

**Vestavia Hills
City Council Agenda
June 8, 2015
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Danny Rary, Police Chief
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – May 28, 2014 (Regular Meeting)

Old Business

9. Resolution Number 4716 - Annexation – 90-Day – Altadena Valley Country Club property located in Jefferson and Shelby Counties adjacent to Acton Road (*public hearing*)

New Business

10. Resolution Number 4718 – Alcohol License – Turner Food Systems, LLC D/B/A Turner Food Systems, For A 150 – Special Events Retail License At 4700 Sicard Hollow Road; Donna And Trenton Turner, Executives
11. Resolution Number 4719 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ALDOT For Jefferson County Project Number STPBH-3715(242); Resurfacing Various Eligible Roads/Streets In Jefferson County
12. Resolution Number 4720 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property
13. Resolution Number 4724 – A Resolution Granting A Power Easement Adjacent To Vestavia Hills Elementary School-Cahaba Heights

New Business (Requesting Unanimous Consent)

14. Ordinance Number 2570 - An Ordinance Finding And Determining That Real Property Being Vacant Property Situated At 2253 Great Rock Road, Is Not Needed For Public Or

Municipal Purpose And To Authorize And Direct The City Manager To Execute And Deliver An Agreement For The Exclusive Listing To Sell Said Property (*public hearing*)

15. Resolution Number 4721 – A Resolution Authorizing The City Manager To Execute And Deliver First Amendment To Sales Contract For Property On Old Columbiana Road (*public hearing*)
16. Resolution Number 4722 – A Resolution Authorizing The City Manager To Execute And Deliver A “Conditional Consent To Encroachment And Release Of Damages” With Jefferson County (*public hearing*)

First Reading (No Action Taken At This Meeting)

17. Resolution Number 4723 – Annexation – 2308, 2312, and 2320 Rocky Ridge Road; Carl Schafer, Owner, Dan Sims, Taylor Burton, representing (*public hearing*)
18. Ordinance Number 2571 – Conditional Use approval for a home occupation at 4755 Liberty Park Lane; Timothy and Robin York, Owners (*public hearing*)
19. Ordinance Number 2572 – Conditional Use approval for an automobile dealership at 1475 Montgomery Highway; Michael Schefano, Hollywood Imports, owner (*public hearing*)
20. Citizens Comments
21. Executive Session
22. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 28, 2015

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:

Patrick H. Boone, City Attorney
Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Danny Rary, Police Chief
Tim Holcomb, Asst. Police Chief
Jim St. John, Fire Chief
Terry Ray, Asst. Fire Chief
Marvin Green, Asst. Fire Chief
Lori Beth Kearley, Asst. City Engineer

Invocation was given by Donald Harwell, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION, CANDIDATES

- Mr. Pierce welcomed Donnie Dobbins, Vestavia Hills Chamber of Commerce, to the meeting.
- Mr. Henley welcomed Jennifer Brown, Alabama State Teacher of the Year for 2015, to the meeting. Ms. Brown thanked the Council for their support for the school system and spoke about her experience as a teacher.
- The Mayor welcomed Katie Turpin, Editor-in-Chief of the *Vestavia Voice* who stated that several of her articles had been named for 2015 Press Association awards.

CITY MANAGER REPORT

- Mr. Downes presented an article from AL.com which was a report from “Niche.” It listed Vestavia Hills as the number one suburb in their listing of 2015 America’s Top Suburbs.
- The Altadena Valley Country Club inspection period is scheduled to expire soon. The City is still investigating to determine issues which might affect development should the property be partially developed, with the remainder donated to the City for public use. Mr. Downes stated that the annexation of the property is on the agenda to begin the annexation process and due diligence continues.

COUNCILOR REPORTS

- The Mayor stated that Wing Ding is scheduled to begin Saturday. He stated that Mr. Henley’s team has won the last two years and wondered if the trend would continue into a third year. Proceeds go to Cystic Fybrosis.
- The Mayor announced that the Council will need to move into executive session at the end of this meeting, but there’ll be no business to follow the session.

FINANCIAL REPORTS

Melvin Turner, III, Finance Director presented the financial reports for the month of April 2015. He read and explained the balances of the report.

APPROVAL OF MINUTES

The minutes of Approval of Minutes of May 11, 2014 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of May 11, 2014 (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. Sharp – abstained	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4713

Resolution Number 4713 – Annexation – 90-Day – 74 +/- Acres Adjacent To The Cahaba River; Freshwater Land Trust, Owners (*public hearing*)

MOTION Motion to approve Resolution Number 4713 was by Mr. Henley and second was by Mr. Pierce.

Mr. Pierce gave a report from the Annexation Committee regarding this property. He stated that the location is north of Liberty Park and adjacent to the Cahaba River. It will never be developed and is owned by the Freshwater Land Trust who is requesting the annexation.

Mr. Ammons asked about the canoe launch.

Ms. Leavings explained that this does not include the current canoe launch.

The Mayor asked about liability to the City if they put in a canoe launch and Mr. Boone stated that this is property owned by Freshwater, the City has no liability in it.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked for the question.

Roll call vote as follows:

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

RESOLUTION NUMBER 4714

Resolution Number 4714 – A Resolution Authorizing The Mayor To Execute And Deliver An Employment Contract For The City Manager (*public hearing*)

MOTION Motion to approve Resolution Number 4714 was by Mr. Ammons and second was by Mr. Henley.

The Mayor explained that the two-year contract with Mr. Downes is set to expire soon and the Council wanted to extend a contract to complete this fiscal year and then begin into a three-year contract. He stated that Mr. Boone has written the contracts and they are here to be approved by the Council to be extended to Mr. Downes for his

consideration. The Mayor indicated that Mr. Downes is a City employee and, therefore, is deserving of any and all COLAs that are awarded to employees.

Mr. Downes stated that he has reviewed the contracts and he accepts the terms.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked for the question.

Roll call vote as follows:

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

ORDINANCE NUMBER 2495-A

Ordinance Number 2495-A – An Ordinance Granting A 1-Year Extension For Conditional Use Approval For Construction Of A 120’ Stealth Monopole (Monopine) On The Property Located At 2062 Columbiana Road (*public hearing*)

MOTION Motion to approve Ordinance Number 2495-A was by Mr. Sharp and second was by Mr. Henley.

Mr. Downes stated that construction of a monopine was approved for this location last year through a conditional use which expired in April. The owner had lost funding for a few months but indicated the desire to extend the conditional use approval for an additional year because he believes the tower funding has been realized. This request approves an additional year for construction.

Andrew Rotenstreich, attorney for the applicant, was present in regard to the request. He explained the funding and the request for the additional year.

The Mayor opened the floor for a public hearing.

Jeremy Jones, 2043 Crestmont Drive, expressed concerns to damages of neighboring residences from failures in the soil and areas around the pole from the weight of the pole and asked about insurance requirements on the pole.

Mr. Rotenstreich stated that the carriers and owners have plenty of insurance but geotechnical testing of the areas of construction have shown that the soil is suitable for this pole. He explained the engineering of the pole, etc.

Mr. Jones asked that the geotechnical reports be open for review to the public and that note be taken that the residents should have an option if damages occur following construction of the pole.

There being no one else to address the Council concerning this request, the Mayor closed the floor and asked for the question.

Roll call vote as follows:

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

ORDINANCE NUMBER 2568

Ordinance Number 2568 - An Ordinance Granting Conditional Use For A Home Occupation At 7024 Lake Run Drive; David And Sandra Redden, Owners (*public hearing*)

MOTION Motion to approve Ordinance Number 2568 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this request is for a home occupation at 7024 Lake Run Drive for a consulting business limited to several conditions which were detailed in the recommendation and the Ordinance.

Sandra Redden was present in regard to the request.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked for the question.

Roll call vote as follows:

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

ORDINANCE NUMBER 2569

Ordinance Number 2569 – An Ordinance Granting A Conditional Use For A Home Occupation At 917 Vestlake Hollow Circle; Regan Goldberg, Owner (*public hearing*)

MOTION Motion to approve Ordinance Number 2569 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this request is for a home occupation at 917 Vestlake Hollow Circle for a consulting business limited to several conditions which were detailed in the recommendation and the Ordinance.

Regan Goldberg was present in regard to the request.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked for the question.

Roll call vote as follows:

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

NEW BUSINESS

RESOLUTION NUMBER 4715

Resolution Number 4715 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

MOTION Motion to approve Resolution Number 4715 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this Resolution declares an old truck as surplus and directs the sale of said truck.

Roll call vote as follows:

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

RESOLUTION NUMBER 4717

Resolution Number 4717 – Alcohol License – 1st Annual Crawfish Boil Event; Jacquelines, Inc., For A 140 – Special Events Retail License In The Parking Lot Of 2531 Rocky Ridge Road (The Shops At Oak Park); Maria Adan, Executive

MOTION Motion to approve Resolution Number 4715 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this is a request for a special events license for a crawfish boil in the parking lot.

Brittany Carr, Manager of Jacquelines, explained the special event and stated that they hope this will be done annually. She stated that she and the owner are both ABC certified and will be the ones responsible for service.

Chief Rary stated that the Police Department has had no reports of problems with the operation of this restaurant.

The Mayor opened the floor for a public hearing. There being no one to address the Council concerning this request, the Mayor closed the floor and asked for the question.

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – 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 June 8, 2015 at 5 PM.

- Resolution Number 4716 - Annexation – 90-Day – Altadena Valley Country Club property located in Jefferson and Shelby Counties adjacent to Acton Road

CITIZENS COMMENTS

None.

EXECUTIVE SESSION

The Mayor stated that the Council needed to move into executive session for an estimated 45 minutes for the sale/purchase of property and that there would be no business conducted following the session. He opened the floor for a motion.

MOTION Motion to move into executive session for an estimated 45 minutes for the purchase/sale of real estate was by Mr. Pierce and second was by Mr. Henley. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
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Mr. Sharp – yes
Mayor Zaragoza – yes

Mr. Ammons – yes
motion carried.

The Council exited the Chamber at 5:55 PM and entered into executive session. At 7:10 PM, the Council adjourned from executive session and entered into the Chamber. The Mayor called the meeting back to order.

MOTION Motion to adjourn was by Mr. Henley and second was by Mr. Pierce. Meeting adjourned at 7:11 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4716

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated May 21, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 8th day of June, 2015; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 10th day of June, 2015.

2. That on the 28th day of September, 2015, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4716 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

Altadena Valley Country Club
Nall Partnership, LTD and Wesley L. Burnham, Jr., Owner(s)

More particularly described as follows:

PARCEL 1

All that part of the following described property situated in the South V2 of the Southeast 1/4 of Section 33, Township 18, Range 2 West:

A parcel of land located in the S 1/2 of the Southeast 1/4 of Section 33, Township 18 South, Range 2 West, and the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 18 South, Range 2 West, all in Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said Section 33, thence in a westerly direction along the south line of said Section 33, a distance of 1588.12 feet, thence 41°10'15" right in a Northwesterly direction a distance of 159.10 feet; thence 94°26'22" right in a Northeasterly direction a distance of 163.65 feet; thence 94°26'22" left in a Northwesterly direction a distance of 62.01 feet; thence 71°49'10" right in a Northeasterly direction a distance of 69.25 feet to the beginning of a curve to the right having a central angle of 18°10'50" and a radius of 600.0 feet; thence in a Northeasterly direction along said curve, a distance of 190.39 feet to end of curve; thence in a Northeasterly direction a distance of 97.0 feet; thence 90° right in a Southeasterly direction a distance of 218.43 feet; thence 90° left in a Northeasterly direction a distance of 264.98 feet; thence 15°31' left in a Northeasterly direction a distance of 331.28 feet; thence 67°21'45" left in a Northwesterly direction a distance of 345.73 feet; thence 91°56'55" left in a Southwesterly direction a distance of 629.60 feet; thence 16°53'14" left in a Southwesterly direction a distance of 499.50 feet; thence 11°42'54" right in a Southwesterly direction a distance of 398.89 feet to the intersection with the south line of said Section 33, said point being 494.09 feet East of the Southwest corner of the Southeast 1/4 of said Section 33; thence 48°49'45" right in a westerly direction along said south line of said Section 33 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Northeasterly and Easterly direction along said right of way line until it intersects the Southwesterly right of way line of River Estates Road as shown on plat of River Estates and recorded in Map Book 53, Page 55, in the Office of the Judge of Probate in Jefferson County, Alabama; thence in a Southeasterly direction along said right of way of River Estates Road to the intersection with the south line of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 18 South, Range 2 West; thence 148°34' right in a westerly direction along the south

line of said 1/4 1/4 section, a distance of 417.20 feet to the point of beginning. EXCEPT: The following 50 foot wide road right of way located in the Southwest 1/4 of the Southeast 1/4 of said Section 33; Commence at the Southwest corner of said Southwest 1/4 of Southeast 1/4; thence in an easterly direction along the south line of said 1/4 1/4 section a distance of 494.09 feet; thence 48°49'45" left in a Northeasterly direction a distance of 398.89 feet to the point of beginning of herein described 50 foot wide road right of way, said point being the P.I. of a curve to the left, having a central angle of 35° and a tangent of 90.0 feet; thence 63°45'51" left in a Northwesterly direction along the tangent extended of said curve, a distance of 90.0 feet to the end of said curve; thence in a Northwesterly direction along the center line of said 50 foot wide road right of way to the intersection with the Southeasterly right of way of Acton Road, said point being end of herein described right of way. Situated in Jefferson County, Alabama.

Less and Except any property conveyed to Jefferson County in Inst. No. 9916-3899.

PARCEL II

A parcel of land located in the South half of the Southeast 1/4 of Section 33, Township 18 South, Range 2 West, more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 33, Township 18 South, Range 2 West; thence in an easterly direction along the south line of said 1/4 section a distance of 494.09 feet; thence 48°49'45" left in a Northeasterly direction a distance of 398.89 feet; thence 11°42'54" left in a Northeasterly direction a distance of 499.50 feet to the point of beginning; thence 16°53'14" right in a Northeasterly direction a distance of 629.60 feet; thence 91°56'55" right in a Southeasterly direction a distance of 345.73 feet; thence 67°21'45" right in a Southwesterly direction a distance of 331.28 feet; thence 15°31' right in a Southwesterly direction a distance of 264.98 feet; thence 90° right in a Northwesterly direction a distance of 488.43' to the point of beginning. Less and except any property conveyed to Jefferson County, Alabama in Inst. No. 99163899.

PARCEL III

All that part of the following described property situated in the Southwest 1/2 of the Southwest 1/4 of Section 34, Township 18, Range 2 West:

A parcel of land located in the S 1/2 of the Southeast 1/4 of Section 33, Township 18 South, Range 2 West, and the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 18 South, Range 2 West, all in

Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said Section 33, thence in a westerly direction along the south line of said Section 33, a distance of 1588.12 feet, thence $41^{\circ}10'15''$ right in a Northwesterly direction a distance of 159.10 feet; thence $94^{\circ}26'22''$ right in a Northeasterly direction a distance of 163.65 feet; thence $94^{\circ}26'22''$ left in a Northwesterly direction a distance of 62.01 feet; thence $71^{\circ}49'10''$ right in a Northeasterly direction a distance of 69.25 feet to the beginning of a curve to the right having a central angle of $18^{\circ}10'50''$ and a radius of 600.0 feet; thence in a Northeasterly direction along said curve, a distance of 190.39 feet to end of curve; thence in a Northeasterly direction a distance of 97.0 feet; thence 90° right in a Southeasterly direction a distance of 218.43 feet; thence 90° left in a Northeasterly direction a distance of 264.98 feet; thence $15^{\circ}31'$ left in a Northeasterly direction a distance of 331.28 feet; thence $67^{\circ}21'45''$ left in a Northwesterly direction a distance of 345.73 feet; thence $91^{\circ}56'55''$ left in a Southwesterly direction a distance of 629.60 feet; thence $16^{\circ}53'14''$ left in a Southwesterly direction a distance of 499.50 feet; thence $11^{\circ}42'54''$ right in a Southwesterly direction a distance of 398.89 feet to the intersection with the south line of said Section 33, said point being 494.09 feet East of the Southwest corner of the Southeast 1/4 of said Section 33; thence $48^{\circ}49'45''$ right in a westerly direction along said south line of said Section 33 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Northeasterly and Easterly direction along said right of way line until it intersects the Southwesterly right of way line of River Estates Road as shown on plat of River Estates and recorded in Map Book 53, Page 55, in the Office of the Judge of Probate in Jefferson County, Alabama; thence in a Southeasterly direction along said right of way of River Estates Road to the intersection with the south line of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 18 South, Range 2 West; thence $148^{\circ}34'$ right in a westerly direction along the south line of said 1/4 1/4 section, a distance of 417.20 feet to the point of beginning.

PARCEL IV

A parcel of land located in the Northeast V4 of Section 4, Township 19 South, Range 2 West, and the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 19 South, Range 2 West, all in Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of Section 4, Township 19 South, Range 2 West; thence in a westerly direction along the north line of said Section 4, a distance of 1588.12 feet; thence $48^{\circ}49'45''$ left, in a Southwesterly direction a distance of 236.84 feet; thence $3^{\circ}11'48''$ left in a Southwesterly direction a distance of 508.95 feet; thence $2^{\circ}15'12''$ left in a Southwesterly direction a distance of 412.0 feet; thence $82^{\circ}57'$ right in a Northwesterly

direction a distance of 79.0 feet; thence $30^{\circ}51'$ left in a westerly direction a distance of 201.0 feet; thence 90° right in a northerly direction a distance of 258.0 feet; thence $37^{\circ}57'$ right in a Northeasterly direction a distance of 207.0 feet; thence $6^{\circ}11'29''$ left in a Northeasterly direction a distance of 379.33 feet; thence $11^{\circ}35'29''$ right in a Northeasterly direction a distance of 170.11 feet to the intersection with the north line of said Section 4; thence $131^{\circ}10'15''$ left in a westerly direction along the north line of said Section 4 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Southwesterly direction along said right of way line to the intersection with the West line of the Northeast V4 of said Section 4; thence $33^{\circ}37'45''$ left in a southerly direction along said West line of said Section 4, a distance of 1366.15 feet; thence $112^{\circ}21'45''$ left, in a Northeasterly direction a distance of 494.18 feet; thence $12^{\circ}05'15''$ right in a Northeasterly direction a distance of 683.44 feet; thence $11^{\circ}49'$ left, in a Northeasterly direction a distance of 574.27 feet; thence $2^{\circ}45'45''$ right in a Northeasterly direction a distance of 773.80 feet; thence $3^{\circ}55'15''$ left in a Northeasterly direction a distance of 585.62 feet; thence $49^{\circ}44'45''$ left in a Northeasterly direction a distance of 134.22 feet to the Southwest corner of Lot 39 River Estates, as recorded in Map Book 4, Page 27, in the Probate Office of Shelby County, Alabama; thence $112^{\circ}53'30''$ left in a Southwesterly direction a distance of 203.96 feet; thence $145^{\circ}53'30''$ right in a Northeasterly direction a distance of 345.0 feet to a point in the westerly line of said Lot 39; thence 33° left, in a Northeasterly direction along the westerly line of said Lot 39, a distance of 360.0 feet to the Northwest corner of said Lot 39, said point being the Southwesterly line of River Estates Road; thence $73^{\circ}30'$ left in a Northwesterly direction along said Southwesterly line of River Estates Road, a distance of 83.45 feet to the intersection with the north line of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 19 South, Range 2 West; thence $31^{\circ}26'$ left in a westerly direction along the north line of said 1/4 1/4 section a distance of 417.20 feet to the point of beginning. LESS AND EXCEPT that portion conveyed in Inst. No. 20020508000217420 and re-recorded in Inst. No. 20020710000318550 in the Probate Office of Shelby County, Alabama, more particularly described as follows: That part of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West lying South and West of an unnamed tributary of Cahaba River: and that part of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West lying North and West of an unnamed tributary of Cahaba River, more particularly described as follows: Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West, said corner being the point of beginning of the property herein described; thence run northerly along the west boundary of said 1/4 1/4 section a distance of 356.4 feet; thence turn an angle to the right of $125^{\circ}02'25''$; and run in a Southeasterly direction a distance of 219.6 feet; thence turn an angle to the right of $31^{\circ}09'51''$ and run in a Southeasterly direction along the centerline of an

unnamed tributary of the Cahaba River a distance of 190.1 feet, more or less, to the centerline of an unnamed tributary of the Cahaba River; thence turn an angle to the right of 62°58'14" and run in a Southwesterly direction along the centerline of an unnamed tributary of the Cahaba River a distance of 406.0 feet, more or less, to the west boundary of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West; thence turn an angle to the right of 140°49'30" and run Northerly along the West boundary of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West, a distance of 258.4 feet, more or less, back to the point of beginning.

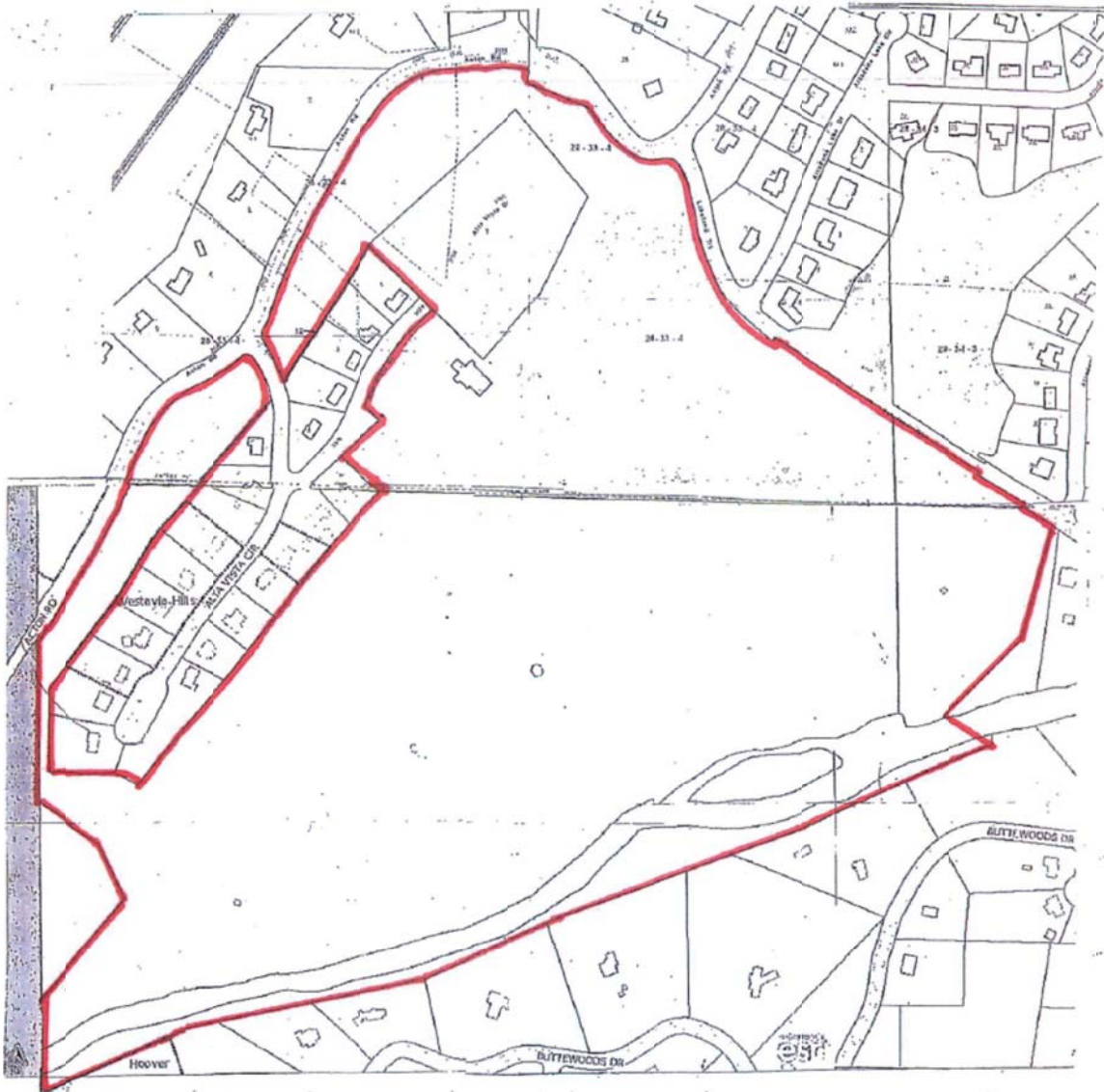
All of said property lies in the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 19 South, Range 2 West, Jefferson County, Alabama, Birmingham Division and in Shelby County, Alabama.

APPROVED and ADOPTED this the 8th day of June, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Annexation Committee Petition Review

Property: Altadena Country Club

Owners: Nall LLC

Date: 3-12-15

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of _____. Meets city criteria: Yes No
Comment: _____ N/A
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes _____ Number in city N/A
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: Altadena Country Club

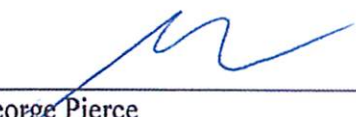
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes _____ No Comments: _____

11. Information on children: Number in family N/A Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman

STATE OF ALABAMA

JEFFERSON AND SHELBY COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: _____

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson & Shelby County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: N/A

BLOCK: N/A

SURVEY: N/A

RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: CC-1 and A-1 (Jefferson County) and E-1 (Shelby County)

COMPATIBLE CITY ZONING: Inst. A and E-2 **

LEGAL DESCRIPTION (METES AND BOUNDS):

SEE ATTACHMENTS FOR METES AND BOUNDS LEGAL DESCRIPTIONS.

** Applicants intend to apply for rezoning pending final annexation in accordance with the provisions of the Annexation Agreement between the applicants and the City dated the 15th day of April, 2015.

See attachment for metes and bounds legal description.

PARCEL I

All that part of the following described property situated in the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 18, Range 2 West:

A parcel of land located in the S $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 West, and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West, all in Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said Section 33, thence in a westerly direction along the south line of said Section 33, a distance of 1588.12 feet, thence $41^{\circ}10'15''$ right in a Northwesterly direction a distance of 159.10 feet; thence $94^{\circ}26'22''$ right in a Northeasterly direction a distance of 163.65 feet; thence $94^{\circ}26'22''$ left in a Northwesterly direction a distance of 62.01 feet; thence $71^{\circ}49'10''$ right in a Northeasterly direction a distance of 69.25 feet to the beginning of a curve to the right having a central angle of $18^{\circ}10'50''$ and a radius of 600.0 feet; thence in a Northeasterly direction along said curve, a distance of 190.39 feet to end of curve; thence in a Northeasterly direction a distance of 97.0 feet; thence 90° right in a Southeasterly direction a distance of 218.43 feet; thence 90° left in a Northeasterly direction a distance of 264.98 feet; thence $15^{\circ}31'$ left in a Northeasterly direction a distance of 331.28 feet; thence $67^{\circ}21'45''$ left in a Northwesterly direction a distance of 345.73 feet; thence $91^{\circ}56'55''$ left in a Southwesterly direction a distance of 629.60 feet; thence $16^{\circ}53'14''$ left in a Southwesterly direction a distance of 499.50 feet; thence $11^{\circ}42'54''$ right in a Southwesterly direction a distance of 398.89 feet to the intersection with the south line of said Section 33, said point being 494.09 feet East of the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 33; thence $48^{\circ}49'45''$ right in a westerly direction along said south line of said Section 33 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Northeasterly and Easterly direction along said right of way line until it intersects the Southwesterly right of way line of River Estates Road as shown on plat of River Estates and recorded in Map Book 53, Page 55, in the Office of the Judge of Probate in Jefferson County, Alabama; thence in a Southeasterly direction along said right of way of River Estates Road to the intersection with the south line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West; thence $148^{\circ}34'$ right in a westerly direction along the south line of said $\frac{1}{4}$ $\frac{1}{4}$ section, a distance of 417.20 feet to the point of beginning.

EXCEPT: The following 50 foot wide road right of way located in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; Commence at the Southwest corner of said Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$; thence in an easterly direction along the south line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 494.09 feet; thence $48^{\circ}49'45''$ left in a Northeasterly direction a distance of 398.89 feet to the point of beginning of herein described 50 foot wide road right of way, said point being the P.I. of a curve to the left, having a central angle of 35° and a tangent of 90.0 feet; thence $63^{\circ}45'51''$ left in a Northwesterly direction along the tangent extended of said curve, a distance of 90.0 feet to the end of said curve; thence in a Northwesterly direction along the center line of said 50 foot wide road right of way to the intersection with the Southeasterly right of way of Acton Road, said point being end of herein described right of way. Situated in Jefferson County, Alabama.

Less and Except any property conveyed to Jefferson County in Inst. No. 9916-3899.

PARCEL II

A parcel of land located in the South half of the Southeast $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 West, more particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 West; thence in an easterly direction along the south line of said $\frac{1}{4}$ section a distance of 494.09 feet; thence $48^{\circ}49'45''$ left in a Northeasterly direction a distance of 398.89 feet; thence $11^{\circ}42'54''$ left in a Northeasterly direction a distance of 499.50 feet to the point of beginning; thence $16^{\circ}53'14''$ right in a Northeasterly direction a distance of 629.60 feet; thence $91^{\circ}56'55''$ right in a Southeasterly direction a distance of 345.73 feet; thence $67^{\circ}21'45''$ right in a Southwesterly direction a distance of 331.28 feet; thence $15^{\circ}31'$ right in a Southwesterly direction a distance of 264.98 feet; thence 90° right in a Northwesterly direction a distance of 488.43' to the point of beginning.

Less and except any property conveyed to Jefferson County, Alabama in Inst. No. 9916-3899.

PARCEL III

All that part of the following described property situated in the Southwest $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 18, Range 2 West:

A parcel of land located in the S $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 West, and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West, all in Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said Section 33, thence in a westerly direction along the south line of said Section 33, a distance of 1588.12 feet, thence $41^{\circ}10'15''$ right in a Northwesterly direction a distance of 159.10 feet; thence $94^{\circ}26'22''$ right in a Northeasterly direction a distance of 163.65 feet; thence $94^{\circ}26'22''$ left in a Northwesterly direction a distance of 62.01 feet; thence $71^{\circ}49'10''$ right in a Northeasterly direction a distance of 69.25 feet to the beginning of a curve to the right having a central angle of $18^{\circ}10'50''$ and a radius of 600.0 feet; thence in a Northeasterly direction along said curve, a distance of 190.39 feet to end of curve; thence in a Northeasterly direction a distance of 97.0 feet; thence 90° right in a Southeasterly direction a distance of 218.43 feet; thence 90° left in a Northeasterly direction a distance of 264.98 feet; thence $15^{\circ}31'$ left in a Northeasterly direction a distance of 331.28 feet; thence $67^{\circ}21'45''$ left in a Northwesterly direction a distance of 345.73 feet; thence $91^{\circ}56'55''$ left in a Southwesterly direction a distance of 629.60 feet; thence $16^{\circ}53'14''$ left in a Southwesterly direction a distance of 499.50 feet; thence $11^{\circ}42'54''$ right in a Southwesterly direction a distance of 398.89 feet to the intersection with the south line of said Section 33, said point being 494.09 feet East of the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 33; thence $48^{\circ}49'45''$ right in a westerly direction along said south line of said Section 33 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Northeasterly and Easterly direction along said right of way line until it intersects the Southwesterly right of way line of River Estates Road as shown on plat of River Estates and recorded in Map Book 53, Page 55, in the Office of the Judge of Probate in Jefferson County, Alabama; thence in a Southeasterly direction along said right of way of River Estates Road to the intersection with the south line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 2 West; thence $148^{\circ}34'$ right in a westerly direction along the south line of said $\frac{1}{4}$ section, a distance of 417.20 feet to the point of beginning.

PARCEL IV

A parcel of land located in the Northeast $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West, all in Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of Section 4, Township 19 South, Range 2 West; thence in a westerly direction along the north line of said Section 4, a distance of 1588.12 feet; thence $48^{\circ}49'45''$ left, in a Southwesterly direction a distance of 236.84 feet; thence $3^{\circ}11'48''$ left in a Southwesterly direction a distance of 508.95 feet; thence $2^{\circ}15'12''$ left in a Southwesterly direction a distance of 412.0 feet; thence $82^{\circ}57'$ right in a Northwesterly direction a distance of 79.0 feet; thence $30^{\circ}51'$ left in a westerly direction a distance of 201.0 feet; thence 90° right in a northerly direction a distance of 258.0 feet; thence $37^{\circ}57'$ right in a Northeasterly direction a distance of 207.0 feet; thence $6^{\circ}11'29''$ left in a Northeasterly direction a distance of 379.33 feet; thence $11^{\circ}35'29''$ right in a Northeasterly direction a distance of 170.11 feet to the intersection with the north line of said Section 4; thence $131^{\circ}10'15''$ left in a westerly direction along the north line of said Section 4 to the intersection with the Southeasterly right of way line of Acton Road; thence in a Southwesterly direction along said right of way line to the intersection with the West line of the Northeast $\frac{1}{4}$ of said Section 4; thence $33^{\circ}37'45''$ left in a southerly direction along said West line of said Section 4, a distance of 1366.15 feet; thence $112^{\circ}21'45''$ left, in a Northeasterly direction a distance of 494.18 feet; thence $12^{\circ}05'15''$ right in a Northeasterly direction a distance of 683.44 feet; thence $11^{\circ}49'$ left, in a Northeasterly direction a distance of 574.27 feet; thence $2^{\circ}45'45''$ right in a Northeasterly direction a distance of 773.80 feet; thence $3^{\circ}55'15''$ left in a Northeasterly direction a distance of 585.62 feet; thence $49^{\circ}44'45''$ left in a Northeasterly direction a distance of 134.22 feet to the Southwest corner of Lot 39 River Estates, as recorded in Map Book 4, Page 27, in the Probate Office of Shelby County, Alabama; thence $112^{\circ}53'30''$ left in a Southwesterly direction a distance of 203.96 feet; thence $145^{\circ}53'30''$ right in a Northeasterly direction a distance of 345.0 feet to a point in the westerly line of said Lot 39; thence 33° left, in a Northeasterly direction along the westerly line of said Lot 39, a distance of 360.0 feet to the Northwest corner of said Lot 39, said point being the Southwesterly line of River Estates Road; thence $73^{\circ}30'$ left in a Northwesterly direction along said Southwesterly line of River Estates Road, a distance of 83.45 feet to the intersection with the north line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West; thence $31^{\circ}26'$ left in a westerly direction along the north line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 417.20 feet to the point of beginning.

LESS AND EXCEPT that portion conveyed in Inst. No. 20020508000217420 and re-recorded in Inst. No. 20020710000318550 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

That part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West lying South and West of an unnamed tributary of Cahaba River: and that part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West lying North and West of an unnamed tributary of Cahaba River, more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West, said corner being the point of beginning of the property herein described; thence run northerly along the west boundary of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 356.4 feet; thence turn an angle to the right of $125^{\circ}02'25''$ and run in a Southeasterly direction a distance of 219.6 feet; thence turn an angle to the right of $31^{\circ}09'51''$ and run in a Southeasterly direction along the centerline of an unnamed tributary of the Cahaba River a distance of 190.1 feet, more or less, to the centerline of an unnamed tributary of the Cahaba River; thence turn an angle to the right of $62^{\circ}58'14''$ and run in a Southwesterly direction along the centerline of an unnamed tributary of the Cahaba River a distance of 406.0 feet, more or less, to the west boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West; thence turn an angle to the right of $140^{\circ}49'30''$ and run Northerly along the West boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West, a distance of 258.4 feet, more or less, back to the point of beginning.

All of said property lies in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 19 South, Range 2 West, Jefferson County, Alabama, Birmingham Division and in Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
NALL PARTNERSHIP, LTD. By: <u>J.W. Nall Jr</u> Lot _____ Block _____ Survey _____ Name: _____ Trs: _____ Lot _____ Block _____ Survey _____	

<u>Wesley L. Burnham, Jr.</u> Lot _____ Block _____ Survey _____ Wesley L. Burnham, Jr.	
--	--

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

J.W. Nall Jr being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

J.W. Nall Jr
Signature of Certifier

Subscribed and sworn before me this the 19th day of May, 20 15.

Katey Smith
Notary Public

My commission expires: _____ **My Commission Expires
May 8, 2017**

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Nall Partnership, Ltd. and Wesley L. Burnham, Jr.

Address: 119 Euclid Avenue

City: Birmingham State: AL Zip: 35213

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	NONE				
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____

RESOLUTION NUMBER 4718

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR TURNER FOOD SYSTEMS, LLC D/B/A
TURNER FOOD SYSTEMS; DONNA LEIGH
TURNER AND TRENTON TURNER JR,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Turner Food Systems, LLC d/b/a Turner Food Systems, located at 4700 Sicard Hollow Road, Vestavia Hills, Alabama, for the on-premise sale of 150 - Special Retail License - 30 days or less; Donna Leigh Turner and Trenton Turner Jr, executives.

APPROVED and ADOPTED this the 8th day of June, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150527145611529

Type License: 150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS **State:** \$100.00 **County:** \$100.00

Type License: **State:** **County:**

Trade Name: TURNER FOOD SYSTEMS **Filing Fee:** \$50.00

Applicant: TURNER FOOD SYSTEMS LLC **Transfer Fee:**

Location Address: 4700 SICARD HOLLOW ROAD VESTAVIA HILLS, AL 35243

Mailing Address: PO BOX 660842 VESTAVIA HILLS, AL 35266

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: 200002 6965

Date Incorporated: 02/18/2000 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 02/15/2000 **Alabama State Sales Tax ID:** 370059420

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

Name:	Title:	Date and Place of Birth:	Residence Address:
DONNA LEIGH TURNER 7387576 - AL	MEMBER	06/22/1964 FORT CAMPBELL KENTUCKY	1725 CROSSWOOD LANE VESTAVIA HILLS, AL 35216
TRENTON TURNER JR 7102106 - AL	MEMBER	03/22/1962 BIRMINGHAM ALABAMA	1725 CROSSWOOD LANE VESTAVIA HILLS, AL 35216

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

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

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

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

Contact Person: TRENTON TURNER JR

Business Phone: 205-428-8700

Fax:

Home Phone: 205-978-4060

Cell Phone: 205-515-4828

E-mail: TRENTON@TURNERFOODSYSTEMS.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150527145611529

If applicant is leasing the property, is a copy of the lease agreement attached?
 Name of Property owner/lessor and phone number: CITY OF VESTAVIA HILLS 205-978-0195
 What is lessors primary business? CITY MANAGEMENT
 Is lessor involved in any way with the alcoholic beverage business? N/A
 Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? YES
 Is the business used to habitually and principally provide food to the public? YES
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 1500 Display Square Footage:
 Building seating capacity: 3000 Does Licensed premises include a patio area? NO
 License Structure: SINGLE STRUCTURE License covers: OTHER
 Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150527145611529

Initial each

Signature page

- In reference to law violations, I attest to the truthfulness of the responses given within the application.
- In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): TRENTON ORLAND TURNER, JR.

Signature of Applicant: [Handwritten Signature]

Notary Name (print): Wendy Abbott

Notary Signature: [Handwritten Signature]

Commission expires: 10-21-18

Application Taken: 5/27/15 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office: 5/27/15

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150527145611529

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less? YES

More than 30 days? NO

Franchisee or Concessionaire of above? YES

Other valid responsible organization: YES

Explanation:

CITY OF VESTAVIA HILLS

Special Events / Special Retail (7 days or less)

Starting Date: 06/12/2015 Ending Date: 06/21/2015

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: STRUCTURE, STANDS, AND AREA AROUND THE FIELDS

Are there any special restrictions, instructions, and/or conditions for this license?: NO

ALCOHOL OUTSIDE OF LICENSED AREA

NO TO GO SALES

INTEROFFICE MEMORANDUM

DATE: September 15, 2014

TO: Dan Rary, Acting Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request – 150 - Special Retail License - 30 days or less

Please find attached information submitted by Donna Leigh Turner and Trenton Turner Jr who request an alcohol license to sell 150 - Special Retail License - 30 days or less at the Turner Food Systems, LLC d/b/a Turner Food Systems, 4700 Sicard Hollow Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 8th day of June, 2015 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

RESOLUTION NUMBER 4719

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH ALDOT FOR JEFFERSON COUNTY PROJECT NUMBER: STPBH-3715(252); RESURFACING VARIOUS ELIGIBLE ROADS/STREETS IN JEFFERSON COUNTY

WHEREAS, the City of Vestavia Hills, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made within the City Limits of Vestavia Hills, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-3715(252) – Resurfacing Various Eligible Roads/Streets in Jefferson County.

Site 3: Columbiana Road from Gentilly Drive to the South End of Bridge over Shades Creek (Sheet-IC).

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the City Council of Vestavia Hills that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans. The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting

streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A- This project does not require permanent barricade or relocation of any intersection streets. Please refer to: Project Notes

Please refer to: Traffic Signal Plan Notes

Please refer to: Traffic Control Notes.

Please refer to: Sequence of Construction and Traffic Control Plan (Sheets21-2L) (Sheets2M-2P) (Sheets20-2V) (Sheets6-17)

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above-mentioned project the City will not in the future permit encroachments upon the right-of-way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and

efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in the Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

This Resolution **PASSED, ADOPTED and APPROVED** this the 8th day of June 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

APPROVED BY:

Jeffrey D. Downes,
City Manager

I, the undersigned, Clerk of the City of Vestavia Hills, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 8th day of June, 2015 which resolution is on file in the Office of the City Clerk.

Given under my hand and official seal of such City of Vestavia Hills this _____ day of _____ 2015.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4720

**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; and
2. This Resolution Number 4720 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 8th day of June, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

04/21/15

To: Rebecca Leavings

From: Sgt. Gaston, Officer Wilson

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

- 1999 Kustom Signals speed monitoring awareness radar trailer Property # 13096

Please contact me with any questions or concerns.

Thanks, Sgt. Gaston ext.#137

Officer Wilson ext.#110

Rebecca Leavings

From: Brian Davis
Sent: Monday, June 01, 2015 7:13 AM
To: Rebecca Leavings; Jason Burnett
Subject: Surplus Property

Becky, please add this to the surplus property list for the council action as you can. Thank you.

VIN # 2FAFP71W4WX142014
1998 Ford Crown Victoria

*"The pessimist sees difficulty in every opportunity. The optimist sees opportunity in every difficulty."
Winston Churchill*

Brian C. Davis, Director
Department of Public Services
City of Vestavia Hills, AL
513 Montgomery Highway
Vestavia Hills, AL 35216
205-978-0150



Connect with the City of Vestavia Hills!

Facebook <http://www.facebook.com/CityofVestaviaHills>

Twitter <https://twitter.com/@vestavihillsal>

Website <http://www.vhal.org>

Vestavia Hills Action Center <http://vhal.org/action-center/>

(also in iTunes and Google Play store)



RESOLUTION NUMBER 4724

**A RESOLUTION GRANTING ALABAMA POWER COMPANY A
UTILITY EASEMENT FOR CONNECTION OF ELECTRICAL
SERVICE**

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 4724 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of June, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Source of Title:

Deed Book 200304, Page 5172 & Deed Book 200309, Page 3918

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF JEFFERSON

W.E. No. A6173-14-B315

APCO Parcel No. 70271222

Transformer No. S19012

This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That The City of Vestavia Hills, Alabama, a municipal corporation

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Jefferson County, Alabama (the "Property"): three parcels of land all located in the NE¼ of the SW¼ of Section 32, Township 18 South, Range 2 West, more particularly described in those certain instruments recorded in deed book 200304, page 5172 and in deed book 200309, page 3918, in the office of the Judge of Probate of said County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____,
its authorized representative, as of the _____ day of _____, 20____.

ATTEST (if required) or WITNESS:

The City of Vestavia Hills, Alabama, a municipal corporation
(Grantor - Name of Corporation/Partnership/LLC)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____
[indicate: President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: 70271222

All facilities on Grantor: _____ Station to Station: _____

CORPORATION NOTARY

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that
_____, whose name as _____ of
_____, a corporation, is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such officer and with full authority, executed the same
voluntarily for and as the act of said Corporation.

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

[SEAL]

Notary Public

My commission expires: _____



Description of Services: _____

Perform work on Vestavia Hills Elementary Cahaba Heights School owned system that is required to relocate the

Primary Metering Point to the south side of the school.

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 12143687
1720105

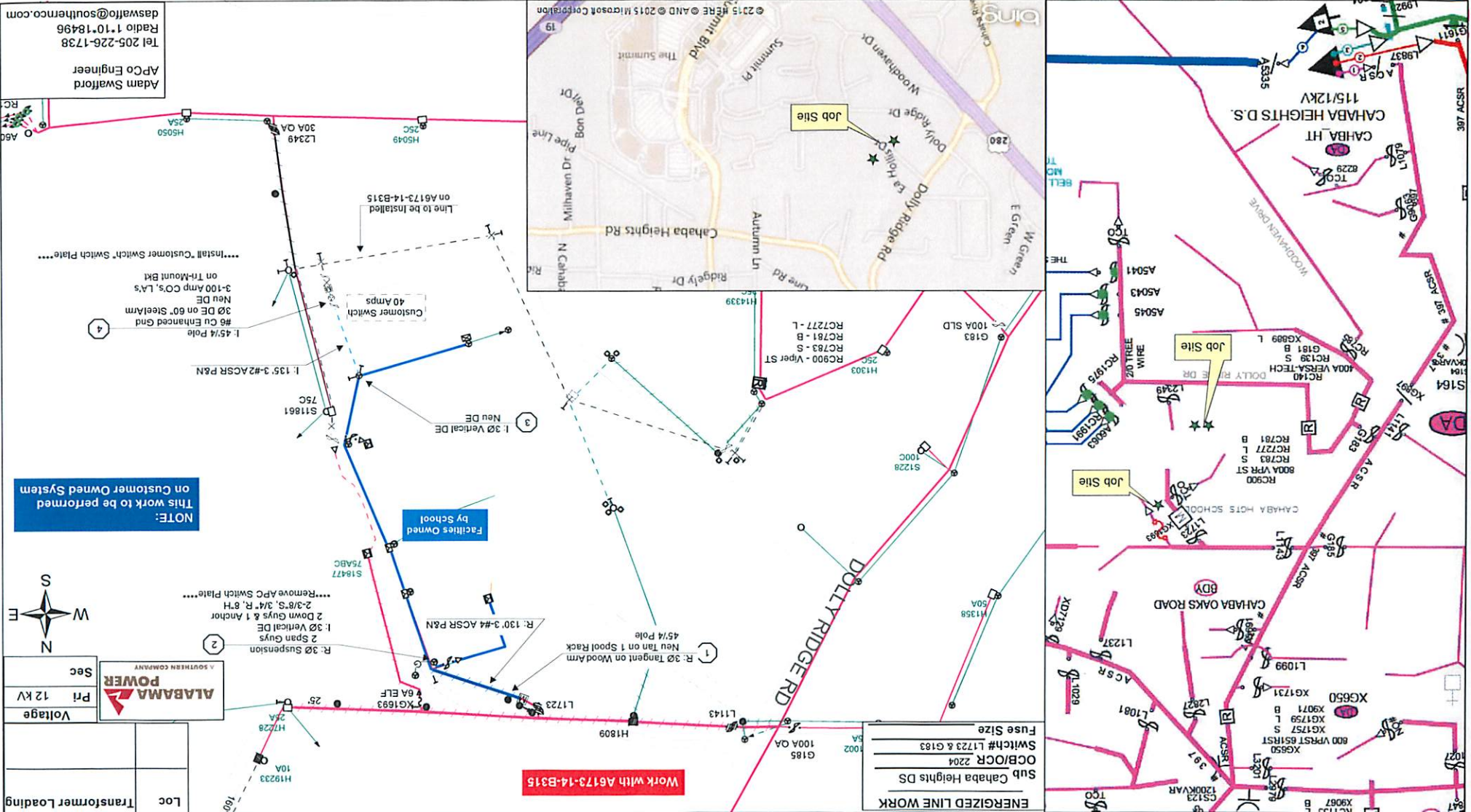
Map Center LatLong: 33.451775
-86.73865

1 inch = 125 feet

Customer	City of Vestavia	4401 Dolly Ridge Rd	District	Metro South	Town	Vestavia	Created: Svc Date	7/31/2015	County	Jefferson	Section	22	Township	18S	Range	02W	Add'l Info.	Estimate No.	CJO: 9B0286	MISSALL#
Division	PD Birmingham																			

ENERGIZED LINE WORK
Sub Cahaba Heights DS
OCB/OCR 2204
Switch# L1723 & G183
Fuse Size

Work with A6173-14-B315



Adam Swafford
APCo Engineer
Tel 205-226-1738
Radio 110118496
daswaffo@southernco.com

ORDINANCE NUMBER 2570

AN ORDINANCE FINDING AND DETERMINING THAT REAL PROPERTY (“THE PROPERTY”) BEING VACANT PROPERTY SITUATED AT 2253 GREAT ROCK ROAD, VESTAVIA HILLS, ALABAMA OWNED BY THE CITY OF VESTAVIA HILLS, ALABAMA IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES; AND TO AUTHORIZE AND DIRECT THE CITY MANAGER TO EXECUTE AND DELIVER AN EXCLUSIVE LISTING AND AGENCY AGREEMENT FOR THE EXCLUSIVE RIGHT TO SELL SAID PROPERTY.

THIS ORDINANCE NUMBER 2570 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 8th day of June, 2015.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama is the owner of a parcel of land situated at 2253 Great Rocky Road in the City of Vestavia Hills, Jefferson County, Alabama constituting approximately 0.39± acres, which said property is more particularly described as Lot 15, Block 3, Southridge Addition and shall hereinafter be referred to as “the Property;” and

WHEREAS, a copy of the Exclusive Right to Sell Property Listing and Agency Agreement (hereinafter referred to collectively as the “Agreement”) is attached hereto, marked as Exhibit A and is incorporated into this Ordinance by reference as though set out fully herein; and

WHEREAS, the Mayor and City Council of the City of Vestavia Hills, Alabama finds and determine that the Property above-described is not needed for municipal or public purposes; and

WHEREAS, the execution and delivery of the Contract was considered at a public hearing held on Monday, June 8, 2015, at the Vestavia Hills Municipal Center located at 513 Montgomery Highway in the City of Vestavia Hills, Alabama beginning at 5:00 p.m.; and

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

1. The City Council of the City of Vestavia Hills, Alabama finds and determines that the Property more particularly described above is not needed for municipal or public purposes.
2. A public hearing was held by the Vestavia Hills City Council on Monday, June 8, 2015, at the Vestavia Hills Municipal Center located at 513 Montgomery Highway in the City of

Vestavia Hills, Alabama beginning at 5:00 p.m to consider the enactment of this Ordinance, the execution and delivery of the Contract and the matters required to be considered.

3. The City Manager is hereby authorized and directed to execute and deliver the written Agreement marked as Exhibit A and attached hereto.

4. 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.

5. The provision of the Ordinance shall become effective immediately upon the passage and approval thereof by the City Council of the City of Vestavia Hills, Alabama and the publication and/or posting thereof as required by Alabama law.

DONE, ORDERED, APPROVED and ADOPTED, on this the 8th day of June, 2015.

Mayor 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 # 2570 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 8th day of June, 2015 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 _____, 2015.

Rebecca Leavings
City Clerk

**EXCLUSIVE RIGHT TO SELL PROPERTY
LISTING AND AGENCY AGREEMENT**

I/WE City of Vestavia Hills (hereinafter referred to as Seller) of the below described property, do hereby grant to Lawrence-Arendall-Humphries Real Estate, Inc. (hereinafter referred to as Broker), the sole and exclusive right to sell, trade, convey, or exchange the Property upon the terms and conditions set forth below.

The Real Property is described as follows: Street Address 2253 Great Rock Rd, City Vestavia Hills County JEFFERSON, State AL, Zip 35216. Legally described as Lot 15 Block 3 Survey Southbridge Ad. Map Book _____ Page _____ OR Parcel # 29-00-25-1-012-015.000.

THE ATTACHED SELLER PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

Seller does does not request that the Property be published in the Birmingham Area Multiple Listing Service, Inc. ("MLS") system.

Seller does does not authorize broker to advertise and disseminate property information to the public through other print and/or electronic media. If the Property Listing is filed with the MLS, Seller hereby grants Broker the right to provide timely notice of status changes to the listing to the MLS and to provide sales information including selling price to the MLS upon the sale of the Property. If the Property Listing is filed with the MLS, Seller and Broker acknowledge that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the Seller Property Information Sheets, or other such information or data provided by seller and Broker for MLS Publication for accuracy or completeness.

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS.

~~SELLER~~ AND BROKER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE MLS AND THE BIRMINGHAM ASSOCIATION OF REALTORS® INC, AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES OR OTHER COSTS OR EXPENSES INCLUDING COURT COSTS AND ATTORNEY'S FEES RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER.

1. Period of Agreement: This agreement shall be effective for a period of time beginning on 6/8/2015 and ending on 12/8/2015, at 12:00 Midnight; unless the expiration date is extended in writing.

2. Terms/Conditions on Which Property is to be Offered For Sale: Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker may subsequently agree to:

- (a) Price \$ 99,900 Payment Terms Cash, conventional
- (b) Seller agrees to maintain and keep in force sufficient hazard insurance until Property is sold and closed.

3. Disclosure: Seller hereby specifically authorizes Broker and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects, latent or otherwise, known to them. Seller acknowledges that Broker and Broker's licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.

Seller(s)' Initials

4. Lead-Based Paint: Seller represents that, to the best of Seller's knowledge, the residence on the Property was was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, Seller may be required to provide to Purchaser an EPA-approved lead hazard information pamphlet, make certain disclosures regarding the presence of any known lead-based paint or lead-based paint hazards on the Property and (unless the parties agree to a different period or the Purchaser waives his/her right in writing) permit the Purchaser a 10-day period to conduct a risk-assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

5. Marketing the Property:

(a) Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives Broker the exclusive right to place a "For Sale" or other appropriate signs on the Property. Seller also agrees to (i) refer all inquiries regarding the Property to Broker promptly; (ii) furnish Broker with keys to the Property; (iii) allow the use of Seller's name and Seller Property Information Sheets in marketing the Property; and (iv) make the Property available for showing during reasonable hours to prospective purchasers.

~~(b) I/WE do do not give permission for an Electronic Other lockbox to be placed on my Property. If I give permission for a lockbox to be used I hereby release and hold harmless the MLS, the MLS Brokers and their agents from all responsibility for any loss, damage or theft which might occur while the Property is listed. I ALSO ACKNOWLEDGE THAT A LOCKBOX IS INTENDED ONLY AS AN AID TO MARKETING THE PROPERTY. IT IS NOT INTENDED OR DESIGNED AS A SECURITY DEVICE.~~

6. Photographic Services:

(a) Authorization: Seller hereby authorizes Broker to have interior and exterior photographs and videos of the Property taken (the "Photographic Services") and have such photographs or videos ("The Photographs") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including, but not limited to in and through computerized MLS, television programs, internet programs, local publications, fact sheet concerning the property as well as any other use, media or means to aid in the sale or rental of the Property. Seller also hereby acknowledges that potential buyers who view the Property may take photographs or videos ("Buyer Photographs") of the Property for their personal use.

(b) Waiver of Liability: Seller hereby waives, acquits and forever releases, and agrees to defend and hold harmless, Broker, its officer(s), directors(s), employee(s), Broker(s), agent(s), and representative(s) from any responsibility or liability whatsoever concerning any photograph, photographic services or Buyer photographs relating to the Property, or the use, distribution, or display of any photographs, photographic services or Buyer photographs in any form, medium or manner whether such was taken or created by a representative of the Broker or by a potential buyer.

7. Brokerage Fee: THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS® INC., BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER. In this Agreement, Seller agrees to pay Broker a brokerage fee as indicated below:

(a) For finding a purchaser, ready, willing and able to purchase the Property upon the terms herein mentioned or at any price upon terms acceptable to Seller, Seller agrees to pay Broker a brokerage fee of 5%, whether Purchaser be secured by Broker or Seller, or by another person, or, if the Property is afterward sold within 60 days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone including the Seller during the listing period. However, no brokerage fee shall be due Broker if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.


Seller(s)' Initials

(b) Seller agrees that the Broker may engage other Brokers to assist in marketing the Property and may share its brokerage fee with such other Brokers. Seller also agrees that the Broker may (but shall not be required to under this Agreement) share its brokerage fee with a cooperating broker representing a buyer, In any event, Seller will pay the full brokerage fee as directed by the Broker.

8. Earnest Money: Seller authorized Broker to accept and hold all earnest money. If such deposit is forfeited by the prospective purchaser, any costs incurred by the Broker in disbursing the earnest money shall be paid from the earnest money deposit. The Seller shall retain as liquidated damages one-half of the remainder of the earnest money. The remaining one half of net deposit, not to exceed the total amount of the brokerage fee, shall be paid to Broker as compensation. In the event either Purchaser or Seller claim the earnest money, without the agreement of the other party, the Broker holding the earnest money may interplead the disputed portion of the earnest money into court, and shall be entitled to deduct from the earnest money for court costs, attorney fees and other expense relating to the interpleader.

9. No Other Agreements: Seller and Broker acknowledge that, except for the written disclosure forms referred to in paragraph 11 below, there are no other agreements, promises or understandings either expressed or implied between them other than as specifically set forth herein. Seller warrants that there are no prior agreements on this property (listing, sale or otherwise) that have not been terminated.

10. Attorney Fees; Costs of Litigation: If suit is brought to collect the compensation provided herein, or if Broker successfully defends any action brought against Broker by Seller relating to this Agreement or under any sales agreement relating to the Property, and Broker prevails, Seller agrees to pay all costs incurred by Broker in connection with such action, including reasonable attorney's fees.


Seller's Warranty of Authority, Accuracy and Completeness of Information: Seller specifically represents and warrants that the Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and the attached Seller Property Information Sheets and any other exhibits and acknowledges that all of the information in this Agreement, the Seller Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Seller and are accurate and complete to the best of Seller's knowledge. ~~SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENTS AND ANY SUBAGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE SELLER PROPERTY INFORMATION SHEET CONTAINED HEREIN OR OF ANY OTHER REPRESENTATIONS, ORAL OR WRITTEN, PROVIDED BY SELLER.~~ 

12. Agency: The Seller hereby appoints Lawrence-Arendall-Humphries Real Estate, Inc. (LAH) to act as the Seller's sole and exclusive agent.

(a) The Seller understands and agrees that the Broker and any of the Broker's salespeople also represent buyers as clients and enter into written agreements with buyers to serve as the buyers' exclusive agent for the purpose of purchasing real estate. The Seller requests that LAH market the seller's property to any potential buyer.

(b) The Seller understands that, when LAH also represents the buyer, certain differences and conflicts of interest may exist in the even both seller and buyer have different objectives in the anticipated sale.

(c) The Seller understands and agrees that, should LAH also represent the buyer, the role of LAH becomes limited to a disclosed dual agent in the transaction as LAH has a fiduciary obligation to both parties. LAH would then be in a position of representing both parties, seller and buyer, in the transaction. Since both the listing agent and the selling agent



Seller(s)' Initials

are associated with LAH and both are operating under the company's broker's license, they would each be agents for the seller and the buyer, making the company's broker a dual agent. This situation could also occur when the listing agent and the selling agent are one and the same person.

(d) The Seller understands and agrees that, should such a dual agency situation occur, LAH will disclose this to seller immediately, obtain a "Limited Consensual Dual Agency Agreement" signed by both parties, and then proceed with the transaction. The Seller understands and agrees that LAH's objective, as dual agent is to assist the seller and the buyer in accomplishing their goals and create a situation satisfactory to both parties.

(e) The Seller understands and agrees that in a limited dual agency:

1. LAH will cease to serve as either seller's or buyer's sole and exclusive agent and will assume the role of a limited consensual dual agent.

2. LAH will not disclose to the buyer that the seller might accept a price other than the listed price unless the seller instructs otherwise, nor will LAH disclose to the seller that the buyer might pay other than the offering price unless the buyer instructs otherwise.

3. LAH will not disclose to the buyer that the seller might accept any terms other than stated in the listing agreement unless the seller instructs otherwise, nor will LAH disclose to the seller that the buyer might accept less favorable terms than indicated in the initial offer unless the buyer instructs otherwise.

4. LAH will not disclose to either seller or buyer any information communicated by either party that might place that party at a disadvantage, except that both parties acknowledge that LAH is required by law to disclose any latent structural defect or any other defect known to the licensee. Latent structural defects and other defects do not refer to trivial or insignificant defects but refer to those defects that would be a significant factor to a reasonable and prudent person in making a decision to purchase or lease.

13. Referral Fees: Client warrants that no referral fees will be claimed from Broker by any third party, such as a provider of relocation services, an affinity group, another licensed broker or salesperson or any other person or party. In the event Client deems it necessary at a later date to request a referral fee from Broker payable to a third party, Client agrees to pay Broker an additional fee in an amount equal to the total cost of the referral fee.

The Seller is advised to seek competent legal advice with regards to this listing and agency agreement and any other documents affecting this transaction. This Agreement, including the attached Seller Property Information Sheets, is intended to be the legal and binding contract of all parties. If it is not fully understood, Seller should seek professional legal advice. This agreement may not be modified or amended except by writing, which writing must be signed by both the Seller and the Broker.

Lawrence-Arendall-Humphries Real Estate, Inc.

Listing Agency	Date	Seller	Date
<u>Kim M. Baremore</u>	<u>5/26/2015</u>	_____	_____
Listing Agent	Date	Seller	Date

_____ Initials, Seller acknowledges receipt of this Agreement

Seller's Mailing Address _____

Seller's Home/Cellular Phone _____ Business Phone _____

Seller's Email Address _____

Birmingham Area MLS – Seller Information Sheet – Land/Lots

Fields headed in blue are optional. All other fields are required.

County: JEFF ListDate: 6/8/2015 ExpDate: 12/8/2015 ListPrice: \$99,900⁰⁰
Property Type: Acreage Lots

LOCATIONAL INFORMATION:

Street #: 2253 Street Name: Great Rock Road Direction: _____
Unit (Lot#): 15 City: Vestavia Hills State: AL Zip: 35216
Area: 240 Parcel #: 29-00-25-1-012.015.000 Tax District: Vestavia Hills
Subdivision (common name, not legal description): Southridge
MapBook/Page (from tax record): _____
Elementary: Vest. EAST Jr/Middle: P:3:13 Sr High: VH
Legal Description (copy & paste from Tax Record): LOT 15 BLK 3 Southridge Add to Vestavia Hills

Driving Directions (No Contact Info allowed. Phrases "call agent", "see map" are not to be used): Hwy 31 South in Vestavia Hills, Right on Canyon, Left on Great Rock Road.

AGENT INFORMATION:

List Agent ID: Maughaki List Agent Name: Kim Maugham Barelare
Co-List ID: _____ Co-List Agent: _____ Owner Name: City
List Type: Exclusive Right to Sell Exclusive Agency Exclusive Right with Prospect Reservations
List Type II: Full Service Limited Service Owner Phone: 9669148
Broker Relationship: Agency Transaction Broker
Commission-Selling Agency (\$ or %): 2.5 BuyerBrkr 0 TransBrkr 2.5 SubAgency 25
DRC (Dual or Variable Rate Commission – See Section 6.3 of Rules): Yes No

INTEROFFICE INFORMATION (NOT SHARED/VISIBLE IN MLS OUTSIDE LISTING OFFICE):

Contact Name: Vacant Contact Phone: _____ Alt. Phone: _____
Miscellaneous: Go and look - Survey available in media.
Lockbox: Electronic Combo Key None

INTERNET/VOW DISPLAY INFORMATION:

Display on Internet: Yes No Display Address: Yes No
Allow AVM (Automated Valuation): Yes No Allow 3rd Party Comments: Yes No

Contact Order (if different from the contact order as specified in Setup in MLS): _____

PROPERTY DETAILS

Zoning: R3 #Acres: .39 Flood Plain: Yes No Seller's Initials
Fire Fee: Yes No Included \$ _____ Monthly Quarterly Yearly
Association Fee: Yes No Included \$ _____ Monthly Quarterly Yearly
Garbage Fee: Yes No Included \$ _____ Monthly Quarterly Yearly
Library Fee: Yes No Included \$ _____ Monthly Quarterly Yearly
Annual Tax: n/a Price/Acre: \$256,154 (required for acreage, not valid for lot)
Waterfront Footage _____ Waterfront: Yes No Waterfront Name: _____

Birmingham Area MLS – Seller Information Sheet – Land/Lots

Fields headed in blue are optional. All other fields are required.

Consumer Notes: (property specific, no contact info- no phone #'s, agent/company name, no URL/websites, no HTML coding):

*Perfect Spot to Build a dream home with walk to the City -
grocery, restaurants, post office, drug store, theater and shopping.*

Agent Notes: _____

1. Acceptable Financing <input type="checkbox"/> Assume Equity <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Exchange <input type="checkbox"/> FHA <input type="checkbox"/> Owner may carry mtg. <input type="checkbox"/> Subordination Avail. <input type="checkbox"/> VA	3. Lot Description (cont'd) <input type="checkbox"/> Pasture <input type="checkbox"/> Perimeter Lot <input type="checkbox"/> Sloping Lot <input checked="" type="checkbox"/> Some Trees <input type="checkbox"/> Spring on Property <input checked="" type="checkbox"/> Subdivision <input type="checkbox"/> View-City <input type="checkbox"/> View-Lake/Water <input type="checkbox"/> View-Mountain <input type="checkbox"/> Water Access <input type="checkbox"/> Water Front	6. Improvements (cont'd) <input type="checkbox"/> Dock <input type="checkbox"/> Fenced, Partially <input type="checkbox"/> Fenced, Fully <input type="checkbox"/> Garage <input type="checkbox"/> Gated Entrance <input type="checkbox"/> Lake <input type="checkbox"/> Pavilion <input type="checkbox"/> Pier <input type="checkbox"/> Pond <input type="checkbox"/> Recreation Area <input type="checkbox"/> Sidewalks <input type="checkbox"/> Stable <input type="checkbox"/> Stocked Lake/Pond <input type="checkbox"/> Storage Building <input checked="" type="checkbox"/> Value in Land Only <input type="checkbox"/> Walking Paths	9. Utilities Available <input checked="" type="checkbox"/> Cable <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas <input type="checkbox"/> None <input checked="" type="checkbox"/> Phone <input checked="" type="checkbox"/> Sewer <input checked="" type="checkbox"/> Water	13. Best Use Per Zone <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial-Industrial <input type="checkbox"/> Manufactured Homes <input type="checkbox"/> Multifamily <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Subdivision
2. Additional Info <input type="checkbox"/> Easements <input type="checkbox"/> Foreclosure <input type="checkbox"/> Health Dept Approval <input type="checkbox"/> Homeowner Restrictions <input type="checkbox"/> House Plan Approval <input type="checkbox"/> None <input type="checkbox"/> Precorded Instruments <input type="checkbox"/> Re-Zoning <input type="checkbox"/> Survey Available <input type="checkbox"/> Topo Survey Avail.	4. Surrounding Area <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial-Industrial <input type="checkbox"/> Manufactured Homes <input type="checkbox"/> Multifamily <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Resort <input type="checkbox"/> Undeveloped	7. Lot Description Type <input checked="" type="checkbox"/> Entire Parcel Only <input type="checkbox"/> Will Sell Separately <input type="checkbox"/> Subdivision Possible	10. Utilities On-Site <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Gas <input type="checkbox"/> None <input type="checkbox"/> Phone <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Underground Utilities <input checked="" type="checkbox"/> Water	14. Sewer/Septic <input type="checkbox"/> Sewer Available <input checked="" type="checkbox"/> Sewer Connected <input type="checkbox"/> Other <input type="checkbox"/> Septic <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;"> <i>Seller's Initials</i> </div>
3. Lot Description <input type="checkbox"/> Acreage <input type="checkbox"/> Corner Lot <input type="checkbox"/> Creek <input checked="" type="checkbox"/> Cul-de-sac <input type="checkbox"/> Golf Community <input type="checkbox"/> Golf Lot <input type="checkbox"/> Heavily Treed <input type="checkbox"/> Hilly <input type="checkbox"/> Horses Permitted <input type="checkbox"/> Hunting Rights <input checked="" type="checkbox"/> Interior Lot <input type="checkbox"/> Irregular Lot <input type="checkbox"/> Level Lot <input type="checkbox"/> Mountainous Lot	5. Road Access <input checked="" type="checkbox"/> City Road <input type="checkbox"/> County Road <input type="checkbox"/> Dirt Road <input type="checkbox"/> Easement <input type="checkbox"/> Gravel Road <input type="checkbox"/> Highway <input type="checkbox"/> No Access <input checked="" type="checkbox"/> Paved Road	8. Number of Lots <input checked="" type="checkbox"/> 1 Lot <input type="checkbox"/> 2-3 Lots <input type="checkbox"/> 4-6 Lots <input type="checkbox"/> 7-10 Lots <input type="checkbox"/> 11-15 Lots <input type="checkbox"/> 16-25 Lots <input type="checkbox"/> 26-50 Lots <input type="checkbox"/> 51 Plus Lots	11. Water <input type="checkbox"/> No Water <input type="checkbox"/> Private Water <input checked="" type="checkbox"/> Public Water <input type="checkbox"/> Well Water	15. Amenities <input type="checkbox"/> Beach <input type="checkbox"/> Bike Trails <input type="checkbox"/> Boat Launch <input type="checkbox"/> Boat Storage Facility <input type="checkbox"/> Boats Not Allowed <input type="checkbox"/> Boats-Motorized Allowed <input type="checkbox"/> Boats-NonMotor Only <input type="checkbox"/> Clubhouse <input type="checkbox"/> Community Pool <input type="checkbox"/> Direct Water Access <input type="checkbox"/> Fishing Allowed <input type="checkbox"/> Gated-Private <input type="checkbox"/> Golf Access <input type="checkbox"/> Golf Cart Paths <input type="checkbox"/> Hiking Trails <input type="checkbox"/> Marina <input type="checkbox"/> Skiing Allowed <input type="checkbox"/> Swimming Allowed <input type="checkbox"/> Swimming Not Allowed <input type="checkbox"/> Walking Trails

By Seller's signature(s) below, Seller acknowledges that Seller has personally reviewed the information set forth above in this Seller Information Sheet and has verified, and does hereby represent and warrant, that all said information was provided by Seller and is accurate and complete to the best of Seller's knowledge.

Seller _____ Date _____ Seller _____ Date _____



REAL ESTATE BROKERAGE SERVICES DISCLOSURE

THIS IS FOR INFORMATION. THIS IS NOT A CONTRACT.

* Alabama law requires you, the consumer, to be informed about the types of services, which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A **SINGLE AGENT** is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A **SUBAGENT** is another agent/licensee who also represents only one party in a sale. A subagent helps the agent represent the same client. The client may be either the seller or the buyer. A subagent must also be completely loyal and faithful to the client.

A **LIMITED CONSENSUAL DUAL AGENT** is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A **TRANSACTION BROKER** assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

* Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge or disclosure is authorized in writing;
4. Present all offers promptly to the seller;
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you. Some examples are:

1. Provide information about properties;
2. Show properties;
3. Assist in making a written offer;
4. Provide information on financing.

You should choose which type of service you want from a licensee, and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of licensee _____ Kim M. Barelare _____
 Signature _____ K. M. Barelare _____
 Date _____ 5/26/2015 _____

Consumer name _____ City of Vestavia Hills _____
 Signature _____ _____
 Date _____ _____

(Acknowledgment for Receipt Purposes Only)

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

May 29, 2015

By Electronic Mail

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

In Re: Sale of Lot at 2253 Great Rock Road

Dear Mr. Downes:

Last night shortly before the City Council meeting, you delivered to me a Listing and Agency Agreement by and between the City of Vestavia Hills ("Seller") and Lawrence-Arendall-Humphries Real Estate, Inc. ("Broker") regarding the sale of the lot at 2253 Great Rock Road with a request that I review the contract and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

At the outset, I want to say that the City made an excellent choice in selecting an agent and broker. Kim Mangham-Barlare is one of the most experienced and successful real estate agents in the City of Vestavia Hills. She did an excellent job when she represented the City in December 2013, for the purchase of the Library parking lot at 1421 Roundhill Road. In my opinion, Lawrence-Arendall-Humphries Real Estate, Inc. is one of the top real estate companies in the southeast.

Among other things, the Listing and Agency Agreement provides on page 1 as follows:

"SELLER AND BROKER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE MLS AND THE BIRMINGHAM ASSOCIATION OF REALTORS® INC. AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES OR OTHER COSTS OF EXPENSES INCLUDING COURT COSTS AND ATTORNEY'S FEES RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER."

From a legal standpoint, it is my opinion that a municipality in Alabama cannot legally enter into a contract that contains provisions requiring the municipality to indemnify and hold harmless a third party or limit its liability. Legal authorities supporting my opinion are set forth below.

I. LEGAL ISSUE

A. **LEGAL ISSUE:** May the City legally agree to indemnification and limitation of liability language set forth in the contract, specifically including but not limited to the language set forth above, waiver of liability language in section 6(b) and indemnity and hold harmless provisions in section 10 of the contract?

B. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue is in the negative.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon the following legal authorities:

(1) **Municipalities Cannot Spend Public Funds to Indemnify Third Parties:**

(a) **Constitution of Alabama of 1901:** Section 94, as amended by Amendments 112 and 558, of the Constitution of Alabama provides as follows:

“The Legislature shall not have power to authorize any county, city, town or other subdivision of this state to lend its credit or to grant public money or thing of value in aid of or to any individual, association or corporation whatsoever.”

In my opinion, it would be a violation of Article IV, Section 94(a) of the *Constitution of Alabama* for the City to indemnify a third party for actions, costs, expenses, damages and liabilities.

(b) **Limits of Liability of Municipalities:** Section 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities. The recovery of damages under any judgment against a city shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence and to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. This statute also provides in pertinent part that recovery of damages under any judgment against a city shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence.

It is my opinion that if the City agreed to indemnify a third party, then in such event said indemnity agreement could waive the statutory maximum limits of liability set forth in Title 11-93-2, *Code of Alabama, 1975*.

(c) **Public Officers Are Entitled to Discretionary Function Immunity:** Public officials and employees who act within the scope of their authority in performing functions involving discretion are entitled to discretionary function immunity. *Woods v. Wilson*, 539 So.2d 224 and *Hillard v. Huntsville*, 585 So.2d 889.

It is my opinion that if the City agreed to indemnify a third party, then in such event such indemnity agreement could waive the discretionary function immunity for its public employees.

(d) **Joint Liability:** Title 11-47-191(b), *Code of Alabama, 1975*, provides as follows:

“(b) When a judgment shall be obtained against a municipality and the other party liable as provided in subsection (a) of this section, execution shall issue against the other defendant or defendants in the ordinary form and shall not be demandable of the city or town unless the other defendants are insolvent and the same cannot be made out of their property, and the city or town shall pay only so much of the said judgment as cannot be collected from the other defendants.”

If the City indemnified a third party, then in such event it would violate the above statute.

(e) **Municipalities in Alabama May Spend Public Funds Only for Public Purposes:** Municipalities in Alabama may spend public funds only for public purposes. The Supreme Court of Alabama has interpreted the language of Sections 93 and 94 of the *Constitution of Alabama* to allow appropriations of public funds when the appropriation is used for public purposes. *Alabama Constitution* amend. 93; *Alabama Constitution* amend. 94; *Slawson v. Alabama Forestry Comm’n*, 631 So.2d 953 (Ala.1994). *Opinion of the Justices No. 269*, 384 So.2d 1051 (1980); *Stone v. State*, 251 Ala. 240 (1948).

(2) **Municipalities May Be Liable for the Negligent Acts of Its Employees Acting in the Line and Scope of Their Employment:**

(a) Title 11-47-190, *Code of Alabama, 1975*, reads as follows:

“No city or town shall be liable for damages for injury done to or wrong suffered by any person or corporation, unless such injury or wrong was done or suffered through the neglect, carelessness or unskillfulness of some agent, officer or employee of the municipality engaged in work therefor and while

acting in the line of his or her duty, or unless the said injury or wrong was done or suffered through the neglect or carelessness or failure to remedy some defect in the streets, alleys, public ways or buildings after the same had been called to the attention of the council or other governing body or after the same had existed for such an unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the council or other governing body and whenever the city or town shall be made liable for damages by reason of the unauthorized or wrongful acts or negligence, carelessness or unskillfulness of any person or corporation, then such person or corporation shall be liable to an action on the same account by the party so injured. However, no recovery may be had under any judgment or combination of judgments, whether direct or by way of indemnity under Section 11-47-24, or otherwise, arising out of a single occurrence, against a municipality, and/or any officer or officers, or employee or employees, or agents thereof, in excess of a total of \$100,000 per injured person up to a maximum of \$300,000 per single occurrence, the limits set out in the provisions of Section 11-93-2 notwithstanding.”

provides as follows: (b) **Joint Liability:** Title 11-47-191(b), *Code of Alabama, 1975,*

“(b) When a judgment shall be obtained against a municipality and the other party liable as provided in subsection (a) of this section, execution shall issue against the other defendant or defendants in the ordinary form and shall not be demandable of the city or town unless the other defendants are insolvent and the same cannot be made out of their property, and the city or town shall pay only so much of the said judgment as cannot be collected from the other defendants.”

(c) **Defense of Municipal Employees Sued for Damages:** Title 11-47-24(a), *Code of Alabama, 1975,* provides as follows:

“(a) Whenever any employee of a municipal corporation of the State of Alabama shall be sued for damages arising out of the performance

of his official duties, and while operating a motor vehicle or equipment engaged in the course of his employment, such government agency shall be authorized and required to provide defense counsel for such employees in such suit and to indemnify him from any judgment rendered against him in such suit. In no event shall a municipal corporation of the state be required to provide defense and indemnity for employees who may be sued for damages arising out of actions which were either intentional or willful or wanton.”

provides as follows: (d) **Liability Insurance:** Title 11-47-24(b), *Code of Alabama, 1975*,

“(b) All municipal corporations of the State of Alabama are hereby authorized to contract at governmental expense for policies of liability insurance to protect employees in the course of their employment.”

(e) **The City has Liability Insurance Coverage for Employees:** At the present time, the City has general comprehensive liability insurance issued by States Self-Insurers Risk Retention Group written by Berkly Risk Administrators Company, LLC.

(f) **Prejudice the Rights of the City General Comprehensive Insurance Carrier and Jeopardize Coverage:** Based upon Title 11-47-191(b), *Code of Alabama, 1975*, it is my legal opinion that if the City agreed to the indemnity language and limitation of liability, that it would prejudice the rights of the City general comprehensive liability insurance carrier and jeopardize coverage under the policy.

II. **MY RECOMMENDATIONS**

A. I recommend that all indemnification language and limitation of liability language set forth in the contract be deleted in its entirety.

B. I recommend that the Listing and Agency Agreement be approved by the City Council and signed by you and the Mayor after the indemnity and limitation of liability language has been deleted.

May 29, 2015
Page 6

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

Sincerely,

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

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Jeff Downes

From: Kim Mangha <justkim@lahrealestate.com>
Sent: Friday, May 29, 2015 4:47 PM
To: Jeff Downes
Subject: Re: Sale of Lot at 2253 Great Rock Road

Jeff sorry for the delay have been in between planes etc. but yes we can cross through the Clause in the listing agreement by initialing off and proceed. This is not a problem
Thank you and pat for informing me. Will remember for the future. Thank you have a great weekend
Kim

On May 29, 2015, at 1:09 PM, Jeff Downes <jdownes@vhal.org> wrote:

Good afternoon Kim.

Take a look at Pat Boone's letter that I have attached to this email. Please let me know if you are willing to proceed with the indemnity provision changes prior to approval and execution of the contract.

Thanks. I look forward to your response.

Jeff Downes

City Manager
City of Vestavia Hills, AL
513 Montgomery Highway
Vestavia Hills, AL 35216
205-978-0195

<image005.jpg>

[Connect with the City of Vestavia Hills!](#)

Facebook <http://www.facebook.com/CityofVestaviaHills>

Twitter <https://twitter.com/@vestaviahillsal>

Website <http://www.vhal.org>

Vestavia Hills Action Center <http://vhal.org/action-center/>

(also in iTunes and Google Play store)

<image003.gif> <image004.gif>

From: patrickboone [<mailto:patrickboone@bellsouth.net>]
Sent: Friday, May 29, 2015 10:58 AM
To: Jeff Downes
Subject: Sale of Lot at 2253 Great Rock Road

Jeff,

I am forwarding my opinion letter to you, dated May 29, 2015, regarding the above matter.

Patrick H. Boone

RESOLUTION NUMBER 4721

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH CONTINENTAL EQUITY CORPORATION REGARDING THE PURCHASE OF PROPERTY ON OLD COLUMBIANA ROAD

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 a “First Amendment to Sales Contract” (“Contract”) by and between Continental Equity Company (“the Seller”) and City of Vestavia Hills (“the Purchaser”); and
2. A copy of said Contract is attached to this Resolution Number 4721 marked as “Exhibit A” and incorporated as though written fully therein; and
3. This Resolution Number 4721 shall be effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of June, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

FIRST AMENDMENT TO SALES CONTRACT

THIS AMENDMENT was executed as of June 6th, 2015 by and between Continental Equity Corporation (the Seller) and City of Vestavia Hills (the Purchaser)

RECITALS:

Seller and Purchaser are parties to that certain Sales Contract dated February 23, 2015 concerning the purchase and sale of the Property described therein.

The parties have agreed to amend the Sales Contract on the terms and provisions hereinafter set forth.

NOW, THEREFORE, In consideration of Purchaser depositing an additional Five Thousand and no/100 Dollars (\$5,000.00) Earnest Money with Southpace Properties, Inc. (Escrow Holder) the Seller and Purchaser agree as follows:

Section 8 of the Contract is hereby deleted and replaced with the following:

8. **PURCHASER INSPECTION PERIOD:** Within seven (7) days from the date this contract is accepted by all parties, Seller shall deliver to Purchaser all documents in Seller's possession related to title and environmental matters, including any existing title policies, copies of any leases, surveys, environmental reports and the like. Purchaser shall have until September 1, 2015 ("Inspection Period") to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property (including without limitation the condition of all improvements thereon) material to Purchaser's decision to purchase the Property. This determination shall include, without limitation, Purchaser satisfying itself as to title matters, survey matters, structural matters, zoning matters, subdivision restrictions, environmental matters, existing contracts and financial matters affecting the Property, all soil, landscaping and other physical conditions of the Property, availability and sufficient quantities of all utilities, and all additional matters that Purchaser believes relevant, in its sole and absolute discretion, in determining whether or not to purchase the Property. Purchaser, at Purchaser's sole discretion, for any reason or no reason, shall have the right and option to cancel this Contract by giving written notice of termination to Seller no later than the last day of the Inspection Period, in which event this Contract shall be of no further force or effect except for any indemnity or other obligations that expressly survive, and the Earnest Money (\$10,000) shall be paid to Seller. Purchaser shall coordinate all of its testing and investigations and its agents' testing and investigations with Seller in order to insure the least amount of interference with Seller's operations. Purchaser agrees to indemnify and hold Seller harmless against any claims for bodily injury, property damage and mechanics' liens arising out of any actions of Purchaser or its agents or representatives on the Property in the course of such activities. Purchaser also agrees to restore or repair any of the Property damaged or disturbed as a result of Purchaser's exercise of its rights under this Agreement to as near as is reasonably possible the condition that existed immediately prior to the exercise of such rights. Purchaser's obligations to indemnify and hold Seller harmless under this paragraph shall survive Closing and any termination of this Agreement. Purchaser's obligation under this paragraph to restore the Property shall survive any termination of this Agreement, but shall not survive Closing. If Purchaser fails to notify Seller of his intent to cancel prior to the expiration of the Inspection Period then this contingency will be considered removed and the contract shall continue in full force and effect and the Earnest Money will remain "at risk" and will not be refunded in any event other than a default by Seller.

Except as hereby amended, the Sales Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first shown above.

SELLER: Continental Equity Corporation

Witness to Seller's Signature(s)

By: _____
Its: _____

PURCHASER: City of Vestavia Hills

Witness to Purchaser's Signature(s)

By: _____
Its: Mayor

By: _____
Its: City Manager

RESOLUTION NUMBER 4722

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AND DELIVER A CONDITIONAL CONSENT TO ENCROACHMENT
AND RELEASE OF DAMAGES**

**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 a “Conditional Consent to Encroachment and Release of Damages” (“Consent”) by and between Jefferson County and City of Vestavia Hills; and
2. A copy of said Consent is attached to this Resolution Number 4722 marked as “Exhibit A” and incorporated as though written fully therein; and
3. This Resolution Number 4722 shall be effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of June, 2015.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT MAP

SOUTH 1/2 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 WEST
JEFFERSON COUNTY, ALABAMA

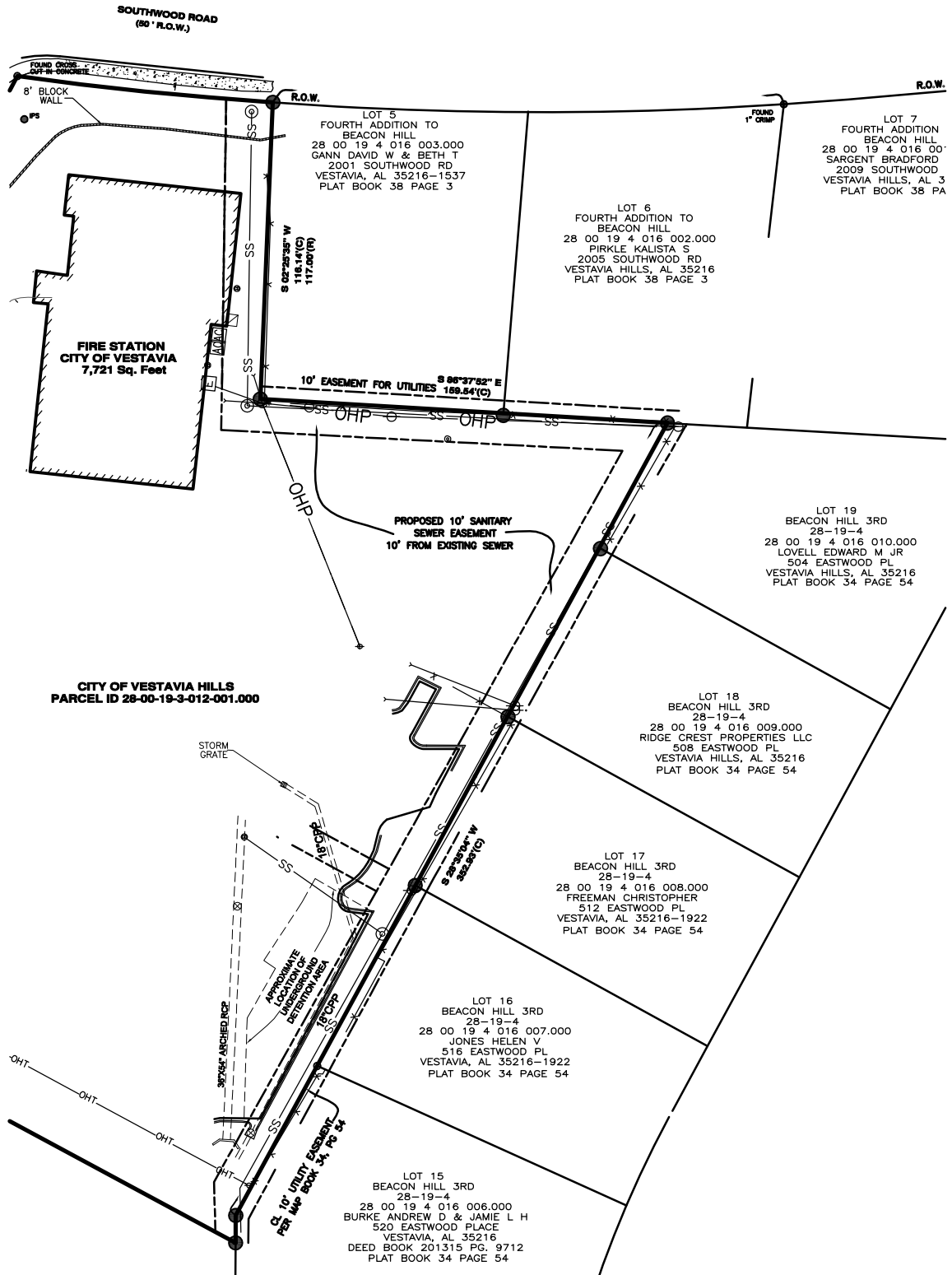


EXHIBIT MAP
NOT TO SCALE

CHANGE WHAT IS IN RED ONLY AND IN RED

**CONDITIONAL CONSENT TO ENCROACHMENT
AND RELEASE OF DAMAGES**

THIS AGREEMENT made as of the _____ day of _____, 20____, by and between **JEFFERSON COUNTY, ALABAMA** (the "County") and **CITY OF VESTAVIA HILLS** (the "Owner").

RECITALS:

Owner is the owner of real property being the **City of Vestavia Hills Fire Station and City Hall, located at 513 Montgomery Hwy Vestavia Hills, Al 35216, Parcel Id Number 28-00-19-3-012-001.000.**

Owner has installed **Telephone Poles, Storm Sewer Structures, Curb and Gutter, Asphalt Paving, Power Poles, Fencing, Air Conditioning units, Building, Gas Meter, and a Block Wall** over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the **Local Clients**. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

This is not the agreement but information needed for said agreement. The actual agreement will be inserted here once I get the information.

City Of Vestavia Hills

By: _____
Its: **City Manager**

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____, whose name as **City Manager of the City of Vestavia Hills**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such **City Manager** and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

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

[Notary Seal]

NOTARY PUBLIC
My Commission expires: _____

Items within proposed Sanitary Sewer Easement across the City of Vestavia Property, Parcel ID Number 28-00-19-3-012-001.000, situated in the South 1/2 of Section 19 Township 18 South Range 2 West, Jefferson County, Alabama.

Beginning at the Southeastern most part of the easement.

Telephone Pole

Storm Sewer Vertical Headwall

Storm Sewer Pipe

Curb and Gutter

Asphalt Paved Parking Lot

Under Ground Detention Pond

Power Poles

Fencing

Air Conditioning Units

Building (Fire Station)

Gas Meter

Block Wall

RESOLUTION NUMBER 4723

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 25, 2015, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 8th day of June, 2015; and

WHEREAS, it would be to the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 24th day of June, 2015.

2. That on the 28th day of September, 2015, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said

petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4723 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2308, 2312 & 2320 Rocky Ridge Road
Wisteria II, LLC, Owner(s)

More particularly described as follows:

Parcel I. A parcel of land located in Jefferson County, Alabama part of the SE 1/4 of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Begin at the SE corner of Lot 1-A, Block 8, of Hidden Valley 2nd Sector, as recorded in Map Book 63, Page 67, in the Office of the Judge of Probate of Jefferson County, Alabama; thence North along the East line of said Block 8, 661.40 feet; thence 92 degrees 28 minutes 02 seconds right, in an Easterly direction along the Southerly line of Block 2 in the Second Sector of Derby Downs East Sector, as recorded in Map Book 78, Page 42 in said Probate Office and the extension thereof, a distance of 658.67 feet; thence 87 degrees 34 minutes 09 seconds right in a Southerly direction, a distance of 125.02 feet; thence 81 degrees 51 minutes 09 seconds left, Southeasterly 235.87 feet to a point in the Northwesterly right of way line of Rocky Ridge Road; thence 94 degrees 41 minutes 06 seconds right, Southwesterly along said right of way line a distance of 524.24 feet to the intersection with the Northerly right of way line of Wisteria Drive; thence 79 degrees 50 minutes 18 seconds right, Westerly along said right of way line a distance of 775.56 feet to the Point of Beginning.

Parcel II. A parcel of land located in Jefferson County, Alabama and lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 19 South,

Range 2 West, said Jefferson County and being more particularly described as follows:

Beginning at a 3" capped pipe found marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 6; thence S 88°53'26" E for a distance of 267.95 feet to a 5/8" capped rebar set (SMW LS 19753); thence along the westerly right-of-way of Rocky Ridge Road with a curve to the left having an arc length of 33.41 feet, a radius of 985.31 feet, and a chord bearing and distance of S 12°30'03" W for 33.40 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 11°31'47" W along said westerly right-of-way line for a distance of 117.67 feet to a capped iron pin found (CA-81-LS); thence leaving said westerly right-of-way line N 83°09'31" W for a distance of 235.97 feet to a 1/2" open top pipe found; thence N 01°18'45" W for a distance of 125.02 feet to the Point of Beginning. Said Described parcel of land contains 0.79 acres, more or less.

Parcel III. A parcel of land located in Jefferson County, Alabama and lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 19 South, Range 2 West, said Jefferson County and being more particularly described as follows:

Beginning at a 3" capped pipe found marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 6; thence N 01°23'01" W along the westerly line of said Quarter-Quarter-Quarter for a distance of 354.66 feet to a 5/8" capped rebar set (SMW LS 19753); thence leaving said westerly line and run along the southerly line of the lands of the City of Vestavia Hills as described and recorded in Deed Book 200509, Page 8409 the following courses and distances: S 48°10'26" E for a distance of 190.78 feet to a 5/8" capped rebar set (SMW LS 19753); along a curve to the left having an arc length of 45.90 feet, a radius of 28.00 feet, and a chord bearing and distance of N 84°52'00" E for 40.93 feet to a 5/8" capped rebar set (SMW LS 19753); N 37°54'26" E for a distance of 150.60 feet to a 5/8" capped rebar set (SMW LS 19753); along a curve to the right having an arc length of 266.97 feet, a radius of 260.70 feet, and a chord bearing and distance of N 67°14'39" E for 255.46 feet to a 5/8" capped rebar set (SMW LS 19753) on the northwesterly right-of-way line of Rocky Ridge Road; thence leaving said southerly line along said northwesterly right-of-way line with a curve to the left having an arc length of 142.77 feet, a radius of 995.31 feet, and a chord bearing and distance of S 39°15'06" W for 142.65 feet to a 5/8" capped rebar set (SMW LS 19753); thence along said northwesterly right-of-way line S 54°51'28" E for a distance of 10.00 feet to a 5/8"

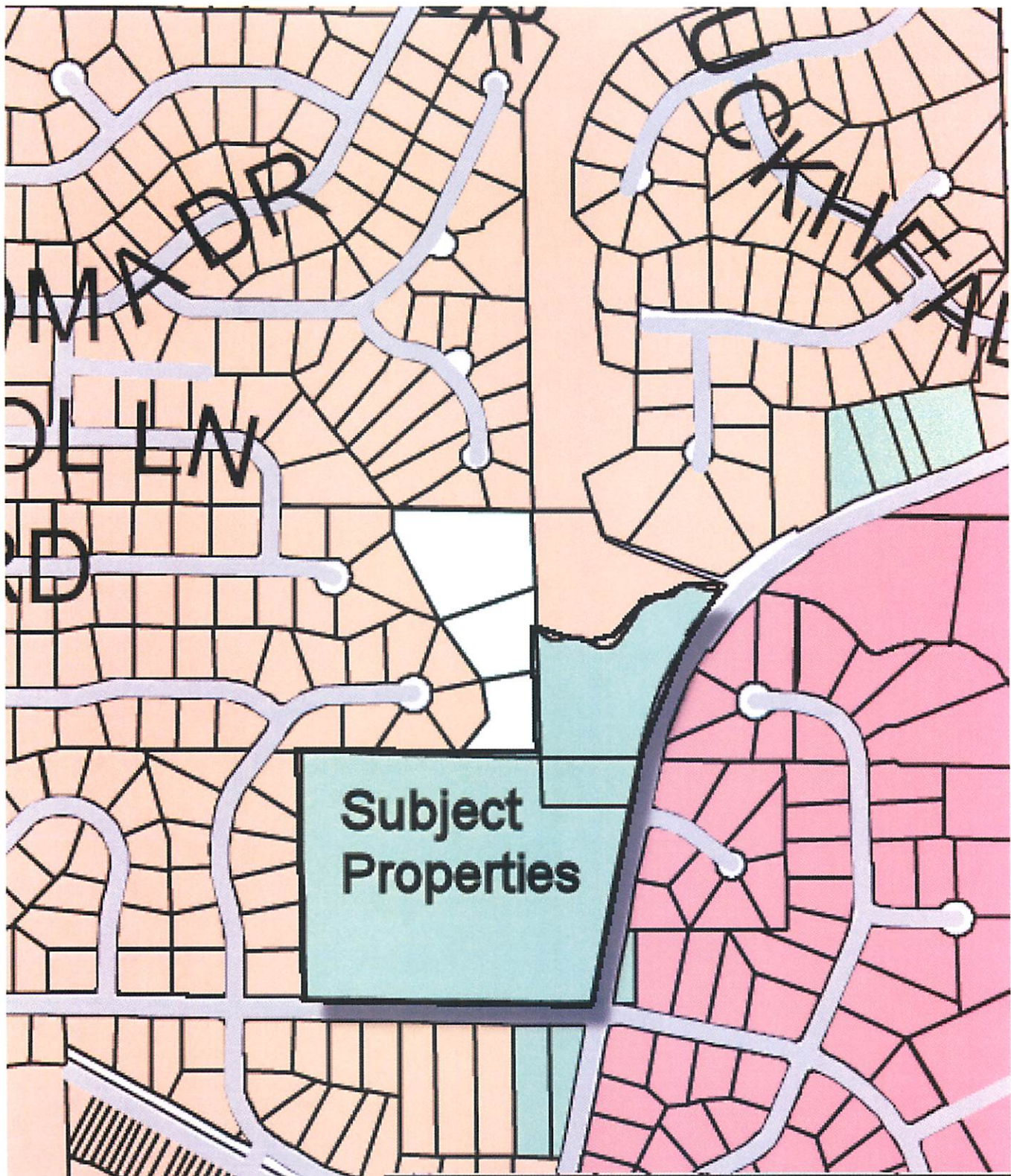
capped rebar set (SMW LS 19753); thence along said northwesterly right-of-way line with a curve to the left having an arc length of 372.66 feet, a radius of 985.31 feet, and a chord bearing and distance of S 24°18'26" W for 370.44 feet to a 5/8" capped rebar set (SMW LS 19753); thence leaving said northwesterly right-of-way line N 88°53'26" W for a distance of 267.95 feet to the Point of Beginning. Said described parcel of land contains 2.62 acres, more or less.

APPROVED and ADOPTED this the 22nd day of June, 2015.

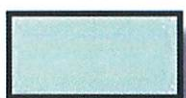
Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Vestavia Hills



Jefferson County



Mountain Brook



Jeffco & Bham

Annexation Committee Petition Review

Property: 2308, 2312, 2320 Rocky Ridge Road

Owners: Carl Shaefer, Jr; Dan Sims representing

Date: 3-12-15

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of _____ . Meets city criteria: Yes ___ No ___
Comment: _____ N/A
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes ___ No ___ undeveloped
Number of total homes _____ Number in city N/A
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes ___ No ___ Comment _____

Property: 2308, 2312, 2320 Rocky Ridge Rd


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes _____ No Comments: _____

11. Information on children: Number in family _____; Plan to enroll in VH schools Yes _____ No _____ Comments: NA

Other Comments: Underdeveloped Land
preliminary LGOT meets First
stage approval.


George Pierce
Chairman

STATE OF ALABAMA

JEFFERSON COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition:

February 25, 2015

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964. This petition for annexation to the City of Vestavia Hills, Alabama is made contingent upon the approval of residential zoning for the property, as requested by the applicant and the applicant's designated representatives, by Vestavia Hills.

EXHIBIT "A"

LOT: (METES and BOUNDS)

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK, _____ PAGE _____

PROBATE OFFICE OF
JEFFERSON COUNTY,
ALABAMA

COUNTY ZONING: Agricultural
COMPATIBLE CITY ZONING: Agricultural
LEGAL DESCRIPTION (METES AND BOUNDS):

SEE ATTACHED DESCRIPTION FOR PARCELS:

40-00-06-4-002-034.000

40-00-06-4-002-035.000

40-00-06-4-002-036.000

TOTAL OF 15.8 ACRES +/-

ADDENDUM "A"
LEGAL DESCRIPTIONS, METES & BOUNDS 15.8 acres +/-
Petition for Annexation to the City of Vestavia Hills, Alabama
Carl A. Schaefer, Jr.

Parcel 1

Part of the SE1/4 of Section 6, Township 19 South, Range 2 West, more particularly described as follows:

Begin at the SE corner of Lot 1-A, Block 8, of Hidden Valley 2nd Sector, as recorded in Map Book 63, Page 67, in the Office of the Judge of Probate of Jefferson County, Alabama; thence North along the East line of said Block 8, 661.40 feet; thence 92 degrees 28 minutes 02 seconds right, in an Easterly direction along the Southerly line of Block 2 in the Second Sector of Derby Downs East Sector, as recorded in Map Book 78, Page 42 in said Probate Office and the extension thereof, a distance of 658.67 feet; thence 87 degrees 34 minutes 09 seconds right in a Southerly direction, a distance of 125.02 feet; thence 81 degrees 51 minutes 09 seconds left, Southeasterly 235.87 feet to a point in the Northwesterly right of way line of Rocky Ridge Road; thence 94 degrees 41 minutes 06 seconds right, Southwesterly along said right of way line a distance of 524.24 feet to the intersection with the Northerly right of way line of Wisteria Drive; thence 79 degrees 50 minutes 16 seconds right, Westerly along said right of way line a distance of 775.56 feet to the Point of Beginning.

Parcel 2

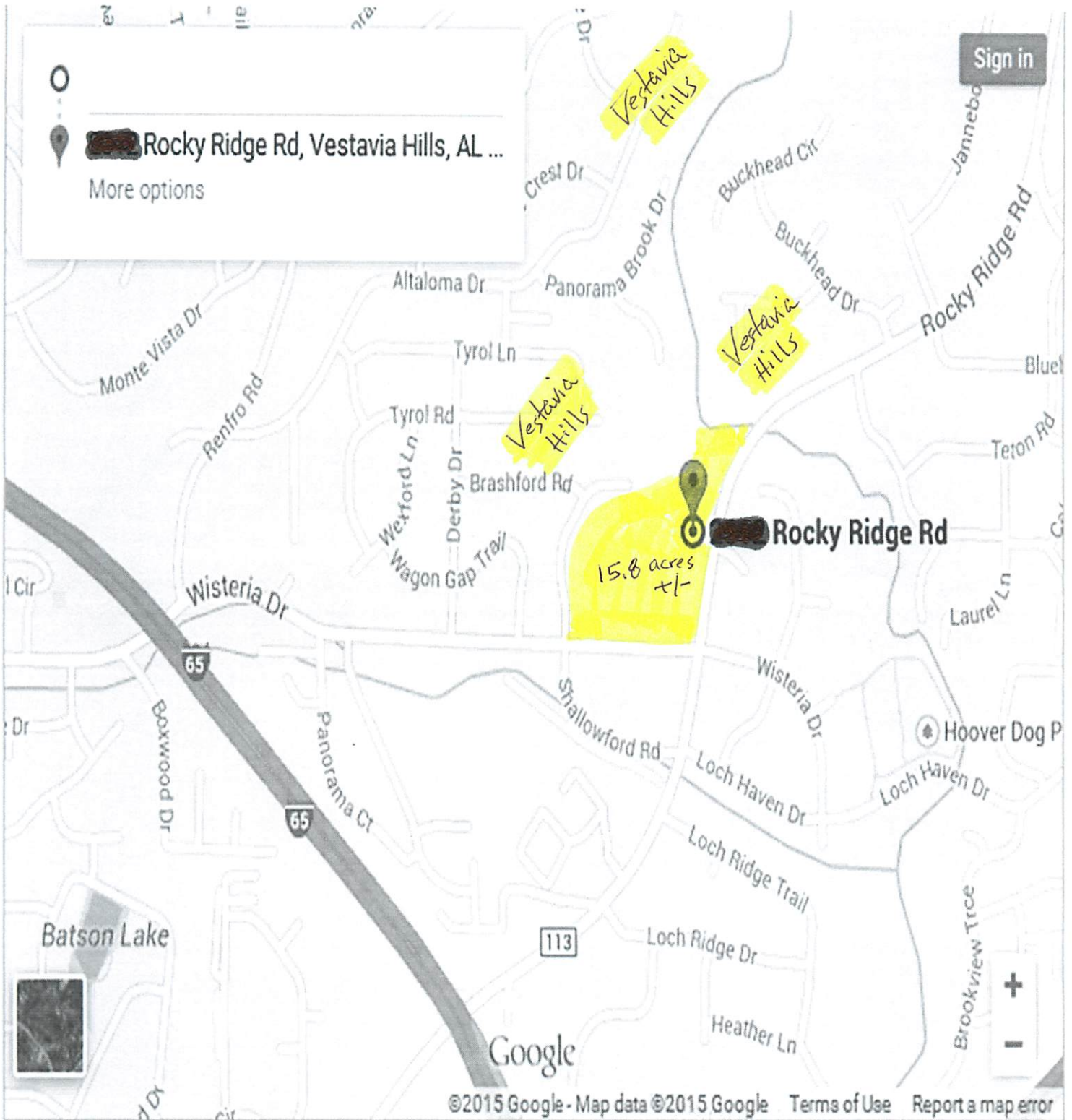
Begin at the NW corner of the S 1/2 of the NE 1/4 of the SE 1/4 of Section 6, Township 19, Range 2 West, Jefferson County, Alabama; thence run East 302 feet, more or less, to center of paved highway; thence run Southwest along center of paved highway 150 feet; thence run West 268 feet, more or less, to the West line of said 1/4 1/4 Section; thence run North 125 feet to the point of beginning; being a part of the NE 1/4 of SE 1/4 of Section 6, Township 19 South, Range 2 West, Jefferson County, Alabama.

Less and except any portion of subject property lying within a road right of way.

Parcel 3

All that part of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 19 South, Range 2 West, situated in Jefferson County, Alabama, that lies North and West of Patton Chapel-Rocky Ridge Road and South of the center line of a creek.

Less and except any portion of subject property lying within a road right of way.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Leon A. DeLuca</u>	Lot _____ Block _____ Survey <u>APPENDUM "A" SEE ATTACHED - METES + BOUNDS</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Shelby COUNTY

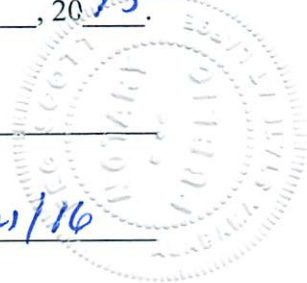
Carl A. Schaefer Jr being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Leon A. DeLuca
Signature of Certifier

Subscribed and sworn before me this the 25th day of February, 2015.

[Signature]
Notary Public

My commission expires: 12/21/16



ADDENDUM "A"
LEGAL DESCRIPTIONS, METES & BOUNDS 15.8 acres +/-
Petition for Annexation to the City of Vestavia Hills, Alabama
Carl A. Schaefer, Jr.

Parcel 1

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Parcel 2

Begin at the NW corner of the S 1/2 of the NE 1/4 of the SE 1/4 of Section 6, Township 19, Range 2 West, Jefferson County, Alabama; thence run East 302 feet, more or less, to center of paved highway; thence run Southwest along center of paved highway 150 feet; thence run West 268 feet, more or less, to the West line of said 1/4 1/4 Section; thence run North 125 feet to the point of beginning; being a part of the NE 1/4 of SE 1/4 of Section 6, Township 19 South, Range 2 West, Jefferson County, Alabama.

Less and except any portion of subject property lying within a road right of way.

Parcel 3

All that part of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 19 South, Range 2 West, situated in Jefferson County, Alabama, that lies North and West of Patton Chapel-Rocky Ridge Road and South of the center line of a creek.

Less and except any portion of subject property lying within a road right of way.

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION
1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Carl A. Schaefer, Jr.
Address: 345 Industrial Lane
City: Birmingham State: Alabama Zip: 35211

Information on Children:

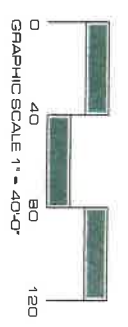
**Plan to Enroll In
Vestavia Hills School?**



	Name(s)	Age	School Grade	Yes	No
1.	NONE(This property is currently 15.8 acres +/- of vacant land)				
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". _____

HIDDEN VALLEY
2ND SECTOR
M.B. 65, PG. 83

DERBY DOWNS-EAST SECTOR
2ND SECTOR
M.B. 78, PG. 42



-  **ZONE 2** - ALL ERECTS WILL BE MADE TO SAVE ALL TREES IN THIS ZONE. TREES SHALL BE MAINTAINED AND NOT REMOVED UNLESS NECESSARY FOR UTILITIES OR OTHER REASONS. PATIOS, DECKS, PLAYSETS, ETC. IF TREES ARE REMOVED IN THIS ZONE, A MINIMUM OF ONE 2" CALIPER TREE WILL BE ADDED PER YARD.
-  **ZONE 3** - GRADED CUT OR FILLED SLOPE. SLOPE TO BE VEGETATED WITH PINES AND/OR GROUNDCOVER/ORNAMENTAL PLANTINGS.
-  **ZONE 4** - ORNAMENTAL ZONE CONSISTING OF LAWN, GROUNDCOVER, MULCH OR FOUNDATION PLANTING, WALKS MAY OCCUR. TREES SHALL BE MAINTAINED AND NOT REMOVED UNLESS NECESSARY FOR UTILITIES OR OTHER REASONS. PATIOS, DECKS, PLAYSETS, ETC. AND SCREEN PORCHES MAY OCCUR WITHIN REAR YARD IN THIS ZONE.
-  STREET TREES TO BE LOCATED OUTSIDE OF RIGHT OF WAY. SPACING, TYPE OF TREE, AND NUMBER OF TREES ON EACH LOT MAY VARY, BUT WILL AVERAGE ONE TREE PER LOT AT 2'-2 1/2" CALIPER MINIMUM.

FRONT SETBACKS - 15.0 FT. FROM BACK OF CURB
SIDE SETBACKS - 0.0 FT. BETWEEN HOUSES
REAR SETBACKS - VARIES (SEE TREE CONSERVATION PLAN)

ABBREVIATIONS:
B.O.C. - (BACK OF CURB)
TYP - (TYPICAL)
R.O.W. - (RIGHT OF WAY)

ORDINANCE NUMBER 2571

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, Timothy and Robin York have submitted application for conditional use approval for a home occupation to be operated in the residence located at 4755 Liberty Park Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.; and

WHEREAS, Mr. and Ms. York have indicated in their application for conditional use approval that they will operate a consulting business out of their home pursuant to the specifications of a home occupation; and

WHEREAS, a copy of said application dated March 27, 2015 is attached and hereby incorporated into this Ordinance Number 2571.

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

1. Conditional Use Approval is hereby approved for Timothy and Robin York for a home occupation as described in the above-referenced application for their residence located at 4755 Liberty Park Lane, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions 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; no customer, client or employee traffic to, at or near the residence that is generated, directly or indirectly, by said home occupation. There shall be no pickup or deliveries to the residences that are related to said home occupation whether directly or indirectly.
 - (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 4755 Liberty Park Lane, 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 Mr. and Mrs. York working 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 4755 Liberty Park Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.

4. At any time should Mr. and Ms. York vacate the premises located at 4755 Liberty Park Lane, Vestavia Hills, Alabama, discontinue or relocate her business, this conditional use approval shall be nullified and said Ordinance Number 2571 shall be automatically repealed.

ADOPTED and APPROVED this the 22nd day of June, 2015.

Alberto C. Zaragoza
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 # 2571 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 22nd day of June, 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2015.

Rebecca Leavings
City Clerk

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: Timothy + Robin York

ADDRESS: 4755 Liberty Park Lane
Vestavia Hills, AL 35242

MAILING ADDRESS (if different from above) _____

PHONE NUMBER: Home 205-202-6607 Office _____

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: n/a

2015 MAR 27 P 12:03

III. ACTION REQUESTED

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

Current Zoning of Property: Residential

Requested Conditional use For the intended purpose of: * see attached

description of request *

(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.)

Single family residence located on lot 878 -
Heritage Hills

Property size: 16,106.59 feet ~~X~~ feet. Acres: .37

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

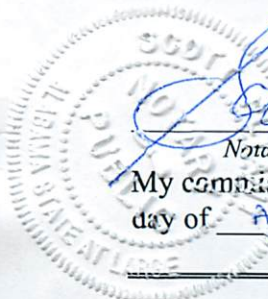
Application fees submitted.

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.

Robin York 3-26-15
Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 26 day of March, 2015.



[Signature]
Notary Public My Commission Expires 4/17/2017
My commission expires 17
day of Apr-1, 2018.

P0515-21//27-9-2-14
4755 Liberty Park Lane
Cond. Use for Home Office
Robin York

March 2015

To Whom It May Concern:

Per the attached conditional use application, I am seeking a business license to conduct financial/account management duties for Crossbow Education Corp. Crossbow Education is a UK based company providing educational products, primarily reading rulers and colored overlays, for special needs children. The scope of the work will be handled online, fax or telephone. I will be working from our existing personal home office.

There will be no clients and/or customers coming to my house causing increased traffic on the street. I am in the process of securing a post office box for Crossbow correspondence. Any needed inventory will be housed off site in a storage facility. If deliveries are required, they will be directed to the storage facility address.

There will be no signage or any type of advertising displayed on the property. No one will have an idea that I am working from home.

Thank you for your time and consideration.

A handwritten signature in black ink that reads "Robin York". The signature is written in a cursive, slightly slanted style.

Robin York

March 10, 2015

Rebecca Leavings, City Clerk
City of Vestavia Hills
Vestavia Hills City Hall
Vestavia Hills, Alabama 35216

Re: Robin York
4755 Liberty Park Lane
Vestavia Hills, AL 35242

Dear Ms. Leavings:

We are writing in connection with the above matter. We understand Mrs. Robin York 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 a consultant 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
March 10, 2015
Page 2

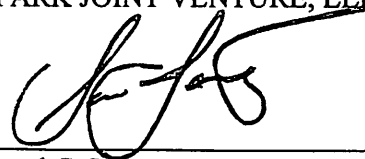
Therefore, we respectfully request that if the Planning and Zoning Commission votes to approve the conditional use applied for in the above referenced matter, such approval will be made subject to the above and foregoing restrictions.

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: May 4, 2015

- **CASE:** P-0515-21
- **REQUESTED ACTION:** Conditional Use Approval for a home based business
- **ADDRESS/LOCATION:** 4755 Liberty Park Lane, Lot 878 Heritage Hills, Phase 1.
- **APPLICANT/OWNER:** Timothy and Robin York, 4755 Liberty Park Lane, Vestavia Hills, AL 35242
- **GENERAL DISCUSSION:** The applicant wishes to conduct a home based consulting business in Liberty Park. As required by the Liberty Park PUD a conditional use permit is required for a home based business. Applicant indicates that only paperwork be done at the residence. Liberty Park has submitted four requested conditions:
 1. There shall be no customers, 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 property is zoned PR-1.

- **LIBERTY PARK MASTER PLAN:** This request is consistent with the procedures of 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: I recommend the Commission recommend approval with the conditions requested by Liberty Park.

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 Mr. Burrell made a motion to recommend approval of Conditional Use Approval for a home office at 4755 Liberty Park Lane. with the following conditions:

1. There shall be no customers, 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.

Second was by Mr. Goodwin. Motion was carried on a roll call; vote as follows:

Mr. Brooks – yes	Mr. Wolfe – yes
Mr. House – yes	Mr. Burrell – yes
Mr. Visintainer – yes	Mr. Goodwin – yes
Mr. Sharp – yes	Mr. Larson – yes
Motion carried.	

ORDINANCE NUMBER 2572

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
FOR AUTOMOTIVE SALES, FOR 1475 MONTGOMERY
HIGHWAY**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, Michael Schefano, Hollywood Imports is the owner of the property located at 1475 Montgomery Highway zoned Vestavia Hills B-3 (business district); and

WHEREAS, Michael Schefano, Hollywood Imports has presented an application for Conditional Use Approval for the purpose of automotive sales for the property located at 1475 Montgomery Highway pursuant to Table 6 of the Vestavia Hills Zoning Code; and

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

1. Conditional Use approval is hereby granted for automotive sales for property located at 1475 Montgomery Highway; and
2. Said conditional use shall continue in perpetuity pursuant to the Zoning Code until such time as use ceases to exist on said property for a period of one year; and
3. This Ordinance Number 2572 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

DONE, ORDERED, ADOPTED and APPROVED this the 22nd day of June, 2015.

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 # 2572 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 22nd day of June, 2015 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2015.

Rebecca Leavings
City Clerk

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: Michael Schefano

ADDRESS: 1472 Highway 31
Vestavia Hills, AL 35216

MAILING ADDRESS *(if different from above)* _____

PHONE NUMBER: Home 205-281-7533 Office 205-979-5120

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Parrish Holley
205-249-6917

2015 APR - 8 P 3:10

B-3

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 6.5.1 of the Vestavia Hills Zoning Code.

Current Zoning of Property: B-3

Requested Conditional use For the intended purpose of: Retain B-3 Zoning. Allow property to be used as an automotive dealership with vehicle showroom

(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.)

1475 Montgomery Highway Lot 3, Luncefords Addition to Vestavia (MB 219/PG 66);

Vestavia Hills, AL 35216

Property size: Irregular feet X _____ feet. Acres: 0.54

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.

[Signature] 4-8-15
Owner Signature/Date

[Signature] 4-8-15
Representing Agent (if any)/date

Given under my hand and seal
this 9th day of April, 2015.

[Signature]
Notary Public
My commission expires _____
day of _____, 20____.



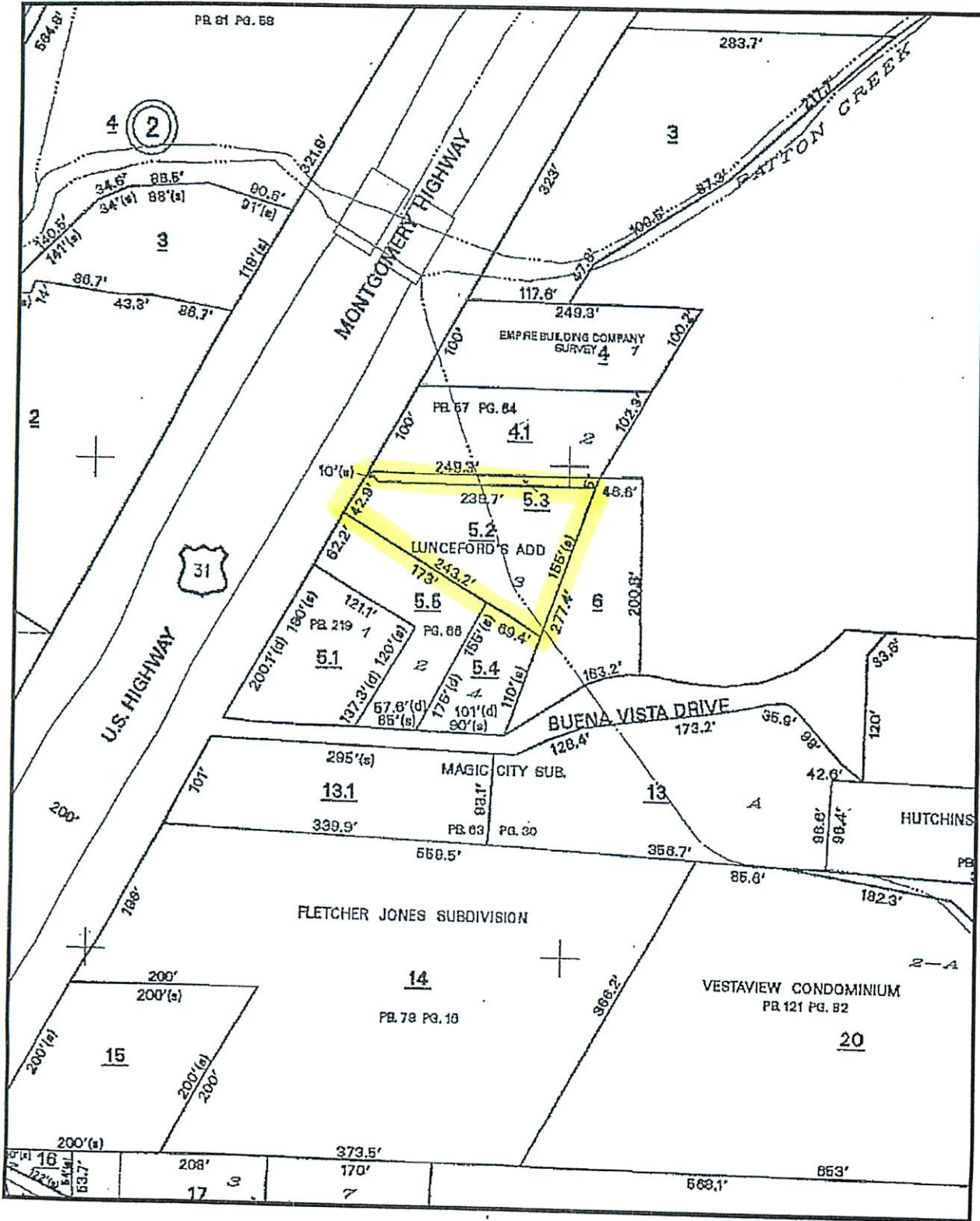
P0515-23//39-1-1-1-5-2
1475 Montgomery Hwy.
Conditional Use
Michael Schefano

Subject Property (continued)

B-3

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Tax Map
(Approximate Location of Subject Property is Highlighted)



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

Date: May 4, 2015

- **CASE:** P-0515-23
- **REQUESTED ACTION:** Request of Conditional Use Approval for a vehicle dealership
- **ADDRESS/LOCATION:** 1475 Montgomery Highway, Vestavia Hills, Alabama
- **APPLICANT/OWNER:** Michael Schefano, Hollywood Imports
- **REPRESENTING AGENT:** Michael Schefano, Hollywood Imports
- **GENERAL DISCUSSION:** Property is located on Montgomery Highway adjacent to NAPA Auto Parts and Captain D's. Property has secured storage for vehicles in the rear of a small office and narrows to the front. Vehicles are parked so as to allow ingress/egress of a small amount of traffic. Customers are not shown vehicles on said lot, vehicles are taken to primary lot for viewing and/or financing. Planned use for the immediate future is to only store the surplus vehicle inventory on the lot, however, Hollywood Imports is in flooding area and this property would be ideal to move temporary operations to if flooding should occur of the dealership continues to grow.
- **CAHABA HEIGHTS COMMUNITY PLAN:** This property is located in Figure 18 of the Comprehensive Master Plan in an area designated as Commercial Core. This request is consistent with the 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 classification with the conditional use.

City Planner Recommendation: No Recommendation.
 2. **City Engineer Review:** I have reviewed the application find no problems.

3. **City Fire Marshal Review:** I have reviewed the application and found no problems as proposed.
4. **Building Safety Review:** I have reviewed the application and found no problems as proposed.

MOTION Mr. Visintainer made a motion to recommend approval of Conditional Use Approval Operation Of A Vehicle Dealership For The Property Located At 1475 Montgomery Highway with the following conditions:

1. The owner must receive a certificate of occupancy from the Building Safety Department;
2. Business must adhere to all ADA and building requirements; and
3. Business must obtain permits for sign and adhere to the sign ordinance.

Second was by Mr. Wolfe. Motion was carried on a roll call; vote as follows:

Mr. Brooks – yes
Mr. House – yes
Mr. Visintainer – yes
Mr. Sharp – yes
Motion carried.

Mr. Wolfe – yes
Mr. Burrell – yes
Mr. Goodwin – yes
Mr. Larson – yes

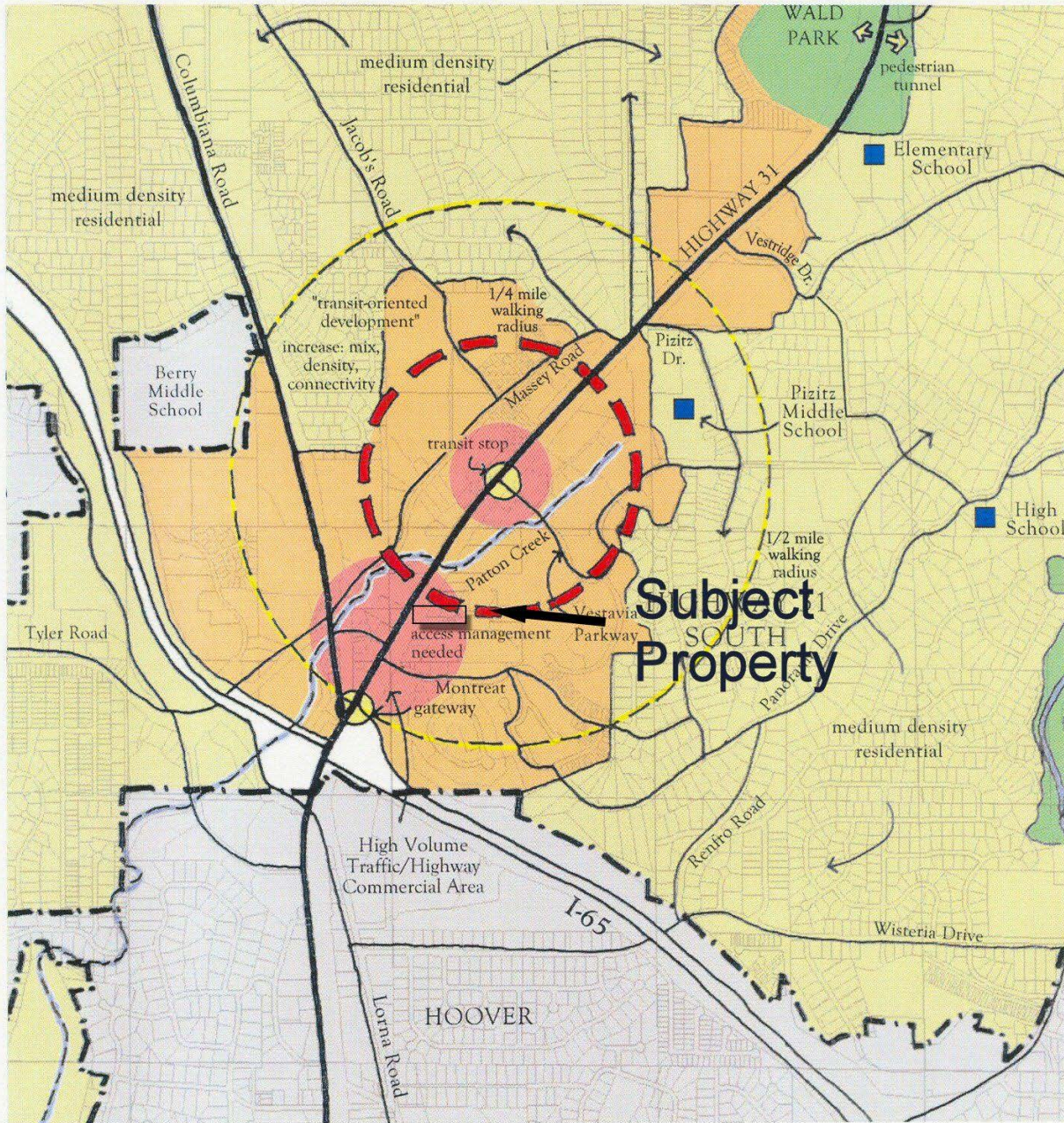


Figure 18: Highway 31 South
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.

