

**Vestavia Hills  
City Council Agenda  
May 14, 2018  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Rev. Randy Overstreet, Pastor of Liberty Park Baptist Church
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
6. Proclamation – World Neurofibromatosis Awareness Month – May 2018
7. Proclamation – National Public Works Week – May 20 - 26, 2018
8. City Manager’s Report
9. Councilors’ Reports
10. Approval of Minutes – April 12 and April 17 (Work Session); April 16, 2018 (Work Session); and April 23, 2018 (Regular Meeting)

**Old Business**

11. Ordinance Number 2758 – An Ordinance To Declare Property Located At 1280 Montgomery Highway As Surplus And To Authorize And Direct The Sale Of Real Estate For Construction And Operation Of A Two Building Retail Development Including Baumhowers Victory Grille Restaurant (*public hearing*)
12. Resolution Number 5042 - A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And HES Investments LLC For Construction Of A Two Building Retail Development Including Baumhowers Victory Grille Restaurant (*public hearing*)

**New Business**

13. Resolution Number 5049 – Alcohol License – Carmike Cinemas LLC D/B/A AMC Vestavia Hills 10 For A 160 – Special Retail – More Than 30 Days; Kevin M. Conner, John D. McDonald And Craig R. Ramsey, Executives (*public hearing*)
14. Resolution Number 5050 – A Resolution Accepting A Bid For Makerspace Improvements At The Vestavia Hills Library In The Forest
15. Resolution Number 5051 – A Resolution Authorizing The City Manager To Execute And Deliver A Full And Final Settlement Agreement, Release And Lease Termination

16. Resolution Number 5052 – A Resolution (1) To Recognize The Ten-Step Planning Process For The Preparation Of The 2018 City Of Vestavia Hills Floodplain Management Plan (“Plan’), Consistent With Activity 510 Of The Community Rating System Coordinator’s Manual, 2017 Edition; (2) To Confirm The Membership Of A Floodplain Management Planning Committee (“Planning Committee”) Appointed By The City Manager To Oversee The Preparation Of The Plan; (3) To Recognize The City Engineer And Floodplain Administrator As Chair Of The Planning Committee; (4) To Authorize The Staff Of The City’s Department Of Engineering To Provide Staff Support To The Planning Committee; And (5) To Complete The Plan Within The Period Of Performance Ending On September 30, 2018, As Required By The FEMA Flood Mitigation Assistance (“FMA”) Grant Awarded To The City For Preparing The Plan

**New Business (Unanimous Consent Requested)**

17. Resolution Number 5054 - A Resolution Authorizing The City Manager To Settle Pending Litigation (*public hearing*)
18. Resolution Number 5055 – Annexation – 90 Day – Gresham School Campus; Vestavia Hills Board Of Education, Owners (*public hearing*)
19. Ordinance Number 2765 – Annexation – Overnight - Gresham School Campus; Vestavia Hills Board Of Education, Owners (*public hearing*)

**First Reading (No Action Taken At This Meeting)**

20. Resolution Number 5048 – Annexation – 90-Day – 3332 Misty Lane; Jacob and Marjorie Pollard (*public hearing*)
21. Ordinance Number 2759 – Annexation – Overnight – 3332 Misty Lane; Jacob and Marjorie Pollard (*public hearing*)
22. Resolution Number 5044 – Annexation – 90-Day – 2441 Jannebo Road; Lot 116, Buckhead, 4<sup>th</sup> Sector; Richard and Samantha Wheeler (*public hearing*)
23. Ordinance Number 2760 – Annexation – Overnight – 2441 Jannebo Road; Lot 116, Buckhead, 4<sup>th</sup> Sector; Richard and Samantha Wheeler (*public hearing*)
24. Resolution Number 5045 – Annexation – 90-Day – 2764 Altadena Lake Drive; Lot 4, Block 5, First Add, Altadena Valley, 4<sup>th</sup> Sector; Murray and Kelly Statham (*public hearing*)
25. Ordinance Number 2761 – Annexation – Overnight – 2764 Altadena Lake Drive; Lot 4, Block 5, First Add, Altadena Valley, 4<sup>th</sup> Sector; Murray and Kelly Statham (*public hearing*)

26. Resolution Number 5046 – Annexation – 90-Day – 2424 Dolly Ridge Road; Lot 15, Rocky Ridge Estates; Jim Thornton Construction (*public hearing*)
27. Resolution Number 5047 – Annexation – 90-Day – 2432 Dolly Ridge Road; Lot 18 & S. 25' of Lot 17, Rocky Ridge Estates; Jim Thornton Construction (*public hearing*)
28. Ordinance Number 2605-A – Rezoning – 3127 Blue Lake Drive And 4565 Pine Tree Circle; Lot 10-A, Acton's Resurvey Of Lot 8 Thru 10 And Lots 11 & 12, Topfield Subdivision; Rezone From Vestavia Hills B-1.2 (Neighborhood Mixed Use District) To B-1.2 (Neighborhood Mixed Use District) With A Revised Site Plan; Pine Tree Partners LLC And Seed Corn, Owners
29. Ordinance Number 2764 – An Ordinance Prohibiting Drivers To Operate A Vehicle Through Private Or Public Property In Order To Avoid Traffic Control Devices (*public hearing*)
30. Resolution Number 5053 – Vacation – 801 South Bend Lane; Lot 16, South Bend Subdivision; Vacation Of 10' Drainage Easement To Allow Construction Of A Single-Family Home; BC South, LLC: Blake Pittman, Representing (*public hearing*)
31. Citizen Comments
32. Motion For Adjournment

WHEREAS, with over 2 million people around the world living with NF and 1 in every 3,000 births is diagnosed with NF, it is still relatively unknown to the public and it affects all populations equally, regardless of race, ethnicity or gender; and

WHEREAS, NF causes tumors to grow on nerves throughout the body and also can affect development of the brain, cardiovascular system, bones and skin and can lead to blindness, deafness, bone abnormalities; disfigurement, learning disabilities, disabling pain, and cancer; and

WHEREAS, The Children's Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF; and

WHEREAS, The Children's Tumor Foundation actively fosters collaborative partnerships to speed the drug research and development process and improve access to quality patient healthcare through its national network, provide patient and family support through its information resources, youth programs, and local chapter activities; and

WHEREAS, The Children's Tumor Foundation proudly celebrates 40 years of driving research, expanding knowledge, and advancing care for the NF community;

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 May 2018 as

**NEUROFIBROMATOSIS AWARENESS MONTH**

in order to raise public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of May 2018.

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Ashley C. Curry  
Mayor



WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform;

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 May 20 - 26 as

**NATIONAL PUBLIC WORKS WEEK**

in Vestavia Hills and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of May 2018.

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Ashley C. Curry  
Mayor

## CITY OF VESTAVIA HILLS

### CITY COUNCIL

### MINUTES

### WORK SESSION

**APRIL 12 and 17, 2018**

The City Council of Vestavia Hills met in a special work session on this date at 9:00 AM following posting/publication as required by Alabama law in the Executive Conference Room, City Hall. The Mayor called the meeting to order and the roll was taken with the following:

**MEMBERS PRESENT:**

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

The Mayor presented the following schedule for interviews for an upcoming vacancy on the Vestavia Hills Board of Education:

8:00 AM Charles G. Mason (*applicant withdrew his name from consideration on 4/11/2018*)  
9:00 AM Christopher R. Brown  
10:00 AM Tealla W. Stewart  
11:00 AM Jennifer D. Weaver

Beginning at 9 AM, each applicant interviewed with the City Council. There being no further business, the work session recessed at 12:14 PM scheduled to resume at 1 PM, Tuesday, April 17, 2018.

The Mayor called the work session back to order at 1 PM, Tuesday, April 17, 2018 in the Executive Conference Room. The roll was taken with the following:

**MEMBERS PRESENT:**

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

The Mayor presented the interview schedule for the day:

1:00 PM Colin M. Coyne

2:00 PM Michael S. Guthrie

Each applicant interviewed with the City Council. The Council discussed applicants' qualifications and attributes. There being no further business, the work session was adjourned at 3:26 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

### **WORK SESSION**

**APRIL 16, 2018**

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  
Rebecca Leavings, City Clerk  
Brian Davis, Public Services Director  
Marvin Green, Fire Chief  
Dan Rary, Police Chief  
Christopher Brady, City Engineer  
Cinnamon McCulley, Communication Specialist

### **ANNEXATION REVIEW GUIDELINES**

The Mayor called the work session to order.

Mr. Pierce, Chairman of the Standing Annexation Committee, explained that the Committee has been following the specifications set forth in the 2007 Annexation Study. He indicated that a recent review of tax values in the City show an average of \$390,000 and wanted a consensus from the Council as to whether or not the Council should consider this guideline as proposed in the Annexation Study.

Mr. Downes presented an analysis of revenues derived from residential properties that annex into the City, demonstrating that the City's cost of providing services is covered at a lower mean value. He stated that the demographics show that there has been no significant increase in the percentage of households that have kids as opposed to empty nesters and that these homes help to pay the school expenses.

Discussion ensued relative to other factors considered such as traffic impact on schools, representation from the Board of Education, etc. Consensus was that, while the value is a factor to be considered, the determination of whether or not to annex still lies with the Council and the Council is not bound by the guidelines or the Annexation Committee report.

### **HOME SHARING**

Mrs. Cook presented a report compiled relative to her and Mr. Pierce's study on home sharing in the City. She said the survey results showed people were generally not in favor of allowing AirBnb rentals in the community. She referred to the City Attorney's opinion that the current Zoning Ordinance prohibits short-term rentals within single-family residential homes, but that homeowners have an option to apply for conditional use approval. She mentioned private restrictive covenants might also restrain the operation of AirBnbs in these zones. After some discussion, the Council concluded that City Staff should respond to complaints and enforce the current ordinances as written. Citizens may register complaints through the City's Action Center.

Mrs. Cook suggested that the City develop a webpage to provide the information found in the report so that homeowners can understand how the zoning ordinances and other factors affect the operation of home-sharing.

### **INFRASTRUCTURE AND COMMUNITY SPACES PLAN**

Mr. Downes gave an update on the progress of the notice procedures for the new tax collection rates through the City's third party collectors; how the RFP would be developed for underwriting of the bond issue; the plan for monthly updates as the capital projects get underway.

Mrs. Cook requested that the City develop a webpage so that anyone interested could obtain information and progress reports at any given time.

Mr. Downes also gave an update on the Crosshaven intersection improvement project which is being handled by TCU.

There being no further business, the meeting adjourned at 6:45 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**APRIL 23, 2018**

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. 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  
Rebecca Leavings, City Clerk  
Dan Rary, Police Chief  
Melvin Turner, Finance Director  
George Sawaya, Asst. Finance Director  
Marvin Green, Fire Chief  
Cinnamon McCulley, Communications Specialist  
Umang Patel, Municipal Court Director  
Brian Davis, Public Services Director

Dr. Tom Bryson, minister at Southminster Presbyterian Church, provided the invocation followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- Mr. Pierce welcomed Ann Hamiter and Roger Steur representing the Vestavia Hills Chamber of Commerce.
- Mrs. Cook stated that the Vestavia Hills Board of Education meeting will be held Wednesday beginning at 6 PM. She also welcomed Board of Education Member Steve Bendall, who was in attendance.
- Mrs. Cook announced that the Heights Hangout celebration will be held this Saturday from 4:30 to 7:30. She invited everyone to attend stating there will be good food, kid's activities and more.
- Mrs. Cook remembered the life and community service of Mr. Deloye Burrell who passed away. She read the following statements in remembrance of his community leadership: *"I would like to take a moment during our announcements to remember the life of a dear*

*friend and important member of the Vestavia Hills Community, Deloye Ray Burrell. Deloye passed away on April 18, 2018, leaving behind his son Michael, of Denver, CO, granddaughter Zoe, and wife of more than 50 years, Diane. Deloye was not only a personal friend, but he was a friend to this city and even our state. In 2011, the Governor appointed Deloye to serve on the Alabama Board of Examiners for Assisted Living Administrators (2011-2013). For over 20 years, Deloye and Diane did a live radio broadcast each month for the Alabama Radio Reading Service for the Visually Impaired. He was a member of the Vestavia Hills Planning and Zoning Commission for 14 years and also chaired the Cahaba Heights Steering Committee that developed the Cahaba Heights Community Plan. He served on the Vestavia Hills Long-Range Planning Committee and was an active member of the Vestavia Hills Chamber of Commerce, serving on the Business Development Committee as secretary and photographing many Chamber of Commerce and city events. Children in Cahaba Heights know Deloye as a favorite career day guest and photographer of their special events, like the Heights Heroes Run. A vocal community advocate, Deloye informed and guided many city leaders, leaving our city a better place through his involvement. Please join me in a moment of silence to remember the life and service of this important member of our community and loyal friend, Deloye Ray Burrell.”*

### **PRESENTATION**

David Barber thanked the City for the support of Prescott House and asked for continued support. He stated that their organization suffered a great loss when their executive director passed away suddenly from cancer. He stated that she will be missed terribly and commended the staff for pulling together in their time of need and expressed appreciation for the support they received from the general public.

### **PRESENTATION**

Sam Sullivan of the Exceptional Foundation presented a painting of the U.S. flag in memory of the heroes of this country. Tricia Kirk, the Exceptional Foundation Executive Director, thanked the Council for support of the Foundation and asked for continued support.

### **PRESENTATION**

Joan Wright, Executive Director, Child Care Resources, thanked the Council for the contributions to Child Care Resources and requested continued support.



### **PROCLAMATION**

The Mayor presented a Proclamation designating “Kids to Park Day” on May 19, 2018. Mr. Downes read the Proclamation and the Mayor presented it to Brian Davis, Public Services Director.

### **PROCLAMATION**

The Mayor presented a Proclamation designating “Municipal Clerk’s Week” beginning May 6, 2018. Mr. Downes read the Proclamation and the Mayor presented it to Rebecca Leavings, City Clerk.

### **CITY MANAGER’S REPORT**

- Mr. Downes introduced Umang Patel, Vestavia Hills Municipal Court Director. Mr. Patel explained his background and stated that he is excited to lead the City’s Municipal Court.
- Mr. Downes gave a synopsis of three items that appear on the agenda that, together, would allow the sale of the present Public Works property to develop into a two-building commercial development that would include a Baumhower’s Victory Grille. He explained the various resolutions and ordinance and the reasons for each, which includes a request to initiate a rezoning of a portion of the property, an incentive agreement and a purchase and sale agreement. The purchase of the property would be for \$1.8 million for a 6,600 square-foot restaurant along with 2,500 square feet of retail user tenant space. He explained there are still several hurdles that must be cleared before the development can occur. The actions tonight begin the due diligence inspection period.

### **COUNCILOR REPORTS**

- Mrs. Cook stated that the City Council recently discussed a home-sharing report, compiled by her and Mr. Pierce with the help of City Staff and other informational sources. She explained that short-term rentals are defined as anything less than 30 days and that the City’s requirements, for residents wishing to engage in home-sharing, are extensive. Home-sharing is not allowed in the City pursuant to the City’s current codes. She stated that complaints may be shared through the City’s Action Center and the city will investigate any complaint initiating through that site. Residents should read the full report, posted on the City website, for further information.
- Mr. Pierce stated that the Chamber Board met last Thursday and that they are anticipating the Mayor’s Prayer Breakfast and I Love America Day.
- Mr. Pierce commended Brian Davis and the Public Services Department for the clearing of trees and brush along Highway 31 just south of the Post Office. He stated that they did a tremendous job.
- The Mayor reminded everyone of the annual Mayor’s Prayer Breakfast which is sold out. The event will be tomorrow, beginning at 7:30 AM, at the Vestavia Country Club. He

thanked the Chamber for organizing the event and stated speaker Christian Cooper will be inspirational.

- The Mayor stated that the City will be hosting a large Veterans Day gathering on November 8. He stated they are putting the program together and coordinating with Vestavia Hills United Methodist Church. He stated that they are also looking at a seminar for “Crimes Against the Elderly, tentatively to be held on August 7. More details will be following as these events draw near.
- Mr. Weaver stated that the Planning and Zoning Commission rescheduled their regular meeting for last Wednesday. He stated that most decisions were ministerial, but there will be some rezoning in Timberlake area that will be later be presented to the City Council. He indicated that they adopted the last month minutes which was Mr. Burrell’s final meeting.
- The Mayor stated that they will need to appoint a replacement for Mr. Burrell on the Commission. He indicated that he would like to appoint another individual from Cahaba Heights to fill this very important position.

### **FINANCIAL REPORTS**

Mr. Turner presented the March 2018 and fiscal mid-year report. He read and explained the balances.

### **APPROVAL OF MINUTES**

The minutes of the April 9, 2018 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the minutes of the April 9, 2018 (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**

#### **ORDINANCE NUMBER 2750**

**Ordinance Number 2750 – Annexation – 90-Day Final – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph’s Retreat; Linda Craft, Owner (public hearing)**

**MOTION** Motion to approve Ordinance Number 2750 was made by Mr. Weaver and second was by Mr. Pierce.

The Mayor explained that the next eight ordinances are the 90-day final annexation of properties that were annexed previously and the compatible rezoning of each property.

Ms. Leavings explained the two annexation processes utilized by the City, which include the overnight and 90-day methods. She stated that these properties were annexed into the City 90 days ago overnight and this represents the 90-day finalization of those homes.

The Mayor opened the floor for a public hearing for this Ordinance as well as the next seven items on the agenda concerning these annexations and compatible rezoning of each property.

Mr. Pierce stated that nothing has changed within this 90 days. He stated no concerns have been noted in these annexations.

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

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

#### **ORDINANCE NUMBER 2751**

**Ordinance Number 2751 – Rezoning – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph’s Retreat; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Linda Craft, Owner (public hearing)**

**MOTION** Motion to approve Ordinance Number 2751 was made by Mr. Weaver and second was by Mrs. Cook.

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

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

#### **ORDINANCE NUMBER 2752**

**Ordinance Number 2752 – Annexation – 90-Day Final - 3640 Altadena Drive; Lot 1 Altadena Acres; Kevin And Georgia Holdefer, Owners (public hearing)**

**MOTION** Motion to approve Ordinance Number 2752 was made by Mrs. Cook and second was by Mr. Weaver.

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

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

### **ORDINANCE NUMBER 2753**

**Ordinance Number 2753 – Rezoning – 3640 Altadena Drive; Lot 1 Altadena Acres; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Kevin And Georgia Holdefer, Owners (public hearing)**

**MOTION** Motion to approve Ordinance Number 2753 was made by Mr. Weaver and second was by Mr. Head.

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

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

### **ORDINANCE NUMBER 2754**

**Ordinance Number 2754 – Annexation – 90-Day Final – 1722 Vestaview Lane; Shades Mountain Baptist Church, Owner (public hearing)**

**MOTION** Motion to approve Ordinance Number 2754 was made by Mr. Weaver and second was by Mr. Pierce.

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

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

### **ORDINANCE NUMBER 2755**

**Ordinance Number 2755 – Rezoning – 1722 Vestaview Lane; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Shades Mountain Baptist Church, Owner (public hearing)**

**MOTION** Motion to approve Ordinance Number 2755 was made by Mr. Weaver and second was by Mr. Head.

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

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

### **ORDINANCE NUMBER 2756**

**Ordinance Number 2756 – Annexation – 90-Day Final – 2672 Dolly Ridge Road; Binita And Niraj Parekh, Owners (public hearing)**

**MOTION** Motion to approve Ordinance Number 2756 was made by Mr. Weaver and second was by Mr. Head.

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

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

### **ORDINANCE NUMBER 2757**

**Ordinance Number 2757 – Rezoning – 2672 Dolly Ridge Road; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Binita And Niraj Parekh, Owners (public hearing)**

**MOTION** Motion to approve Ordinance Number 2757 was made by Mrs. Cook and second was by Mr. Weaver.

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

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

### **RESOLUTION NUMBER 5036**

**Resolution Number 5036 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And Blackwater Real Estate, LLC (public hearing)**

Mr. Downes explained the City's revenues primarily derive from property taxes and sales taxes. Both are showing good returns this year and due to implementation of economic strategies to try and capture "leakage" that consists of shoppers who have to go outside of the City to purchase groceries because of lack of area facilities. The newest proposed development is in the Liberty Park area which would consist of a local grocery anchor along with other retail facilities. This would help to capture the leakage from that area because residents must presently travel to other municipalities to do their grocery shopping. He explained the parameters of the development agreement with Blackwater Real Estate as well as the challenges associated with development in Liberty Park. He stated that he feels this incentive agreement needs to be considered in order to make this development a reality.

Heyward Hosch described the terms of this agreement.

John Abernathy, Blackwater Real Estate, explained why this development agreement is needed in order to construct this proposed retail by providing information about the site and the estimated amount of leakage. He showed a proposed site plan for the grocery anchor development and indicated that Liberty Park has some planned development around this site. He explained the challenges of developing the site including earth work, grading, reclaiming abandoned mines, rising construction costs, etc. He explained the timing with Liberty Park having already begun some of the clearing and the projected construction start date.

Mr. Downes explained the parameters of the agreement that are standard terms, but some extraordinary costs were included within this agreement and there will be a reconciliation at the end on actual costs of development. He stated this will tie the costs to actual and not perceived, possibly inflated, estimates.

Discussion ensued regarding revenues derived from no development and high-end finishes on this, as compared to other stores, which are required by the Liberty Park Architectural Review Committee.

**MOTION** Motion to approve Resolution Number 5036 was made by Mr. Weaver and second was by Mr. Pierce.

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

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

## **NEW BUSINESS**

### **RESOLUTION NUMBER 5037**

**Resolution Number 5037 – A Resolution Appointing A Member To The Vestavia Hills Board Of Education**

The Mayor stated that this Resolution is for the appointment of a new member of the Board of Education.

**MOTION** Motion to approve Resolution Number 5037 was made by Mr. Weaver and second was by Mrs. Cook.

The Mayor stated that six people applied and five were interviewed after one applicant withdrew.

Mr. Pierce read from a prepared statement regarding this issue:

*“I want to thank everyone who applied to serve on the board of education and everyone who took the time to contact me and other councilors about this important decision. We are incredibly fortunate to have so many talented people in our city who care about our schools and are willing to serve.*

*Appointing members to the board of education is probably the most important task that the city council undertakes. The Vestavia school system is the crown jewel of our city, and it is a major reason why many families choose to live here. Our children are our future, and I am proud of the support that this council and the board of education provide to make sure that our young people have everything that they need to succeed.*

*Our award winning schools are the product of excellent students and their families, and the hard work of many throughout our community who are committed to providing a world-class education and overall academic experience. However, none of this would be possible without our dedicated teachers and administrators who willingly give of themselves to create a better life for our children and our community.*

*Over the past few years, dozens of teachers within our school system have contacted me to express their concern about the lack of support that they have received from the central office. Instead of being encouraged to express their opinions and to make suggestions about how to improve our schools, they have been reprimanded and punished for speaking up and raising concerns. Some older teachers and administrators have been pushed out or reassigned, and many younger teachers do not view Vestavia as a place to spend their entire careers. As a result, the morale among our teachers is low, but many are excited about a fresh start with a new superintendent who they hope will stand behind them and value their opinion. But in reality, that obligation rests with this city council as the body that appoints the board of education members who set the vision for our schools. And if our teachers do not receive the support that they need and deserve, then we have failed our teachers, our students, and our community. In fact, these concerns about our school system are the reason that many of us were elected to serve on this city council. While the board of education is a separate legal entity, the city council is*

*accountable to the citizens for the board's actions. Therefore, it is our job to appoint individuals who represent the views of the council and our community -- and who will stand up for our teachers, our students, and the will of our citizens. So tonight I challenge our new board member to always listen to our teachers and administrators and to foster an atmosphere where they are encouraged to let their voices be heard. The education of our children is too important to let petty political games get in the way. We have some of the best teachers and administrators anywhere, and they are passionate about what they do -- so we must support and build them up so that they do not have to live in fear that simply expressing a contrary view may result in them losing their job. I believe that this can only be accomplished if the board and city council are on the same page and working together.*

*The new board member we appoint will be tasked with representing this city council's views on the board of education. This board member should speak up and ask lots of questions so that we all understand not only the decision being made, but WHY the decision came to be and HOW it will affect families throughout Vestavia. I encourage the new appointee and all board of education members to work alongside the city council and to listen to our input so that together we can ensure that the crown jewel of our city continues to remain strong.*

*Most importantly, I ask that you please go above and beyond to listen to and support our teachers and administrators so that we can continue to attract and retain the strong caliber of individuals who have worked in our system since its inception. I have 8 grandchildren who are either currently or will be enrolled in Vestavia schools, so the future of MY Family, YOUR Family, and the ENTIRE Vestavia community depends on YOU.*

*I offer my full support and thank you for your willingness to serve.”*

Mr. Weaver stated that only one vacancy occurs each year but encouraged anyone interested to apply for future positions.

Mr. Head stated that some applicants go through this application and are not appointed because there is only one vacancy each year. He encouraged anyone not selected tonight to continue to apply.

Mrs. Cook read a prepared statement regarding this issue:

*“At this time, I would like to announce my nomination for school board but, before I do that, I would like to say a few words about one candidate who withdrew his name from consideration before the interviews started.*

*Dr. Charles Mason served our board well as interim superintendent for six months and I am grateful for his service and his sacrifice in coming out of retirement to help our system in a time of great need. His willingness to apply for school board and the way that he served as superintendent reflect well on his character, judgment*



*and integrity. I was one of several (probably many) initial people who encouraged him to apply for the board position and, as I told him at our last meeting before the board interviews started, he is a strong candidate who is supported by many in our city. He has not discussed his reasons for withdrawing with me and I respect him enough not to ask that question. I am aware there are some in our city who have said I asked him to withdraw, but that is just not the case. He served us well and he deserves our thanks. Our school system, our students and families will be forever grateful for his leadership during an important time of transition.*

*This council has had a lot of big decisions to make over the last weeks, but no decision is more important, in my mind, than our appointment to the school board. This was not an easy decision, because we had a great pool of candidates to consider. It is also a critical time for our school system, with rezoning approaching and a new superintendent at the helm. I appreciate our applicants for their willingness to expose themselves to a public vetting process. Having applied four times myself, I know exactly what that feels like. As I told our candidates at their interviews, I thank them for their interest and willingness to serve.*

*Following the last interview on Tuesday, we had an open discussion and two candidates clearly rose to the top—Tealla Stewart and Jennifer Weaver—both highly qualified candidates, as were all the candidates who applied. In making this decision, I have leaned heavily on my fellow councilors because I respect their input and their judgment. Since Tuesday, I have talked to references and done extensive research on these two candidates. I spent my weekend considering which of these two women would be the better choice, but knew that either would make a fine board member. My delay in making a final decision was not because of doubts about either candidate, but because they both had such strong qualities to offer our school system. My husband said, “You need to pray about this,” and I did.*

*I will share with you that this is the main reason I ran for public office, to select school board members who would work tirelessly to ensure our schools are the very best they can be. I want school board members who are passionate about our schools and who are willing to advocate on behalf of parents, students and teachers.*

*Our schools are important to everyone in our city—not just families with children. The school board budget is double our city budget. More of our money goes to support schools than for any other city purpose, which illustrates just how much our citizens believe in our schools.*

*Now that I have said all of that, at this time, I would like to make a motion to substitute the name of Jennifer Weaver as our appointment to the Vestavia Hills School Board. In talking with the other councilors, I am assured we have the confidence she will do a great job representing our community and providing oversight of our school system.*

*Jennifer has been a consistent advocate for students in her work at both Liberty Park Elementary and Liberty Park Middle, serving as PTO president at both of these schools. She is a chemical engineer who worked in the past for ExxonMobil. Now, she works part-time for Patient Engagement Advisors as a financial analyst, but also tutors AP Chemistry on the side, helps direct the Vestavia Hills Soccer Club program and teaches youth at her church, Liberty Park Baptist. Her most important job is raising three children who attend our schools, so she understands what families are dealing with right now in our society and in our schools.*

*In speaking to her references, Jennifer is known as a kind and compassionate person, though she does not like to call attention to it when she helps others. She is also a worker who is not afraid of a little sweat. She asks questions and thinks independently to arrive at decisions that are best for students. As I spoke with her about student achievement and curriculum, she said, "Show me on paper and I will believe it." She asks for facts and information to inform her decisions.*

*Even though she is a facts and figures kind of gal, she understands how to achieve consensus and work collaboratively with others to get the job done. Her references--parents in our school system--say she is a leader who is not afraid to take a position once she has given fair consideration to all the alternatives. In our conversations, I found that Jennifer and I agree on the concerns that have faced and may soon face our school system.*

*I have worked with Jennifer in the past to achieve parity in curriculum at Liberty Park Middle. She was one of those instrumental in getting changes made that restored the Liberty Park and Cahaba Heights community's faith in our school system. In short, she knows how to work within the system to improve our schools. In the positions she has held so far, she has been a strong advocate for students and families—I know she will continue to do this as a board member.*

*The most important thing to me is that I am confident she will work to ensure our schools reflect the values, beliefs and priorities of our community.*

*I submit to you for your consideration my nomination for school board, Jennifer Weaver."*

**MOTION** Motion to amend Resolution Number 5037 to fill in the name of the appointee as Jennifer Weaver was by Mrs. Cook. Second was by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes

Mr. Pierce – yes

Mayor Curry – yes

Mr. Head – yes

Mr. Weaver – yes

Motion carried.

**RESOLUTION NUMBER 5038**

**Resolution Number 5038 – Alcohol License – Jacquelines Inc., D/B/A 4<sup>th</sup> Annual Crawfish Boil By Cajun Seafood House For The Sale Of 140 – Special Events Retail At 2531 Rocky Ridge Road, Suite 107 Parking Lot; Maria Esperanza Adan, Executive (public hearing)**

Mr. Downes stated that this is the 4<sup>th</sup> annual crawfish boil and each year this request has come before the Council.

**MOTION** Motion to approve Resolution Number 5038 was made by Mr. Pierce and second was by Mr. Weaver.

Killen Duran, manager, was present in regard to this request.

Mr. Pierce asked about procedures taken to ensure alcohol isn't sold to minors at this event. Mr. Duran stated everyone is trained and they use the same quality control as inside the restaurant. There have been no problems with the three previous events.

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

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

**RESOLUTION NUMBER 5039**

**Resolution Number 5039 - A Resolution To Initiate The Rezoning Of A Portion Of 1280 Montgomery Hwy; City Of Vestavia Hills, Owner**

**MOTION** Motion to approve Resolution Number 5039 was made by Mr. Weaver and second was by Mr. Pierce.

The Mayor stated that this initiates the rezoning of the portion of the Public Works property that remains not zoned. He stated that this was explained earlier in the City Manager comments.

The Mayor called for the question.

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

**RESOLUTION NUMBER 5040**

**Resolution Number 5040 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement For Legal Services To Pursue Damages Incurred As A Result Of The Illegal Sale And Distribution And Marketing Of Opioids And Opioid Derivative Drugs In The City**

The Mayor stated that this potential litigation has been discussed at previous work sessions.

Tommy Dazzio explained that this is a multi-jurisdiction lawsuit and will be filed on behalf of many plaintiffs. He explained the basis of the lawsuit and the parameters of the agreement before the Council tonight.

Mrs. Cook asked if the lawsuit filed on behalf of other cities by another firm, which had approached the city about representation, had been removed to federal court.

Mr. Dazzio stated he was not aware of the action in that case.

Mr. Pierce asked about fees charged to the City.

Mr. Dazzio stated that their fee would be 30% of any revenues that the City derives from the lawsuit. He stated that the judge can approve a different percentage, because the judge ultimately has the authority to approve attorney fees, but that is the fee in the proposed agreement.

The Mayor stated that he understands the judge wants to move forward with this and discuss settlement because the judge believes action is needed as soon as possible.

**MOTION** Motion to approve Resolution Number 5040 was made by Mr. Pierce and second was by Mr. Head.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – abstained

Mayor Curry – yes

Motion carried.

**RESOLUTION NUMBER 5041**

**Resolution Number 5041 – A Resolution Authorizing The City Manager To Reinvest The Emergency Reserve Funds For The City**

**MOTION** Motion to approve Resolution Number 5041 was made by Mr. Weaver and second was by Mrs. Cook.

Mr. Downes explained that Mr. Turner has received quotes of interest rates and has recommended the reinvestment of the emergency reserve funds with Morgan Stanley, which came forward with the best rate on a 24-month certificate of deposit.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

### **RESOLUTION NUMBER 5043**

#### **Resolution Number 5043 – A Resolution Expressing An Intent To Support The Annexation Of Gresham School Should The Vestavia Hills Board Of Education Purchase The Property**

The Mayor stated that the Board of Education is in the process of purchasing the Gresham School and, before they purchase, they want some assurance that the City would support annexation of the property.

**MOTION** Motion to approve Resolution Number 5043 was made by Mr. Weaver and second was by Mrs. Cook.

Mrs. Cook stated that the Council requested a quick review and an annexation report. She stated that they did receive the review and she asked that the report be included in the record of the meeting. She stated that the roadway is in fair to poor condition and that there might be evaluation of a turn lane.

Ms. Leavings explained the possible resurfacing of the street.

Mr. Pierce thanked staff for the reviews, which were requested last-minute and required quick response.

Mrs. Cook added that the Fire Department indicated some wiring of the ballfields needed to be corrected.

Mr. Weaver stated those repairs have begun there and are being completed as soon as they can get access to the fields.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)**

The Mayor stated that this item requires unanimous consent. All notifications and advertisements were done; however, the item wasn't given a first reading on previous agenda. He opened the floor for a motion.

**MOTION** Motion for unanimous consent for consideration and action on Ordinance Number 2749 was by Mrs. Cook and second was 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.

**ORDINANCE NUMBER 2749**

**Ordinance Number 2749 – An Ordinance Granting A Conditional Use Approval To Allow Operation Of A Dog And Cat Training, Boarding And Animal Daycare Facility On The Property Located At 381 Summit Blvd And 3191 Cahaba Heights Road; McCorquodale Properties, LLC; Owners; Property Current Zoned Vestavia Hills B-3, Business (public hearing)**

Mr. Weaver stated that this came before the Planning and Zoning Commission which reported that this is consistent with the master plan and was unanimously recommended for approval.

**MOTION** Motion to approve Ordinance Number 2749 was made by Mr. Pierce and second was by Mr. Weaver.

Jesse Evans, attorney representing the applicants, stated that this request would allow boarding of the animals.

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

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

**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 May 14, 2018, at 6:00 PM.

- Ordinance Number 2758 – An Ordinance To Declare Property Located At 1280 Montgomery Highway As Surplus And To Authorize And Direct The Sale Of Real Estate

- For Construction And Operation Of A Two-Building Retail Development Including Baumhowers Victory Grille Restaurant (*public hearing*)
- Resolution Number 5042 - A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And HES Investments LLC For Construction Of A Two-Building Retail Development Including Baumhowers Victory Grille Restaurant (*public hearing*)

### **CITIZEN COMMENTS**

None.

### **EXECUTIVE SESSION**

The Mayor stated that there is a need for an Executive Session to discuss pending/future litigation for an estimated 20 minutes. He indicated that Bent Owens, attorney representing the City, was present in regard to this issue. There will be no action following the meeting.

**MOTION** Motion to move into Executive session for an estimated 20 minutes to discuss pending/future litigation was by Mrs. Cook and second was by Mr. Weaver. Voice vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

The Council exited the Chamber at 7:46 PM and entered into Executive Session. At 8:14\_ PM, the Council entered into the Chamber and exited from Executive Session. At 8:15 PM, the Mayor called the meeting back to order.

At 8:16 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 8:17 PM.

Ashley Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2758**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE SALE  
OF REAL ESTATE, MORE PARTICULARLY DESCRIBED AS 1280  
MONTGOMERY HIGHWAY, VESTAVIA HILLS, ALABAMA**

**THIS ORDINANCE NUMBER 2758** is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 14<sup>th</sup> day of May, 2018.

**WITNESSETH THESE RECITALS:**

**WHEREAS**, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities corporate and gives them the power to contract and be contracted with; and

**WHEREAS**, Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances and all of the property, real and personal, belonging to the City; and

**WHEREAS**, Title 11-47-20, *Code of Alabama, 1975*, provides that the City Council may, by ordinance to be entered in its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the Mayor to make title thereto, and a conveyance made by the Mayor in accordance with such ordinance invests the grantee with the title of the municipality; and

**WHEREAS**, Title 11-43A-28, *Code of Alabama, 1975*, provides that the City Manager shall be the head of the administrative branch of the government of the City of Vestavia Hills and shall be responsible to the City Council for the proper administration of all municipal affairs; and

**WHEREAS**, Title 11-43A-48, *Code of Alabama, 1975*, provides that all contracts for the City of Vestavia Hills shall be made and approved by ordinance and signed in the name of the City of Vestavia Hills by the mayor and countersigned by the city manager; and

**WHEREAS**, Title 11-45-8(b), *Code of Alabama, 1975*, provides that if an ordinance is published by posting, then in such event said ordinance shall take effect five days thereafter; and

**WHEREAS**, the City of Vestavia Hills, Alabama (“City”) is the owner of real property situated in the City of Vestavia Hills, Jefferson County, Alabama, which said real



estate shall hereinafter be referred to as the “subject property” and is more particularly described as follows:

Public Works/City Shop Facility located at 1280 Montgomery Highway;  
2.6 acres, more or less; and

**WHEREAS**, HES Investments, LLC, an Alabama limited liability company and qualified to do business in the State of Alabama (“Purchaser”), has requested that the City declare said property as surplus and offer for sale to the Purchaser; and

**WHEREAS**, the City finds and determines that it is willing to accept the offer by HES Investments, LLC; for an amount equivalent to One Million, Eight-Hundred Thousand Dollars (\$1,800,000) pursuant to the terms and conditions detailed in a Purchase and Sale Agreement (“Agreement”); a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2758 as though written fully therein; and

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

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

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

2. The Mayor and City Manager are hereby authorized and directed to execute and deliver all documents required to close said sale for and on behalf of the City of Vestavia Hills, Alabama pursuant to the terms and conditions as detailed in the attached Exhibit A; and

3. A copy of said real estate closing documents, along with said payment, will be submitted upon closing and kept on file in the office of the City Clerk of the City of Vestavia Hills, Alabama for inspection by members of the general public.

4. Upon approval, adoption and enactment of this Ordinance Number 2758 the Mayor and City Manager are hereby authorized and directed to take any and all legal action necessary to close the sale of the subject property all in accordance with the terms, provisions and conditions previously described.

5. Any and all proceeds for same of said property shall be utilized for the Community Spaces Capital Fund.

5. This Ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

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

**DONE, ORDERED, APPROVED and ADOPTED** this the 14<sup>th</sup> day of May, 2018.

CITY OF VESTAVIA HILLS, ALABAMA

By \_\_\_\_\_  
Ashley C. Curry  
Mayor

ATTESTED BY:

\_\_\_\_\_  
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2758 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 14<sup>th</sup> day of May, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into on or as of this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **The City of Vestavia Hills, Alabama** (the "Seller", "City"), and **HES Investments, LLC**, an Alabama limited liability company or its assigns (the "Purchaser").

### Recitals

A. Seller is the owner of that certain parcel of real property, being known as the City Public Works property to be comprised of approximately 2.6 acres, located at [12901280](#) Montgomery Highway in Vestavia Hills, Alabama, as generally depicted on the attached Exhibit A and made a part hereof (the "Property"). Furthermore, the legal description of said property is attached as Exhibit B to the agreement and incorporated by reference.

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

### Agreement

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

1. Purchase Price; Closing Date. The purchase price for the Property shall be \$1,800,000.00 (the "Purchase Price"), to be paid as hereinafter provided. The closing of the sale and purchase of the Property (the "Closing") shall occur on the Closing Date, as defined in paragraph 6.

2. Earnest Money; Inspection Period. No later than three (3) business days after the Effective Date, Purchaser shall deliver to Land Title Company of Alabama, Inc. (the "Escrow Agent") immediately available funds in the amount of \$10,000.00 (the "Earnest Money"), to be held and disbursed by the Escrow Agent in accordance with the terms of this Agreement. Commencing on the Effective Date, Purchaser shall have not less than one hundred and twenty (120) days (the "Inspection Period") to perform such inspections as Purchaser deems necessary to evaluate the Property, at Purchaser's sole expense in cooperation with the Seller; said Inspection period to end upon City's issuance of the Notice to Proceed Site Development. During this process, Seller will diligently pursue clearing of all use restriction matters as to title and relocate all operations currently on the property. Purchaser shall indemnify and hold Seller harmless from any and all claims, damages and losses, including attorney fees, arising from such inspections. If Purchaser deems any inspection unsatisfactory, for any reason or no reason, Purchaser shall have the right to terminate this Agreement prior to the end of the Inspection Period, by written notice to Seller received prior to the end of the Inspection Period, and receive a full refund of the Earnest Money. If Purchaser does not terminate this Agreement prior to the end of the Inspection Period, all inspections shall be deemed satisfactory, and the Seller shall proceed to rough grading of the site per paragraph 3; with Closing by Purchaser to occur upon rough grade completion. If the United States Department of Interior has not completed the conversion process removing the limitation of use of the property to public outdoor recreation purposes (filed in the office of Judge of Probate of Jefferson County, Alabama on August 27, 1979 and recorded at Real 1806, Page 437) by September 14, 2018, then in such event the Seller may choose to proceed, delay or terminate this Agreement and the development of the Property by providing written notice to Purchaser no later than September 21, 2018. If the Seller delays or terminates this Agreement or the development of the

site, then the Purchaser shall have the right to cancel and terminate this Agreement, with cause, in which event the parties agree that:

- (a) The earnest money shall be returned to purchaser in full; and
- (b) The Seller shall not be required to do any of the work described in section 3 in this Agreement; and
- (c) This will be deemed a termination by Purchaser with cause for which the remedies in Paragraph 13 below shall apply.

3. Development Agreement & Rough Graded Site. Within 10-days of the Effective Date, the Seller & Purchaser will mutually engage LBYD Engineers to generate a formal parcel plat and full site development plans for the Property and rough grading as to the City's adjacent Wald Park the cost of \$58,880.00 which is to be paid by the Seller in the amount of \$ 29,440.00 and the Purchaser in the amount of \$29,440.00 during the Due Diligence Period. Additionally, the Purchaser will engage and pay for other items of due diligence necessary in development planning for the subject site including environmental (phase 1 review), geotechnical, traffic studies, etc. All such plans with plat shall be completed and approved by the City no later than August 9, 2018. The Development Plans will distinguish a Rough Grading Completion including demolition, excavation, backfill, sanitary sewer repositioning, and retaining wall support; as well as any off-site sidewalks/stair needs providing connectivity between Wald Park and the Property along US Highway 31. The Seller will then engage a contract for completion of Rough Grading with work to begin no later than October 1, 2018 (Start Date) and completion no later than January 10, 2019 (Finish Date) using a contractor of reputable ability and performance history. If the Seller and Purchaser, after the execution and delivery of this Agreement and the completion of the work by Seller, disagree as to: (1) whether or not the work complies with the plans prepared by LBYD, Inc.; (2) is complete or incomplete; or (3) defective; then in such event said dispute shall be decided by LBYD, Inc. and its decision shall be final and binding on both Seller and Purchaser. It is the intent of the parties in finalizing the Development Agreement and Rough Graded Site that the Seller's cost will not exceed \$1.5 million.

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

5. Possession. Seller shall deliver possession of the Rough Graded Property to Purchaser on the Closing Date.

6. Place and Date of Closing. The Closing shall take place by wire transfer through the offices of the Title Company or Closing Attorney on or before January 17, 2019. The actual date of Closing is referred to herein as the "Closing Date." Both parties hereby agree that the closing may take place by delivery of documents by mail or other courier source without the parties having to be in attendance to close.

7. Conveyance. Seller agrees to convey the Property to Purchaser by Statutory Warranty Deed ("the Deed") at closing subject to the permitted exceptions (as herein defined)."

8. Costs and Fees. Seller shall pay all costs and fees related to owner title policy and, title commitment. Purchaser shall pay all other costs and fees related to closing including any appraisal, environmental audits, mortgage tax, recording of the deed, etc. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement, any Development & Incentive Agreements dealing with the sale and purchase of the Property. All taxes will be prorated as of the day of closing.

9. Title Insurance and Survey. Seller shall immediately engage to provide a survey of the site and within fifteen (15) days after the Effective Date, secure a title commitment (the "Title Commitment") naming Purchaser as the proposed insured on a Chicago Title Insurance Company Standard Form Owners Policy issued by Land Title Company of Alabama, Inc. as agent for Chicago Title Insurance Company (the "Title Agent") for the Property described in Exhibit B hereof in the amount of the Purchase Price (the "Title Policy"). Items reviewed and approved by Purchaser during the Due Diligence Period and not objected to shall be referred to as "permitted exceptions" hereunder. It is acknowledged that the property currently has a restriction of use covenant burdening the land. The City is engaged in and will pursue with good-faith diligence removal of said restriction prior to the end of the Inspection Period.

10. Other Considerations. Prior to closing, the parties will enter into a mutually acceptable Development Agreement and Incentive Agreement to be agreed upon by Purchaser and Seller during the Due Diligence Period, supporting the Purchaser's plans to develop the property into a 2-parcel retail project. The primary tenant is expected to be Baumhower's Victory Grille (BVG) with an anticipated additional fast food or retail user on the smaller pad; all subject to final terms, conditions and due-diligence. The City will further agree to perpetually maintain clearing of the ALDOT right of way fronting the property along Highway 31 to allow clear road visibility of the Property. Finally, the City will promote pedestrian and traffic flow connectivity of the Site with its redevelopment of Wald Park and the overall ingress-egress at Highway 31. Furthermore, Seller and Purchaser agree that the Property shall never be used for any of the purposes described in Exhibit D, which is attached hereto and incorporated into this Agreement by reference as though set out fully herein. The prohibited uses shall be put in the form of Restrictive Covenants, signed by the Purchaser and filed for record in the office of the Judge of Probate of Jefferson County, Alabama, along with the deed. (Provisions of paragraph 10 are contingent upon City Council approval of a separate agreement in adherence with Amendment 772 of the Constitution of the State of Alabama.)

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

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

(b) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Seller.

(c) Seller has no actual knowledge that the Property has in the past been used or is presently used for the handling, storage, manufacturing, refining, transportation or disposal of toxic material, hazardous substances or hazardous waste. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

12. Documents for Closing.

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

(i) the Deed;

(ii) such additional documents and instruments as the title company may reasonably require to transfer Seller's interest in the Property pursuant to the terms of this Agreement, each of which shall be in form and substance reasonably satisfactory to Seller;

(iii) The Incentive Agreement;

(iv) The Development Agreement;

(v) Applicable State of Alabama forms required to convey real property;

(vi) Closing Statement;

(vii) FIRPTA Affidavit; and

(viii) 1099.

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

(c) The order of the Closing shall be as follows:

(i) the Escrow Agent shall deliver to Purchaser's title company (the "Title Company") the original Closing Documents as executed by Seller;

(ii) Purchaser shall execute the Closing Statement and any other Closing Documents requiring execution by Purchaser and shall transmit such signed documents to the Title Company;

(iii) promptly thereafter Purchaser shall wire transfer to the Title Company the net Purchase Price; and

(iv) on the date of receipt by the Title Company of such net Purchase Price, the Title Company shall wire transfer Seller's proceeds, as reflected on the fully executed Closing Statement, to Escrow Agent, and promptly record the deed.

13. Default; Remedies. If Purchaser fails to perform its obligations under this Agreement within the time specified, Seller shall have the right to retain the Earnest Money as liquidated damages as its sole and exclusive remedy. If Seller fails to perform any of the covenants of this Agreement, then the Earnest Money paid by Purchaser shall be returned and Purchaser may seek the remedy of specific performance (so long as such action is filed with notice to the Seller within thirty (30) days of the alleged breach) and or pursue any other remedies afforded to it under the law. If either party fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

If the Seller does not issue a Notice to Proceed Site Work and engage work by the Start Date as to Rough Grading; then the Purchaser may move to expedite its Closing on the site in an as-is condition with a discounted Purchase Price of \$300,000 within 30-days of the missed Start Date. If neither Seller nor Purchaser chooses to proceed, then Seller will reimburse Purchaser for all cost incurred under Paragraph 3 above and Purchaser will fully assign all due diligence and construction documents to the Seller for their further use in activities with their property.

If the Seller proceeds with the work and doesn't complete the work by January 10, 2019 then Purchaser may (a) proceed with Closing discounted by 110% of the amount remaining to complete Rough Grading per the contractor, or (b) wait until completion of Rough Grade to close with a discount to price of \$2,500/day until completion (no later than February 10, 2019, at which point if the work is not completed then the contract may be terminated by the Purchaser with cause). Any termination by the Purchaser with cause will require reimbursement from Seller within 10-days of invoice by the Purchaser of all engineering and due diligence cost incurred by the Purchaser with the Property.

14. Condemnation and Destruction. If, on the Closing Date, all or any reasonably substantial portion of the Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Property has been materially damaged or destroyed, Seller shall notify Purchaser of such fact and Purchaser shall have the option to terminate this Agreement and, in the event Purchaser shall elect to terminate this Agreement, Seller shall refund to Purchaser the Earnest Money. If this Agreement is terminated and the Earnest Money is returned, as aforesaid, neither party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Purchaser does not exercise its option to terminate this Agreement, the parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Purchaser shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage.

15. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement, shall be binding on any of the parties, and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto.

16. Notice. Any notice required hereunder shall be in writing and sent by certified mail, return receipt requested. Notice shall be deemed to be given when deposited in the United States mail, postage prepaid. Personal delivery and delivery by recognized overnight delivery service may be substituted for certified mail. Notice shall be sent to the following individuals:

If to Purchaser: HES Investments, LLC  
2660 Old Rocky Ridge Road  
Birmingham, AL 35216

With a copy to: Bradley G. Siegal, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, AL 35205

If to Seller: Jeff Downes, City Manager.  
City of Vestavia Hills, Alabama  
~~513~~1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

With a copy to: Patrick H. Boone  
Attorney and Counselor at Law



New South Federal Savings Building, Suite 705  
215 Richard Arrington, Jr. Blvd North  
Birmingham AL 35203-3720

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

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

19. Assignment. This Agreement may be assigned by Purchaser without the prior written consent of Seller.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized corporate officers as of the date set forth above.

Witnesses:

**PURCHASER: HES INVESTMENTS, LLC**

\_\_\_\_\_

\_\_\_\_\_  
By: W. Jordy Henson

Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnesses:

**SELLER: THE CITY OF VESTAVIA HILLS, AL**

\_\_\_\_\_

\_\_\_\_\_

By: Mayor

Its: Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

By: City Manager

Its: City Manager

Date: \_\_\_\_\_



## DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE RUN SOUTH 87 DEGREES 23 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION FOR A DISTANCE OF 16.20 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD MONTGOMERY HIGHWAY; THENCE RUN ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES; SOUTH 37 DEGREES 29 MINUTES 43 SECONDS WEST FOR 552.47 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 137.70 FEET, A CHORD BEARING OF SOUTH 09 DEGREES 49 MINUTES 53 SECONDS WEST, AND A CHORD LENGTH OF 127.86 FEET; THENCE ALONG SAID ARC FOR 132.97 FEET; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1254.43 FEET, A CHORD BEARING OF SOUTH 24 DEGREES 03 MINUTES 41 SECONDS EAST, AND A CHORD LENGTH OF 272.22 FEET; THENCE RUN ALONG SAID ARC FOR 272.76 FEET; THENCE RUN SOUTH 30 DEGREES 17 MINUTES 26 SECONDS EAST FOR 22.18 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING OF SOUTH 46 DEGREES 21 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 207.52 FEET; THENCE RUN ALONG SAID ARC FOR 210.26 FEET; THENCE RUN SOUTH 62 DEGREES 24 MINUTES 57 SECONDS EAST FOR 23.13 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 1482.65 FEET, A CHORD BEARING OF SOUTH 65 DEGREES 04 MINUTES 27 SECONDS EAST, AND A CHORD LENGTH OF 137.53 FEET; THENCE RUN ALONG SAID ARC FOR 137.58 FEET; THENCE RUN SOUTH 67 DEGREES 43 MINUTES 57 SECONDS EAST FOR 130.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES; SOUTH 67 DEGREES 43 MINUTES 57 SECONDS EAST FOR 3.12 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 516.82 FEET, A CHORD BEARING OF SOUTH 62 DEGREES 34 MINUTES 27 SECONDS EAST, AND A CHORD LENGTH OF 92.93 FEET; THENCE RUN ALONG SAID ARC FOR 93.06 FEET; THENCE RUN SOUTH 57 DEGREES 24 MINUTES 57 SECONDS EAST FOR 64.68 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 269.48 FEET, A CHORD BEARING OF SOUTH 49 DEGREES 50 MINUTES 28 SECONDS EAST, AND A CHORD LENGTH OF 71.04 FEET; THENCE RUN ALONG SAID ARC FOR 71.25 FEET; TO A NON TANGENT REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING OF NORTH 55 DEGREES 29 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 32.39 FEET; THENCE RUN ALONG SAID ARC FOR 33.35 FEET; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 3114.18 FEET, A CHORD BEARING OF NORTH 30 DEGREES 55 MINUTES 54 SECONDS EAST, AND A CHORD LENGTH OF 73.19 FEET; THENCE RUN ALONG SAID ARC FOR 73.19 FEET; TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 77.00 FEET, A CHORD BEARING OF NORTH 60 DEGREES 35 MINUTES 41 SECONDS EAST, AND A CHORD LENGTH OF 77.78 FEET; THENCE RUN ALONG SAID ARC FOR 81.54 FEET; TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HIGHWAY 31 AND A NON TANGENT REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 3154.18 FEET, A CHORD BEARING OF NORTH 26 DEGREES 27 MINUTES 55 SECONDS EAST, AND A CHORD LENGTH OF 283.26 FEET; THENCE RUN ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY AND ALONG SAID ARC FOR 283.35 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 52 DEGREES 31 MINUTES 28 SECONDS WEST FOR 167.23 FEET; THENCE RUN SOUTH 82 DEGREES 28 MINUTES 32 SECONDS WEST FOR 72.83 FEET; THENCE RUN SOUTH 37 DEGREES 28 MINUTES 32 SECONDS WEST FOR 381.50 FEET; THENCE RUN SOUTH 22 DEGREES 16 MINUTES 03 SECONDS WEST FOR 40.74 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 111651.5 SQUARE FEET OR 2.56 ACRES.

## EXHIBIT D

### Prohibited Uses

No portion of the Property shall be used or operated for any of the Prohibited Uses, as herein defined. As used herein, the term “**Prohibited Uses**” means any of the following uses or purposes:

(i) adult book stores or facilities devoted primarily to the sale of pornographic books, films, tapes or similar audio or video products; provided, however, that the foregoing shall not prohibit or limit the operation of a national, regional or local, reputable, general interest book or video store;

(ii) a tattoo or piercing parlor;

(iii) establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop or gas station, or any establishment selling trailers;

(iv) a convenience store;

(v) establishment of any business involving the sale of paraphernalia for use with illicit drugs or for the sale of medicinal marijuana;

(vi) gambling establishment, casino, gaming room, or “off track betting” operation;

(vii) exotic dance business or any businesses such as a “Hooters”, “Twin Peaks”, “Tilted Kilt” bar or restaurant;

(viii) mobile home, manufactured home or trailer sales facilities or parks; provided, however, that the foregoing shall not be deemed to prohibit the use of construction trailers or sales and leasing trailers during the initial construction, development, leasing and sale of any portions of the Property;

(ix) any warehouse or industrial use;

(x) any self-storage facility;

(xi) a venture whose primary business is the operation of video or arcade games;

(xii) labor camps, prisons, jails, honor farms or other correctional institutions;

(xiii) landfills or garbage disposal areas or areas for the dumping,



Exhibit D – Prohibited Uses

Page 2

processing, incineration or reduction of garbage, sewage, dead animals, refuse or waste (other than on-site underground sanitary sewage disposal facilities, including septic tanks, which are specifically allowed as authorized uses);

(xiv) smelting of iron, tin, zinc or other ores, refining of petroleum or its products or mining activities;

(xv) drive-in theaters;

(xvi) stock yards or slaughter houses or commercial poultry, livestock, swine or other animal production or breeding farms;

(xvii) junk yards, baling, storage or processing of scrap metal, glass, paper or rags, storage or processing of wrecked or junked motor vehicles or any other type of outdoor storage other than for service areas and storage areas; provided, however, that the foregoing shall not be deemed to prohibit the use of any Property for the storage of construction materials during the construction or improvement of the Property;

(xviii) racetracks, raceways or drag strips;

(xix) the sale of fireworks;

(xx) pawn shops or “pay-day” loan-type businesses; provided, however, that the foregoing shall not prohibit banks, credit unions, mortgage businesses and similar financial institution uses;

(xxi) flea markets or thrift stores;

(xxii) massage parlors;

(xxiii) “disco” or other dance hall; or

(xxiv) cemetery, mortuary or funeral parlor.

## Jeff Downes

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**From:** Ken Upchurch III <wkuiii@wkupchurch.com>  
**Sent:** Thursday, May 10, 2018 12:56 PM  
**To:** Jeff Downes  
**Cc:** jordy@solutionci.com; john@grevllc.com; Raynor RB. Boles  
**Subject:** Sale & Purchase Agreement  
**Attachments:** HES-VH Agreement Clean TCU 20180510 FINAL.docx

Jeff

The attached is the Final version of the Purchase and Sales Agreement between the City & HES. It is my opinion that this is an equitable Agreement for each party.

The substitutive changes in this document versus the document that was submitted for the first read are as follows:

1. The design consultant expenses was negotiated and the fixed amount of \$58,880.00 is now included in the Agreement.
2. The cost of the design consultant expenses is to be split on a 50% sharing of the cost basis which means that the City and HES will each pay \$29,440.00.
3. The Due Diligence expenses were allocated such that HES will pay for the environmental Phase 1 assessment, the geotechnical, traffic studies and development planning on the subject site. The City will be responsible for providing a site survey, Phase 2 environmental assessment (if required) and title commitment.
4. The City's cost for the Development Agreement and Rough Graded Site is Not to Exceed \$1,500,000.00.
5. If neither Seller nor Purchaser chooses to proceed, once the actual bids are received and the cost of the work is determined, then Seller will reimburse Purchaser for all cost incurred under Paragraph 3 above and Purchaser will fully assign all due diligence and construction documents to the Seller for their further use in activities with their property. This is an equitable provision since the City will still own the property and will have the completed plans by which to seek another buyer.

Additionally, the aesthetic and economic value of the large amount of fill that will result from the development of the site will greatly benefit the overall redevelopment of the Wald Park Community spaces plan.

If you have any question, let me know.

Ken



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

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**Adoption of Resolution for  
Special Economic Development Agreement  
(HES Investments, LLC)**

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The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on May 14, 2018. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: \_\_\_\_\_

\* \* \*

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

\* \* \*

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

**RESOLUTION NO. 5042**

**A RESOLUTION AUTHORIZING  
A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT  
BY THE CITY OF VESTAVIA HILLS, ALABAMA  
AND  
HES INVESTMENTS, LLC**

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and HES Investments, LLC (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the Date of Delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$1,000,000 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) On May 4, 2018, the Municipality caused to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

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

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 6:00 p.m. on May 14, 2018 at City Hall in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and HES Investments, LLC, an Alabama limited liability company (the "Developer"), to be dated the Date of Delivery, pursuant to which City Agreement the City shall issue its Limited Obligation Economic Development Revenue Warrant in a maximum principal amount of \$1,000,000 (the "City Warrant") to the Developer, for purposes referenced in the City Agreement.

The City Warrant shall evidence the agreement of the City to make economic development grants to the Developer (based solely upon a percentage of net sales tax proceeds received by the City from the Developer with respect to various components of an integrated commercial project for a period of ten years for each respective component) for the purpose of promoting the economic development of the City and in consideration of the establishment by the Developer and the operation of commercial and related facilities in the City.

The City seeks to achieve, by undertaking its obligations pursuant to the City Agreement and the Resolution, to promote the local economic and industrial development of the City, to increase employment in the City, and to increase the tax and revenue base of the City.

The business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value is the Developer.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Manager at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2017 and on the basis of which taxes became due and payable on October 1, 2018) was not less than \$732,868,522.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

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

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the Municipality set forth in the Special Economic Development Agreement, and

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the Mayor shall approve, which approval shall not extend or increase the obligations of the Municipality thereunder and shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

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**SPECIAL ECONOMIC DEVELOPMENT AGREEMENT**

---

**Dated \_\_\_\_\_, 2018**

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**by**

**CITY OF VESTAVIA HILLS, ALABAMA**

**and**

**HES INVESTMENTS, LLC**

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**This Special Economic Development Agreement was prepared by Heyward C. Hosch and Ann E. Watford of Maynard, Cooper & Gale, P.C., 1901 Sixth Avenue North, 2400 Regions/Harbert Plaza, Birmingham, Alabama 35203-2618.**

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**SPECIAL ECONOMIC DEVELOPMENT AGREEMENT**

\_\_\_\_\_  
\_\_\_\_\_, 2018  
\_\_\_\_\_

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

**Municipality:** City of Vestavia Hills, Alabama

**Owner:** HES Investments, LLC, its successors and assigns

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**Recitals**

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

The Municipality has agreed to provide the Owner the within referenced Annual Economic Development Payments.

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

**Agreement**

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

## ARTICLE 1

### DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

**Actual Cost Certificate** shall have the meaning assigned in Article 5(2).

**Actual Cost Reduction Amount** shall mean the positive amount by which the Estimated Project Cost exceeds the actual aggregate costs of the Project as set forth in the Actual Cost Certificate. If the actual aggregate costs of the Project exceed the Estimated Project Cost, the Actual Cost Reduction Amount shall be zero (0).

**Annual Economic Development Payment** shall mean, for each Annual Payment Date, an amount equal to the sum of:

(a) fifty percent (50%) of the Municipality Net Sales Tax Proceeds actually received by the Municipality from Development A during each Development A Project Year for which such Annual Economic Development Payment is determined during the period beginning on the Development A Occupancy Date and ending on and including the tenth anniversary thereof; and

(b) fifty percent (50%) of the Municipality Net Sales Tax Proceeds actually received by the Municipality from Development B during each Development B Project Year for which such Annual Economic Development Payment is determined during the period beginning on the Development B Occupancy Date and ending on and including the tenth anniversary thereof.

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

**Date of Delivery** shall mean the date set forth on the first page hereof.

**Development A** shall mean and include those commercial and related facilities established by the Owner within the Municipality from which the Municipality receives Municipality Net Sales Tax Proceeds, as described on Exhibit C.

**Development B** shall mean and include those commercial and related facilities established by the Owner within the Municipality from which the Municipality receives Municipality Net Sales Tax Proceeds, as described on Exhibit D.

**Development A Occupancy Date** shall mean the date on which the Municipality shall have issued a certificate of occupancy for Development A.

**Development B Occupancy Date** shall mean the date on which the Municipality shall have issued a certificate of occupancy for Development B.

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

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

**Enabling Law** shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, as at any time amended or supplemented, or any successor provision of law.

**Estimated Project Cost** shall mean \$4,732,000, which such amount is the total of all costs to develop and construct the Project, whether by Owner, tenants or occupants of the Project.

**Municipality Net Sales Tax Proceeds** for any year shall (a) mean and include all proceeds and receipts of the Municipality Sales Tax less and except the Reserve Allocation thereof (as defined in Section 4.03(b)(1) of Ordinance No. 2747 of the Municipality), and (b) not include any proceeds or receipts received by the Municipality (i) from the levy by the Municipality of privilege license or excise taxes not described in the definition of Municipality Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the Municipality.

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

**Owner** shall mean HES Investments, LLC, and the successors and assigns thereof.

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

**Project** shall mean, collectively, Development A and Development B.

**Project Occupancy Date** shall mean the later of the following dates: (1) Development A Occupancy Date or (2) Development B Occupancy Date

**Reporting Requirements** shall mean the requirements set forth in Section 2 of Article 5.

**State** shall mean the State of Alabama.

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

**Total Municipality Commitment** shall mean an amount equal to \$1,000,000 less the Actual Cost Reduction Amount.

**Validation Date** shall mean that date on which a judgment entered by the Circuit Court of Jefferson County, Alabama validating and confirming the Warrant shall have become forever conclusive in accordance with, and as provided in, Section 6-6-755 of the Code of Alabama 1975.

**Warrant** shall have the meaning set forth in Section 4.03.



## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES

#### SECTION 2.01 The Municipality

The Municipality hereby represents as follows:

(1) The Municipality has corporate power and authority to enter into this Agreement, pursuant to the Enabling Law and to carry out its obligations hereunder and by proper corporate action the Municipality has duly authorized the execution, delivery and performance of this Agreement.

(2) The Warrant shall be issued, sold and delivered upon condition, and purchased by the Owner thereof in the reliance, that this Agreement is enforceable against the Municipality in accordance with the terms hereof.

(3) The issuance of the Warrant and the application of the proceeds thereof for the purposes set forth in this Agreement (i) will result in direct financial benefits to the Municipality and (ii) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(4) The Municipality represents and certifies that the indebtedness of the Municipality incurred pursuant to the Enabling Law is less than 50 percent of the assessed value of the taxable property in the Municipality as determined for state taxation for the fiscal year ending September 30, 2017.

## **SECTION 2.02 The Owner**

The Owner hereby represents and warrants as follows:

- (1) The Owner is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized the execution, delivery and performance of this Agreement.
- (2) The execution, delivery and performance of this Agreement by the Owner does not conflict with or result in a violation of any agreement, contract, instrument, order, writ, judgment or decree to which the Owner is a party or is subject.
- (3) No consent or approval by, or filing with, any governmental authority in the State of Alabama is required for the execution or delivery of this Agreement by the Owner or for the full effectiveness or enforceability thereof under the laws of the State of Alabama.
- (4) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened in writing against or affecting the Owner, which involves the consummation of the transactions contemplated by, or the validity of, this Agreement.

## **ARTICLE 3**

### **DURATION OF AGREEMENT**

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

## ARTICLE 4

### AGREEMENTS AND OBLIGATIONS OF THE MUNICIPALITY

#### SECTION 4.01 Nature, Amount and Duration of Obligation of Municipality

The Municipality and the Owner agree:

(1) Purpose. Pursuant to this Agreement, the Municipality has agreed to pay to the Owner of the Warrant in installments in arrears the Annual Economic Development Payments determined by the Municipality to be due and payable in accordance with the terms hereof.

(2) Limited Obligation. The obligation of the Municipality for the payment of the Warrant:

(a) is a limited obligation payable solely from the Annual Economic Development Payments;

(b) shall never constitute a general obligation, or a charge against the general credit or taxing powers, of the Municipality within the meaning of any constitutional provision or statutory limitation whatsoever;

(c) is subject to (i) all pledges of the Municipality Net Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all Municipality Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the Municipality; and

(d) shall commence after the Validation Date.

(3) Maximum Amount. The maximum amount the Municipality shall pay under this Agreement and the Warrant shall be limited to and shall not exceed the Total Municipality Commitment..

(4) Allocation of Total Municipality Commitment. Subject to adjustment upon the mutual agreement of the Municipality and the Owner, the Total Municipality Commitment shall be allocated between Development A and Development B as follows:

(a) to Development A, an amount equal to \$750,000 less the portion of the Actual Cost Reduction Amount allocated by the Owner to Development A; and

(b) to Development B, an amount equal to \$250,000 less the portion of the Actual Cost Reduction Amount allocated by the Owner to Development B.

(5) Duration and Termination. Anything in this Agreement or in the Warrant to the contrary notwithstanding, the Municipality shall have no obligation to pay any amount of Annual Economic Development Payments under this Agreement or the Warrant:

(a) prior to the Validation Date; or

(b) after the first to occur of (i) the expiration of ten (10) Annual Payment Dates or (ii) that date on which the Municipality shall have paid as Annual Economic Development Payments an aggregate amount not less than the Total Municipality Commitment or (iii) termination of this Agreement by the Municipality under Section 6.02(2).

#### **SECTION 4.02 Determination and Payment of Annual Economic Development Payments.**

(1) In order to receive an Annual Economic Development Payment during the period prior to the Termination Date, the Owner shall execute and deliver to the Municipality, a certificate in form and of content as attached as Exhibit B hereto. Owner shall provide such certificate no later than 45 days but in no event later than 6 months after each anniversary of the Project Occupancy Date during the term of this Agreement.

(2) The Municipality shall, on each Annual Payment Date, determine as provided herein, and pay to the Owner, the amount (if any) of the Annual Economic Development Payment due hereunder for the period referenced in such certificate.

(3) The Municipality will permit any attorneys, accountants or other agents or representatives designated by the Owner to visit and inspect any of the accounting systems, books of account, and financial records and properties of the Municipality which pertain to the Municipality Net Sales Tax Proceeds and the determination of Annual Economic Development Payments, all at reasonable business times and upon reasonable notice.

#### **SECTION 4.03 The Warrant**

(1) The obligation of the Municipality to pay the Annual Economic Development Payments hereunder shall be evidenced by a limited obligation revenue warrant, payable solely from, and secured by a pledge of, the Annual Economic Development Payments, in form and of content as the form of warrant attached to this Agreement as Exhibit A (the "Warrant").

(2) The Warrant shall not bear interest, shall be issued in an aggregate principal amount not exceeding the Total Municipality Commitment, shall be dated the Date of Delivery, and shall mature on the Termination Date.

(3) The Warrant shall be duly executed, sealed, and attested by the Municipality, and shall be registered by the Municipality as a conditional claim against the Annual Economic Development Payments.

(4) The Warrant shall be registered and transferred as provided therein.

#### **SECTION 4.04 Agreements of the Municipality**

(1) All proceedings of the governing body of the Municipality heretofore had and taken, and all ordinances and resolutions adopted pursuant thereto with respect to the levy and collection of the Municipality Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.

(2) The Municipality covenants and agrees the Municipality shall, as long as this Agreement and the Warrant shall be outstanding, continue to levy and to provide for the assessment and collection of the Municipality Sales Tax at rates not less than those in effect on the date of this Agreement.

### **ARTICLE 5**

#### **OBLIGATIONS OF THE OWNER**

(1) The Owner hereby agrees to duly and punctually observe and perform all agreements thereof under this Agreement.

(2) Within 90 days after the Project Occupancy Date, the Owner shall deliver to the Municipality the following Reporting Requirements:

(a) A certificate setting forth the actual aggregate costs of the Project (the "Actual Cost Certificate"); and

(b) Such information with respect to the verification of the actual aggregate costs of the Project as the Municipality shall request.

Notwithstanding the foregoing, if Owner has not yet spent the entire amount of the Estimated Project Cost on the date Owner delivers the Reporting Requirements to the City and such shortfall is attributable to interior improvements in the retail spaces only, the City and Owner shall agree upon an appropriate cost amount to complete such interior spaces upon Owner securing tenants or users for such spaces and such amount shall be added to the Estimated Project Costs prior to calculating any Actual Cost Reduction Amount, if any.

(3) The City has agreed to provide the Annual Economic Development Payments to assist with the costs of development of the Project in order to incentivize Developer to develop and construct the Project in the Municipality.

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

(b) The agreements and covenants in this Article 5 shall survive the termination of this Agreement with respect to events or occurrences happening prior to or upon the termination of this Agreement and shall remain in full force and effect until commencement of an action with respect to any thereof shall be prohibited by law.

## ARTICLE 6

### EVENTS OF DEFAULT AND REMEDIES

#### SECTION 6.01 Events of Default

Any one or more of the following shall constitute an event of default by the Municipality or the Owner hereunder (an "Event of Default") under this Agreement:

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

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

#### SECTION 6.02 Remedies

(1) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(2) Anything in this Agreement to the contrary notwithstanding, the Municipality may terminate this Agreement upon the occurrence of an Event of Default under Section 6.01(2), whereupon the Municipality shall have no further obligation hereunder.

#### SECTION 6.03 Remedies Subject to Applicable Law

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



## ARTICLE 7

### PROVISIONS OF GENERAL APPLICATION

- (a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Binding Effect:** This Agreement shall be enforceable by and binding upon the respective successors and assigns of the undersigned.
- (c) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (d) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (e) **Assignment:** This Agreement may be transferred by the Owner, as provided hereinafter, without consent of the Municipality, to a transferee of the Warrant simultaneously with the endorsement by the Municipality of transfer of the Warrant to such transferee as provided in the Warrant therefor. Owner's rights under this Agreement may be assigned without the City's consent to any lender providing financing for the Project (a "Project Lender"). In the event of any such collateral assignment, and reasonable notice thereof to the City, a copy of any and all notices thereafter given to Owner under this Agreement will be simultaneously provided to the Project Lender at the address provided in such notice to the City. Furthermore, Owner may assign or transfer its interest in this Agreement, without the written consent of the City, but with written notice of such assignment or transfer to the City, to either (1) an affiliated entity of Owner or an entity owned, managed or controlled by Owner or the owners of Owner, or (2) a third-party purchaser of the Project from Owner. No such assignment or transfer shall be valid or binding on City unless the person or entity to whom such assignment or transfer is made agrees in writing to assume any and all obligations of Owner and to be bound fully by this Agreement as Owner was prior to such assignment. Furthermore, Owner may sell the Project to a third party at any time during the term of this Agreement, and no such sale shall relieve the City of its obligations to make the payments required hereunder to Owner or its assigns, regardless of the fact that the Project may be owned by another entity, unless Owner, at its sole option, assigns its rights under this Agreement to such third party purchaser and advises the City of such assignment as set forth in the preceding sentence.

- (f) **Enforceability:** If any provision herein shall be unenforceable, the parties agree the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (g) **Notices:** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (h) **No Jury Trial:** Each party hereto hereby (1) waives, to the extent permitted by law, any right to trial by jury in any action or proceeding under, or related to, this Agreement and (2) agrees that no person has represented (by expression or implication) that a party hereto would not seek to enforce such waiver in the event of litigation.
- (i) **No Joint Venture:** This Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto.
- (j) **No Other Beneficiaries:** This Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.
- (k) **Final and Full Contract:** This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to the subject matter hereof.

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

**CITY OF VESTAVIA HILLS, ALABAMA**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Manager

SEAL

ATTEST: \_\_\_\_\_  
City Clerk

Address of Municipality:

City Hall  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

**HES INVESTMENTS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address of Owner:

2644 Old Rocky Ridge Road  
Birmingham, Alabama 35216

**EXHIBIT A**  
**Form of Warrant**

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This Warrant has not been registered (i) under the Securities Act of 1933, as amended, in reliance upon the exemption provided by Section 4(2) of said act, or (ii) under any state securities law, in reliance upon applicable exemptions, and may not be transferred without registration except pursuant to an exemption therefrom.

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**THIS WARRANT DOES NOT BEAR INTEREST**

**UNITED STATES OF AMERICA  
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS  
LIMITED OBLIGATION ECONOMIC DEVELOPMENT REVENUE WARRANT  
(HES INVESTMENTS, LLC)**

No. R-1

DATED DATE:

\_\_\_\_\_, 20\_\_

MATURITY DATE:

Termination Date

The CITY OF VESTAVIA HILLS, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Municipality"), for value received, hereby acknowledges itself indebted to

**HES INVESTMENTS, LLC**

or registered assigns (collectively the "Owner") in a principal amount not exceeding

**ONE MILLION DOLLARS  
(\$1,000,000)**

as determined pursuant to the within-referenced Agreement, and hereby orders and directs the Finance Director of the Municipality to pay to the Owner, solely from the Annual Economic Development Payments deposited in the Warrant Fund hereinafter designated, said principal amount, without interest, on each Annual Payment Date, until and including the Maturity Date specified above.

### **Authority for Issuance**

This Warrant is issued pursuant to the authority of the Constitution and laws of the State of Alabama, including particularly and without limitation Amendment No. 772 of the Constitution of Alabama of 1901, as amended (collectively the "Enabling Law"), and that certain Special Economic Development Agreement dated the above Dated Date (the "Agreement") by the Municipality and HES Investments, LLC.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Owner, by acceptance of this Warrant, assents and agrees to be bound.

### **Payment**

Payment of this Warrant shall be made to or as directed by the Owner; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to the Municipality for cancellation.

Each payment of principal made on this Warrant shall be reflected by the notations made by the Municipality on its internal records (which may be kept by computer or by other means determined by the Municipality) and the Municipality is hereby authorized so to record thereon all such payments. All payments of principal on this Warrant and the aggregate unpaid principal amount of this Warrant reflected on the internal records of the Municipality (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid.

All payments of principal of this Warrant by the Municipality shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Municipality upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this Warrant shall be made only to or upon the order of the Owner hereof or its legal representative, and neither the Municipality nor any agent of the Municipality shall be affected by any notice to the contrary.

### **Security**

This Warrant is a limited obligation of the Municipality payable solely from the Annual Economic Development Payments as provided in the Agreement.

The Annual Economic Development Payments are hereby pledged to the payment, and for the benefit, of this Warrant, subject to (i) all prior pledges of the Municipality Net Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all Municipality Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the Municipality.

This Warrant shall never constitute a charge against the general credit or taxing powers of the Municipality within the meaning of any constitutional provision or statutory limitation whatsoever.

The Municipality has established a special fund designated "Warrant Fund" (the "Warrant Fund") for the payment of this Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund, solely from the Annual Economic Development Payments, sums sufficient to provide for the payment of this Warrant.

### **Prepayment and Redemption**

The Municipality may, on any date, pay in advance the entire unpaid principal amount of this Warrant or any lesser portion or portions thereof by paying to the Owner the principal amount to be prepaid without premium or penalty.

### **Registration and Transfer**

This Warrant is registered as to principal and interest in the name of the Owner on the book of registration maintained for that purpose by the Municipality.

This Warrant may be transferred only upon written direction of the registered owner or its legal representative, addressed to the Municipality, presentation of this Warrant to the Municipality accompanied by a written instrument of transfer, satisfactory to the Municipality, duly executed by the registered owner or its attorney duly authorized in writing, and compliance with Article 7(e) of the Agreement. Upon presentation of this Warrant to the Municipality for transfer, the Municipality shall record such transfer on said book of registration and shall endorse on the Registration of Ownership hereon the name of the transferee and the principal amount of this Warrant then outstanding. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

### **General**

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Municipality in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that this Warrant represents a valid claim against the Warrant Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, the adoption of the resolution approving the Agreement, and the execution and delivery of the Agreement, have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this Warrant, together with all other indebtedness of the Municipality, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Municipality, acting by and through the City Council of the Municipality, as the governing body thereof, has caused this Warrant to be executed in its name and on its behalf by the Mayor of the Municipality, has caused its corporate seal to be affixed hereto and the same attested by the City Clerk of the Municipality, and has caused this Warrant to be dated the date and year first above written.

**CITY OF VESTAVIA HILLS, ALABAMA**

By \_\_\_\_\_  
Mayor

S E A L

Attest: \_\_\_\_\_  
City Clerk

**REGISTRATION CERTIFICATE**

The undersigned hereby certifies that this Warrant has been duly registered as a conditional claim against the City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein, and the Annual Economic Development Payments pledged to the payment hereof.

\_\_\_\_\_  
Finance Director of the City of Vestavia Hills,  
Alabama



**VALIDATION CERTIFICATE**

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Clerk of Circuit Court of Jefferson County, Alabama

**REGISTRATION OF OWNERSHIP**

This Warrant is recorded and registered on the warrant register of the City of Vestavia Hills in the name of the last owner named below. The principal of this Warrant shall be payable only to or upon the order of such registered owner.

| <u>Date of<br/>Registration</u> | <u>In Whose Name<br/>Registered</u> | <u>Principal Amount<br/>Outstanding</u> | <u>Signature of Authorized<br/>Officer of Municipality</u> |
|---------------------------------|-------------------------------------|---|--|
| Dated Date                      | _____                               | _____                                   | _____  |
| _____                           | _____                               | _____                                   | _____  |
| _____                           | _____                               | _____                                   | _____  |
| _____                           | _____                               | _____                                   | _____  |

**Assignment**

For value received, \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ this warrant and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney to transfer this warrant on the books of the within named Municipality with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
(Bank or Trust Company)

By \_\_\_\_\_  
(Authorized Officer)

**EXHIBIT B**

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

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

From: HES Investments, LLC

To: City of Vestavia Hills, Alabama

Date: \_\_\_\_\_, 20\_\_

Re: **Special Economic Development Agreement dated \_\_\_\_\_, 2018 by City of Vestavia Hills, Alabama (the "Municipality") and HES Investments, LLC (the "Owner").**

---

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

\_\_\_\_\_ 1, 20\_\_ to \_\_\_\_\_ 1, 20\_\_

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

1. The Owner is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.
2. The Agreement is in full force and effect.
3. The Owner has provided the Reporting Requirements to the Municipality in accordance with Section 5(2) of the Agreement.
4. The Owner is in full compliance with all applicable ordinances and regulations of the Municipality.

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

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

HES Investments, LLC  
as Owner

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT C**

**Development A**

**EXHIBIT D**

**Development B**

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement and the Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and the Warrant and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement and the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the issuance of the Warrant referenced in the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.



\* \* \* \* \*

Duly Passed and Adopted this 14th day of May, 2018.

\_\_\_\_\_  
Mayor

S E A L

\_\_\_\_\_  
City Clerk

After said resolution had been discussed and considered in full by the Council, it was moved by Councilmember \_\_\_\_\_ that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember \_\_\_\_\_. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

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

Nays: None

The Mayor thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

\* \* \*

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

**Approval of Minutes:**

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the City Council of Vestavia Hills recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member of Council

\_\_\_\_\_  
Member of Council

\_\_\_\_\_  
Member of Council

\_\_\_\_\_  
Member of Council

SEAL

Attest: \_\_\_\_\_  
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a special meeting of the City Council of the Municipality duly held on May 14, 2018, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such Resolution as introduced and adopted by the City Council on such date; (5) said Resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk of the City of Vestavia Hills, Alabama

SEAL



**Basic Terms of Incentive Agreement:**

- (1) Incentive Recipient – HES Investments, LLC and successors or assigns
  - a. A ten year incentive agreement subject to the following terms
    - i. At the end of operational year one through year ten- Rebate of 50% of Actual Sales Tax Receipts (less 1/12 of those receipts allocated to VH City Schools and Capital Reserve) from the retail operations commencing with the issuance of a certificate of occupancy for each building. (i.e. 10 years of sales tax share for retail sales from Pad A commencing with issuance of its C.O. and 10 years of sales tax share for retail sales from Pad B commencing with issuance of its C.O.)
    - ii. Sales Tax Rebates for years one through ten are subject to a maximum cumulative payout of \$1,000,000 allocated at \$750,000 for Pad A and \$250,000 for Pad B (referred to as “feasibility gap amount”)
    - iii. If said incentive rebates each cumulatively total the feasibility gap amount allocated for the particular pad prior to the conclusion of ten years, the City’s obligation shall terminate upon remittance of the cumulative total maximum obligation. (Alternatively, regardless of the rebate remittance total, the City’s obligation shall not exceed ten years on each independent parcel)
    - iv. Within 90 days following the issuance of a certificate of occupancy for both pad A and pad b, the developer shall submit to the City an accounting of actual total project costs . The projected total costs are \$ 4,732,000. The maximum incentive payable of \$1,000,000 will be reduced for the amount of actual development cost less the projected total costs of \$ 4,732,000. See calculation of feasibility gap below. Any reduction will be allocated between pads as determined by HES.

**Feasibility Gap**

| <b>Project Component</b>   | <b>Actual</b>      | <b>Allocable(Basis)</b> | <b>Difference</b> |
|--|--------------------|-------------------------|-------------------|
| Land Cost/Rough Grade  | \$1,800,000        | \$1,320,000             | \$480,000         |
| Final Sitework   | \$562,000          | \$300,000               | \$262,000         |
| Construction   | \$1,650,000        | \$1,650,000             | 0                 |
| Design, Carry, Other   | \$720,000          | \$650,000               | \$ 70,000         |
| <b>Total</b>   | <b>\$4,732,000</b> |                         | <b>\$ 812,000</b> |
| <b>Adjustment for Time Value of \$ Based Upon Nature of Rebate</b> |                    |                         | <b>\$ 188,000</b> |

**Economic Value to the City of Vestavia Hills (10 Year Analysis):**

- One time new revenue to the City of Vestavia Hills (Permit and Construction Sales Tax)= \$41,250
- Ten Year Cumulative **Net** New Revenues projected to the City of Vestavia Hills \$1,092,000
- Recurring Annual **Net** New Revenue during incentive period = \$109,200
- Recurring Annual **Gross** New Revenue at completion of incentive period = \$218,400
- Additional annual property tax provided to City and school system = \$ 68,755

\*This amount is anticipated to escalate with growth in sales and stabilization of retail development

**RESOLUTION NUMBER 5049**

**A RESOLUTION APPROVING ALCOHOL LICENSE FOR  
CARMIKE CINEMAS C/B/A AMC VESTAVIA HILLS 10; KEVIN  
M. CONNER, JOHN D. MCDONALD, AND CRAIG R RAMSEY,  
EXECUTIVES**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Carmike Cinemas c/b/a AMC Vestavia Hills 10, located at 1911 Kentucky Avenue, Vestavia Hills, Alabama, for the on-premise sale of 160 - Special Retail - More than 30 days; Kevin M. Conner, John D. McDonald, and Craig R Ramsey, executives.

**APPROVED and ADOPTED** this the 14th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



# INTEROFFICE MEMORANDUM

**DATE:** April 27, 2018

**TO:** Dan Rary, Police Chief

**FROM:** Rebecca Leavings, City Clerk

**RE:** Alcohol License Request – 160 - Special Retail - More than 30 days

Please find attached information submitted by Kevin M. Conner, John D. McDonald, and Craig R Ramsey who request an alcohol license to sell 160 - Special Retail - More than 30 days at the Carmike Cinemas c/b/a AMC Vestavia Hills 10, 1911 Kentucky Avenue, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 14th day of May, 2018 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:

|   |   |
|---|---|
| / | <b>Application cleared by P.D.</b> This indicates that there are <b>NO</b> 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           |
|   | <b>Needs further review.</b> This indicates that the Police Chief has found records of some convictions of alcohol related arrests  |
|   | <b>Does not recommend.</b> 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 |

Reviewed: \_\_\_\_\_





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20180409160409704**

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS State: \$250.00 County: \$250.00

Type License: State: County:

Trade Name: AMC VESTAVIA HILLS 10 Filing Fee: \$50.00

Applicant: CARMIKE CINEMAS LLC Transfer Fee:

Location Address: 1911 KENTUCKY AVE VESTAVIA HILLS, AL 35216

Mailing Address: 11500 ASH STREET LEAWOOD, KS 66211

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: 20173007458

Date Incorporated: 05/02/2017 State incorporated: DE County Incorporated:

Date of Authority: 05/02/2017 Alabama State Sales Tax ID: R009797697

Federal Tax ID: 581469127

| Name:                                   | Title:                          | Date and Place of Birth:     | Residence Address:                                |
|---|---------------------------------|------------------------------|---|
| KEVIN MICHAEL CONNER<br>R980831508 - MO | SENIOR VP/GEN<br>COUNSEL/SEC    | 11/17/1961<br>KANSAS CITY MO | 833 WESTOVER<br>KANSAS CITY, MO 64113             |
| JOHN DAVID MCDONALD<br>K02009453 - KS   | EXECUTIVE VP US/C<br>OPERATIONS | 05/22/1957<br>MEDFORD OR     | 14606 GRANADA<br>LEAWOOD, KS 66209                |
| CRAIG RAY RAMSEY<br>K00038302 - KS      | EXECUTIVE VP:CFO                | 08/11/1951<br>FOWLER KS      | 11025 W 122ND TERRANCE<br>OVERLAND PARK, KS 66213 |

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: JON ARCHER OR JAMES PITTMAN Home Phone: 251-626-7704

Business Phone: 251-626-7704 Cell Phone: 251-626-7704

Fax: E-mail: JARCHER@JBPLAW.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: 20180409160409704**

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
 Name of Property owner/lessor and phone number: **AIG BAKER VESTAVIA LLC 999-999-9999**  
 What is lessors primary business? **REALESTATE**  
 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? **NO**  
 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: **42287** Display Square Footage:  
 Building seating capacity: **2110** Does Licensed premises include a patio area? **NO**  
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**  
 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: 20180409160409704**

**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

**Special Retail**

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

CINEMAS

**Special Events / Special Retail (7 days or less)**

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

**Other Explanations**

Are there any special restrictions, instructions, and/or conditions for this license?: NO  
ALCOHOL OUTSIDE OF LICENSED AREA. NO TO GO SALES.

## PURPOSE

Alcohol awareness training reduces exposure to alcohol-related lawsuits and meets state and local requirements for alcohol awareness training, resulting in lower insurance premiums, reduced penalties for violations and improved guest satisfaction. All members of the theatre management team are responsible for ensuring that required associates complete all necessary alcohol awareness training within the required timeframes.

## PROCEDURES

Ensure the completion of the following courses:

- Responsible Service of Alcohol (RSOA) 101
  - The course must be completed within 14 days of hire.
  - The course must be taken every 3 years.
  - Ensure the following associates complete the RSOA 101 training<sup>i</sup>:
    - All members of the management team
    - Bartenders and servers (only at locations that do not require TiPS certifications)
    - Dedicated Alcohol Compliance Monitors
    - Crew who are not directly involved in the service and sale of alcohol (box office, concession, usher, busser etc.)
- Responsible Service of Alcohol (RSOA) 201
  - The course must be completed within 21 days of hire.
  - The course must be taken every 3 years
  - Ensure the following associates complete RSOA201 training
    - All members of the management team
    - Any associate who sells alcohol (bartenders, servers, concessionist at select locations)
- Location Specific Training (TiPS Training, TABC Training, RAMP, IPACT, etc.)
  - TiPS Training<sup>ii</sup>
    - Associate must be certified within 21 days of hire.
    - Certification must be renewed every 3 years - prior to certification expiration.
    - Ensure the following associates complete TiPS training:
      - All members of the management team
      - Any associate who sells alcohol (bartenders, servers, concessionist at select locations)
      - Dedicated Alcohol Compliance Monitors
  - Texas Alcoholic Beverage Commission (TABC) Training<sup>iii</sup> (Texas Only)
    - Associates must be certified within 21 days of hire.
    - Training must be completed every two years.
    - Ensure the following associates complete TABC training:
      - All members of the management team
      - Any associate who sells alcohol (bartenders, servers, concessionist at select locations)
    - Ensure understanding of Breach of Peace procedure<sup>iv</sup>.

- RAMP (Pennsylvania Only)
  - Associates must be certified within 21 days of hire.
  - Ensure the following associates complete RAMP training:
    - General Managers (GMs) must complete the Owner/Manager Training course
    - Members of the management team (except GMs) must complete the Server/Seller training course.
    - Any associate who sells alcohol (bartenders, servers, concessionist at select locations) must complete the Server/Seller training course.
- IPACT (Iowa Only)
  - Associates must be certified within 21 days of hire
  - Training must be completed every four years
  - Ensure the following associates complete IPACT training:
    - All members of the management team
    - Any associate who sells alcohol (bartenders, servers, concessionist at select locations)
- Title IV (Arizona Only)
  - Associates must be certified within 21 days of hire
  - Training must be completed every three years
  - Ensure that the following associates complete Title IV:
    - GMs must complete Basic and Management course
    - GMs must take reasonable steps to ensure the entire staff has an understanding of Title IV.

**Note:** Certain locations may also require additional training depending upon their local license requirements. Individual theatre training requirements are documented in Section B-12 Theatre Specific Alcohol Laws and AMC Policies. <sup>v</sup>

<sup>i</sup> [SYS-1-05a, Job Aid - AMC Learning Studio- Associates Guide](#)

<sup>ii</sup> [ALC-1-05a, Job Aid – TIPS Alcohol Awareness Training](#)

<sup>iii</sup> [ALC-1-05b, Job-Aid – TABC Alcohol Awareness Training](#)

<sup>iv</sup> [ALC-1-05e, Job Aid – Breach of Peace - TX](#)

<sup>v</sup> [Associate Policies - B-12, Theatre Specific Alcohol Laws and AMC Policies](#)

Follow this job aid to make payment arrangements, check for compliance and scheduling methods for TiPS training.

## How to Check For Compliance

1. Run status report at least once a month in the AMC Learning Studio<sup>i</sup>.
2. Take corrective action if associates are not listed as active on the report.
  - If there is a request for an accommodation, the general manager (GM) contacts the Talent Acquisition department.
  - If there is an issue or error with the report contact the Training department.

## How to Schedule Various TiPS Training Methods

- eTiPS (online training)
  - Most localities that AMC operates within recognize eTiPS as an approved training course<sup>ii</sup>.
    - Contact TiPS customer support (1-800-438-8477) to obtain eTiPS Passports to distribute to associates.
    - Print eTiPS passports from theatre email account.
    - Request an invoice from customer support to send payment.
      - Send invoice to AP-Invoicing coded to Misc\_73001.<sup>iii</sup>
      - Do not use Pcards as a form of payment.
    - Track all eTiPS passports on the Passport Log<sup>iv</sup>, to ensure that associates use the passport that was paid for in advance.
    - Distribute a copy of the TiPS passport and the eTiPS Training Participant Guide<sup>v</sup>.
    - Pay associates for training by clocking them in and out of the payroll system. The course takes approximately 2-3 hours to complete.
- Classroom facilitation
  - Classroom facilitation is not always required but is an efficient way to certify large groups especially for new DI or MacGuffins locations.
    - Request a classroom session through the TiPS website (<http://www.gettips.com/inclass/requestinformationnoborder.shtml>).
      - GMs, with the assistance of the market MacGuffins Trainer, coordinate the training to take advantage of any discount pricing.
      - Class length depends on the instructor but is normally 3-5 hours long.
    - Request an invoice from the instructor for payment.
      - The cost range for classroom facilitation is \$30-\$50 per participant.
      - Instructors are considered new vendors and will need to provide documentation to Accounting in order to be set up in Oracle for payment.
      - Payment terms for Instructors are Net 45.
    - Complete the classroom TiPS certification spreadsheet and email to training to load course completion information into the AMC Learning Studio.
    - Ensure associates are on the clock while in the classroom facilitation.
- Some cities or counties may require other training in addition to TiPS<sup>ii</sup>.

<sup>i</sup> [ALC-1-05d, Job Aid- Alcohol Awareness Tracking](#)

<sup>ii</sup> [Associate Policies - B-12, Theatre Specific Alcohol Laws and AMC Policies](#)

<sup>iii</sup> [ADM-3-05, Invoice Procedures](#)

<sup>iv</sup> [ALC-B-03, eTiPS Passport Log](#)

<sup>v</sup> [ALC-01-05c, Job Aid- eTiPS Training Participant Guide](#)



## PURPOSE

This document outlines our MacGuffins® strategy: Serve a couple of drinks to many different guests (not many drinks to a couple of guests), while creating high quality drinks to be enjoyed in a fun and friendly theatre environment. Policies and procedures must be adhered to at all times to protect the integrity of the MacGuffins® bar operations and to ensure the safety of our guests and associates by all members of the management team.

MacGuffins Bar locations are to be open when the theatre is open, within their Liquor License parameters or AMC Policy. (Specific operating hours can be found in Section B-12<sup>ii</sup> of the Associate Policy Handbook).

## TACTICS

The MacGuffins tactics define specific actions used in the successful execution of bar operations that allow theatres to drive responsible bar revenue. Tactics are always implemented the same way, regardless of time of day or business levels.

### Responsible Service

- Alcohol Awareness Training – Alcohol awareness training reduces exposure to alcohol- related lawsuits, and meets state and local requirements for alcohol awareness training, resulting in lower insurance premiums, reduced penalties for violations and improved guest satisfaction. All members of the theatre management team are responsible for ensuring that required associates complete all necessary alcohol awareness training within the required timeframes.
  - Responsible Service of Alcohol (RSOA) 101<sup>i</sup> –RSOA 101 is an AMC created alcohol awareness training course which provides associates basic information on AMC’s alcohol policies and procedures. AMC associates required to complete this course must successfully do so within 14 days of hire.
  - Responsible Service of Alcohol (RSOA) 201 – RSOA 201 is an AMC created alcohol awareness training course targeted towards AMC associates with direct involvement in alcohol service and sales. RSOA 101 is a prerequisite for RSOA 201, and must be completed prior to RSOA 201. Associates required to complete RSOA 201 must successfully do so within 21 days of hire.
  - Location Specific Alcohol Awareness Training (TiPS, TABC, RAMP, etc.) – Some locations are required to complete specific alcohol awareness training courses, in some cases this training will replace the need to complete RSOA201. Training requirements for each location can be found in Section B – 12 of the Associate Policy Handbook.
- Local Liquor Laws<sup>ii</sup> – Managers must be knowledgeable on all applicable liquor laws (federal, state, county, and/or city) and ensure compliance at all times. Failure to comply with local liquor laws is not only detrimental to the theatre, but may also affect the company’s ability to obtain liquor licenses for future MacGuffins sites.
- Alcohol Enforcement Policies<sup>iii</sup> – Managers and supervisors must be knowledgeable on all associate and operational policies and procedures.
- Recipe Adherence – To ensure guest safety and satisfaction it is imperative that each location make each drink exactly as listed on the recipe card. Ensuring that drinks are served with a consistent taste, mix and look and that help support responsible service by using appropriate amounts of alcohol in each drink.
- Pouring Standards<sup>iv</sup> – Each bartender, supervisor or manager must use AMC pouring standards.
  - Jiggers – All alcohol must be measured before adding to a drink.
  - Recipe Cards – An AMC provided rolodex or bound menu must be available for reference by bartenders at all times.

- Beer<sup>v</sup> – Pour with a one-inch foam collar to achieve proper taste and proper ounces. *(See Draft Beer Systems section below.)*

### **Speed and Simplicity**

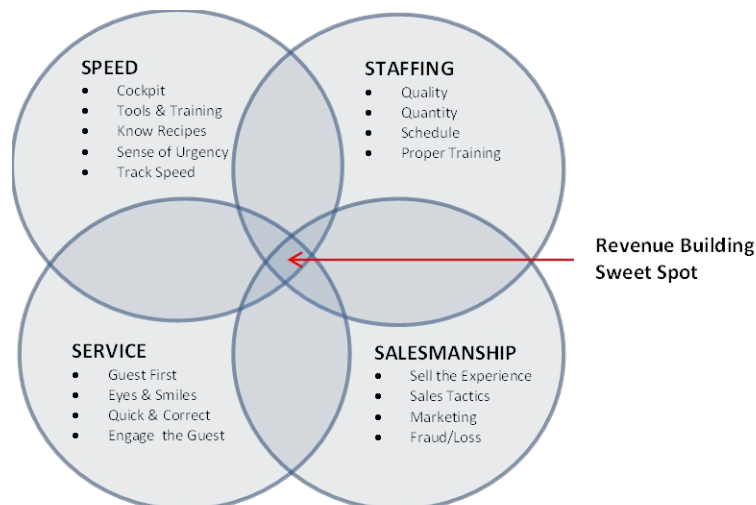
- Be Prepared and Organized – Ensure all necessary items are in the appropriate place and all equipment is working properly by filling out the Bar Line Check<sup>vi</sup> twice each day. Bar Line Checks are kept on file at the theatre for 180 days.
- Station Concept –Majority of supplies needed are within three to five feet of the bartender.
- Bartender Organization – At peak business levels, bartenders may need to be divided into “stations.” The manager who oversees the bar operations should determine what the best configuration for peak business levels is based on individual bar lay-outs.

For example:

- AMC Dine-In (DI) one Bartender pours beer and wine, one bartender makes frozen drinks, one bartender makes mixed drinks, one bartender helps guests at the bar top and a manager or Supervisor compiles orders.
- Mini-MacGuffins location, it’s a best practice for one bartender to take orders and cash out guests, while another bartender makes and delivers drinks to guests.
- Recipe and Procedure Knowledge – Bartenders must memorize all specialty drink recipes as well as the top ten recipes from the Aloha Product Mix Report or the Radiant Sales Report. In rare occasions, the Manager or supervisor may need to help the bartenders to prepare drinks. The management team can only be effective if they are also well educated in the proper recipes and procedures within the bar.

### **Salesmanship**

- Selling the experience - Use favorite items on the menu to connect with guests. Be experts on available menu selections.
- Suggestive Sales - In locations where guests can purchase two drinks per transaction, actively suggest it. In locations where guests can only purchase one drink per transaction, suggest an add-on bottle of water. Always upsell, where applicable, to premium and ultra-premium alcohol/beer/wine.
- Marketing - Utilize drink displays at the bar and in the lobby to drive awareness. Ensure all marketing materials are prominently displayed. Run contests during LTO periods to incentivize associates.
- Fraud/Loss – Ensure bartenders ring in every drink sold. Watch video to ensure bartenders are upholding standards when management is not on the floor.



**Guest Connections / Service**

- Movie Feature Drinks – With many popular releases, a movie-themed drink will be advertised to help enhance the movie-going experience and increase sales.
- Meeting Place – MacGuffins bar is a great place to meet up before or after a movie. Bartenders must be diligent in encouraging guests to take advantage of the space available.
- Bar TV Programming – Program channels to only sports, food or news channels to enhance the MacGuffins experience.
- Engage the Guest - Bartenders are entertaining and engage the guest in the experience.
- Eyes and Smiles - Bartenders greet each guest with a warm and friendly greeting, eye contact and a smile.
- Recipe Adherence and Pouring Standards - Drinks are made with a consistent taste, mix and look for every drink, for every guest, on every visit to every location.
- Tip Jars – Clear, vase-like jars are permitted on the counter. Jars must look professional, without notes or labels.

**Staffing**

- Quality - Associates are friendly and engaging in addition to having sales abilities.
- Schedule for Performance - Use Workforce availabilities to schedule top performers during high volume.
- Quantity – Ensure that you have enough bartenders on staff to meet business demands.
- Operating Hours - Open the bar as much as possible, when it is legal to do so. Use the following break-even equation to help determine when to open the bar.

|  |
|--|
| <p><b>Break Even Equation</b></p> <p>Bartender Hourly rate/ (100% - bar cost %)</p> <p>Ex: Rate = \$5</p> <p>Bar costs = 21%</p> <p>Break Even: <math>\\$5/0.79 = \\$6.37</math></p> |
|--|

*Example:*

| Bartender Wage | Hours   | Sales                              | COG – 21.5% of Rev. | Labor \$ | Total Cost: | Gross Profit:  | Gross Profit %: |
|----------------|---------|------------------------------------|---------------------|----------|-------------|----------------|-----------------|
| \$7.50         | 12p-4p  | \$144 (4 drinks/hour @ \$9/drink)  | \$30.96             | \$30     | \$60.96     | <b>\$83.04</b> | <b>57.7%</b>    |
| \$10.25        | 12p-2p  | \$54 (3 drinks/hour @ \$9/drink)   | \$11.61             | \$20.50  | \$32.11     | <b>\$21.89</b> | <b>40.5%</b>    |
| \$5.50         | 10a-12p | \$28 (1.5 drinks/hour @ \$9/drink) | \$6.02              | \$11.00  | \$17.02     | <b>\$10.98</b> | <b>39.2%</b>    |
| \$8.75         | 10a-12p | \$28 (1.5 drinks/hour @ \$9/drink) | \$6.02              | \$17.50  | \$23.52     | <b>\$4.48</b>  | <b>16%</b>      |

### **No Bartender Parameters**

In some instances, attendance levels may not necessitate a bartender be scheduled. During these low volume times, a trained manager or supervisor (21+ over only) must be available to serve/pour alcohol to help boost sales. Training for managers and supervisors (21+ over) is comprised of the following requirements.

- Managers and supervisors (including external hires) must complete Bar 101 and be comfortable with bar basics.
- Managers/supervisors must be familiar with current promotions/movie-feature drinks.
- Managers/supervisors should complete two to four 3-hour shifts during a busy time to develop comfort behind the bar and with the register.
- Newly promoted/transferred managers and supervisors must adhere to the Transition Checklist<sup>vii</sup>.

Follow the “No Bartender Parameters” listed below to ensure guests still view the bar as “Open.” An associate (greeter, Guest Services, box office, and/or concession) must be in view of the bar and call for the manager or supervisor to serve guests. If this is not possible, speak with the Director of Operations (DO) about alternative arrangements for opening the bar.

- Open the gates
- Turn on lights
- “Set-up” bar for service
  - Ice stocked
  - Bottles in rails with pourers
  - Tap locks off
  - Tools set for service
  - Fruit cut and labeled
  - Bar Line Check completed
- Set cash drawer
- DO NOT set out a tip jar. Tipping is discouraged when a manager or supervisor is operating the bar.
- Place the “There’s An Understudy...” [sign](#) (Available from Standard Materials, by brand, using item numbers below)
  - AMC - Item# **MG1031ASK**
  - AMC Classic – Item# **CLAMG1031ASK**
  - AMC Dine In – Item# **DIMG1031ASK**
- Only use the “Bar Opens at ...” clock during hours when the liquor license stipulates that alcohol may not be sold.

## PROCEDURES

The MacGuffins procedures are used to ensure that the tactics involved in serving alcohol are executed in a safe, responsible and consistent way in each location.

### Recipe Guide

Follow the specific steps and only use the amounts and ingredients listed in the recipe to create each drink. Make was drink by adding each ingredient in the order it is listed in the recipe using the prescribed glassware<sup>viii</sup> or plastic ware.<sup>ix</sup>

### Cycle of Service<sup>x</sup>

1. **Greet** guests immediately upon sitting down or approaching the bar.
2. **Check ID.** All guests, regardless of age, must present a valid ID proving they are at least 21 years of age to receive a drink.
3. **“Ring Before You Bring”** or simply, ring the drink into the register before it’s made or delivered to the guest. This encourages bartenders to avoid fraudulent behavior and helps them remember each guests order.
4. **Serve** drink(s) within three minutes of the guest ordering.
5. **Thank** the guest and invite them back.
6. **Clean** the glassware and sanitize the area they were sitting at within 30 seconds of the departure.

### Bartender Greetings

1. **Greet** guest(s)
  - Introduce oneself by name.
  - Place a MacGuffin beverage napkin or coaster in front of each guest to indicate that they have been greeted.
2. **Pitch** AMC Stubs program
  - AMC Stubs card is mentioned within the first minute of the greeting.
  - Highlight the benefits, particularly for the higher spending guests at DI locations.
  - Close the sale! Do not just offer it, but then sell it if the guest does not have one.
3. **Suggestive Sell** a specific beer, wine, mixed drink or promote the movie-themed drink.
4. **Determine** if guest is drinking or dining.  
Bartenders at DI locations must determine what kind of service each guest will be enjoying (e.g. drinks only, full service meals or partial meals, to-go meals at partial conversions, or to-go drinks to take to the auditorium).
5. **Suggestive Sell** a specific appetizer
6. **Take** entrée order and offer upsells.
7. **Suggestive Sell** a specific dessert
8. **Thank** each guest by name.

Note: Do not stop greeting if a new guest arrives, but instead pause briefly to welcome the new guest, place a beverage napkin and let them know that they will be attended to shortly. Continue serving the first guest before completing the greeting of the new arrival.



Steps  
4-7  
Dine-In

**Beverage Napkins**

Place Beverage napkins (Bev Naps) or bar coasters in front of each new guest. Beverage napkins and coasters are for cleanliness, as well as communication between service staff and the leadership team. Each time a beverage napkin or coaster is placed, it indicates that the guest has been greeted.

**Heads Up Bartending**

Consistently face the lobby and guests, allowing eye contact and conversation with any guests while making drinks. This practice of “Head’s Up Bartending” (HUB) helps ensure that guests are greeted in a timely manner.

**Quality Assurance**

Conduct straw tests of bar drinks<sup>xi</sup> for quality assurance.

**Safety and Sanitation**

- **Bar Line Checks<sup>vi</sup>** – Complete a Bar Line Check twice each day to ensure proper cleanliness and safety in the service of perishable items at the bar.

|  |
|--|
| Note: If a bar does not open until after 4pm, only one line check is required. |
|--|

- **Bar Weekly Checklist<sup>vi</sup>**– Complete the Bar Weekly Checklist at least once each week to prevent pests and other sanitation concerns. The checklist tool is editable for theatre customization.
- **Blender Cups<sup>xii</sup>** – Post specific cleaning procedures for blender cups because of the high use of dairy products.
- **Garnishes<sup>xiii</sup>** – Use garnishes for presentation and to enhance the flavor of each specialty drink. Garnish all drinks using tongs or gloves per procedure.

**Alcohol Compliance Monitoring**

All associates who serve, sell, or handle alcohol and those who monitor for compliance play a vital role in enforcing alcohol policies. Monitor compliance throughout the building by using the TiPS training tactics and general guidelines below.

- Check ID for any guests consuming alcohol who appear to be under the legal drinking age of 21 in areas outside and inside the auditoriums, regardless of theatre role.
- Ensure guest compliance with alcohol enforcement policies.
- Monitor and prevent alcohol consumption by minors.
- Ensure alcohol is consumed in designated areas only.
- Ensure guests do not leave the premises with alcoholic beverages.

Managers must oversee the bar operations as part of managing the floor to ensure quality of service and alcohol compliance. Follow the steps below:

- Observe the flow of guests and bartender execution whenever the bar is open.
- Investigate anything unusual reported by bartenders, other associates, or guests.
- Increase frequency of auditorium checks for specific films depending on expected audience draw. Note assignment of duties to specific associates on the Daily Game Plan.
- Ensure that associates who perform auditorium checks for presentation quality, SIG, and comfort are also monitoring for alcohol compliance.

A dedicated **Alcohol Compliance Monitor (ACM)**<sup>ii</sup> is required at some theatres, whose primary responsibility is to monitor for alcohol compliance. The ACM must be at least 18 years of age and be TiPS certified. Schedule as directed below:

- Schedule the ACM in WorkForce using the ACM job code.
- Denote the ACM on the Daily Game Plan (Crew or Manager Leadership Schedule)
- Ensure the ACM wears a name lanyard with “Alcohol Compliance Monitor” as his/her role/title.

### **Draft Beer Systems**

Managers are responsible for ensuring that draft beer systems are clean and properly functioning<sup>xiv</sup> so as not to excessively waste beer and allow bartenders to meet requirements of a proper beer pour. This includes:

- Monitoring cleanliness of Draft Beer lines
- Checking temperatures of refrigeration units and glycol systems daily (per the Bar Daily Line check).
- Using a certified Draft Tech to maintain the appropriate CO<sub>2</sub> levels.

<sup>i</sup> [SYS-1-05a, Job Aid - AMC Learning Studio – Associates Guide](#)

<sup>ii</sup> [Associate Policies - B-12, Theatre Specific Alcohol Laws and AMC Policies](#)

<sup>iii</sup> [Associate Policies - B-10, Alcohol Policies- Associate](#)

<sup>iv</sup> [ALC-3-05f, Job Aid, MacGuffins Pour Standards](#)

<sup>v</sup> [ALC-3-05e, Job Aid – Beer Pouring Procedures](#)

<sup>vi</sup> [ALC-B-01, Bar Daily Forms](#)

<sup>vii</sup> [ALC-3-10a, MacGuffins Transition Checklist](#)

<sup>viii</sup> [ALC-3-05a, Job Aid – MacGuffins Glassware Standards](#)

<sup>ix</sup> [ALC-3-05b, Job Aid – Mini-MacGuffins Cup Standards](#)

<sup>x</sup> [ALC-3-05d, MacGuffins Cycle of Service](#)











<sup>xi</sup> [ALC-3-05h, Job Aid – Straw Test](#)

<sup>xii</sup> [ALC-3-05g, Job Aid – Blender Cup Use](#)

<sup>xiii</sup> [ALC-3-05j, Job Aid – MacGuffins Garnishes](#)

<sup>xiv</sup> [ALC-3-05k, Job Aid – Draft Beer Systems](#)

The chart below lists cup sizes for each type of drink.

|   |   |  |   |   |
|---|---|--|---|---|
| <p><b>8 oz. Wine Glass</b></p>  <ul style="list-style-type: none"><li>•Wine</li></ul>          | <p><b>10 oz. Rocks Glass</b></p>  <ul style="list-style-type: none"><li>•Cocktails</li><li>•Double Cocktails</li><li>•Select Speciality Drinks</li></ul> | <p><b>10 oz. Collins Glass</b></p>  <ul style="list-style-type: none"><li>•Select Cocktails</li></ul> | <p><b>Snifter Glass</b></p>  <ul style="list-style-type: none"><li>•Select Cocktails</li></ul>               | <p><b>16 oz. Pint Glass</b></p>  <ul style="list-style-type: none"><li>•Cocktails (Tall)</li><li>•Double Cocktails (Tall)</li><li>•Draft Beer</li><li>•Speciality Drinks</li><li>•Mixing Glass</li></ul> |
| <p><b>24 oz. Pint Glass</b></p>  <ul style="list-style-type: none"><li>•Draft Beer</li></ul> | <p><b>64 oz. Pitcher (Where available)</b></p>  <ul style="list-style-type: none"><li>•Draft Beer</li></ul>  | <p><b>2 oz. Shot Glass</b></p>  <ul style="list-style-type: none"><li>•Shots</li></ul>              | <p><b>6 oz. Flute</b></p>  <ul style="list-style-type: none"><li>•Sparkling Wine</li><li>•Mimosa</li></ul> | <p><b>Martini Glass</b></p>  <ul style="list-style-type: none"><li>•Martinis</li></ul>   |



The chart below lists cup sizes for each type of drink.

**10 oz. Cup**



- Cocktails
- Double Cocktails
- Select Speciality Drinks
- Shots
- Wine

**16 oz. Cup**



- Bottled Beer
- Cocktails (Tall)
- Double Cocktails (Tall)
- Draft Beer
- Speciality Drinks

**24 oz. Cup**



- Draft Beer

Theatres that serve alcoholic beverages are required to assign an associate (or associates) as Alcohol Compliance Monitor(s) (ACM) during peak periods over weekends and holidays. Associates assigned to the duty of Alcohol Compliance Monitoring must be at least 18 years of age or older and need to have completed the Responsible Service of Alcohol 101 (RSOA 101) course in the Learning Studio, as well as any other training that may be required by the conditions of a theatre's liquor license.

The primary responsibility of the ACM is to prevent alcohol consumption abuse and underage drinking. In the state of California, an associate must enter and monitor the activity within each auditorium on a regular basis, but no less than once every 30 minutes, once the bar is open (until closing).

### **Responsibilities of the Alcohol Compliance Monitor(s)**

- Ensure guest compliance with alcohol enforcement policies, as well as local and state laws.
- Monitor to prevent alcohol consumption by minors.
- Monitor to identify guests showing signs of intoxication and utilize RSOA 101 training for proper steps of intervention.
- Monitor to prevent the passing of alcoholic beverages to guests who have not had their ID verified.
- Monitor to prevent the consumption of alcoholic beverages not purchased at the theatre (outside alcohol).
- Ensure guests do not leave the premises with alcoholic beverages.

### **Best Practices**

At all locations serving alcohol in California excluding AMC Dine-In (DI), the following tactics should be employed to ensure thorough and timely ACM checks:

- Ensure that an adequate number of associates are scheduled to work as ACM based on the number of auditoriums at the location. At least one associate should be assigned the ACM job code in Workforce Management per shift once the bar is open.
- ACMs may have other responsibilities (restroom checks, etc.) but their main function is to complete the necessary theatre checks within the allotted 30-minute time-frame. Based on the importance of this assignment, scheduling of ACM shifts should be thoughtful.
- Designate a manager on the game plan as ACM as he/she will ultimately be responsible to ensure that all checks are completed in a timely manner. Theatre may utilize a timer to ensure that checks are done every 30 minutes.
- ACM must enter each auditorium and walk up/down the aisles to observe all guests. ACM should observe guest behaviors and ensure compliance with all alcohol policies, and local and state liquor laws. Management should conduct random checks of ACM behaviors to ensure they are fulfilling all requirements.
- ACM must contact management immediately if they observe a violation of alcohol policies. Management should then take appropriate action<sup>i</sup>, complete the Alcohol Compliance Monitoring Worksheet<sup>ii</sup>, and submit an incident report. ACM's should be provided a radio and headset.
- Once a full round of ACM-checks has been completed, the ACM must notify all members of the team by announcing it over the radio. The designated ACM manager must ensure that the check was done within the appropriate time and track the start of the next round of checks.
- ACM checks should not be logged on the Alcohol Compliance Monitoring Worksheet. This sheet should only document any policy violations or ID exceptions.

<sup>i</sup> [Associate Policies - B-11, Alcohol Policies - Operational](#)

<sup>ii</sup> [ALC-B-07, Alcohol Compliance Monitoring Worksheet](#)

The MacGuffins cycle of service represents the best practices for delivering an excellent guest experience. Consistent, good service is the key to fostering guest loyalty and repeat visits to MacGuffins. An extra benefit to the bartender(s) is that guests often show their appreciation by giving tips.

## PROCEDURES

1. **Greet:** Welcome in a friendly manner, with a smile and an immediate greet and beverage napkin or bar coaster.
2. **Check ID:** All guests, regardless of age, must present a valid ID in order to receive a drink. Bartenders must closely verify the birth date.
3. **Ring Before You Bring:** The drink must be rung into the register before it's made or delivered to the guest.
 

In order to accurately account for each drink, bartenders must ring drink up before making it to avoid under-ringing or overcharging guests.
4. **Drink & Tab Delivery:** Drink and tab should be served within 3 minutes of the guest sitting down.
 

Leaving a tab with the guest allows them to pay at their convenience and make it to their movie on time.
5. **Thank and Invite Back:** Always end the visit with a smile and sincere "thank you" and invite the guest to return.
6. **Clear and Sanitize:** Within 30 seconds of the guest's departure, clear all glassware and sanitize the counter surface/ sitting area.
  - A dirty bar is uninviting and first impressions are lasting.
  - If the bar area is cluttered with dirty glasses, guests may assume that the bar is too busy to receive fast service and decide to not visit.



A properly poured beer can be the perfect addition to a movie at AMC Theatres. When prepared correctly, a beer will be served with a one-inch foam collar, allowing the proper amount of CO<sub>2</sub> to be released and achieving the best quality beer, consistent with the standards set by the beer distributor. Improper pouring not only causes inconsistent product but also creates unnecessary waste. The following procedures must be adhered to for every pour, every day.

## PROCEDURES

1. Begin with a clean cup or glass that has no ice and is chilled, not frozen.
2. Place the glass at a 45° angle, one inch below the faucet.
  - Do not let the glass touch the faucet.
  - Pull the tap handle from the bottom.
  - Open the faucet completely, using one swift movement.
3. Pour gently into a tilted glass, bringing the glass to a vertical position approximately halfway through the pouring of beer.
4. Let the remaining beer run straight down the middle of the glass.
  - Allowing proper release of CO<sub>2</sub> by producing a one-inch collar of foam.
  - Ensuring the proper level of carbonation is reached in the finished beer.
5. Close the faucet completely and quickly.

Draft beer is served with a one-inch collar of foam. The collar of foam on beer is necessary to:

- Release Carbon Dioxide
- Release the beer's fragrance and taste



Each type of drink order is priced and poured with a certain amount of liquor to ensure that guests can enhance their movie experience and theatre management can serve responsibly. The following guidelines, along with the recipe guide, should be used without exception for each drink made.

|                |                   |   |                                     |
|----------------|-------------------|---|-------------------------------------|
| Standard Pours | Mixed Drinks      | 1/4 oz., 1/2 oz., 3/4 oz., 1 oz., 1 1/4 oz. and 1 1/2 oz. |                                     |
|                | Guest Orders      | Single Pour (Neat, Up or Rocks)                           | 2 oz. of liquor                     |
|                |                   | Double Pour (Neat, Up or Rocks)                           | 3 oz. of liquor                     |
|                |                   | Single Pour with any mixer                                | 1 1/4 oz. of liquor                 |
|                |                   | Double Pour with any mixer                                | 2 oz. of liquor                     |
|                |                   | Tall  | 1 1/4 oz. of liquor in larger glass |
|                |                   | Double Tall   | 2 oz. of liquor in larger glass     |
|                |                   | Up  | 2 oz. pour, chilled then strained   |
|                |                   | Neat  | 2 oz. pour, served at room temp.    |
|                |                   | Rocks   | 2 oz. pour served over ice          |
|                |                   | Shot  | 1 1/4 oz. of liquor                 |
|                | Martinis          | Maximum of 3 oz. of liquor                                |                                     |
| Wine           | 5 oz. pour        |   |                                     |
|                | 8 oz. pour        |   |                                     |
| Champagne      | 6 oz. pour        |   |                                     |
| Beer           | 16 oz. draft beer |   |                                     |
|                | 24 oz. draft beer |   |                                     |



All alcohol must be  
poured using a  
jigger

Follow the below steps to ensure bar blender cups are cleaned and sanitized correctly.

## PROCEDURES

1. Dump any excess beverage into the designated beverage dump sink, after use.

If the blender cup contained dairy product it must be taken to the three compartment sink or mechanical bar glass washer to be cleaned, sanitized and dried properly before it is used again.

2. Rinse the blender cup thoroughly using an approved rinsing device.
  - a. The device must be installed in the designated beverage dump sink. (Blender cup is now *"visibly clean" only.*)
  - b. Do not store rinsed blender cups with any cleaned & sanitized barware.
3. Place the blender cup upside down on a ventilated drying platform designated for rinsed blender cups only.
4. Take blender cup(s) to the three compartment sink or mechanical bar glass washer to be cleaned, sanitized and dried properly within two hours of continuous use or sooner upon request of guest has a stated allergy.
5. Clean and sanitize the drying platform and storage area for rinsed blender cups within two hours of continuous use to prevent cross contamination.



Associates, who are 21 years of age or older only, may need to taste test bar drinks for quality assurance and/or training purposes. When testing, follow the straw test method described below.

### Procedure

1. Place a drinking straw no more than two inches into the drink
2. Place a finger over the top hole of the straw.
3. Pull the straw out of the drink. This method captures approximately one teaspoon of liquid.
4. Place the bottom part of the straw into the mouth and release the trapped liquid.



### Requirements

- Use a fresh straw for each drink.
- Limit taste-testing to one sample per drink type per associate.
- Discard leftover drink (may not be consumed by associate or guest).
- Do not sample a drink that will be served to a guest.
- Have a member of management present for all drink sampling.
- Do not sample in the presence of guests; only during training sessions or as part of a pre-shift meeting.
- Sample no more than a single straw test on a maximum of 6 drinks per shift.

| <u>Juices and Mixers</u>  | <u>Life</u> |
|---|-------------|
| Fruit Juices, open  | 5 Days      |
| Smoothie Mix, thawed  | 60 Days     |
| Smoothie Mix, open  | 14 Days     |
| Coco Real, open   | 30 Days     |
| Finest Call Mixers, open  | 30 Days     |
| Fresh Lime or Lemon Juice, thawed                                       | 7 Days      |
| Fresh Lime or Lemon Juice, frozen                                       | 12 Months   |
| House- made Mixers (Lemonade, Sweet and Sour), prepped                  | 7 Days      |
| “Rocks” Margarita Mix, prepped  | 7 Days      |
| Frozen Margarita Mix, in machine or prepped (refrigerated)              | 14 Days     |
| ICEE Concentrates (Mucho Gold, Mango, Strawberry and Blue Parrot), open | 14 Days     |
| <u>Bar</u>  | <u>Life</u> |
| Wine, open with Vac-U-Vin*  | 5 Days      |
| Wine, open  | 2 Days      |
| Vermouth, Vac-U-Vin Refrigerated  | 60 Days     |
| Beso Del Sol Sangria, in box  | 60 Days     |

\*White wine is always refrigerated.

| <u>Produce</u>                   | <u>Life</u>   |
|----------------------------------|---------------|
| Fruit, cut                       | Fresh Daily   |
| Fruit, whole                     | Fresh Daily   |
| Herbs                            | Inspect Daily |
| Jar of olives, open              | 45 Days       |
| Jar of maraschino cherries, open | 14 Days       |
| Garnish Tray Fruit, cut          | Fresh Daily   |
| <u>Packaged Items</u>            | <u>Life</u>   |
| Sugar, open                      | 30 Days       |
| Kosher Salt, open in box         | 90 Days       |
| Rimmer, (Salt/Sugar)             | 4 Days        |
| Tabasco Sauce, open              | 90 Days       |
| <u>Beer</u>                      | <u>Life</u>   |
| Bottled, open with vac-u-vin     | 24 Hours      |
| Bottled, open (no vac-u-vin)     | 3 Hours       |
| Keg, tapped                      | 14 Days       |
| Keg**, room temperature          | 3 Days        |
| <u>Dairy</u>                     | <u>Life</u>   |
| Milk/Half& Half, open            | 7 Days        |
| Whipped Topping, open            | 3 Days        |

\*\*For best quality, do not to store at room temperature. If exception must be made, kegs must be refrigerated for at least 24 hours before tapping and serving.

#### L.D.I.T.S.

**L = Label** – Name of item and portion size.

**D = Date** – Day the item was made or opened.

**I = Initial** – Initials of the person who made or opened.

**T = Time** – Time the item was made or opened.

**S = Shelf-Life** – Date and Time that the item expires.

Note: Shelf-life is added to the day of preparation. The day the item was made does not count as one of the days, except in the case of Fresh Daily or Hourly held products.



AMC MacGuffins bars cut all fruit fresh daily. In order to avoid throwing away excess amounts of fruit each day, managers will communicate what the expected business levels for the day are, allowing fruit for the day to be prepped. The below procedures will assist in the proper preparation, cutting, and storage of garnishes.

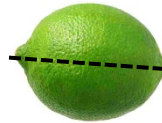
### Produce Washing

1. Gather tools and all fruit to be washed.
2. Clean and sanitize the designated produce sink.
3. Wash hands thoroughly.
4. Use a Produce Brush or clean hand and wash fruit under running water.
5. Wipe away all dirt/debris off of each piece of fruit.
6. Dry the product using a disposable towel.
7. Place the fruit in a clean container for transport to cutting space.
8. Repeat washing steps for remaining fruit.
9. Wash and sanitize the designated Produce Sink.
10. Re-wash hands thoroughly.



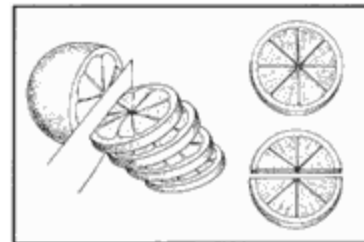
### Produce Cutting

- Cutting Area:
  1. Gather the designated bar cutting board, knife, clean fruit, storage containers, LDITS labels and damp towel.
  2. Spread the damp towel on the counter underneath the cutting board (to keep the board from slipping).
- Wedges: All Lemons, Limes, and Oranges
  1. Wash hands
  2. Leave ends on the fruit.
  3. Cut the fruit in half from end to end.
  4. Cut each half into 3 to 4 pieces (depending on the size of the lime).
  5. Cut a slit in the middle of each wedge.



Note: Properly cut wedges have a pointed, not flat, center with no browning or bruised spots.

- Wheels/Half-wheels: LTO's only
  1. Wash hands
  2. Cut the ends off of the fruit.
  3. Cut the fruit into ¼" to ½" slices (see picture).
  4. Cut each wheel in half for a half wheel.
  5. Cut a slit in the middle of each wedge.
- Orange Twist: only used for the Top Pick Martini and should be made to order (no prep needed).
  1. Using an already cut Orange Half Wheel, remove the soft inside.
  2. Twist the remaining rind tightly.
  3. Drop the twist into the martini.



## Storage of Cut Fruit

- Garnish Tray: Fruit that is cut and ready for service is stored in a garnish tray by the service well.
  1. Ensure garnish tray is clean and ready for use.
  2. Fill garnish tray with equal parts ice and water until the mixture is high enough to touch the bottom of the service trays.
  3. Place cut fruit in service trays.
  4. Close cover.
  5. Place L.D.I.T.S. sticker on garnish tray.
  6. (At close) Throw out remaining fruit.
  7. Wash, sanitize and air dry service trays and garnish tray.
- Food Storage Containers: Used for backup garnish storage (current day's business level only).
  1. Ensure food storage container is clean and ready for use.
  2. Place backup garnishes into the container.
  3. Cover container.
  4. Create L.D.I.T.S. sticker for each backup garnishes container.
  5. Place L.D.I.T.S. sticker on each container.
  6. Place container in the refrigerator to use as needed throughout the day.
  7. (At close) Throw out remaining fruit.
  8. Wash, Sanitize and air dry food storage containers.



Draft beer is one of the biggest opportunities for waste in the Alcohol Operation, but it is also one of the hardest places to see that money being lost; unless a manager stands at the bar or a camera and watches every pour (compared to wine waste, or concession waste where the associate literally logs something and then throws it away or pours it down a drain). Managers are responsible for ensuring that Draft Beer Systems are working correctly so that bartenders can be held accountable for pouring beer correctly <sup>1</sup>.

## PROCEDURES

1. Ensure that lines are being cleaned on a regular basis.
  - a. Lines must be cleaned every 14 days (regardless of length).
  - b. A certified draft tech must complete the cleaning. (Contact the theatre's draft beer distributor to set this up unless restricted by local laws. In this case, please contact a certified Draft Tech Service.)
  - c. Monitor cleaning via iDraught reporting and on-site sign-off sheets. Report missed cleanings immediately.
2. Enlist the theatre's beer reps or certified Draft Tech to properly calibrate the regulators for the CO2.



**Note:** Managers must not adjust pressure settings and hire a professional to do so when/if needed.

3. Check refrigeration system to ensure that the beer is being held and poured between 36 and 38 degrees – including the very first pour of the day!
  - a. Each refrigeration unit should have an internal thermometer separate from the unit. Check to ensure the refrigerator is holding its temperature on a daily basis (see Bar Line Check).
  - b. Keg Box Locations only – Ensure that tower refrigerant line is properly connected and inserted into the tower with the beer lines. (Picture shows that the line has been unattached from the unit). If the refrigerant line is connected and inserted properly, and the refrigerator is holding temperature, but the tower is not cooling properly, please contact the theatre's refrigerator vendor and Facilities Engineer for service.
  - c. Draft beer that is not delivered cold should be stored cold for 24 hours before serving.
4. Monitor Line Cleaning and temperatures via the theatre's iDraught account.



<sup>1</sup> [ALC 3-05e, Job Aid - Beer Pouring Standards](#)

## PURPOSE

A MacGuffins™ bar only operates effectively under well- informed and engaged management. The MacGuffins General Manager and Senior Manager Transition Checklist<sup>i</sup> is a tool used by newly transferred or promoted general managers (GM) or senior managers (SM) into locations with alcohol. The checklist will ensure: compliance with all liquor laws and liquor license restrictions, the execution of operational procedures and company policies and an engaged leadership for the bartender team. GMs and SMs must have a successful background check to be eligible for employment at a theatre with a bar. An approved MacGuffins Trainer will be assigned as a Transition Ambassador to assist with completion of all action items and generally help the GM/SM to be equipped to assume the additional responsibilities that come with managing bar operations.

## PROCEDURES

1. **Complete** required Alcohol Awareness training courses (RSOA 101, RSOA201, TiPS, TABC, etc.).
2. **Print** the MacGuffins GM/SM Transition Checklist.
3. **Speak** with assigned MacGuffins Transition Ambassador to set up a time to go over Bar Manager Training.
4. **Begin** training with MacGuffins Transition Ambassador.
  - a. Review all areas, even if the GM/SM transferred from a MacGuffins within the same market as laws or license restrictions are often different from bar-to-bar. Questions should be directed to the TSC Support resource listed.
  - b. Check off each item upon completion and when all tasks are done, print the checklist and sign it.
  - c. Scan and e-mail the checklist to the director, Alcohol Operations and copy the Operations supervisor. Retain the hard copy in theatre filing system.

<sup>i</sup> [ALC-3-10a, Attachment – MacGuffins Transition Checklist](#)

Upon each new General Manager or Senior Manager assignment to a MacGuffins Location, the following information must be reviewed with the incoming GM/SM. Due to the often sensitive and restrictive nature of individual location liquor licenses, it is very important that this information is reviewed on or before the prescribed timeline.

Once completed, sign below, scan form and e-mail to: the Director of Alcohol Operations and Operations supervisor for review and retention.

| Task                       | Review   | Complete                        | Resource Document/Site   | TSC Support                  | Comments |
|----------------------------|--|---------------------------------|--|------------------------------|----------|
| Review of Alcohol Policies |  |                                 | <i>Associate Policies:</i>   |                              |          |
|                            | Alcohol Policies - Associate   | <input type="checkbox"/> Week 1 | <a href="#">B-10, Alcohol Policies - Associate</a>   |                              |          |
|                            | Alcohol Policies - Operational   | <input type="checkbox"/> Week 1 | <a href="#">B-11, Alcohol Policies - Operational</a>   | Director, Alcohol Operations |          |
|                            | Tip Policy   |                                 | <a href="#">B-14, Tip Policy - DI</a>  | 0411-MacGuffins              |          |
|                            |  |                                 | <i>Theatre SOPs</i>  |                              |          |
|                            | Review TiPS Training Requirements (online with passports or classroom) | <input type="checkbox"/> Week 1 | <a href="#">ALC-1-05a, Job Aid – TiPS Alcohol Awareness Training</a><br><a href="#">ALC-3-05, MacGuffins Operations Overview</a> |                              |          |
|                            | Complete TiPS Training   | <input type="checkbox"/> Week 1 | <a href="#">TiPS website</a>   |                              |          |
| Liquor License             | Age to Pour, Age to Serve  | <input type="checkbox"/> Week 1 | <i>Associate Policies:</i>   |                              |          |
|                            | Background Check Requirements  | <input type="checkbox"/> Week 1 | <a href="#">B-14, Tip Policy - DI</a>  | Director, Alcohol Licensing  |          |
|                            | Allowable Service Hours  | <input type="checkbox"/> Week 1 |  | 0411-MacGuffins              |          |
|                            | State/Municipality Specific Training                                   | <input type="checkbox"/> Week 1 |  |                              |          |
|                            | Escalated Tactics (if applicable)                                      | <input type="checkbox"/> Week 1 |  |                              |          |
|                            | Allowable Portions/Types of Alcohol                                    | <input type="checkbox"/> Week 1 |  |                              |          |
| LBW Products               | Review LBW Order Guide   | <input type="checkbox"/> Week 1 | <i>Alcohol Landing Page:</i>   |                              |          |
|                            | Vendor Details   | <input type="checkbox"/> Week 1 | <a href="#">Alcohol Landing Page - Order Guides</a>  | Director, Alcohol Operations |          |
|                            | - Line Cleaning  |                                 | -  | 0411-MacGuffins              |          |
|                            | - Products Lists by Vendor   |                                 | <i>(Purchasing can provide vendor contact information.)</i>  | 0411-Purchasing              |          |
|                            | - Vendor Payment Procedures  |                                 |  |                              |          |
|                            | - Delivery Dates/Ordering Deadlines                                    |                                 |  |                              |          |

|                                  |                                       |                                 |  |                              |  |
|----------------------------------|---------------------------------------|---------------------------------|--|------------------------------|--|
| Equipment/Maintenance            | Equipment List and Vendors            | <input type="checkbox"/> Week 1 | <i>Alcohol Landing Page</i>                                  |                              |  |
|                                  | Systems                               | <input type="checkbox"/> Week 1 | -  | Director, Alcohol Operations |  |
|                                  | - Idraught                            |                                 | Review iDraught Deck and OTJ Training with Current Mgmt Team | 0411-MacGuffins              |  |
|                                  | - TurboTap <i>(if applicable)</i>     |                                 |  |                              |  |
|                                  | - DigiTap <i>(if applicable)</i>      |                                 |  |                              |  |
|                                  | - Line Check Procedures               |                                 | <a href="#">Bar Daily Forms</a>                              |                              |  |
| Pricing and Restrictions         |                                       |                                 | <i>Alcohol Landing Page:</i>                                 |                              |  |
|                                  | Theatre Pricing Zone                  | <input type="checkbox"/> Week 1 | <a href="#">Mini-Mac Pricing Guide</a>                       | Director, Alcohol Operations |  |
|                                  | Review proper register procedures     | <input type="checkbox"/> Week 1 |  | 0411-MacGuffins              |  |
| MacGuffins Training              |                                       |                                 | <i>Training:</i>   |                              |  |
|                                  | Bar Fundamentals: Mini-Mac**          | <input type="checkbox"/> Week 2 | <i>Alcohol Landing Page:</i>                                 | Director, Alcohol Operations |  |
|                                  | Bar Manager 101: Mini-Mac**           | <input type="checkbox"/> Week 2 | <a href="#">New Opening Procedures</a>                       | 0411-MacGuffins              |  |
| Closing Procedures and Reporting |                                       |                                 | <i>Alcohol Landing Page:</i>                                 |                              |  |
|                                  | Review Closeout Procedures            | <input type="checkbox"/> Week 2 | <a href="#">Mini-Mac Closing Procedure</a>                   | Director, Alcohol Operations |  |
|                                  | Complete Tip Report                   | <input type="checkbox"/> Week 1 | <a href="#">Tip Summary Report</a>                           | 0411-MacGuffins              |  |
|                                  | Complete/Review LBW Nightly Reporting | <input type="checkbox"/> Week 1 | <a href="#">Mini-Mac Nightly Reporting</a>                   |                              |  |
| Inventory Procedures             |                                       |                                 | <i>Alcohol Landing Page:</i>                                 |                              |  |
|                                  | Ordering/Receiving                    | <input type="checkbox"/> Week 2 | <a href="#">Mini-Mac Closeout Job Aid</a>                    | Director, Alcohol Operations |  |
|                                  | Daily Perpetual Inventory             | <input type="checkbox"/> Week 1 | <a href="#">Tip Summary Report</a>                           | 0411-MacGuffins              |  |
|                                  | Bottle/Keg Counting Procedures        | <input type="checkbox"/> Week 2 | <a href="#">Mini-Mac Nightly Reporting</a>                   | 0411-Purchasing (CrunchTime) |  |

\*\*Please coordinate MacGuffins Manager Training and Bar Fundamentals with Director, Alcohol Operations.

.....  
 Incoming General Manager or Senior Manager \_\_\_\_\_ Date \_\_\_\_\_

.....  
 Transition Ambassador \_\_\_\_\_ Date \_\_\_\_\_



## ALCOHOL POLICIES - ASSOCIATE

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### Policy

Theatres that serve alcoholic beverages must adhere to the policies outlined in this document and ensure compliance with all local, state, and federal regulations and provide an overall safe experience.

**It is imperative that the General Managers understand and enforce the laws and procedures as laid out in the liquor license. Failure to do so could result in fines, loss of liquor license at the location and loss of current, pending or future liquor licenses in the same jurisdiction.**

Any person who violates the policies listed on the following pages will be appropriately disciplined. Violations also include assisting someone else in inappropriate conduct, failing to report any violation, and impeding an investigation. Possible disciplinary action may range from a verbal warning, up to and including termination. You may also be responsible in a criminal or civil suit for losses or other damages caused by your conduct. In addition, referral of the matter may be made to the appropriate government agencies.

### Definitions

AMC Theatres has various types of alcohol concepts; however there is one key factor that fundamentally influences our policies and procedures for operating our bars. This factor is the type of service provided:

- **Full Service Bar:** This concept has either a full service bar area with consumption of alcohol restricted to specific auditoriums and/or servers take orders and/or alcohol is delivered to guests inside auditoriums or bar/restaurant area. The guest admission age policy to these areas is either 18 years of age (or accompanied by a parent or legal guardian) or older or 21 years of age or older. (These concepts are often referred to MacGuffins<sup>SM</sup>, Fork & Screen<sup>SM</sup>, Cinema Suites<sup>SM</sup>, Red Kitchen<sup>SM</sup> or Premiums).
- **Counter Service:** This concept (often internally referred to as Mini-Macs) has a bar in which a guest may order an alcoholic beverage and then consume the drink inside an auditorium with the general public. Typically, the admission policy has no age restrictions and there is no seat-side service provided inside the auditoriums.

### Background Checks

Because of the additional responsibilities that accompany maintaining a liquor license, AMC conducts background checks on all Bartenders, Supervisors and managers assigned to locations with alcohol operations. However, depending on the local or state regulations, theatres may be required to complete background checks for all associates.

To determine whether and for whom background checks are required for your locality, please e-mail [Talent Acquisition](#). Instructions and training on how to complete a background check will be provided to the theatre at that time.

### Associate Age Policies

Please reference, *Theatre Specific Alcohol Laws and Regulations* for information specific to each theatre.

- **Age to Manage:** All managers assigned to a location that sells alcohol must be 21 years of age or older.
- **Age to Supervise:** Supervisors must be at least 18 years of age or older. However if a Supervisor is under 21, he or she may not be involved in any aspect of bar operations. Supervisors under 21 may not have access to secured alcohol storage areas, accept deliveries, transport alcohol, assist with inventory process or even step behind the bar to conduct a cash-pull.
- **Age to Transport & Access:** All associates that may receive alcohol deliveries, have access to alcohol storage areas, or help with the inventory of alcohol must be 21 years of age or older.
- **Age to Bartend:** Associates must be at least 21 years of age or older to mix or pour alcoholic beverages.



## ALCOHOL POLICIES - ASSOCIATE

- **Age to Serve:** Associates must be 18 years of age or older to serve (at Full Service Bars) alcohol unless regulations in your state stipulate otherwise.
- **Age to Clean Auditoriums:** Associates must be 18 years of age or older to pick up open containers of alcohol while cleaning an auditorium unless regulations in your state stipulate otherwise.

Open containers are defined as any vessel used to consume alcoholic beverages that contains any amount of alcohol or once contained alcohol. For example, an empty wine cup is considered an open container and may not be disposed of by an associate under the age of 18. If associates on duty are not old enough to pick up opened containers of alcohol, they must request assistance from a manager or Supervisor.

### Restrictions-Bar Policies

Associates on or off duty are not permitted to purchase or consume alcoholic drinks at their assigned theatre, nor are discounts on alcohol permitted at any time. Associates are not allowed to sit at the bar at any time.

### Alcohol Awareness Training

All associates at locations that sell alcohol play a vital role in enforcing alcohol policies and all associates are involved in compliance monitoring throughout the building. Therefore, associates assigned to theatres that serve alcoholic beverages must complete all necessary alcohol awareness training within the required timeframes. The following training is required for associates at alcohol locations:

| Locations where TIPS training is not required | RSOA101 | RSOA201 | TIPS |
|---|---------|---------|------|
| General Manager                               | ✓       | ✓       |      |
| Senior Manager                                | ✓       | ✓       |      |
| RTM/HM/FMM                                    | ✓       | ✓       |      |
| Supervisor                                    | ✓       | ✓       |      |
| Bartender                                     | ✓       | ✓       |      |
| Server  | ✓       | ✓       |      |
| Dedicated ACM                                 | ✓       | ✓       |      |
| Bussers/Crew                                  | ✓       |         |      |
| Cooks/Dishwashers                             |         |         |      |
| Locations required to complete TIPS training  | RSOA101 | RSOA201 | TIPS |
| General Manager                               | ✓       |         | ✓    |
| Senior Manager                                | ✓       |         | ✓    |
| RTM/HM/FMM                                    | ✓       |         | ✓    |
| Supervisor                                    | ✓       |         | ✓    |
| Bartender                                     |         |         | ✓    |
| Server  |         |         | ✓    |
| Dedicated ACM                                 | ✓       |         | ✓    |
| Bussers/Crew                                  | ✓       |         |      |
| Cooks/Dishwashers                             |         |         |      |





## ALCOHOL POLICIES - ASSOCIATE

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- **Responsible Service of Alcohol 101 (RSOA 101):** The RSOA 101 module in the Learning Studio must be completed within 14 days of assignment. Three years following completion, the module will be reassigned and must be retaken. Exceptions are made for dishwashers and cooks who never have contact with guests. Bartenders and servers at locations that require TiPS training are not required to complete RSOA101.
- **Responsible Service of Alcohol 201 (RSOA 201):** RSOA 201 is due within 21 days of assignment. Three years following the completion, the module will be reassigned and must be retaken. Associates at locations that require TiPS training are not required to complete RSOA201.
- **Location Specific Training (ex TABC, TiPS):** Depending on state or location regulations some locations may be required to complete a specific form of alcohol awareness training. For information regarding location specific training please refer to *B-12- Theatre Specific Alcohol Laws and AMC Policies*. At locations where TIPS or TABC training is required, certification is due within 21 days of hire. All associates renewing their certifications must complete recertification before their current certification expires.

If there is a request for an accommodation to alcohol awareness training, the General Manager should contact Talent Acquisition.



## ALCOHOL POLICIES-OPERATIONAL

Theatres that serve alcoholic beverages must adhere to the policies outlined in this document and ensure compliance with all local, state, and federal regulations and provide an overall safe experience.

**It is imperative that the General Managers understand and enforce the laws and procedures as laid out in the liquor license. Failure to do so could result in fines, loss of liquor license at the location and loss of current, pending or future liquor licenses in the same jurisdiction.**

Any person who violates the policies listed on the following pages will be appropriately disciplined. Violations also include assisting someone else in inappropriate conduct, failing to report any violation, and impeding an investigation. Possible disciplinary action may range from a verbal warning, up to and including termination. You may also be responsible in a criminal or civil suit for losses or other damages caused by your conduct. In addition, referral of the matter may be made to the appropriate government agencies.

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AMC Theatres has various types of alcohol concepts; however there is one key factor that fundamentally influences our policies and procedures for operating our bars. This factor is the type of service provided:

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- **Counter Service:** This concept (often internally referred to as Mini-Macs) has a bar in which a guest may order an alcoholic beverage and then consume the drink in an auditorium with the general public. Typically, the admission policy has no age restrictions and there is no seat-side service provided inside the auditoriums.

### Alcohol Sales

The guidelines below must be adhered to when serving alcoholic beverages to guests, unless local law differs.

#### Age Verification

The minimum legal age for purchasing and consuming alcoholic beverages in the US is 21 years. **Associates must require positive, valid proof of age from all guests purchasing alcohol regardless of age.** Techniques for determining the validity of an ID can be found in the *Concession* and *Usher Lesson Plans* of the *Crew Training Program*.

In most states valid IDs may be driver's licenses, state IDs, military and active military IDs, passports, passport cards, or visas. However, refer to *B-12, Theatre Specific Alcohol Laws and Regulations* for any local exceptions. Also, a booklet containing examples, descriptions, and the security features of valid IDs from the US and Canada called *ID Checking Guide* may be obtained by ordering from [www.idcheckingguide.com](http://www.idcheckingguide.com) or by calling (800) 227-8827. Since this booklet is updated annually, a subscription can be ordered at a savings.

When checking a government-issued ID, inspect the following information:

- Photograph of bearer
- Signature
- Height
- Date of Birth
- Expiration Date



## ALCOHOL POLICIES-OPERATIONAL

- Watermark

If an associate believes an ID is fake, the following steps must be taken:

- Alert a manager – the manager must complete a review of the ID using the F.L.A.G. technique. F.L.A.G. stands for Feel, Look, Ask, and Give Back.
- Notify Security if the ID appears to be fake.
- If Security is not present, return the card to the guest, unless local law requires a different procedure. (Please reference B-12, *Theatre Specific Alcohol Laws and Regulations* for specific laws and regulations).
- Do not serve the guest.

### **Exceptions to Age Verification Policy (Limited Use)**

When a guest requests an exception to AMC's age verification policy, the highest-ranking manager in the building can review the request. However, **at no time** should any associate communicate to the guest that we make exceptions to this policy.

The highest-ranking manager must complete the following actions prior to giving approval:

- Visual Check (**required**) – Manager must be present to determine if the guest looks over the age of 40. If the guest looks younger than 40, no exceptions should be made to the age verification policy and valid ID for proof age is required.
- Limit Order Quantity – Guest can only purchase one beverage per order if an exception is made.
- Documentation – If applicable, denote the exception on the *Alcohol Compliance Monitoring Worksheet*. (Copies can be found on *ClipBoard* in *Theatre Blank Forms & Templates* (Operations, Alcohol Enforcement).
- Verify that it is legal to serve a guest without identification in your location. (Refer to B-12, *Theatre Specific Alcohol Laws and Regulations* for local exceptions).

In the event that the associate did not follow the outlined procedures, disciplinary action up to and including termination may occur.

**Note:** Supervisors or Crew may **never** make this exception. Only the highest-ranking manager may do so.

### **Quantity of Alcoholic Beverages Purchased**

Alcohol sales limits are subject to the maximum imposed by local or state jurisdictions. An associate must NEVER serve more alcoholic beverages than the approved limit. Refer to B-12, *Theatre Specific Alcohol Laws and Regulations* for local restrictions that may differ from the general AMC policy.

- **Full Service Bar:** Guests (with ID) may purchase multiple alcoholic beverages at the same time (for example, a "bucket of beer" as advertised on the DI MacGuffins Bar menu), unless where local regulations differ.
- **Counter Service:** AMC limits alcohol sales to two drinks per person (with ID) within a single transaction, unless where local regulations are more restrictive.

### **Building Restrictions and Container Requirements**

Alcoholic beverages must always be served in the AMC approved containers and may never be poured into "traditional" fountain beverage vessels. Certain localities may require alcoholic beverages to stay within a designated area. Guests must be monitored to ensure they do not violate these requirements.



## ALCOHOL POLICIES-OPERATIONAL

If Full-Service Bars (MacGuffins and DIs), are approved to transfer an alcoholic beverage to the 'traditional' side of the building, guests must have their alcoholic beverage poured into a plastic cup by a bartender before exiting the bar area.

### Sales to Non-Ticketed Guests

- **Full Service Bar:** An admission ticket is not required to purchase alcoholic beverages at DI MacGuffins.
- **Counter Service:** Only ticketed guests may purchase alcoholic beverages at bars at traditional theatres (Mini-Macs).

### **Alcohol Hours & Alcohol Cut-Off Requirements**

The following are AMC policies. However, each theatre must adhere to the specific, local regulations to ensure that sales cease by the required time (refer to *B-12, Theatre Specific Alcohol Laws and Regulations*).

- **Operating Hours:** Bar operating hours should be part of the weekly business planning to ensure the most return and compliance to local laws.
- **Sales Cut-Off:** Each theatre has specific, local sales cut-off requirements. AMC's policy is to stop sales at 12:30 A.M or (1) hour prior to sales cut off, whichever is earlier and post signage.
- **Consumption Cut-Off:** Unless restrictions are different per local laws, consumption of alcohol must cease when sales are required to end. Closing the bar at the appropriate time is imperative to ensure consumption is not occurring past the cut-off time.
- **Container Pick-Up Time:** At DI locations, containers must be picked up and disposed of when sales are required to end, unless local law differs.

### **Signage**

Signage requirements often vary by locality and may include topics such as fetal alcohol, underage drinking and weapons. (Refer to *B-12, Theatre Specific Alcohol Laws and Regulations*).

AMC requires the following signage:

- **ID Policy - Guest Facing:** Place signage at the counter and POS to notify guests of AMC's policy to check the ID of all guests purchasing alcohol. Order these materials on the *Standard Materials Ordering and Fulfillment* site by searching for "alcohol."
- **Age Check - Associate Facing:** Place age check signage on POS to help associates quickly identify whether a guest is 21 years of age or older. Order the *Quick Age Check* cue cards on the *Standard Materials Ordering and Fulfillment* site by searching for "age."
- **Hours of Operation Cue Cards – Associate Facing:** Place Hours of Operation Cue Cards on each bar POS to help associates quickly know the hours of operation in which they are allowed to sell and serve alcohol. [Hours of Operation Cue Cards](#) can be found on the Alcohol Landing Page.
- **Weapons Free:** Ensure that the appropriate *No Weapons* door clings are displayed per [SEC-5-05, Weapons-Free Guidelines](#) in the *Theatre Standard Operating Procedures*.

### **Alcohol Inventory**

- All beer, wine and liquor must be delivered by a vendor and at no time is it allowable for an AMC Theatre associate to go off site to acquire it. Theatres where deliveries are not available for some, or all alcohol products, are specifically noted as an exception in the Associate Policy Handbook Section B-12—*Theatre*



## ALCOHOL POLICIES-OPERATIONAL

*Specific Alcohol Laws and AMC Polices.* Theatres that are an exception to this policy must follow the specific requirements for their location.

- At no time is it allowed for theatres to transfer liquor, beer, or wine inventory between locations. All liquor, beer, and wine inventory must be kept in a secure location that is only accessible by managers and Supervisors who are 21 years of age or older. When stocking the bar, we use a "Bottle-for-Bottle Exchange" system, in which a bottle does not leave the closet without an empty one in its place. Immediately following the close of the building, a manager must verify that all alcohol is secure.
- If a net terms vendor that is not on Fintech has one or more past due invoices that must be taken care of prior to a new delivery being made, please procure a money order using cash from the Manager's Fund to pay for the past due invoice(s). In certain states, a past due invoice could result in other AMC locations being put on credit hold, COD, or potentially jeopardize the liquor license. Once the vendor reaches out with the past due information, please involve [0411-Purchasing@amctheatres.com](mailto:0411-Purchasing@amctheatres.com) immediately so that team can assist to ensure that service remains uninterrupted.
- All bar locations must purchase produce through Pro\*Act; Pro\*Act owns individual distributors in every area that AMC operates. This ensures that each distributor has a HACCP plan in place and that bar locations are receiving fresh, safe product. Produce should not be sourced outside of Pro\*Act at any time. If product needs to be expedited from the approved vendor or if product is needed immediately, please contact 0411-Purchasing.

Based on theatre design and layout, securing alcohol may require moving bottles to locked storage, locking behind counters, etc. E-mail [0411-MacGuffins](mailto:0411-MacGuffins) for questions and/or direction.

### Alcohol Compliance Monitoring

Whenever the bar is open, a manager must oversee the bar operations as part of managing the floor to ensure quality of service and alcohol compliance by observing the flow of guests and bartender execution. Management must also be available to investigate anything unusual reported by bartenders, other associates, or guests.

All associates who serve, sell, or handle alcohol and those who monitor for compliance play a vital role in enforcing alcohol policies. Compliance monitoring occurs throughout the building by all associates using the tactics provided by TIPS training. All associates are required to check ID for any guests consuming alcohol who appear to be under the legal drinking age of 21 in areas outside and inside the auditoriums.

Associates, who perform auditorium checks for presentation quality, SIG, and comfort, also need to monitor for alcohol compliance. Proper planning is essential and depending on film bookings and expected audience draw, it may be necessary at to increase frequency of auditorium checks for specific films. Assignment of duties to specific associates should be noted on the Daily Game Plan.

Monitoring for alcohol compliance includes these responsibilities:

- Ensure guest compliance with alcohol enforcement policies
- Monitor and prevent alcohol consumption by minors
- Ensure alcohol is consumed in designated areas only
- Ensure guests do not leave the premises with alcoholic beverages



## ALCOHOL POLICIES-OPERATIONAL

**Dedicated Alcohol Compliance Monitor (ACM):** Some theatres are required to schedule dedicated associates to monitor for alcohol compliance as their primary responsibility. The ACM must be at least 18 years of age and be TIPS certified. Refer to *B-12, Theatre Specific Alcohol Laws and Regulations*.

Even with ACM(s) on duty, **all associates** share responsibility for immediately reporting non-compliance with requirements for the sale, handling, and/or consumption of alcoholic beverages to a manager or Supervisor.

The following must occur whenever the bar is operating:

Schedule the ACM in WorkForce using the ACM job code.

Denote the ACM on the Daily Game Plan (Crew or Manager Leadership Schedule)

ACM must wear name lanyard with "Alcohol Compliance Monitor" as their role/title.

### Underage Drinking

Individuals under 21 years of age may not purchase nor consume alcoholic beverages on AMC property. In the event that an underage guest is caught with an alcoholic beverage, a manager must be notified **immediately**.

The following steps must be taken to ensure we address the issue correctly:

1. Remove the guest from the auditorium.
2. Verify the guest's age.

If the guest is determined to be underage:

3. Take the drink from the guest.
4. Notify law enforcement.
5. If the guest is under the age of 18, contact a parent or legal guardian.
6. Complete the *Alcohol Compliance Monitoring Worksheet* and submit an *Incident Report*.

### Guests Showing Signs of Intoxication

In the event that an associate encounters a guest that appears intoxicated, a manager must be notified **immediately**.

The following steps must be taken to ensure we address the issue correctly:

1. Remove the guest from the auditorium.
2. Ask the guest to not leave the building.
3. Ask the guest to sit down and provide water or food. This is designed to diffuse the situation as well as provide time for making alternative arrangements to get the guest home. This is not a tactic to help the guest "sober" up before driving home.
4. Make alternate arrangements for the guest to get home.
5. If the guest does not follow your instructions, monitor the guest's location.
6. Notify law enforcement if you are unable to keep the guest from leaving.
7. Complete the *Alcohol Compliance Monitoring Worksheet* and submit an *Incident Report*.



## ALCOHOL POLICIES-OPERATIONAL

### Undercover Alcohol Compliance Checks

At any time, theatres may receive undercover alcohol compliance checks. Theatre teams should be prepared by always adhering to all AMC policies and local regulations.

#### Government Agencies

Alcohol compliance checks are investigations into the purchase of alcohol by minors at businesses that sell alcohol. If your location receives an undercover alcohol compliance check by a government agency regardless of pass or fail, please e-mail [0411-MacGuffins](#) and [0411-Inspections](#). Follow the notification instructions outlined in *HS-2-05a, Government Inspections Notifications* in Theatre Standard Operating Procedures.

The sting operations will involve a minor, under the age of 21 years, (with undercover officers nearby) attempting to buy an alcoholic beverage from an associate. In some states, there is no legal standard that requires the minor to be truthful about their age and the minor may not present any identification.

- If identification is used, the underage purchaser may lie about his or her age. This demonstrates whether the Bartender is relying upon the valid ID presented or a verbal representation of age.
- If identification is not used, the underage purchaser, if asked, will likely respond with a reasonable excuse, such as "I lost it," or "I forgot it."
- If refused purchase, the underage purchaser shouldn't make any further attempt to convince the server or Bartender to provide alcohol.

Remember, the underage purchaser may lie about his or her age if asked. Never complete an alcohol sale unless a valid ID is presented and the birthdate documents him or her to be 21 years of age or older.

If the associate sells alcohol to a minor, the following actions may occur:

- Fines (associate, business, etc.)
- Arrest (associate)
- Conviction (misdemeanor)
- Civil penalties
- Additional sting operations (multiple offenses)
- Loss of liquor license (multiple offenses)

**If it is determined that an associate failed to properly review valid proof of age or allowed a guest under 21 years of age to purchase and/or to consume an alcoholic beverage, due to AMC's zero tolerance policy that associate will be terminated.**

#### AMC Mystery Shop

As part of AMC's Mystery Shop program, there is a unique shop that is specific to locations that serve alcohol. Theatres will receive one alcohol mystery shop every month. This check is completed by a third party vendor to ensure compliance with local, state, and federal laws regarding alcohol enforcement. These shops are graded on a pass/fail system. Theatres that fail may receive additional checks. E-mail [0411-Mystery Shop](#) if you have questions regarding your mystery shop results.

**If it is determined that an associate sold an alcoholic beverage during an alcohol mystery shop, without properly reviewing valid proof of age for the guest, that associate must be terminated due to AMC's zero tolerance policy.**



**RESOLUTION NUMBER 5050**

**A RESOLUTION ACCEPTING A BID FOR MAKERSPACE IMPROVEMENTS TO THE VESTAVIA HILLS LIBRARY IN THE FOREST**

**WHEREAS**, on April 18, 2018 at 10:00 a.m. the City of Vestavia Hills publicly read aloud bids submitted for Makerspace Improvements to the Library in the Forest; and

**WHEREAS**, the Library Director has reviewed the bids, detailed them in an Interoffice Memorandum to the City Council and City Manager dated May 7, 2018 and recommended acceptance of the bid submitted by Prescott Contracting. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Resolution Number 5050 as if written fully therein; and

**WHEREAS**, on May 1, 2018, the Vestavia Hills Library Board of Trustees voted to accept the bid package submitted by Prescott Contracting; and

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

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

1. The bid submitted by Prescott Contracting as detailed in attached Exhibit A and recommended by the Library Director, is hereby accepted; and
2. This Resolution Number 5050 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 14<sup>th</sup> day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





# VESTAVIA HILLS

A LIFE ABOVE

ASHLEY C. CURRY  
*Mayor*

TANEISHA YOUNG TUCKER  
*Library Director*

**May 07, 2018**

TO: Mayor Ashley Curry  
Mayor Pro-Tempore Rusty Weaver  
Councilor Kimberly Barlow-Cook  
Councilor Paul Head  
Councilor George Pierce  
Mr. Jeff Downes, City Manager

FROM: Taneisha Tucker  
Library Director

RE: Request for City Council Approval

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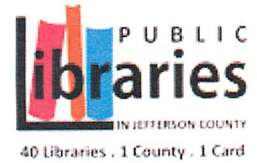
The Vestavia Hills Library in the Forest plans to construct a Makerspace in what was once the library's café area. Bids for the renovation were opened on Wednesday, April 18, 2018. Two contractors submitted bid documents for the job with the lowest most responsible bidder being Prescott Contracting with a total of \$72,190 for the project.

On Tuesday, May 1, 2018 the Library Board of Trustees voted to accept the recommendation from Steve Reeves, the consultant and architect, working on behalf of the library. Mr. Reeves recommended Prescott Consulting and later submitted a letter of reference to the Library Board for review.

All funding for this project will be provided by the Library Foundation. Representatives from the Foundation are working with the City's Finance Department to ensure that funds are given to the City before payments are due to the contractor.

The Library Board of Trustees and I request your approval for Prescott Consulting to be designated as the contractor to perform the renovations to create the library's Makerspace.

Thank you.



**Subject** SDR17071\_VHLITF - Makerspace Bids  
**From** Steve Reeves <steve@sdr-studio.com>  
**To** Taneisha Tucker <tyoung@bham.lib.al.us>, Wendy Johnson <wjwallace17@yahoo.com>, Vestavia Hills Foundation <foundation@libraryintheforest.org>  
**Cc** Rebecca Leavings <rleavings@vhal.org>  
**Date** 2018-04-19 12:16

- SDR17071\_David Acton\_BID\_2018-04-18.pdf (~2.1 MB)
- SDR17071\_Prescott\_BID\_2018-04-18.pdf (~1.0 MB)

Taneisha and Wendy,

We received two(2) bids yesterday for the Interior Improvements at the VHLITF Makerspace. The participating bidding contractors are: 1) David Acton Building Corporation, and 2) Prescott Contracting. Sherrod Construction elected not to submit a bid. The submitted bid documents are attached for your reference.

Both contractors indicated they could complete the work in sixty(60) days from Notice to Proceed.

Below is the cost breakdown of each bid:

David Acton Building Corporation

- Base Bid: \$87,550
- Alternate #1 (Manual window shades on existing exterior windows): \$2,883
- Alternate #2 (Vinyl graphics on walls and interior glazing): \$9,683
- TOTAL (w/ Alternate #1 and #2): **\$100,116**

Prescott Contracting

- Base Bid: \$62,737
- Alternate #1 (Manual window shades on existing exterior windows): \$2,020
- Alternate #2 (Vinyl graphics on walls and interior glazing): \$7,433
- TOTAL (w/ Alternate #1 and #2): **\$72,190**

I have contacted Prescott Contracting to confirm their bid amount, given that it is so much less than the next highest bid. They have confirmed they are comfortable everything was included in their bid. His explanation is that they are self-performing the work as opposed to subcontracting out most of the labor, which makes sense. This number provides us with a comfortable contingency in the case of small change orders, furniture purchases, etc. I am leaning toward recommending this contractor to the council for several reasons, not the least of which is their price. I need your feedback first, however. I also intend to contact a couple of their references prior to making an official recommendation.

Thanks,

Steve Reeves, AIA  
**SDR|Studio**  
 o: (205) 824-4708  
 c: (205) 910-7224  
[steve@sdrstudio.com](mailto:steve@sdrstudio.com)



JEFFERSON COUNTY  
DEPARTMENT OF HEALTH  
*Serving the Community Since 1917*

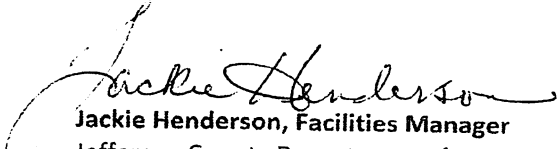
May 3, 2018

RE: Letter of Reference for

Prescott Contracting  
213 Gadsden Hwy  
Birmingham, AL 35235

To Whom It May Concern:

We had the opportunity to work with Prescott Contracting in the 4<sup>th</sup> Quarter of 2017 and can directly attest to their professionalism, capability, and attention to detail. Prescott Contracting completed a renovation project at our main facility downtown Birmingham; This project required them to work around several unique issues including restricted work hours and other challenges that go along with completing a project in an occupied building. The contract value of the renovation project was \$175,900.00. I am confident in my recommendation of Prescott Contracting and believe that they will be an added value to any project team.

  
**Jackie Henderson, Facilities Manager**  
Jefferson County Department of Health  
401 14th Street South  
Birmingham, AL 35233  
(p) 205.930-1012 | (f) 205.930-1980  
[Jackie.Henderson@jcdh.org](mailto:Jackie.Henderson@jcdh.org)  
<http://www.jcdh.org>

**RESOLUTION NUMBER 5051**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FULL AND FINAL SETTLEMENT AGREEMENT, RELEASE AND LEASE TERMINATION FOR PROPERTY LOCATED AT 1090 MONTGOMERY HIGHWAY**

**WHEREAS**, on December 20, 2010, Gold’s Gym, LLC, (hereinafter known as “Lessee”) an Alabama limited liability company, executed and delivered a lease agreement with BAC Vestavia Realty, LLC, an Alabama limited liability company and the property owner of property and improvements located at 1090 Montgomery Highway; and

**WHEREAS**, on May 31, 2017, the City of Vestavia Hills, a municipal corporation, purchased the property and improvements located at 1090 Montgomery Highway and subsequently became the Landlord of the 5.27 acre tract of property together with a 2-story building and other improvements leased by Lessee’s; and

**WHEREAS**, Lessee has presented to the City a Full and Final Settlement Agreement Release and Lease Termination (“Agreement”) in order to terminate the present agreement and vacate the premises, a copy of which is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5051 as though written fully therein; and

**WHEREAS**, the City Manager has reviewed the Agreement and recommended acceptance of said Agreement; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to execute and deliver said Agreement.

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

1. The City Manager is hereby authorized to execute and deliver the attached Agreement for property located at 1090 Montgomery Highway; and
2. This Resolution Number 5051 shall become effective immediately upon approval and adoption.

**APPROVED and ADOPTED** this the 14<sup>th</sup> day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**FULL AND FINAL SETTLEMENT  
AGREEMENT, RELEASE, AND LEASE  
TERMINATION**

This Full and Final Settlement Agreement, Release, and Lease Termination (the “Agreement”) is made and entered into effective as of the \_\_\_ day of May 2018 (the “Effective Date”) by and among Gold’s Alabama LLC and the City of Vestavia Hills, Alabama.

**DEFINITIONS**

As used in this Agreement, and for the purpose of this Agreement only, the following terms shall have the following meanings:

1. **“Gold’s”** shall mean Gold’s Alabama LLC, and all of its present and former members, officers, directors, stockholders, partners, employees, agents, attorneys, administrators, executors, insurers, reinsurers, parent companies, subsidiaries, affiliates, related companies, heirs, predecessors, successors, assigns, and guarantors.
2. **“Landlord”** shall mean the City of Vestavia Hills, Alabama, a municipal corporation, and all of its present and former members, officers, directors, stockholders, partners, employees, agents, attorneys, administrators, executors, insurers, reinsurers, parent companies, subsidiaries, affiliates, related companies, heirs, predecessors, successors, and assigns.
3. **“Parties”** shall mean Gold’s and Landlord, collectively.
4. **“Lease”** shall mean that certain Lease Agreement dated December 20, 2010, by and between Gold’s and BAC Vestavia Realty LLC, and all subsequent amendments and assignments of same.
5. **“Premises”** shall mean the leased premises located at 1090 Montgomery Highway, Vestavia Hills, Alabama 35216.
6. **“Claims”** shall mean any actual, potential, threatened or alleged past, present or

future claims, actions, counts, cross-claims, counterclaims, third-party actions, rights, benefits, obligations, liabilities, duties, demands, requests, letters, notices, suits, lawsuits, administrative proceedings, arbitrations, mediations, causes of action, and any other assertions of liability of any kind, whether legal or equitable, and whether currently known or unknown, fixed or contingent, mature or unmature, liquidated or unliquidated, direct or consequential, foreseen or unforeseen, and whether sounding in tort, contract, equity, or any other statutory, administrative or common law cause of action of any sort which relate to the Premises or the obligations under the terms of the Lease arising before the Effective Date of this Agreement.

### **AGREEMENTS, COVENANTS, AND RELEASES**

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained, and intending to be legally bound, the Parties agree as follows:

**1. Lease Termination.** The Parties agree that the Lease is hereby modified and shall terminate effective June 30, 2018 (the "Termination Date"). Gold's shall discontinue all use of the Premise on or before the Termination without further notice to Landlord. No obligations under the Lease shall survive the Termination Date.

Notwithstanding anything in this Agreement, the Lease shall continue in full force and effect through and until the Termination Date. Gold's specifically agrees to pay to Landlord Base Rent and Additional Rent as set forth sections 5.1 and 5.2 of the Lease for the month of June 2018.

**2. Lease Termination Payment.** In exchange for the Lease termination, Gold's hereby agrees to pay to Landlord the total sum of \$510,000.00 (Five Hundred Ten Thousand Dollars) on or before July 9, 2018 (the "Termination Payment"). The Termination Payment shall be made by a check payable to "City of Vestavia" and sent to

the following address: Jeff Downes, City Manager, City of Vestavia Hills, 1032 Montgomery Hwy, Vestavia Hills, AL 35216.

**3. Mutual Release**

(a) Landlord acknowledges and agrees that the Termination Payment is in exchange for a full and complete release of any and all actual or potential Claims and damages arising out of or in any way connected with any aspect of the Premises or the Lease Landlord may have against Gold's through the date this Agreement is executed. Landlord further acknowledges and agrees that, to the knowledge of Landlord, Gold's is not in breach of the Lease, that no condition exists that would allow Landlord to claim Gold's is in breach of the Lease, and that Gold's has fulfilled all of its obligations under the Lease through the date this Agreement is executed.

(b) Gold's hereby acknowledges and agrees that the Lease termination is in exchange for a full and complete release of any and all actual or potential Claims and damages arising out of or in any way connected with any aspect of the Premises or the Lease Gold's may have against Landlord for matters which have arisen through the date this Agreement is executed. Gold's further acknowledges and agrees that, to the knowledge of Gold's, Landlord is not in breach of the Lease, that no condition exists that would allow Gold's to claim Landlord is in breach of the Lease, and that Landlord has fulfilled all of its obligations under the Lease through the date this Agreement is executed.

**4. Representations and Warranties.** Each of the Parties represent and warrant the following to the other party: (1) the representations contained in this Agreement are true and correct; (2) the signatories to the Agreement have full legal right, power and authority to execute the Agreement and bind the party for whom that



signatory acts; and (3) the execution, delivery, and performance of the Agreement and terms herein have been duly authorized by appropriate action.

**5. No Reliance on Representations.** In entering into this Agreement, the Parties each represent and warrant that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, that they have read the terms of this Agreement, that those terms have been completely explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by each of the Parties. The Parties further represent and warrant that they do not rely and have not relied upon any representation or statement made, unless otherwise provided herein, by any other party or any of their officers, agents, representatives or attorneys with regard to any facts pertaining to or relating to this controversy, any rights or asserted rights they may have, or regarding this Agreement, and they hereby assume the risk of any mistake of fact in connection with the true facts involved in said controversy or with regard to any facts which are now unknown to them relating thereto.

**6. No Assignment.** The Parties represent and warrant that each is the full and sole owner of each of the Claims released by this Agreement and that they have not assigned, transferred or otherwise encumbered any portion of or interest in the Claims released by this Agreement to any other person or entity.

**7. Construction of Agreement.** This Agreement shall be deemed to have been jointly drafted by all Parties for the purposes of applying any rule of contract construction, and the terms of this Agreement shall not be presumptively construed against any of the Parties or be subject to the doctrine of contra proferentum.

**8. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, and all disputes relating to or arising from this Agreement shall be governed by the laws of Alabama, without regard to rules or principles regarding conflicts of laws.

**9. Entire Agreement.** This Agreement contains, embodies, merges, and integrates the entire agreement between the Parties with regard to the matters set forth in it, and supersedes all prior discussions, representations, agreements, and understandings, both written and oral, between the Parties with respect hereto. No oral understandings, statements, promises or inducements contrary to the terms of the Agreement exist. This Agreement shall be binding upon and inure to the benefit of the Parties, as well as the executors, administrators, personal representatives, and successors and assigns of each.

**10. Severability.** If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the parties hereto.

**11. Additional Necessary Documents.** The Parties agree to cooperate fully in the drafting, execution and delivery of any and all supplemental documents and to take additional actions that may be necessary or appropriate to effectuate and give full force and effect to the terms and intent of this Agreement and which are not inconsistent with its terms.

**12. Headings.** The section titles, captions, and headings contained within this Agreement are used only for convenience and ease of reference, and shall not be construed to define, limit, or extend the scope of this Agreement or any of its terms.

**13. Multiple Counterparts, Facsimiles Deemed Originals.** The Parties may execute multiple originals of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed using DocuSign eSignature technology, facsimile signatures, pdf signatures, or any such similar technology with sufficient reliability to determine the signing party intended to sign and be bound by this Agreement and such signatures shall be given the authority of original signatures for purposes of executing and enforcing the validity of this Agreement.

**14. Amendments.** Neither this Agreement nor any term set forth herein may be amended, waived, altered, or terminated except by a writing signed by all of the parties hereto.

**AGREED:**

City of Vestavia Hills, Alabama

By: \_\_\_\_\_

Printed Name:

Title:

Date:

Gold's Alabama LLC

By: \_\_\_\_\_

Printed Name: Jeremy Williams

Title: Vice President & Senior Counsel

Date:

## **RESOLUTION NUMBER 5052**

**A RESOLUTION (1) TO RECOGNIZE THE TEN-STEP PLANNING PROCESS FOR THE PREPARATION OF THE 2018 CITY OF VESTAVIA HILLS FLOODPLAIN MANAGEMENT PLAN (“PLAN”), CONSISTENT WITH ACTIVITY 510 OF THE COMMUNITY RATING SYSTEM COORDINATOR’S MANUAL, 2017 EDITION; (2) TO CONFIRM THE MEMBERSHIP OF A FLOODPLAIN MANAGEMENT PLANNING COMMITTEE (“PLANNING COMMITTEE”) APPOINTED BY THE CITY MANAGER TO OVERSEE THE PREPARATION OF THE PLAN; (3) TO RECOGNIZE THE CITY ENGINEER AND FLOODPLAIN ADMINISTRATOR AS CHAIR OF THE PLANNING COMMITTEE; (4) TO AUTHORIZE THE STAFF OF THE CITY’S DEPARTMENT OF ENGINEERING TO PROVIDE STAFF SUPPORT TO THE PLANNING COMMITTEE; AND (5) TO COMPLETE THE PLAN WITHIN THE PERIOD OF PERFORMANCE ENDING ON SEPTEMBER 30, 2018, AS REQUIRED BY THE FEMA FLOOD MITIGATION ASSISTANCE (“FMA”) GRANT AWARDED TO THE CITY FOR PREPARING THE PLAN.**

**WHEREAS**, the City of Vestavia Hills had been awarded a FEMA Flood Mitigation Assistance grant on October 14, 2014, to fund the preparation of the 2018 Plan; and,

**WHEREAS**, the ten-step planning process for the preparation of the plan is hereby recognized in accordance with activity 510 of the Community Rating System Coordinator’s Manual, 2017 edition; and,

**WHEREAS**, the following individuals are hereby appointed as members of the Floodplain Management Planning Committee, which is hereby created to oversee the preparation of the plan:

- Keith Blanton, Building Official
- Christopher Brady, Floodplain Manager & City Engineer
- Brian Davis, Public Services
- Jeff Downes, City Manager
- Conrad Garrison, City Planner
- Scott Key, Fire Marshal; and

**WHEREAS**, the Floodplain Administrator, Mr. Christopher Brady, City Engineer, is hereby recognized as Chair of the Planning Committee; and,

**WHEREAS**, City staff from the Engineering Department are hereby authorized to provide staff support to the Planning Committee under the direction of the Chair; and,

**WHEREAS**, the Planning Committee is hereby directed to complete the plan within the period of performance ending on September 30, 2018, as required by the FMA grant conditions, and continue to guide implementation of the plan.

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

1. The following individuals are hereby appointed as members of the Floodplain Management Planning Committee, which is hereby created to oversee the preparation of the plan:
  - Keith Blanton, Building Official
  - Christopher Brady, Floodplain Manager & City Engineer
  - Brian Davis, Public Services
  - Jeff Downes, City Manager
  - Conrad Garrison, City Planner
  - Scott Key, Fire Marshal; and
2. Christopher Brady, Floodplain Manager and City Engineer is hereby recognized as the Chair of the Planning Committee; and
3. City staff from the Engineering Department are hereby authorized to provide staff support to the Planning Committee under the direction of the Chair; and
4. The Planning Committee is hereby directed to complete the plan within the period of performance ending on September 30, 2018, as required by the FMA grant conditions, and continue to guide implementation of the plan; and
5. This Resolution Number 5052 shall become effective immediately upon adoption and approval.

**APPROVED and ADOPTED** this the 14<sup>th</sup> day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## **RESOLUTION NUMBER 5054**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO SETTLE CERTAIN LITIGATION**

**WHEREAS**, the City of Vestavia Hills, Alabama, along with other parties are defendants in pending litigation entitled *Christina Maze, et al. v. City of Vestavia Hills, Alabama, et al.*, Civil Action No. 01-CV-2017-901218, Circuit Court of Jefferson County, Alabama (“the Lawsuit”);

**WHEREAS**, the Plaintiffs in the Lawsuit have proposed to the Daniel Defendants and the City a settlement agreement in order to avoid future litigation costs, which has been conditionally accepted pending approval by the City Council;

**WHEREAS**, the proposed settlement has been reviewed, approved and recommended by the City Attorney and outside retained counsel for the City; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to settle said litigation pursuant to the terms of a settlement agreement.

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

1. The City Manager is hereby authorized to expend a sum of \$50,000 to partially fund the settlement to the Lawsuit;
2. The City Manager is hereby authorized to execute the settlement agreement and to otherwise carry out the remaining terms and conditions of the agreement to effect a full and final settlement between the Plaintiffs and the City and a complete dismissal with prejudice of the pending lawsuit; and
3. This Resolution Number 5054 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 14<sup>th</sup> day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5055**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated May 10, 2018, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS**, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 14th day of May, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 23rd day of May, 2018.

2. That on the 10th day of September, 2018, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5055 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:



Gresham School Campus  
Vestavia Hills Board of Education, Owner(s)

More particularly described as follows;

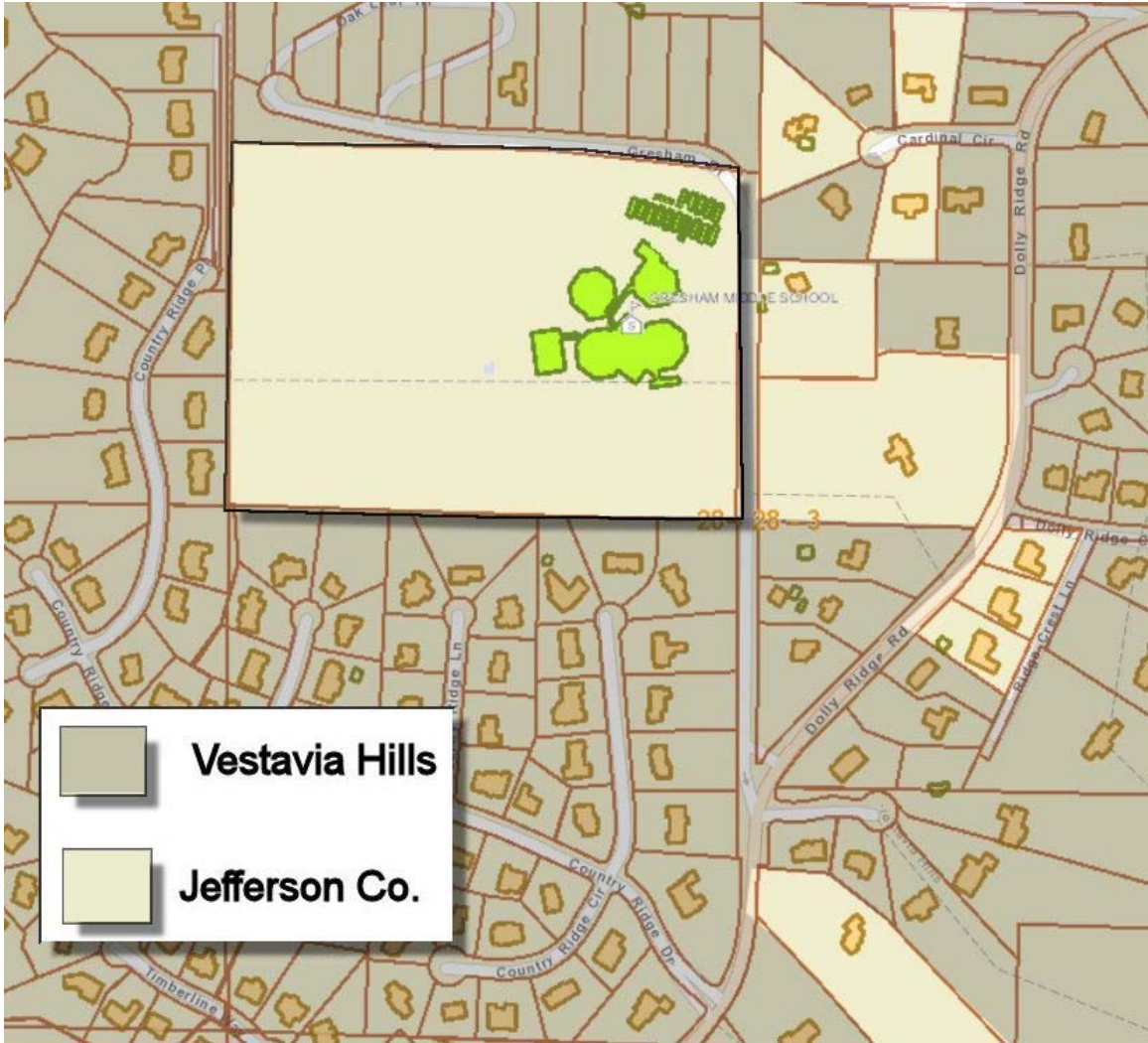
A tract of land situated in the NW 1/4 of the SW 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 00° 17' 16" W along the West line of said 1/4 - 1/4 section for 907.31 feet to a point on the South line of the Gresham Woods Subdivision, as recorded in Map Book 227, page 2, in the Probate Office of Jefferson County, Alabama; thence run S 88° 32' 33" E along the South line of said Subdivision for 797.24 feet to a point on the South Right of Way line of Gresham Drive; thence run S 83° 58' 48" E along said road right of way for 408.26 feet to the point of a non tangent curve to the right, said curve having a radius of 150.00 feet and a chord bearing of S 34° 13' 12" E and run along the arc of said curve and said road right of way for 157.34 feet; thence run S 00° 28' 05" E along said road right of way for 755.98 feet to a point on the South line of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 88° 24' 07" W along the South line of said 1/4 - 1/4 section for 1289.60 feet to the point of beginning.

**APPROVED and ADOPTED** this the 14th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**Annexation Committee Petition Review**

Property: Gresham School

Owners: Jefferson County Board of Education

Date: 4-23-18

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 Roadway split is in fair to poor condition
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 \_\_\_\_\_ Number in city majority are in Vestavia Hills 9890
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, Gresham School

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: see Engineering and Equip Dept. comments

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

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

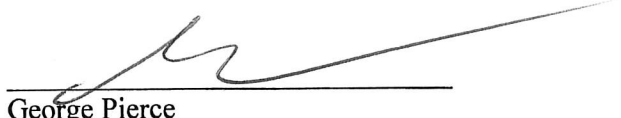
  
\_\_\_\_\_  
George Pierce  
Chairman

EXHIBIT "C"

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

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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: Gresham School

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**Engineering:**

Date: \_\_\_\_\_ Initials: CB

**2650 Gresham Drive** -- (Gresham Elementary School) no significant concerns noted; roadway asphalt is in fair to poor condition; a few neighboring properties will remain in unincorporated Jefferson County, so we anticipate roadway maintenance will remain a shared responsibility with the County; will recommend School Board evaluate turnlane improvements that may be necessary for added school traffic.

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**Board of Education:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Police Department:**

Date: \_\_\_\_\_ Initials: \_\_\_\_\_

The proposed annexation of Gresham School will have minimal impact to the Police Department. The intersection of Dolly Ridge Road and Gresham Drive is already in the city so the traffic will not have an additional impact on Patrol.

The only impact to the Police Department will be the addition of an additional School Resource Officer.

The Police Department does not oppose the annexation.

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**Fire Department:** Date: 4/23/18 Initials: SD

Comments: Wiring at ballfields needs to be cleaned up. No opposition to annexation.



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: MAY 10, 2018

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: SEE DEED ATTACHED HERETO

BLOCK: \_\_\_\_\_

SURVEY: \_\_\_\_\_

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

COUNTY ZONING: \_\_\_\_\_

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

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**

\_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_

\_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_

\_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_

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

STATE OF ALABAMA

JEFFERSON COUNTY

DL. TODD FREEMAN 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 of Certifier

Subscribed and sworn before me this the 10<sup>th</sup> day of MAY, 2018.

  
\_\_\_\_\_  
Notary Public

My commission expires: June 14, 2021





**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): The Board of Education of the City of Vestavia Hills  
Address: 1204 Montgomery Highway  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Information on Children:**

**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": \_\_\_\_\_

**SEND TAX NOTICE TO:**  
Board of Education of the  
City of Vestavia Hills, Alabama  
1204 Montgomery Highway  
Vestavia Hills, Alabama 35216

Clerk: NICOLE

*Note:* The real property described in this Deed is exempt from all ad valorem taxes by virtue of Amendment 373(k) of *Constitution of Alabama* and Title 40-9-1, *Code of Alabama, 1975*

This Instrument Was Prepared By:  
Patrick H. Boone; Attorney at Law  
705 New South Federal Savings Building  
215 Richard Arrington, Jr. Boulevard North  
Birmingham, Alabama 35203-3720  
Telephone No. 205-324-2018

**STATE OF ALABAMA**  
**JEFFERSON COUNTY**

**STATUTORY WARRANTY DEED**

**THIS STATUTORY WARRANTY DEED (this "Deed")** is executed and delivered as of the 10<sup>th</sup> day of May, 2018, by the County Board of Education of Jefferson County (hereinafter referred to as "Grantor"), in favor of the Board of Education of the City of Vestavia Hills, Alabama (hereinafter referred to as "Grantee").

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Six Million Seven Hundred Fifty Dollars (\$6,750,000.00), in hand paid by the Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee that certain real property (the "Property") situated in Jefferson County, Alabama which is more particularly described as follows:

A tract of land situated in the NW 1/4 of the SW 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 00° 17' 16" W along the West line of said 1/4 - 1/4 section for 907.31 feet to a point on the South line of the Gresham Woods Subdivision, as recorded in Map Book 227, page 2, in the Probate Office of Jefferson County, Alabama; thence run S 88° 32' 33" E along the South line of said Subdivision for 797.24 feet to a point on the South Right of Way line of Gresham Drive; thence run S 83° 58' 48" E along said road right of way for 408.26 feet to the point of a non tangent curve to the right, said curve having a radius of 150.00 feet and a chord bearing of S 34° 13' 12" E and run along the arc of said curve and said road right of way for 157.34 feet; thence run S 00° 28' 05" E along said road right of way for 755.98 feet to a point on the South line of the NW 1/4 of the SW

1/4 of said Section 28; thence run N 88° 24' 07" W along the South line of said 1/4 - 1/4 section for 1289.60 feet to the point of beginning.

This conveyance is made subject to all matters of record, all existing restrictions, rights of way, limitations, easements, exceptions, reservations, releases and covenants of record ("Permitted Exceptions"), specifically including but not limited to:

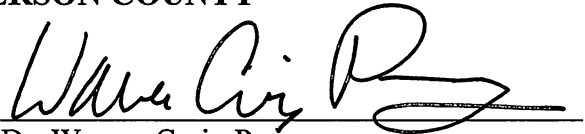
1. Easement to Alabama Power Company recorded in Instrument 200315/2842 and Book LR200716, page 466, in the Probate Office of Jefferson County, Alabama.

2. Right of Way to Jefferson County, recorded in Real 1798, page 836; Real 1812, page 462; Book LR200620, page 7784; Book LR200620, page 7782; Real 1262, page 60; Real 2712, page 85 and Real 3550, page 359, in the Probate Office of Jefferson County, Alabama.

**TO HAVE AND TO HOLD** unto said Grantee, its successors and assigns forever; subject, however, to the Permitted Exceptions.

**IN WITNESS WHEREOF**, the said Grantor by its Superintendent authorized to execute this conveyance, hereto set its signature and seal, on this the 10<sup>th</sup> day of May, 2018.


**COUNTY BOARD OF EDUCATION OF  
JEFFERSON COUNTY**

By:   
Dr. Warren Craig Pouncey  
Superintendent

**STATE OF ALABAMA  
JEFFERSON COUNTY**

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dr. Warren Craig Pouncey, whose name as Superintendent of the County Board of Education of Jefferson County, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such Superintendent and with full authority, executed the same voluntarily for and as the act of said County Board of Education of Jefferson County.

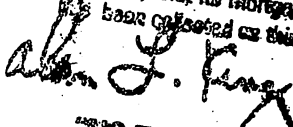
Given under my hand and official seal this 10<sup>th</sup> day of May, 2018.

  
Notary Public

My Commission Expires:

June 14, 2021

SEAL

STATE OF ALABAMA - JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed tax  
has been collected on this instrument.  
 Judge of Probate  
"NO TAX COLLECTED"

**ORDINANCE NUMBER 2765**

**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 Vestavia Hills Board of Education dated May 10, 2018, 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:

Gresham School Campus  
Vestavia Hills Board of Education

More particularly described as follows;

A tract of land situated in the NW 1/4 of the SW 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 00° 17' 16" W along the

West line of said 1/4 - 1/4 section for 907.31 feet to a point on the South line of the Gresham Woods Subdivision, as recorded in Map Book 227, page 2, in the Probate Office of Jefferson County, Alabama; thence run S 88° 32' 33" E along the South line of said Subdivision for 797.24 feet to a point on the South Right of Way line of Gresham Drive; thence run S 83° 58' 48" E along said road right of way for 408.26 feet to the point of a non tangent curve to the right, said curve having a radius of 150.00 feet and a chord bearing of S 34° 13' 12" E and run along the arc of said curve and said road right of way for 157.34 feet; thence run S 00° 28' 05" E along said road right of way for 755.98 feet to a point on the South line of the NW 1/4 of the SW 1/4 of said Section 28; thence run N 88° 24' 07" W along the South line of said 1/4 - 1/4 section for 1289.60 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 14th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

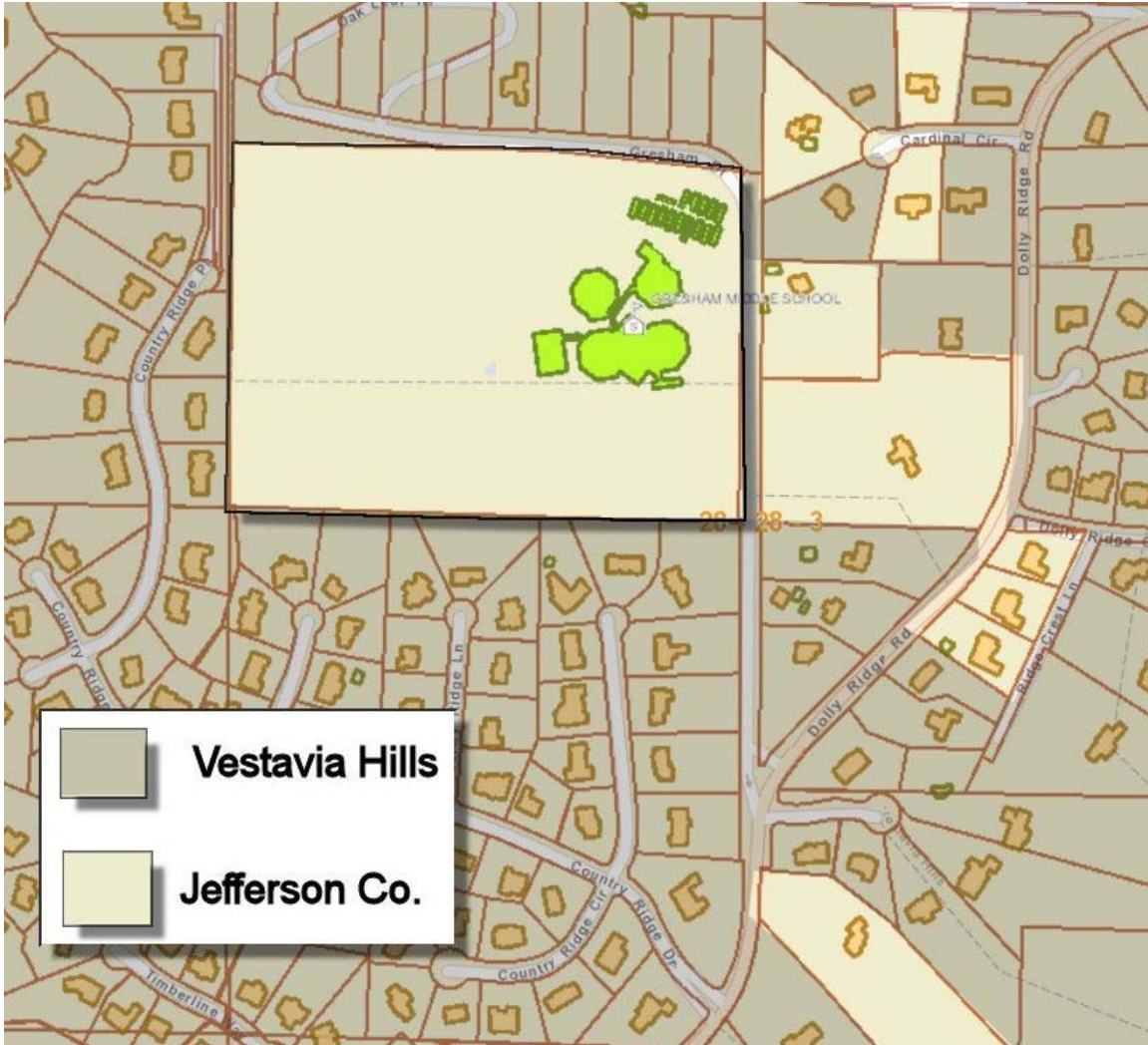
Rebecca Leavings  
City Clerk

**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 # 2765 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of May, 2018, 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 \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 5048**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 19, 2018, 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 30th day of May, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 6th day of June, 2018.

2. That on the 24th day of September, 2018, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5048 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:



3332 Misty Lane  
Jacob and Marjorie Pollard, Owner(s)

More particularly described as follows:

The South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 20, Township 18, Range 2 West,  
Described as follows: Begin 210 Feet East of the SW corner of said  $\frac{1}{2}$  of  
 $\frac{1}{4}$ ; thence North 210 feet for a point of beginning, thence North 210 feet;  
thence East 210 feet; thence South 210 feet; thence West 210 feet to the  
point of beginning.

**APPROVED and ADOPTED** this the 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## ANNEXATION DETAIL SHEET

Address: 3332 Misty Lane

Parcel ID#: 28-00-20-4-002-008.001

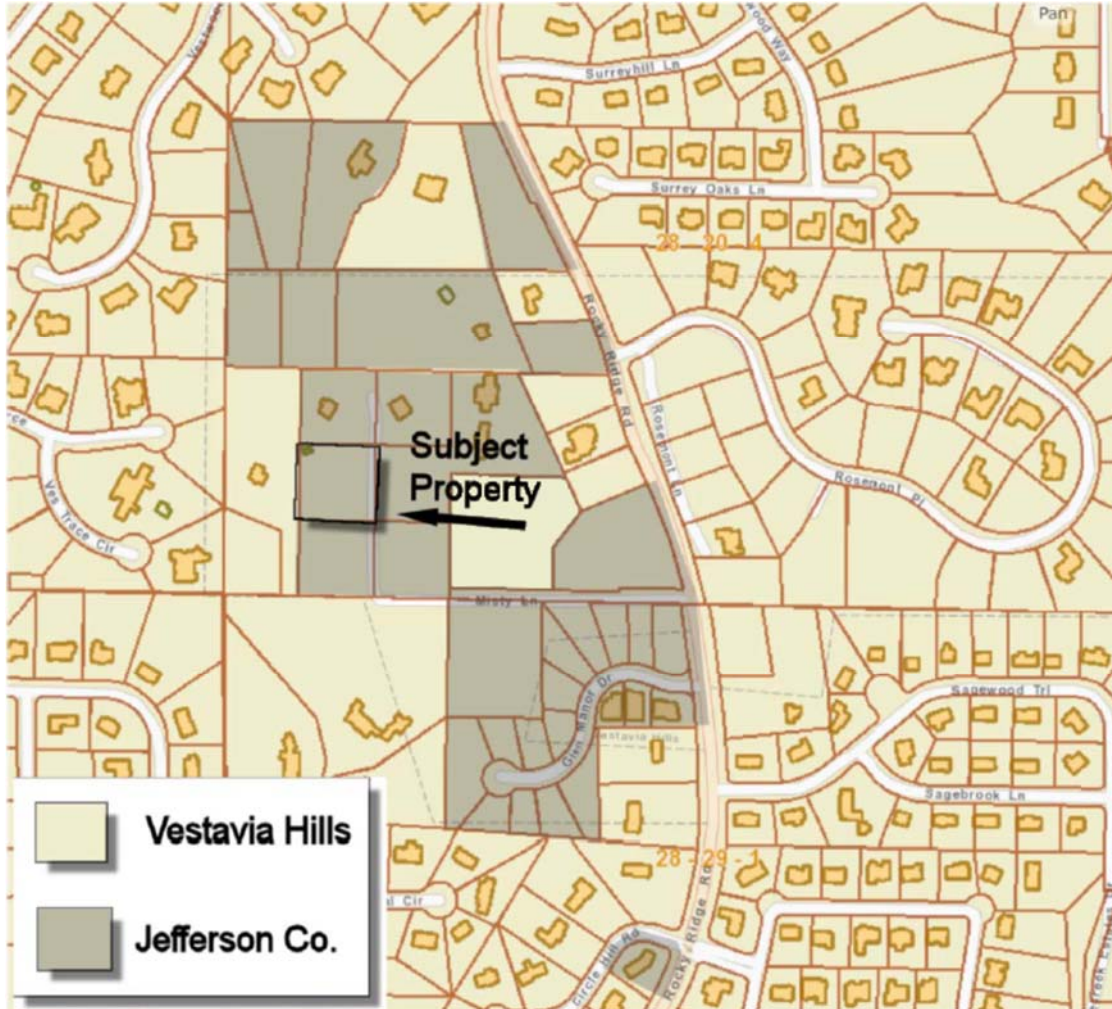
Owner(s): Jacob and Marjorie Pollard

Current Use: Vacant Property

Proposed Use: Construct one single-family residence (approx. 4,000 SF)

Google Image:





**Annexation Committee Petition Review**

Property: 3332 Misty Lane

Owners: Jacob and Marjorie Pollard

Date: 4-6-18

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 current roadway does not meet city minimum standards

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of Lot - 113,120. Meets city criteria: Yes  No

Comment: VACANT LOT, PROPOSED HOME VALUE \$150,000,000

6. This street has fewer than 100% of the individual properties within the limits of the city

Yes  No   
Number of total homes 2 Number in city 2

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: 3332 Misty Lane


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: Current Roadway does NOT meet city minimum standards.

11. Information on children: Number in family 5; Plan to enroll in VH schools Yes  No \_\_\_\_\_ Comments: children ages 5-4-1, 2 children currently enrolled in VHCS.

Other Comments: Road issue was discussed

  
George Pierce  
Chairman 4-6-18



**EXHIBIT "C"**

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

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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: 3332 Misty Lane

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**Engineering:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

*3332 Misty Lane -- concerns noted; no dedicated roadway right-of-way to access this property; existing asphalt drive is approximately 10' wide, crosses private property, and does not have adequate shoulders; there is no public accessed turnaround for garbage or fire response. This area is not on City's maintenance schedule and current roadways do not meet City's minimum standards.*

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**Police Department:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

The police department has reviewed the listed properties up for annexation; we have no reason to oppose said annexation on the law enforcement side.

3332 Misty Lane; 2764 Altadena Lake Drive; 2441 Jannebo Road; 2432 Dolly Ridge Road; 2424 Dolly Ridge Road.

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**Fire Department:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

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**PARCEL #:** 28 00 20 4 002 008.001  
**OWNER:** GREENE SHARON L  
**ADDRESS:** 4257 OLD CAHABA PARKWAY HELENA AL 35080  
**LOCATION:** 3332 MISTY LN VESTAVIA HILLS AL 35243

**18-011.0** Baths: **0.0** H/C Sqft: **0**  
 Bed Rooms: **0** Land Sch: **A114**  
 Land: **113,100** Imp: **0** Total: **113,100**  
 Acres: **0.000** Sales Info: **\$0**

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**VACANT**

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 2 OVER 65 CODE:  
 EXEMPT CODE: 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

**VALUE**

LAND VALUE 10% \$0  
 LAND VALUE 20% \$113,120  
 CURRENT USE VALUE [DEACTIVATED] \$0  
 TOTAL MARKET VALUE [APPR. VALUE: \$113,100]: \$113,120  
 Assesment Override:

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$113,100.00 BOE VALUE: 0

MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

|             | CLASS | MUNCODE | ASSD. VALUE | TAX      | EXEMPTION | TAX EXEMPTION | TOTAL TAX |
|-------------|-------|---------|-------------|----------|-----------|---------------|-----------|
| STATE       | 2     | 1       | \$22,620    | \$147.03 | \$0       | \$0.00        | \$147.03  |
| COUNTY      | 2     | 1       | \$22,620    | \$305.37 | \$0       | \$0.00        | \$305.37  |
| SCHOOL      | 2     | 1       | \$22,620    | \$185.48 | \$0       | \$0.00        | \$185.48  |
| DIST SCHOOL | 2     | 1       | \$22,620    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| CITY        | 2     | 1       | \$22,620    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| FOREST      | 2     | 1       | \$0         | \$0.00   | \$0       | \$0.00        | \$0.00    |
| SPC SCHOOL1 | 2     | 1       | \$22,620    | \$115.36 | \$0       | \$0.00        | \$115.36  |
| SPC SCHOOL2 | 2     | 1       | \$22,620    | \$380.02 | \$0       | \$0.00        | \$380.02  |

**ASSD. VALUE: \$22,620.00**

**\$1,133.26**

**GRAND TOTAL: \$1,133.26**

**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

| INSTRUMENT NUMBER          | DATE       | PAY DATE   | TAX YEAR | PAID BY         | AMOUNT     |
|----------------------------|------------|------------|----------|-----------------|------------|
| <a href="#">2018003457</a> | 1/10/2018  | 12/8/2017  | 2017     | GREENE SHARON   | \$1,133.26 |
| <a href="#">9511-1114</a>  | 10/10/1995 | 12/29/2016 | 2016     | GREENE MICKEY   | \$1,133.26 |
|                            |            | 12/21/2015 | 2015     | -               | \$1,133.26 |
|                            |            | 12/9/2014  | 2014     | -               | \$1,148.26 |
|                            |            | 12/19/2013 | 2013     | -               | \$1,148.26 |
|                            |            | 12/12/2012 | 2012     | GREENE SHARON L | \$1,148.26 |
|                            |            | 20111108   | 2011     | ***             | \$1,148.26 |
|                            |            | 20101208   | 2010     | ***             | \$1,148.26 |
|                            |            | 20091124   | 2009     | ***             | \$1,148.26 |
|                            |            | 20081217   | 2008     | ***             | \$1,148.26 |

**M.B. & J.L. Pollard**

2627 Fargo Circle  
Vestavia Hills, AL 35226

Planning and Zoning Committee Members,

My name is Jacob Pollard, my wife Marjorie and I currently live in Vestavia. We moved from Helena to Vestavia in 2013 after our daughter was born in 2012. Since then we have never given a second thought to living anywhere else. The community, public services, school system, and our friends and neighbors are the reason we have been able to set our roots here.

We now have three children; Colette, Graham, and Asher. Our daughter, Colette, is in 5K this year at VHEW. As our family has grown, we quickly realized that we need more space and began the search for land on which to build a home. We have recently closed on one acre located at 3332 Misty Lane, in Jefferson County.

We have had house plans drawn, and have septic approval from Jefferson County. Documents for both are enclosed with our Petition for annexation.

We are Vestavians. We love our land, and envision raising our children in Vestavia where our family can enjoy the outdoors and all the amenities that the City of Vestavia has to offer.

Thank you for your time in reviewing this request.

Sincerely,

Jacob and Marjorie Pollard



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2/19/2018

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.

JACOB POLLARD - (205) 965-7291 JACOB.ALABAMA@BNET.ORG  
MARGERIE POLLARD - (205) 612-9734 MARGERIE\_629@HOTMAIL.COM

**EXHIBIT "A"**

LOT: N/A

BLOCK: N/A

SURVEY: N/A

RECORDED IN MAP BOOK 28, PAGE 20-4 IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: E-2 ESTATE

COMPATIBLE CITY ZONING: R-1

LEGAL DESCRIPTION (METES AND BOUNDS):

THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 20,  
TOWNSHIP 18, RANGE 2 WEST, DESCRIBED AS  
FOLLOWS: BEGIN 210 FEET EAST OF THE SOUTHWEST  
CORNER OF SAID 1/2 OF 1/4, THENCE NORTH 210  
FEET FOR A POINT OF BEGINNING; THENCE NORTH 210  
FEET; THENCE EAST 210 FEET; THENCE SOUTH 210 FEET;  
THENCE WEST 210 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

|                          |   |
|--------------------------|---|
| <u>[Signature]</u>       | Lot <u>N/A</u> Block <u>N/A</u> Survey <u>(REVERSE FOR DESCRIPTION)</u> |
| <u>Margie B. Pollard</u> | Lot _____ Block _____ Survey _____                                      |
| _____                    | Lot _____ Block _____ Survey _____                                      |

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

STATE OF ALABAMA

Jefferson COUNTY

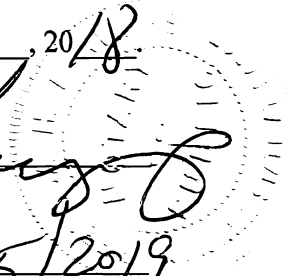
Margie + Jacob Pollard being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

[Signature]  
Signature of Certifier

Subscribed and sworn before me this the 20<sup>th</sup> day of Feb, 2018

[Signature]  
Notary Public

My commission expires: 7/15/2019



DESCRIPTION:

THE SOUTH  $\frac{1}{2}$  OF THE SE  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 18,  
RANGE 2 WEST, DESCRIBED AS FOLLOWS: BEGIN 210 FEET  
EAST OF THE SOUTHWEST CORNER OF SAID SOUTH  $\frac{1}{2}$  OF SE  $\frac{1}{4}$ ,  
THENCE NORTH 210 FEET FOR A POINT OF BEGINNING; THENCE  
NORTH 210 FEET; THENCE EAST 210 FEET; THENCE SOUTH 210 FEET;  
THENCE WEST 210 FEET TO THE POINT OF BEGINNING.

**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): MARTORIE & JACOB POLLARD

Address: 2627 FARGO CIRCLE

City: VESTAVIA State: AL Zip: 35226

**Information on Children:**

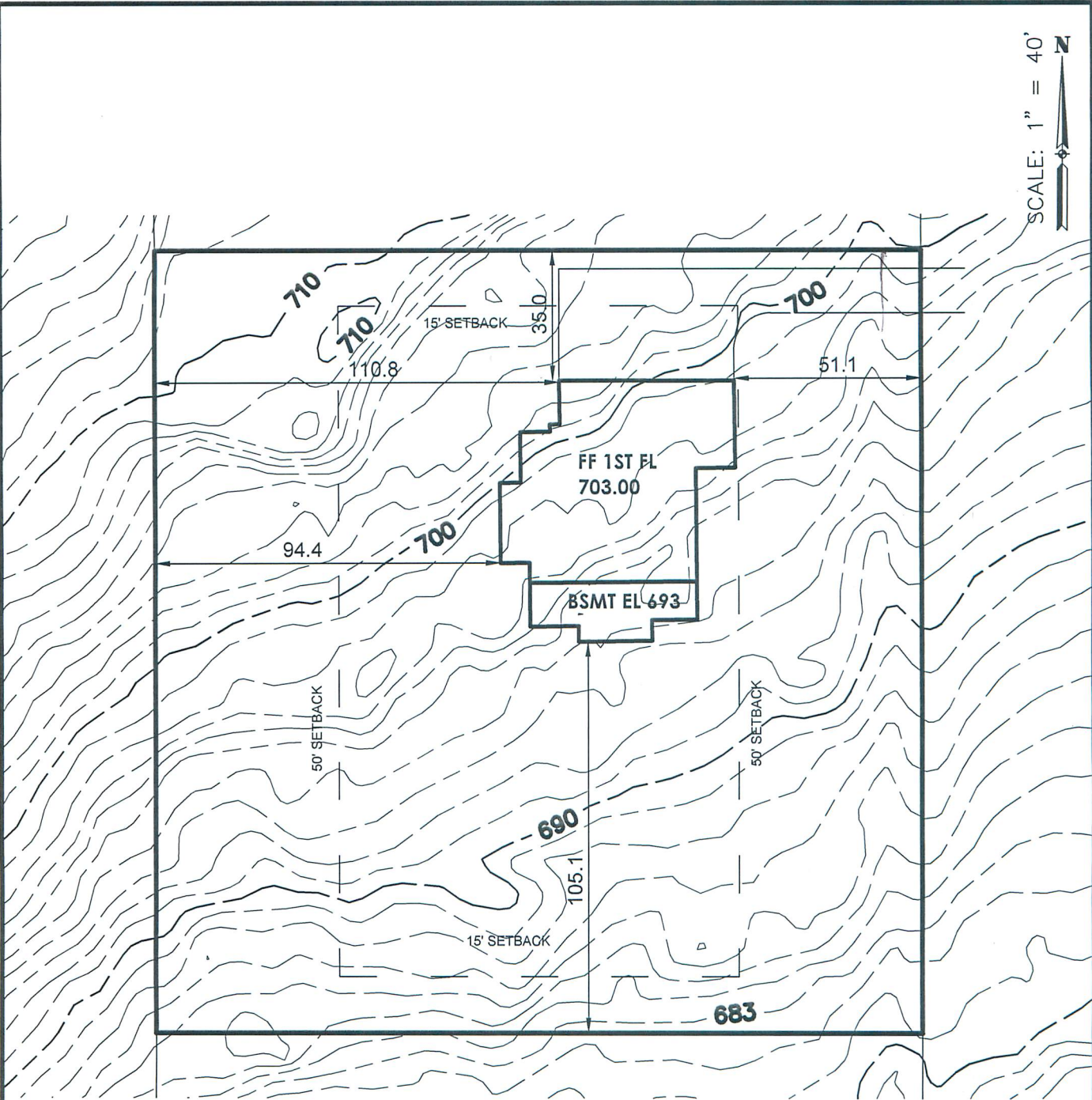
**Plan to Enroll In  
Vestavia Hills School?**

|    | Name(s)         | Age | School Grade | Yes | No |
|----|-----------------|-----|--------------|-----|----|
| 1. | COLETTE POLLARD | 5   | K-5          | ✓   |    |
| 2. | GRAHAM POLLARD  | 4   | PRE-SCHOOL   | ✓   |    |
| 3. | ASHER POLLARD   | 1   | N/A          | ✓   |    |
| 4. |                 |     |              |     |    |
| 5. |                 |     |              |     |    |
| 6. |                 |     |              |     |    |

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



SCALE: 1" = 40'



**PLOT PLAN**

3332 MISTY LANE  
 BIRMINGHAM, AL  
 DB 9511 PG 1114  
 JEFFERSON COUNTY, ALABAMA  
 PREPARED FOR: JACOB POLLARD  
 PREPARED 12/1/17 ME  
 PROJECT #66885

NOTE TO PROSPECTIVE HOME OWNER:  
 THE DRIVEWAY LOCATION SHOWN ON THIS PLOT PLAN IS  
 SUBJECT TO CHANGE TO BEST MATCH THE LOT GRADE  
 AND/OR EXISTING UTILITY APPURTENANCES.

ARRINGTON ENGINEERING AND LAND SURVEYING INC. PERFORMED NO SURVEYING, TITLE SEARCH, OR FLOOD ZONE DETERMINATION IN CONNECTION WITH THE PREPARATION OF THIS PLOT PLAN. WE MAKE NO GUARANTEE THAT THIS PROPERTY IS NOT SUBJECT TO ANY ADDITIONAL EASEMENTS, SETBACKS, RESTRICTIONS OR COVENANTS, OTHER THAN THOSE SHOWN ON THIS PLOT PLAN. THE BUILDER IS RESPONSIBLE FOR VERIFYING ALL LOT RESTRICTIONS PRIOR TO CONSTRUCTION.

APPROVED TO STAKE BY:



**ARRINGTON ENGINEERING**  
 Civil Engineers - Surveyors - Land Planners  
 Office: (205) 985-9315 Fax: (205) 985-9385  
 2032 Valleydale Road Birmingham AL 35244

**Liability Release:**

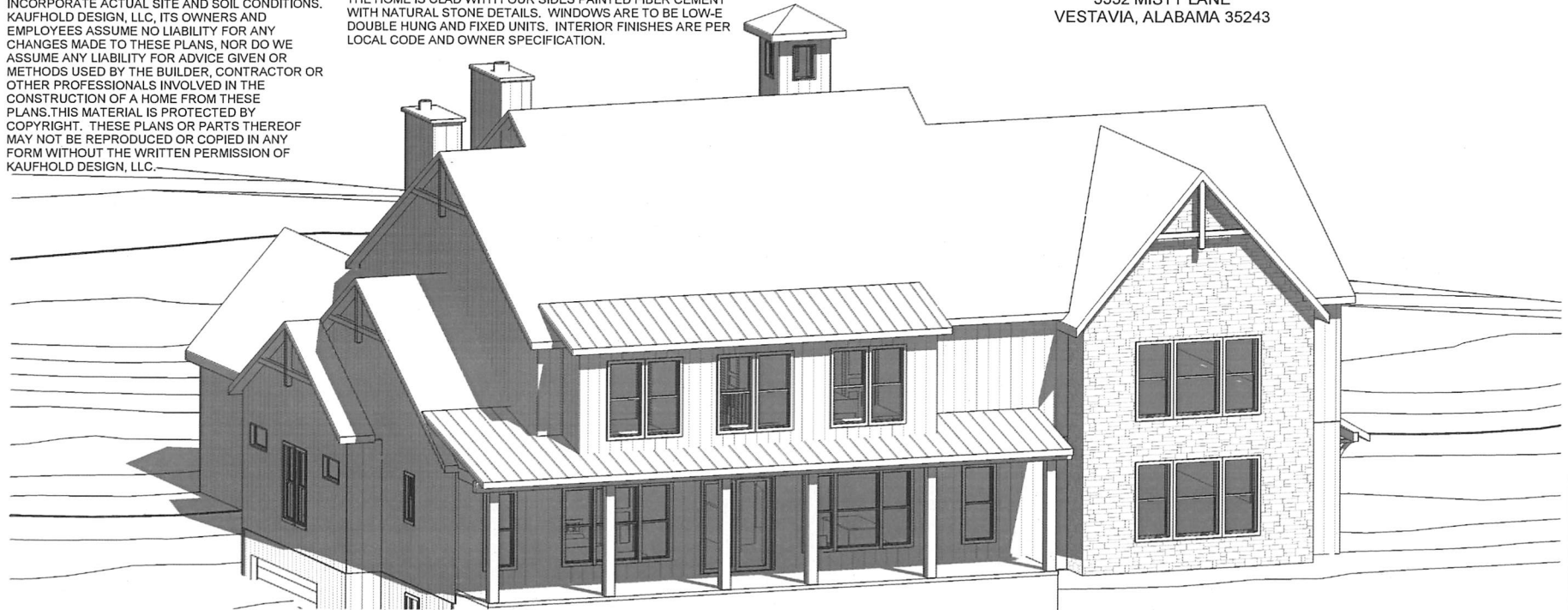
KAUFHOLD DESIGN, LLC, ITS OWNERS AND EMPLOYEES ASSUME NO LIABILITY FOR ANY HOME CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN TO PERFORM THE FOLLOWING BEFORE BEGINNING CONSTRUCTION: THE BUILDER OR CONTRACTOR MUST VERIFY THE DIMENSIONS AND ALL ASPECTS OF THE PLANS FOR COMPLIANCE WITH ALL LOCAL BUILDING CODES AND ORDINANCES WHERE THE HOUSE IS TO BE CONSTRUCTED. VERIFY ALL STRUCTURAL ELEMENTS FOR DESIGN, SIZE AND REINFORCEMENT WITH LOCAL ENGINEERING AND BUILDING OFFICIALS. PLANS INDICATE LOCATIONS ONLY; ENGINEERING ASPECTS SHOULD INCORPORATE ACTUAL SITE AND SOIL CONDITIONS. KAUFHOLD DESIGN, LLC, ITS OWNERS AND EMPLOYEES ASSUME NO LIABILITY FOR ANY CHANGES MADE TO THESE PLANS, NOR DO WE ASSUME ANY LIABILITY FOR ADVICE GIVEN OR METHODS USED BY THE BUILDER, CONTRACTOR OR OTHER PROFESSIONALS INVOLVED IN THE CONSTRUCTION OF A HOME FROM THESE PLANS. THIS MATERIAL IS PROTECTED BY COPYRIGHT. THESE PLANS OR PARTS THEREOF MAY NOT BE REPRODUCED OR COPIED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF KAUFHOLD DESIGN, LLC.

**Project Description:**

A NEW RESIDENTIAL SINGLE FAMILY DWELLING WITH THREE LEVELS MEASURING APPROXIMATELY 36' 8" IN HEIGHT. THE HEATED AND COOLED AREA OF THE BASEMENT IS 906SF, LEVEL ONE IS 2,708SF AND LEVEL TWO IS 1,440SF. THE STRUCTURE INCLUDES AN ENCLOSED 449SF TWO CAR GARAGE IN THE BASEMENT AND A 1,101SF THREE CAR GARAGE ON THE MAIN LEVEL. THE HOME HAS A COVERED FRONT PORCH AT 401SF AND A REAR PORCH MEASURING 636SF. THE PRIMARY STRUCTURE IS WOOD FRAME CONSTRUCTION ON CONCRETE SLAB AND CRAWL SPACE. ALL BEARING ELEMENTS REST UPON CONCRETE FOOTINGS, CMU STEM WALL, HAUNCH OR THICKEED SLAB. THIS PLAN INCLUDES DECORATIVE AND STRUCTURAL WOOD COLUMNS AND A 30 YEAR SHINGLE ROOF. THE HOME IS CLAD WITH FOUR SIDES PAINTED FIBER CEMENT WITH NATURAL STONE DETAILS. WINDOWS ARE TO BE LOW-E DOUBLE HUNG AND FIXED UNITS. INTERIOR FINISHES ARE PER LOCAL CODE AND OWNER SPECIFICATION.

# THE POLLARD HOME

3332 MISTY LANE  
VESTAVIA, ALABAMA 35243



**Kaufhold Design**

Kaufholddesign@gmail.com

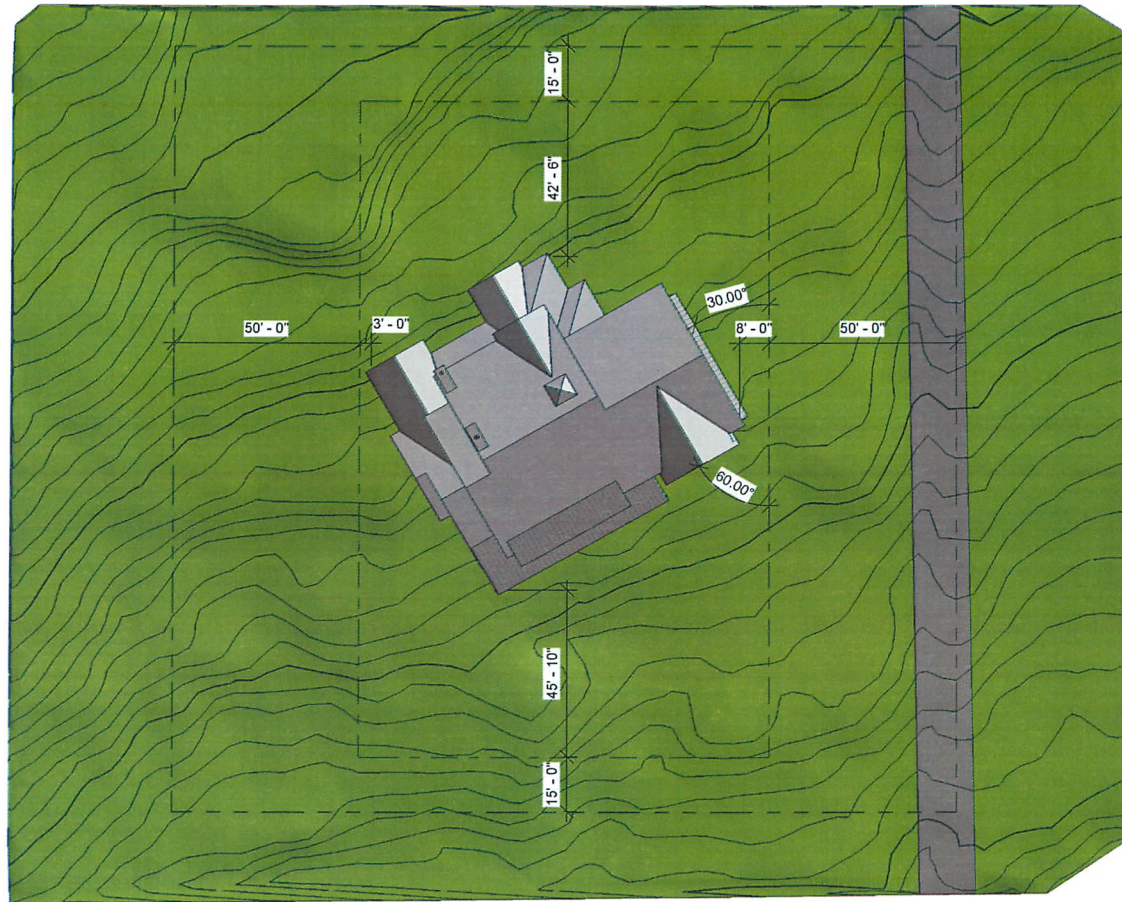
**The Pollard Residence**  
**Jacob & Marjorie Pollard**

| No. | Description | Date |
|-----|-------------|------|
|     |             |      |
|     |             |      |
|     |             |      |
|     |             |      |
|     |             |      |

**TITLE PAGE**

|                |                |                      |
|----------------|----------------|----------------------|
| Project number | 2018-1006      | <b>A1</b>            |
| Date           | FEBRUARY 2018  |                      |
| Drawn by       | MICAH KAUFHOLD | Scale 1 1/2" = 1'-0" |
| Checked by     | THE POLLARDS   |                      |





① Site  
1" = 30'-0"

Kaufhold Design

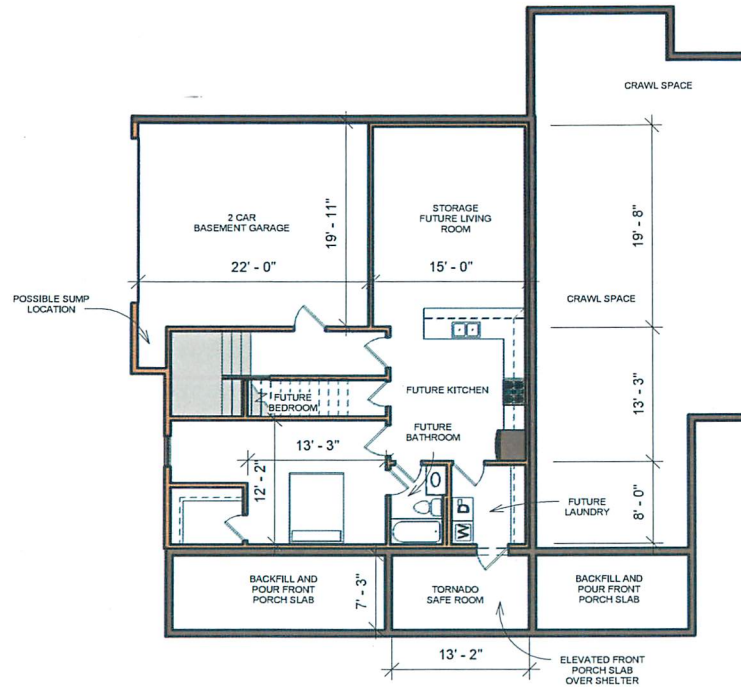
Kaufholddesign@gmail.com

The Pollard Residence  
Jacob & Marjorie Pollard

| No. | Description | Date |
|-----|-------------|------|
|     |             |      |
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SITE PLAN

|                |               |                    |
|----------------|---------------|--------------------|
| Project number | 2018-1006     | <b>A2</b>          |
| Date           | FEBRUARY 2018 |                    |
| Drawn by       | MICAHKAUFHOLD | Scale As indicated |
| Checked by     | THE POLLARDS  |                    |



1 BASEMENT LEVEL  
3/32" = 1'-0"

Kaufhold Design

Kaufholddesign@gmail.com

The Pollard Residence  
Jacob & Marjorie Pollard

| No. | Description | Date |
|-----|-------------|------|
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BASEMENT LEVEL

|                |                |               |
|----------------|----------------|---------------|
| Project number | 2018-1006      | <b>A3</b>     |
| Date           | FEBRUARY 2018  |               |
| Drawn by       | MICAH KAUFHOLD |               |
| Checked by     | THE POLLARDS   |               |
| Scale          |                | 3/32" = 1'-0" |





Kaufhold Design  
 kaufholddesign@gmail.com

The Pollard Residence  
 Jacob & Marjorie Pollard

| No. | Description | Date |
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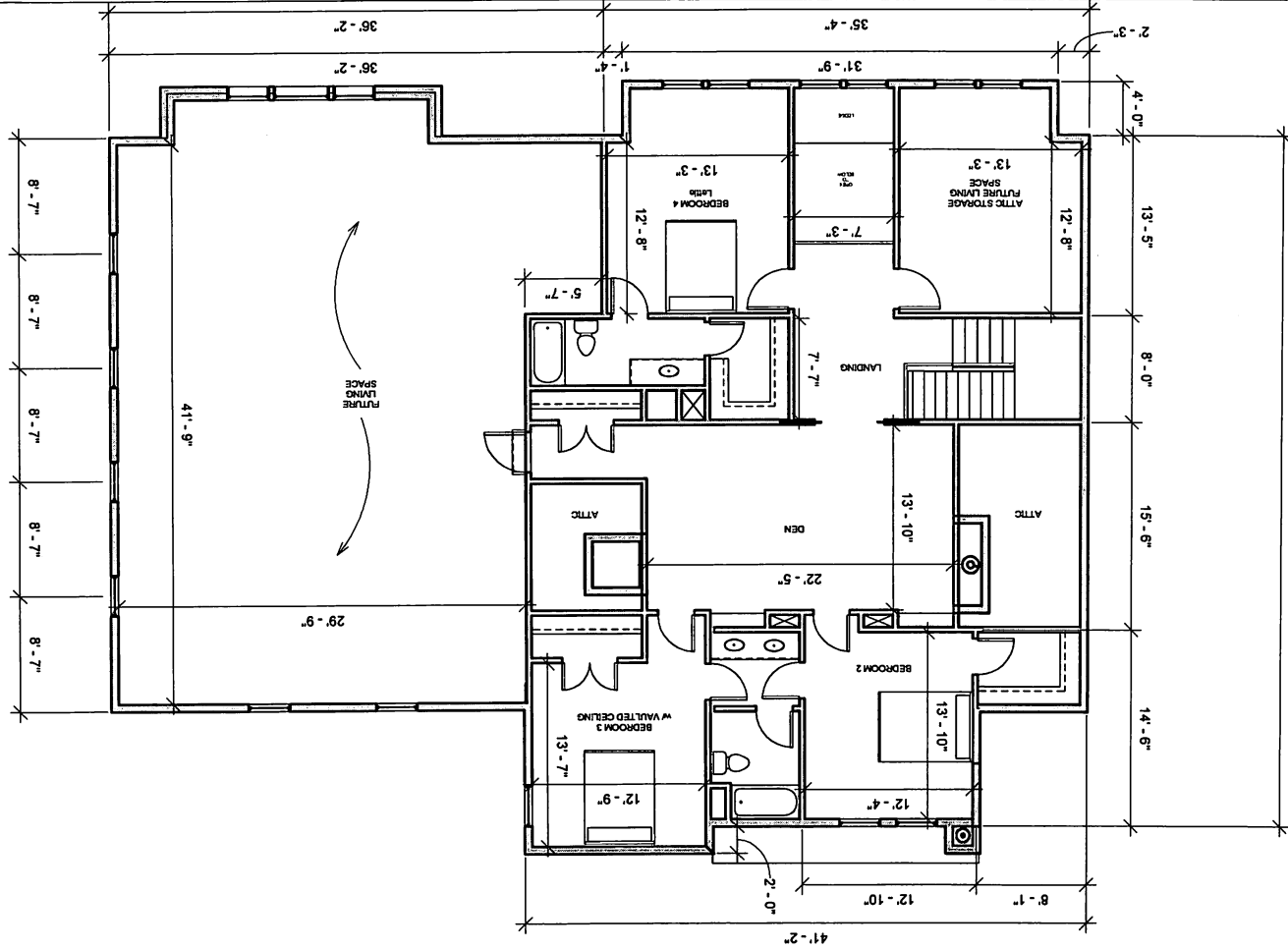
SECOND LEVEL

A6

Scale 1/8" = 1'-0"

Checked by THE POLLARDS  
 Drawn by MICAH KAUFHOLD  
 Date FEBRUARY 2018  
 Project number 2018-1006

2/18/2018 7:46:01 PM





① FRONT-SOUTH  
3/32" = 1'-0"



② BACK-REAR-NOTRTH  
3/32" = 1'-0"

Kaufhold Design

Kaufholddesign@gmail.com

The Pollard Residence  
Jacob & Marjorie Pollard

| No. | Description | Date |
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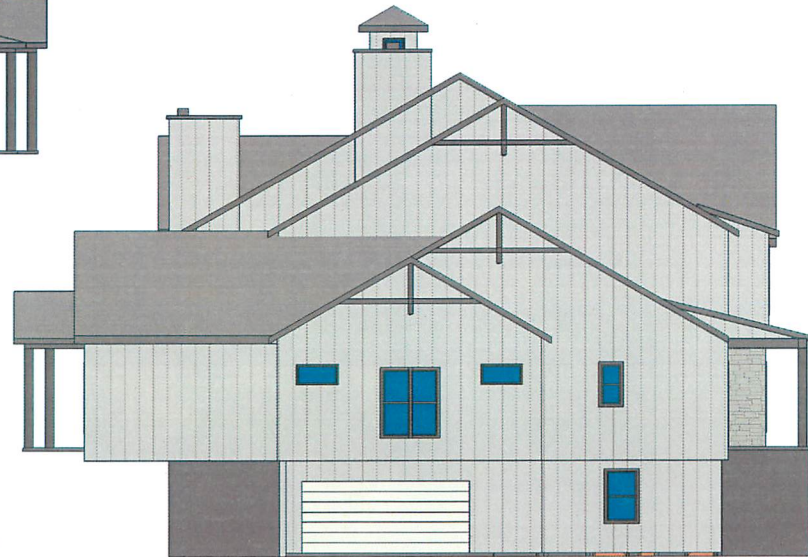
ELEVATIONS

|                |                |               |
|----------------|----------------|---------------|
| Project number | 2018-1006      | <b>A10</b>    |
| Date           | FEBRUARY 2018  |               |
| Drawn by       | MICAH KAUFHOLD |               |
| Checked by     | HARRIS DOYLE   |               |
| Scale          |                | 3/32" = 1'-0" |





① SIDE-RIGHT-EAST  
3/32" = 1'-0"



② SIDE-LEFT-WEST  
3/32" = 1'-0"

Kaufhold Design

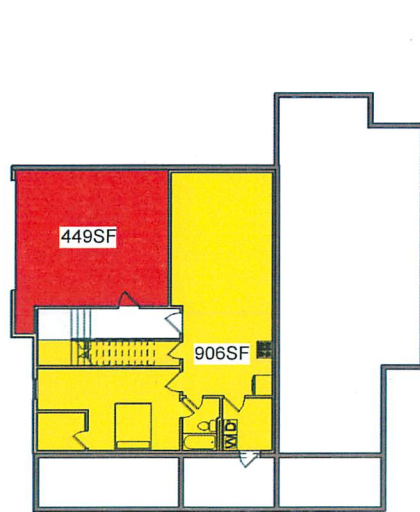
Kaufholddesign@gmail.com

The Pollard Residence  
Jacob & Marjorie Pollard

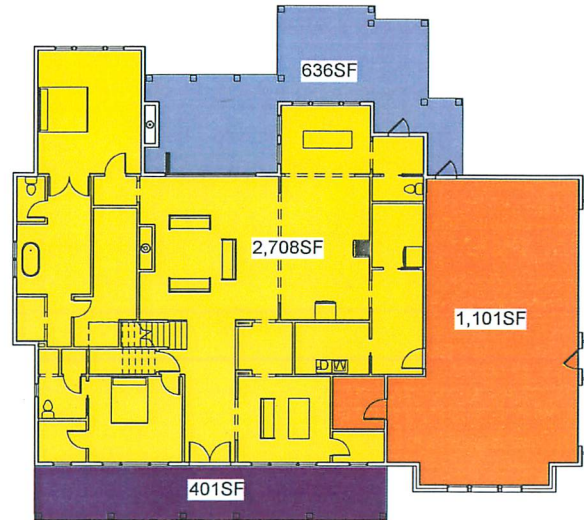
| No. | Description | Date |
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**ELEVATIONS**

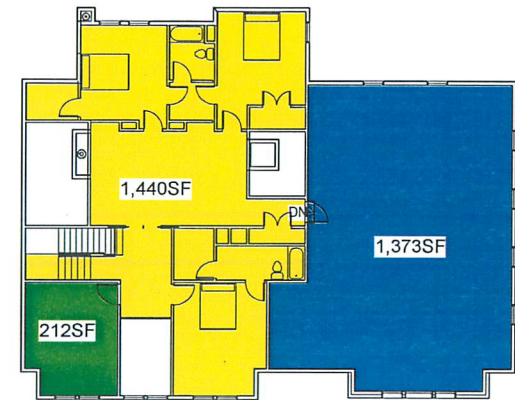
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|----------------|----------------|---------------|
| Project number | 2018-1006      | <b>A11</b>    |
| Date           | FEBRUARY 2018  |               |
| Drawn by       | MICAH KAUFHOLD |               |
| Checked by     | HARRIS DOYLE   |               |
| Scale          |                | 3/32" = 1'-0" |



① BASEMENT LEVEL SQUARE FOOTAGES  
1/16" = 1'-0"



② LEVEL 1 SQUARE FOOTAGES  
1/16" = 1'-0"



③ LEVEL 2 SQUARE FOOTAGES  
1/16" = 1'-0"

Kaufhold Design

Kaufholddesign@gmail.com

The Pollard Residence  
Jacob & Marjorie Pollard

| No. | Description | Date |
|-----|-------------|------|
|     |             |      |
|     |             |      |
|     |             |      |
|     |             |      |

SQUARE FOOTAGES

Project number 2018-1006  
Date FEBRUARY 2018  
Drawn by Author  
Checked by Checker

A22

Scale 1/16" = 1'-0"

**ORDINANCE NUMBER 2759**

**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 Jacob and Marjorie Pollard dated February 19, 2018, 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:

3332 Misty Lane  
Jacob and Marjorie Pollard

More particularly described as follows:

The South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 20, Township 18, Range 2 West,  
Described as follows: Begin 210 Feet East of the SW corner of said  $\frac{1}{2}$  of  $\frac{1}{4}$ ; thence North 210 feet for a point of beginning, thence North 210 feet;



thence East 210 feet; thence South 210 feet; thence West 210 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 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

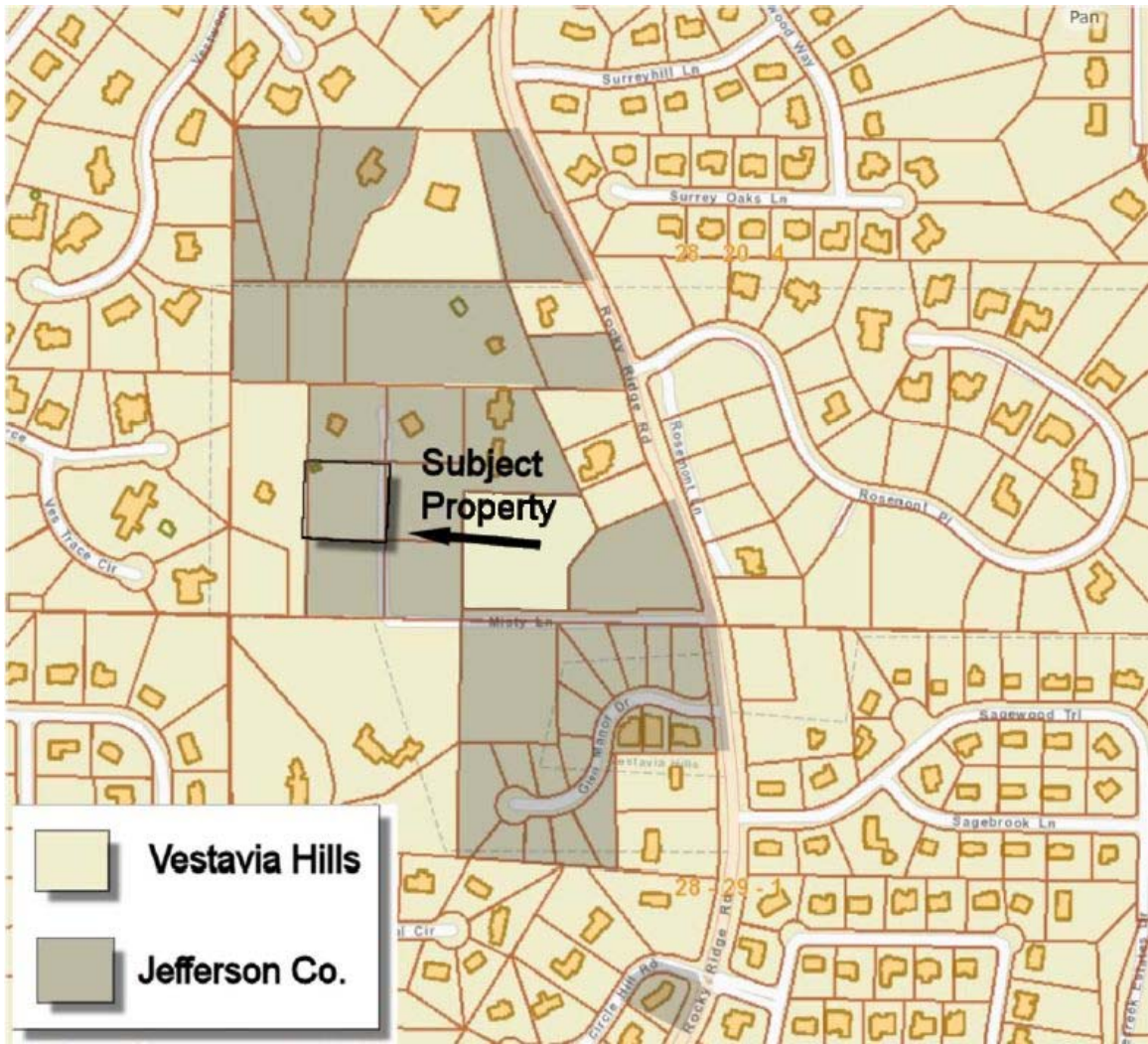
Rebecca Leavings  
City Clerk

**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 # 2759 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 30th day of May, 2018, 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 \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



**RESOLUTION NUMBER 5044**

**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 November 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 30th day of May, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 6th day of June, 2018.

2. That on the 24th day of September, 2018, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5044 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:

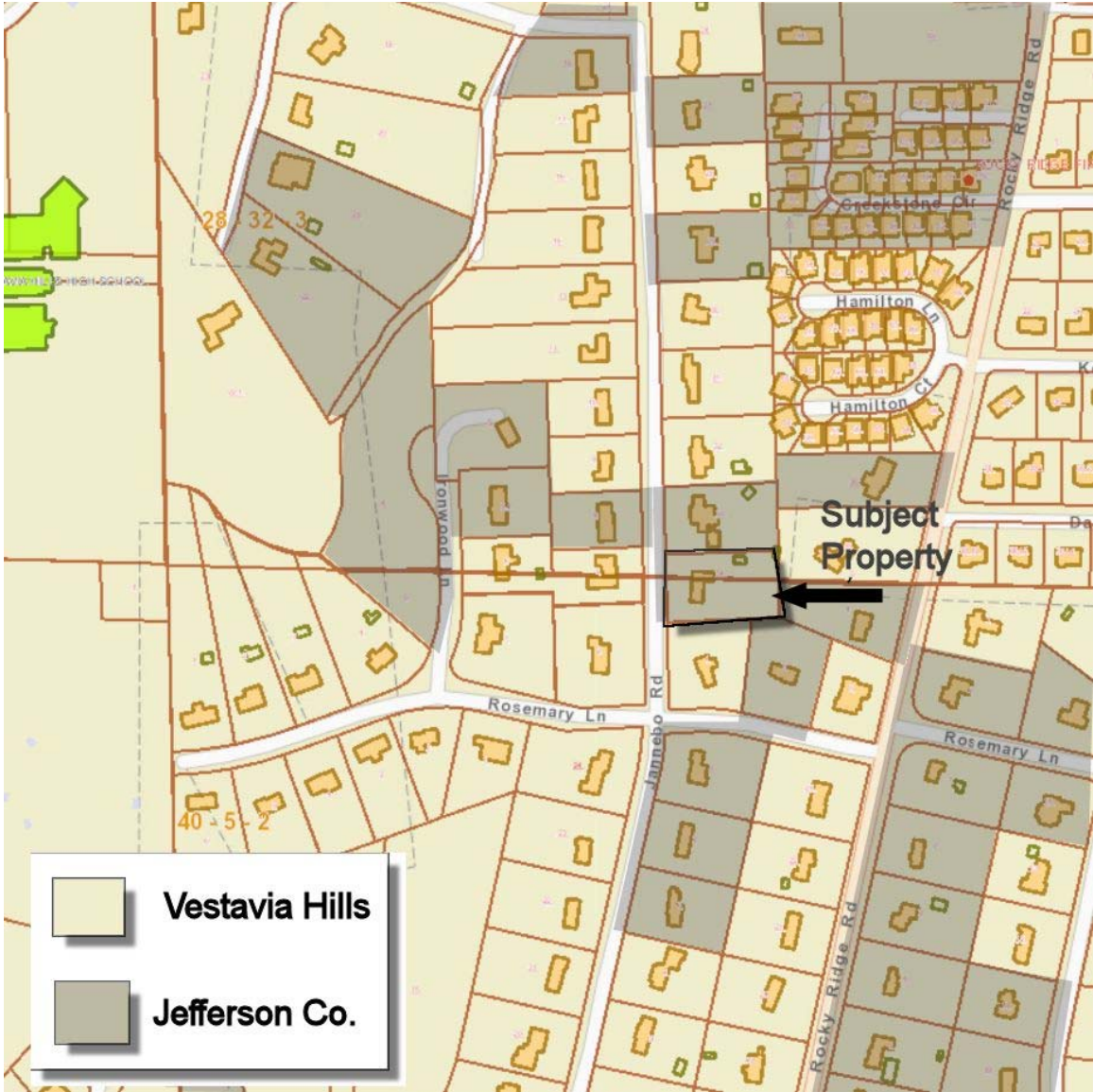
2441 Jannebo Road  
Lot 116, Buckhead, 4th Sector  
Richard and Samantha Wheeler, Owner(s)

**APPROVED and ADOPTED** this the 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





**ANNEXATION DETAIL SHEET**

Address: 2441 Jannebo Road  
Parcel ID#: 28-00-32-3-002-034.000  
Owner(s): Richard and Samatha Wheeler  
Current Use: One Single-Family home  
Proposed Use: same  
Google Image:



**Annexation Committee Petition Review**

Property: 2441 Jannebo Road

Owners: Richard & Samantha Wheeler

Date: 4-6-18

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 ROADWAY IS NARROW BUT IN GOOD CONDITION.

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 203,400. Meets city criteria: Yes  No   
Comment: CITY CRITERIA TO BE DISCUSSED

6. This street has fewer than 100% of the individual properties within the limits of the city  
Yes  No   
Number of total homes 10 Number in city ~~10~~ 6

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: 2441 Jannebo 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 3; Plan to enroll in VH schools Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

  
George Pierce  
Chairman 4-6-18



**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 your comments to the City Clerk as soon as is reasonably possible.

Location: 2441 Jannebo Road

---

**Engineering:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2441 Jannebo Road** -- no significant concerns noted; roadway is narrow but in generally good condition and is already on City's maintenance schedule.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Police Department:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

The police department has reviewed the listed properties up for annexation; we have no reason to oppose said annexation on the law enforcement side.  
3332 Misty Lane; 2764 Altadena Lake Drive; 2441 Jannebo Road; 2432 Dolly Ridge Road; 2424 Dolly Ridge Road.

---

**Fire Department:** Date: 3/15/18 Initials: CEV

Comments: NP  
\_\_\_\_\_  
\_\_\_\_\_

---

**PARCEL #:** 28 00 32 3 002 034.000  
**OWNER:** WHEELER RICHARD M. & SAMANTHA H.  
**ADDRESS:** 2441 JANNEBO RD BIRMINGHAM AL 35216  
**LOCATION:** 2441 JANNEBO RD BHAM AL 35216

[ 111-D+ ] Baths: 2.0 H/C Sqft: 1,502  
 18-015.0 Bed Rooms: 3 Land Sch: L1  
 Land: 123,100 Imp: 80,300 Total: 203,400  
 Acres: 0.000 Sales Info: 12/19/2014  
**\$196,500**

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 2016  
 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: \$194,700.00 BOE VALUE: 0

**VALUE**

LAND VALUE 10% \$123,100  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 UTILITY WOOD H 26WDHOM \$700  
 BLDG 001 111 \$79,600  
 TOTAL MARKET VALUE [APPR. VALUE: \$203,400]: \$203,400  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

|             | CLASS | MUNCODE | ASSD. VALUE | TAX      | EXEMPTION | TAX EXEMPTION | TOTAL TAX |
|-------------|-------|---------|-------------|----------|-----------|---------------|-----------|
| STATE       | 3     | 2       | \$20,340    | \$132.21 | \$4,000   | \$26.00       | \$106.21  |
| COUNTY      | 3     | 2       | \$20,340    | \$274.59 | \$2,000   | \$27.00       | \$247.59  |
| SCHOOL      | 3     | 2       | \$20,340    | \$166.79 | \$0       | \$0.00        | \$166.79  |
| DIST SCHOOL | 3     | 2       | \$20,340    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| CITY        | 3     | 2       | \$20,340    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| FOREST      | 3     | 2       | \$0         | \$0.00   | \$0       | \$0.00        | \$0.00    |
| SPC SCHOOL1 | 3     | 2       | \$20,340    | \$103.73 | \$0       | \$0.00        | \$103.73  |
| SPC SCHOOL2 | 3     | 2       | \$20,340    | \$341.71 | \$0       | \$0.00        | \$341.71  |

TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$20,340.00**

**\$1,019.03**

**GRAND TOTAL: \$971.03**

**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

| INSTRUMENT NUMBER           | DATE       | PAY DATE   | TAX YEAR | PAID BY                              | AMOUNT   |
|-----------------------------|------------|------------|----------|--------------------------------------|----------|
| <a href="#">201419-5142</a> | 12/19/2014 | 1/12/2018  | 2017     | CORELOGIC                            | \$971.03 |
| <a href="#">201419 5142</a> | 12/19/2014 | 12/31/2016 | 2016     | FRANKLIN AMERICAN MORTGAGE COMPANY   | \$927.95 |
| <a href="#">200508-6949</a> | 06/09/2005 | 12/29/2015 | 2015     | CORELOGIC                            | \$927.95 |
| <a href="#">5335-356</a>    | 12/21/1951 | 11/13/2014 | 2014     | RUBY TAYLOR'S LENTS RVOC LIVING TRST | \$959.01 |
|                             |            | 12/21/2013 | 2013     | RUBY LENTS                           | \$919.93 |

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 11/17/17

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: 034.000

BLOCK: 002

SURVEY: Lot 116 Buckhead 4<sup>th</sup> Sector

RECORDED IN MAP BOOK 37, PAGE 99 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

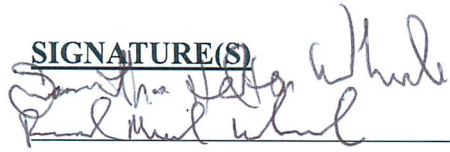
COUNTY ZONING: E2

COMPATIBLE CITY ZONING: Vestavia R-1

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 116 BUCKHEAD 4<sup>th</sup> SECTOR

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>  |
|---|---|
|  | Lot <u>034</u> Block <u>002</u> Survey <u>Lot 116 Buckhead 4th Sector</u> |
| _____   | Lot _____ Block _____ Survey _____  |
| _____   | Lot _____ Block _____ Survey _____  |

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

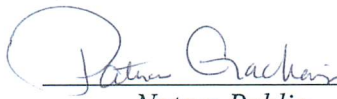
STATE OF ALABAMA

Jefferson COUNTY

Richard Michael Wheeler 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 of Certifier

Subscribed and sworn before me this the 20<sup>th</sup> day of November, 2017.

  
Notary Public

My commission expires: 9/15/2021



**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): Richard Michael and Samantha Wheeler

Address: 2441 Jannebo Road

City: Birmingham State: AL Zip: 35216

**Information on Children:**

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

|    | Name(s)      | Age       | School Grade | Yes                                 | No                       |
|----|--------------|-----------|--------------|-------------------------------------|--------------------------|
| 1. | Emma Wheeler | 16 months |              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. |              |           |              | <input type="checkbox"/>            | <input type="checkbox"/> |
| 3. |              |           |              | <input type="checkbox"/>            | <input type="checkbox"/> |
| 4. |              |           |              | <input type="checkbox"/>            | <input type="checkbox"/> |
| 5. |              |           |              | <input type="checkbox"/>            | <input type="checkbox"/> |
| 6. |              |           |              | <input type="checkbox"/>            | <input type="checkbox"/> |

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

**ORDINANCE NUMBER 2760**

**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 Richard and Samantha Wheeler dated November 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:

2441 Jannebo Road  
Lot 116, Buckhead, 4th Sector  
Richard and Samantha Wheeler

**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 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

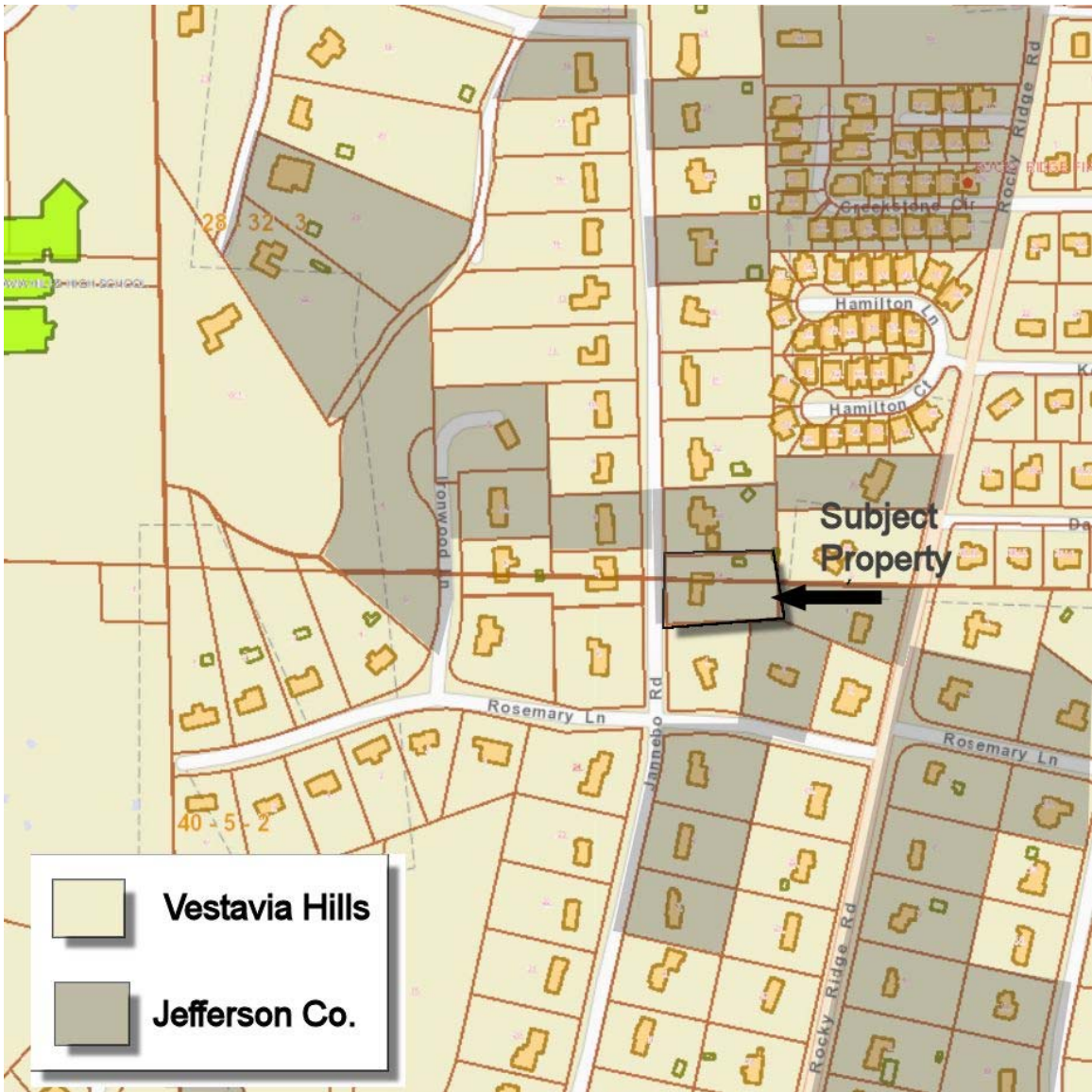
**CERTIFICATION:**

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 # 2760 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 30th day of May, 2018, 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 \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk





**RESOLUTION NUMBER 5045**

**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 November 28, 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 30th day of May, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 6th day of June, 2018.

2. That on the 24th day of September, 2018, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5045 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:

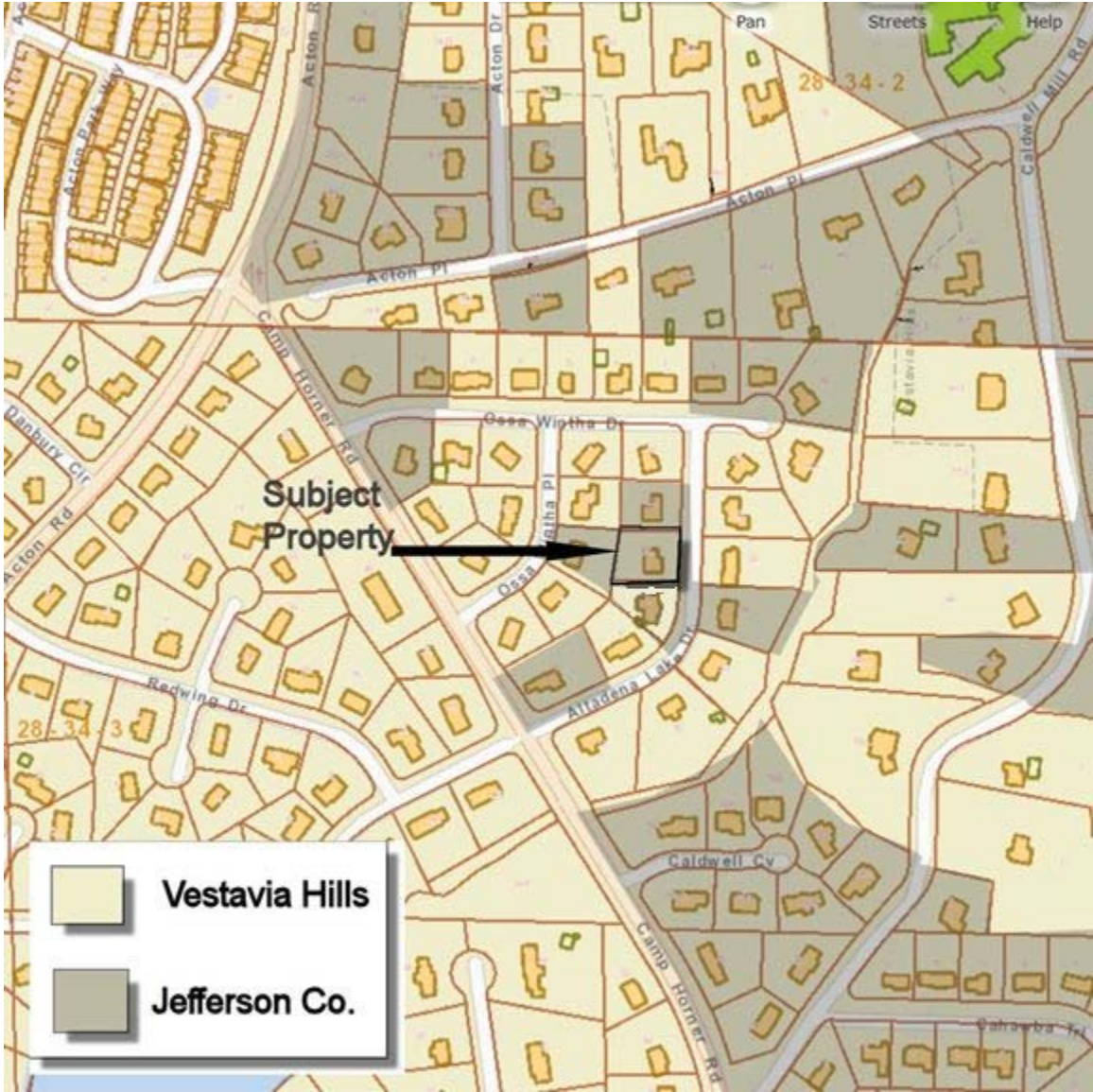
2764 Altadena Lake Drive  
Lot 4, Block 5, First Add., Altadena Valley, 4th Sector  
Murray and Kelly Statham, Owner(s)

**APPROVED and ADOPTED** this the 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





## ANNEXATION DETAIL SHEET

Address: 2764 Altadena Lake Drive

Parcel ID#: 28-00-34-3-007-010.000

Owner(s): Murray & Kelly Statham

Current Use: One Single-Family home

Proposed Use: same

Google Image:



**Annexation Committee Petition Review**

Property: 2764 Altadena Lake Drive

Owners: Murray & Kelly Statham

Date: 4-6-18

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 ROADWAY IS IN  
Fair to poor condition
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 234,000. Meets city criteria: Yes  No   
 Comment: city criteria to be discussed
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes 6 Number in city 2
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: 2764 Altadena Lake Drive


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: roadway is in FAIR  
TV poor condition

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes \_\_\_\_\_ No  Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
George Pierce  
Chairman      4-6-18

**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 your comments to the City Clerk as soon as is reasonably possible.

Location: 2764 Altadena Lake Drive

---

**Engineering:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**2764 Altadena Lake Drive** -- no concerns noted; roadway is in fair to poor condition and will be evaluated to add to City's maintenance schedule.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Police Department:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

The police department has reviewed the listed properties up for annexation; we have no reason to oppose said annexation on the law enforcement side.

3332 Misty Lane; 2764 Altadena Lake Drive; 2441 Jannebo Road; 2432 Dolly Ridge Road; 2424 Dolly Ridge Road.

---

**Fire Department:** Date: 3/15/18 Initials: CV

Comments: NP  
\_\_\_\_\_  
\_\_\_\_\_

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**PARCEL #:** 28 00 34 3 007 010.000  
**OWNER:** STATHAM STEPHEN M JR  
**ADDRESS:** 2764 ALTADENA LAKE DR VESTAVIA AL 35243-3005  
**LOCATION:** 2764 ALTADENA LAKE DR BHAM AL 35243

[ 111-B- ] Baths: 2.0 H/C Sqft: 1,974  
 18-036.0 Bed Rooms: 3 Land Sch: L1  
 Land: 65,300 Imp: 148,700 Total: 214,000  
 Acres: 0.000 Sales Info: 09/01/2011  
**\$214,900**

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE:  
 EXEMPT CODE: 2-2 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

**VALUE**

LAND VALUE 10% \$65,340  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 BLDG 001 111 \$148,700

CLASS USE:  
 FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$214,000.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$214,000]: \$214,040  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

|             | CLASS | MUNCODE | ASSD. VALUE | TAX      | EXEMPTION | TAX EXEMPTION | TOTAL TAX |
|-------------|-------|---------|-------------|----------|-----------|---------------|-----------|
| STATE       | 3     | 2       | \$21,400    | \$139.10 | \$4,000   | \$26.00       | \$113.10  |
| COUNTY      | 3     | 2       | \$21,400    | \$288.90 | \$2,000   | \$27.00       | \$261.90  |
| SCHOOL      | 3     | 2       | \$21,400    | \$175.48 | \$0       | \$0.00        | \$175.48  |
| DIST SCHOOL | 3     | 2       | \$21,400    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| CITY        | 3     | 2       | \$21,400    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| FOREST      | 3     | 2       | \$0         | \$0.00   | \$0       | \$0.00        | \$0.00    |
| SPC SCHOOL1 | 3     | 2       | \$21,400    | \$109.14 | \$0       | \$0.00        | \$109.14  |
| SPC SCHOOL2 | 3     | 2       | \$21,400    | \$359.52 | \$0       | \$0.00        | \$359.52  |

TOTAL FEE & INTEREST: (Detail) \$5.00

**ASSD. VALUE: \$21,400.00**

**\$1,072.14**

**GRAND TOTAL: \$1,024.14**

**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

| INSTRUMENT NUMBER           | DATE       | PAY DATE   | TAX YEAR | PAID BY        | AMOUNT     |
|-----------------------------|------------|------------|----------|----------------|------------|
| <a href="#">201108-9036</a> | 09/09/2011 | 11/17/2017 | 2017     | CORE LOGIC INC | \$1,024.14 |
| <a href="#">385-366</a>     | 12/16/1967 | 11/21/2016 | 2016     | CORELOGIC      | \$1,024.14 |
|                             |            | 12/1/2015  | 2015     | CORELOGIC INC  | \$1,024.14 |
|                             |            | 12/2/2014  | 2014     | CORELOGIC INC  | \$949.99   |
|                             |            | 11/19/2013 | 2013     | CORELOGIC INC  | \$1,406.79 |
|                             |            | 11/21/2012 | 2012     | CORELOGIC INC  | \$1,000.09 |
|                             |            | 20111021   | 2011     | ***            | \$2,138.24 |

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: November 28<sup>th</sup>, 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.

CAR TAG #'s

(A) WDB112

(B) VSM208

EXHIBIT "A"

LOT: 4

BLOCK: 5

SURVEY: First Addition, Altadena Valley, Fifth sector

RECORDED IN MAP BOOK 79, PAGE 8 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: Birmingham

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 4 Blk 5 1<sup>st</sup> Addl Altadena Valley 5<sup>th</sup> Sector

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

|                              |   |
|------------------------------|---|
| <u>S. Murray Statham Jr.</u> | Lot <u>4</u> Block <u>5</u> Survey <u>First Addition, Altadena Valley, Fifth Sector</u> |
| <u>Kelly C. Statham</u>      | Lot <u>4</u> Block <u>5</u> Survey <u>First Addition, Altadena Valley, Fifth Sector</u> |
| _____                        | Lot _____ Block _____ Survey _____  |

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

STATE OF ALABAMA

Jefferson COUNTY

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

S. Murray Statham Jr.  
Signature of Certifier

Subscribed and sworn before me this the 28 day of November, 2017.

[Signature]  
Notary Public  
My commission expires: MY COMMISSION EXPIRES MARCH 2, 2021





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): Stephen Murray Statham Jr and Kelly Coleman Statham  
*(previously Catherine Kelly Coleman)*

Address: 2764 Altadena Lake Drive

City: Birmingham State: AL Zip: 35243

**Information on Children:**

*No children yet.*

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": \_\_\_\_\_

**ORDINANCE NUMBER 2761**

**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 Murray and Kelly Statham dated November 28, 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:

2764 Altadena Lake Drive  
Lot 4, Block 5, First Add., Altadena Valley, 4th Sector  
Murray and Kelly Statham

**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 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

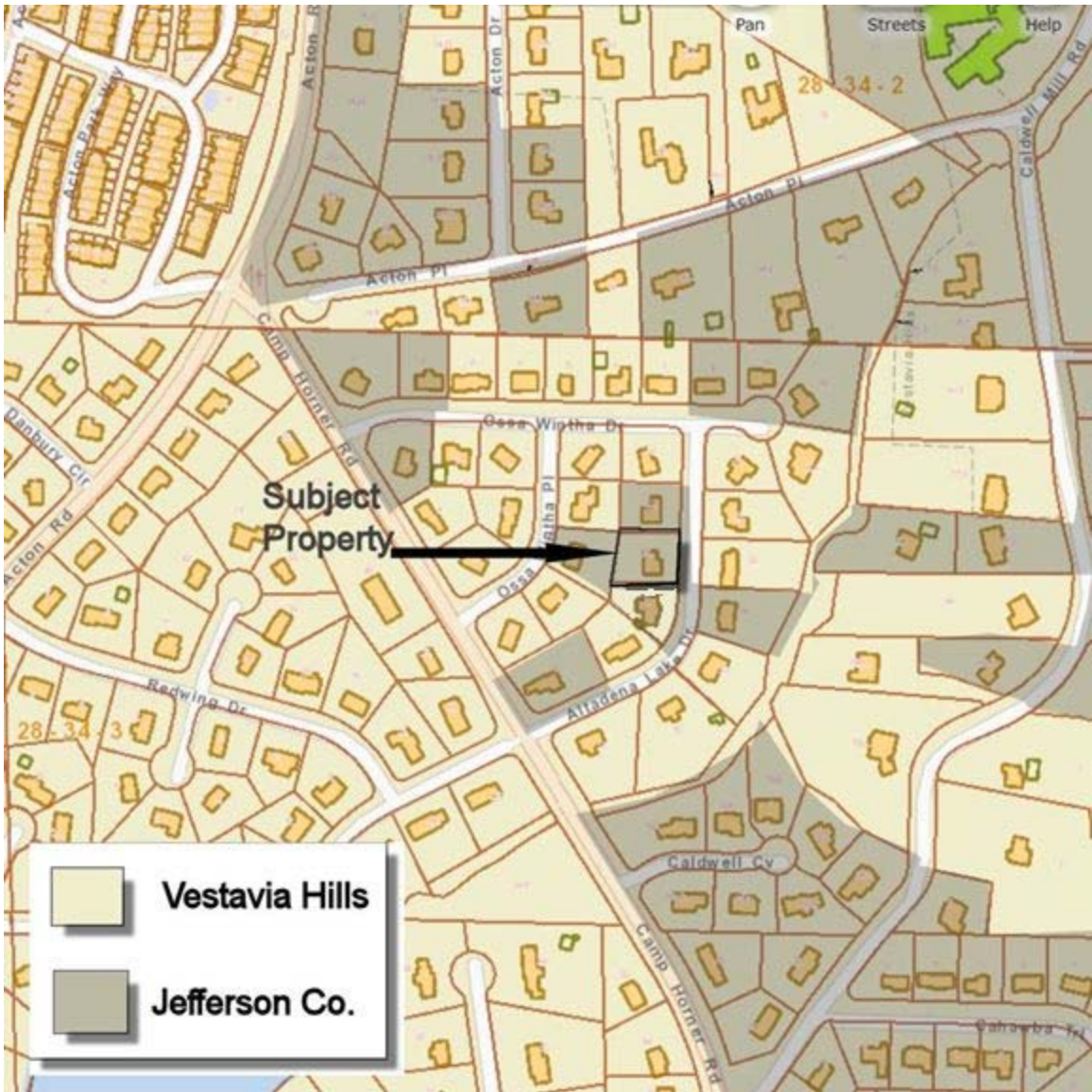
Rebecca Leavings  
City Clerk

**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 # 2761 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 30th day of May, 2018, 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 \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk





**RESOLUTION NUMBER 5046**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 1, 2018, 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 30th day of May, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 6th day of June, 2018.

2. That on the 10th day of September, 2018, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5046 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:

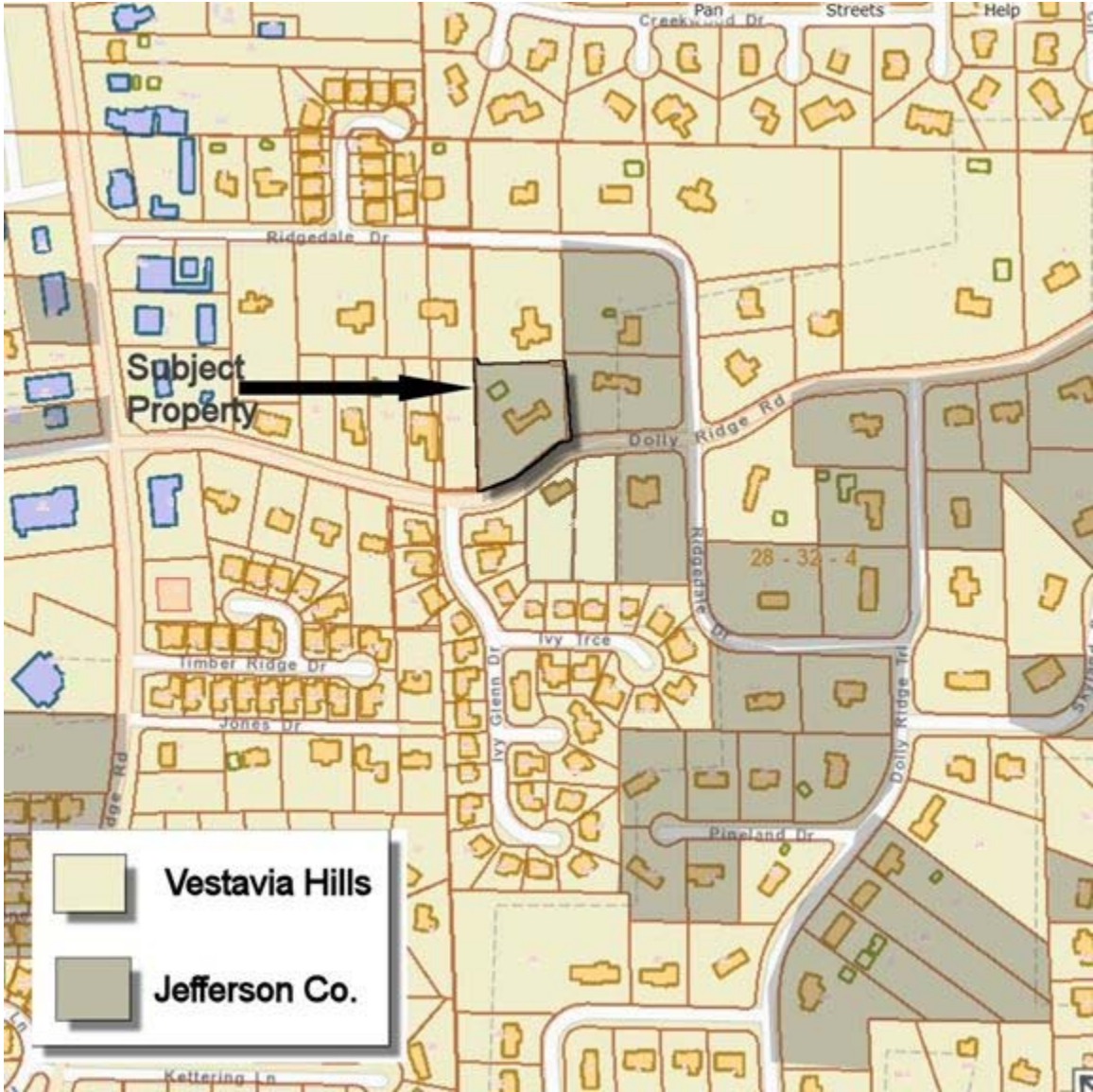
2424 Dolly Ridge Road  
Lot 15, Rocky Ridge Estates  
Jim Thornton Construction, Owner(s)

**APPROVED and ADOPTED** this the 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



## **ANNEXATION DETAIL SHEET**

Address: 2424 Dolly Ridge Road

Parcel ID#: 28-32-4-003-003.000

Owner(s): Jim Thornton, Thornton Const Company

Current Use: One Single-Family home

Proposed Use: Combine with 2432 Dolly Ridge Road (next request) and subdivide the two properties to 4 lots for construction of 4 single family residences.

Google Image:



**Annexation Committee Petition Review**

Property: 2424 Dolly Ridge Road

Owners: Jim Thornton Construction

Date: 4-6-18

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 218,960. Meets city criteria: Yes  No

Comment: developer plans to demolish current home, divide lot and build 2 homes - \$600,000. +

6. This street has fewer than 100% of the individual properties within the limits of the city

Yes  No

Number of total homes \_\_\_\_\_ Number in city majority of homes are in VM

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: 2424 Dolly Ridge 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: \_\_\_\_\_

Other Comments: + the committee discussed many issues with the proposed development such as density and possible student impact on VHCS

  
George Pierce  
Chairman 4-6-18



**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 your comments to the City Clerk as soon as is reasonably possible.

Location: 2424 Dolly Ridge Road

---

**Engineering:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2424 Dolly Ridge Road** -- no significant concerns noted; see comments for 2432 Dolly Ridge Road.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Police Department:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

The police department has reviewed the listed properties up for annexation; we have no reason to oppose said annexation on the law enforcement side.  
3332 Misty Lane; 2764 Altadena Lake Drive; 2441 Jannebo Road; 2432 Dolly Ridge Road; 2424 Dolly Ridge Road.

---

**Fire Department:** Date: 3/15/18 Initials: CV

Comments: NP  
\_\_\_\_\_  
\_\_\_\_\_

---





**PARCEL #:** 28 00 32 4 003 003.000  
**OWNER:** HILL JOAN  
**ADDRESS:** 3424 KETTERING LANE VESTAVIA AL 35243  
**LOCATION:** 2424 DOLLY RIDGE RD BHAM AL 35243

[ 111-C- ] Baths: 2.0 H/C Sqft: 1,907  
 18-034.0 Bed Rooms: 3 Land Sch: L1  
 Land: 100,000 Imp: 137,500 Total: 237,500  
 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE: X  
 EXEMPT CODE: 5-5 DISABILITY CODE:  
 MUN CODE: 02 COUNTY HS YEAR: 0  
 SCHOOL DIST: EXM OVERRIDE \$0.00  
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1  
 CLASS USE: FOREST ACRES: 0 TAX SALE:  
 PREV YEAR VALUE: \$223,600.00 BOE VALUE: 0

**VALUE**

LAND VALUE 10% \$99,960  
 LAND VALUE 20% \$0  
 CURRENT USE VALUE [DEACTIVATED] \$0  
CLASS 2  
CLASS 3  
 GARAGE WOOD OR 24WCBFA \$7,400  
 BLDG 001 111 \$130,100  
 TOTAL MARKET VALUE [APPR. VALUE: \$237,500]: \$237,460  
 Assesment Override:  
 MARKET VALUE:  
 CU VALUE:  
 PENALTY:  
 ASSESSED VALUE:

**TAX INFO**

|             | CLASS | MUNCODE | ASSD. VALUE | TAX      | EXEMPTION | TAX EXEMPTION | TOTAL TAX |
|-------------|-------|---------|-------------|----------|-----------|---------------|-----------|
| STATE       | 3     | 2       | \$23,760    | \$154.44 | \$23,760  | \$154.44      | \$0.00    |
| COUNTY      | 3     | 2       | \$23,760    | \$320.76 | \$23,760  | \$320.76      | \$0.00    |
| SCHOOL      | 3     | 2       | \$23,760    | \$194.83 | \$23,760  | \$194.83      | \$0.00    |
| DIST SCHOOL | 3     | 2       | \$23,760    | \$0.00   | \$23,760  | \$0.00        | \$0.00    |
| CITY        | 3     | 2       | \$23,760    | \$0.00   | \$23,760  | \$0.00        | \$0.00    |
| FOREST      | 3     | 2       | \$0         | \$0.00   | \$0       | \$0.00        | \$0.00    |
| SPC SCHOOL1 | 3     | 2       | \$23,760    | \$121.18 | \$23,760  | \$121.18      | \$0.00    |
| SPC SCHOOL2 | 3     | 2       | \$23,760    | \$399.17 | \$23,760  | \$399.17      | \$0.00    |

**ASSD. VALUE: \$23,760.00**      **\$1,190.38**      **GRAND TOTAL: \$0.00**  
**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

| INSTRUMENT NUMBER          | DATE       | PAY DATE | TAX YEAR | PAID BY | AMOUNT |
|----------------------------|------------|----------|----------|---------|--------|
| <a href="#">2017131811</a> | 12/19/2017 |          | 2017     |         | \$0.00 |
| <a href="#">0-0</a>        | 01/10/2001 |          | 2016     |         | \$0.00 |
|                            |            |          | 2015     |         | \$0.00 |
|                            |            |          | 2014     |         | \$0.00 |
|                            |            |          | 2013     |         | \$0.00 |
|                            |            |          | 2012     |         | \$0.00 |

**STATE OF ALABAMA**

**Jefferson** COUNTY

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

Date of Petition: February 1, 2018

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.

Jim Thornton  
Thornton Construction Company, Inc.  
5300 Cahaba River Road, Suite 200  
Birmingham, AL 35243  
jmt@thorntonconstruction.com  
Office:205-870-5498  
Cell:205-305-2561

Larry W. Ingram, P.E.  
Gonzalez-Strength & Associates, Inc.  
2176 Parkway Lake Drive  
205-942-2486  
lingram@gonzalez-strength.com

**EXHIBIT "A"**

LOT: 15

BLOCK: \_\_\_\_\_

SURVEY: Rocky Ridge Estates

RECORDED IN MAP BOOK 28, PAGE 78 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-2 (Estate 2)

COMPATIBLE CITY ZONING: R-2 (Medium Density Residential)

LEGAL DESCRIPTION (METES AND BOUNDS):

**Lot 15 Rocky Ridge Estates**

**(2424 Dolly Ridge Road)**

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

|  |   |
|--|---|
| <u>James M. Thornton</u>                         | Lot <u>15</u> Block _____ Survey <u>Rocky Ridge Estates</u> |
| <u>President - Thornton Construction Co. LLC</u> | Lot _____ Block _____ Survey _____                          |
| _____  | Lot _____ Block _____ Survey _____                          |

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

STATE OF ALABAMA

Jefferson COUNTY

James M. Thornton 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.

James M. Thornton  
Signature of Certifier

Subscribed and sworn before me this the 2<sup>nd</sup> day of February, 2018.

Lauren Elizabeth Thornton  
Notary Public

My commission expires: April 27, 2019

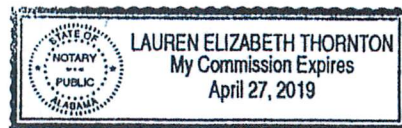




EXHIBIT "B"

**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): THORNTON Construction Co. LLC.  
Address: 2424 Dolly Ridge Road  
City: Birmingham State: AL Zip: 35243

Information on Children:

Plan to Enroll In  
Vestavia Hills School?

|    | Name(s) | Age | School Grade | Yes | No |
|----|---------|-----|--------------|-----|----|
| 1. | 0       |     |              |     |    |
| 2. |         |     |              |     |    |
| 3. |         |     |              |     |    |
| 4. |         |     |              |     |    |
| 5. |         |     |              |     |    |
| 6. |         |     |              |     |    |

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

**RESOLUTION NUMBER 5047**

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

**WHEREAS**, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated February 1, 2018, 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 30th day of May, 2018; and

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

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

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

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 6th day of June, 2018.

2. That on the 10th day of September, 2018, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5047 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:

2432 Dolly Ridge Road  
Lot 18 & S 25' Lot 17, Rocky Ridge Estates  
Jim Thornton Construction, Owner(s)

**APPROVED and ADOPTED** this the 30th day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





## **ANNEXATION DETAIL SHEET**

Address: 2432 Dolly Ridge Road

Parcel ID#: 28-32-4-003-004.000

Owner(s): Judith Lynn Vesper; represented by Jim Thornton, Thornton Const Company

Current Use: One Single-Family home

Proposed Use: Combine with 2424 Dolly Ridge Road (previous request) and subdivide the two properties to 4 lots for construction of 4 single family residences.

Google Image:



**Annexation Committee Petition Review**

Property: 2432 Dolly Ridge Road

Owners: Judith Vesper

Date: 4-6-18

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 237,460.. Meets city criteria: Yes  No   
 Comment: Developer plans to demolish Home. Split lot and build 2 Homes: \$1,650,000 +
6. This street has fewer than 100% of the individual properties within the limits of the city  
 Yes  No   
 Number of total homes \_\_\_\_\_ Number in city majority of Homes  
are in V.H.
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: 2432 Dolly Ridge Road

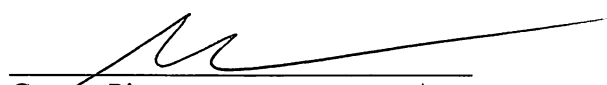
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ \_\_\_\_\_ will be paid to offset costs associated with the annexation.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Comment \_\_\_\_\_

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: \_\_\_\_\_

Other Comments: The committee discussed this project extensively. Areas of concern were density and possible future impact on VPCS

  
George Pierce  
Chairman 4-6-18

**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 your comments to the City Clerk as soon as is reasonably possible.

Location: 2432 Dolly Ridge Road

---

**Engineering:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Comments:  
**2432 Dolly Ridge Road** -- no significant concerns noted; Dolly Ridge Road is on "through road" agreement to be maintained by Jefferson County; this property is on corner of Ridgedale Drive, which is in fair condition and on City's maintenance schedule; preliminary plans for new development are being reviewed by engineering and comments will include new driveway permits to be coordinated with Jefferson County Roads and Transportation; sidewalk to conform to City Walkway Masterplan is requested along Dolly Ridge Road frontage.

---

---

**Police Department:** Date: \_\_\_\_\_ Initials: \_\_\_\_\_

The police department has reviewed the listed properties up for annexation; we have no reason to oppose said annexation on the law enforcement side.  
3332 Misty Lane; 2764 Altadena Lake Drive; 2441 Jannebo Road; 2432 Dolly Ridge Road; 2424 Dolly Ridge Road.

---

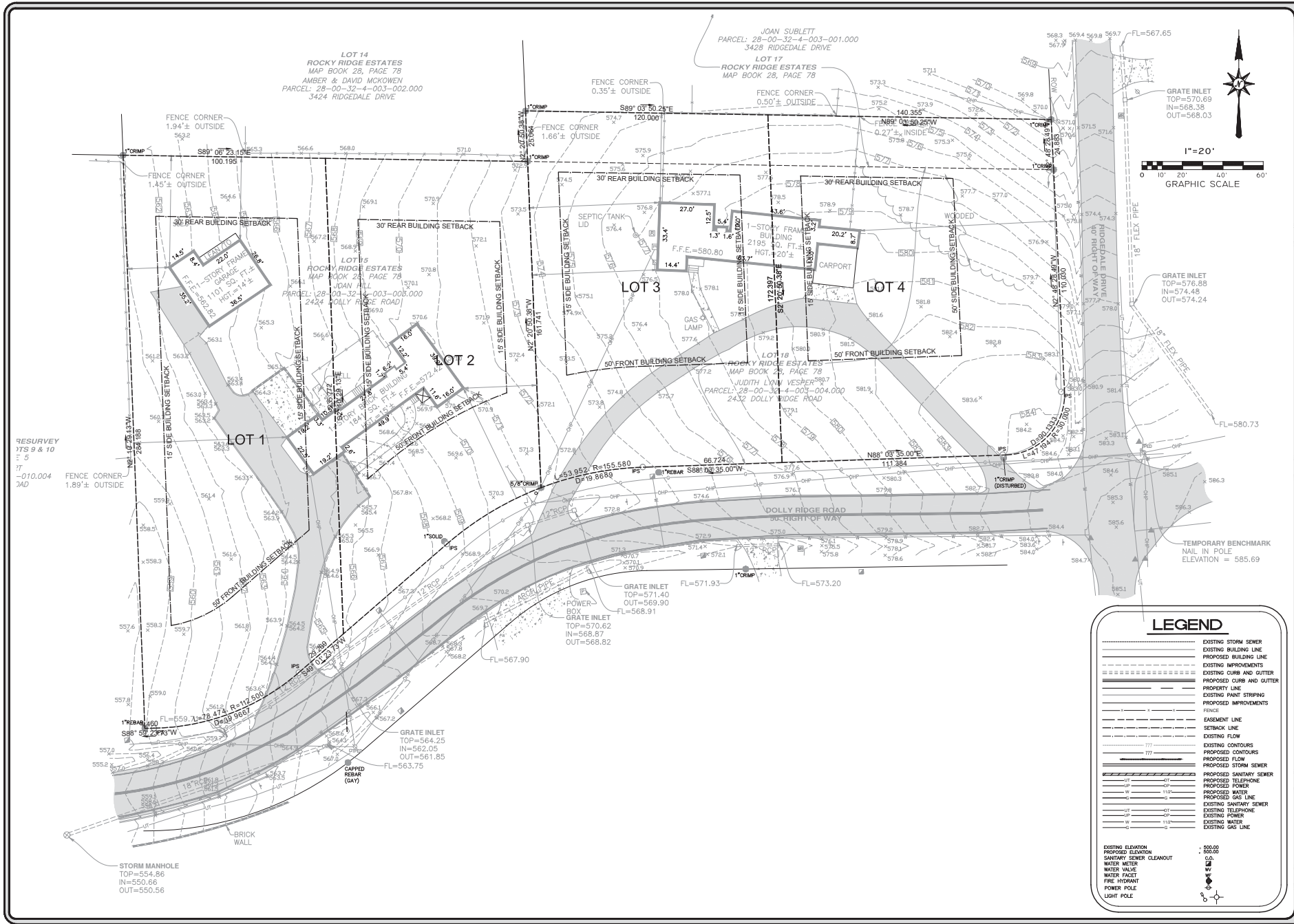
**Fire Department:** Date: 03/15/18 Initials: CV

Comments: NP

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| DATE | REVISIONS |
|------|-----------|
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |

**TITLE** SITE LAYOUT PLAN  
**DOLLY RIDGE ESTATES**  
 DOLLY RIDGE ROAD  
 THORNTON CONSTRUCTION  
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION  
 HOOPER, ALABAMA 36544  
 PHONE: (205) 368-2888  
 FAX: (205) 368-2033  
 www.Gonzalez-Strength.com

DATE: 02/20/17  
 SCALE: 1"=20'  
 DRAWN BY: L. WILSON, P.E.  
 CHECKED BY: DEBRAUNNAN, ALABAMA

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION  
 HOOPER, ALABAMA 36544  
 PHONE: (205) 368-2888  
 FAX: (205) 368-2033  
 www.Gonzalez-Strength.com

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**PRELIMINARY**  
 NOT FOR  
 CONSTRUCTION,  
 RECORDING,  
 PURPOSES OR  
 IMPLEMENTATION

DWG. NO. CT-170  
 PROJECT 177HC002

**LEGEND**

|  |                          |
|--|--------------------------|
|  | EXISTING STORM SEWER     |
|  | EXISTING BUILDING LINE   |
|  | EXISTING IMPROVEMENTS    |
|  | EXISTING CURB AND GUTTER |
|  | EXISTING PAINT STRIPING  |
|  | PROPOSED IMPROVEMENTS    |
|  | EASEMENT LINE            |
|  | SETBACK LINE             |
|  | EXISTING FLOW            |
|  | EXISTING CONTOURS        |
|  | PROPOSED CONTOURS        |
|  | PROPOSED FLOW            |
|  | PROPOSED STORM SEWER     |
|  | PROPOSED SANITARY SEWER  |
|  | PROPOSED TELEPHONE       |
|  | PROPOSED POWER           |
|  | PROPOSED WATER           |
|  | PROPOSED GAS LINE        |
|  | EXISTING SANITARY SEWER  |
|  | EXISTING TELEPHONE       |
|  | EXISTING POWER           |
|  | EXISTING WATER           |
|  | EXISTING GAS LINE        |

|  |                         |        |
|--|-------------------------|--------|
|  | EXISTING ELEVATION      | 500.00 |
|  | PROPOSED ELEVATION      | 500.00 |
|  | SANITARY SEWER CLEANOUT | 50.00  |
|  | WATER METER             | 50.00  |
|  | WATER VALVE             | 50.00  |
|  | WATER FACET             | 50.00  |
|  | FIRE HYDRANT            | 50.00  |
|  | POWER POLE              | 50.00  |
|  | LIGHT POLE              | 50.00  |

X:\2017\Projects\177HC002\177HC002.dwg Plot Date: 02/20/17 10:08 AM

**PARCEL #:** 28 00 32 4 003 004.000  
**OWNER:** VESPER JUDITH LYNN  
**ADDRESS:** 26323 CARONDELETTE DR ORANGE BEACH AL 36561  
**LOCATION:** 2432 DOLLY RIDGE RD BHAM AL 35243

[ 111-C- ] Baths: 1.5 H/C Sqft: 1,692  
 18-034.0 Bed Rooms: 3 Land Sch: L1  
 Land: 98,000 Imp: 121,000 Total: 219,000  
 Acres: 0.000 Sales Info: 02/04/2015 \$10

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

**SUMMARY**

|                               |                          |  |           |
|-------------------------------|--------------------------|--|-----------|
| <b>ASSESSMENT</b>             |                          | <b>VALUE</b>                                 |           |
| PROPERTY CLASS: 2             | OVER 65 CODE:            | LAND VALUE 10%                               | \$0       |
| EXEMPT CODE:                  | DISABILITY CODE:         | LAND VALUE 20%                               | \$97,960  |
| MUN CODE: 02 COUNTY           | HS YEAR: 0               | CURRENT USE VALUE [DEACTIVATED]              | \$0       |
| SCHOOL DIST:                  | EXM OVERRIDE AMT: \$0.00 | <u>CLASS 2</u>                               |           |
| OVR ASD VALUE: \$0.00         | TOTAL MILLAGE: 50.1      | BLDG 001 111                                 | \$121,000 |
|                               |                          | <u>CLASS 3</u>                               |           |
| CLASS USE:                    |                          | TOTAL MARKET VALUE [APPR. VALUE: \$219,000]: | \$218,960 |
| FOREST ACRES: 0               | TAX SALE:                | Assesment Override:                          |           |
| PREV YEAR VALUE: \$206,000.00 | BOE VALUE: 0             | MARKET VALUE:                                |           |
|                               |                          | CU VALUE:                                    |           |
|                               |                          | PENALTY:                                     |           |
|                               |                          | ASSESSED VALUE:                              |           |

**TAX INFO**

|             | CLASS | MUNCODE | ASSD. VALUE | TAX      | EXEMPTION | TAX EXEMPTION | TOTAL TAX |
|-------------|-------|---------|-------------|----------|-----------|---------------|-----------|
| STATE       | 2     | 2       | \$43,800    | \$284.70 | \$0       | \$0.00        | \$284.70  |
| COUNTY      | 2     | 2       | \$43,800    | \$591.30 | \$0       | \$0.00        | \$591.30  |
| SCHOOL      | 2     | 2       | \$43,800    | \$359.16 | \$0       | \$0.00        | \$359.16  |
| DIST SCHOOL | 2     | 2       | \$43,800    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| CITY        | 2     | 2       | \$43,800    | \$0.00   | \$0       | \$0.00        | \$0.00    |
| FOREST      | 2     | 2       | \$0         | \$0.00   | \$0       | \$0.00        | \$0.00    |
| SPC SCHOOL1 | 2     | 2       | \$43,800    | \$223.38 | \$0       | \$0.00        | \$223.38  |
| SPC SCHOOL2 | 2     | 2       | \$43,800    | \$735.84 | \$0       | \$0.00        | \$735.84  |

**ASSD. VALUE: \$43,800.00** **\$2,194.38** **GRAND TOTAL: \$2,194.38**

**FULLY PAID**

**DEEDS**

**PAYMENT INFO**

| INSTRUMENT NUMBER           | DATE       | PAY DATE   | TAX YEAR | PAID BY                        | AMOUNT     |
|-----------------------------|------------|------------|----------|--------------------------------|------------|
| <a href="#">201511-4327</a> | 2/4/2015   | 12/18/2017 | 2017     | VESPER JUDITH                  | \$2,194.38 |
| <a href="#">503-326</a>     | 10/31/1988 | 12/12/2016 | 2016     | VESPER JUDITH                  | \$2,064.12 |
|                             |            | 1/8/2016   | 2015     | JUDITH M VESFER                | \$2,482.33 |
|                             |            | 1/14/2015  | 2014     |                                | \$2,452.36 |
|                             |            | 1/10/2014  | 2013     | JUDITH M VESPER                | \$2,446.06 |
|                             |            | 1/14/2013  | 2012     | VESPER JUDITH AGT FOR HEIRS OF | \$3,227.93 |
|                             |            | 20111231   | 2011     | ***                            | \$2,130.22 |

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: February 1, 2018

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.

Jim Thornton  
Thornton Construction Company, Inc.  
5300 Cahaba River Road, Suite 200  
Birmingham, AL 35243  
jmt@thorntonconstruction.com  
Office:205-870-5498  
Cell:205-305-2561

Larry W. Ingram, P.E.  
Gonzalez-Strength & Associates, Inc.  
2176 Parkway Lake Drive  
205-942-2486  
lingram@gonzalez-strength.com

**EXHIBIT "A"**

**LOT:** 18 & South 25 ft of Lot 17

**BLOCK:** \_\_\_\_\_

**SURVEY:** Rocky Ridge Estates

RECORDED IN MAP BOOK 28, PAGE 78 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-2 (Estate 2)

COMPATIBLE CITY ZONING: R-2 (Medium Density Residential)

LEGAL DESCRIPTION (METES AND BOUNDS):

**Lot 18 & South 25 ft of Lot 17 Rocky Ridge Estates  
(2432 Dolly Ridge Road)**



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

|                           |               |             |                                   |
|---------------------------|---------------|-------------|-----------------------------------|
| <u>Judith Lynn Vesper</u> | Lot <u>18</u> | Block _____ | Survey <u>Rocky Ridge Estates</u> |
| _____                     | Lot _____     | Block _____ | Survey _____                      |
| _____                     | Lot _____     | Block _____ | Survey _____                      |

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

STATE OF ALABAMA

Jefferson COUNTY

Judith LYNN VESPER 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.

Judith Lynn Vesper  
Signature of Certifier

Subscribed and sworn before me this the 2nd day of February, 2018.

Lauren Elizabeth Thornton  
Notary Public

My commission expires: April 27, 2019



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): Judith Lynn Vesper

Address: 2432 Dolly Ridge Road

City: Birmingham State: AL Zip: 35243

Information on Children:

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

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

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

**ORDINANCE NUMBER 2605-A**

**AN ORDINANCE TO AMEND ORDINANCE NUMBER 2605 AND 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-1 TO VESTAVIA HILLS B-1.2 WITH A REVISED SITE PLAN**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, on the 12<sup>th</sup> day of October, 2015, adopted and approved Ordinance Number 2605 from Vestavia Hills R-1 (low density residential district) to Vestavia Hills B-1.2 (neighborhood mixed use district) and conditioned to develop pursuant to a site plan for a retail development; and

**WHEREAS**, the developer has found that an alternate site plan would work better for the property in order to develop it to its best and highest development; said site plan is marked as Exhibit A and it attached to and incorporated into this Ordinance Number 2605-A as though written fully therein.

**NOW, THEREFORE, 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 (low density residential district) to Vestavia Hills B-1.2 (neighborhood mixed use district):

3127 Blue Lake Drive and 4565 Pine Tree Circle  
Lot 10-A, Acton's Resurvey of Lot 8 thru 10 and  
Lots 11 & 12, Topfield Subdivision  
Pine Tree Partners, LLC and Seed Corn, Owners

**BE IT FURTHER ORDAINED** that said development is conditioned on the property being developed substantially as shown in Exhibit A, attached.

**APPROVED and ADOPTED** this the 30<sup>th</sup> day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

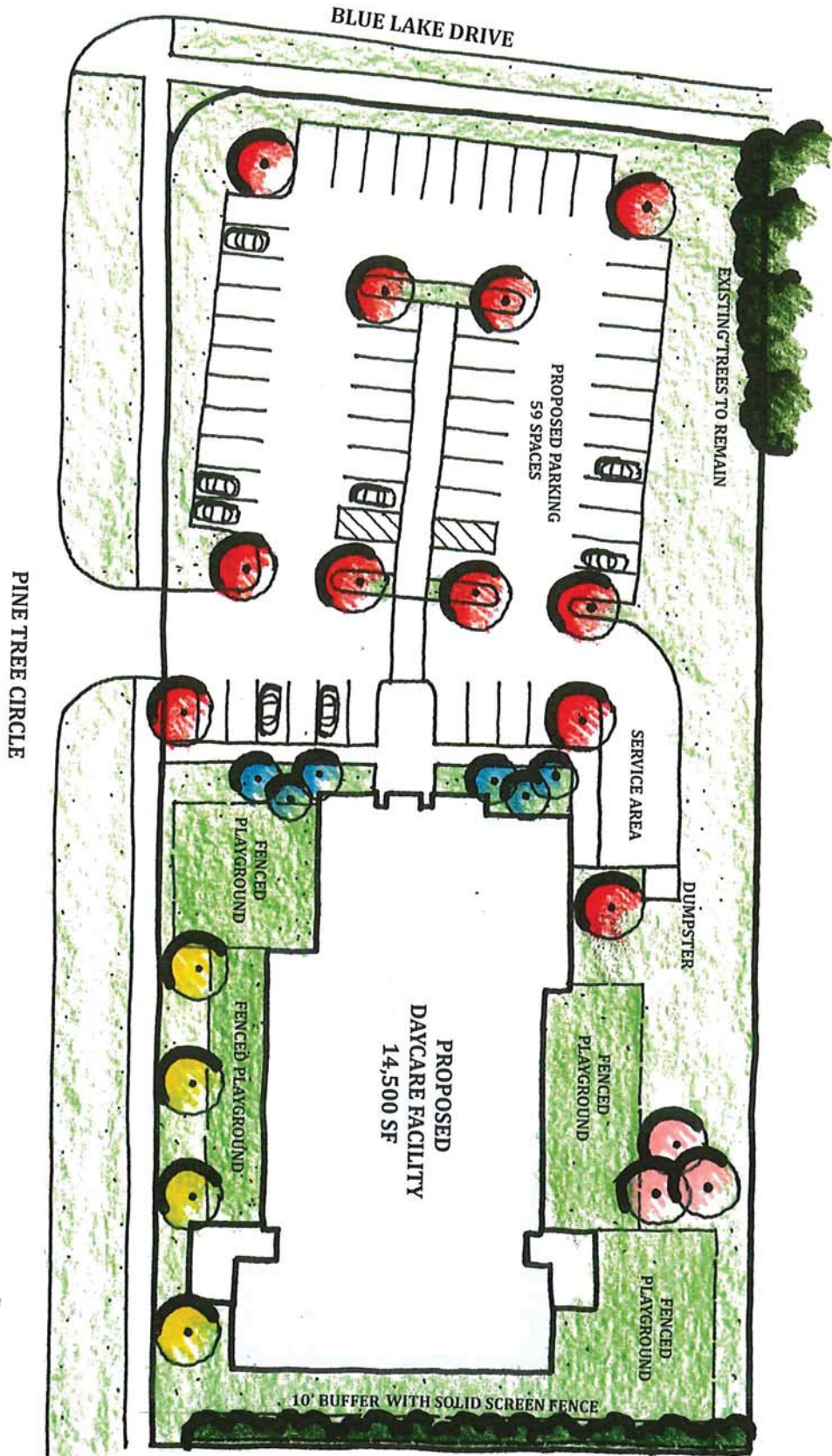
**CERTIFICATION:**

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 # 2605 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 30<sup>th</sup> day of May, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk





PRELIMINARY PLANS  
NOT FOR  
CONSTRUCTION

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
 CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION  
 3175 PARKWAY LAKE DRIVE  
 HOOVER, ALABAMA 35224  
 PHONE: (205) 843-2499  
 FAX: (205) 843-2025  
 www.Gonzalez-Strength.com

|                                |         |              |              |
|--------------------------------|---------|--------------|--------------|
| TITLE SOUTHERN COMPANY DAYCARE |         |              |              |
| DRW. BY                        | CHK. BY | SCALE 1"=30' | DATE 1/31/18 |

| NO. | REVISIONS DESCRIPTION | DATE |
|-----|-----------------------|------|
|     |                       |      |
|     |                       |      |
|     |                       |      |

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

Date: **MARCH 8, 2018**

- **CASE: P-0318-10**
- **REQUESTED ACTION:** Rezoning Vestavia Hills B-1.2 Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 3127 Blue Lake Dr., 4565 Pine Tree Cir.
- **APPLICANT/OWNER:** Pine Tree Partners & Seed Corn, LLC
- **REPRESENTING AGENT:** Derek Waltchack
- **GENERAL DISCUSSION:** Property is on Blue Lake Dr. and on the corner of Colonnade Parkway and Pine Tree Cir. Property was rezoned on 10/12/15 by City Council to B-1.2. As required by code, site plans are “locked in” with the approval of the B-1.2 zoning, requiring any major changes to a plan to be re-heard in public hearings and subject to Council approval. This is not a land use change. Applicant proposes flipping the site plan and moving the building to the east side of the property. The proposed changes appear to meet all zoning requirements.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use. Additionally, the property directly to the south at 3125 Blue Lake Dr. is already zoned O-1
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

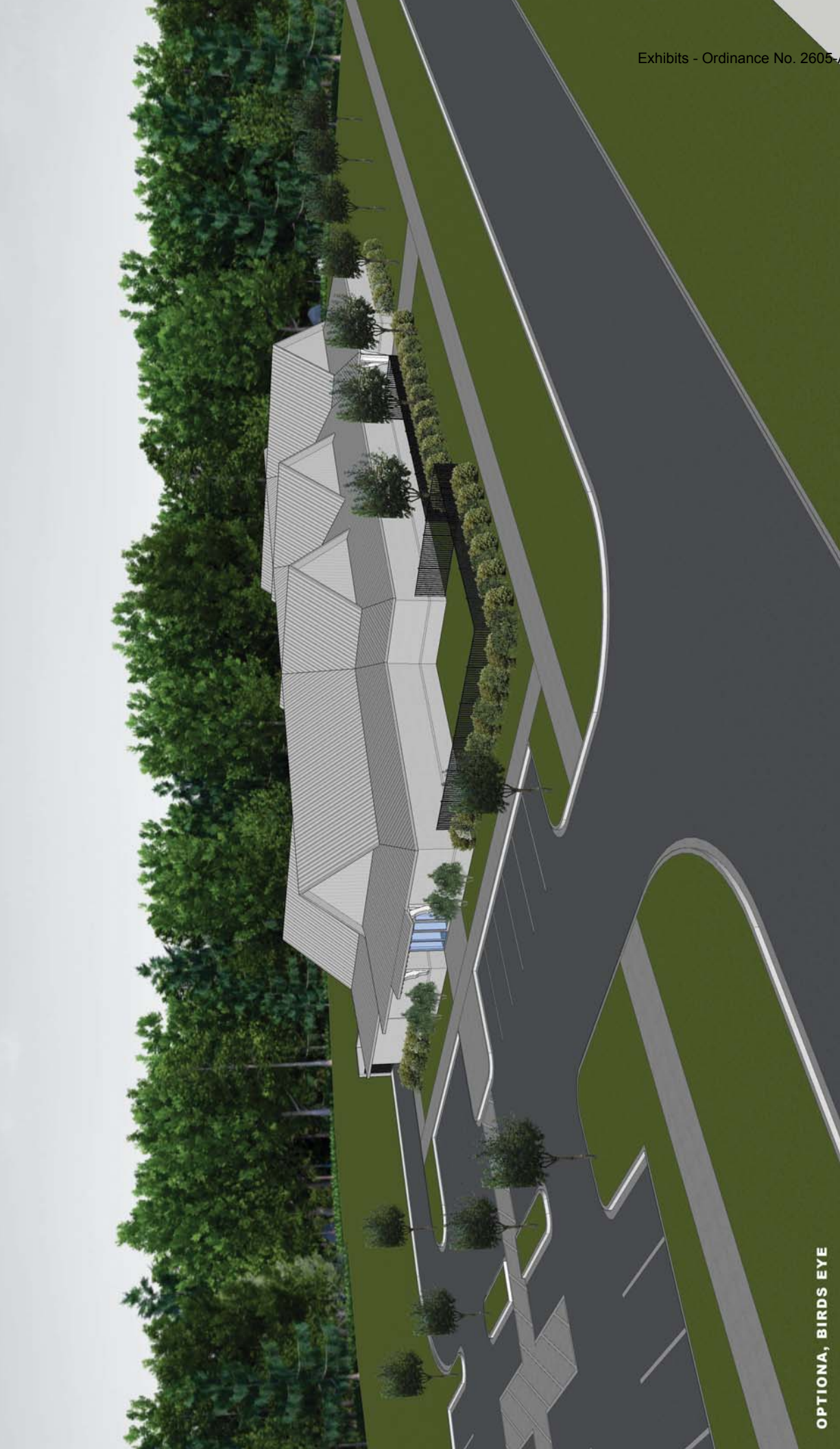
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** Approval needed on creek and drainage.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.



**MOTION** Mrs. Burrell made a motion to recommend approving the amended site plan for 3127 Blue Lake Dr., 4565 Pine Tree Cir., consistent with the materials presented. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Brooks – yes  
Mr. House – yes  
Mr. Burrell – yes  
Mr. Larson – yes

Mrs. Barnes – yes  
Mr. Weaver – yes  
Mrs. Cobb – abstained  
Mr. Gilchrist – yes  
Motion carried.



OPTIONA, BIRDS EYE

OPTION A, EYE LEVEL





Previously Approved



# BLUE LAKE DRIVE

Exhibits Ordinance No. 2605 A

SITE PLAN

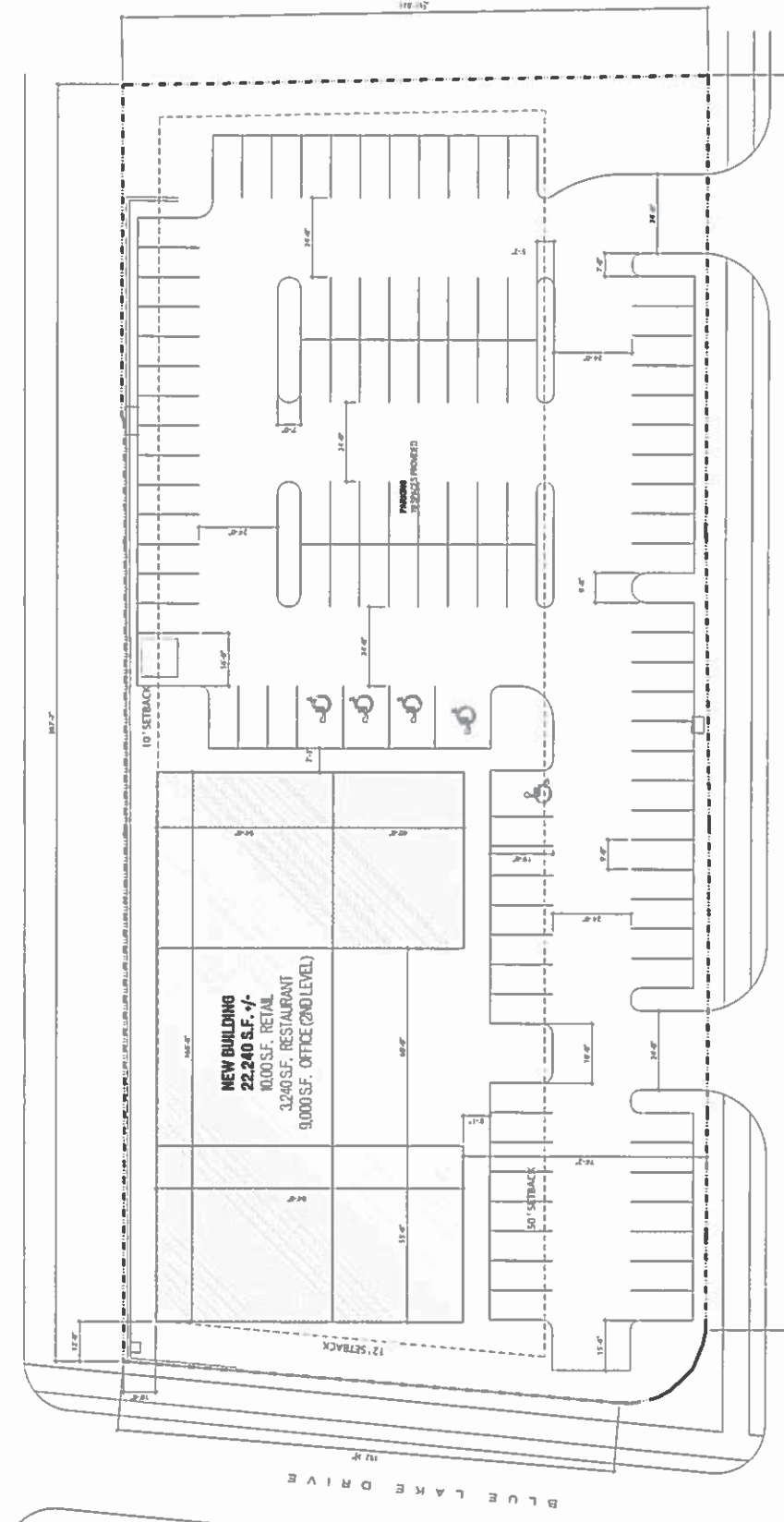
06/20/2018

TSC

TSC

## A1.0

CONCEPTUAL



1 | SITE PLAN

PINE TREE CIRCLE

BLUE LAKE DRIVE

## **ORDINANCE NUMBER 2764**

### **AN ORDINANCE PROHIBITING DRIVERS TO OPERATE A VEHICLE THROUGH PRIVATE OR PUBLIC PROPERTY IN ORDER TO AVOID TRAFFIC CONTROL DEVICES**

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

1. It shall be unlawful for any person to operate or drive any vehicle upon the streets or highways of the city, or within the city's police jurisdiction, at any intersection where gasoline filling stations or other business or public property is located, so as to cause such vehicle to cut the corners of any such intersection by passing over the space used in the operation of such filling station or other business or public property, and thereby avoid the traffic light or traffic signal at any such intersection, or so as to avoid stopping at any such intersection as is required by the laws of the city, or so as to avoid traveling at any such intersection over the usual lanes of traffic; and
2. Owners of said filling station or other business or public property shall post signage in a conspicuous area of the ingress/egress areas of said property which states, "This Property Is For Parking Of Patrons Only; Vehicular 'Cut Through' Is Prohibited By Ordinance 2764 Of The City Of Vestavia Hills;" and
3. Said sign shall be no smaller than 6.5 square feet and shall be clearly legible from all areas of ingress/egress of said filling station or business or public property; and
4. Any law enforcement officer of the City of Vestavia Hills, Alabama, may issue an "Uniform Non-Traffic Citation and Complaint (For Scheduled Non-Traffic Violations or Misdemeanors)" to any person committing the offense of operating a vehicle through private or public property in order to avoid traffic control devices, in violation of this Ordinance Number 2764 of the City of Vestavia Hills, Alabama, and release such person from custody upon his or her written promise to appear in Vestavia Hills Municipal Court at the designated time and place as evidenced by his or her signature on the Uniform Non-Traffic Citation and Complaint; and
5. A copy of said "Uniform Non-Traffic Citation and Complaint (For Scheduled Non-Traffic Violations or Misdemeanors)" adopted by the State of Alabama Unified Judicial System,

Form Number ARJA-20, as amended, is marked as “Exhibit A” attached to and incorporated into this Ordinance Number 2764; and

6. Anyone charged with this offense may elect to appear before the municipal court magistrate within the time specified in the summons and complaint and, upon entering a plea of guilty and executing a notice and waiver of rights form, pay a minimum fine of \$100.00 plus court costs or may come to court and be punished in accordance with Alabama law; and
7. Said “Plea of Guilty – Waiver or Rights” is located on the reverse side of the Uniform Non-Traffic Citation and Compliant, a copy of which is marked as Exhibit B and is attached to and incorporated into this Ordinance Number 2764; and
8. If any part, section, or provision of this Ordinance shall hereafter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of any other section or provision of this Ordinance, which shall continue in full force and effect notwithstanding such holding; and
9. This Ordinance Number 2764 shall become effective immediately following publishing and/or posting in accordance with Alabama law.

**DONE, ORDERED, ADOPTED and APPROVED** this the 30<sup>th</sup> day of May, 2018.

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 Number 2764 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 30<sup>th</sup> day of May, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk







**RESOLUTION NUMBER 5053**

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

**WITNESSETH THESE RECITALS**

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

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

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

A 10.0 foot wide Storm Water Easement, said easement being 5 foot wide on both sides of a centerline and being situated in the southeast 1/4 of Section 6, Township 19 South, Range 2 west, Jefferson County, Alabama, being more particularly described as follows:

Commence at easterly most corner of lot 16, according to the map of South Bend Subdivision as recorded in Map Book 245 Page 40, in the Probate Office of Jefferson County, Alabama. Said point lying on the westerly right-of-way line of South Bend Circle; thence run south 11° 31'47” west along said right of way line for 63.24 feet to the point of beginning of a 10-foot wide storm water easement lying 5-feet each side of and parallel to and abutting the following described line; thence run the following courses to a point on the westerly boundary of said Lot 16 and the end of said easement centerline North 81°05'14' west for 58.16 feet; south 83°57'53” west for 13.86 feet; south 56°26'17” west for 11.26 feet; south 76°13'52” west for 13.94 feet; south 62°03'50” west for 16.18 feet; south 81°18'57” west for 3.51 feet. Containing 1167 sf more or less.

**WHEREAS**, it appears to the City Council of the City of Vestavia Hills, Alabama, that said vacated easement shall be relocated to allow for a drainage easement and for

convenient and reasonable means of access as well as sewer access to be afforded to all utilities running through the tract of land or eventually located in said tract of land; and

**WHEREAS**, an instrument detailing said tract of land and dedicating the use of said property as a relocated drainage easement for the location of utilities and sewer facilities shall be filed in the Office of the Judge of Probate.

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

**RESOLVED, DONE AND ORDERED**, on this the 30<sup>th</sup> day of May, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION**

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 30<sup>th</sup> day of May, 2018, and that such Resolution is of record in the Minute Book of the City at page \_\_\_\_\_ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**DECLARATION OF VACATION**

We, the undersigned, constituting all of the owners of all property abutting Lot 16 Southbend as same appears on the Plat of Southbend Development which Plat is recorded in Plat Book 245, at Page 40, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said Lot 16 Southbend as the same appears of record on the Plat to be vacated, and said Drainage Easement Lot 16 Southbend is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of Drainage Easement Lot 16 Southbend is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that Drainage Easement Lot 16 Southbend be closed and vacated.

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

4. Lot 16 Southbend is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 801 Southbend Lane Vestavia AL 35216

\_\_\_\_\_ . A copy of the map reflecting the location of Drainage Easement Lot 16 Southbend is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting Lot 16 Southbend and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 805 Southbend Lane Vestavia AL

Legal Description: Lot 17 According to the Survey of Southbend Subdivision, as recorded in Map Book 245, Page 40

Owners' Name(s): BC South - 3239 Lorna Road Birmingham AL LLC

B. Street Address: 3307 Southbend Circle Vestavia AL

Legal Description: Lot 15 According to the Survey of Southbend Subdivision, as recorded in Mapbook 245, Page 40

Owners' Name(s): BC South - 3239 Lorna Road Birmingham AL LLC

C. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

D. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

E. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

F. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

6. All of the undersigned do hereby declare Drainage Easement Lot 16 Southbend to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of Drainage Easement Lot 16 - Southbend and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 10<sup>th</sup> day of May, 20 18.

**SIGNATURES OF ABUTTING PROPERTY OWNERS:**

*(notary on following pages)*

Blebe Pittman

member BC Smith, LLC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

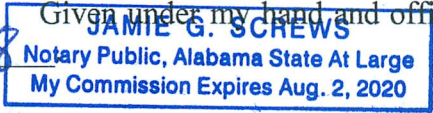
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

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

Given under my hand and official seal, this the 10 day of May, 2018.



*Jamie G. Screws*  
\_\_\_\_\_  
Notary Public

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

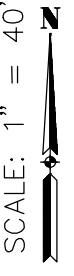
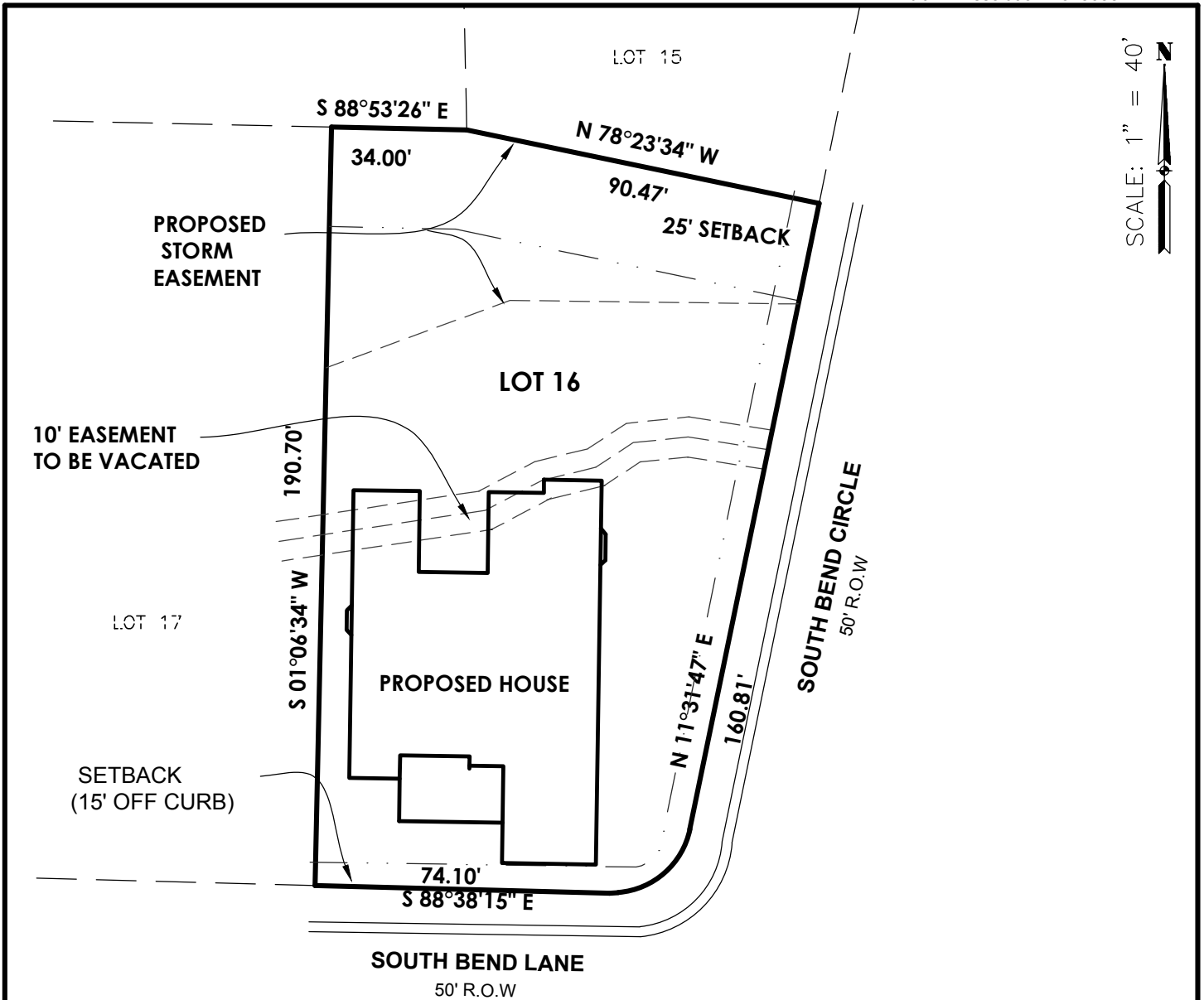
JEFFERSON COUNTY

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

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

\_\_\_\_\_  
Notary Public





**PLOT PLAN**

LOT 16 OF  
 SOUTH BEND SUBDIVISION  
 MAP BOOK 245 PAGE 40  
 JEFFERSON COUNTY, ALABAMA  
 PREPARED FOR: MURPHY BUILDERS  
 PREPARED 11/10/17  
 PROJECT #66788

**NOTE TO PROSPECTIVE HOME OWNER:**  
 THE DRIVEWAY LOCATION SHOWN ON THIS PLOT PLAN IS  
 SUBJECT TO CHANGE TO BEST MATCH THE LOT GRADE  
 AND/OR EXISTING UTILITY APPURTENANCES.

**BUILDING SETBACKS**  
 FRONT- 15' OFF CURB  
 REAR- 25'  
 SIDE- 0' (15' BETWEEN HOUSES)

ARRINGTON ENGINEERING AND LAND SURVEYING INC. PERFORMED NO SURVEYING, TITLE SEARCH, OR FLOOD ZONE DETERMINATION IN CONNECTION WITH THE PREPARATION OF THIS PLOT PLAN. WE MAKE NO GUARANTEE THAT THIS PROPERTY IS NOT SUBJECT TO ANY ADDITIONAL EASEMENTS, SETBACKS, RESTRICTIONS OR COVENANTS, OTHER THAN THOSE SHOWN ON THIS PLOT PLAN. THE BUILDER IS RESPONSIBLE FOR VERIFYING ALL LOT RESTRICTIONS PRIOR TO CONSTRUCTION.

APPROVED TO STAKE BY:

**ARRINGTON ENGINEERING**  
 Civil Engineers - Surveyors - Land Planners  
 Office: (205) 985-9315 Fax: (205) 985-9385  
 2032 Valleydale Road Birmingham AL 35244

**CITY OF VESTAVIA HILLS**  
**DEPARTMENT OF PUBLIC SERVICES**  
**OFFICE OF CITY ENGINEER**  
**INTER-DEPARTMENT MEMO**

**May 9, 2018**

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services

From: Christopher Brady, City Engineer

RE: vacation of drainage easement, Southbend Lot 16

---

I have reviewed the request for vacation and relocation of this drainage easement. There is an existing drainage pipe, inlet and swale that is proposed to be relocated approximately 50-feet further north on this lot to make room for the proposed home. There will be a need to coordinate transition of the existing drainage swale with Lot 17, which is currently undeveloped and also owned by Murphy Builders.

I hereby provide favorable recommendation for approval contingent on final documentation to record a new drainage easement for the relocated drainage swale and pipe.

Please let me know if questions,

Sincerely,  
-Christopher

