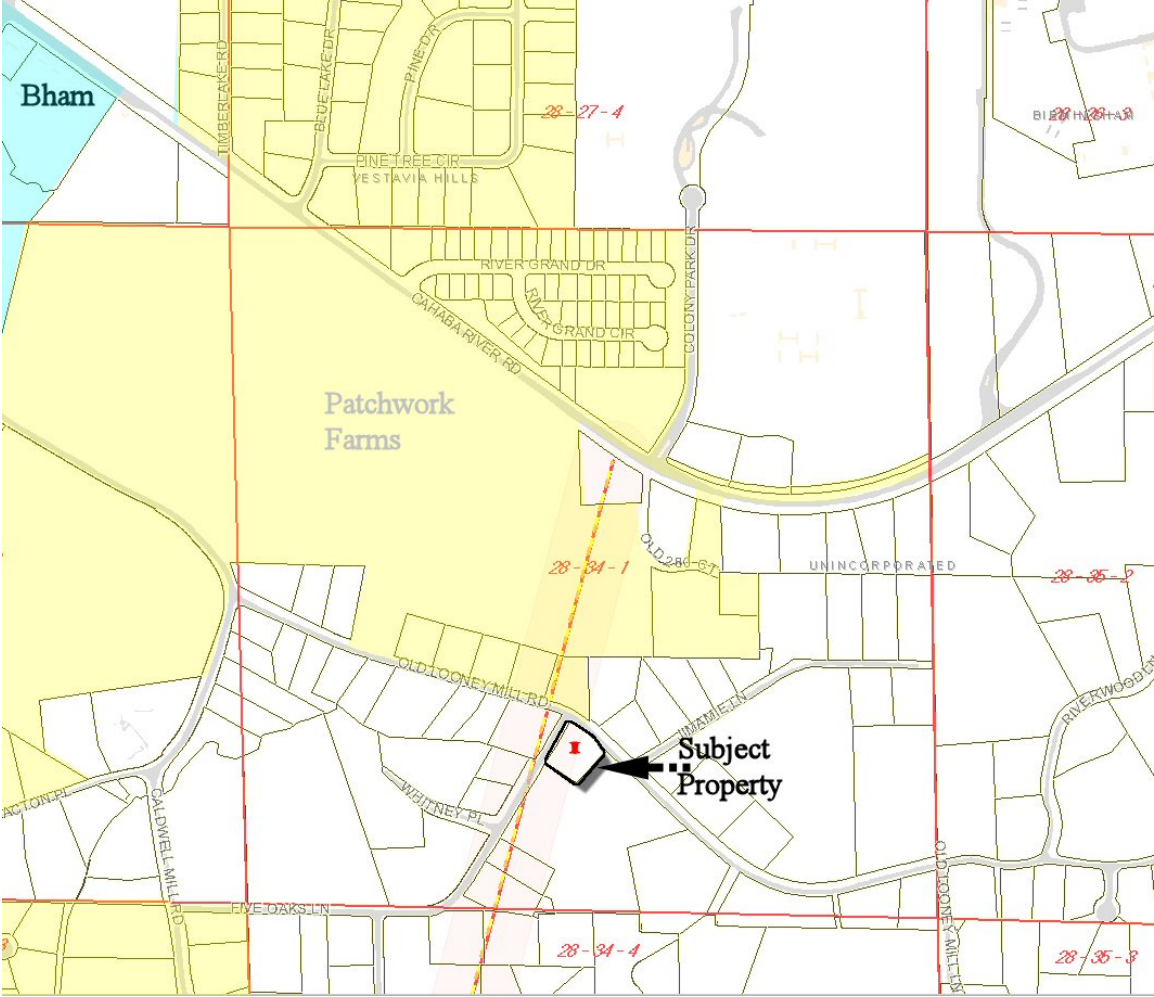
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2457-A is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk



ORDINANCE NUMBER 2474

**AN ORDINANCE REGULATING
SOLICITING, PEDDLING, AND PANHANDLING**

WHEREAS, on October 8, 2012, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2474 – An Ordinance regulating soliciting, peddling and panhandling; and

WHEREAS, the Mayor and Council have agreed that it would be in the best public interest to amend Section 9 of said Ordinance Number 2474 entitled “**SECTION 9. Residential ‘no soliciting’ notices.**”

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

SECTION 9. Residential “no soliciting” notices.

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

- (b) Residents of a residential subdivision may indicate their desire not to have solicitors call on any residences in that subdivision by giving notice of the desire to refuse solicitors by displaying a clearly visible weatherproof placard no smaller than ninety-four (94) square inches and no larger than two-hundred and twenty (220) square inches stating “No Soliciting” which shall be posted on or near the main entrance of the subdivision on private

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

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

SECTION 13. Penalties.

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

SECTION 14. Severability.

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

SECTION 15. Effective date.

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

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2474 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of October, 2013 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk