

**Vestavia Hills
City Council Agenda
July 24, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Pastor Steve Blair, Church of the Highlands - Grants Mill Campus
4. Pledge Of Allegiance
5. Presentation – Steve Ammons - Vestavia Hills Police Foundation
6. Announcements and Guest Recognition
7. City Manager’s Report
8. Councilors’ Reports
9. Financial Reports – Melvin Turner, III – Finance Director
10. Approval of Minutes – July 10, 2017 (Regular Meeting)

Old Business

New Business

11. Resolution Number 4970 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property
12. Resolution Number 4967 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver Into A Second Amendment To The Remediation Agreement Regarding Property Located At 1756 Indian Creek Drive, Vestavia Hills, Alabama

New Business (Unanimous Consent Requested)

13. Resolution Number 4962 – A Resolution Authorizing the City Manager To Allocate Funding Within The Gas Tax Fund Budget And Capital Reserve Fund For Fiscal Year 2016-2017 For Street Resurfacing And Infrastructure Repair (*public hearing*)
14. Resolution Number 4966 – A Resolution Authorizing The City Manager To Purchase Certain Equipment For The Vestavia Hills Police Department To Be Reimbursed By The FBI(*public hearing*)

First Reading (No Action Taken At This Meeting)

15. Resolution Number 4964 – Annexation – 90-Day – 1644 Shades Crest Road; Michael Wedgworth, Owner (*public hearing*)
16. Resolution Number 4968 – A Resolution Declaring A Weed And Other Vegetation Nuisance Pursuant To Ordinance Number 2567 And Directing The City Manager To Abate Said Nuisance (*public hearing*)
17. Resolution Number 4969 – A Resolution Declaring A Weed And Other Vegetation Nuisance Pursuant To Ordinance Number 2567 And Directing The City Manager To Abate Said Nuisance (*public hearing*)
18. Ordinance Number 2724 – An Ordinance Authorizing And Directing The Purchasing And Closing Of The Sale Of Real Estate
19. Citizen Comments
20. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JULY 10, 2017

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Interim Fire Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Lori Beth Kearley,
Cinnamon McCulley, Communications Specialist

George Pierce, Councilor, provided the invocation, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce announced that the annual celebration called “Back to School in the Hills” will be held on August 11 at the Cahaba Heights athletic fields. Information may be obtained from Lisa Christopher at the Chamber of Commerce.
- Mayor Curry stated that August 21 is National Senior Citizens Day and Vestavia Hills will participate by hosting a reception at City Hall for Seniors Citizens. He indicated that Jabo Waggoner and Governor Kay Ivey have agreed to attend the event.

CITY MANAGER'S REPORT

- Mr. Downes stated that the pedestrian tunnel, connecting Liberty Park to SHAC, has been preliminarily approved for bid by ALDOT. He explained that this funding request has been years in the making through a special grant from ALDOT. The funding of this project is split 80/20 with estimated costs of \$473,000 along with utility relocations. He stated that the bidding will be handled by the City with final acceptance by the Council. He asked Rob Vermillion, Volkert Engineering, to explain the project. Mr. Downes stated they hope to have the bid package available in September.
 - Mr. Wood explained the location of the project and the parameters of the tunnel. The facility will contain lighting for safety and be large enough for golf carts.
- Mr. Downes gave an update on the draft through-road agreement with Jefferson County including Dolly Ridge Road, Columbiana Road, Massey Road, Rocky Ridge Road, Shades Crest Road and Tyler Road. The updated document should also include Crosshaven Drive and Green Valley Road and may eventually remove Tyler and Massey Roads. He stated he will be working with the city engineer to continue to finalize the document and bring it to the council soon.
- Mr. Downes explained that, in the past, the City has had a city-wide survey mailed to a targeted pool of residents that is statistically representative of our city. He stated that he has put another survey into this year's budget. He encouraged the Council to review the most recent survey and recommend revisions.

COUNCILOR REPORTS

- Mrs. Cook stated that the Vestavia Hills Board of Education had a ribbon cutting today for the new Cahaba Heights gym. She applauded the efforts of the Board for this refurbishment. There will be a Board meeting July 25, 2017, beginning at 6 PM.
- Mr. Pierce stated that the I Love America Day, which was postponed from its original date and held last Thursday, was a great success. He thanked the Chamber of Commerce for hosting this event.
- Mr. Weaver stated that the Planning and Zoning Commission will meet Thursday beginning at 6 PM.
- Mr. Head stated that the subcommittee meetings of the Community Spaces Project will begin tomorrow and will be held at various times over the next couple of weeks here at City Hall. He indicated these will primarily consist of discussion and debate of issues. Around the first week of August the subcommittees will come together to compose a recommendation.
- Mrs. Cook stated that those Community Spaces sessions will be posted and the public is encouraged to attend.

APPROVAL OF MINUTES

The minutes of the June 26, 2017, regular meeting were presented for approval.

MOTION Motion to dispense with the reading of the minutes of June 26, 2017 (regular meeting) and approve them as presented was by Mrs. Cook and second by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4957

Resolution Number 4957 – A Resolution To Replace The Current Firewall System With Heightened Security For Prevention Of Cyber Threats To The City Of Vestavia Hills Computer Systems And To Allow The City Manager To Retain An Additional IT Technician (*public hearing*)

MOTION Motion to approve Resolution Number 4957 was made by Mr. Cook and second was by Mr. Weaver.

Mr. Downes explained that this Resolution is a measure to protect the City, further, against cyber-threats. He indicated some sister cities have been held hostage by ransomware and the City has been subject to several phishing emails. So far, the City has been lucky to avoid these, but the attempted breaches of security are becoming more sophisticated every day. He stated that the City has already taken steps to increase our cyber-security, by taking out cyber insurance, installing security defense software and training employees in how to recognize attempted breaches. The IT Director has suggested the installation of an additional firewall protection, and recommends hiring an additional IT tech to assist in keeping software protections up-to-date. The city manager explained that the IT department has found a small surplus in this year's budget and explained the additional funding needed in order to accomplish both recommendations. Mr. Downes explained that Councilor Cook had questioned privatizing the IT support for the City. He stated that the City has contracted out some IT work in the past, including managing the email system. However, the Jefferson County Personnel Board requires justification when out-sourcing a service that can be provided by a classified employee. Mr. Downes does not believe there is sufficient justification, in this case, to out-source the services needed. He stated that, in analyzing the cost differential, hiring an additional employee is actually cheaper than hiring a third party. The City has recently delayed upgrading our financial software for more than a year because of a deficit in manpower. He recommended approval of the Resolution as described.

Mr. Estes, IT Director, was present in regard to the request.

Mrs. Cook stated she had asked about whether the City had a robust disaster recovery plan and Mr. Estes sent her the City's policy. She stated she was satisfied the City has the ability to recover from a loss of data, but that the main concern would be a breach of

confidential information kept on these servers and that it is important for the City to protect sensitive information.

Mr. Pierce asked if the new employee would be included in next year's budget.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4963

Resolution Number 4963 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Estoppel Agreement With Vestavia MZL, LLC And An Assignment Agreement With Vestavia MZL, LLC, Excel Vestavia, LLC, and Vestavia Outparcel Holdings, LLC

MOTION Motion to approve Resolution Number 4963 was made by Mr. Pierc3 and second was by Mr. Weaver.

Mr. Downes stated the City Center is about to be sold to another entity. He explained that the City Center property is divided in three sections and all three are a part of this proposed sale to Katz Properties. He explained that the City owns some of the parking facilities, which were shown in a diagram. He indicated that these agreements assign a 2001 agreement that addressed the maintenance of and payment of taxes on these parking facilities to the new owner. The agreement provides maintenance of these parking facilities is the responsibility of the owner of the shopping center and the City is paid a fixed dollar amount in lieu of taxes that would have been paid by the owner for the parking facilities. The new agreement ensures there are no changes to the maintenance terms and includes an estoppel agreement to ascertain there are no known, outstanding violations of the original agreement. The new owner, Katz Properties, submitted a memo describing their intended improvements to the property. Mr. Downes read the memo to the Council and the audience.

Mrs. Cook asked about enforceability of the intentions stated in the memo.

Mr. Downes stated that there is no way to enforce the statements in the memo and that only the contents of the agreement can be enforced. He stated that the sale is a private agreement between the property owner and purchaser and the City is only insuring that the same terms are maintained after the transfer of ownership.

Mr. Boone explained an estoppel agreement.

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

Mrs. Cook – yes

Mr. Head – abstain

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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 regular meeting on July 27, 2017, at 6:00 PM.

- Resolution Number 4962 – A Resolution Authorizing the City Manager To Allocate Funding Within The Gas Tax Fund Budget For Fiscal Year 2016-2017 For Street Resurfacing And Repair (*public hearing*)

CITIZEN COMMENTS

David Harwell, 1803 Catala Road, indicated that the City has revised certain ordinances to provide enforcement of matters such as maintenance of property, leash laws, etc. He thanked the Council for updating these ordinances to allow the compliance officer, Cpl. Jimmy Coleman, to go out and assist with these problems. He stated that Jimmy does a great job.

Bo Kirkpatrick, 716 Vestavia Lake Drive, addressed the City Council regarding construction at the Vestavia Country Club. He stated the contractor has allowed silt to escape the site and drain into the lake and that it has begun to fill in the lake. He stated that the City has been made aware of the problems and the city engineer and city manager have been helpful, but the erosion is getting worse and worse and there are many homeowners that are angry about this situation. Complaints have been filed and ADEM has been on the scene as have Cahaba Riverkeeper and that testing has been done. He stated that the Council needs to be aware that the residents have been consulting with an attorney to determine options and they will be looking to the City for assistance as well. He asked for this matter to be put on the next work session agenda of the Council.

Mayor Curry stated that the Council can discuss this at the next work session and acknowledged that the Country Club is located in the County, but that the lake is privately owned.

At 6:55 PM, Mr. Pierce made a motion to adjourn. The meeting adjourned at 6:55 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4970

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 4970 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 24th day of July, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

“EXHIBIT A”

From: Melvin Turner
Sent: Thursday, July 20, 2017 10:51 AM
To: Wendy Dickerson
Subject: Declare Surplus

Wendy,
Please declare the following surplus:

1) Grand Marquis- LS
YEAR - 2000
VIN - 2MEFM75W3YX642907
TAG # - 33555 MU

Thank you,
Melvin



Melvin Turner, III - Director
Finance Department

RESOLUTION NUMBER 4967

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE REMEDIATION AGREEMENT REGARDING PROPERTY LOCATED AT 1756 INDIAN CREEK DRIVE, VESTAVIA HILLS, AL 35243.

WHEREAS, the Appropriate Municipal Officials of the City of Vestavia Hills, Alabama (“the City”), determined that the condition of the building or structure located at 1756 Indian Creek Drive, Vestavia Hills, AL 35243, Alabama, Parcel I.D. Number 28-00-20-4-004-015.000 (“Subject Property”), was unsafe to the extent that it is a public nuisance; and

WHEREAS, Deborah Reinhardt is the owner of the Subject Property; and

WHEREAS, on July 11, 2016, the City of Vestavia Hills, Alabama (“the City”) and Ms. Reinhardt entered into a Remediation Agreement (“the Original Remediation Agreement”);

WHEREAS, on March 15, 2017, Ms. Reinhardt and the City entered into a First Amendment to the Remediation Agreement (“First Amendment”);

WHEREAS, Ms. Reinhardt and the City desire to make certain limited amendments to the remediation agreement as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama, while in regular session on Monday, July 24, 2017, as follows:

1. On behalf of the City, the Mayor and City Manager are hereby authorized to enter into the Second Amendment to the Remediation Agreement along substantially the same terms as those provided in Exhibit 1 attached hereto;

2. This Resolution shall not revoke any prior resolution or order concerning the Subject Property as the same are intended to continue in effect; and

3. This Resolution shall become effective immediately upon adoption.

ADOPTED and APPROVED this the 24th day of July, 2017.

Ashley C. Curry
Mayor

ATTESTED BY

Rebecca Leavings
City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution Number 4967 duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the ____ day of _____, 2017, while in regular session, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this ____ day of _____, 2017.

Rebecca Leavings, City Clerk

Exhibit 1

**SECOND AMENDMENT TO THE
REMEDATION AGREEMENT**

COME NOW, **Deborah Reinhardt** ("Petitioner"), who has an interest in the Subject Property as defined herein, and the **City of Vestavia Hills, Alabama** ("City"), to enter into this Second Amendment to the Remediation Agreement ("Second Amendment") as of the 10th day of July, 2017.

WHEREAS, on July 11, 2016, Petitioner and the City entered into a Remediation Agreement ("the Original Remediation Agreement");

WHEREAS, on March 15, 2017, Petitioner and the City entered into a First Amendment to the Remediation Agreement ("First Amendment");

WHEREAS, all of the defined terms in the Original Remediation Agreement and First Amendment shall be given the same meaning herein;

WHEREAS, at this time, the Petitioner is in breach of certain provisions of the Original Remediation Agreement and/or the First Amendment, but the parties desire to achieve a mutually agreeable resolution and to provide more certainty as to their obligations;

WHEREAS, the Petitioner and the City desire to make certain limited amendments to the Original Remediation Agreement and the First Amendment as expressly set forth herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and in the Original Remediation Agreement and in the First Amendment, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, it is agreed as follows:

1. Incorporation by Reference. Except as expressly amended herein, all of the provisions of the Original Remediation Agreement and the First Amendment shall continue in full force and effect. Except as expressly amended herein, the terms and averments of the Original Remediation Agreement and the First Amendment are incorporated by reference as though fully set forth herein. Where there is a disagreement between the terms of the Original Remediation Agreement, the First Amendment, and/or this Second Amendment, the terms of the Second Amendment shall govern. Wherever possible, all references to the "Agreement" in the Original Remediation Agreement shall be interpreted to mean the "Agreement as amended."

2. No Residing in the Subject Property. The Petitioner agrees not to reside in the Subject Property, nor will she allow any other person to reside in the Subject Property. Accordingly, she agrees not to enter upon or remain in or on the Subject Property or to allow anyone else to do the same during the hours of 9:00 p.m. to 6:00 a.m. CST. The Petitioner agrees not to bring any additional personal property into the Subject Property or to allow anyone else to do so.



3. Efforts to Sell the Subject Property. The Petitioner agrees to offer the Subject Property for sale at a price not to exceed Seven Hundred Twenty-Five Thousand Dollars and No Cents (\$ 725,000.00), to utilize a licensed realtor in connection with the marketing and sale of the Subject Property, to ensure that adequate signage remains on the Subject Property advertising the sale of the same, and to ensure that the listing of the subject property is entered into the Multiple Listing Service (MLS) and remains so until the Subject Property is sold. The Petitioner agrees to continue offering the Subject Property for sale as required by this paragraph until all of her interest in the Subject Property has been transferred. The Petitioner agrees to utilize a licensed realtor who is familiar with the Vestavia Hills real estate market and who is acceptable to the City. The parties agree that licensed real estate agent Martha Turner with LAH Realty is acceptable to both of them through January 15, 2018, and the Petitioner acknowledges this agreement as additional, adequate, actual, and received consideration from the City.

[SIGNATURES APPEAR ON THE FOLLOWING TWO (2) PAGES.
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Net

Deborah Reinhardt
Deborah Reinhardt

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Deborah Reinhardt, an individual, whose name is signed to the foregoing Remediation Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 10th day of July, 2019.

Notary Public: Anna R. Ome
My commission expires: May 18, 2020

CITY OF VESTAVIA HILLS, ALABAMA

BY (signature):

Ashley C. Curry
ITS: Mayor

BY (signature):

Jeffrey D. Downes
ITS: City Manager

ATTEST:

Rebecca Leavings, City Clerk

RESOLUTION NUMBER 4962

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ALLOCATE FUNDING WITHIN THE GAS TAX FUND BUDGET AND CAPITAL RESERVE FUND FOR FISCAL YEAR 2016-2017 FOR STREET RESURFACING AND INFRASTRUCTURE REPAIR IN THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, on August 22, 2016 the City Council adopted and approved Resolution Number 4867 adopting a General Fund Budget, a Special Revenue Fund Budget, a Capital Project Fund Budget and a Sidewalk Project Fund Budget for the City of Vestavia Hills for fiscal year 2016-2017; and

WHEREAS, said Special Revenue Fund Budget includes the 07-7 Cent Gasoline Fund; and

WHEREAS, said 07-7 Cent Gasoline Fund annually includes appropriation of funds to allow for street paving, repairs and maintenance; and

WHEREAS, on September 12, 2016 the City Council adopted and approved Resolution Number 4878 accepting a bid for street resurfacing and repairs with the intent to utilize the FY 17 budgeted paving funds coupled with the FY 16 end of the year fund balance in Fund 7 to cover the projected expense; and

WHEREAS, the City's residential paving program for the fiscal year 2017 is now complete; and

WHEREAS, said completion left a purchase order balance of \$89,350.00; and

WHEREAS, the City Public Services Director and City Engineer have examined said balance and projected fund balance and would like to utilize \$45,000.00 of said remaining balance for continued road repair and maintenance as needed for the remainder of the fiscal year 2017; and

WHEREAS, the City Manager has examined said fund and recommended the allocation of funding from the 07-7 Cent Gasoline Fund to cover the expense for continued road repair and maintenance as needed for the remainder of the fiscal year 2017; and

WHEREAS, the Mayor and City Council have reviewed the recommendation and find it is in the best public interest to approve that the City Manager allocate funding within the budget in order for continued road repair and maintenance; and

WHEREAS, after original publication of this proposed resolution the City experienced several flash flood events resulting in major infrastructure damage including but not limited to a compromised pipe and sink hole along Morgan Drive.

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

1. The City Manager is hereby authorized to allocate money from the 07-7 Cent Gasoline Fund for the continued road repair and maintenance in the amount of not to exceed \$45,000; and
2. The Mayor and City Council agree that the repair of public infrastructure along Morgan Drive is deemed of critical public importance and is a condition considered an emergency situation requiring immediate repair not subject to the competitive bidding process; and
3. The City Manager is hereby authorized to expend up to \$_____ from the City's Capital Reserve Fund to repair the infrastructure along Morgan Drive.
4. This Resolution Number 4962 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24th day of July, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Memorandum

To: Rebecca Leavings
City Clerk

From: Jeff Downes
City Manager



Date: July 5, 2017

Re: Gas Tax Fund (Fund 7) Expenditure Authorization

On November 1, 2016, after receiving approval from the newly elected Mayor and Council and passage of Resolution 4878, a purchase order was issued to Dunn Construction Company to implement the City's residential paving program for fiscal year 2017. The purchase order totaled \$572,580. The FY 2017 paving project is now complete, and the amount expended is \$483,229.58 leaving a balance of \$89,350.42 as the P.O. is closed.

The funding for said paving expense anticipated the utilization of the appropriated FY 17 paving budgets, summarized below, as well as the Fund 7 fund balance at the beginning of FY 17 that totaled \$286,974. Given the execution of the paving project as previously authorized by the City Council and the need for clarity on the utilization of the remaining Fund 7 monies to allow continued road repair and maintenance as needed through the completion of FY 17, please prepare a resolution authorizing the expenditure of remaining Fund 7 monies including the Fund 7 fund balance for use in street maintenance efforts not to exceed an additional \$45,000 for the remainder of the fiscal year as per the request of Brian Davis.

Paving Budget

Fund 4	\$ 199,000
Fund 5	\$ 95,000
Fund 7	\$ 8,024
Fund 7 Balance (9/30/16)	\$ 286,974
Total	\$ 588,998

Cc: Melvin Tuner, Finance Director
George Sawaya, Deputy Finance Director

**Vestavia Hills Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216**

INTEROFFICE MEMO

Date: June 21, 2017

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Street Maintenance Funding

Due to unforeseen excess expenses during the current fiscal year in street repair and maintenance, I need to request \$45,000 (estimated \$15,000 per month) for the remainder of the fiscal year. While we do not anticipate using this on anything specific, should we have any hazards in the right of way, we need access to funding in a timely manner.

Christopher and I would be happy to answer any questions you may have.

RESOLUTION NUMBER 4878

**A RESOLUTION ACCEPTING A BID FOR STREET RESURFACING
AND REPAIR IN THE CITY OF VESTAVIA HILLS**

WHEREAS, on August 11, 2016 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for street repair and resurfacing in the City of Vestavia Hills; and

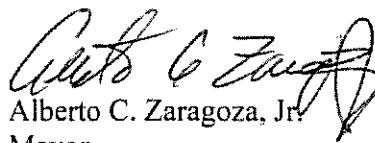
WHEREAS, the City Engineer has reviewed the bids, detailed them in an Interoffice Memorandum to the City Manager dated September 6, 2016 and recommended acceptance of the bid submitted by Dunn Construction Company. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 4878 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the City Engineer and accept said bid as detailed in Exhibit A.

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

1. The bid submitted by Dunn Construction Company as detailed in attached Exhibit A and recommended by the City Engineer, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to secure said agreement and/or for said purchase upon written approval of the City Attorney, a copy of which is marked as "Exhibit B" attached to and incorporated into this Resolution Number 4878 as though written fully therein; and
3. This Resolution Number 4878 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 12th day of September, 2016.


Alberto C. Zaragoza, Jr.
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

OCTOBER 26, 2016

The City Council of Vestavia Hills met in special work session on this date at 6:00 PM following posting/publication as required by Alabama law. The Mayor-elect called the meeting to order and the City Clerk checked the roll with the following:

MEMBERS PRESENT:

Mayor-elect Ashley C. Curry
Kimberly Cook, Council-elect
Paul J. Head, Council-elect
George Pierce, Councilor
Rusty Weaver, Council-elect

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Darrin Estes, IT Director
Terry Ray, Asst. Fire Chief
Marvin Green, Asst. Fire Chief
Dan Rary, Police Chief
Jason Hardin, Police Captain
Kevin York, Police Captain
Brian Davis, Public Services Director
Christopher Brady, City Engineer

The Mayor-elect called the Work Session to order.

Mr. Downes gave updates and explained to the Council the following issues that are either current or forthcoming:

- Residential paving; how the system works, how individual streets are evaluated for paving, the current bid award for paving and the amount of available funds. Mr. Downes explained that the City has a 3-week window to complete some immediate paving needs that are budgeted and are ready to proceed. He distributed a listing of the streets proposed for resurfacing and asked the Council to please contact him if there were any issues.



- Update on CMAQ with both paving and sidewalk construction for Massey Road. Mr. Brady stated that the final plan has gone to ALDOT for review and hopes to have the project bid by ALDOT in spring.
- Mr. Downes announced a possible retreat/work session planned for December 8-9, 2016 and suggested a location. He asked everyone to “save the date” and the details would be worked out and sent later.
- Current number of annexation requests pending and some recent research done and ready to be presented. Mr. Downes suggested holding off on any annexation requests until after this information has been evaluated at the December retreat.
- Mr. Downes explained two upcoming projects that are making their way toward construction in Cahaba Heights.
 - Martin’s BBQ is a development that was recently rezoned and will be coming forward to request incentives because of the challenges in development preparations because of the large drainage basin/creek running through the property.
 - Leaf and Petal is a development that was recently delayed in zoning to allow the new Council to be seated and make the zoning decision. This development will also come forward for some incentives because of the challenges with developing this property.
 - Mr. Downes stated that he will evaluate each of these requests and come forward with full details for the Council to deliberate upon that show, in numbers, the impact, revenues and incentive requests when the projects have submitted their requests.
- Mr. Downes updated the Council on a planned project by the Board of Education for expansion of the elementary school at Wald Park. He explained that they may be encroaching in to the City’s property and some land divisions might be making their way to the Council soon, if needed.

EXECUTIVE SESSION

Mayor-elect Curry explained that the Council needed to go into executive session to discuss the good name, character and job competency of a public official. He indicated that Mr. Boone has opined that this is a reason that this body can enter into executive session. He opened the floor for a motion:

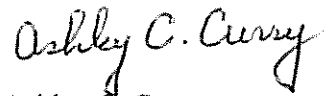
MOTION Motion to move into executive session for a period of approximately 20 minutes to discuss the good name, character and job competency of a public official was by Mr. Weaver and second was by Mr. Head. Roll call vote as follows:

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes

Mr. Head – yes
Mr. Weaver – yes
Motion carried.

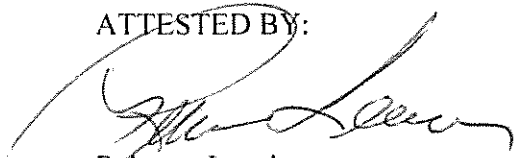
The Council entered into Executive Session at 7:30 PM. At 8:00 PM, the Council exited from executive session and Mayor-elect Curry called the worksession back to order.

There being no further business, Mr. Weaver made a motion to adjourn and the work session adjourned at 8:02 PM.



Ashley C. Curry
Mayor-elect

ATTESTED BY:



Rebecca Leavings
City Clerk

VESTAVIA HILLS
BUDGET VARIANCE REPORT
May 31, 2017

07 -7 Cent Gasoline Fund

May 31, 2017

ACCOUNT	ACTUAL	BUDGET	Annual Budget	Remaining Budget	Actual plus remaining budget
REVENUE SUMMARY					
STATE REVENUE	243,252	210,405	300,000	89,595	332,846
COUNTY REVENUE	627,986	604,040	625,000	20,960	648,946
CITY REVENUE	12,330	879	2,000	1,121	6,431
PARKS & RECREATION	0	0	0	0	0
TOTAL REVENUE	883,568	815,324	927,000	111,676	988,223
EXPENDITURE SUMMARY					
NON DEPARTMENTAL				-	-
CITY COUNCIL				0	0
MAYOR & ADMINISTRATION				0	0
CITY CLERK				0	0
MUNICIPAL COMPLEX				0	0
INFORMATION SERVICES				0	0
POLICE				0	0
FIRE				0	0
INSPECTION				0	0
ENGINEERING				0	0
PUBLIC WORKS	917,711	603,470	927,000	323,530	1,241,241
CITY GARAGE				0	0
PUBLIC LIBRARY				0	0
PARKS & RECREATION				0	0
TOTAL EXPENDITURES	917,711	603,470	927,000	323,530	1,241,241
REVENUE OVER/(UNDER) EXPENDITURES	\$ (34,144)	\$ 211,854	\$ -	\$ (211,854)	\$ (253,018)
				Adjustments	
				TRANSFER FROM FUND 4 & 5	\$ 81,978
				Street Maint 07-60-5410-000-300 over budget	(32,555)
				Total Adjustments	\$ 49,422
				Adjusted Revenue Over/(Under) Expenditures	\$ (203,596)
				Committed Contracts on future fiscal years	
				Resolution #4875 Naturescape contract	\$ 46,434
				Resolution #4878 Dunn Construction contract	\$ 46,434

RESOLUTION NUMBER 4966

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN POLICE EQUIPMENT FOR THE VESTAVIA HILLS POLICE DEPARTMENT TO BE REIMBURSED BY THE FBI

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

1. The City Manager is hereby authorized to purchase certain police equipment as detailed in an interoffice memorandum from the Police Chief to the City Manager, a copy of which is marked as “Exhibit A” and is attached and incorporated into this Resolution Number 4966 as though written fully therein; and
2. Said purchase shall be funded from the Police Department Confiscations Account awaiting reimbursement from the FBI; and
3. This Resolution Number 4966 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 24^h day of July, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A

VESTAVIA HILLS POLICE DEPARTMENT

To: Mr. Downes

MEMO

From: Chief Dan Rary

CC: Becky Leavings

Date: 19 July 2017

Re: Request for Council agenda

Mr. Downes,

I am requesting that the following item be placed on the City Councils agenda for the 24 July 2017 for a unanimous consent vote.

I am requesting to purchase the below items out of the PD confiscations account for the Police Department. The purchase price of this expense will be reimbursed to this account by the FBI. The total price for this project will not exceed \$17,000.00. The breakdown of this expense is below.

CELLEBRITE Analyzer UFED 4 PC	\$4,002.64
TRUCKVAULT (Vehicle locking boxes) Plus shipping	\$7,893.71
TOTAL	\$16,993.71

Funding will come from the PD Confiscations Account.

We do not have to bid this out due to these being single source items.

Section 41-16-51

Contracts for which competitive bidding not required.

(13) Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.

RESOLUTION NUMBER 4964

**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 9, 2017, 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 14th day of August, 2017; 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 2nd day of August, 2017.

2. That on the 27th day of November, 2017, in the Vestavia Hills City Hall, 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 4964 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:

1644 Shades Crest Road
Michael Wedgworth, Owner(s)

Legal Description:

Beginning 209 feet West of the Southeast corner of the Southwest ¼ of the Northwest ¼ of Secion 25, Township 18, Range 3 West; thence North 973.5 feet to Columbiana Road; thence Northwardly along the South side of said road 414 feet; thence South 1,075.08 feet; thence East 281.82 feet to the point of beginning.

Situated in Jefferson County, Alabama, Birmingham Division.

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

Being more particularly described as follows:

Begin at an iron pin found at the intersection of the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division and the North Right-of-Way line of Shades Crest Road; thence run in a Westerly direction along said North Right-of-Way line for a distance of 281.21 feet to a concrete monument found; thence turn an interior counterclockwise angle to the left of 89°39'02" and run in a Northerly direction for a distance of 826.12 feet to a concrete monument found on the South Right-of-Way line of Green Springs Highway and also being on a curve to the right having a central angle of 26°34'00" and a radius of 644.50 feet; thence turn an interior counterclockwise angle to the left to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said South Right-of-Way line for a distance of 298.84 feet to a ½" rebar found; then turn an interior counterclockwise angle to the left from the chord of said curve of 111°16'52" and run Southerly along the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division for a distance of 718.68 feet to the Point of Beginning.

APPROVED and ADOPTED this the 14th day of August, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



**1644 Shades Crest Road
Michael Wedgworth**

Annexation Committee Petition Review

Property: 1644 Shades Crest Rd

Owners: Michael Wedgworth

Date: 7/10/17

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 N/A. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes N/A Number in city _____
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: 1644 Shades Crest Road

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 _____

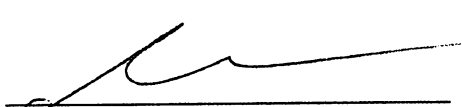
9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

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: _____

12. Board of Education comments/concerns: NONE, PRICE OF HOMES AND SLOW BUILD OUT IS AGREEABLE TO BOE.

Other Comments: _____


George Pierce
Chairman

4-11-17

PARCEL #: 29 00 25 2 008 002.000
OWNER: REEVES CATHERINE
ADDRESS: 1644 SHADES CREST RD VESTAVIA AL 35226-3241
LOCATION: 1644 SHADES CREST RD BHAM AL 35226

[111-B-] Baths: 2.5 H/C Sqft: 2,706
 18-023.0 Bed Rooms: 2 Land Sch: A116
 Land: 154,900 Imp: 284,400 Total: 439,300
 Acres: 0.000 Sales Info: \$0

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2016

[SUMMARY](#) [LAND](#) [BUILDINGS](#) [SALES](#) [PHOTOGRAPHS](#) [MAPS](#)

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE: X
 EXEMPT CODE: 3-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$410,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$154,940
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 002 111 \$264,700
 BLDG 001 111 \$19,700

TOTAL MARKET VALUE [APPR. VALUE: \$439,300]: \$439,340

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$43,940	\$285.61	\$43,940	\$285.61	\$0.00
COUNTY	3	1	\$43,940	\$593.19	\$2,000	\$27.00	\$566.19
SCHOOL	3	1	\$43,940	\$360.31	\$0	\$0.00	\$360.31
DIST SCHOOL	3	1	\$43,940	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$43,940	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$43,940	\$224.09	\$0	\$0.00	\$224.09
SPC SCHOOL2	3	1	\$43,940	\$738.19	\$0	\$0.00	\$738.19

**** DELINQUENT ****

TOTAL FEE & INTEREST: (Detail) \$55.36

ASSD. VALUE: \$43,940.00

\$2,201.39

GRAND TOTAL: \$1,944.14

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2017031117	3/23/2017
201102-14240	02/23/2011

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
3/14/2017	2016	CATHERINE REEVES	\$1,944.14
11/17/2015	2015	CATHERINE REEVES	\$1,763.22
1/7/2015	2014	-	\$1,741.67
12/16/2013	2013	CATHERINE J REEVES	\$1,739.67
12/11/2012	2012	REEVES CATHERINE	\$1,741.24
20111231	2011	***	\$1,570.04
20101209	2010	***	\$1,761.04

EXHIBIT "C"

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office not later than 5:00 PM on ~~Thursday~~,
May 31, 2017 Wednesday

Location: 11644 Shades Crest Rd

Engineering: Date: 5/31/17 Initials: CB
Comments: please see attached memo for comments.

* see email from Christopher Brady dated 5/31/17

Police Department: Date: 5-26-17 Initials: AMW
Comments: No problems with this address.

Fire Department: Date: 5/23/2017 Initials: (SK)
Comments: Increase road width & hammerhead to 20 feet.

* see email from Scott Key dated 5/26/17

Public Works: Date: _____ Initials: _____
Comments: _____

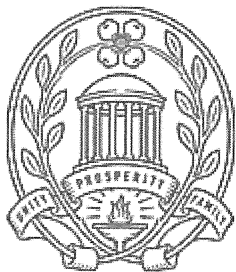
Wendy Dickerson

From: Christopher Brady
Sent: Wednesday, May 31, 2017 12:11 PM
To: Wendy Dickerson; Brian Davis
Cc: Rebecca Leavings; Lori Beth Kearley
Subject: RE: Annexation Packet for 1644 Shades Crest Road

See below Engineering/Public Services comments for you to cut and paste as needed:

2017 Annexation Review – Engineering/Public Services
Review comments, 5/31/17, CBrady

1644 Shades Crest Road -- no significant concerns noted; Shades Crest Road is anticipated to be maintained by Jefferson County as part of future “through road” agreement. Proposed development is conducting a traffic study to determine any roadway improvements/turn lane requirements. We have reviewed preliminary plans and discussed drainage and other City design requirements with proposed developer and design engineer.



Christopher Brady, City Engineer

Department of Public Services

P 205 978 0150 | vha.org

City of Vestavia Hills

  WWW.ALIFEABOVE.ORG

From: Wendy Dickerson
Sent: Tuesday, May 23, 2017 12:25 PM
To: Christopher Brady; Kevin York; Scott Key
Cc: Rebecca Leavings
Subject: Annexation Packet for 1644 Shades Crest Road

I have attached the Annexation Packet for 1644 Shades Crest Rd. Please review the packet/property and come by my office to sign Exhibit C/write comments by Wednesday, May 31, 2017.

Thanks, Wendy

Wendy Dickerson

From: Scott Key
Sent: Friday, May 26, 2017 2:08 PM
To: Wendy Dickerson
Subject: Mike Wedgeworth

Wendy,

I spoke to Mike Whitworth today about his subdivision. He has agreed to widen the rear hammerhead from 16 to 20 feet. He and I discussed the 18 foot we at with the island and I am good with that. Do I need to come and sign the annexation request?

Thank you,

Scott A. Key

Battalion Chief / Fire Marshal

P [205 978 0218](tel:2059780218) | vhal.org

F [205 978 0205](tel:2059780205)

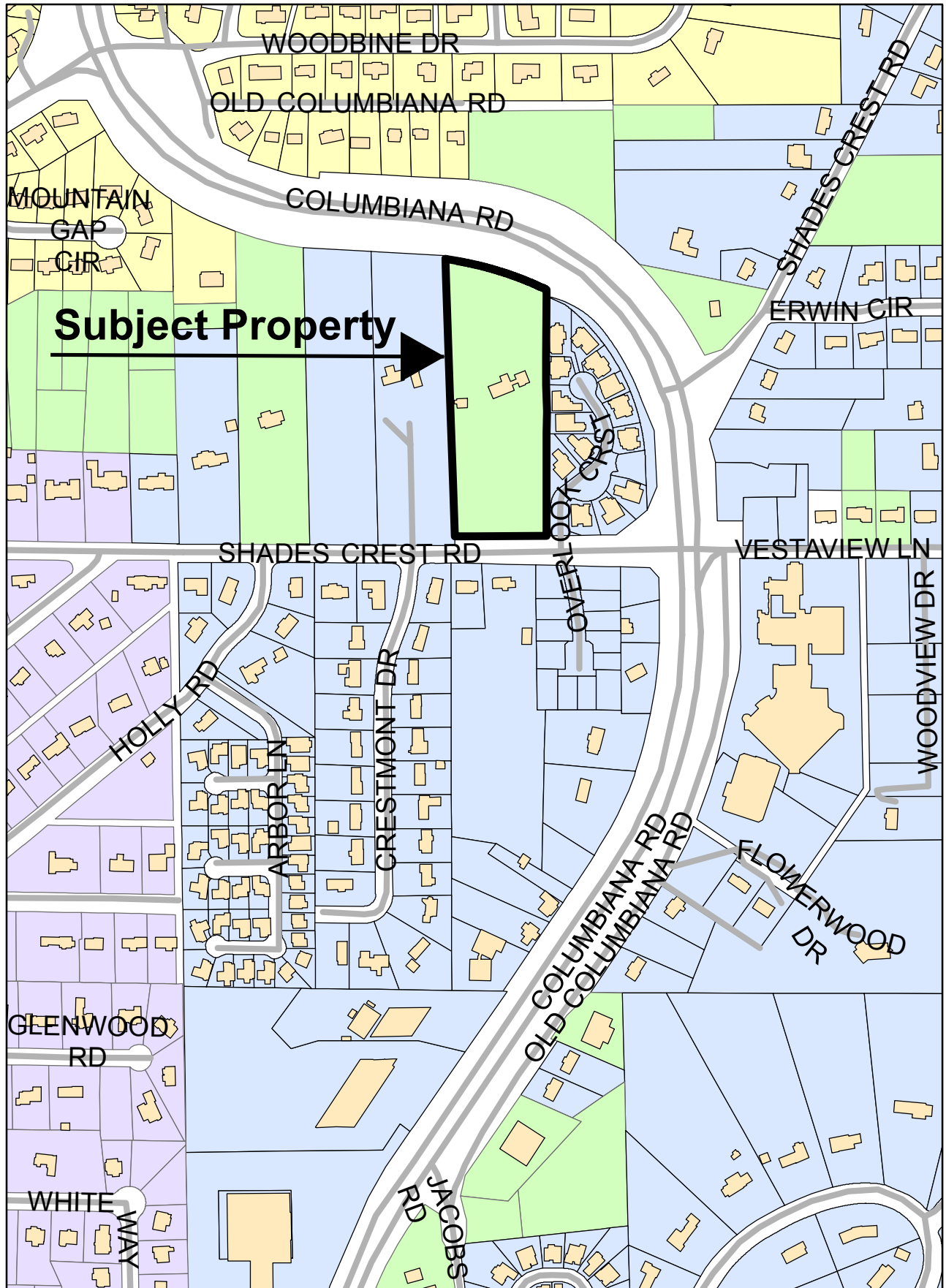
City of Vestavia Hills

**Turn Your Attention
to Fire Prevention**

CONFIDENTIALITY NOTICE:

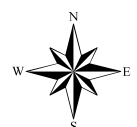
This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution, taking of any action in reliance on the contents of this information or use of this communication is **STRICTLY PROHIBITED**. If you have received this communication in error, please notify the sender immediately by return e-mail message or telephone and delete the original and all copies of the communication, along with any attachments hereto or links herein, from your system.

1644 Shades Crest Road



- Jefferson County
- Vestavia Hills
- Homewood
- Hoover

Department of GIS
City of Vestavia Hills
May 23, 2017





Development • Construction • Sales

May 15, 2017

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Attention: Ms. Rebecca Leavings

Dear Ms. Leavings:

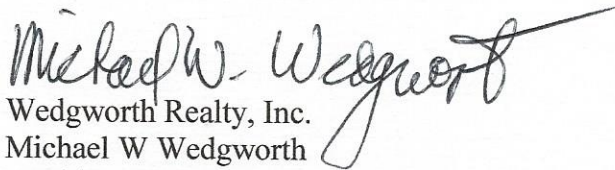
Please find my annexation application for 1644 Shades Crest Road along with the requested information. All of the information is also attached on thumb drive with one for annexation and one for zoning.

We are requesting R-2 Vestavia Conservation. This will enable us to move the homes closer to the street and allow us a 35.0 rear yard which is consistent with the current Jefferson County R-1 Zoning.

I know we are very concerned about our school systems surging enrollment. While I certainly cannot predict who will buy in this 13 Home Community, I did an informal survey of school enrollment in Overlook Crest North and South. Overlook Crest North has a total of 3 children in the School district currently out of a total of 14 homes. Overlook Crest South does not have any children in the school district out of 12 homes. If it would help I could perhaps check this more formally by checking tax records versus actual school enrollment.

Please do not hesitate to call if additional information is required.

Cordially,


Wedgworth Realty, Inc.
Michael W Wedgworth
President

Enclosures: Annexation Petition, site plan, survey, Location map, Jefferson County Zoning letter and Fire Dues Letter.

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: May 9, 2017

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.

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: See attached survey

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

COUNTY ZONING: R-1

COMPATIBLE CITY ZONING: R-2 We are requesting R-2 Conservation Zoning

1644 Shades Crest Road Legal Description.

Beginning 209 feet West of the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 18, Range 3 West; thence North 973.5 feet to Columbiana Road; thence Northwardly along the South side of said road 414 feet; thence South 1,075.08 feet; thence East 281.82 feet to the point of beginning.

Situated in Jefferson County, Alabama, Birmingham Division.

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

Being more particularly described as follows:

Begin at an iron pin found at the intersection of the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division and the North Right-of-Way line of Shades Crest Road; thence run in a Westerly direction along said North Right-of-Way line for a distance of 281.21 feet to a concrete monument found; thence turn an interior counterclockwise angle to the left of 89° 39' 02" and run in a Northerly direction for a distance of 826.12 feet to a concrete monument found on the South Right-of-Way line of Green Springs Highway and also being on a curve to the right having a central angle of 26° 34' 00" and a radius of 644.50 feet; thence turn an interior counterclockwise angle to the left to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said South Right-of-Way line for a distance of 298.84 feet to a 1/2" rebar found; thence turn an interior counterclockwise angle to the left from the chord of said curve of 111°16'52" and run Southerly along the West line of Overlook Crest as recorded in Map Book 210 on Page 43 in the Office of the Judge of Probate, Jefferson County, Alabama, Birmingham Division for a distance of 718.68 feet to the Point of Beginning.

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.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Wedgworth Realty, Inc.

By Michael W. Wedgworth, President

Michael W. Wedgworth

Lot _____ Block _____ Survey: See attached

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

STATE OF ALABAMA

JEFFERSON COUNTY

MICHAEL W WEDGWORTH 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.

Michael W. Wedgworth
Signature of Certifier

Subscribed and sworn before me this the 12 day of May, 2017.

[Signature]
Notary Public

My commission expires: 8/25/17

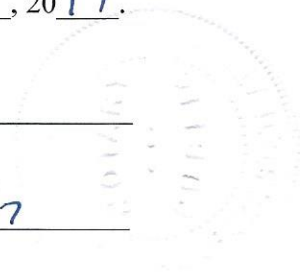


EXHIBIT "B"

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): **Wedgworth Realty, Inc.**

Address: **4154 Crosshaven Drive**

City: **Birmingham** State: **Alabama** Information on Zip: **35243**

Children: New Development - See cover letter.

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

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". August, 2018



Rocky Ridge Fire District

2911 Metropolitan Way
Birmingham, AL 35243
Main: 205.822.0532
Fax: 205.978.9876



Turn Your Attention to Fire Prevention!

May 12, 2017

Re: 1644 Shades Crest Road
Birmingham, AL 35226

To Whom It May Concern:

Please accept this letter as confirmation that the property listed above is not located within the boundaries of the Rocky Ridge Fire District and is not assessed annual dues for fire coverage.

If you have any questions or need anything additional, please feel free to contact me.

Best Regards,

Susan Bartlett
Bookkeeper

JEFFERSON COUNTY TOPOGRAPHICAL MAPPING

Township 19 South - Range 3 West, Section 25 - NW
Jefferson County, Alabama



This map has been prepared by Jefferson County Information Technology GIS Division. Any use of this map shall be at the sole risk of the person or entity using it. Jefferson County makes no warranty, expressed or implied, as to the accuracy of the information reproduced herein. This product shall be accepted AS IS, WITH ALL FAULTS. Any person, entity or company that makes use of this product shall hold harmless Jefferson County, its elected officials, employees and agents from and against any claims, damages, loss, action, cause of action or liability arising from the use of this GIS product.

Map Created: 12/28/2016
Planimetrics Created: 02/20/08
Orthophotography Created: 02/20/09
Contour Interval = 2 Feet
Projection: State Plane Alabama West
Datum: NAD 83 - NAVD 88
1 inch = 40 feet



Map prepared by Jefferson County Information Technology GIS Division

SITE INFORMATION

TOTAL PROPERTY = 218,735 SF (5.02 AC)

CONSERVATION AREA
 REQUIRED = 54,684 SF (25.00%)
 PROVIDED = 54,700 SF (25.01%)

SETBACKS:

FRONT: 15'
 10' (LOTS 1-4, 10-13)
 10' (LOTS 5-9)

SIDE:

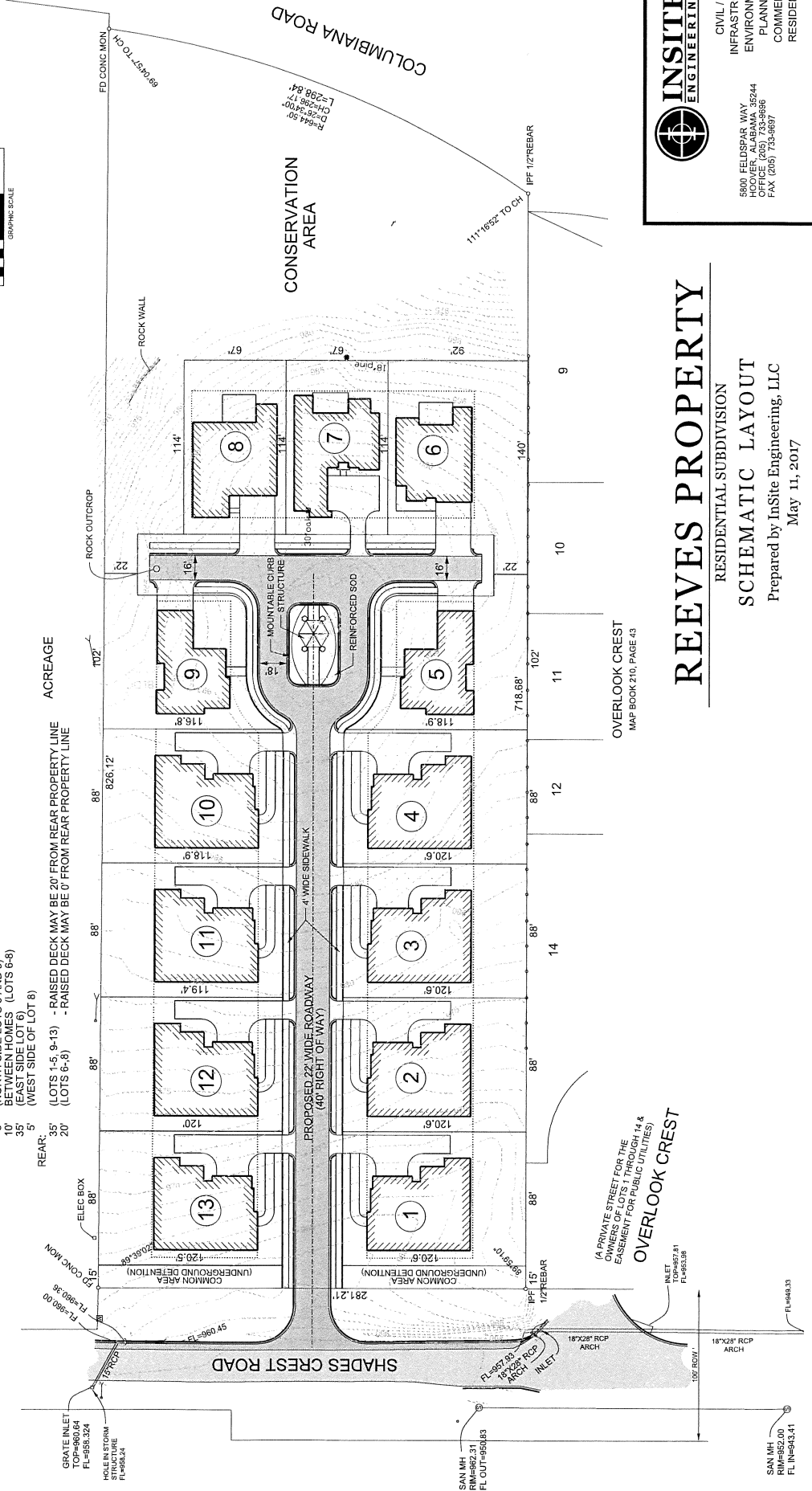
15' BETWEEN HOMES (LOTS 1-5, 9-13)
 5' SOUTH SIDE LOTS 1 AND 13)
 10' BETWEEN HOMES (LOTS 5 AND 9)
 10' BETWEEN HOMES (LOTS 6-9)
 35' (EAST SIDE LOT 6) (LOTS 6-9)
 5' (WEST SIDE OF LOT 8)

REAR:

35' (LOTS 1-5, 9-13) - RAISED DECK MAY BE 20' FROM REAR PROPERTY LINE
 20' (LOTS 6-8) - RAISED DECK MAY BE 0' FROM REAR PROPERTY LINE

ACREAGE

102'



OVERLOOK CREST
 MAP BOOK 210, PAGE 43

(A PRIVATE STREET FOR THE
 OWNERS OF LOTS 1 THROUGH 14 &
 EASEMENT FOR PUBLIC UTILITIES)
OVERLOOK CREST

INSITE ENGINEERING
 CIVIL / GIS
 INFRASTRUCTURE
 ENVIRONMENTAL
 PLANNING
 COMMERCIAL
 RESIDENTIAL

5800 FELDSPAR WAY
 SUITE 200
 ALABAMA 35244
 PHONE (205) 996-8686
 FAX (205) 733-9697

REEVES PROPERTY

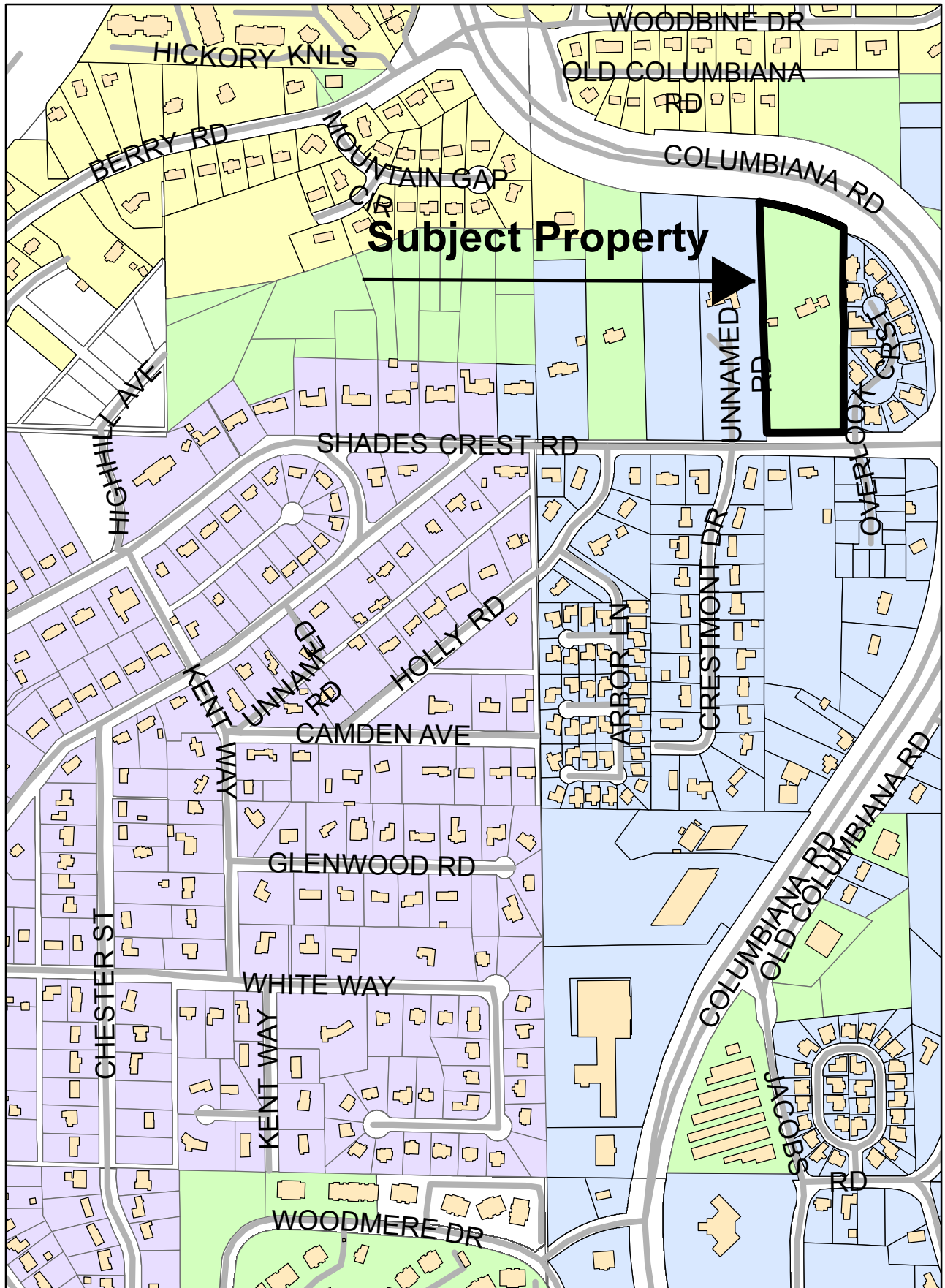
RESIDENTIAL SUBDIVISION

SCHEMATIC LAYOUT

Prepared by InSite Engineering, LLC
 May 11, 2017

Copyright © 2017, InSite Engineering, LLC. All rights reserved. This drawing is the property of InSite Engineering, LLC and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of InSite Engineering, LLC.

1644 Shades Crest Road Area Map of Houses/Buildings



- Jefferson County
- Vestavia Hills
- Homewood
- Hoover

JEFFERSON COUNTY COMMISSION

Tony Petelos – Chief Executive Officer



JAMES A. "JIMMIE" STEPHENS - PRESIDENT
SANDRA LITTLE-BROWN – PRESIDENT PRO-TEMPORE
GEORGE F. BOWMAN
DAVID CARRINGTON
T. JOE KNIGHT

OFFICE OF DEVELOPMENT SERVICES

Room B-200 - Courthouse
716 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-0005
Telephone: 205-325-5638 Fax: 205-325-5224

May 3, 2017

RE: LETTER OF CERTIFICATION OF ZONING
PARCEL I.D.#: 29-25-2-008-002.000
IN: SECTION 25 TOWNSHIP 18 RANGE 3 WEST
PROPERTY SITE ADDRESS: 1644 SHADES CREST ROAD
BIRMINGHAM, AL 35226

This is to certify that the above referenced property is located within the unincorporated areas of Jefferson County and is zoned R-1 (Single Family). This property is not located within a zoning overlay district or planned unit development. There is a record of one (1) variance issued for the property, which allowed construction of a second residence in lieu of the allowed one (1) with the condition that the original residence is to be used for a guest house only upon completion of the second residence. Attached to this letter are a Zoning Map, excerpts from the County Zoning Regulations that pertain to this particular district and excerpts from the official minutes of the County Board of Zoning Adjustment concerning variance case A-02-025.

We do not have a record of any outstanding zoning violations on the property as of the date of this letter. Any/all inquiries about building codes, certificates of occupancies, should be directed to the County's Department of Inspection Services. The telephone number for that department is (205) 325-5321. You will also note on the Zoning Map that much of the surrounding zoning is controlled by the municipalities of Vestavia Hills, Homewood, and Hoover. Any inquiry regarding zoning for those properties within those municipal limits would need to be directed to those municipalities respectively.

The Zoning Regulations are available in their entirety through the County's website: jeffconline.jccal.org. You will need to navigate to the page for our department (Land Development/Zoning), select "Regulations and Ordinances" on the left side of the screen that will guide you to a page where there is a link to the County's Zoning Regulations. The County Zoning Map is also available online through the Tax Assessor's website: maps.jccal.org. Please feel free contact me if I can be of any further assistance.

Sincerely,

Handwritten signature of Michael R. Morrison in cursive.

Michael R. Morrison, Planner/Acting Zoning Administrator
Office of Development Services

Attachments: Zoning Map, Section 803 of the County Zoning Regulations, excerpts from the February 25, 2002 minutes of the Jefferson County Board of Zoning Adjustment regarding case A-02-025, invoice.

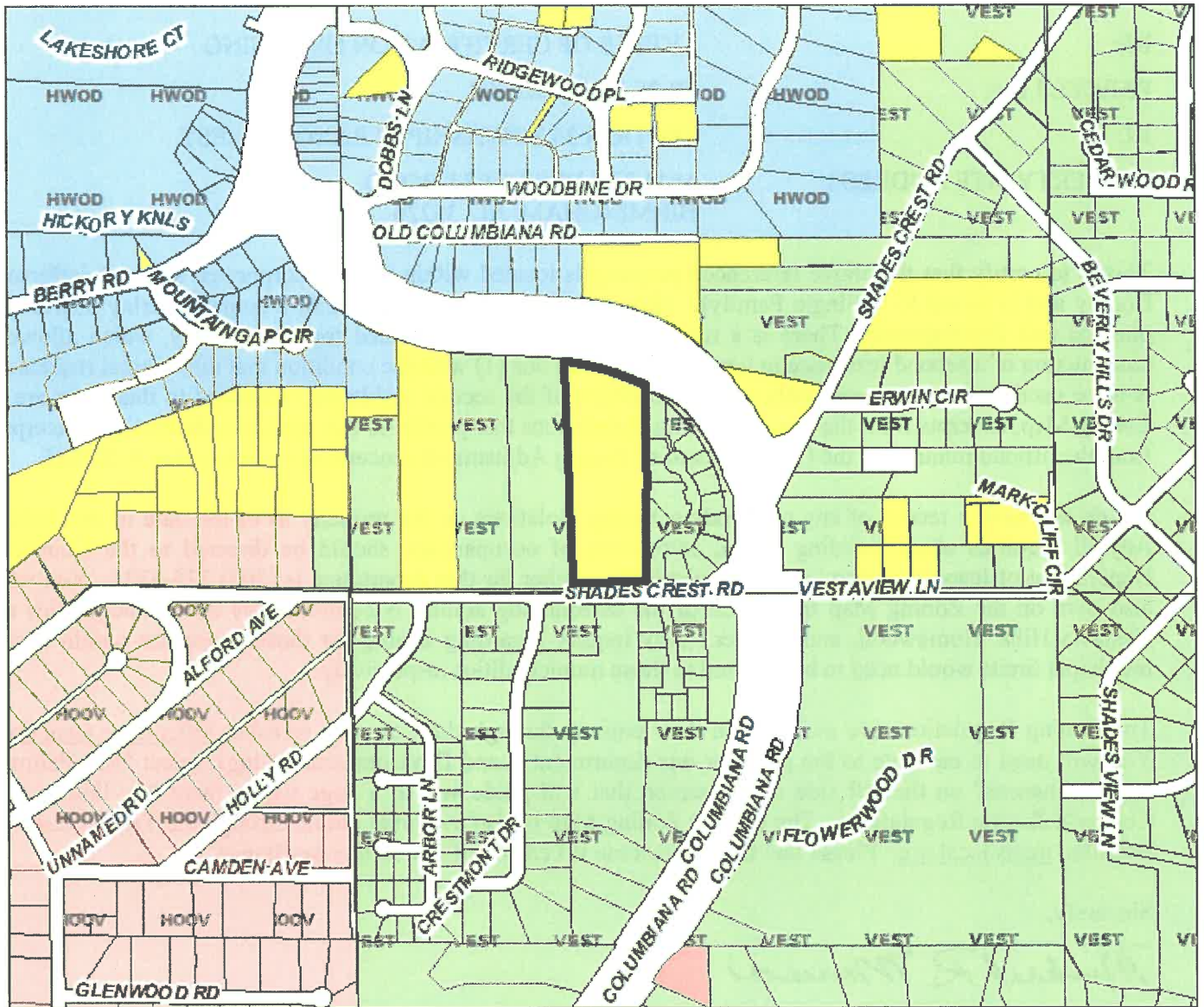
Visit our website at jeffconline.jccal.org

PLEASE NOTE: "Article 4 of the Jefferson County Zoning Resolution states that no building, structure, or land shall be used or occupied, and no building, structure, or part thereof shall be erected, constructed, reconstructed, moved or structurally altered unless in conformity with all of the regulations of this Resolution for the district in which it is located. The applicant should contact the Zoning Office in Land Planning and Development Services to obtain a Zoning Approval, which is required prior to the issuance of a Building Permit."



29-25-2-008-002.000

Current Zoning



E-MF Estate Mini-Farm	R-5(A) Mobile Home Subdivision	PC-1 Pet Cemetery	I-1 Light Industrial
E-1 Single Family Estate	R-5(B) Mobile Home Park	AIR-1 Airport	I-2 Heavy Industrial
E-2 Single Family Estate	R-6 Single Family	CC-1 Country Club	I-2(A) Salvage District
R-R Rural Residential	R-7 Planned Unit Development	C-F Preferred Commercial	I-3 Industrial
R-1 Single Family	A-1 Agriculture	C-N Neighborhood Commercial	I-3(S) Strip Mining
R-1(S) Single Family Sewer	INST-1 Institutional 1	C-1 Commercial	I-4 Industrial Park
R-2 Single Family	INST-2 Institutional 2	C-1(A) Conditional Use Alcohol	I-5 Sanitary Sewage Disposal
R-3 Two Family	INST-3 Institutional 3	C-2 Outdoor Amusement	I-5(A) Private WW Treatment Plant
R-3 Garden Homes	U-1 Utility 1	C-3 Commercial	I-O Obnoxious Odors
R-T Townhomes	U-2 Utility 2	C-4 Package Store	HW-1 Hazardous Waste
R-4 Multi-Family	CEM-1 Cemetery	C-5 Adult Entertainment	C-U Current Use

**SECTION 605
R-1 SINGLE FAMILY DISTRICT**

605.01 Use Regulations. Within an R-1 Single Family District, a building or land shall be used only for the following purposes:

- a. Any use permitted in an E-1 Estate District.
- b. Home day care in accordance with Article 16, Section 1602 of this Resolution.
- c. Customary accessory buildings or structures as follows:
 - 1. No more than two (2) such accessory buildings or structures shall be allowed per parcel or lot;
 - 2. The combined total floor area of such buildings or structures shall not exceed 1,200 square feet; and,
 - 3. All such buildings or structures shall be permitted only in accordance with Article 10, Sections 1001 and 1002 of this Resolution.

605.02 Area and Dimensional Regulations. In all the above permitted uses, with the exception of accessory buildings, the area and dimensional regulations set forth below shall be observed:

- a. Minimum Lot Area: 15,000 square feet, or
12,500 square feet for lots on which all plumbing drains are connected to and served by live sanitary sewer lines
- b. Minimum Lot Width: 75 feet
- c. Minimum Yard Requirements: Front: 35 feet
Rear: 35 feet
Side: 10 feet
- d. Minimum Floor Area: 1,000 square feet (one story)
1,100 square feet (two story; 800 first floor)
- e. Setbacks shall be measured in accordance with Article 10 of this Resolution, Sections 1001 through 1003.

A-02-025 Sarah Ann White, owner; James Powers, agent, request a variance from the terms of the zoning regulations to construct a second residence (in lieu of the allowed one) on a parcel already containing a house and an accessory building. Parcel ID# 29-25-2-8-2 in Sec. 25 Twp 18 Range 3 West. Zoned R-1 (Single Family) (VESTAVIA) (Site Location: 1644 Shades Crest Road, Birmingham, AL 35226)

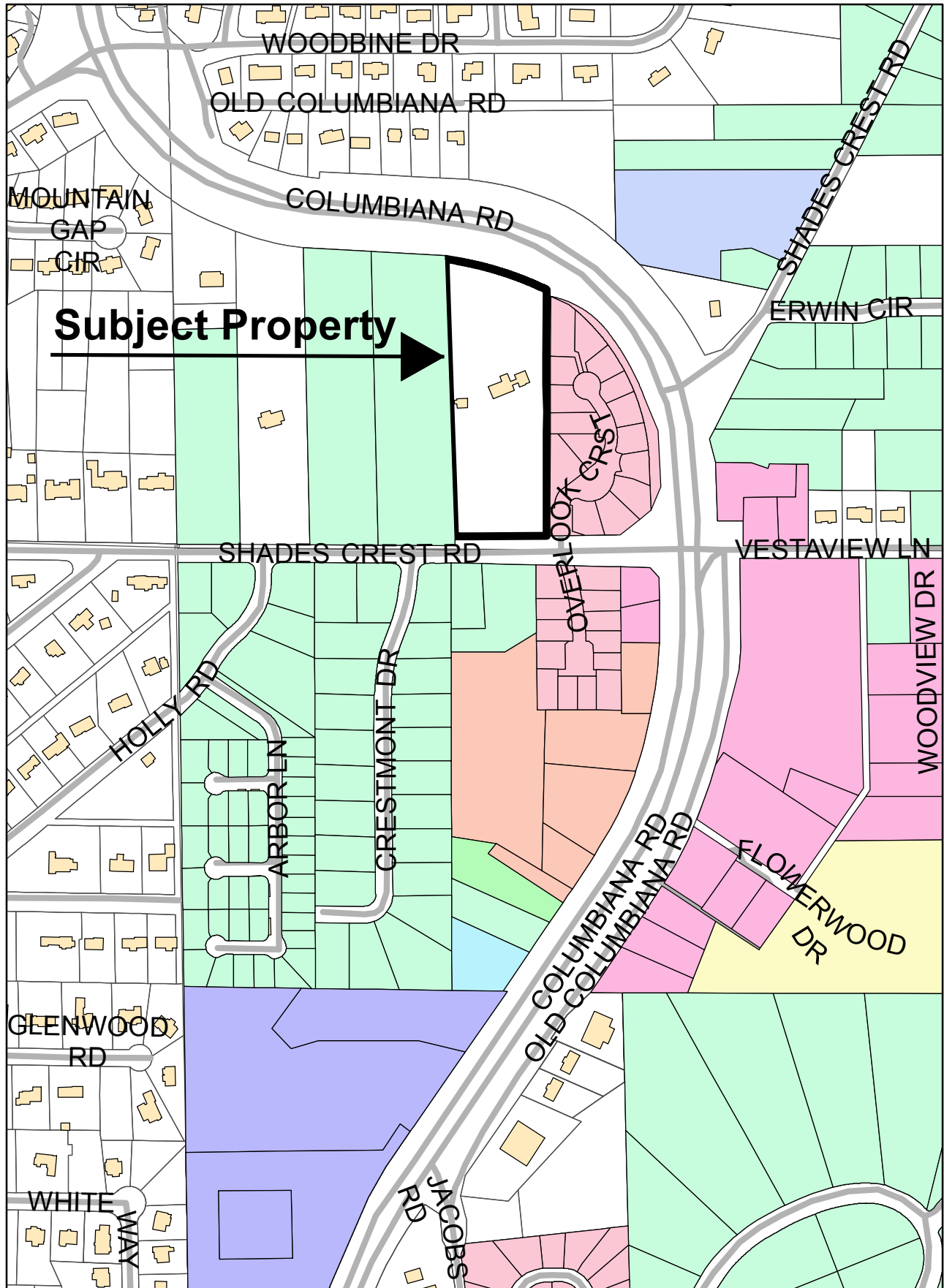
James Powers, 5164 Trace Crossing Drive, was present at the hearing. There was no opposition present.

Mr. Powers stated that the property owner [Sarah Ann White] and her family have had the existing house since 1920, and Ms. White is requesting to build a

new home beside the existing house. There is an existing garage at the site and Ms. White is proposing to attach the new home to the garage. The existing house will be used as a guesthouse. Mr. Powers explained that the property has six and a half acres and this should be adequate to construct a second residence.

Motion was made by Lacy and seconded by McCutcheon to approve this request with the condition that the original residence be utilized for a guest house only, upon completion of the second residence. The motion was carried with a unanimous vote.

1644 Shades Crest Road



Subject Property →

	B-1		B-2		Inst-1		R-2		R-9
	B-1*		B-3*		Inst-1*		R-2/PART		

Department of GIS
 City of Vestavia Hills
 May 23, 2017



§5.3. R-2 Medium Density Residential District

This district is intended to accommodate detached, single-family dwellings on moderately-sized lots together with other uses, as may be permitted on appeal, which are compatible with such residential uses.

5.3.1. Use Regulations: See [Table 5](#) (at the end of this Article) for Permitted Uses, Special Exception Uses, and Conditional Uses.

1. Only low intensity institutional uses shall be permitted and only by Special Exception per [§12.3](#) or as Conditional Uses per [§13.3](#), as indicated in Table 5.

5.3.2. Area and Dimensional Regulations. The area and dimensional regulations set forth following and in Table 5.3 shall be observed (See also [Article 4 General Regulations](#)):

1. Only one main structure and its accessory buildings may be built on any lot of record, which, at the time of enactment of this Ordinance, is separately owned.
2. On no lot separately owned shall the aggregate width of required side yards be such that less than twenty-four (24) feet of the width of the lot be left to build upon after side yard requirements are observed.

5.3.3. Development Standards.

1. For accessory structures, see [§4.4](#).
2. For parking requirements, see [Article 8](#).
3. For landscaping requirements for permitted non-residential uses, see [Article 9](#).
4. For sign regulations, see [Article 11](#).

Table 5.3 R-2 District Area and Dimensional Regulations	
Min. Floor Area	1,600 sq. ft.
Min. Yard Setbacks	
Front	50 ft
Rear	30 ft
Side	15 ft
Min. Lot Area	15,000 sq. ft.
Min. Lot Width	100 ft
Max. Building Height	35 ft or 2 ½ stories, whichever is less
Max. Building Area	
On percent of lot	30%

equipment and provided no clients or customers shall be allowed on premises.

The Board of Zoning Adjustment may approve other home occupations per [§12.3 Special Exceptions](#) so long as they present no greater impact on the neighborhood than those listed above and provided conditions required by the BZA will be met to limit noise, traffic or other impacts that might otherwise disrupt the residential character of the neighborhood.

§7.2. Gas and Service Stations

7.2.1. Use Limitations

1. The following uses shall be prohibited: painting, body work, major repair, dismantling for recovery of parts, and sales or rental of motor vehicles or trailers.
2. Service stations shall not include more than three (3) service bays.

7.2.2. Area and Dimensional Regulations

1. All oil drainage pits and hydraulic lifts shall be located within an enclosed Structure and shall be located no closer than fifty (50) feet to an abutting residential lot line and no closer than twenty-five (25) feet to any other lot line.
2. All permitted mechanical repair work shall be conducted within an enclosed structure and shall be located no closer than fifty (50) feet to any abutting residential lot line and no closer than twenty-five (25) feet to any other lot line.
3. Fuel pumps, pump islands and other service facilities may occupy required yards; however, such shall be set back at least fifteen (15) feet from any lot line. Canopies shall not extend closer than five (5) feet to any lot line.

- 7.2.3. No storage of vehicles shall be permitted for periods in excess of thirty (30) days. Vehicles shall not be permitted to remain

on the property longer than forty-eight (48) hours unless such vehicles are stored within an enclosed building or within a rear or side yard screened in accordance with [§9.4 Screening](#).

§7.3. Conservation Subdivisions

7.3.1. Intent

1. To provide the flexibility to achieve the most effective development on lands that are constrained by natural hazards, environmentally sensitive areas or environmental regulations, which may limit the amount or type of development on such properties;
2. To enhance quality of life by promoting the creation of accessible greenspace throughout the community;
3. To protect sensitive, environmental land features to protect the health and safety of residents and neighboring property owners;
4. To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation;
5. To encourage interaction within the community by allowing clustering of homes and orienting them closer to the street, thereby providing gathering places and encouraging the use of parks as focal points within the community;
6. To encourage street systems that tend to reduce traffic speeds and reliance on main arteries.
7. To promote construction of convenient walking trails, bike paths, and greenways within new developments that are connected to Adjacent neighborhoods and activity centers to increase accessibility for pedestrians and bicyclists; and

8. To reduce perceived density by providing a maximum number of lots with direct access to and views of open space.

7.3.2. Applicability. The Conservation Subdivision option is available as a use by right in any zoning district in which single-family detached dwellings may be permitted. The applicant shall comply with all other provisions of this Ordinance and all other applicable regulations, except those which may be modified as specified within this Section.

7.3.3. Ownership of Development Site. The tract of land to be subdivided and/or developed may be held in single, separate, and multiple ownership. If held in multiple ownership, the site shall be developed according to a single plan with common authority and common maintenance responsibility as approved by the City Attorney.

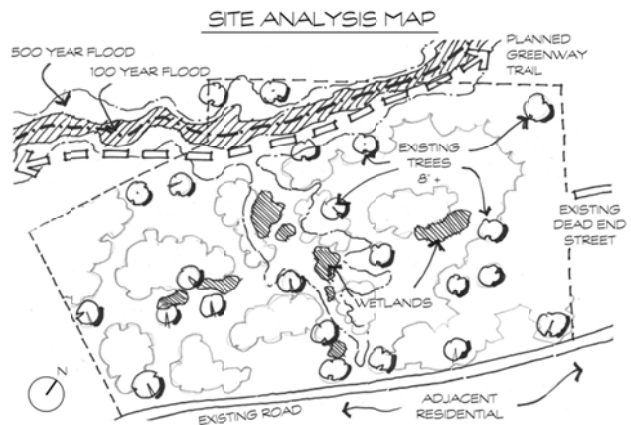
7.3.4. Density Determination. The maximum number of lots shall be determined by the minimum lot size of the Applicable District, the minimum lot size as required by City or County Health Department standards for septic tank use (or similar density limitation where applicable), or the maximum density of the applicable district, whichever is most restrictive. Furthermore, density determination shall also take into account the amount of land necessary for internal streets and other subdivision requirements. In making this calculation, the following shall not be included in the total acreage of the Parcel:

1. Bodies of open water over 5,000 sq. ft. of contiguous area; and
2. Wetlands, as defined by the City or by the Army Corps of Engineers pursuant to Section 404 of the Clean Water Act.

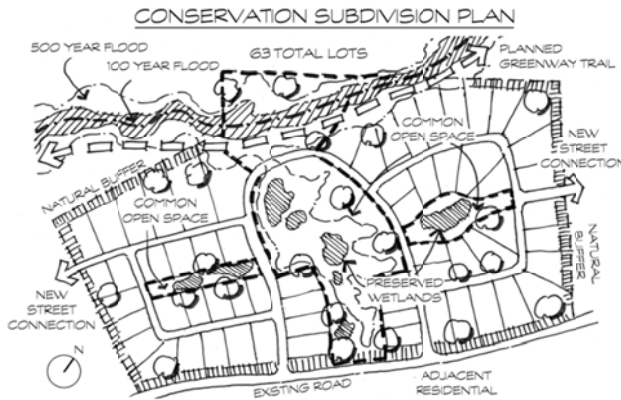
7.3.5. Application Requirements

1. Site Analysis Map Required. Concurrent with the submission of a subdivision plat, the applicant shall prepare and submit a site analysis map. The purpose of the site analysis map is to ensure that important site features have been adequately identified prior to the creation of the site design, and that the proposed open space will meet the requirements of this Section. The site analysis map shall include the following:

- a. Property boundaries;
- b. All streams, rivers, lakes, wetlands, flood hazard boundaries, and other hydrologic features;
- c. All boundaries of applicable regulated buffer areas, easements, and rights-of-way;
- d. Topography at 5-foot or smaller intervals;
- e. All Primary and Secondary Conservation Areas labeled by type, as described in §7.3.6;
- f. General vegetation characteristics;
- g. General soil types;
- h. Planned location of protected Open Space;
- i. Existing roads and structures; and
- j. Potential connections with existing greenspace and trails.



2. Conservation Subdivision Plan. The developer shall prepare a conservation subdivision plan which yields no more lots than identified under §7.3.4. The conservation subdivision plan shall identify open spaces to be protected in accord with §7.3.6 and may include lots which do not meet the size and setback requirements of the applicable district. The Conservation Subdivision Plan shall include an Open Space Management Plan, as described in §7.3.6 and shall be prepared and submitted prior to the issuance of a land disturbance permit.



3. Instrument of Permanent Protection Required. An instrument of permanent protection, such as a conservation easement or permanent restrictive covenant and as described in §7.3.6.5, shall be placed on the open space concurrent with the issuance of a land disturbance permit.
4. Other Requirements. The applicant shall adhere to all other applicable requirements of the applicable district and the Subdivision Regulations.

7.3.6. Open Space Management Plan. For the purposes of conservation subdivisions, open space is defined as the portion of the conservation development or subdivision that has been set aside for permanent protection. Activities within the open space are restricted in perpetuity

through the use of a legal instrument approved by the City Attorney.

1. Standards to Determine Open Space
 - a. The minimum restricted open space shall comprise at least twenty-five (25) percent of the gross tract area.
 - b. The following are considered Primary Conservation Areas and are required to be included within the open space, unless the applicant demonstrates that this provision would constitute an unusual hardship and be counter to the purposes of the Conservation Subdivision:
 - (1) The 100-year floodplain;
 - (2) Riparian zones of at least 75 feet width along perennial and intermittent stream shown on the United States Geological Survey (USGS) quadrangle topographic maps.
 - (3) Slopes above twenty-five (25) percent of at least 10,000 sq. ft. contiguous area;
 - (4) Wetlands determined to be jurisdictional by the Corps pursuant to the Clean Water Act;
 - (5) Existing and planned trails that connect the site to neighboring areas; and
 - (6) Archaeological sites, cemeteries and burial grounds.
 - c. The following are considered Secondary Conservation Areas and should be included within the open space to the maximum extent feasible:
 - (1) Important historic sites
 - (2) Existing healthy, native forests of at least one (1) acre contiguous area;
 - (3) Individual existing healthy trees greater than eight (8) inches caliper; and

- (4) Other significant natural features and scenic viewsheds, particularly those that can be seen from public streets.
 - d. Utility rights-of-way and small areas of impervious surface may be included within the protected open space but cannot be counted towards the twenty-five (25) percent minimum area requirement (exception: historic Structures and existing trails may be counted). Large areas of impervious surface, such as streets and parking lots shall be excluded from the open space.
 - e. At least thirty-three (33) percent of the open space shall be suitable for passive recreational use.
 - f. At least seventy-five (75) percent of the open space shall be in a contiguous tract, which may be divided by a local Street whose area shall be excluded from the open space. The open space shall adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.
 - g. The open space shall be directly accessible to the largest practicable number of lots and/or Buildings within the site. Non-abutting lots shall be provided with safe, convenient access to the open space.
2. The following uses shall be permitted within the open space:
- a. Conservation of natural, archeological or historical resources;
 - b. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
 - c. Boardwalks or walking /bicycle trails constructed of porous paving materials;
 - d. Passive recreation areas, such as open fields;
 - e. Active recreation areas, provided that they are limited to no more than ten (10) percent of the total open space and are not located within Primary Conservation Areas. Active recreation areas may include impervious surfaces. Active recreation areas in excess of this limit must be located outside of the protected open space.
 - f. Landscaped Stormwater Management facilities, community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses. Such facilities shall be located outside of Primary Conservation Areas;
 - g. Easements for drainage, access, and underground utility lines;
 - h. Other conservation-oriented uses compatible with the purposes of this Ordinance.
3. The following uses shall be prohibited within the open space:
- a. Golf courses;
 - b. Roads, parking lots and similar impervious surfaces, except as specifically authorized in the previous sections;
 - c. Agricultural and forestry activities not conducted according to accepted best management practices;
 - d. Impoundments; and
 - e. Other activities as determined by the applicant and recorded on the legal instrument providing for permanent protection.
4. Ownership and Management of Open Space. Ownership and maintenance of the common open space and any facilities thereon shall be as provided for

in [§4.6](#) Ownership and Management of Common Open Spaces.

5. Legal Instrument for Protection of Open Space. The open space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument for permanent protection shall include clear restrictions on the use of the open space. These restrictions shall include all restrictions contained in this article, as well as any further restrictions the applicant chooses to place on the use of the open space. The instrument shall be one of the following:
 - a. A permanent conservation easement in favor of either:
 - (1) a land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; *or*
 - (2) a governmental entity with an interest in pursuing goals compatible with the purposes of this Ordinance, and if the entity accepting the easement is not the City, then a third right of enforcement favoring the City shall be included in the easement.
 - b. A permanent restrictive covenant for conservation purposes in favor of a governmental entity.
 - c. An equivalent legal tool that provides permanent protection, as approved by the City Attorney.
6. Tax Assessment of Open Space. Once a legal instrument for permanent protection has been placed upon the open space, the applicant may request the County Tax Assessor to reassess the open space at a

lower value to reflect its more limited use.

§7.4. Bed and Breakfast

7.4.1. Use Limitations

1. Bed and Breakfasts are permitted only in detached single-family dwellings. Lodging located in a non-residential building is considered either a “hotel” or “motel” and is not subject to the requirements of this §7.4.
2. The maximum number of allowable guest rooms shall be determined by dividing the gross interior floor area of the principal building (excluding garages) by 500 sq. ft. And, no more than fifty (50) percent of the GFA (excluding garages) of the principal building shall be utilized for guest accommodations. All guest rooms shall be located within the principal building.

7.4.2. Parking. For each approved guest room, there shall be provided one (1) parking space, in addition to those required for the dwelling use. Such additional required parking spaces shall be properly situated on site and screened from adjacent properties. Such parking areas should not detract from the residential character of the neighborhood. Recreational vehicle parking shall be prohibited.

7.4.3. Modifications to Dwelling. Aside from any alterations necessary to ensure the safety of the dwelling, no exterior modifications shall be allowed unless approved by the BZA as a part of the Special Exception approval process. Approved exterior modifications should not detract from the residential character of the dwelling or the neighborhood.

RESOLUTION NUMBER 4968

**A RESOLUTION DECLARING A WEED AND
OTHER VEGETATION NUISANCE PURSUANT TO
ORDINANCE NUMBER 2567 AND DIRECTING THE
CITY MANAGER TO ABATE SAID NUISANCE**

WHEREAS, on May 11, 2015, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2567 to establish a procedure for the abatement of grass and weeds and for the prosecution and abatement of grass and weed violations; and

WHEREAS, the City's Compliance Officer has made a "First Demand" on the property located at 2600 Kingswood Road; a copy of which is marked as "Exhibit A," attached to and incorporated into this Resolution Number 4968 as if written fully therein; and

WHEREAS, a public hearing was conducted at the regularly scheduled City Council meeting of August 14, 2017 at 6:00 PM in which the facts of the matter were discussed; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to declare the property a nuisance and direct the City Manager to abate said nuisance pursuant to the provisions set forth in Ordinance Number 2567; and

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

1. The property located at 2600 Kingswood Road is hereby declared a nuisance pursuant to the provisions of Ordinance Number 2567 and the City Manager is hereby authorized to abate said nuisance pursuant to the terms and provisions of said ordinance.
2. This Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 14th day of July, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4969

**A RESOLUTION DECLARING A WEED AND
OTHER VEGETATION NUISANCE PURSUANT TO
ORDINANCE NUMBER 2567 AND DIRECTING THE
CITY MANAGER TO ABATE SAID NUISANCE**

WHEREAS, on May 11, 2015, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2567 to establish a procedure for the abatement of grass and weeds and for the prosecution and abatement of grass and weed violations; and

WHEREAS, the City's Compliance Officer has made a "First Demand" on the property located at 1600 Gentilly Drive; a copy of which is marked as "Exhibit A," attached to and incorporated into this Resolution Number 4969 as if written fully therein; and

WHEREAS, a public hearing was conducted at the regularly scheduled City Council meeting of August 14, 2017 at 6:00 PM in which the facts of the matter were discussed; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to declare the property a nuisance and direct the City Manager to abate said nuisance pursuant to the provisions set forth in Ordinance Number 2567; and

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

1. The property located at 1600 Gentilly Drive is hereby declared a nuisance pursuant to the provisions of Ordinance Number 2567 and the City Manager is hereby authorized to abate said nuisance pursuant to the terms and provisions of said ordinance.
2. This Resolution shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 14th day of July, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2724

**AN ORDINANCE AUTHORIZING AND DIRECTING THE
PURCHASING AND CLOSING OF THE SALE OF REAL ESTATE**

THIS ORDINANCE NUMBER 2724 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 14th day of August, 2017.

WITNESSETH THESE RECITALS:

WHEREAS, municipalities in Alabama have the legal authority to acquire real estate by purchase pursuant to Title 11-40-1, *Code of Alabama, 1975*; and

WHEREAS, the City Council (the “City Council”) of the City of Vestavia Hills, Alabama, a municipal corporation (the “City”) finds and determines that the consideration of the purchase by the City of the real estate and improvements for the property located at 1933 Merryvale Road hereinafter described in Section 1 below (the “Property”) will promote the health, safety and general welfare of the City; and

WHEREAS, the Ordinance Number 2724 will be introduced by a first reading at the regularly scheduled meeting of the City Council on July 24, 2017 and considered for approval by the City Council at its regularly scheduled meeting on August 14, 2017 pursuant to the procedure for adoption of an ordinance set forth at Title 11-45-2(b), *Code of Alabama, 1975*; and

WHEREAS, a copy of an Agreement for the Purchase and Sale of Real Estate by and between Patricia Crim Dietlein, as “Seller,” and the City of Vestavia Hills, Alabama, a municipal corporation, as “Purchaser,” setting forth a purchase price of One Dollar(s) (\$1.00) is attached hereto, marked as Exhibit A and is incorporated into this Ordinance Number 2724 by reference as though set out fully herein; and

WHEREAS, the Alabama Open Meetings Act set forth at Title 36-25A-7(a)(7), *Code of Alabama, 1975*, provides that the material terms of a contract to purchase real property shall be disclosed in a public meeting prior to the execution of the contract; and

WHEREAS, only the City Council by the enactment of an ordinance or resolution can authorize and direct the execution and delivery of a contract for and on behalf of the municipality (*Van Antwerp, et al v. Board of Commissions of City of*

Mobile, et al, 217 Ala. 201, 115 So. 239 (1928); and *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011)); and

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

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

WHEREAS, Title 11-43-21(b)(7), *Code of Alabama, 1975*, requires the City Manager to sign all lawful contracts on behalf of the municipality and reads as follows:

“(b) The City Manager shall have the power and it shall be his duty:...

(7) To make and execute all lawful contracts on behalf of the municipality as to matters within the jurisdiction; provided, that no contract, purchase or obligation involving more than \$100.00 shall be binding until after the approval by the governing body.”

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

1. PROMOTION OF PUBLIC WELFARE: The City Council of the City of Vestavia Hills, Alabama, a municipal corporation, finds and determines that the purchase by the City of the hereinafter-described real property and improvements (the “Property”) will promote the health, safety and general welfare of the City:

That certain real estate and improvements situated at 1933 Merryvale Road in the City of Vestavia Hills, Alabama 35216, more particularly described as follows:

Lot A, according to the Amended Map of a Resurvey of Lots 1,2,3, and 4 Block 6, Walldridge Terrace, as Recorded in Map Book 52, Page 18, in the Probate Office of Jefferson County, Alabama

The above-described property shall be hereinafter referred to as “the Property.”

2. **PURCHASE PRICE:** The City of Vestavia Hills, Alabama hereby agrees to pay the sum of Three Hundred Ninety Thousand Dollar(s) (\$390,000.00) to purchase the Property.

3. **AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE:** The purchase and closing of the sale of the Property shall be completed all in accordance with the terms, provisions, conditions and limitations of an Agreement for the Purchase and Sale of Real Estate (“Agreement”) negotiated, submitted and recommended by the City Manager and City Attorney. The Agreement is by and between Patricia Crim Dietlein (“Seller”) and the City of Vestavia Hills, a municipal corporation (“Purchaser”) for the purchase of the Property at a purchase price of Three Hundred Ninety Thousand Dollar(s) (\$390,000.00). A copy of said Agreement is attached hereto, marked as Exhibit A and is incorporated into this Ordinance Number 2724 by reference as though set out fully herein. The City Council hereby accepts and approves the Agreement and the City Manager and Mayor are hereby authorized to execute and deliver said Agreement and any and all other documents necessary to close the purchase of this sale all in accordance with Exhibit A.

4. **FUNDING:** The City Council authorized and directed the City Manager to borrow funds by way of Ordinance Number 2702 to be used for the purchase of the Property.

5. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

6. **SEVERABILITY:** 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.

7. **POSTING OF ORDINANCE NUMBER 2724:** If the City Council approves, enacts and adopts Ordinance Number 2724, as written or as amended, then in such event, said Ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

8. **EFFECTIVE DATE OF ORDINANCE NUMBER 2702:** Ordinance Number 2724 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975*.

DONE, ORDERED, APPROVED and ADOPTED this the 14th day of August, 2017.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #2724 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 _____ day of _____, 2017 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the ____ day of _____, 2017.

Rebecca Leavings
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (“the Agreement”), is hereby made and entered into as of the ____ day of July, 2017 by and between Patricia Crim Dietlein, (hereinafter referred to as “Seller”), and the City of Vestavia Hills, Alabama, a municipal corporation (hereinafter referred to as “Purchaser”).

WITNESS THESE RECITALS:

WHEREAS, the Seller owns real estate and improvements situated at 1933 Merryvale Road in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described in Section 2 below (hereinafter referred to as “Property”); and

WHEREAS, Purchaser wishes to purchase the Property for the purchase price set forth in Section 3 below subject to the terms, provisions and conditions set forth in this Agreement for Purchase and Sale of Real Estate (“Agreement”); and

WHEREAS, Seller is willing to sell the Property to Purchaser for the purchase price set forth in section 3 below subject to the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Seller and Purchaser hereby mutually covenant and agree as follows:

1. PURCHASE AND SALE. For and in consideration of One and No/100 Dollars (\$1.00) in hand paid by Purchaser to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller agrees to sell and Purchaser agrees to purchase the Property for the Purchase Price (as defined below) and on the terms, provisions and conditions hereinafter set forth.

2. PROPERTY. The Property is situated at 1933 Merryvale Road in the City of Vestavia Hills, Jefferson County, Alabama (Parcel 2800303014001.000). The legal description of the Property to be conveyed by Seller to Purchaser is set forth below:

Lot A, according to the Amended Map of a Resurvey of Lots 1, 2, 3 and 4, Block 6, Waldridge Terrace, as recorded in Map Book 52, Page 18, in the Probate Office of Jefferson County, Alabama.

The above described Property does not constitute the homeplace of the Seller.

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3. **PURCHASE PRICE.** The purchase price for the Property shall be Three Hundred Ninety Thousand Dollars (\$390,000.00) (the “Purchase Price”).

4. **PAYMENT OF PURCHASE PRICE.** The payment of the Purchase Price shall be paid by the Purchaser to the Seller as follows:

A. **EARNEST MONEY (“THE EARNEST MONEY”):** Earnest Money in the amount of Ten Thousand Dollars (\$10,000.00) shall be paid by Purchaser concurrently with the execution and delivery of this Agreement. The Earnest Money shall be paid to Land Title Company of Alabama, Inc. (“title company”), 600 – 20th Street North in the City of Birmingham, Alabama 35203. The title company shall deposit said earnest money in an interest-bearing account and pay the same to the Seller at closing. If Purchaser terminates the Purchase Agreement during the Inspection Period or Approval Period, the Earnest Money will be returned to Purchaser.

B. **CASH ON CLOSING THIS SALE:** The entire remaining balance of the Purchase Price shall be paid to Seller by Purchaser in cash or immediately available funds at closing.

5. **CLOSING AND CLOSING DATE.** Subject to the terms, provisions and conditions of this Agreement, the closing of the sale and purchase of the Property (the “Closing”) shall occur on or before November 26, 2017. The date of closing, at the option of the Seller, may be extended to January 26, 2018, if Seller may receive more favorable tax consequences on this transaction by a change of law.

6. **CONVEYANCE.** Seller agrees to convey the Property to Purchaser by statutory warranty deed (the “Deed”) at the Closing, subject to the Permitted Exceptions (as herein defined).

7. **TITLE INSURANCE.** Purchaser shall, within thirty (30) days after the Effective Date, secure a title commitment (the “Title Commitment”) naming Purchaser as the proposed insured on a Chicago Title Insurance Company Standard Form Owners Policy issued by Land Title Company of Alabama, Inc. as agent for Chicago Title Insurance Company (the “Title Agent”) for the Property described in Section 2 hereof in the amount of the Purchase Price (the “Title Policy”) subject to the following permitted exceptions (a) easements, covenants and other encumbrances of record, (b) mineral and mining rights not owned by Seller, (c) matters that would be disclosed by a current survey of the Property. The premium for the title policy shall be paid by Purchaser.

8. **INSPECTIONS:** Purchaser, or Purchaser’s representatives, shall have the right to enter the Property for the purpose of inspection of the same, and/or making boundary line and topographical surveys of the same, and/or making soil tests thereon, and/or in general observing and investigating the condition of the Property. Purchaser agrees to indemnify Seller from and against any liability that results from Purchaser performing any of its inspections as provided herein, and such indemnity shall survive any termination of this Agreement. Seller or her designee shall be present at any and all inspections by Purchaser.

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9. **INSPECTION PERIOD:** Purchaser shall have a period of sixty (60) days following the effective date of this Agreement (“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. The determination shall include, without limitation, Purchaser satisfying itself as to title matters, soil testing, survey matters, structural matters, zoning matters, subdivision regulations, engineering and site planning, environmental matters, specifically including, but not limited to Phase I ESA, 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 Agreement by giving written notice of termination to Seller no later than the last day of the Inspection Period, in which the right and option to cancel this Agreement by giving written notice of termination to Seller no later than the last day of the Inspection Period, in which event this Agreement shall be of no further force or affect except for any indemnity or other obligations that expressly survive, and the Earnest Money shall be refunded to Purchaser. If Purchaser cancels and terminates this Agreement prior to the expiration of the Inspection Period, then in such event the Earnest Money shall be refunded by the Seller to Purchaser in full. Should the Purchaser fail to cancel and terminate this Agreement prior to the expiration of the Inspection Period, then in such event the earnest money shall be non-refundable and kept by the Seller.

10. **ENVIRONMENTAL CONCERNS:** Seller has no actual knowledge that the Property has in the past been used or is presently used for the handling, storage, manufacturing, refining, transportation or disposal of “toxic material”, “hazardous substances” or “hazardous waste”.

11. **CONDITION OF PROPERTY:** Purchaser acknowledges and agrees that:

A. Seller has not made and does not make any covenant, representation of warranty, either expressed or implied, regarding the physical condition of the Property or any portion thereof, the suitability of the Property for any particular purpose or use whatsoever, utility availability for the Property, whether the Property is subject to surface or subsurface contamination by toxic or hazardous waste or with respect to any other matters affecting the Property or Purchaser’s contemplated use thereof;

B. Purchaser has been given the absolute and unfettered right during the Inspection Period to conduct such Inspections of the Property as Purchaser, in its sole discretion, may determine necessary in order to satisfy itself of all conditions and other aspects of the Property. Seller or her designee shall be present at any and all inspections by Purchaser; and

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Page 4

C. Purchaser has available to it such resources, expertise, consultants and advisors so that it can make a sound and reasonable judgment as to the condition of the Property as well as to all economic conditions, suitability requirements and all other matters affecting the use, development and ownership of the Property. Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by, Purchaser in its present condition, "AS IS, WHERE IS AND WITH ALL FAULTS," and Purchaser hereby assumes the risk that adverse physical characteristics and existing conditions may have not been revealed by the Inspections.

12. CLOSING COSTS: The Closing shall be held at the Vestavia Hills Municipal Center located at 1032 Montgomery Highway, Vestavia Hills, Alabama. The closing attorney shall be Patrick H. Boone.

A. CLOSING COSTS FOR SELLER: The Seller shall pay the following costs:

(1) None.

B. CLOSING COSTS FOR PURCHASER: The Purchaser shall pay the following closing costs:

(1) The fee for recording the deed, if any.

(2) Legal fee to Purchaser's attorney.

(3) Cost of due diligence during Inspection Period.

(4) Cost of title insurance policy.

13. TAXES: The ad valorem taxes shall be prorated between Seller and Purchaser. For purposes of this Agreement, the municipal ad valorem taxes shall be deemed to be paid in advance, while the state and county ad valorem taxes shall be deemed to be paid in arrears.

14. ASSIGNMENT: Purchaser may not assign this Agreement or any of its rights hereunder without the express written consent of Seller. Any assignment in violation of the restriction on assignment in this Section 14 shall be void and of no force and effect.

15. POSSESSION: Possession of the Property shall be given to Purchaser no later than April 30, 2018.

16. BROKER: None.

A. PURCHASER: The Purchaser is not represented in this contemplated transaction by any real estate broker/agent.

B. SELLER: The Seller is not represented in this contemplated transaction by any real estate broker/agent.

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17. NOTICES: All notices and demands to be given or made hereunder shall be in writing and shall be given by (i) personal or hand delivery, (ii) nationally recognized express overnight delivery service (with charges therefor prepaid, or (iii) certified or registered mail, return receipt requested (with postage therefor prepaid). Notices shall be deemed received upon (a) receipt, if hand or personally delivered, (b) the next business day after the notice has been deposited with a nationally recognized express overnight delivery service, or (the third business day after the notice has been deposited with the United States Postal Service. Notices shall be provided to the parties at the follow addresses:

IF TO SELLER:

Patricia Crim Dietlein
1108 Crown Drive
Birmingham, Alabama 35235
Telephone No. 205-853-0286
E-mail: PDietlein@aol.com

IF TO PURCHASER:

Jeffrey D. Downes, City Manager
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216
Telephone No. 205-978-0195
E-Mail: jdownes@vhal.org

Either party hereto may change the address to which it is to receive notice or the representative to whom notice is to be given by written notice to the other part in the manner set forth above.

18. DEFAULT AND REMEDIES:

A. In the event that Seller shall fail to consummate the transaction as contemplated herein for any reason other than Purchaser's default, then Purchaser may, as its sole and exclusive remedy, either (i) enforce this Agreement and the purchase and sale transaction contemplated herein by specific performance or (ii) terminate this Agreement, whereupon the Earnest Money paid to Seller and accrued interest shall be promptly returned to Purchaser, this Agreement shall be deemed cancelled and terminated and, except for the indemnification obligations of Purchaser set forth in Section 9 above, neither party shall have any further obligation or liability to the other hereunder. Purchaser hereby expressly waives any right to seek or obtain any monetary judgment or damages against Seller in the event of any default hereunder by Seller and acknowledges and agrees that no other damages, rights or remedies shall be collectible, enforceable or available to Purchaser.

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B. If, at any time after the expiration of the Inspection Period, Purchaser shall fail to perform its obligation to close the transaction contemplated herein for any reason other than Seller's default, then the Earnest Money shall be non-refundable and kept by Seller as liquidated damages in which event this Agreement shall automatically be deemed terminated and cancelled and, except for the indemnification obligations of Purchaser set forth in Section 9 above, neither party shall have any further obligation or liability to the other hereunder. Because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller and Seller agrees to accept and retain the Earnest Money as its total damages and relief hereunder in the event Purchaser fails to close the purchase and sale transaction contemplated herein.

19. EFFECTIVE DATE: The "Effective Date" to be inserted on the first page of this Agreement is the date upon which this Agreement has been fully executed by Seller and Purchaser and each of Seller and Purchaser has received a fully executed original counterpart.

20. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing. Purchaser shall have the option of cancelling this contract and receiving the Earnest Money back or accepting the Property in its then condition. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

21. REMOVAL OF ITEMS: Seller and Purchaser acknowledge and agree, that if this sale closes, then in such event the Purchaser will raze the house on the Property. Purchaser shall preserve as many dogwood trees and magnolia trees as is reasonably possible. Therefore, the Seller shall have the right to remove any part of the structure or plantings on the Property prior to April 30, 2018.

22. MEMORIUM: Purchaser shall place and maintain a park bench with a small plaque "In Memory of Carmen R. Crim and Helen L. Crim" or other inscription agreed upon by Purchaser and Seller thereon at a location on the perimeter of the Property at the completion of the project. Purchaser shall pay the cost of the park bench and plaque and the Purchaser shall select the exact site for placement of said park bench and plaque.

23. MISCELLANEOUS

A. GOVERNING LAW: This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

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B. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

C. SURVIVAL: All representations and warranties of this Agreement shall survive the Closing, as shall any covenants for performance after Closing.

D. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

E. NO WAIVER: The failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

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

G. SEVERABILITY: In case of any of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable by any court of competent jurisdiction in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

H. DATES: If any date provided in this Agreement falls on a Saturday, Sunday or holiday, the date shall be the next business day.

I. EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

J. ENTIRE AGREEMENT: This written Agreement contains the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.

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

WITNESSED:

SELLER:

Patricia Crim Dietlein

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PURCHASER:
THE CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Mayor

By _____
Jeffrey D. Downes
City Manager

ATTESTED:

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Patricia Crim Dietlein, a married woman, whose name is signed to the foregoing Agreement for Purchase and Sale of Real Estate, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the _____ day of July, 2017.

Notary Public

My Commission Expires:

SEAL

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**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Purchase and Sale of Real Estate, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand and official seal, this the _____ day of July, 2017.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Purchase and Sale of Real Estate, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand and official seal, this the _____ day of July, 2017.

Notary Public

My Commission Expires:

SEAL