

**Vestavia Hills
City Council Agenda
November 13, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Chris Blazer, Senior Director of Alumni Programs and Annual Giving at Samford University
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
 - a. Announcement of Park and Recreation Board Vacancy
 - b. Announcement of Library Board Vacancy
6. Employee Recognition – Deputy Chief Kevin York, Vestavia Hills Police Department
7. Presentation – Jabo Waggoner, Alabama State Senate
8. Proclamation – National Hospice and Palliative Care Month – November 2017
9. Proclamation – Small Business Saturday – November 18, 2017
10. City Manager’s Report
11. Councilors’ Reports
12. Financial Reports – Melvin Turner, III – Finance Director
13. Approval of Minutes – October 16, 2017 (Work Session) and October 23, 2017 (Regular Meeting)

Old Business

14. Resolution Number 4995 Annexation – 90-Day – 3533 Squire Lane; Jason and Kathleen Lawrence, Owners (*public hearing*)
15. Ordinance Number 2731 – Annexation – Overnight – 3533 Squire Lane; Jason and Kathleen Lawrence, Owners (*public hearing*)

New Business

16. Resolution Number 4996 – A Resolution Authorizing The City Manager To Issue A Refund To Whirlpool Corporation For Overpayment Of Sales Taxes For Tax Years 2014-2017
17. Resolution Number 4997 – A Resolution Approving Liquor License For Lionfield Restaurant Group LLC D/B/A Chronic Tacos; Michael F. Ghareeb Jr., And Rigaud P. Lee, Executives (*public hearing*)

18. Resolution Number 4998 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With Signature Public Funding Corporation For The Lease/Purchase Of Radios And Equipment
19. Resolution Number 4999 - 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*)
20. Resolution Number 5001 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver A Master Services Agreement And A Schedule No. 001 To The Master Services Agreement For Revenue And Auditing Services For The City Of Vestavia Hills

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

21. Resolution Number 5000 - A Resolution Of The City Of Vestavia Hills Authorizing LWCF Project Amendment In Order To Allow Disposition Of Surplus Property At Wald Park (*public hearing*)
22. Ordinance Number 2732 - Rezoning – 1644 Shades Crest Road; Rezone From Jefferson County R-1 To Vestavia Hills R-2, Conservation Subdivision; Wedgworth Realty, Inc., Michael Wedgworth, Representing (*public hearing*)
23. Ordinance Number 2733 – Annexation – 90 Day Final – 1644 Shades Crest Road; Wedgworth Realty, Inc., Michael Wedgworth, Representing (*public hearing*)
24. Ordinance Number 2734 - Rezoning – 3779 and 3781 Poe Drive; Rezone from VH R-4 to VH R-9; Overton Investments, LLC (*public hearing*)
25. Citizen Comments
26. Executive Session
27. Motion For Adjournment



PROCLAMATION

WHEREAS, 2017 marks the 50th anniversary of the first modern day hospice organization; and

WHEREAS, hospice and palliative care offer those they serve the high-quality of care delivered by an interdisciplinary team of skilled professionals and trained volunteers; and

WHEREAS, the hospice and palliative care philosophy places the needs of the individual at the center of care allowing patients and family caregivers to focus on quality of life; and

WHEREAS, every year more than 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States; and

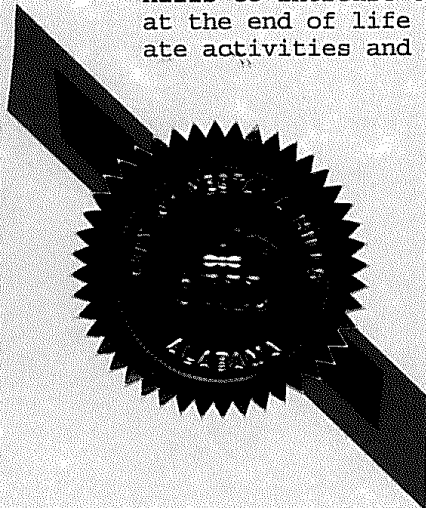
WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning; and

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim November 2017 as

HOSPICE AND PALLIATIVE CARE MONTH

throughout the City and encourage all residents of Vestavia Hills to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 1st day of November, 2017.

Ashley C. Curry

Ashley C. Curry
Mayor



PROCLAMATION

WHEREAS, the government of Vestavia Hills, Alabama celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are over 28 million small businesses in the United States and they represent 99.7 percent of all businesses with employees in the United States and are responsible for 63 percent of the net new jobs created over the past 20 years; and

WHEREAS, small businesses employ 48 percent of the employees in the private sector in the United States; and

WHEREAS, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

WHEREAS, Vestavia Hills, Alabama supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods.

NOW, THEREFORE, I, Ashley C. Curry by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim November 18th, 2017 as

SMALL BUSINESS SATURDAY

and encourage our residents to Shop, Dine, Play in Vestavia Hills and support small businesses and merchants this day and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills, Alabama to be affixed this the 1st day of November, 2017.



Ashley C. Curry

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

OCTOBER 16, 2017

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Marvin Green, Fire Chief
Dan Rary, Police Chief
Taneisha Tucker, Library Director
Cinnamon McCulley, Comm. Specialist

- Mr. Downes introduced TCU consultant, Ken Upchurch, to give a status report concerning the Community Spaces Program:
 - Mr. Upchurch stated they were preparing to give recommendations on the proposed Community Spaces Plan when some late-breaking information produced some changes that could impact the plan. Therefore, instead of giving recommendations now that might change, they felt it was better to delay the presentation until the moving parts have been decided. He indicated that recently acquired field-use data and a pending Board of Education decision regarding the purchase of Gresham Elementary might potentially impact the final recommendation regarding city athletic fields. He said both of these factors would delay the TCU reporting schedule by 30 days and require postponing the public meeting originally scheduled for October 25.
- Mr. Downes stated the city has considered whether it might be advantageous to relocate the Chamber of Commerce from the Civic Center to an unoccupied portion of the Gold's Gym building. Mr. Downes introduced Doug

Dean who spoke on behalf of the Chamber regarding an incubator program for new businesses Mr. Dean indicated the Gold's Gym space might be an ideal location for such an initiative. Discussion ensued regarding this project.

- Mrs. Cook enumerated some questions she would like answered regarding the Parks and Recreation Board and field usage.
 - She asked that City Attorney Boone conduct a thorough review of the Parks and Recreation Board bylaws, which were recently amended, to ensure their compliance with state and local law. She said, in particular, she had concerns about the bylaw provision that the Parks and Recreation Board had the authority to “ratify and elect” park board members.
 - She asked for a breakdown of revenues generated from the Let's Play Vestavia program, revenues which were remitted to the Vestavia Hills Parks and Recreation Foundation and generated using city fields and facilities. She stated she had concerns about city revenue being diverted to a private, non-profit entity.
 - She stated she would like to know the operational costs for our various athletic fields and a break-out of resident use and non-resident usage by league as well as revenues collected from that field use. She felt this information would be important to inform upcoming Community Spaces decisions.

EXECUTIVE SESSION

The Mayor indicated that the Council needed to go into Executive Session to discuss possible purchase/sale of real estate and matters of commerce and trade for an estimated 60 minutes.

MOTION Motion to go into Executive Session for the purchase/sale of real estate and matters of commerce and trade for an estimated 60 minutes was by Mrs. Cook and second was by Mr. Head. Roll call vote as follows:

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

The public exited the Executive Conference Room and the Council entered into Executive Session at 6:27 PM. At 7:45 PM, the Council exited Executive Session and the Mayor called the meeting back to order.

There being no further business, Mrs. Cook made the motion to adjourn. The meeting adjourned at 7:46 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

OCTOBER 23, 2017

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. Mayor Curry 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
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Marvin Green, Fire Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Cinnamon McCulley, Communications Specialist

Reverend James “Butch” Williams, Senior Chaplain of the City of Vestavia Hills, provided the invocation, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mrs. Cook recognized Jackson Spenny, Boy Scout Troop 1, who was attending the meeting to meet requirements for his Citizenship in the Community and Communications merit badges.
- Mr. Pierce welcomed Donnie Dobbins who was in attendance representing the Vestavia Hills Chamber of Commerce.

UPDATE BJCTA – DONALD HARWELL

Donald Harwell, Vestavia Hills representative to the Birmingham Jefferson County Transit Authority (BJCTA), updated the Council regarding recent BJCTA activities. He stated that the City of Birmingham just appointed the newest members of the Board, some of which were re-appointments. He stated he recently attended a public transit conference in Atlanta. He thanked the Council for the opportunity to serve on the Board representing Vestavia Hills. He gave a report of recent BJCTA capital purchases and upgrades concerning routes, equipment and technology, including a mobile app currently available for download. He also reminded everyone of the new intermodal building that will soon be open and running, with Amtrak being the first entity to begin operations. Free transportation will be provided to all veterans on Veterans Day.

Mr. Harwell stated he has been contacted about bus service in Cahaba Heights. He stated that the services are provided upon request from the servicing City and the decision must be made by the governing body of the City. He stated that the City currently pays for the Highway 31 route and any additional services would have to be funded by the City. He invited everyone to the next board meeting to be held on October 25, 2107, at the 2121 building.

Mrs. Cook asked about the requested route through Cahaba Heights. Mr. Harwell explained that one resident had shown an interest in a route going to the various schools of the area and also connecting to the Highway 31 route. Mrs. Cook stated that she has heard of an interest in service from Liberty Park to the high school.

Mrs. Cook stated she heard one of Amazon's considerations for selecting a new headquarters site, a proposal recently submitted by Birmingham and Jefferson County, was mass transit and that this is an important consideration for many Fortune 500 companies.

CITY MANAGER'S REPORT

- Mr. Downes congratulated Brian Davis on the completion of the white way lights along Highway 31. The new LED light fixtures and all are operational, including the intersection at Montgomery Highway and I-65.
- Mr. Downes stated that the City has receive complaints regarding the operation of AirBnbs in the City. He explained to the Council the purposes of AirBnbs and displayed some current ads for various locations listed in the City. He explained that city staff have reviewed the issue and believe City ordinance currently prohibits their operation; however, since the practice is so new, he wanted to bring it to the Council's attention. He stated that the City of Mountain Brook recently amended their zoning ordinances to prohibit this type of short-term rental, but there are other cities that welcome them. He explained that the staff needs to have some direction on how to address this issue. Discussion ensued and the Mayor asked Mrs. Cook to form an ad-hoc committee, along with Mr. Pierce, to introduce the topic and receive public comment.

- Mr. Downes stated that the City received notice from ADEM regarding Phase II stormwater permitting, with numerous requirements including a change to the City's existing ordinance and an adoption of two additional ordinances. He stated that it is extremely important not to work alone but to cooperate these efforts with SWMA organizations and sister cities to ensure consistency throughout the area. Draft ordinances will be presented shortly after the New Year's holiday.
- Mr. Downes stated that the target week for a public meeting concerning Crosshaven infrastructure improvements is the week of November 13. Details will be forthcoming soon.

COUNCILOR REPORTS

- Mrs. Cook stated that last week she attended four meetings with the consultant chosen to help in the search for a new school superintendent. She stated there were some great conversations between the consultant and the stakeholders. On October 30, there will be a work session where the public will have the opportunity to address the Board.
- Mrs. Cook announced that the regular meeting of the Board of Education is scheduled for Wednesday, October 25, 2017 at 6 PM.
- Mr. Pierce announced a ribbon cutting at Metro Diner tomorrow at 10:30 AM. He stated that this is a terrific restaurant.
- Mr. Pierce also announced Viva Vestavia Eat, Drink and Be Scary event scheduled for Thursday, October 26, 2017. Tickets are still available at the Chamber office. Proceeds benefit the Chamber Foundation.
- Mr. Pierce commended the merchants in Cahaba Heights for planning a Deck the Heights open house, which will include a multitude of merchants and offer an express trolley bus, hosted by Santa's elves.
- Mr. Pierce stated that the annual Holiday in the Hills will be kicking off November 16, with several events including a parade in Liberty Park. Details are on the website.
- Mrs. Cook added that one of the Holiday in the Hills events is a Shop Small business focus, complete with gift baskets of gift cards from local businesses that will be awarded through a raffle.
- Mayor Curry announced that there will be a Proclamation presented at the November 13 Council meeting promoting small business shopping.
- Mr. Weaver stated that the Planning and Zoning Commission, at its last meeting, recommended two rezoning requests to move to Council. He stated that one request was postponed, which was a request to approve a condominium development on Poe Drive. He stated that the meeting drew a packed house of people and that opponents of the application appointed a single speaker to speak on behalf of the crowd. He commended the way the community presented their arguments in a clear and succinct way.
- Mr. Head stated that the Community Spaces Plan public hearing, originally scheduled for October 25, was postponed because of some recent efforts of the Board of Education to purchase Gresham School. He stated that TCU will be reporting back later in December.

APPROVAL OF MINUTES

The minutes of the October 9, 2017 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the October 9, 2017 (Regular Meeting), and approve them as presented was by Mr. Weaver 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

NEW BUSINESS

RESOLUTION NUMBER 4445-A

Resolution Number 4445-A – A Resolution Amending Resolution Number 4445 – Ascertain, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 3363 Mountainside Road, Vestavia Hills, Alabama 35243; Parcel ID# 28-23-2-4-3-RR-0, In The City Of Vestavia Hills As A Result Of The City Of Vestavia Hills Ordering The Demolition Of The Building On The Property Pursuant To Ordinance No. 2382 (*public hearing*)

MOTION Motion to approve Resolution Number 4445-A was made by Mrs. Cook and second was by Mr. Weaver.

Mr. Downes stated that this original lien was placed on this property due to nuisance abatement in the amount of \$30,916.00 as determined by the Council. This represented approximately \$15,000 in actual demolition and asbestos removal costs, along with the legal costs of the abatement action. He stated that the City negotiated and the lender agreed to pay 75% of the cost in the amount of \$23,187.41.

The Mayor stated that when the City receives that payment, the lien will be satisfied and cleared.

Mrs. Cook asked if the property had rolled off the tax rolls while it was in foreclosure.

Ms. Leavings stated it remained on the tax rolls as vacant property and the taxes are current.

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. Pierce – yes
Mayor Curry – yes

Mr. Head – yes
Mr. Weaver – 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 November 13, 2017, at 6:00 PM.

- Resolution Number 4995 Annexation – 90-Day – 3533 Squire Lane; Jason and Kathleen Lawrence, Owners (*public hearing*)
- Ordinance Number 2731 – Annexation – Overnight – 3533 Squire Lane; Jason and Kathleen Lawrence, Owners (*public hearing*)

CITIZEN COMMENTS

Donald Harwell, 1843 Willoughy Road, stated that he is distributing pocket size copies of the Constitution. He offered a copy to anyone who wishes to have one.

At 6:45 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:45 PM.

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4995

**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 July 17, 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 13th day of November, 2017; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 15th day of November, 2017.
2. That on the 26th day of February, 2018, in the Vestavia Hills Municipal Center, a public hearing will be held to determine the truths of the matter set forth in said petition

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

3. That this Resolution shall become known and referred to as Resolution Number 4995 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:

3533 Squire Lane
Jason and Kathleen Lawrence, Owner(s)

More particularly described as follows:

Part of the SE ¼ of the NW ¼ of Section 23, Township 18 South, Range 2 West, more particularly described as follows:

Commence at the southwest corner of the SE ¼ of the NW ¼ of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama thence east along the south line of said ¼ - ¼ section a distance of 244.49 feet to the point of beginning; thence continue east along said south line a distance of 255 feet; thence at an angle to the left of 92°02' a distance of 266.43 feet; thence at an angle to the left of 88°07' a distance of 255 feet; thence at an angle to the left of 91°53' a distance of 265.76 feet to the point of beginning.

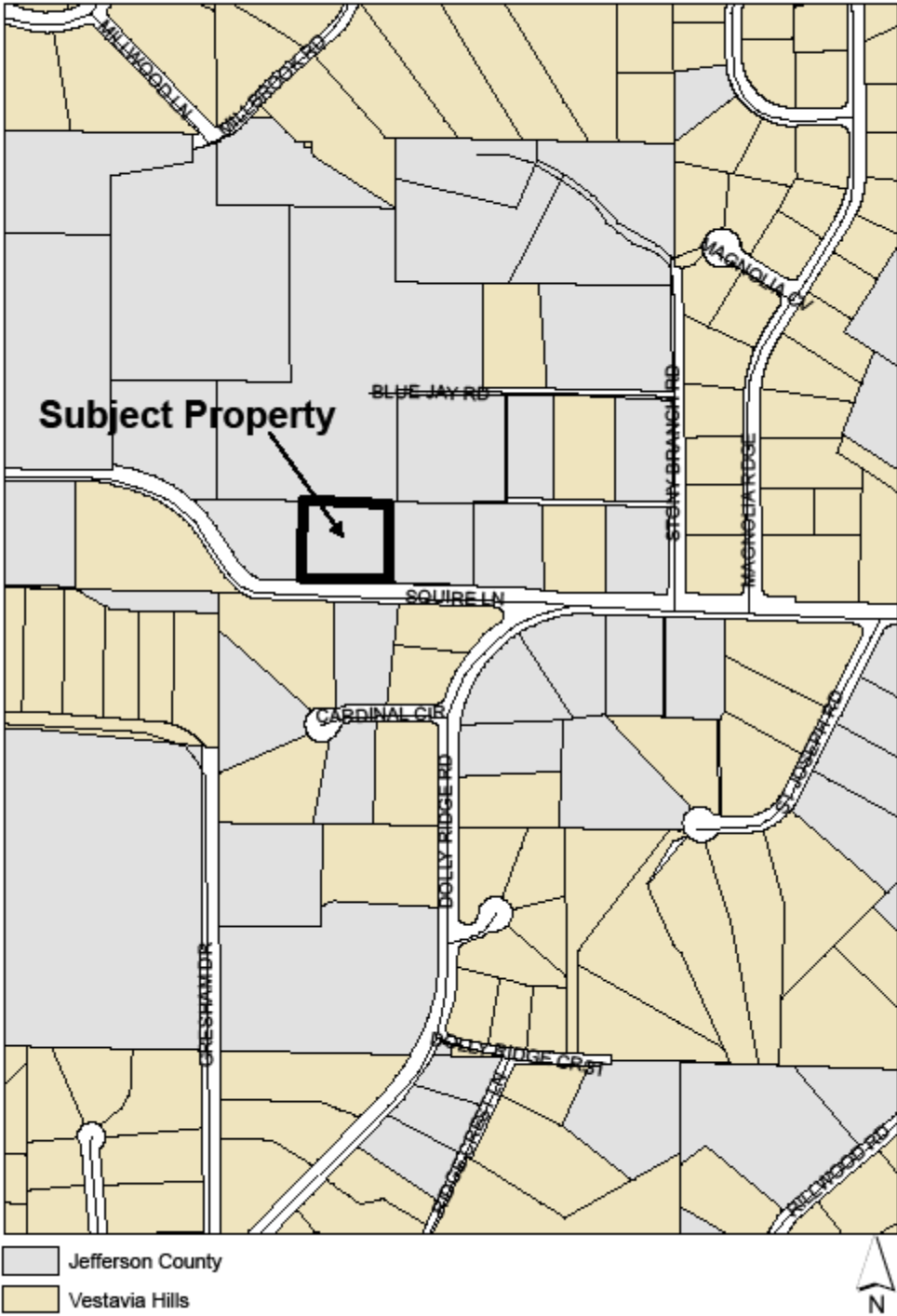
APPROVED and ADOPTED this the 13th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

3533 Squire Lane





**3533 Squire Lane Jason and
Kathleen Lawrence**

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3533 Squire Lane

Engineering; Public Services Date: 9/21 Initials: CB

3533 Squire Lane -- no significant concerns noted; asphalt is in poor to fair condition; there are no roadside gutter or drainage structures; the roadway is still majority unincorporated Jefferson County so anticipate it will remain on County's maintenance schedule.

Police Department: Date: 09-26-17 Initials: AW

Comments: N/A

Fire Department: Date: 9/25/17 Initials: (SR)

Comments: N/A

Board of Education: Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

Untitled Page

3533 Squire Lane Page 1 of 1
Jason and Kathleen Lawrence

PARCEL #: 28 00 28 2 001 030.000 [111-C+] Baths: 3.0 H/C Sqft: 2,464
OWNER: SMITH THOMAS O IV & MARGARET B 18-012.0 Bed Rooms: 4 Land Sch: A114
ADDRESS: 3533 SQUIRE LANE VESTAVIA AL 35243 Land: 143,500 Imp: 190,400 Total: 333,900
LOCATION: 3533 SQUIRE LN BHAM AL 35243 Acres: 0.000 Sales Info: 11/21/2013 \$10

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

Tax Year : 2017

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

SUMMARY

ASSESSMENT		VALUE		
PROPERTY CLASS:	2	OVER 65 CODE:	LAND VALUE 10%	\$0
EXEMPT CODE:		DISABILITY CODE:	LAND VALUE 20%	\$143,520
MUN CODE:	01 COUNTY	HS YEAR:	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:		EXM OVERRIDE AMT:	CLASS 2	
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	POOL VINYL 60	29VP600 \$5,600
			BLDG 001	111 \$184,800
			CLASS 3	
CLASS USE:		TAX SALE:	TOTAL MARKET VALUE [APPR. VALUE: \$333,900]:	\$333,920
FOREST ACRES:	0	BOE VALUE:	Assesment Override:	
PREV YEAR VALUE:	\$333,900.00		MARKET VALUE:	
			CU VALUE:	
			PENALTY:	
			ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$66,780	\$434.07	\$0	\$434.07
COUNTY	2	1	\$66,780	\$901.53	\$0	\$901.53
SCHOOL	2	1	\$66,780	\$547.60	\$0	\$547.60
DIST SCHOOL	2	1	\$66,780	\$0.00	\$0	\$0.00
CITY	2	1	\$66,780	\$0.00	\$0	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00
SPC SCHOOL1	2	1	\$66,780	\$340.58	\$0	\$340.58
SPC SCHOOL2	2	1	\$66,780	\$1,121.90	\$0	\$1,121.90

ASSD. VALUE: \$66,780.00

\$3,345.68

GRAND TOTAL: \$3,345.68

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE	PAYMENT INFO		PAID BY	AMOUNT
		PAY DATE	TAX YEAR		
2017072178	7/14/2017		2017		\$0.00
201320-12986	11/21/2013	1/5/2017	2016	-	\$3,345.68
2390-1	07/21/1983	12/21/2015	2015		\$3,345.68
		1/6/2015	2014	T. O. SMITH PHONE SOS-SG?-SGOI	\$3,324.61
		1/3/2014	2013	T. O. SMITH	\$3,324.61
		12/28/2012	2012	SMITH T O	\$1,606.81

STATE OF ALABAMA
Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: July 17, 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.

Please mail any bills related to annexation
to Jason & Kathleen Lawrence
8401-B Vestavia Villa Court
Vestavia Hills, AL 35226
Kathleen-205-515-9779

Firedues: \$2335.92
@ \$389.32 per year

EXHIBIT "A"

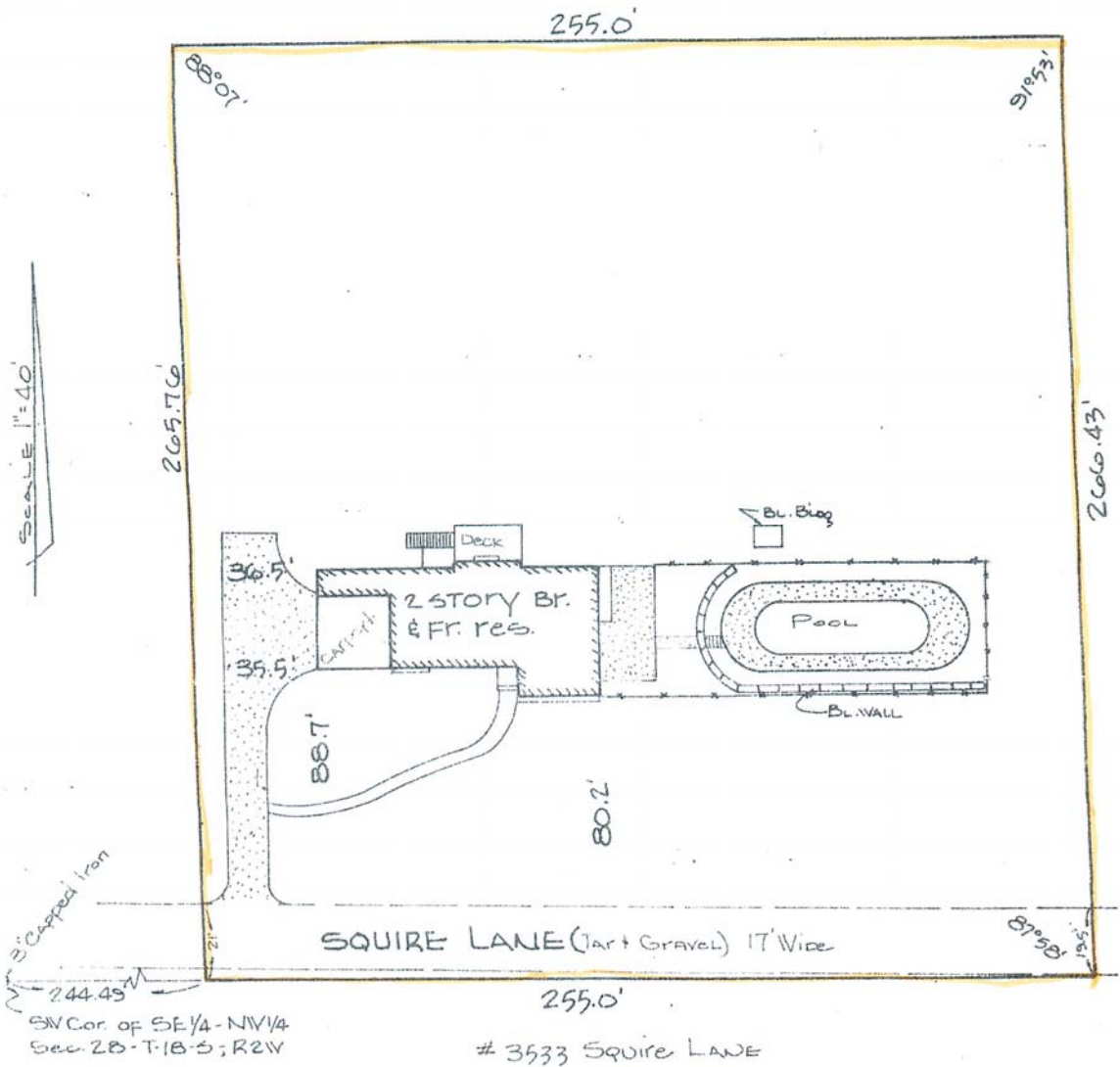
LOT: N/A
BLOCK: N/A
SURVEY: N/A

RECORDED IN MAP BOOK N/A, PAGE N/A IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING E1 estate
COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 18 South, Range 2 West, more particularly described as follows: Commence at the southwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 28, Township 18 South, Range 2 West, Jefferson County, Alabama thence east along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 244.49 feet to the point of beginning; thence continue east along said south line a distance of 255 feet; thence at an angle to the left of 92°02' a distance of 266.43 feet; thence at an angle to the left of 88°07' a distance of 255 feet; thence at an angle to the left of 91°53' a distance of 265.76 feet to the point of beginning.



STATE OF ALABAMA
JEFFERSON COUNTY)

I, Laurence D. Wayland, Registered Land Surveyor, certify that I have surveyed the land shown above; that there are no right-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires on or over said premises except as shown; that there are no encroachments on said land except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that this property is not located in a special flood hazard area; that improvements are located as shown above and that the correct description is as follows:

Part of the SE 1/4 of the NW 1/4 of Section 28, Township 18 South, Range 2 West, more particularly described as follows: Commence at the southwest corner of the SW 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama; run east along the south line of said 1/4-section a distance of 244.45 feet to the point of beginning; thence continue east along said south line a distance of 255 feet; thence at an angle to the left of 92°02' a distance of 266.43 feet; thence at an angle to the left of 88°07' a distance of 255 feet; thence at an angle to the left of 91°53' a distance of 265.76 feet to the point of beginning.

According to my survey of July 8, 1983
Order No: 44089 Pore. Smith

Laurence D. Wayland
Laurence D. Wayland-Reg./P.E. & L.S. #10375
PH: 939-0900

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

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>[Signature]</u>	Lot _____ Block _____ Survey _____
<u>Kathleen Lawrence</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA
Jefferson COUNTY

Kathleen Lawrence 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.

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 17 day of July, 2017.

[Signature]
Notary Public

My commission expires: 9-29-20



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): Jason & Kathleen Lawrence
Address: 3533 Squire Lane
City: Vestavia State: AL Zip: 35243

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Lindley Lawrence	16	11	X	
2.	Chappell Lawrence	14	9	X	
3.	Laura Kate Lawrence	12	7	X	
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": Currently enrolled - they have attended VHS from preschool

ORDINANCE NUMBER 2731

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY

WHEREAS, a certain petition signed by Jason and Kathleen Lawrence dated July 17, 2017, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

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

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

3533 Squire Lane
Jason and Kathleen Lawrence

More particularly described as follows:

Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 18 South, Range 2 West, more particularly described as follows:

Commence at the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama thence east along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 244.49 feet to the point of beginning; thence continue east along said south line a distance of

255 feet; thence at an angle to the left of 92°02' a distance of 266.43 feet; thence at an angle to the left of 88°07' a distance of 255 feet; thence at an angle to the left of 91°53' a distance of 265.76 feet to the point of beginning.

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 13th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

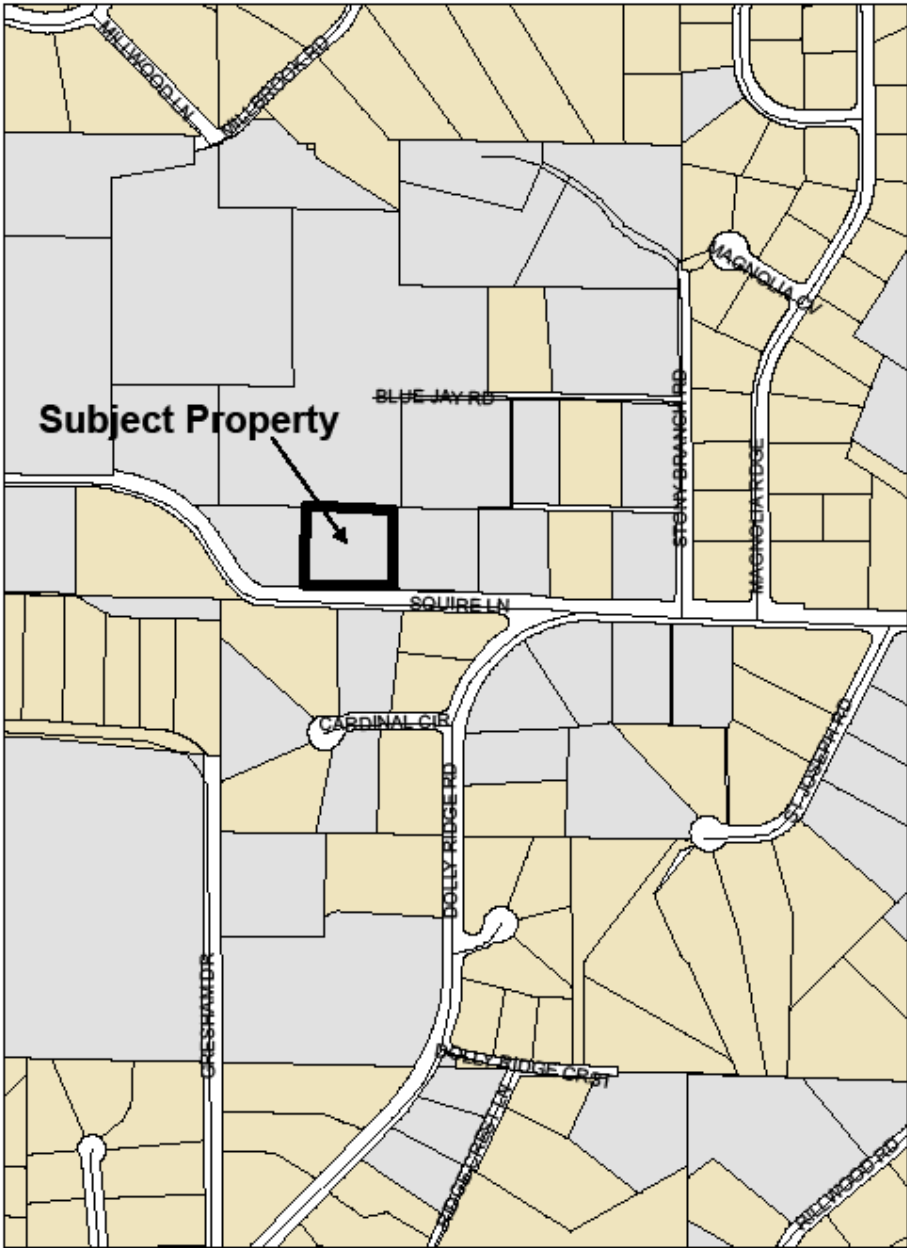
CERTIFICATION:

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 # 2731 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 13th day of November, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

3533 Squire Lane



Jefferson County
Vestavia Hills



RESOLUTION NUMBER 4996

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A REFUND TO WHIRLPOOL CORPORATION FOR OVERPAYMENT OF VESTAVIA HILLS SALES TAX COLLECTIONS FOR THE YEARS OF 2014-2017.

WHEREAS, Rivertree Systems, Inc., the City’s designated agent for auditing of sales taxes, received a refund petition from Whirlpool Corporation for overpayment of sales taxes based upon incorrect reported sales for the following years: 2014, 2015, 2016 and 2017; and

WHEREAS, Rivertree Systems has reviewed the corrected sales reports of Whirlpool Corporation has determined a refund is in order in the amount of \$13,849.14; a copy of said report and detail is marked as “Exhibit A,” attached to and incorporated into this Resolution Number 4996 as though written fully therein; and

WHEREAS, the Finance Director has confirmed the overpayment and the amount to be refunded and has reported to the City Manager that the refund is in good order; and

WHEREAS, the Mayor and the City Council agree it is in the best public interest to authorize the City Manager to issue said refund in the amount of \$13,849.14.

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

1. The City Manager is hereby authorized to issue a refund to Whirlpool Corporation in the amount of \$13,849.14 as detailed in the attached Exhibit A; and
2. This Resolution Number 4996 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

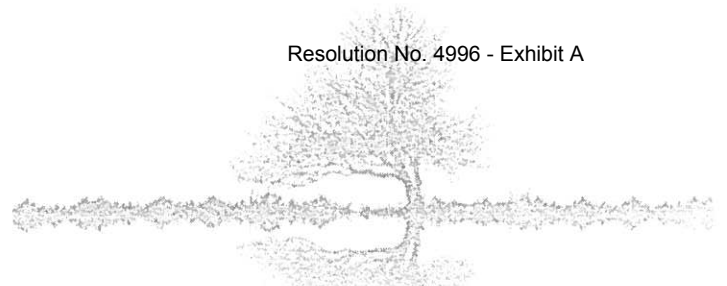
Rebecca Leavings
City Clerk

RIVERTREE SYSTEMS, INC.

P. O. Box 361361

Birmingham AL 35236

Resolution No. 4996 - Exhibit A



AUDITORS FOR THESE ALABAMA CITIES AND COUNTIES:


ALABASTER * ALEXANDER CITY * ANDALUSIA * BIRMINGHAM
CALERA * CENTER POINT * DECATUR * GARDENDALE * GULF SHORES
HARTSELLE * HELENA * HOMEWOOD * HUEYTOWN * IRONDALE
JACKSONVILLE * JASPER * MADISON * MILLBROOK * MONTGOMERY
MONTEVALLO * MOODY * NORTHPORT * PELL CITY * ORANGE BEACH
OZARK * PELHAM * PRATTVILLE * TALLADEGA * TRUSSVILLE
TUSCUMBIA * VESTAVIA HILLS * TRINITY (BUSINESS LICENSES ONLY)
BALDWIN COUNTY * MORGAN COUNTY * MONTGOMERY COUNTY
SHELBY COUNTY * ST. CLAIR COUNTY

(205) 988-0331, Ext. 313
Fax (205) 988-9687
kennethware@bellsouth.net

September 14, 2017

MEMORANDUM

To: Melvin Turner III, Finance Director
City of Vestavia Hills, Alabama

From: Kenneth W. Ware, CPA 
Rivertree Systems, Inc.

Subject Whirlpool Corporation audit

During the course of the routine audit of the above Taxpayer, it was discovered that the Taxpayer had collected and remitted Vestavia Hills sellers use tax on sales of appliances to a construction company performing a job in the City of Birmingham (4700 Colonnade Apartments).

As a result, the Taxpayer has petitioned for refund of the Vestavia Hills sellers use tax. During the course of the audit, using the payment history from your office, together with the Taxpayer records, I have verified the billings and collections of the tax from the customer and subsequent remittances of the tax to Vestavia Hills.

Please advise, if you have any questions.



GLOBAL HEADQUARTERS • 2000 N. M-63, MAIL DROP 2610 • BENTON HARBOR, MI 49022-2692

Melvin Turner III
Finance Director/Treasurer
City of Vestavia Hills, Alabama
P.O. Box 660854
Vestavia Hills, AL 35266-0854

Re: Whirlpool Corporation
Account # 101858
Erroneous Payment of Sellers Use Tax
Code of Alabama, 1975, 40-23-2.1(c)

September 6, 2017

Dear Mr. Turner:

We are in receipt of an audit of the City of Birmingham, AL from Mr. Kenneth Ware of RiverTree Systems, Inc. for the period of 2014 through 2017. The audit shows Whirlpool erroneously paid sellers use tax to the City of Vestavia Hills in the amount of \$13,849.14. A copy of the audit is attached for your reference.

Pursuant to Section 40-23-2.1 (c) of the Code of Alabama, 1975, we respectfully request that the \$13,849.14 of sellers use tax paid in error to the City of Vestavia Hills be refunded to Whirlpool Corporation to my attention at the address listed above. Should you have any questions, please contact me at (269) 923-3897.

Thank you for your attention to this matter.

Sincerely,

Sue Busse

Sue Busse
Tax Manager

Enc.

RiverTree Systems, Inc.
P. O. Box 361361
Birmingham, AL 35236
August 23 2017

Resolution No. 4996 - Exhibit A

NOTICE OF ERRONEOUS PAYMENT OF SELLERS USE TAX
City of Birmingham, Alabama
For the Period 04/01/2014 to 03/31/2017

Whirlpool Corporation
2000 N M-63, MD 2900
Benton Harbor, MI 49022

This Notice is hereby provided to you pursuant to the sellers use tax audit being performed by Rivertree Systems, Inc. on behalf of clients identified by authorization letters that you received prior to the beginning of the examination. It is intended to comply with Title 40-23-2.1(c), Code of Alabama, 1975.

Our initial determination has revealed a tax liability for Whirlpool Corporation to the City of Birmingham, Alabama in the amount of \$13,849.14.

Sales Tax	13,849.14
Penalty	\$ -
Interest	\$ -
Total	\$ 13,849.14

This tax was erroneously paid to the City of Vestavia Hills, Alabama. Penalty & Interest are not applicable, if prescribed procedures in §40-23-2.1(c), Code of Alabama, 1975 are followed.

[1] If you do not agree with this determination, please contact Kenneth Ware with RiverTree Systems, Inc. at (205)-988-0331, Ext. 313 to discuss any changes or modifications that are due to be made.

[2] If an agreement cannot be reached, a Preliminary Assessment may be entered, and you may appeal the assessment by filing a written Petition for Review and requesting an informal conference with the assessing jurisdiction.

[3] If you agree with these results and you intend to follow procedures outlined in Title 40-23-2.1 (c), Code of Alabama, 1975, you must provide documentation that you have followed the process, as described in the Statute, on a timely basis. If you do not provide this documentation that this process has been followed, a Preliminary Assessment may be issued by the City of Birmingham, Alabama and applicable interest and penalty will be added. Please see Title 40-2A-7(c), Code of Alabama, 1975 for additional statutory requirements for refunds.

BY AGENT FOR THE CITY OF BIRMINGHAM, ALABAMA



Kenneth W. Ware, CPA
RiverTree Systems, Inc.

RESOLUTION NUMBER 4997

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR LIONFIELD RESTAURANT GROUP LLC
D/B/A CHRONIC TACOS; MICHAEL FARRIS
GHAREEB JR. AND RIGAUD POYAS LEE,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Lionfield Restaurant Group LLC d/b/a Chronic Tacos, located at 3066 Healthy Way, Suite 100, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Michael Farris Ghareeb Jr. and Rigaud Poyas Lee, executives.

APPROVED and ADOPTED this the 13th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: November 1, 2017

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request – 020 - Restaurant Retail Liquor

Please find attached information submitted by Michael Farris Ghareeb Jr. and Rigaud Poyas Lee who request an alcohol license to sell 020 - Restaurant Retail Liquor at the Lionfield Restaurant Group LLC d/b/a Chronic Tacos, 3066 Healthy Way, Suite 100, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 13th day of November, 2017 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed: 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20171017110657339

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00

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

Trade Name: CHRONIC TACOS **Filing Fee:** \$50.00

Applicant: LIONFIELD RESTAURANT GROUP LLC **Transfer Fee:** _____

Location Address: 3066 HEALTHY WAY ; SUITE 100 VESTAVIA HILLS, AL 35243

Mailing Address: 4505 PINE TREE CIRCLE; SUITE 120 VESTAVIA HILLS, AL 35243

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

Type Ownership: LLC

Book, Page, or Document info: SR 20163012189 6038185

Date Incorporated: 05/10/2016 **State incorporated:** DE **County Incorporated:** SUSSEX

Date of Authority: 05/12/2016 **Alabama State Sales Tax ID:** R009542954

Federal Tax ID: 81-2572148

Name:	Title:	Date and Place of Birth:	Residence Address:
MICHAEL FARRIS GHAREEB JR 7568834 - AL	MEMBER	08/05/1939 SPRINGFIELD, MA	496 DAVENTRY CIRCLE CALERA , AL 35040
RIGAUD POYAS LEE 7668990 - AL	MANAGING MEMBER	06/22/1973 ORANGEBURG, SC	409 RAMSAY RD BIRMINGHAM, AL, AL 35242

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

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

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

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

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

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

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

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

Contact Person: RIGAUD LEE

Business Phone: 205-967-4900

Fax: _____

Home Phone: 334-590-7652

Cell Phone: 334-590-7652

E-mail: RIGAUDLEE@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: _____

Applicant: _____

Previous License Number(s) _____

License 1: _____

License 2: _____



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20171017110657339

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **PATCHWORK RETAIL VENTURE LLC 205-969-1000**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2400** Display Square Footage:
 Building seating capacity: **70** Does Licensed premises include a patio area? **YES**
 License Structure: **SHOPPING CENTER** License covers: **OTHER**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20171017110657339

Initial each

Signature page

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

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Brad McGibney*

Signature of Applicant: *Brad McGibney*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson*

Commission expires: *4-22-18*

Application Taken: App. Inv. Completed:
 Submitted to Local Government:
 Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
 Received from Local Government:
 Forwarded to Central Office:

RESOLUTION NUMBER 4998

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AND DELIVER AN AGREEMENT WITH SIGNATURE
PUBLIC FUNDING CORPORATION FOR THE LEASE/PURCHASE OF
RADIOS AND EQUIPMENT**

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Signature Public Funding Corporation for the lease/purchase of radios and equipment for the Fire and Police Departments; and
2. A copy of said agreement is marked as Exhibit A, attached to and incorporated into this Resolution Number 4998 as though written fully therein; and
3. This Resolution Number 4998 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Signature Public Funding Corp.
Douglas S. Dillon, Executive Sales Officer
600 Washington Avenue, Suite 305
Towson, Maryland 21204
(410) 704-0083
ddillon@signatureny.com

The logo for Signature Public Funding Corp. features the word "Signature" in a large, elegant, cursive script font. A thin vertical line is positioned to the right of the word, separating it from the company name.

**SIGNATURE
PUBLIC FUNDING**

October 19, 2017

Mr. Melvin Turner, Finance Director
City of Vestavia Hills, Alabama
1032 Montgomery Highway
Vestavia Hills, AL 35216


RE: Tax-Exempt Lease Purchase Financing Of Radios And Equipment

Dear Mr. Turner:

Signature Public Funding Corp. ("SPFC") is pleased to present to the City of Vestavia Hills, Alabama ("City") its proposal for the financing of new Radios And Equipment. The terms and conditions of our proposal are outlined in the attached terms sheet.

If you have questions about the proposal please contact me for clarification or follow-up. Otherwise, it is a pleasure to offer this proposal to the City and we look forward to your favorable acknowledgment.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas S. Dillon". The signature is fluid and cursive, written in a professional style.

Douglas S. Dillon
Executive Sales Officer

PROPOSAL & TERMS SHEET: BACKGROUND AND PARTIES

City of Vestavia Hills, Alabama

- LESSEE:** City of Vestavia Hills, AL (the “City” or “Lessee”), which shall be political subdivision or body corporate and politic of the State of Alabama and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”).
- LESSOR:** Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank (“SPFC” or “Lessor”), or its Assignee.
- TYPE OF FINANCING:** A Lease Schedule to a Master Lease Purchase Agreement (the “Lease”) where Lessee is responsible for all costs of operation, maintenance, insurance, taxes (if applicable) and the like. Said Lease shall be subject to the annual appropriation of funds by Lessee’s governing body. Lease Payments will be calculated on a 30/360 amortization basis. The Lease will not be a general obligation of the Lessee or the State of Alabama. The Lease shall be governed by the laws of the State of Alabama and shall comply with all applicable State and federal laws and regulations.
- TAX EXEMPT STATUS:** Lessee acknowledges that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2017 will (or may not) exceed ten million (\$10,000,000.00) dollars.
- The Agreement will be a tax-exempt financing such that the interest component of the Lease payments will be excludable from the Lessor’s gross income for federal income tax calculations and exempt from all taxation in the State. The Lessee covenants and agrees to comply with all requirements of the Internal Revenue Code of 1986, as amended, and all other applicable rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such Federal and State income taxes. If as a result of the Lessee’s failure to comply with the foregoing covenant or as a result of a change in laws or the marginal corporate income tax rate the interest portion of the Lease payments is included in the Lessor’s federal or state gross income tax calculations, then the interest due under the Lease may be adjusted for the affect of the failure or

change, together with any fees or penalties resulting if due to non-compliance.

The Lessee will hold legal title to the Equipment, and federal tax ownership will be deemed to be with the Lessee.

The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with the MSRB or as broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary.

PROJECT/USE OF PROCEEDS:

The “Equipment” will be new Radios And Equipment as identified in the bid materials distributed via e-mail on October 13, 2017. The Equipment will be delivered by vendors of the City’s choosing. Equipment specifics like model number, MSN and options will be more fully set forth on the Lease Schedule and/or Acceptance Certificates delivered in connection with the Lease. The “Equipment Cost” and “Lease Proceeds” is estimated to not exceed \$951,500.00. The final lease proceeds will be adjusted for the final costs of the Equipment and reasonable transaction expenses agreed to be financed between the parties.

TERM, RATES, AND PAYMENTS:

TERM	INTEREST RATE*	STRUCTURE	FIRST PAYMENT DUE	NO. OF PAYMENTS	PAYMENT AND AMORTIZATION
7 YEARS	2.11%	ANNUAL	In Arrears	7	See Annex A

*Interest Rate is equal to a margin over the average life Interest Rate SWAP as of October 19, 2017. The Interest Rate is subject to an adjustment for changes in the Interest SWAP if the transaction does not close before November 15, 2017 unless this proposal is accepted on or before November 15, 2017.

Sample amortization tables can be found attached hereto as Annex A.

PROPOSAL & TERMS SHEET: LEASE TERMS, AMOUNT, & RATES
City of Vestavia Hills, Alabama

PREPAYMENT OPTIONS:

The Lessee can exercise its right to prepay its obligations under the Lease in whole (partial prepayments are permitted with respect to damaged items of Equipment or unused lease proceeds remaining in the Escrow Account) on any scheduled payment date following 30 days' notice by paying the Prepayment Price to the Lessor. Prepayment Price is equal to the sum of: (a) the Lease Payment due on such date, (b) all other amounts due and owing under the Lease, and (c) 101% of the Remaining Principal Balance.

SECURITY:

The Lessee will grant Lessor a first priority and perfected security interest in the Equipment, Escrow Fund (if any), and all proceeds with respect to the foregoing. Lessor will file UCC-1 financing statements and fixture filings in order to perfect its security interest at its cost and expense; provided, however, that Lessee will provide Lessor with all reasonably requested information in order to make such filings. To the extent that any portion of the Equipment consists of titled vehicles or equipment, Lessee will list Lessor as a first position lienholder on such titles. Lessee is obligated to make all Rental and other Payments due under the Lease subject to its appropriation in each Fiscal Year of sufficient amounts of legally available funds.

ESCROW FUNDING:

SPFC has assumed funding of the Lease Proceeds to the vendors of the Equipment and to pay closing costs, if any, at closing. If required by Lessee, the Lessor will agree to fund the Equipment Cost into an escrow account for this transaction. The Escrow Account will be with Signature Bank (the "Escrow Agent") using the Escrow Agent's standard form of escrow agreement with such changes as may be agreed by the parties. SPFC will review and approve escrow disbursements prior to Escrow Agent disbursing funds. It is assumed that all interest earnings will accrue for benefit of the Board and that unused portions of the escrow account will be applied to the Prepayment of the Lease. If an Escrow Fund is required, the Board will be responsible for all escrow fees charged by the Escrow Agent for administrative and investment activities related to the escrow account. The Standard Signature Bank Escrow Account has a one time fee of \$0.00.

PROPOSAL AND TERMS SHEET

Fixed Rate Tax-Exempt Lease Purchase
Financing Of New Radios And Equipment

By and Between

Signature Public Funding Corp.

and the

City of Vestavia Hills, Alabama



**SIGNATURE
PUBLIC FUNDING**

Signature Public Funding Corp.,
a wholly-owned subsidiary of Signature Bank

REIMBURSEMENT:

If the City intends to be reimbursed for any cost associated with the Project, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

INSURANCE:

Lessee may choose to self-insure or provide alternate coverage on the terms and conditions acceptable to and previously approved by the Lessor.

In the alternative to self-insurance the City will furnish evidence of continuing all-risk property and casualty coverage for the greater of the Prepayment Price and/or replacement value of the Equipment and liability coverage of at least \$1,000,000 per occurrence for each property and bodily injury liability, with a minimum of \$3,000,000 aggregate (\$5,000,000 for vehicles) for the Lease financed hereunder for the full term thereof. Such property and liability coverages shall, respectively, name Lessor as loss payee and additional insured.

AUTHORIZED SIGNORS:

The Lessee's governing body shall provide SPFC with its resolution or other evidence of authority to acquire the Equipment, enter into the Lease/financing thereof, and to execute the Lease Documentation and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish SPFC with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the authority of the City, the approval of the Project, and the approval of the documents used herein. This opinion shall be in a form and substance satisfactory to SPFC; however, such opinion may be delivered by the City's internal counsel. Upon request by Lessee and agreement of the Lessor, the tax portion of the opinion may be waived for this transaction.

LEASE DOCUMENTATION:

The Lease Documentation will be prepared by the Lessor and subject to approval by the City, its counsel, the Lessor, and its counsel. The Lessee will be responsible for a \$0.00 documentation fee that can be financed with Lease Proceeds. Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the the Lessor's credit approval.

RATE LOCK EXPIRATION:

Upon award, the Lessor will set the rate, seek a rate lock and use all reasonable efforts to hold the quoted interest rate until the funding date, and no later than November 15, 2017, provided the City notifies the Lessor in writing that the proposal has been accepted, subject to governing body approval, by October 26, 2017.

If funding does not take place by November 15, 2017, the Interest Rate and Payments may be adjusted based on the changes to the average life Interest Rate Swap in effect on any of the three (3) days prior to funding. Once set, the Interest Rate and Payments will remain fixed for the term.

DUE DILIGENCE:

The City shall provide to the Lessor a final, executed (if available) copy of the Purchase Agreement or Invoice, three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the current Fiscal Year and such other financial information relating to the ability of City to continue the Lease as may be reasonably requested by the Lessor. This proposal shall not be construed as a commitment to a lease or lend by and is subject to final credit approval by the Credit/Investment Committee of Signature Public Funding Corp. and Signature Bank and approval of the definitive lease documents in Signature Public Funding Corp.'s sole discretion. To render a credit decision, the City shall provide the Lessor with the information requested above. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Lease Documents.

PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE
City of Vestavia Hills, Alabama

ACCEPTANCE BY CITY:

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., has been reviewed, agreed to, and accepted by the City of Vestavia Hills, Alabama on _____, 2017.

AGREED AND ACCEPTED:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Ashley C. Curry
Mayor

By: _____
Jeffrey Downes
City Manager

ATTESTED BY:

By: _____
Rebecca Leavings, CMC/MMC
City Clerk

Annex A: Sample Amortization tables illustrating funding on November 1, 2017**7-Year Term with Annual Payments in Arrears****Interest Rate:** 2.11%

<u>Date</u>	<u>Funding Amount</u>	<u>Quarterly Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Unamortized Balance</u>	<u>Prepayment Amount</u>
11/1/2017	951,500.00	-	-	-	951,500.00	961,015.00
11/1/2018	-	147,640.40	20,076.65	127,563.75	823,936.25	832,175.61
11/1/2019	-	147,640.40	17,385.05	130,255.35	693,680.90	700,617.71
11/1/2020	-	147,640.40	14,636.66	133,003.74	560,677.16	566,283.93
11/1/2021	-	147,640.40	11,830.28	135,810.12	424,867.04	429,115.71
11/1/2022	-	147,640.40	8,964.69	138,675.71	286,191.33	289,053.24
11/1/2023	-	147,640.40	6,038.63	141,601.77	144,589.56	146,035.46
11/1/2024	-	147,640.40	3,050.84	144,589.56	-	-
Total	951,500.00	1,033,482.80	81,982.80	951,500.00		

RESOLUTION NUMBER 4999

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 2535 Ivy Glenn Drive; a copy of which is marked as "Exhibit A," attached to and incorporated into this Resolution Number 4999 as if written fully therein; and

WHEREAS, a public hearing was conducted at the regularly scheduled City Council meeting of November 13, 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 2535 Ivy Glenn 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 13th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

1 ORI # AL0010900	2 Date of Report 10 26 17	3 Time of Report 14:00	4 Incident Type Report <input type="checkbox"/> AM <input type="checkbox"/> PM <input checked="" type="checkbox"/> MIL	<input type="checkbox"/> Incident <input checked="" type="checkbox"/> Offense <input type="checkbox"/> Supplement	5 Supplement Date	6 Agency Case Number 2017-00030955
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8 Agency Name: **Vestavia Hills Police Department** 9 Sector: _____

10 Type of Incident or Offense <input type="checkbox"/> Felony <input checked="" type="checkbox"/> Misdemeanor <input type="checkbox"/> Attempted <input checked="" type="checkbox"/> Completed Weeds	11 Degree (Circle) 1 2 3	12 UCR Code	13 State Code/Local Ordinance VHC 302.4
--	-----------------------------	-------------	---

14 Type of Incident or Offense <input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor <input type="checkbox"/> Attempted <input type="checkbox"/> Completed	15 Degree (Circle) 1 2 3	16 UCR Code	17 State Code/Local Ordinance
--	-----------------------------	-------------	-------------------------------

18 Place of Occurrence <input type="checkbox"/> Check here if event occurred at victim's residence	Victim Demographics (Where victim is an individual)		
If offense occurred at victim's residence, then only the approximate location should be listed in this section. (For example, a block number should be entered.) If the offense occurred elsewhere, then the specific address should be listed here.	19 Sex <input type="checkbox"/> M <input type="checkbox"/> F	20 Race <input type="checkbox"/> W <input type="checkbox"/> B <input type="checkbox"/> A <input type="checkbox"/> I	21 Ethnicity <input type="checkbox"/> Hispanic <input type="checkbox"/> Other
	22 Multiple Victims <input type="checkbox"/> LE Officer	23 Age	27 Bias Code

29 Point of Entry <input type="checkbox"/> Door <input type="checkbox"/> Roof <input type="checkbox"/> Window <input type="checkbox"/> Other	30 Method of Entry <input type="checkbox"/> Forcible <input type="checkbox"/> Attempted Forcible <input type="checkbox"/> No Force	31 Local Use	32 Lighting <input checked="" type="radio"/> Natural 2 Moon 3 Artificial Exterior 4 Artificial Interior 5 Unknown	33 Weather <input checked="" type="radio"/> Clear 2 Cloudy 3 Rain 4 Fog 5 Snow 6 Hail 7 Unknown	34 Location Type (Circle) 01 Terminal 02 Bank 03 Bar 04 Church 05 Commercial 06 Construction 07 Conv Store 08 Dept Store 09 Drug Store 10 Field/Woods 11 Govt/Public Building 12 Supermarket 13 Highway/Street 14 Hotel/Motel 15 Jail/Prison 16 Lake/Waterway 17 Liquor Store 18 Parking Lot/Garage 19 Storage Facility <input checked="" type="radio"/> 20 Residence/Home 21 Restaurant 22 School/College 23 Service/Gas Station 24 Specialty Store 25 Other/Unknown
---	---	--------------	--	--	--

42 Type Criminal Activity B Buying/Receiving D Distributing/Selling O Operating/Promoting T Transporting/Importing C Cultivating/Manu E Exploiting Children P Possessing/Concealing U Using/Consuming	43 Victim Type I Individual F Financial (Bank) R Religious Org B Business G Government S Society
---	--

44 Loss Code	45 Property Code	46 Qty	47 Property Description Include Make, Model, Size Type, Serial #, Color, Drug Type, Drug Qty, Etc.	48 Dollar Value		49 Recovered	
				Stolen	Damaged	Date	Value

Loss Code (Enter letter in loss code column) S Stolen B Burned R Recovered F Forged/ D Damaged/ Counterfeited Destroyed N None C Confiscated/ Seized	Property Code (Enter # in property type column) 01 Aircraft 02 Alcohol 03 Autos 04 Bicycles 05 Buses 06 Clothes	07 Computer 08 Consumables 09 Credit Card 10 Drugs 11 Drug Equip 12 Farm Equip 13 Firearms 14 Gambling Equipment 15 Heavy Construction	16 Household Goods 17 Jewelry 18 Livestock 19 Merchandise 20 Money 21 Negotiable Instrument 22 Non-negotiable Instru 23 Office Equipment 24 Other Motor Vehicle	25 Purse/Wallet 26 Radios/TV/VCR 27 Recordings 28 RV's 29 Structure - Single Occupancy Dwelling 30 Structure - Other Dwelling 31 Structure - Other Commercial 32 Structure - Industrial/ Manufacturing 33 Structure - Public/Community	34 Structure - Storage 35 Structure - Other 36 Tools - Power/Hand 37 Trucks 38 Vehicle Parts/Accessories 39 Watercraft 77 Other
---	--	--	---	--	---

50 Stolen Vehicle Only <input type="checkbox"/> Area Stolen <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Rural	51 Ownership verified by: <input type="checkbox"/> Tag Receipt <input type="checkbox"/> Title <input type="checkbox"/> Bill of Sale <input type="checkbox"/> Other	52 Veh. Categories <input type="checkbox"/> Recovered <input type="checkbox"/> Stolen <input type="checkbox"/> Victim's Vehicle <input type="checkbox"/> Suspect's Vehicle <input type="checkbox"/> Abandoned <input type="checkbox"/> Unauthorized Use <input type="checkbox"/> Other
--	---	---

53 Vehicle Year	54 Vehicle Make	55 Vehicle Model	56 Number Veh Stolen	57 Vehicle Description
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58 Vehicle Style	59 Vehicle Color Top _____ Bottom _____	60 License	61 LST	62 LIY	63 Tag Color
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64 Vehicle VIN Number	65 Warrant Signed <input type="checkbox"/> Yes <input type="checkbox"/> No	Warrant Number
-----------------------	---	----------------

Motor Vehicle Recovery Only Required For 24XX UCR Code	66 Stolen in your jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No Where?	67 Recovered in your jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No Where?
--	--	---

68 Case #	69 SFX	70 Case #	71 SFX	72 Case #	73 SFX
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74 Case Status 1 Pending 2 Inactive <input checked="" type="radio"/> 3 Closed	75 Multiple Cases Closed Listed Above Multiple Cases Closed Listed On Supplement <input type="checkbox"/>	76 Entered NCIC/ACJIC <input type="checkbox"/> Yes <input type="checkbox"/> No	77 Case Disposition 1 Cleared by Arrest (Juvenile) 2 Cleared by Arrest (Adult) 3 Unfounded 4 Exceptional Clearance 5 Administratively Cleared	78 Exceptional Clearance (Circle One) A Suspect/Offender Dead B Prosecution Declined/ Other Prosecution C Extradition Denied D Victim Refused to Cooperate E Juvenile (No Custody) F Death of Victim	79 Reporting Officer Coleman, James Officer ID Number
Date (MM/DD/YY)	NIC/AIN #:	80 Assisting Officer Officer ID Number	81 Supervisor Approval Officer ID Number	82 Watch Commander Officer ID Number	

28 Domestic Violence
Yes No

EVENT

PROPERTY

VEHICLES

ADMINISTRATION

Incident/Offense Report - Continued		83 Date of Report (MM/DD/YY) 10 26 17		84 Time of Report 14:00		85 Agency Case Number 2017-00030955		87 <input type="checkbox"/> Offender <input type="checkbox"/> Check if Multiple <input type="checkbox"/> Suspect <input type="checkbox"/> Missing Person	
88 Reported By (Last, First, Middle Name) Corp. J. Coleman,				<input type="checkbox"/> Victim Or		89 Suffix		90 <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	
94 Victim #		95 Victim (Last, First, Middle Name) City of Vestavia		96 Suffix		97 Address (Street, City, State, Zip) 1032 Montgomery Highway Vestavia Hills, AL 35216		98 Home Phone	
101 Employer/School		102 Occupation		103 Address (Street, City, State, Zip)		104 Work Phone (205)978-0140		93 Other Phone	
106 Sex <input type="checkbox"/> M <input type="checkbox"/> F		107 Race <input type="checkbox"/> W <input type="checkbox"/> B <input type="checkbox"/> A <input type="checkbox"/> I		108 Language <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other		109 HGT		110 WGT	
111 Date of Birth		112 Age		113 Victim SSN		114 Complainant SSN		105 Other Phone	
115 Multiple Victims <input type="checkbox"/> LE Officer <input type="checkbox"/>		116 Ethnicity <input type="checkbox"/> Hispanic <input type="checkbox"/> Other		117 Injury <input type="checkbox"/> Yes <input type="checkbox"/> No		118 Offender known to victim? <input type="checkbox"/> Yes <input type="checkbox"/> No		119 Victim was? (Explain Relationship)	
121 Weapons Used <input type="checkbox"/> Firearm <input type="checkbox"/> Knife		122 Description of Weapons/Firearms/Tools Used in Offense Describe:		<input type="checkbox"/> Handgun <input type="checkbox"/> Rifle <input type="checkbox"/> Shotgun <input type="checkbox"/> Unknown		120 Relationship Code		100 Other Phone	
123 Place of Occurrence 2535 Ivy Glenn Dr. Vestavia Hills, AL 35243		124 Type N None B Broken Bones I Internal Injury L Severe Laceration M Minor Injury O Other Major Injury T Loss of Teeth U Unconscious		125 Sector		126 Circumstances: Homicide & Assault		127 Location: Rape	
128 Assault <input type="checkbox"/> Simple <input type="checkbox"/> Aggravated		129 Treatment for Assault? <input type="checkbox"/> Yes <input type="checkbox"/> No		130 Verify for Rape Exam? <input type="checkbox"/> Yes <input type="checkbox"/> No		131 Treatment for Rape? <input type="checkbox"/> Yes <input type="checkbox"/> No		132 Off #	
133 Name (Last, First, Middle) Haney, Sonja, Rene		134 SFX		135 Alias		136 Social Security #		137 Race <input checked="" type="checkbox"/> W <input type="checkbox"/> B <input type="checkbox"/> A <input type="checkbox"/> I	
138 Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F		139 Date of Birth		140 Age		141 Address (Street, City, State, Zip) 2535 Ivy Glenn Dr. Vestavia Hills, AL 35243		142 HGT	
143 WGT		144 Ethnicity <input checked="" type="checkbox"/> Other		145 Language <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other		146 Probable Destination		147 Eye	
148 Hair		149 Complexion		150 Armed <input type="checkbox"/> Yes <input type="checkbox"/> No		151 Clothing		152 Scars <input type="checkbox"/> Marks <input type="checkbox"/> Tattoos <input type="checkbox"/> Amputations	
153 Arrested <input type="checkbox"/> Dual Arrest (Domestic Violence) <input type="checkbox"/> Wanted <input type="checkbox"/>		154 Off #		155 Name (Last, First, Middle)		156 SFX		157 Alias	
158 Social Security #		159 Race <input type="checkbox"/> W <input type="checkbox"/> B <input type="checkbox"/> A <input type="checkbox"/> I		160 Sex <input type="checkbox"/> M <input type="checkbox"/> F		161 Date of Birth		162 Age	
163 Address (Street, City, State, Zip)		164 HGT		165 WGT		166 Ethnicity <input type="checkbox"/> Hispanic <input type="checkbox"/> Other		167 Language <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other	
168 Probable Destination		169 Eye		170 Hair		171 Complexion		172 Armed <input type="checkbox"/> Yes <input type="checkbox"/> No	
173 Clothing		174 Scars <input type="checkbox"/> Marks <input type="checkbox"/> Tattoos <input type="checkbox"/> Amputations		175 Arrested <input type="checkbox"/> Dual Arrest (Domestic Violence) <input type="checkbox"/> Wanted <input type="checkbox"/>		176 Name (Last, First, Middle)		177 Sex	
178 Race		179 Date of Birth		180 Address		181 Home		182 Work	
183 Other		184 Name (Last, First, Middle)		185 Sex		186 Race		187 Date of Birth	
188 Address		189 Home		190 Work		191 Other		192 Name (Last, First, Middle)	
193 Sex		194 Race		195 Date of Birth		196 Address		197 Home	
198 Work		199 Other		200 Witness # 1 SSN		201 Witness # 2 SSN		202 Witness # 3 SSN	
203 10-26-2017 512 Weed Ordinance Corporal Coleman has received numerous complaints about the listed property. The property is a nuisance to the neighborhood. Corp. Coleman received this complaint through the City's Action Center. The neighbors were complaining about the owner not keeping her bushes trimmed. The maintenance of bushes falls under the City's Weed Ordinance. Corp. Coleman left a letter taped to the front door of the house on October 10, 2017. The letter stated that the property was in violation of the weed ordinance and the bushes needed to be trimmed within 48 Hrs. On October 19, 2017, Corp. went back by the property and nothing had been touched. At that time a notice was placed on the front door. The notice stated if the bushes hadn't been trimmed before the 13th of November, the matter would be taken before the City Council. The City Council would decide if the property is a nuisance.									
204 Continued on Supplement <input type="checkbox"/> Yes <input type="checkbox"/> No		205 Assisting Agency ORI		206 Assisting Agency Case Number		207 SFX		208 Warrant Signed <input type="checkbox"/> Yes <input type="checkbox"/> No	
209 Add. Cases Closed Narrative <input type="checkbox"/> Y <input type="checkbox"/> N		210 I hereby affirm that I have read this report and that all the information given by me is correct to the best of my knowledge. I will assume full responsibility for notifying the agency if any stolen property or missing person herein reported is returned.		211 Local Use		212 State Use		Signature	

**ADDITIONAL INCIDENT/OFFENSE
NARRATIVE CONTINUED**

79 Date and Time of Report			
Mo	Da	Yr	
1	0	2	6
1	7		
82 Type Report: <input checked="" type="checkbox"/> 1. Continuation <input type="checkbox"/> 2. Follow-up			

14:00

<input type="checkbox"/> AM
<input type="checkbox"/> PM
<input checked="" type="checkbox"/> ML

80 Case #

2|0|1|7|-|0|0|0|3|0|9|5|5|

10-26-2017 512 Weed Ordinance

NARRATIVE

NARRATIVE

NARRATIVE



VESTAVIA HILLS
POLICE DEPARTMENT

ASHLEY C. CURRY
Mayor

DANNY P. RARY
Chief of Police

October 10, 2017

To: Owner of listed property

Property Location: 2535 Ivy Glen Dr.
Vestavia Hills, Al. 35243

A complaint has been received that the following Violation exists on the above referenced property.

City Ordinance Number 2567

All premises and exterior property shall be maintained free from weeds or plant growth in excess of (12) twelve inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation. This is pertaining to the front yard and backyard's bushes. They need to be trimmed.

Legal action will be taken against you if the yard is not taken care of within 48 Hrs.

Please give me a call so we can resolve this matter at 205-978-0113

A handwritten signature in black ink, appearing to read "Jimmy Coleman".

Respectfully,

Corporal Jimmy Coleman
Code Enforcement

Vestavia Hills Police Department







RESOLUTION NUMBER 5001

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A MASTER SERVICES AGREEMENT AND A SCHEDULE NO. 001 TO THE MASTER SERVICES AGREEMENT FOR REVENUE AND AUDITING SERVICES FOR THE CITY OF VESTAVIA HILLS

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

1. The Mayor and the City Manager are hereby authorized to execute and deliver a Master Services Agreement with Public Resource Management Alliance Corporation for revenue services for the City of Vestavia Hills; a copy of said Master Services Agreement is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5001 as though written fully therein; and
2. The Mayor and the City Manager are hereby authorized to execute and deliver a Schedule No. 001 to the above referenced Master Services Agreement with Public Resource Management Alliance Corporation for auditing services for the City of Vestavia Hills; a copy of said Schedule No. 001 to the Master Services Agreement is marked as Exhibit B and is attached to and incorporated into this Resolution Number 5001 as though written fully therein; and
3. This Resolution Number 5001 shall become effective upon adoption and approval.

ADOPTED and APPROVED this the 13th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into by and between **PUBLIC RESOURCE MANAGEMENT ALLIANCE CORPORATION**, a Colorado corporation (“PReMA Corp”), and the **CITY OF VESTAVIA HILLS**, an Alabama municipality (“Vestavia Hills” or “City”), effective as of the last date that is signed below by a party (the “Effective Date”).

WITNESSETH:

WHEREAS, PReMA Corp is engaged in the business of rendering revenue administration, collection, discovery, and performing auditing services;

WHEREAS, the City of Vestavia Hills desires to contract with PReMA Corp to obtain the Services as provided for in Section 1 of this Agreement upon the terms and conditions contained in this Agreement; and

WHEREAS, PReMA Corp desires to contract with the City of Vestavia Hills to render the Services as stated in certain Schedule(s) for this Agreement upon the terms and conditions contained in this Agreement and those Schedules.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the City of Vestavia Hills and PReMA Corp agree as follows:

1. Services. PReMA Corp shall perform those services (the “Services”) described in the annexed schedule and all separate schedules later executed and annexed (collectively, the “Schedules” and, individually, a “Schedule”) upon the terms and conditions contained in this Agreement and those Schedules.

2. Fees. As compensation for the performance of the respective Services, Vestavia Hills shall pay PReMA Corp fees (the “Fees”) as provided for in the Schedule related to the respective Services.

In the event that the Fees for Services on a Schedule consists of an hourly component, Vestavia Hills acknowledges and agrees that PReMA Corp may perform the Services using labor from PReMA Corp’s affiliated companies, and such labor shall be billed to Vestavia Hills under the same billing terms applicable to PReMA Corp’s employees. Unless specified on a Schedule, PReMA Corp will not bill Vestavia Hills on an hourly basis for Services, and Vestavia Hills will not pay hourly labor charges.

3. Expenses. In the event that a Schedule for Services provides that PReMA Corp will be reimbursed for travel, meals, copying, communication charges or other expenses it incurs in connection with its provision of those Services (hereinafter collectively “Reimbursable Expenses”), Vestavia Hills shall reimburse PReMA Corp for those Reimbursable Expenses. Unless specified on a Schedule, PReMA Corp will not bill Vestavia Hills for any Reimbursable Expenses, and Vestavia Hills will not pay any of those Expenses.

4. Invoices and Terms of Payment.

4.1. Submission of Invoices. PReMA Corp shall invoice Vestavia Hills periodically for the Fees earned and Reimbursable Expenses incurred by PReMA Corp (as specified on an applicable Schedule) pursuant to this Agreement. PReMA Corp may, in its sole discretion, issue separate invoices for Services rendered pursuant to separate Schedules. Vestavia Hills acknowledges and agrees that in some instances (e.g., the collection of business license tax revenue and audit revenue) the Fees earned and Reimbursable Expenses incurred by PReMA Corp (if any are payable) pursuant to this Agreement will be withheld by PReMA Corp from the remittances paid to the City in connection with its performance of the Services; provided, however, that with respect to such Fees and Reimbursable Expenses (if any are payable), PReMA Corp shall issue to Vestavia Hills a periodic statement setting forth the manner in which such Fees and Reimbursable Expenses were determined and the amount withheld with respect to the payment of those items.

4.2. Payment of Invoices; Accrual of Interest on Unpaid Balances; Disputed Amounts. Invoices are due and payable within thirty (30) days after receipt. Payments will first be credited to interest and then to principal. In the event that Vestavia Hills disputes or contests an invoice, only that portion so disputed or contested in good faith shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the invoice and shall be payable immediately if the contested invoice is resolved in favor of PReMA Corp.

4.3. Remedies for Failure to Timely Pay Invoices; Suspension of Services. If Vestavia Hills fails to timely pay invoices and delinquent amounts are determined in subsequent litigation to be owed to PReMA Corp, Vestavia Hills shall be obligated to pay PReMA Corp any interest on the delinquency that is recoverable under applicable law and the reasonable attorney fees it incurs in any such action. In addition, if Vestavia Hills fails to fully pay an undisputed amount, PReMA Corp may, after giving thirty (30) days written notice to Vestavia Hills, suspend the rendering of Services under this Agreement until said invoice is paid in full. In the event of suspension of Services under this Section 4.3, PReMA Corp will have no liability to Vestavia Hills for delays or damages caused to it because of such suspension of Services.

5. Standard of Care; Insurance.

5.1. Standard of Care. The standard of care applicable to PReMA Corp's provision of the Services will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time PReMA Corp's Services are performed.

5.2. Insurance. Throughout the Term of this Agreement PReMA Corp shall maintain the following insurance:

- i) *Worker's Compensation Insurance.* Worker's compensation and employer's liability insurance as required by the State.

ii) *Automobile and Vehicle Liability Insurance.* Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

iii) *Professional Liability Insurance.* Professional liability insurance covering claims for any errors or omissions, with \$1,000,000 limit of liability.

iv) *Comprehensive General Liability Insurance.* Comprehensive liability insurance covering claims arising out of PReMA's operations and performance of Services, including coverage for contractual obligations assumed hereunder, with \$1,000,000 combined limits.

6. Obligations of Vestavia Hills. In addition to performing any of its obligations set forth in a Schedule(s), Vestavia Hills will perform the following:

6.1. Furnishing of Data. Vestavia Hills will promptly provide to PReMA Corp all data in its possession that Vestavia Hills determines is reasonably related to or is reasonably necessary for PReMA Corp's performance of the Services. PReMA Corp shall be permitted to rely on the accuracy, timeliness, and completeness of the information provided by Vestavia Hills, and in no event shall PReMA Corp be liable to Vestavia Hills as a result of such reliance. Further, in no event will Vestavia Hills be liable to PReMA Corp in the event of inaccuracies or errors in the data it furnishes.

6.2. Access to Facilities and Property. On mutually acceptable conditions and times, Vestavia Hills will make its facilities (including, without limitation, its offices and computer system) accessible to PReMA Corp as required for it to perform the Services.

6.3. Timely Review. Vestavia Hills will promptly examine PReMA Corp's reports, specifications, notices, proposals, and other documents. In the event that a decision is required by Vestavia Hills in order for PReMA Corp to perform the Services, Vestavia Hills shall; render such decision in writing in a timely manner.

6.4. Litigation. Regardless whether PReMA Corp has performed Services with respect to a delinquent account, the parties agree and understand that Vestavia Hills, in the exercise of its sole discretion, shall determine whether to file or bring any lawsuit or formal administrative action against third parties to collect amounts owed for any such delinquent account. Further, the parties agree that, if Vestavia Hills elects to bring any such litigation or administrative action, (a) Vestavia Hills shall bear the expense of that action, and (b) the Services to be performed by PReMA Corp do not include it supporting, preparing, documenting or otherwise assisting Vestavia Hills in any such lawsuit or action that it brings ("Litigation Services"). If Vestavia Hills requests PReMA Corp to perform any Litigation Services, Vestavia Hills will reimburse PReMA Corp for that work based on a mutually agreed upon compensation arrangement.

7. General Provisions.

7.1. Authorization to Proceed. Each individual Schedule of Services that is contemplated shall require authorization of Vestavia Hills, or its designated representative, prior to PReMA Corp performing the specific services identified in the respective schedule.

7.2. Force Majeure. Neither party is responsible for damages or delay in the performance of their respective obligations hereunder that are caused by acts of God, strikes, lockouts, accidents, or other events beyond their reasonable control.

7.3. Limitations of Liability:

i) *Cap.* PReMA Corp's liability for loss, expenses or damages incurred by Vestavia Hills that arise from the performance of Services by PReMA Corp shall not, in the aggregate, exceed the amount of the minimum limits of the Comprehensive Liability Insurance coverage or Professional Liability coverage provided by PReMA Corp under this Agreement. The limitation of liability contained in this section shall apply whether PReMA Corp's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause. Said limitations shall apply to PReMA Corp's officers, directors, affiliated corporations, employees, and subcontractors.

ii) *Consequential Damages.* PReMA and Vestavia Hills waive claims against each other for consequential, indirect, special, punitive, and exemplary damages, and for any other damages in excess of direct, compensatory damages that arise from their failure to perform their respective obligations under this Agreement. The parties agree and acknowledge that, in the event either of them asserts or makes any claim, demand or action of any type against the other party arising from an alleged breach of this agreement or failure of either to perform any of their respective obligations hereunder, the maximum amount that a party may recover from the other as damages in any such action is limited to the actual damages that directly arise from that breach and are proven in a court of law. The parties agree and acknowledge that the commercial terms herein were proposed and based on the assumption that this specific limitation is applicable, and that neither of them would not have entered into this agreement without its inclusion. In no event will either party be liable to the other party for any indirect, incidental, consequential, punitive, reliance or other special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased cost of operations, resulting from an alleged breach. Notwithstanding, nothing in this provision is intended to affect or limit PReMA's obligations in section 7.4 below or elsewhere in this Agreement to indemnify Vestavia Hills for claims made or asserted against it.

iii) *Indemnification.* Notwithstanding any other provisions of this Agreement, PReMA Corp shall defend, indemnify and hold Vestavia Hills harmless from any and all claims, damages, losses, and expenses, including litigation costs and attorney's fees, to the extent that such arise from (a) the failure of PReMA Corp to

perform its obligations hereunder, or (b) the negligence or willful misconduct of PReMA Corp, or any of its employees, officers, agents or subcontractors, in the performance of the Services.

7.4. Amendment. No amendment of any provision of this Agreement of the Schedules shall be valid unless the same shall be in writing and signed by all of the parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7.5. Termination. This Agreement shall commence on the Effective Date and shall continue to be in force for a period of three (3) years (the "Term") or the end of the period for performance of a Project on a Schedule, whichever occurs last.

Notwithstanding, if the period for performance of a Project on a Schedule has not expired, either party may terminate this Agreement without cause prior to the expiration of its Term by giving the other party written notice in the manner set forth below. On expiration or termination of this Agreement (or a Project on a Schedule) without cause, (a) PReMA Corp shall be paid for all Fees earned and Reimbursable Expenses (if any are payable) incurred through the expiration or termination date, and (b) PReMA Corp will return all data furnished to it by Vestavia Hills in a reasonably appropriate electronic format, and will otherwise reasonably cooperate and assist in any transition of the performance of Services by another provider.

Additionally, the failure of a party to perform a material obligation hereunder owed to the other through no fault of the other party shall be deemed a "Default". This Agreement, and any ongoing Project that is set forth on a Schedule, may be terminated for cause by a party effective thirty (30) days after it provides written notice of a Default to the defaulting party if the defaulting party fails to (a) cure a Default with such correction period, or (b) if the Default is of a nature that reasonably cannot be cured within 30 days after written notice, the defaulting party fails to diligently commence correction of such nonperformance within that period and promptly correct same. The following are among good reasons to terminate for cause: (i) the failure of Vestavia Hills to make timely payments for uncontested amounts due under this Agreement; and (ii) the failure of PReMA Corp to perform the Services in the time period on a Schedule or in the manner contemplated herein.

On termination of this Agreement (or a Project on a Schedule) for cause, PReMA Corp shall return to Vestavia Hills all data previously provided to it in connection with the Services and no party will owe any further obligation to the other on that Project; provided that if PReMA Corp has not defaulted on its obligations under this Agreement (or with respect to a Project on a Schedule), PReMA Corp shall be paid for all Fees earned and Reimbursable Expenses (if any are payable) incurred through the termination date. Also, on termination for cause, PReMA Corp will return all data furnished to it by Vestavia Hills in a reasonably appropriate electronic format, and will otherwise reasonably cooperate and assist in any transition of the performance of Services by another provider.

7.6. Severability and Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Notwithstanding any other provision of this Agreement, the obligations in Sections 7.3, 7.4, 7.5, 7.6, 7.14 and 7.20 shall survive the expiration or termination of this Agreement.

7.7. No Conflict of Interest. Neither the performance of the Services by PReMA Corp nor this Agreement shall preclude PReMA Corp from making proposals on or providing similar services to Vestavia Hills in the future. Without limiting the foregoing, information and knowledge gained by PReMA Corp in providing the Services shall not create or constitute a conflict of interest in making proposals on or providing additional services to Vestavia Hills.

7.8. Non-Exclusivity. This Agreement shall not limit the right of PReMA Corp to contract with other persons or entities to provide merchandise or services of any kind whatsoever, including, but not limited to services similar to the Services, nor shall this Agreement prohibit or limit PReMA Corp in any way from providing such services. Further, by entering this Agreement, Vestavia Hills does not grant PReMA Corp an exclusive right to perform for it services of the nature set forth herein (or on a Schedule).

7.9. Jurisdiction. The law of the State where the Services are being performed shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

7.10. Costs and Expenses of Legal Action. If a party is required to bring legal action to enforce their rights under this Agreement or as the result of a Default by the other party and prevails in any such action, the costs and expenses of the prevailing party, including reasonable attorneys' fees, shall be paid by the Defaulting party.

7.11. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights or benefits to anyone other than Vestavia Hills and PReMA Corp, it being the intent of the parties that there are no third party beneficiaries hereto.

7.12. Assignments. This is a bilateral personal services Agreement. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. The Agreement is binding on the successors and assigns of the parties hereto.

7.13. Confidentiality and Nondisclosure. The parties shall hold in confidence any confidential information obtained during the term of this Agreement, which shall include any material, data or information disclosed by either party to the other and not previously known by or disclosed to the public or to third persons, and shall include, without limitation, trade secrets, confidential reports, financial and operational information, customer, subscriber and contact lists, and other matters relating to the

operation of the businesses of Vestavia Hills and PReMA Corp (“Confidential Information”). Such Confidential Information will be kept strictly confidential by Vestavia Hills and PReMA Corp, its elected officials, employees, advisors or agents (“Representatives”), and except for disclosures made to Representatives who need to know in order to carry out this Agreement and/or person, firms or corporations specifically designated by PReMA Corp, Vestavia Hills and PReMA Corp shall not communicate or disclose any Confidential Information to any person, firm or corporation or use any such Confidential Information for its own account. Confidential Information shall not include: (a) any information that was part of the public domain when received or becomes a part of the public domain through no action or lack of action, Vestavia Hills, (b) prior to disclosure, was already in possession and not subject to an obligation of confidence or (c) subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship of the parties with respect to the information.

PReMA Corp acknowledges that Vestavia Hills is a governmental entity that may be obligated to disclose information to third parties pursuant to the open or public records laws of the State of Alabama. Therefore, notwithstanding any provision in this Section to the contrary, to the extent that Vestavia Hills determines, in the exercise of its reasonable discretion, that the disclosure of Confidential Information to a third party is required by state law, it does not commit to keep confidential all Information that either party may designate as Confidential. However, if PReMA Corp designates information as “Confidential,” before making any disclosure of that information to a third party who requests its disclosure, Vestavia Hills will notify the party requesting disclosure of PReMA Corp’s desire to protect the confidentiality of the that Information, and promptly notify PReMA Corp so that it will be afforded an opportunity to oppose the disclosure.

7.14. Ownership of Data, Work Product and Intellectual Property and Licenses. All data furnished by Vestavia Hills to assist PReMA Corp perform its Services shall remain the property of Vestavia Hills; provided that Vestavia Hills grants PReMA Corp a license to access and use such data solely for purposes reasonably related to the performance of Services contemplated herein or on a Schedule.

All reports, summaries, information, documents, flowcharts or other work product created by PReMA Corp that store, apply or otherwise utilize the data furnished by Vestavia Hills for PReMA Corp to perform the Services (collectively “Work Product”) shall remain the property of PReMA Corp; provided that PReMA Corp grants Vestavia Hills a license to access and use such Work Product solely for purposes reasonably related to the generation of revenue for it or in connection with the performance of Services contemplated herein or on a Schedule.

All discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and rights developed during the course of, or as a result of, providing the Services (collectively, “PReMA Intellectual Property”) shall be the sole

property of PReMA Corp; provided that PReMA Corp grants Vestavia Hills a license to access and use any such PReMA Intellectual Property solely for purposes reasonably related to the generation of revenue for it or in connection with the performance of Services contemplated herein or on a Schedule.

7.15. Notices. All notices under this Agreement will be in writing and will be deemed to have been given when such notice is (i) when delivered by the United States Postal Service First-Class Certified Mail, Return Receipt Requested, (ii) when delivered by express courier service, or (iii) when telecopied. Notices will, unless another address is specified in writing, be sent to the address indicated below:

Notices to PReMA Corp:

PReMA Corp
Attention: Sherry Howell
149 Pine Shadows Drive
Eclectic, AL 36024

Notices to Vestavia Hills:

City of Vestavia Hills, Alabama
Attention: Jeffrey Downes
PO Box 660854
Vestavia Hills, AL 35266-0854

7.16. Entire Agreement. This Agreement, together with any Schedules now or hereinafter attached hereto, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. The Services to be performed for Vestavia Hills by PReMA Corp are defined solely by this Agreement and the Schedules, and not by any other contract or agreement that may be associated with the performance of Services.

7.17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties shall not be required to sign the same counterpart in order for this Agreement to be binding.

7.18. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7.19. Compliance with Law. PReMA Corp will comply with all applicable federal and state laws, codes and regulations applicable to its provision of the Services (collectively hereinafter the “Laws”), including, but not limited to, the Alabama Taxpayer Bill of Rights, Fair Debt Collection Practices Act and any other Laws relating to the collection of indebtedness. This undertaking will survive the termination of this Agreement.

7.20. Permits/Licenses. Before commencing the Services, PReMA Corp, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to perform the Services (collectively, “Licensing”). PReMA Corp further agrees to maintain that Licensing throughout the performance of its Services.

7.21. Status of Parties. PReMA Corp is an independent contractor of Vestavia Hills. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between PReMA Corp and Vestavia Hills, or as establishing any relationship beyond PReMA Corp's role under the terms of this Agreement and as specified on a Schedule. Moreover, PReMA Corp and its employees and representatives shall have no legal authority to bind Vestavia Hills.

7.22. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

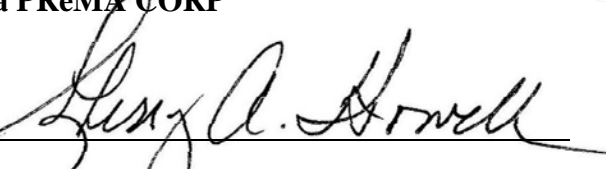
7.23. Authority. As additional inducement for the Vestavia Hills to enter this Agreement, PReMA Corp further represents as follows: (a) all actions required to be taken by or on behalf of it to execute the Agreement, and to perform its covenants, obligations and agreements hereunder, have been duly taken; and (b) the execution and performance of this Agreement do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which PReMA Corp is a party.

7.24. Immigration Law Compliance. If PReMA Corp employs any person or contractor in Alabama in connection with the performance of Services, PReMA Corp represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. PReMA Corp further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If PReMA Corp violates any term of this paragraph, the Agreement will be subject to immediate termination by Vestavia Hills. To the fullest extent permitted by law, it shall defend, indemnify and hold harmless Vestavia Hills from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to its failure to fulfill its obligations in this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed, sealed, and delivered this Agreement through their duly authorized representatives, as of the day and year first written above.

**PUBLIC RESOURCE MANAGEMENT
ALLIANCE CORPORATION
dba PReMA CORP**

**CITY OF VESTAVIA HILLS, ALABAMA
(VESTAVIA HILLS)**

By: 
Its Vice President

By: _____
Its City Manager

Date: October 31, 2017

Date: _____

By: _____

Its: Mayor

Date: _____

Attested By: _____

Its: City Clerk SEAL

SCHEDULE NO. 001 TO CITY/PReMA CORP MASTER AGREEMENT

This **SCHEDULE NO. 001** (this “Schedule”) to that certain Master Services Agreement effective as of _____, 2017, (the “Master Agreement”) is entered by and between **PUBLIC RESOURCE MANAGEMENT ALLIANCE CORPORATION**, a Colorado corporation (“PReMA Corp” or “PReMA”), and the **CITY OF VESTAVIA HILLS, ALABAMA** (“City” or “Vestavia Hills”) on this ____ day of _____, 2017 (the “Schedule Date”).

WITNESSETH:

WHEREAS, PReMA Corp has the knowledge and experience to provide audit services to determine if businesses operating in the City have paid the following amounts to the City: (i) amounts due for business licenses fees as provided in Chapter 8 of the City of Vestavia Hills Code of Ordinances (the “City Code”); and (ii) municipal construction sellers or consumers use taxes owed pursuant to Chapter 16 of the City Code; (such services being collectively referenced herein as “Audit Services”);

WHEREAS, PReMA Corp and the City desire to enter into this Schedule whereby PReMA Corp will provide the Audit Services described herein; and

WHEREAS, the City of Vestavia Hills utilizes another third party, Revenue Discovery Systems dba RDS, to provide audit services for the City’s Sales and Use Tax Administration; and

WHEREAS, it is the desire of all parties to work collaboratively to effect a smooth and efficient program that is non-disruptive to the City’s taxpayers and provides a seamless integration and cooperative effort; and

WHEREAS, PReMA Corp and the City of Vestavia Hills desire that, effective as of the Schedule Date, this Schedule be annexed and made a part of the Master Agreement, and that this Schedule continue in effect as provided for in the Master Agreement or in this Schedule.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the City of Vestavia Hills and PReMA Corp agree as follows:

1. Terms of Master Agreement; Capitalized Terms. Unless otherwise provided in this Schedule, capitalized terms that are not defined herein shall have the same meanings as in the Master Agreement. In the event of a conflict between the terms of the Master Agreement and those in this Schedule, the terms of this Schedule shall control.

2. Applicable Fees & Taxes Subject to Audit. The license fees, taxes and other payments owed to the City by Businesses for which PReMA Corp will provide the Audit Services are as follows (mark all that apply):

PILOT PROJECT - AUDITING SERVICES

<u>✓</u>	Sales taxes*	<u>✓</u>	Business licenses fees*
<u>✓</u>	Consumers use taxes*	<u> </u>	Vehicle use taxes
<u>✓</u>	Sellers use taxes*	<u>✓</u>	Construction use taxes*
<u> </u>	Lodging taxes	<u> </u>	Franchise fees
<u>✓</u>	Rental taxes*	<u> </u>	Automobile <i>ad valorem</i> taxes
<u>✓</u>	Lease taxes*	<u> </u>	Alcoholic beverage taxes

**Fees and Taxes subject to Audit and as marked above, are applicable to this Schedule 001 ONLY as they may relate to construction project(s) under audit, as approved by the City of Vestavia Hills.*

Other fees or taxes to be audited include any listed below:

(Collectively herein the “Applicable Taxes” or “Taxes”.)

3. Pilot Study and Initiation of Audit. The initiation of Audit Services shall commence upon the City’s request that PReMA Corp perform Audit Services concerning one or more construction project(s) and the type(s) of Applicable Taxes that the City designates. The designated audit(s) shall be considered a pilot study to examine potential for a more comprehensive audit program as it relates to construction projects in the City.

4. Scheduling of Audit(s)/Budgeting of Expenses. After the Construction Project(s) and type(s) of Taxes are selected and approved by the City, the parties will agree on a schedule for PReMA to perform the Audit Services for each audit, with consideration for taxpayer responsiveness. PReMA’s project manager for the audits will consult or meet bi-weekly with designated City staff ensuring an open-line of communication to provide updates and address any concerns the City may have. PReMA Corp will provide monthly audit status reports in a manner acceptable to the City staff outlining all activities that occur during that month. The report will include audits assigned to PReMA Corp for that month, audits completed that month, status of all audits assigned including issues that require intervention or assistance by the City, audit hours spent on each audit assigned during the period, and engagement status to date. If the City wishes to terminate an audit prior to completion, the City shall notify PReMA Corp in writing of that intention using a designed form that directs the auditor to terminate the audit. The auditor will notify the Taxpayer and provide a written report of findings and actions to the City. Additional reporting is provided upon request and as is determined to be necessary in the day-to-day operations of the City’s revenue stream for Taxes.

5. Scope of Audit Services. The Audit Services concerning a Business or Taxpayer will be conducted in the following manner:

a) PReMA Corp will provide an initial Pilot Audit Program with focus on at least one taxpayer and/or construction project in the City specific to Sellers and Consumers Use Tax, Rental and Lease Tax. Results of the Pilot Audit Program will provide the City with information required to proceed with additional audits of similar types of construction projects.

b) PReMA will conduct the audits of tax returns and reports filed with the City by audited Businesses and Taxpayers in a timely manner and in accordance with applicable State and local laws governing taxpayer audits (including, but not limited to, Title 40, Code of Alabama and the Taxpayer Bill of Rights), and consistent with the skill and diligence normally employed by professionals performing the same or similar services. The scope of PReMA Corp’s auditing services also includes it recommending timely and appropriate assessments against Businesses based on its audit findings.

6. Reports. PReMA will provide the City Finance Department, on a not less than monthly basis, a confidential report of audit status by taxpayer. This report will include a report of audit findings, if any.

7. Disputes with Businesses in Audit Process. The parties acknowledge, in the course of PReMA Corp’s Audit Services, those Businesses being audited may contest the amounts of Applicable Taxes (including interest and penalties) that are claimed to be owed (an “Audit Dispute”). PReMA Corp agrees that, in the event that an Audit Dispute arises, it will advise the City Finance Department of any such Dispute, and the City thereafter will attempt to resolve that Dispute with a Business in a manner that is acceptable to it. PReMA will have no authority to compromise the amount of Applicable Taxes that a Business may propose to pay to settle an Audit Dispute. Upon reasonable advance notice, PReMA agrees to provide documentation of its findings, meet with the Businesses if requested by the City and furnish other support reasonably requested by the City to assist in resolving any Audit Dispute. Any decisions to litigate or take formal administrative actions to collect Applicable Taxes owed by Businesses, Taxpayers and/or Franchisees shall be made by the City.

8. Collection of Applicable Taxes Generated by Audit Process. Any payments of Applicable Taxes by Businesses, Taxpayers and/or Franchisees that are generated by or arise from the performance of Audit Services will be made directly by the subject Business to the City.

9. Vestavia Hills Assistance; Services

a) The City shall promptly provide PReMA Corp with payment histories and other taxpayer information that may be pertinent to perform a thorough review of any Business or Taxpayer after those are approved for audit.

b) City will ensure, on behalf of PReMA Corp, the cooperation of RDS in the timely provision of taxpayer data and records pertinent and necessary to the efficiency and success of the project as described in this Schedule No. 001.

PILOT PROJECT - AUDITING SERVICES

10. Fees

a) The City of Vestavia Hills shall pay PReMA Corp the following fee (the “Fees”) in connection with the performance of its Audit Services:

Pilot Study.....\$ 80.00 per hour
(No Cost for first three (3) hours)

b) Invoicing for such Fees shall be submitted by PReMA Corp and processed by the City as provided in Section 4 of the Master Agreement.

11. Expenses

a) The City will reimburse PReMA Corp for the following expenses incurred by it in performing its Audit Services.

Mileage Prevailing IRS rate per mile

Air Fare, Lodging and Meals Exact Cost with no mark- up. NOTE:
No Air Fare, Lodging or Meal Expenses
will be paid by the City unless pre-
authorized by the City.

Printing and Photocopying Per
taxpayer audit and in excess of 100
pages \$.10 per copy

Charges Incidental to Securing Needed
Information (e.g., charges by third
parties to obtain information on
Business being audited)..... Exact cost with no mark-up

Postage and Delivery Costs..... Exact cost with no mark-up

Unless otherwise agreed in writing, no other type of Reimbursable Expense will be paid by the City in connection with Audit Services.

Invoicing for Reimbursable Expenses shall be submitted by PReMA and processed by the City as provided in Section 4 of the Master Agreement.

7. No Minimum Level of Revenue / Non-Exclusive Contractor. The City does not represent or covenant that PReMA Corp will receive any minimum level or amount of revenue in connection with its provision of Audit Services pursuant to this Schedule. Further, PReMA Corp is not designated by the City as the exclusive provider of such Audit Services.

8. Termination of Schedule. The term of this Schedule shall commence on the Schedule Date and continue in effect during the term of the Master Agreement.

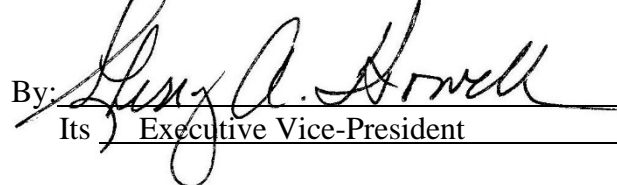
PILOT PROJECT - AUDITING SERVICES

Notwithstanding, except as provided immediately below, this Schedule may be terminated before its expiration as provided in Section 7.6 of the Master Agreement. Further, if Audit Services have been commenced with respect to a Licensed Business but not completed at the effective time of any termination other than one for cause, the parties agree that the Audit Services for that Licensed Business will be completed and that the terms herein shall continue to apply until those Services are completed.

IN WITNESS WHEREOF, the parties hereto have executed, sealed, and delivered this Agreement through their duly authorized representatives, as of the day and year first written above.

PReMA CORP:

**PUBLIC RESOURCE MANAGEMENT
ALLIANCE CORPORATION**

By: 
Its Executive Vice-President

Date: October 31, 2017

VESTAVIA HILLS:

**CITY OF VESTAVIA HILLS,
ALABAMA**

By: _____
Its City Manager

Date: _____

By: _____
Its Mayor

Date: _____

Attested By: _____
Its City Clerk

RESOLUTION NUMBER 5000

**A RESOLUTION OF THE CITY OF VESTAVIA HILLS AUTHORIZING
LWCF PROJECT AMENDMENT IN ORDER TO ALLOW DISPOSITION
OF SURPLUS PROPERTY AT WALD PARK**

WHEREAS, the original fifty-year restrictive covenants have expired since 2010 for property the City received in 1960 as a donation from the Wald family, which said property totals 31+ acres and contains the subject properties identified herein; and

WHEREAS, the subject properties were included within the protected Section 6f boundary when the City received funding through the federal Land and Water Conservation Fund (LWCF) program in 1979 to make improvements to Wald Park; and

WHEREAS, the subject properties have been identified as surplus to the needs of the City and other potential uses have been identified which would result in greater public benefit than the present use of said properties; and

WHEREAS, LWCF regulations require that a property to be removed from Section 6f protection be replaced by a property of equivalent market and recreational value (“conversion”); and the City has determined that it has LWCF eligible property to offer as a replacement for said surplus property; and

WHEREAS, the Council finds it in the best public interest to facilitate the expansion of the City’s school system and to promote economic development through highest-and-best use of strategic parcels; and

WHEREAS, the Vestavia Hills Board of Education has expressed interest in a parcel ±0.25 acres adjacent to Vestavia Hills Elementary West and private commercial developers have expressed interest in the Public Works site which is 2.27 acres and located 1280 Montgomery Highway plus adjacent land that is approximately ±0.3 acres; and

WHEREAS, the conversion of these properties in order to remove them from the recreational Section 6f boundary would leave approximately 20 acres within the protected Section 6f boundary for Wald Park; and

WHEREAS, the Altadena Valley Country Club property is sufficient to meet the replacement requirements for the school expansion parcel and public works site and excess fair market value along with recreational utility of the planned park at Altadena may be banked for supplemental conversions as may be required for the ±0.3 acre parcel described above as well as renovations to Wald Park;

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

1. The City Council does hereby declare the following real properties to be surplus and no longer needed for public purposes:
 - a) ±2.52 acre parcel Public Works site located 1280 Montgomery Highway, [Exhibit A]
 - b) ±0.254 acre parcel as described in Exhibit B
 - c) ±0.3 acre parcel adjacent to the Public Works site, as described in Exhibit C
2. The City Manager is hereby authorized to perform actions necessary to prepare and submit an application to the Alabama Department of Economic and Community Affairs for the conversion (LWCF Project Amendment) of the Wald Park parcels described above [Exhibit D] and replacement with the former Altadena Valley Country Club parcels owned by the City [Exhibit E].
3. This Resolution Number 5000 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 27th day of November, 2017.

APPROVED BY:

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

EXHIBIT A



VESTAVIA HILLS

A LIFE ABOVE

WALD PARK

LWCF Section 6(f)(3)

*Map Overlay Showing Proposed Conversions of
1280 Montgomery Highway 2.28 Acre Parcel and
1265 (adjacent) Montgomery Highway .25 Acre Parcel*

Wald Park

LWCF—Project Number 01-00407

1973 Merryvale Road, Vestavia Hills, AL 35216

Jefferson County

33°25'56.1"N, 86°47'27.4"W

Property owned by City of Vestavia Hills

See image on the far left for original Section 6f boundaries.

Conversion Subject 1 Parcel, 0.25 Acres 35216-2740

33°25'56.8"N, 86°47'23.7"W

Conversion Subject 2 Parcel, 2.26 Acres 35216-2810

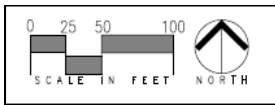
33°25'55.1"N, 86°47'18.6"W

Approved by:

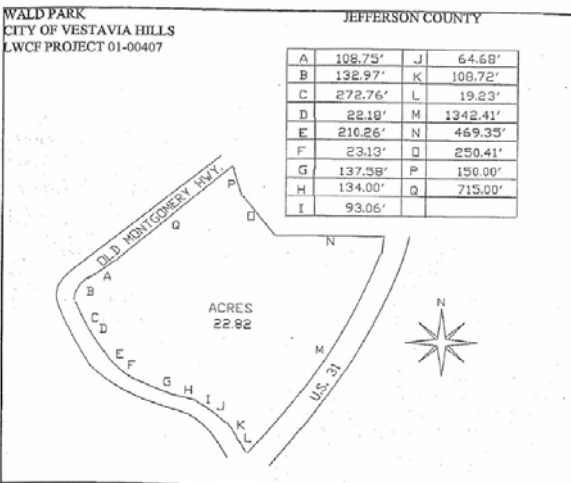
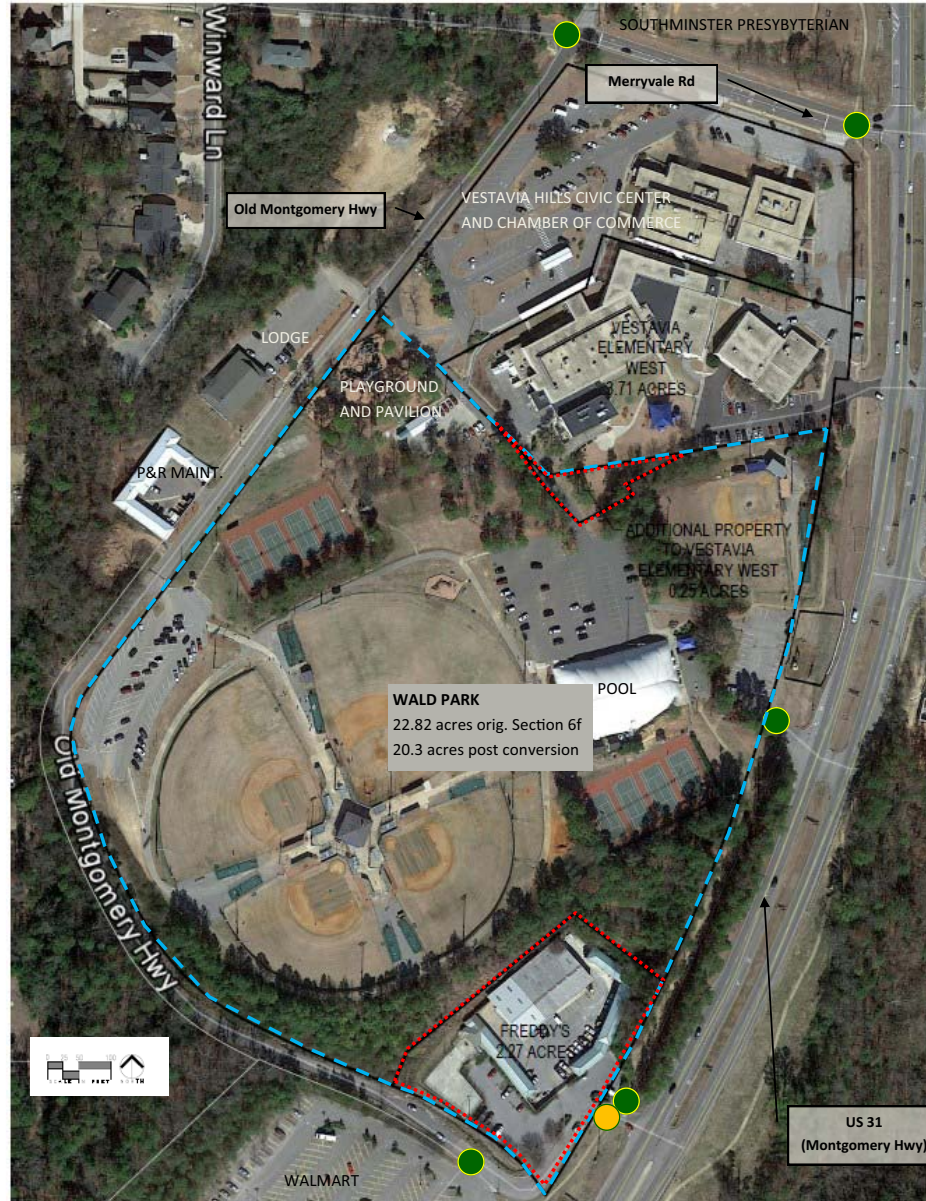
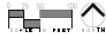
Ashley C. Curry, Mayor

Date

- LEGEND:
- Public Access
 - Future Public Access
 - Protected Boundary
 - Proposed Conversion
 - Waterway (none this property)



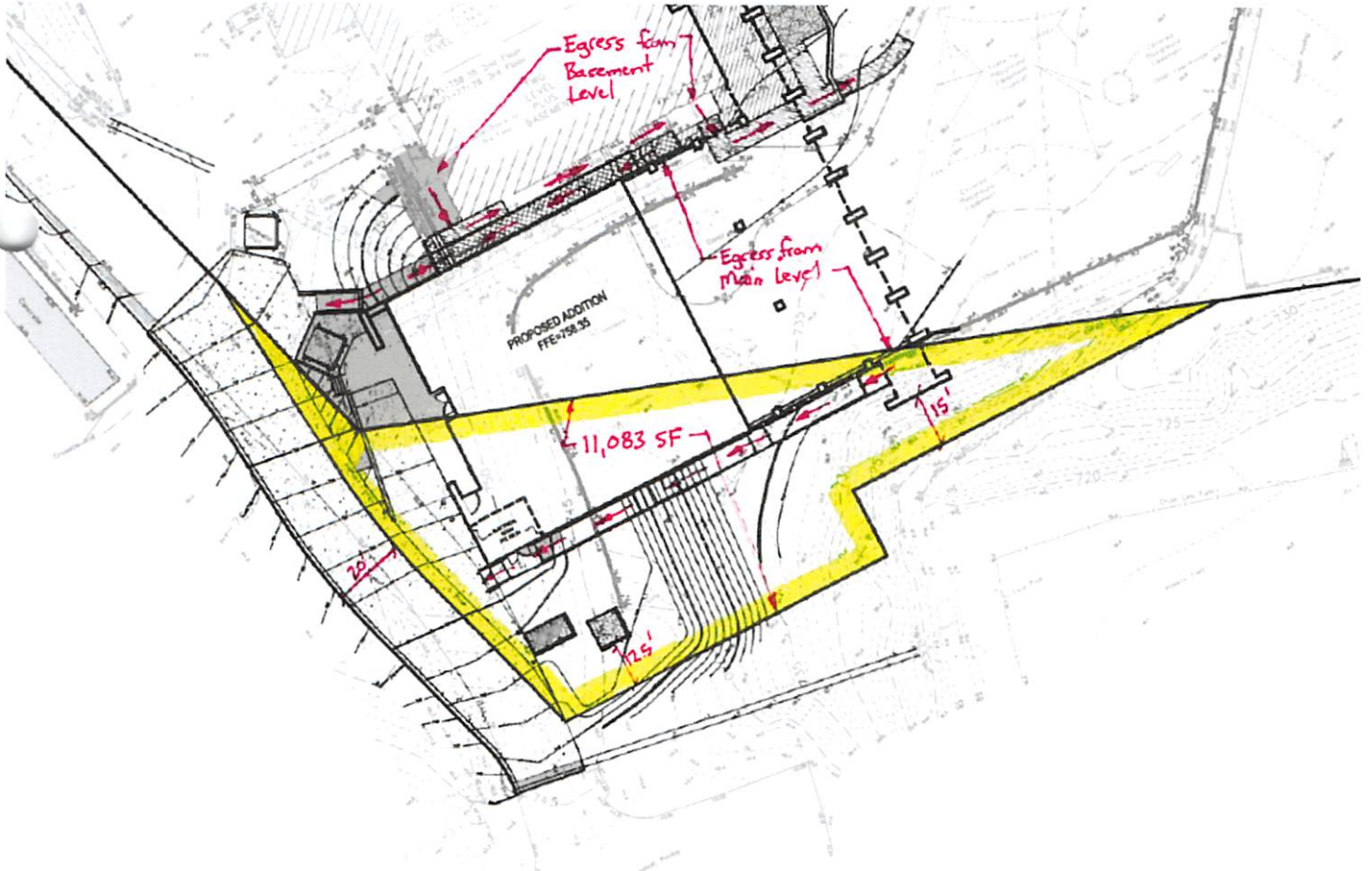
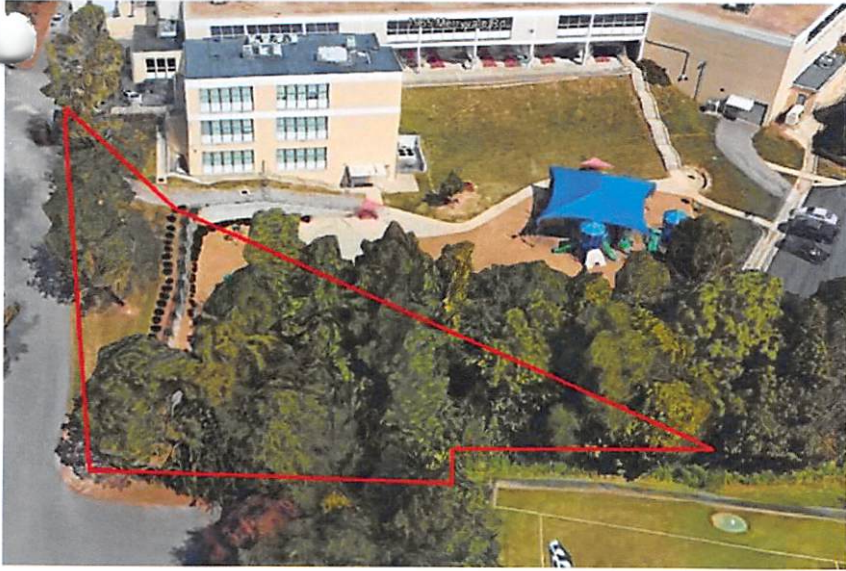
Enlarged view. Inset is to scale of map.



Wald Park original Section 6f boundary per records of the Alabama Department of Economic and Community Affairs (ADECA)

SCHOOL EXPANSION SITE AERIAL VIEW (approximate polygon)

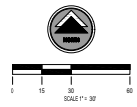
EXHIBIT B





RESURVEY OF LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, & 16
 WALKER DRIVE
 LOTS 6, 7, & 10 - FIRST
 ADDITION TO SHADERS CREEK
 MB. 221, PG. 48

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 Civil and Structural
 Engineers
 Birmingham, Alabama
 Atlanta, Georgia
 Huntsville, Alabama
 Tampa Bay, Florida
 www.lbyd.com

LBYD, Inc.
 716 South 30th Street
 Birmingham, AL 35233
 Phone (205) 251-4500
 Structural Fax (205) 344-4161
 Civil Fax (205) 488-0228

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LBYD Project Number	102-17-013
Date	
Sheet Date	

Date	
Revised	

Project Name
VESTAVIA WILD PARK DEV.
VESTAVIA HILLS, AL

Sheet Title
**PROPOSED PROPERTY
 LINE EXHIBIT**

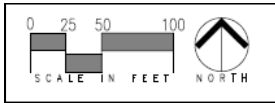
Date
4/12/17

Checked By
DAD

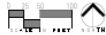
Sheet Number
10

Deposited
 Total

- LEGEND:
- Public Access
 - Future Public Access
 - - - Protected Boundary
 - - - Proposed Conversion
 - Waterway (none this property)



Enlarged view. Inset is to scale of map.



NEW LEGAL DESCRIPTION TO BE INSERTED HERE



EXHIBIT D



VESTAVIA HILLS

A LIFE ABOVE

WALD PARK

LWCF Section 6(f)(3) - 2017, *Post Conversion*—ALTERNATE

Wald Park

LWCF—Project Number 01-00407

1973 Merryvale Road, Vestavia Hills, AL 35216-2740

Jefferson County

33°25'56.1"N, 86°47'27.4"W

Property owned by City of Vestavia Hills

See image on the far left for original Section 6f boundaries.

Approved by:

Ashley C. Curry, Mayor

Date

Wald Park Section 6f boundary legal description post 2017 conversion
(Public Works/Freddy's and School Expansion)

LEGEND

- Public Access
- Future Public Access
- - - Protected Boundary
- ~ Waterway

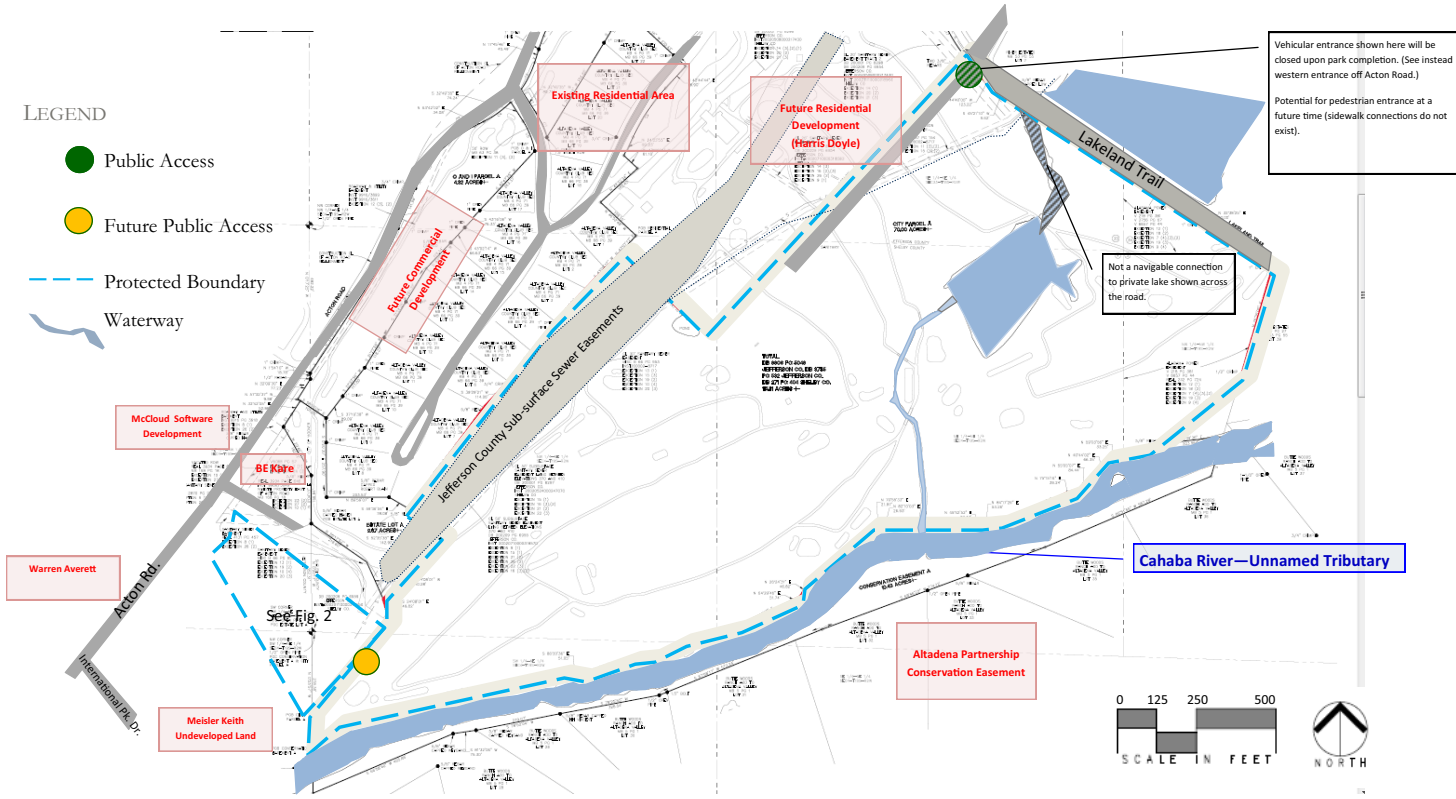


Figure 1. Proposed 6f boundary (dashed blue line) of 77+/- acre property in its current condition. Note: This map may be updated prior to 12/30/16. For more easily viewed detail of easements, see source map included in the appendix of the electronic version of the Environmental Assessment (Survey-Boundary AVCC, by EDG).

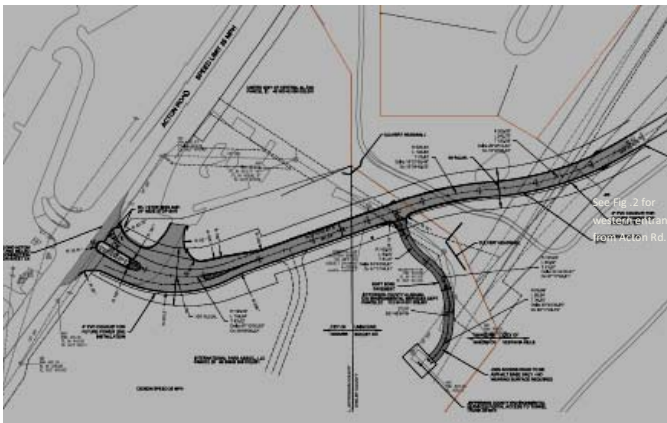


Figure 2. Site depiction for planned western access road to the park.



Figure 3. Conceptual drawing of the proposed recreational area was drawn prior to plans for the western entrance shown in Figure 2.

EXHIBIT E



VESTAVIA HILLS

A LIFE ABOVE

LWCF Section 6(f)(3) Map—Proposed

Recreational Area at the Former Altadena Valley Country Club
(Park Name and Address to be Determined)

LWCF—Project Number TBD
(former address) 2061 Alta Vista Drive,
Vestavia Hills, AL 35243-4201
Shelby and Jefferson Counties

33°24'52.7"N, 86°44'41.8"W

Deed Inst. #201512300124951, Jefferson County 12/28/2015
Property owned by City of Vestavia Hills

Note: Structures, trails and amenities presently do not exist within the Section 6(f)(3) boundary. See conceptual drawing inset for planned recreational facilities.

Approved by:

Ashley C. Curry, Mayor

Date

Jeffrey Downes, City Manager

Date

ORDINANCE NUMBER 2732

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

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-1 (medium density residential district) to Vestavia Hills R-2 (medium density residential district) as a conservation subdivision pursuant to Section 7.3 of the Vestavia Hills Zoning Code with a maximum density of 13 buildable lots:

1644 Shades Crest Road
Wedgworth Realty, Inc., Owner(s)

Legal Description:

Beginning 209 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 $89^{\circ}39'02''$ 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 $26^{\circ}34'00''$ 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 $\frac{1}{2}$ " 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 27th day of November, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

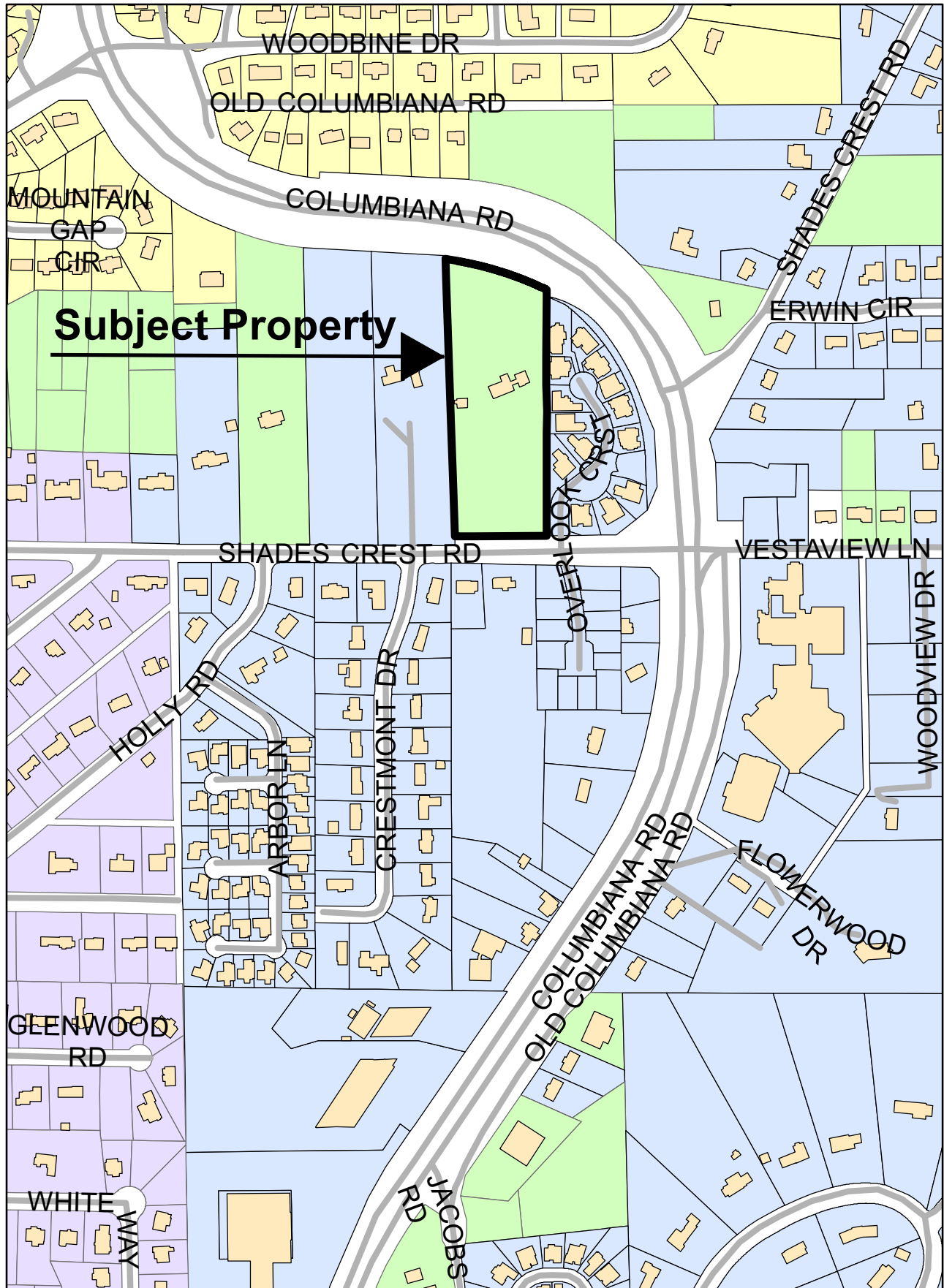
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2732 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of November, 2017 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2017.

Rebecca Leavings
City Clerk

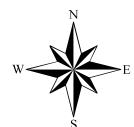
1644 Shades Crest Road

Exhibit - Ordinance No. 2733



- Jefferson County
- Vestavia Hills
- Homewood
- Hoover

Department of GIS
City of Vestavia Hills
May 23, 2017



SITE INFORMATION

TOTAL PROPERTY = 218,735 SF (5.02 AC)

CONSERVATION AREA
 REQUIRED = 54,684 SF (25.00%)
 PROVIDED = 54,725 SF (25.02%)

SETBACKS:

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

SIDE: 10'
 (LOTS 5-9)

15' BETWEEN HOMES (LOTS 1-5, 9-13)

5' (SOUTH SIDE LOTS 1 AND 13)

5' (NORTH SIDE LOTS 5 AND 9)

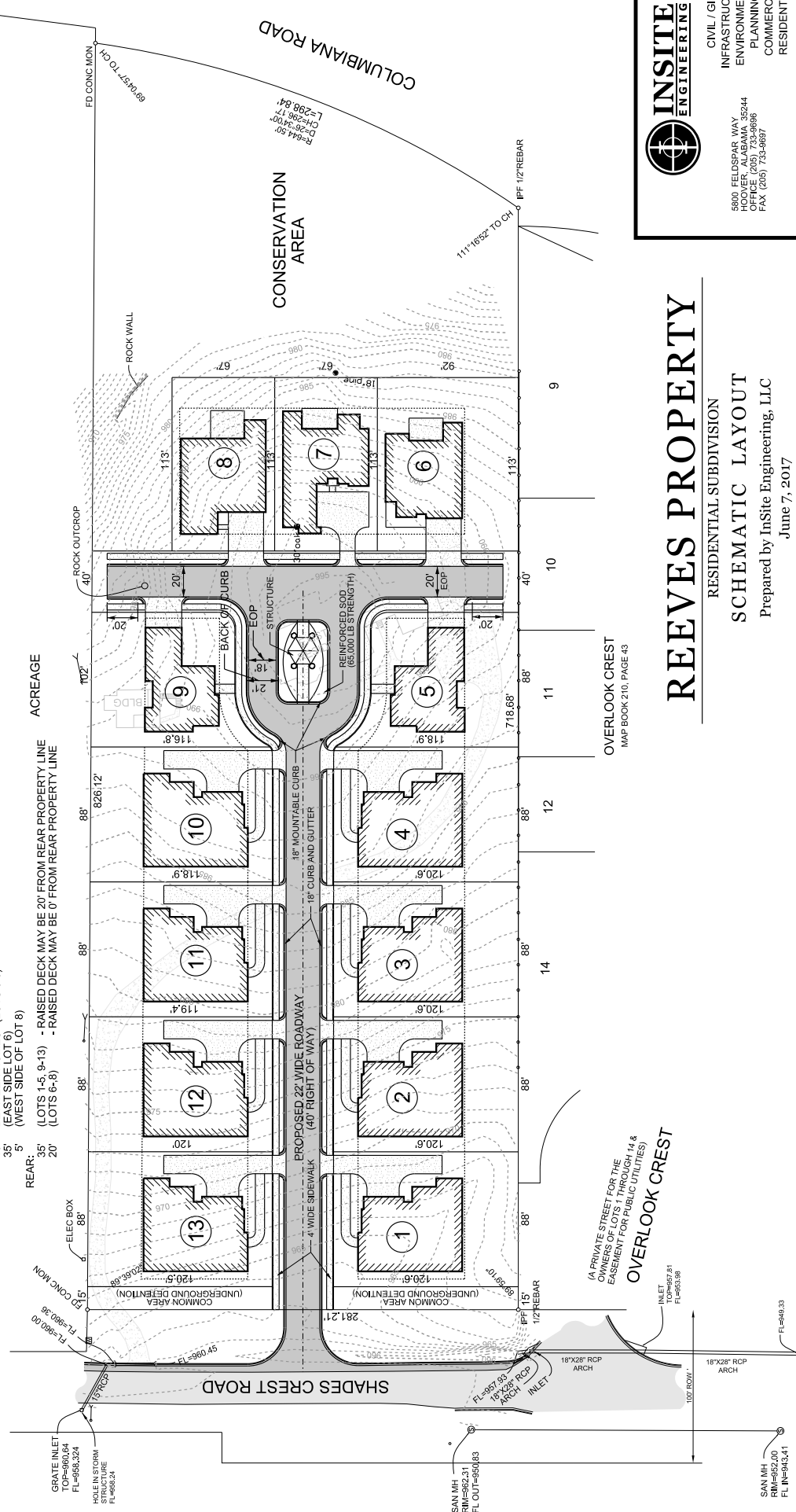
10' BETWEEN HOMES (LOTS 6-8)

35' (EAST SIDE LOT 6)

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



INSITE ENGINEERING
 CIVIL / GIS
 INFRASTRUCTURE
 ENVIRONMENTAL
 PLANNING
 COMMERCIAL
 RESIDENTIAL

5800 FELOSPAR WAY
 HOOVER, ALABAMA 35244
 OFFICE (205) 733-8686
 FAX (205) 733-8697

REEVES PROPERTY

RESIDENTIAL SUBDIVISION

SCHEMATIC LAYOUT

Prepared by InSite Engineering, LLC

June 7, 2017

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

INLET
 TOP=607.81
 FL=603.88

INLET
 TOP=607.81
 FL=603.88

SAN MH
 RIM=603.07
 FL=590.33

SAN MH
 RIM=602.31
 FL OUT=600.83

GRATE INLET
 TOP=600.64
 FL=606.324
 STRUCTURE
 FL=608.24

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Subject Parcel

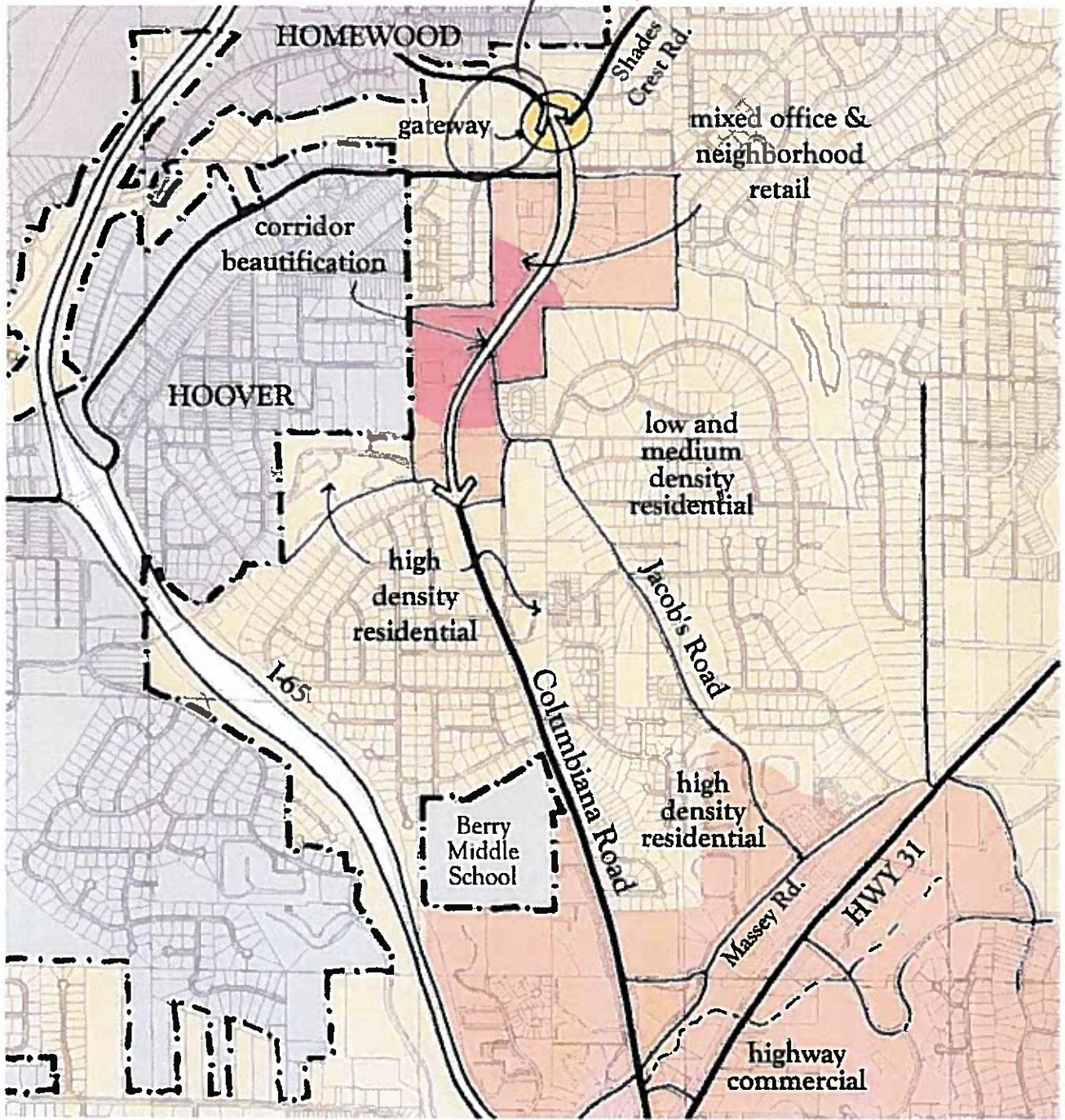


Figure 20: Columbiana Road
Land Use Analysis

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

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





Development • Construction • Sales

May 15, 2017

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

Attention: Ms. Rebecca Leavings

Dear Ms. Leavings:

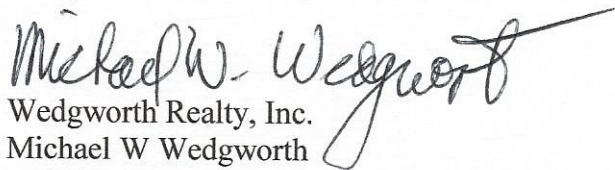
Please find my annexation application for 1644 Shades Crest Road along with the requested information. All of the information is also attached on thumb drive with one for annexation and one for zoning.

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.

JEFFERSON COUNTY COMMISSION

Exhibit Ordinance No. 2733
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.

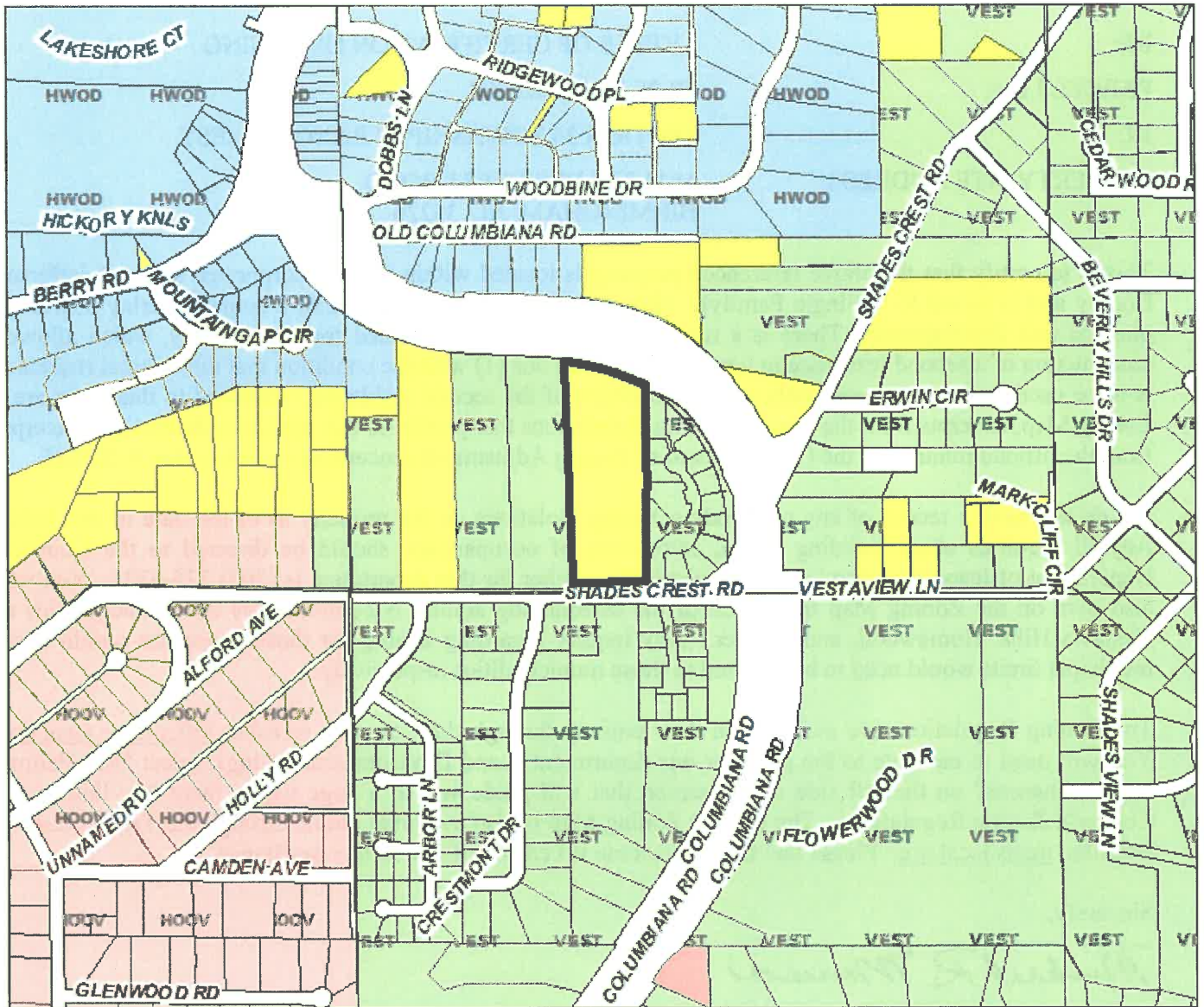
Visit our website at jeffconline.jccal.org

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-1 Commercial		I-3(S) Strip Mining
	R-1(S) Single Family Sewer		INST-1 Institutional 1		C-1(A) Conditional Use Alcohol		I-4 Industrial Park
	R-2 Single Family		INST-2 Institutional 2		C-2 Outdoor Amusement		I-5 Sanitary Sewage Disposal
	R-3 Two Family		INST-3 Institutional 3		C-3 Commercial		I-5(A) Private WW Treatment Plant
	R-3 Garden Homes		U-1 Utility 1		C-4 Package Store		IO Obnoxious Odors
	R-T Townhomes		U-2 Utility 2		C-5 Adult Entertainment		HW-1 Hazardous Waste
	R-4 Multi-Family		CEM-1 Cemetery				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.

END SECTION 605

2965

Minutes, Board of Zoning Adjustments, February 25, 2002

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

2966

Minutes, Board of Zoning Adjustments, February 25, 2002

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.

§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.

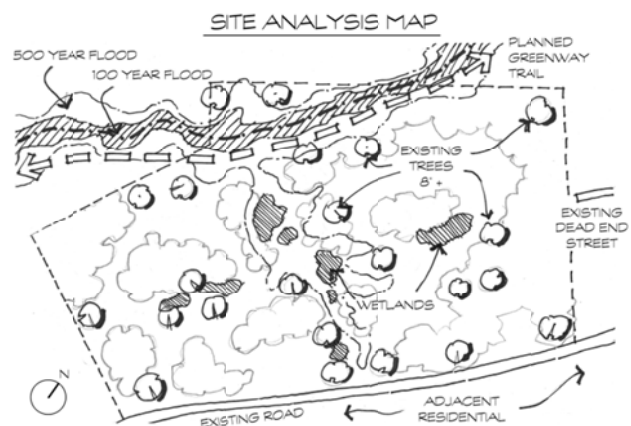
7.3.4. Density Determination. The maximum number of lots shall be determined by the minimum lot size of the Applicable District, the minimum lot size as required by City or County Health Department standards for septic tank use (or similar density limitation where applicable), or the maximum density 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.

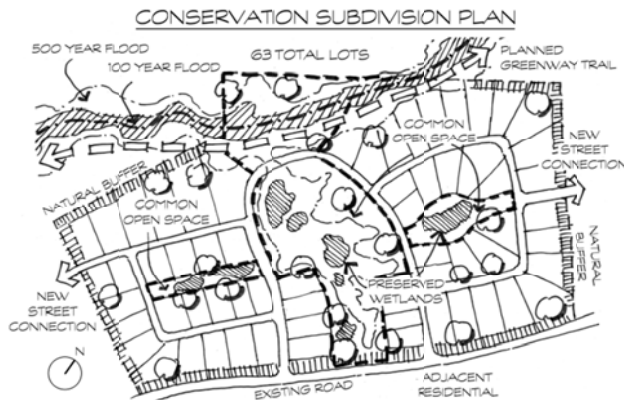
7.3.5. Application Requirements

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.

ORDINANCE NUMBER 2733

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

WHEREAS, on the 9th day of May, 2017, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

1644 Shades Crest Road
Michael Wedgworth, Owner(s)

Legal Description:

Beginning 209 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 $89^{\circ}39'02''$ 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 $26^{\circ}34'00''$ 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.

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

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

ADOPTING and APPROVED this the 27th day of November, 2017.

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 # 2733 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 27th day of November, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

Untitled Page

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

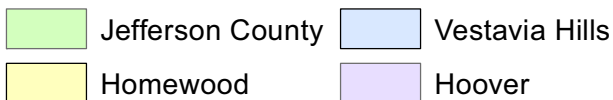
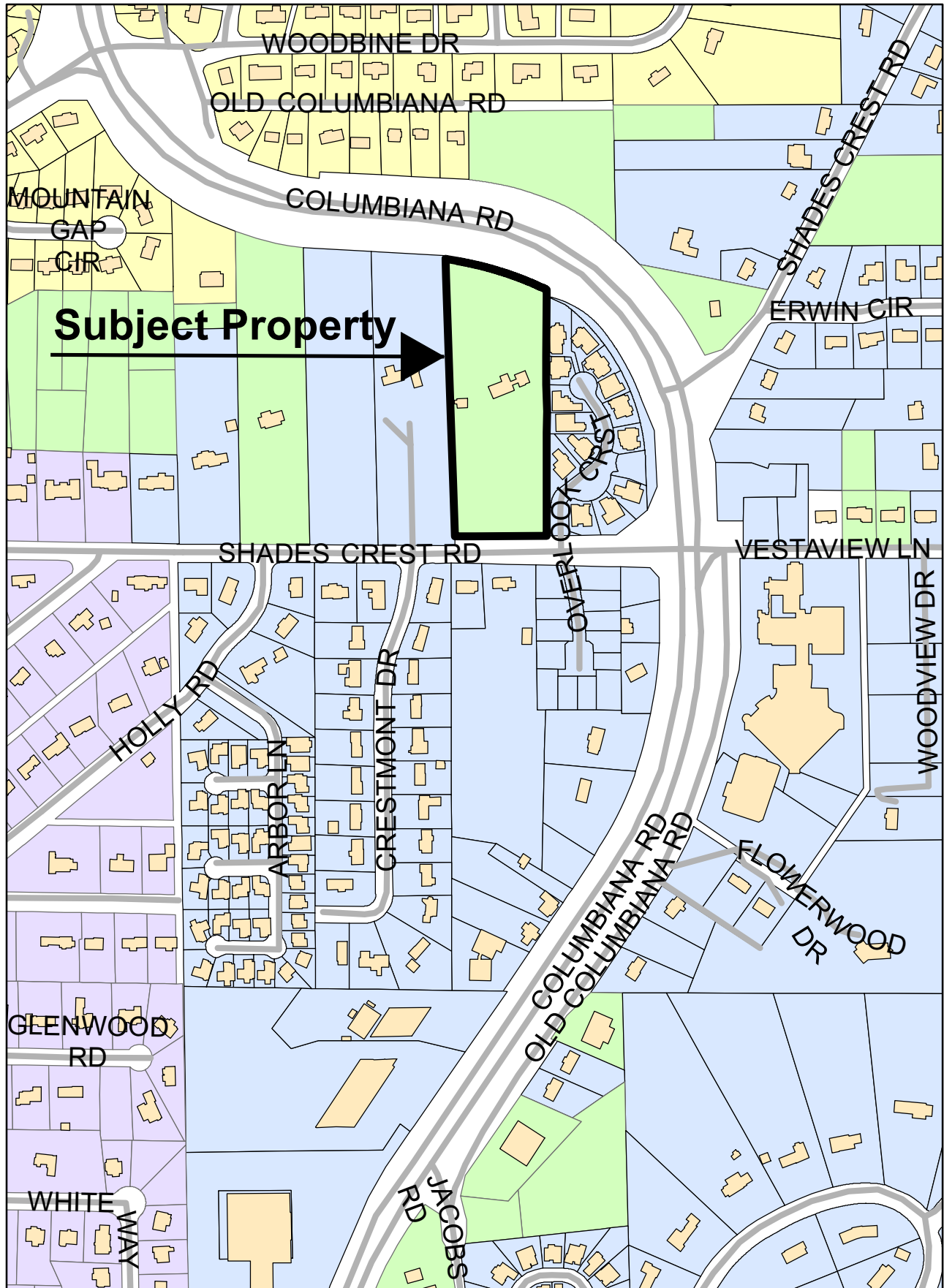
INSTRUMENT NUMBER	DATE
2017031117	3/23/2017
201102-14240	02/23/2011

PAYMENT INFO

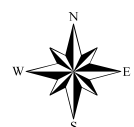
PAY DATE	TAX YEAR	PAID BY	AMOUNT
3/14/2017	2016	CATHERINE REEVES	\$1,944.14
11/17/2015	2015	CATHERINE REEVES	\$1,763.22
1/7/2015	2014	-	\$1,741.67
12/16/2013	2013	CATHERINE J REEVES	\$1,739.67
12/11/2012	2012	REEVES CATHERINE	\$1,741.24
20111231	2011	***	\$1,570.04
20101209	2010	***	\$1,761.04

1644 Shades Crest Road

Exhibit - Ordinance No. 2733



Department of GIS
City of Vestavia Hills
May 23, 2017



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

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~~, Wednesday, May 31, 2017

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: CPW

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 | vhal.org
City of Vestavia Hills

www.vestaviacounty.com | www.alifearbove.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.

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

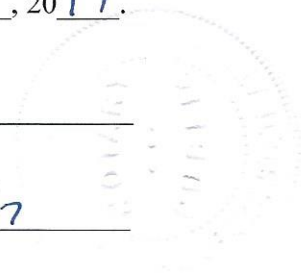


EXHIBIT "B"

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



Exhibit Ordinance No. 2733
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



CIVIL / GIS
INFRASTRUCTURE
ENVIRONMENTAL
PLANNING
COMMERCIAL
RESIDENTIAL

5800 FELOSPAR WAY
HOOVER, ALABAMA 35244
OFFICE (205) 733-8686
FAX (205) 733-8697

REEVES PROPERTY

RESIDENTIAL SUBDIVISION
SCHEMATIC LAYOUT
Prepared by InSite Engineering, LLC
May 11, 2017

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'
 (LOTS 1-4, 10-13)

SIDE: 10'
 (LOTS 5-9)

15' BETWEEN HOMES (LOTS 1-5, 9-13)

5' (SOUTH SIDE LOTS 1 AND 13)

10' (NORTH SIDE LOTS 5 AND 9)

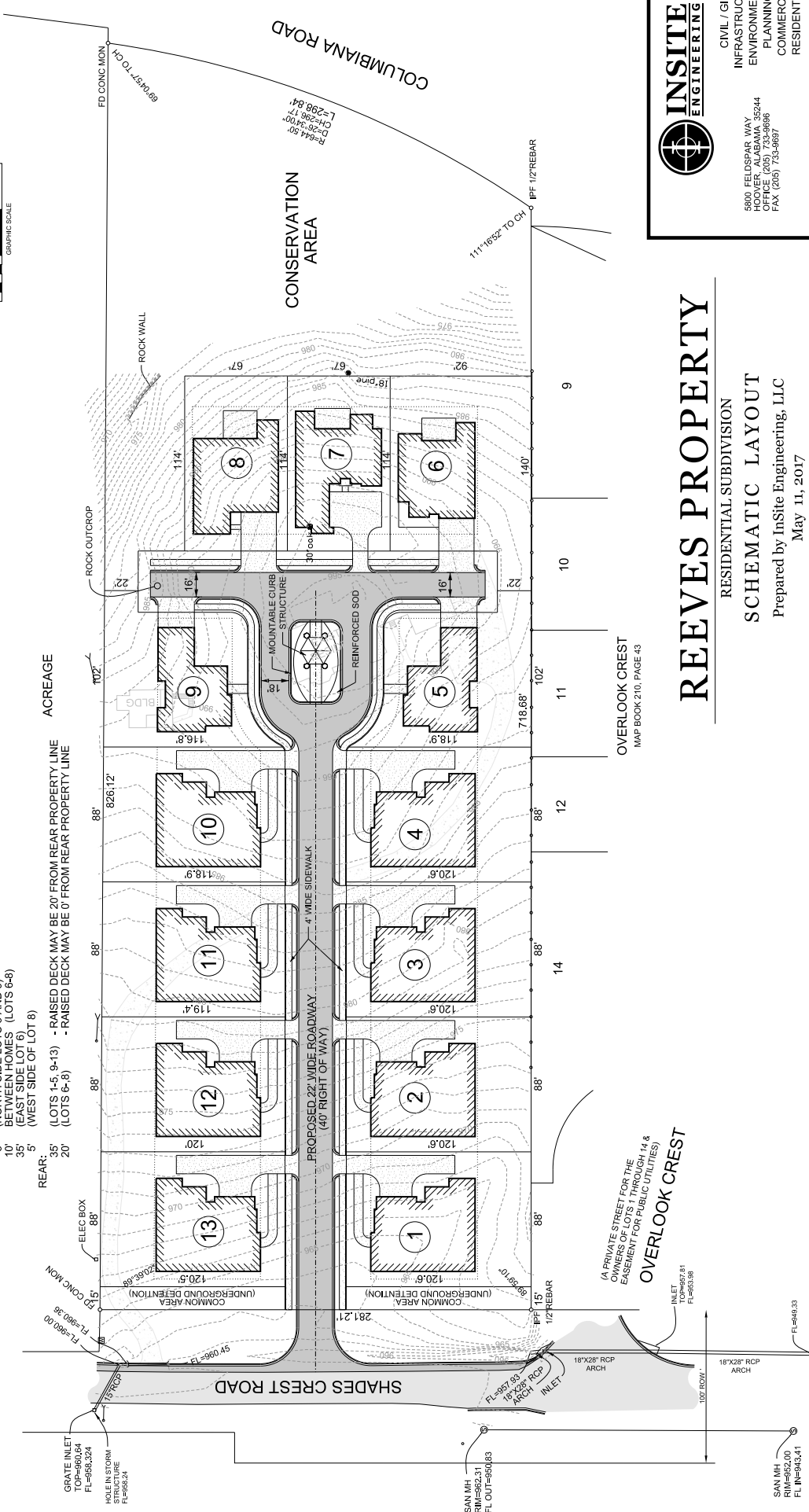
35' BETWEEN HOMES (LOTS 6-8)

 (EAST SIDE LOT 6)

 (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



OVERLOOK CREST
MAP BOOK 210, PAGE 43

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

ORDINANCE NUMBER 2734

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS R-9

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 (medium density residential district) to Vestavia Hills R-9 (planned residential district):

3779 and 3781 Poe Drive
Lots 28A & 28B of Hinds Resurvey of Lots 27, 28, 29, Blk 2,
Glass' 3rd Add to New Merkle
Overton Investments, LLC, Owner(s)

APPROVED and ADOPTED this the 27th day of November, 2017.

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 # 2734 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 27th day of November, 2017 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2017.

Rebecca Leavings
City Clerk

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

Date: **OCTOBER 12, 2017**

- **CASE:** P-1017-50
- **REQUESTED ACTION:** Rezoning From Vestavia Hills R-4 to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 3779 & 3781 Poe Dr.
- **APPLICANT/OWNER:** Overton Investments, LLC
- **REPRESENTING AGENT:** Jason Kessler
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 2 lots on Poe Dr. into an R-9 3 lot subdivision. Setbacks for the three lots would be 25' for front and rear and 5' on the sides.

There is a proposed 10' storm sewer easement on the north side of Lot 27 and a 20' sanitary sewer easement along the rear of all three lots. A site plan is attached.

- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Community Plan for medium density residential. There are also 4 R-9 zoned lots currently on Poe Dr.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.
City Planner Recommendation: No problems noted.
 2. **City Engineer Review:** No problems noted.
 3. **City Fire Marshal Review:** No problems notes.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Gilchrist made a motion to recommend rezoning approval of 3779 & 3781 Poe Dr. from Vestavia Hills R-4 to Vestavia Hills R-9. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin– yes
Mr. Gilchrist – yes
Mr. House – yes
Mr. Wolfe – yes
Motion carried

Mr. Burrell – yes
Mr. Brooks – yes
Mr. Weaver – yes

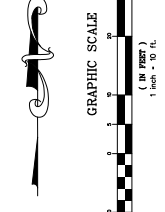
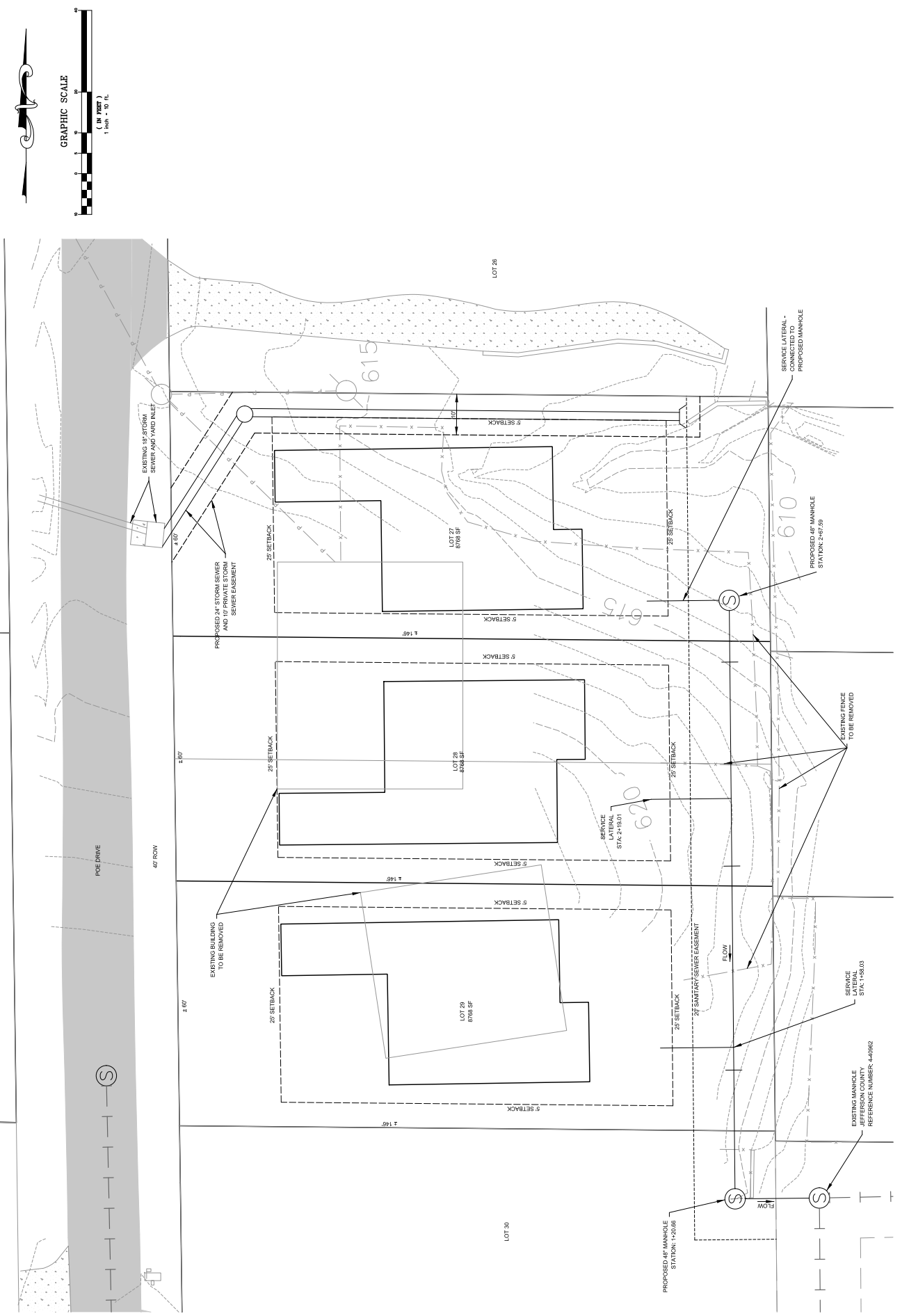
DATE:	08/08/2017
PROJECT FILE:	PLOT LAYOUT.DGN
CHECKED BY:	WHL
PROJECT NO.:	KES0004
DATE:	08/08/2017

PROJECT: POE DRIVE
 VESTAVIA HILLS, AL
 TITLE: CONCEPTUAL LAYOUT PLAN

PROJECT: 120 BISHOP CIRCLE, SUITE 300
 PRITCHARD, AL 35124
 TEL - (205) 403-9158
 FAX - (205) 403-9175












ENGINEERING DESIGN GROUP, LLC
EDG
Engineering Group

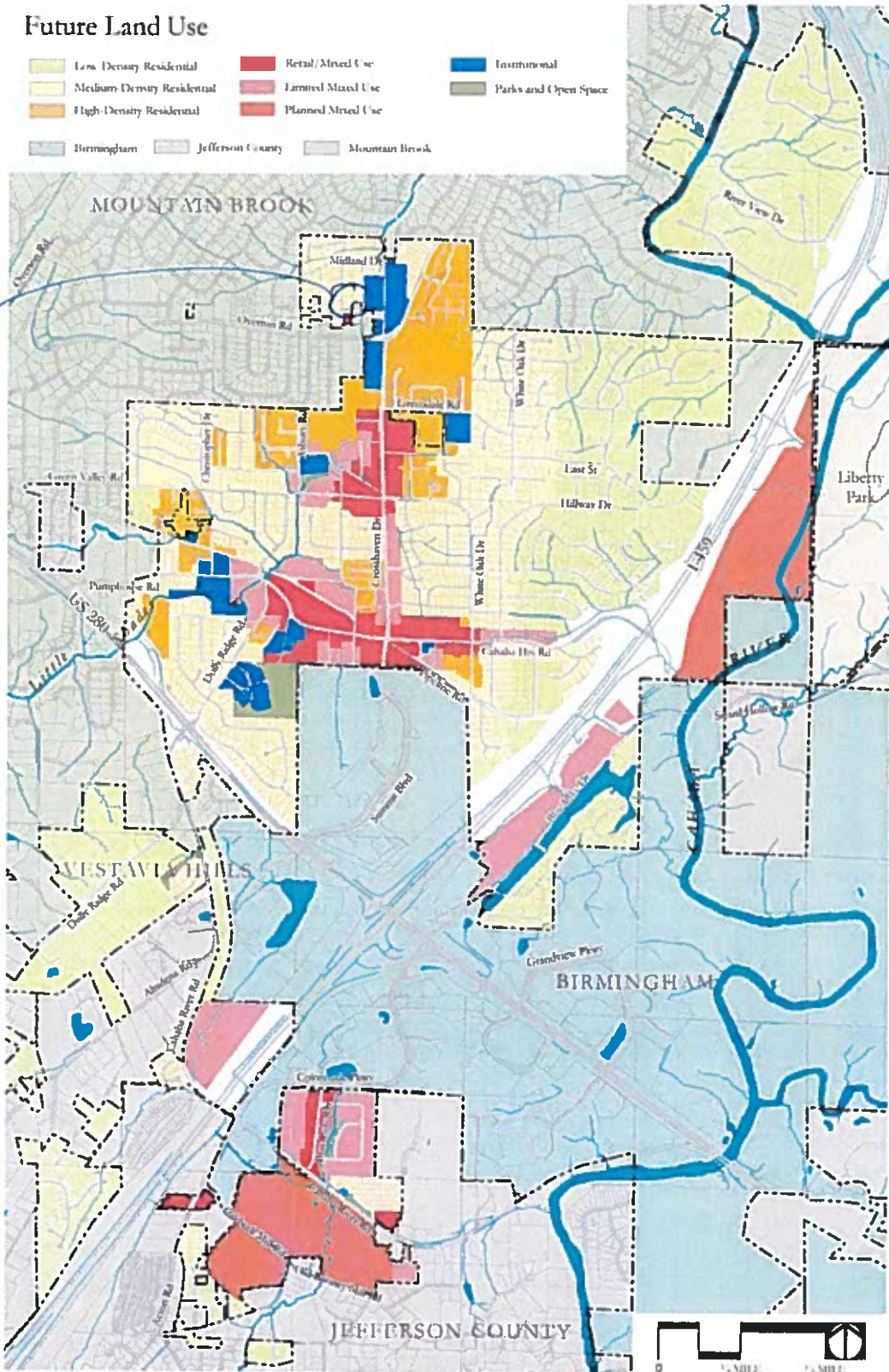
EXB
 SHEET NO. 11
 PRINTED DATE: 8/11/17





Future Land Use

- | | | |
|--|---|--|
|  Low Density Residential |  Retail/Mixed Use |  Institutional |
|  Medium Density Residential |  Limited Mixed Use |  Parks and Open Space |
|  High-Density Residential |  Planned Mixed Use | |
|  Birmingham |  Jefferson County |  Mountain Brook |



Subject Parcel

Figure 4: Future Land Use Map