

**Vestavia Hills
City Council Agenda
January 13, 2020
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Butch Williams; Vestavia Hills Senior Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Certificate Of Recognition – Julie Harper, Civic Activities Coordinator
7. Proclamation – Human Trafficking Awareness Month – January 2020
8. City Manager’s Report
9. Councilors’ Reports
10. Financial Reports – Melvin Turner, III, Finance Director
11. Approval Of Minutes – December 9, 2019 (Regular Meeting), December 16, 2019 (Work Session) and December 16, 2019 (Regular Meeting)

Old Business

New Business

12. Resolution Number 5216 - A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Maddox Enterprises, LP
13. Resolution Number 5217 – A Resolution Appointing A Member To The Jefferson-Blount-St. Clair Mental Health Authority Board
14. Ordinance Number 2907 – An Ordinance Accepting A Request For Proposal For The Sale Of Concessions To Patrons At City Recreational Facilities And Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With FH Concession Group For The Sale Of Concessions To Patrons At City Recreational Facilities

New Business (Requesting Unanimous Consent)

First Reading (No Action To Be Taken At This Meeting)

15. Ordinance Number 2905 – An Ordinance To Approve A Contract To Purchase The Real Estate And Improvements Situated At 3995-3103 Greendale Road In The City Of Vestavia Hills, Alabama Consisting Of Approximately 0.34 Acres, More Or Less (“Property”) And Authorizing And Directing The Mayor And City Manager To Execute And Deliver Said The

Contract And Any And All Other Documents Necessary To Close The Sale Pursuant To The Terms, Provisions And Conditions Of Said Contract (*public hearing*)

16. Ordinance Number 2906 – Rezoning – 3122, 3128, 3134, and 3136 Sunview Drive; Rezone from Vestavia Hills B-2, Inst, Agriculture to Vestavia Hills B-1.2. Thomas Holdings, Owners (*public hearing*)
17. Ordinance Number 2908 –An Ordinance Adopting And Enacting Procedures And Requirements For Unclaimed Property For The City Of Vestavia Hills Police Department And Municipal Court (*public hearing*)
18. Citizens Comments
19. Motion for Adjournment



City of
VESTAVIA HILLS

IN RECOGNITION

On behalf of the City of Vestavia Hills, it is with great pleasure that I present this Certificate of Recognition to

JULIE HARPER

for your 32 years of dedicated service to the City of Vestavia Hills. At this milestone in your life, we would like to take this opportunity to express our appreciation to you for the service you have rendered to the Parks and Recreation department and to our city. You are to be commended for the loyalty and dedication you have demonstrated to the community of Vestavia Hills.

The City Council joins me in congratulating you as you celebrate this occasion, and we offer our best wishes for today and many more years.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused
the Seal of the City of Vestavia Hills
to be affixed this the 13th day of
January 2020.

Ashley C. Curry, Mayor

WHEREAS, human trafficking is a very real problem facing the world today and can take many forms including debt bondage, forced marriage, slavery and commercial sexual exploitation; and

WHEREAS, every case goes against the core principles of individual freedom and civil rights that our state and nation stand for; and

WHEREAS, the City of Vestavia Hills is committed to ensuring that our community remains on the front lines in combating this deplorable crime and is committed to becoming a TraffickingFree Zone; and

WHEREAS, due to its secretive and illegal nature, it is difficult to accurately quantify the extent of human trafficking. The U.S. Department of State estimates that 600,000 to 800,000 people are trafficked across international borders each year; and

WHEREAS, most victims of human trafficking are women or children who have been marginalized and isolated from society, and the difficulty in grasping the full scope of this problem can be further compounded because people often turn a blind eye to it; and

WHEREAS, the first step in eliminating human trafficking is to educate others. We must work together as a community to ensure that our residents are aware of this problem and how to identify it, and we must ensure that human traffickers are punished and victims are protected and assisted.

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 January 2020 as

HUMAN TRAFFICKING AWARENESS MONTH

and encourage all residents to join us in raising the visibility of this crime, become more informed about this pressing issue, and work to combat its injustice.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 8th day of January 2020.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

DECEMBER 9, 2019

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:

Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Danny Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Ryan Farrell, Fire Marshal
Christopher Brady, City Engineer

David Phillips, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce welcomed Chamber Board members Ben Chambliss and Mark McCoy.
- The Mayor welcomed visiting VHHS Junior Government students.

CITY MANAGER'S REPORT

- Mr. Downes stated in July 2019, ADEM began the next phase of stormwater management. This requires that the City adopt a City stormwater plan which requires an annual update. This is set to be reviewed and adopted. This annual renewal will include a conversation and presentation to the Council on various aspects of the stormwater management plan. The current ordinance limits actions of enforcement that can be taken on repeat offenders. At the next work session, on December 16, a conversation with the Council will be led by

the City Engineer, Christopher Brady. Following that work session, public hearings will be scheduled concerning the update.

COUNCILOR REPORTS

- Mr. Head stated that the Parks and Recreation Board will have their meeting on December 16 at 7:30 AM in the Executive Conference Room. He stated that the Council will appoint a new member tonight. He expressed appreciation to the people who applied for the vacancy.
- Mr. Weaver stated that the Planning and Zoning Commission had a work session last Wednesday in preparation for Thursday's regular meeting.
- Mayor Curry mentioned the events from the Holiday in the Hills beginning with the tree lighting ceremony. He stated these events have been going very well and include so many groups it is hard to mention them all. The Breakfast with Santa had more people than ever to attend at an estimated 575 people. He thanked all the volunteers who make these events successful.
- Mr. Pierce echoed the Mayor's comments and indicated that the parade was also a fantastic event. He stated he will attend the Chamber luncheon with entertainment from Pizitz Girls Choir.
- Mrs. Cook stated she enjoyed riding in the Christmas parade yesterday.

FINANCIAL REPORTS

Melvin Turner, III, Finance Director, presented the Finance Reports for month ending November, 2019. He read and explained the balances.

Mrs. Cook asked why ad valorem taxes were down. Discussion ensued as to a delay in some ad valorem taxes because of the number of residents who have protested their ad valorem assessments.

APPROVAL OF MINUTES

The Mayor opened the floor for approval of the following minutes: November 13, 2019 (Regular Meeting); November 18, 2019 (Work Session); November 25, 2019 (Work Session); November 25, 2019 (Regular Meeting); November 26, 2019 (Work Session).

MOTION Motion to approve the minutes of the November 13, 2019 (Regular Meeting); November 18, 2019 (Work Session); November 25, 2019 (Work Session); November 25, 2019 (Regular Meeting); November 26, 2019 (Work Session) was by Mrs. Cook, seconded 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.

OLD BUSINESS

NEW BUSINESS

RESOLUTION NUMBER 5208

Resolution Number 5208 – A Resolution Authorizing The City Manager To Issue A Refund For Overpayment Of Privilege Licenses/Sales Taxes (*public hearing*)

MOTION Motion to approve Resolution Number 5208 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this is a refund request from a company who overpaid on their account. Their request was reviewed and is recommended for approval by the Finance Director. This company overstated their gas taxes.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5209

Resolution Number 5209 – A Resolution Authorizing The City Manager To Issue A Refund For Overpayment Of Privilege Licenses/Sales Taxes

MOTION Motion to approve Resolution Number 5209 was by Mrs. Cook seconded by Mr. Weaver.

Mr. Downes stated that this is a refund request for a company who overpaid on their account. Their request was reviewed and is recommended for approval by the City's Finance Director. This company reported certain tax exempt sales as taxable sales.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5210

**Resolution Number 5210 - A Resolution Declaring Certain Personal Property As Surplus
And Authorizing The City Manager To Sell/Dispose Of Said Property**

MOTION Motion to approve Resolution Number 5210 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this will make possible the sale of a 2012 VHFD Jeep which is no longer operational and therefore is no longer useful to the City.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5211

**Resolution Number 5211 – A Resolution Authorizing The City Manager To Execute An
Easement Agreement For Alabama Power At Wald Park**

MOTION Motion to approve Resolution Number 5211 was by Mrs. Cook seconded by Mr. Weaver.

Mr. Downes stated that this is an easement for power to the concession stand.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5214

**Resolution Number 5214 – A Resolution Appointing A Member To The Vestavia Hills Parks
And Recreation Board**

MOTION Motion to approve Resolution Number 5214 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Head stated that the Council interviewed applicants and that he recommends the appointment of Danny Marshall to the Parks and Recreation Board.

MOTION Motion to insert the name Danny Marshall as appointee was made by Mr. Head and seconded by Mr. Weaver. Roll call vote as follows:
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5215

Resolution Number 5215 – A Resolution Appointing A Member To The Vestavia Hills Library Board

MOTION Motion to approve Resolution Number 5215 was by Mr. Weaver seconded by Mrs. Cook.

The Mayor passed the gavel to Mayor Pro-Tem Weaver.

The Mayor stated that the Council had interviewed the only applicant for the Library Board. He stated that he recommends the appointment of Kevin Archer to the Library Board.

MOTION Motion to insert the name of Kevin Archer as appointee was made by Mayor Curry and seconded by Mrs. Cook. Roll call vote as follows:
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

Mr. Weaver passed back the gavel to the Mayor.

ORDINANCE NUMBER 2903

Ordinance Number 2903 – An Ordinance Authorizing The Execution And Delivery Of An Agreement For Access Easement, Improvement, Temporary Construction

**Easement, Maintenance And Shared Parking Easement By And Between
Dolly Ridge Development, LLC And The City Of Vestavia Hills, Alabama**

MOTION Motion to approve Ordinance Number 2903 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this easement and access agreement coincides with the Cahaba Heights Park project to create an additional level of traffic flow and allow more efficient movement with shared parking.

There being no one to further address the Council, the Mayor called for the question. Roll call vote as follows:

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

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

The Mayor announced that the following resolutions and/or ordinances will be presented at a public hearing at the Council's regular meeting on December 16, 2019 (*rescheduled from December 23, 2019 due to the holidays*), beginning at 6:00 PM.

- Resolution Number 5212 – A Resolution Authorizing The City Manager To Purchase Cancer Insurance Coverage For Vestavia Hills Fire Fighters Pursuant To Act 2019-361 (*public hearing*)
- Resolution Number 5213 – Vacation – Ingress/Egress Easement Located On Lot 5C, Patchwork Farms Recorded In Map Book 241, Page 34, Jefferson County Judge Of Probate And In A Certain Reciprocal Easement And Maintenance Agreement Of Lots 5A, 5B And 5C, Patchwork Farms As Recorded In LR201515, Page 14992, Jefferson County Judge Of Probate; Christopher LLC, Owner (*public hearing*)
- Ordinance Number 2900 – Rezoning – 2926 Columbiana Road (2927 Columbiana Court); Elevation Apartments (Formerly Windcliff Apartments); Rezone From Jefferson County R-4 (Multi-Family Residential) To Vestavia Hills R-5 (Multi-Family Residential), Compatible Zoning From A 1983 Annexation; ECG Vestavia, LLC; Summit Vestavia I, LLC; Summit Vestavia II, LLC As Tenants In Common, Owners (*public hearing*)
- Ordinance Number 2901 – Rezoning For A Revised Site Plan And A Conditional Use Approval – 3127 Blue Lake Drive; Lot 10A-, Resurvey Of Lots 8, 9 & 10, Topfield Subdivision And Lot 11, Topfield Subdivision; The Purpose Of The Request Is To Revise A Site Plan Of A B-1.2 Zoned Development And A Conditional Use Approval To Allow An Additional 2,500 Square Foot To Allow For A Total 12,500 Square Foot Building; SWBP Investments, LLC, Owners (*public hearing*)

CITIZEN COMMENTS

None.

At 6:24 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:25 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

DECEMBER 16, 2019

The City Council of Vestavia Hills met in a regular scheduled work session on this day in the Executive Conference Room at 5:00 PM, following posting/publication as required by Alabama law. The City Clerk checked the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Cinnamon McCulley, Communications
Specialist
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Ryan Farrell, Fire Marshal

The Mayor called the work session to order.

PROPOSED AMENDMENT TO ZONING CODE

Mr. Weaver stated that Hoover has revised their zoning code to prohibit any vape shops or payday loan businesses to be located within 1,000 feet of a school or 500 feet of a residential area. He stated that Hoover began with a moratorium on said businesses and worked toward this conditional use because the City was seeing a number of these businesses opening up in various areas.

The Mayor stated that he would like to obtain the City Attorney's opinion on regulating of businesses by type. He mentioned that other types of businesses could be considered detrimental to a person's health and asked where to draw the line.

Mr. Weaver admitted that these type of businesses go to areas where there is market feasibility and haven't actually located here for lack of said market, but it might be worth considering before the issue arises.

Discussion ensued that vape supplies can be purchased at local convenience stores.

Mr. Downes stated that he could put aside some time during the Council's strategic planning session next month to discuss these businesses and this amendment.

ANNUAL UPDATE ON STORMWATER ORDINANCE

Christopher Brady, City Engineer, explained the City's recently adopted Stormwater Ordinance and the City's participation in the NPDES Permitting. He explained that the requirements of this permit would include an annual evaluation and update of the plan.

Mr. Brady pulled the information on the webpage and showed a presentation detailing the recent analysis of the program. He indicated that this past year's statistics showed the City inspections hitting at a 90% rate (70% for ADEM sites) but also stated that it was found that recent inspection rates appear to be hitting more toward 100% because of adjustments and corrections in the reporting system.

Mr. Brady gave statistics on the number of land disturbance permits that are active and detailed how many fall under ADEM. He explained that even though they were under ADEM, the City still had inspection responsibilities.

Discussion ensued. Mr. Downes suggested that the inspection tendencies hit highs and lows because of adjustment in weather and construction sites. He mentioned that when times of inspections are the greatest, it might be worthwhile to either train additional employees to do inspections or contract out some of the overflow inspections.

Mr. Brady gave a listing of city-owned BMP sites. He stated the wish to amend the Ordinance to better address repeat violators. He indicated that the goal would be to adopt the revised plan by the end of January.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

DECEMBER 16, 2019

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:

Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Danny Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Ryan Farrell, Fire Marshal
Christopher Brady, City Engineer

Don Richards, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce welcomed Chamber Board member John Henley, who was the pancake chef at the recent Breakfast with Santa. Mr. Pierce thanked him for those efforts. He indicated that Mr. Henley was the incoming Chairman of the Board for the Chamber.
- Mr. Pierce urged everyone to shop and dine in the City.
- Mr. Weaver stated that the Planning and Zoning Commission met last week and considered applicant requests.

CITY MANAGER'S REPORT

- Mr. Downes announced that the strategic planning meetings with the City Council will be held on January 29 and 30. He stated that "Vestavia Hills Listens" portal is a tool that

will provide citizen feedback for these meetings and stated that there is an open poll which ends on December 20 to seek input regarding the strategic process. He stated that there are fewer responses this year than last year so the communications people are reaching out in an attempt to elicit more responses.

COUNCILOR REPORTS

- Mrs. Cook stated she attended the school board meeting this evening and the big news was that State Senator Jabo Waggoner has made a gift of \$40,000 to pay for a Safe Schools Alert System, which is a mobile app to give students a way to report health or safety concerns. The grant will also help train teachers so they can better understand mental health and family issues, which will be a great benefit to the community.
- Mrs. Cook encouraged everyone to review the Inter-City Recycling Challenge page on the City website. She explained that, in the first month of the increased effort to reduce contamination, the City contamination rate actually increased one percent. She stated she hopes the next month will be much better as information is disseminated throughout the City. She stated that there is also a City webpage which has been set up to explain how to recycle correctly and reduce contamination.

APPROVAL OF MINUTES

None.

OLD BUSINESS

RESOLUTION NUMBER 5212

Resolution Number 5212 – A Resolution Authorizing The City Manager To Purchase Cancer Insurance Coverage For Vestavia Hills Fire Fighters Pursuant To Act 2019-361 (public hearing)

MOTION Motion to approve Resolution Number 5212 was by Mr. Weaver seconded by Mrs. Cook.

Mr. Downes stated that this Resolution is to purchase cancer insurance, effective January 2020, pursuant to Alabama Act 2019-361. He indicated that a better quote was submitted at the last moment and he recommended an amendment to the resolution to accept the new low bidder.

The Mayor opened the floor for a motion to amend.

MOTION Motion to amend Resolution 5212 to accept the quote from Chubb rather than the quote submitted by The Hartford was made by Mrs. Cook seconded 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.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

RESOLUTION NUMBER 5213

Resolution Number 5213 – Vacation – Ingress/Egress Easement Located On Lot 5C, Patchwork Farms Recorded In Map Book 241, Page 34, Jefferson County Judge Of Probate And In A Certain Reciprocal Easement And Maintenance Agreement Of Lots 5A, 5B And 5C, Patchwork Farms As Recorded In LR201515, Page 14992, Jefferson County Judge Of Probate; Christopher LLC, Owner (public hearing)

MOTION Motion to approve Resolution Number 5213 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes stated that this request would be to vacate an ingress/egress easement through this lot that was recorded in the private restrictive covenants but not detailed on any plat map. He stated that the petition was signed by the property owners affected and was reviewed and recommended for approval by the City Engineer.

Chris Reebals was present in regard to this request.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2900

Ordinance Number 2900 – Rezoning – 2926 Columbiana Road (2927 Columbiana Court); Elevation Apartments (Formerly Windcliff Apartments); Rezone From Jefferson County R-4 (Multi-Family Residential) To Vestavia Hills R-5 (Multi-Family Residential), Compatible Zoning From A 1983 Annexation;

ECG Vestavia, LLC; Summit Vestavia I, LLC; Summit Vestavia II, LLC As Tenants In Common, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2900 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Weaver stated that this request was recently considered by the Planning and Zoning Commission and unanimously recommended for approval. He stated these apartments were annexed in 1983 but were never compatibly rezoned. This action will rezone them to a compatible Vestavia Hills zoning classification.

The Mayor opened the floor for a public hearing.

Jaclyn Williams, Property Manager, stated she was present in regard to this request.

There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

ORDINANCE NUMBER 2901

Ordinance Number 2901 – Rezoning For A Revised Site Plan And A Conditional Use Approval – 3127 Blue Lake Drive; Lot 10A-, Resurvey Of Lots 8, 9 & 10, Topfield Subdivision And Lot 11, Topfield Subdivision; The Purpose Of The Request Is To Revise A Site Plan Of A B-1.2 Zoned Development And A Conditional Use Approval To Allow An Additional 2,500 Square Foot To Allow For A Total 12,500 Square Foot Building; SWBP Investments, LLC, Owners (public hearing)

MOTION Motion to approve Ordinance Number 2901 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Weaver stated that this request was recently considered by the Planning and Zoning Commission and unanimously recommended for approval. He stated this request would be to allow a revised site plan for a planned commercial development and allow an additional 2,500 square feet within the building to allow for a 12,500 sq. ft. medical office building.

Mrs. Cook asked Mr. Weaver if there had been any residents expressing concern regarding this application at the Planning and Zoning hearing. Mr. Weaver stated there were not.

The Mayor opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

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

NEW BUSINESS

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

The Mayor announced that the following resolutions and/or ordinances will be presented at a public hearing at the Council's regular meeting on January 13, 2020, at 6:00 PM.

- None

CITIZEN COMMENTS

Patrick Boone, 2415 Vestavia Drive, wished everyone a Merry Christmas and a Happy New Year.

At 6:20 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:21 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5216

A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT BY THE CITY OF VESTAVIA HILLS, ALABAMA AND MADDOX ENTERPRISES, LP

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 Maddox Enterprises, LP (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 "(3) Lend its credit to or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of the county or the municipality."

(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 in an amount of approximately \$37,500.00 for the economic development of the Municipality 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 December 27, 2019, 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
PUBLIC MEETING AND PUBLIC HEARING
ON MONDAY, JANUARY 13, 2020
OF
CITY COUNCIL 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 Monday, January 13, 2020 at the Vestavia Hills Municipal Center 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 Maddox Enterprises, LP (the "Owner"), to be dated the date of delivery, pursuant to which City Agreement the City shall make available to the Owner a financial economic grant incentive for purposes referenced in the City Agreement.

The City Agreement shall evidence the agreement of the City to make the following economic development grants to the Owner for the purpose of promoting the economic development of the City regarding the real estate situated at 1459 Montgomery Highway in the City of Vestavia Hills, Jefferson County, Alabama having Parcel ID Number 29-36-4-007-005.000-RR6 and Parcel ID Number 39-01-1-001-002.000-RR2 being more particularly described in a resurvey dated December 4, 2019 prepared by Engineering Design Group, LLC as follows:

“A Resurvey of Lot 1, according to the Motel Investors, Inc. Addition to Vestavia Hills, as recorded in Map Book 86, Page 14, in the Probate Office of Jefferson County, Alabama. Purpose of this Resurvey is to take 1 lots into 2 lots. Situated in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 19 South, Range 3 West, and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama” (the “Property”).

The Property is also described in that Resolution No. 4463 approved and adopted by the City Council of the City of Vestavia Hills, Alabama (“City”) on June 24, 2013, which established a lien in the amount of Seventy-five Thousand Dollars (\$75,000.00) against the Property and in favor of the City which said resolution was filed in the office of the Judge of Probate of Jefferson County, Alabama on June 28, 2013 and recorded at BK: LR201315, Pg: 16803 (the “lien”).

The Owner has contracted to sell Lot 1 of the Resurvey of the Property to Waffle House, Inc. for the construction and operation of a Waffle House restaurant.

The City Agreement provides in substance as follows:

(1) The lien shall be amended so as to provide that: (a) the amount of the lien shall be reduced from Seventy-five Thousand Dollars (\$75,000.00) to Thirty-seven Thousand Five Hundred Dollars (\$37,500.00); and (b) Lot 1 to be sold to Waffle House, Inc. shall be released from the encumbrance of the lien; and (c) the lien in the amount of Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) shall remain an encumbrance and in full force and effect against Lot 2.

(2) That a restrictive covenant be placed on Lot 1 and Lot 2 that businesses operated on said lots shall be in buildings as defined in Section 2.1.17 of the City Zoning Code.

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

The business entities to whom or for whose benefit the City propose to grant public funds (\$37,500.00 reduction in the amount of the lien) or thing of value are the Owner and the entities that locate in the facilities established by the Owner.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Agreement 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.

(g) The City has a lien in the amount of \$75,000.00 against the Property owned by Maddox Enterprises, LP (“Owner”) which said lien is dated June 24, 2013, filed in the office of the Judge of Probate of Jefferson County, Alabama on June 28, 2013 and recorded at BK: LR201315, Pg. 16803.

(h) The Council finds and determines that the expenditure of public funds for the purposes specified herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; that the grant of public funds as aforesaid will increase employment in the City and increase the tax and revenue base of the City; and that the business entities to whom or for whose benefit the City proposes to grant public funds (\$37,500.00 reduction in the amount of the lien) or thing of value are the Owner and the entities that locate in the facilities established by the Owner.

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

(a) a copy of the Special Economic Development Agreement is attached hereto, marked as Exhibit 1 and incorporated into this Resolution Number 5216 by reference as though set out fully herein; and

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

(c) 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 and City Manager shall approve, which approval shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided.

SECTION 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement 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 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, 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. 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 5. 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 6. This resolution shall take effect immediately upon:

(a) the approval and adoption thereof by the City Council; and

(b) the execution and delivery of the Special Economic Development Agreement by the City of Vestavia Hills, Alabama and Maddox Enterprises, LP; and

(c) Resolution Number 5216 is subject to and contingent upon the closing of the sale of Lot 1-A as shown on the resurvey by Maddox Enterprises, LP, as “Seller,” and Waffle House, Inc., as “Purchaser”; and

(d) the execution and delivery of a property Warranty Deed by Maddox Enterprises, LP conveying said Lot 1-A to Waffle House, Inc.; and

(e) the deed referred to in (d) above shall be filed for record in the office of the Judge of Probate of Jefferson County, Alabama; and

(f) filing a certified copy of this Resolution Number 5216 and the Special Economic Development Agreement for record in the office of the Judge of Probate of Jefferson County, Alabama; and

(g) if any one or more of the actions described in this Section 6(a), (b), (c), (d), (e) and (f) are not taken, done or completed, then in such event this Resolution Number 5216 shall automatically be cancelled, terminated, null, void and of no legal force and effect whatsoever.

SECTION 7. Upon the filing of a certified copy of this Resolution Number 5216 and the Special Economic Development Agreement for record in the office of the Judge of Probate of Jefferson County, Alabama, the following instruments shall be released and cancelled of record as to Lot 1 only:

- (a) Lis Pendens recorded in Book LR201213, Page 15108;
- (b) Lis Pendens recorded in Book LR201315, Page 297;
- (c) Resolution No. 4463 recorded in Book LR201315, Page 16803;
- (d) Notice of Certified Judgment recorded in Book LR201316, Page 18474;
- (e) Judgment against Maddox Enterprises, LP recorded in Book LR200903, Page 8090.

These matters, as modified herein, are not released from Lot 2 and shall remain an encumbrance and in full force and effect against Lot 2.

RESOLVED, DONE, ADOPTED and ORDERED, on this the 13th day of January, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
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
 Rusty Weaver, Mayor Pro-Tempore
 Kimberly Cook
 George Pierce
 Paul Head

Nays: None

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

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

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

THIS SPECIAL ECONOMIC DEVELOPMENT AGREEMENT (“the Agreement”), is hereby made and entered on this the _____ day of January, 2020 by and between the City of Vestavia Hills, Alabama, a municipal corporation (hereinafter referred to as “City”), and Maddox Enterprises, LP (hereinafter referred to as the “Owner”).

WITNESSETH THESE RECITALS:

WHEREAS, Maddox Enterprises, LP, as Owner, owns the real estate situated at 1459 Montgomery Highway in the City of Vestavia Hills, Jefferson County, Alabama having Parcel ID number 39-01-1-001-002.000-RR2, which at one time was more particularly described as follows:

Lot 1, according to the Survey of Motel Investors Addition to Vestavia Hills, as recorded in Map Book 86, Page 14, in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and except that part conveyed to Koger Properties, Inc. by deed recorded in Real Volume 2138, page 797 and that part conveyed to SouthPark, Ltd. by deed recorded in Real Volume 2138, page 802; and

WHEREAS, Maddox Enterprises, LP, as Owner, also owns the real estate situated at 1459 Montgomery Highway in the City of Vestavia Hills, Jefferson County, Alabama having Parcel ID number 29-36-4-007-005.000-RR6, which at one time was more particularly described as follows:

A part of Lot 6, according to the Survey of Shady Springs, Meek’s First Addition, as recorded in Map Book 15, Page 31, in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the Southwest ¼ of the Southeast ¼ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

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Commence at the southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama; thence run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section line 242.17 feet to the Point of Beginning; thence 32 degrees 49 minutes 16 seconds right, and run in a Northwesterly direction along a line that is 3.00 feet South of and parallel to the edge of a 102" by 62" concrete pipe to a point on a curve, said point being on the easterly right-of-way line of U.S. Highway 31; thence 86 degrees 20 minutes 01 seconds left to the tangent of said curve having a central angle of 01 degrees 20 minutes 16 seconds and a radius of 4,483.65 feet; thence run in a Southwesterly direction along said right-of-way 104.69 feet to the South $\frac{1}{4}$ - $\frac{1}{4}$ Section line of said $\frac{1}{4}$ section; thence 54 degrees 51 minutes 00 seconds left to the tangent of the preceding curve and leaving said right-of-way, run 92 feet in an Easterly direction to the Point of Beginning; and

WHEREAS, the real estate and improvements more particularly described above shall hereinafter be referred to as the "Property"; and

WHEREAS, Owner utilized the Property for the operation of a hotel and restaurant for many years; and

WHEREAS, on July 23, 2012 the City Council approved and adopted Resolution Number 4322 declaring the building on the Property to be unsafe to the extent that it was a public nuisance and subject to demolition; and

WHEREAS, Owner disagreed with the decision of the City Council and filed a Notice of Appeal in the Civil Division of the Circuit Court of Jefferson County, Alabama in case number CV-2012-01905 styled *City of Vestavia Hills v. Maddox Enterprises, LP, et al* (the "lawsuit"); and

WHEREAS, the lawsuit was settled by mediation on May 22, 2013, which Settlement Agreement provided that Owner would demolish the building within a seven-month period at its sole expense; and

WHEREAS, on May 29, 2013, the City Council approved and adopted Resolution Number 4455 approving the settlement; and

WHEREAS, Owner failed and refused to demolish the building as agreed upon in the Settlement Agreement; and

WHEREAS, the City hired Tomlin Excavating and Demolition to demolish the building; and

WHEREAS, Tomlin Excavating and Demolition demolished the building; and

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WHEREAS, on June 24, 2013, the City Council approved and adopted Resolution Number 4463 and assessed the sum of Seventy-five Thousand Dollars (\$75,000.00) to be the cost reasonably incurred by the City through May 22, 2013 in connection with the prosecution of the demolition action of the building and established a lien (“lien”) against the Property for that amount; and

WHEREAS, a copy of the lien was filed in the office of the Judge of Probate of Jefferson County, Alabama on June 28, 2013 and recorded at BK: LR201315, Pg. 16803 (the “lien”); and

WHEREAS, to date Owner has paid none of the indebtedness secured by the lien; and

WHEREAS, Owner has requested the City to forgive the indebtedness of the lien and to release the Property from the encumbrance of said lien; and

WHEREAS, Section 94 of the *Constitution of Alabama*, as amended by Amendments 112 and 558, prohibits a city from lending its credit or to grant public money or thing of value in aide of or to any individual, association or corporation whatsoever; and

WHEREAS, the Supreme Court of Alabama has interpreted the language of Section 94 of the *Constitution of Alabama*, and held that governmental bodies such as a city may spend municipal funds only for public purposes (*Slawson v. Alabama Forestry Commission*, 631 So.2d 953 (1994)); and

WHEREAS, on April 6, 2004, the Legislature of the State of Alabama enacted Act 2004-094 to propose an amendment to the *Constitution of Alabama of 1901*. The proposed constitutional amendment appeared as Amendment Number 3 on the ballot for the statewide referendum conducted during the National Election on November 11, 2004. Voters in Alabama approved the constitutional amendment by a vote of 727,630 in favor and 584,014 against. The constitutional amendment known as “Amendment 772” was, therefore, ratified and brought forward as Article IV, §94.01 to the *Constitution of Alabama of 1901*, which reads in pertinent part as follows:

“(a) The governing body of any county, and the governing body of any municipality located therein, for which a local constitutional amendment has not been adopted authorizing any of the following, shall have full and continuing power to do any of the following:

(3) Lend its credit to or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of the county or the municipality.

(c) Neither the county nor any municipality located therein shall lend its

Special Economic Development Agreement
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credit to or grant any public funds or thing of value to or in aid of any private entity under the authority of this amendment unless prior thereto both of the following are satisfied:

(1) The action proposed to be taken by the county or municipality is approved at a public meeting of the governing body of the county or municipality, as the case may be, by a resolution containing a determination by the governing body that the expenditure of public funds for the purpose specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(2) At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county or municipality, as the case may be, describing in reasonable detail the action proposed to be taken, a description of the public benefits sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the county or the municipality proposes to lend its credit or grant public funds or thing of value.

For purposes of the foregoing, any sale, lease, or other disposition of property for a price equal to the fair market value thereof shall not constitute the lending of credit or a grant of public funds or thing of value in aid of a private entity.”; and

WHEREAS, the Supreme Court of Alabama has held that predisposing an issue before it is heard and considered by the governing body can constitute a denial of due process (*Chandler v. City of Lanett*, 424 So.2d 1307 (1982); and *City of Huntsville v. Biles*, 489 So.2d 509 (1986)); and

WHEREAS, the Alabama Open Meetings Act (“OMA”) set forth at Title 36-25A-1, et seq., *Code of Alabama, 1975*, requires that the deliberative process of conducting business by governmental bodies shall be open to the public during meetings and that no meeting may be held without providing notice as required by OMA; and

WHEREAS, based upon the legal authorities cited above, the City cannot act upon the request by Maddox unless and until the City has completed the process as required by Article IV §94.01 of the *Constitution of Alabama* (Amendment No. 772) at a public meeting in compliance with the Alabama Open Meetings Act; and

WHEREAS, Owner has heretofore made an oral request to the City to release a portion of the Property from the encumbrance from the lien; and

WHEREAS, the City Council approved and adopted Ordinance Number 2902 on November 25, 2019 agreeing to conduct a public hearing to consider the Owner’s request pursuant to the

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authority of Article IV §94.01 of the *Constitution of Alabama* if the Owner would first resurvey and replat the Property into two separate lots; provide the City with a copy of a Real Estate Sales Contract wherein a third party offers to purchase one of the lots and use it for retail commercial purposes; and to place a restrictive covenant on the Property that requires that businesses operating on said Property use a permanent building to do so; and

WHEREAS, the Owner submitted to the City a Real Estate Sales Contract by and between Maddox Enterprises, LP, as Seller, and Waffle House, Inc., as Purchaser, dated August 6, 2019 and a First Amendment thereto dated October 31, 2019; and

WHEREAS, the Owner had the Property resurveyed into two lots by a resurvey prepared by Engineering Design Group, LLC and dated December 4, 2019; and

WHEREAS, the Property is now more particularly described as follows:

“A Resurvey of Lot 1, according to the Motel Investors, Inc. Addition to Vestavia Hills, as recorded in Map Book 86, Page 14, in the Probate Office of Jefferson County, Alabama. Purpose of this Resurvey is to take 1 lots into 2 lots. Situated in the Northwest ¼ of the Northeast ¼ of Section 1, Township 19 South, Range 3 West, and the Southwest ¼ of the Southeast ¼ of Section 36, Township 18 South, Range 3 West, Jefferson County, Alabama” (the “Property”); and

WHEREAS, the subdivision plat was filed in the office of the Judge of Probate of Jefferson County, Alabama on _____ and recorded at _____; and

WHEREAS, the Agreement authorized by the City Council on November 25, 2019 with the enactment of Ordinance Number 2902 was signed by the City and Owner on December 13, 2019; and

WHEREAS, the Owner, by letter dated December 18, 2019 to City Manager Jeff Downes, requested that the City Council convene a public meeting for the purpose of considering said Owner’s request; and

WHEREAS, the City Council scheduled a public hearing at its regularly scheduled meeting on Monday, January 13, 2020, beginning at 6:00 p.m. to consider the Owner’s request; and

WHEREAS, a legal notice of said scheduled meeting was published in December 27, 2019 edition of *The Birmingham News* as required by Article IV §94.0(c)(2) of the *Constitution of Alabama*; and

WHEREAS, the City is willing to grant public funds in the amount of Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) by reducing the amount of the lien described above for the purpose of promoting the economic development of the City; and

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WHEREAS, the City further finds and determines that the expenditure of public funds for the purposes specified herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, the City further finds and determines that the grant of public funds as aforesaid will increase employment in the City and increase the tax and revenue base of the City; and

WHEREAS, the City further finds and determines that the business entities to whom or for whose benefit the City proposes to grant public funds (\$37,500.00 reduction in the amount of the lien) or thing of value are the Owner and the entities that locate in the facilities established by the Owner.

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

I. RECITALS

The recitals set forth in the premises above are hereby incorporated into this Special Economic Development Agreement by reference as though set out fully herein.

II. THE LIEN

The lien dated June 24, 2013 in favor of the City and against the Property owned by Maddox Enterprises, LP filed in the office of the Judge of Probate of Jefferson County, Alabama on June 28, 2013 and recorded at BK: LR201315, Pg. 16803 is hereby amended as follows:

A. The amount of the lien be and is hereby reduced from Seventy-five Thousand Dollars (\$75,000.00) to Thirty-seven Thousand Five Hundred Dollars (\$37,500.0); and

B. Lot 1-A as shown on the resurvey to be sold to Waffle House, Inc. be and is hereby released from the encumbrance of the lien; and

C. Lot 2-A as shown on the resurvey shall remain subject to the encumbrance of the lien in the amount of Thirty-seven Thousand Five Hundred Dollars (\$37,500.00).

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D. Any and all other terms, provisions and conditions of Resolution Number 4463 enacted by the City Council of the City of Vestavia Hills, Alabama on June 24, 2013 (filed in the office of the Judge of Probate of Jefferson County, Alabama on June 28, 2013 and recorded at BK: LR201315, p.16803) not amended herein are reconfirmed and ratified so that the same shall remain in full force and effect.

III. RESTRICTIVE COVENANT

The Property, being Lot 1-A and Lot 2-A in the resurvey, shall be subject to the following perpetual restrictive covenant:

“All persons, firms, partnerships, corporations and other legal entities operating a business on the Property shall conduct said businesses in a permanent and stationary building as defined in the City of Vestavia Hills Zoning Code Ordinance Number 2331. No temporary structure shall be used on the property for the operation of any business or other commercial enterprise. This restrictive covenant shall be a covenant running with the land perpetually and shall be binding on the owners of the Property and all of their heirs, successors and assigns.”

IV. EFFECTIVE DATE OF SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

This Special Economic Development Agreement is subject to and contingent upon the closing of the sale of Lot 1-A as shown on the resurvey by Maddox Enterprises, LP, as “Seller,” to Waffle House, Inc., as “Purchaser.” This Special Economic Development Agreement shall have no legal force and effect unless and until Maddox Enterprises, LP executes and delivers a proper Warranty Deed conveying said Lot 1-A to Waffle House, Inc. and the said deed is filed for record in the office of the Judge of Probate of Jefferson County, Alabama. If the sale is not closed and the deed is not executed, delivered and filed for record as aforesaid, then in such event this Special Economic Development Agreement shall automatically be cancelled, terminated, null, void and of no legal force and effect whatsoever.

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

THE CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Mayor

By _____
Jeffrey D. Downes
City Manager

Special Economic Development Agreement
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ATTESTED:

By _____

MADDOX ENTERPRISES, LP

By _____
Larry Maddox
Its President

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Larry Maddox, whose name as President of Maddox Enterprises, LP, is signed to the foregoing Special Economic Development Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said Maddox Enterprises, LP on the day the same bears date. Given under my hand and official seal, this the _____ day of January, 2020.

Notary Public

My Commission Expires:

SEAL

Special Economic Development Agreement
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**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of Maddox Enterprises, LP, is signed to the foregoing Special Economic Development Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he/she in his/her capacity as such and with full authority, executed the same voluntarily for and as the act of said Maddox Enterprises, LP on the day the same bears date. Given under my hand and official seal, this the _____ day of January, 2020.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of January, 2020.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA

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JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of January, 2020.

Notary Public

My Commission Expires:

SEAL

RESOLUTION NUMBER 5217

A RESOLUTION APPOINTING A MEMBER TO THE JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY BOARD

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

1. Dr. Bill Brunson is hereby appointed to serve on the Jefferson-Blount-St. Clair Mental Health Authority as representative of the City of Vestavia Hills; and
2. This appointment shall become effective immediately upon adoption and approval and shall continue until the Mayor and Council amend this Resolution Number 5217; and
3. This Resolution Number 5217 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of January, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Ashley Curry
Sent: Wednesday, January 08, 2020 9:05 AM
To: Rusty Weaver; George Pierce; Kimberly Cook; Paul Head
Cc: Jeff Downes; Rebecca Leavings
Subject: Bill Brunson-Appointment to JBS Mental Health Authority

All,

The city of Vestavia Hills supports the Jefferson-Blount-St. Clair Counties Mental Health Authority (JBSMHA). This agency provides mental health services to individuals in the tri-county area including 175 mentally ill individuals in Vestavia Hills. Per Melvin Turner, we have supported this agency for the past 16 years and currently budget \$7200 per year. Because of our support, the city has representation on their board. Mr. Bob Terry, a Vestavia Hills resident, has served on the board for the past six years. Mr. Terry wholeheartedly supports this agency and our city's participation, but after six years he is seeking other opportunities to serve the city. He had been appointed by Mayor Zaragosa and confirmed by the City Council.

Sophia Holloway, Executive Assistant, JBSMHA, has asked me to appoint a new Vestavia Hills representative. Their board is comprised of professional counselors, parents of mentally ill individuals, and other professionals. I have reached out to Dr. Bill Brunson, Senior Pastor at Vestavia Hills United Methodist Church and asked about his interest in this appointment. Several months ago, he had asked about serving the city in some capacity. This seems to be a good fit for him, especially in light of the family counseling and pastoral care that he provides to any number of families. He is interested in serving and therefore, I will recommend him for this position.

Per this email, I am asking Becky to place this item on the agenda for the Council Meeting of January 13th.



ASHLEY C. CURRY

Mayor

P 205 978 0130 | vhal.org

City of Vestavia Hills

  WWW.ALIFEABOVE.ORG

ORDINANCE NUMBER 2907

AN ORDINANCE ACCEPTING A REQUEST FOR PROPOSAL FOR THE SALE OF CONCESSIONS TO PATRONS AT CITY RECREATIONAL FACILITIES AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH FH CONCESSION GROUP FOR THE SALE OF CONCESSIONS TO PATRONS AT CITY RECREATIONAL FACILITIES

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

1. The City Council of the City of Vestavia Hills, Alabama, accepts the proposal submitted by Frank Hernandez, FH Concession Group, for sale of concessions to patrons at City Recreational Facilities; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with FH Concession Group for the sale of concessions to patrons at City Recreational Facilities; and
3. A copy of said proposal and agreement is marked as “Exhibit A” attached to and incorporated into this Ordinance Number 2907 as if written fully therein; and
4. This Ordinance Number 2907 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of January, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

INTEROFFICE MEMO

Date: December 26, 2019

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Parks and Recreation Concession Agreement

The concessions for Parks and Recreation facilities have been outsourced for more than 15 years at most facilities. The current agreement with Turner Food Systems expired this year, and as you are aware, Trent passed away earlier this year. We contracted on an interim basis with Frank Hernandez to get through the fall seasons.

Requests for proposals were sent out to many local food vendors and concessionaires. Two proposals were submitted, however only one of them was complete. FH Concession Group (Frank Hernandez) submitted a complete proposal and it is attached.

Jason and I met with Frank Hernandez to discuss the future agreement. Earl Lawson, member of the Parks and Recreation Board put the attached agreement together for the last agreement with Turner Food Systems. There are no expenditures required from the city.

The Park Board discussed concessions at a work session, and based on the interim service the concessions received from Frank Hernandez, they look forward to working with him on a more permanent basis. We would like this on the next available council agenda for approval.

CC: Kirk McCulley, President of the Parks and Recreation Board
Jason Burnett, Parks and Recreation Superintendent

FH Concessions Group

Concession Proposal
Liberty Park Complex
Sicard Hollow Complex

FH Concessions Group

Organization Responsible for Service

FH Concession Group, LLC (FHCG)

Frank Hernandez, Owner

Himes Fernekes - Concession Food and Supplies

Taylor McGill – Customer Service

FH Concessions Group

Background and Experience

FH Concession Group (Frank Hernandez)

The concept and services used at the Concessions Group started 5 years ago when given the opportunity to organize and enhance the concessions services at the Vestavia Hills High School Football Concessions.

In a period of 2 years we transformed the concession services into a more reliable, cost effective and efficient process. The concept was to consolidate the inventory and get a better price position with vendors, expand the inventory of food option and make it a more affordable and in tune with visitors needs. Last, to integrate technology for better management of the inventory and money management.

Once these items were implemented and finetuned, the concept was replicated across all Vestavia Hills High School sports concessions, fundraising events and school clubs.

This new model proved to be very efficient and started to produce better results for fundraising for the respective sports, school clubs, fundraising events and other groups at the school band, choir and theater class and clubs.

The concession partners with vendors from the City of Vestavia Hills representing and selling their products. This provides a better experience for the customer accessing quality food at affordable prices. It helps to have a better and pleasant experience at parks and events and many times the benefit of enjoying good food without having to leave the premises.

In addition, I have developed and process using technology to generate reports and information to assist to better determine amount food required and necessary for a specific event based on number of participants, weather and other factors. This also allows us to generate a database on information as reference for future events. Also we are able to customize behavior and demand per concession and base of specific sports, organizations and/or events

Overall benefits:

Access to vendor that supplies quality items and can access better pricing levels by consolidation volume and delivery in a timely manner.

Partnership with city vendors to access quality food and diverse options at an affordable price to allow good business exchange among both groups.

Allow organizations staff, teachers, coaches and others to fully focus their time and efforts toward their respective event or work while we use our expertise to provide a high-end service.

FH Concessions Group

Ready to handle multiple events at the same time with no limitations related to the size of the event.

Usage of data to better manage inventory and needs for specific event and concession.

All the items together help with the overall purpose of the concession and a business to offer a great service as food provider and efficient ways to produce sales.

During the past years the sales and net income that at the end it was distributed among multiple sports and organizations has been a significant factor for the school. Past year overall sales were about \$247,000 and about \$125,000 stayed within the school.

We service 6 different concession sites (Football Main, Football Upper, Baseball, Gym, Softball and Liberty Park Middle School), 2 kiosks setup and remote setup and school location such as cafeteria and parking.

Sports and organization service;

- VHHS Band (away and competition meals)
- VHHS Choir (State Wide Choir Competition)
- VHHS Debate Team (State Wide Debate Competition)
- VHHS Theater (State Wide School Conference and Competition)
- VHHS Math (Regional Competition)
- RISE (multiple fundraising events)
- Football
- Soccer Boys
- Soccer Girls
- Track (4-6 Track meets per year)
- Wrestling (Games and tournaments)
- Basketball (Games and tournaments)
- Volleyball (Games and tournaments)
- Baseball (Games and tournaments)
- Softball (Games and tournaments)
- Soccer Tournament
- Chamber of Commerce (city wide event)

We are ready and have experience to handle concession events as small as 50+ people all the way to 5,000+.

FH Concessions Group

Financial for First Year of Operations

Proposed Distribution

1. FHCG will pay \$200 per concession per month. For this proposal will be the amount of \$800 a month for concept of "Rent".
2. Sales % Distribution
 - a. Monthly sales between \$0 - \$25,000 the city will receive **16%** of the sales.
 - b. Monthly sales between \$25,001 – \$50,000 the city will receive **20%** of the sales
 - c. Monthly sales between \$50,001 - \$75,000 the city will receive **25%** of the sales
 - d. Monthly sales over \$75,0001 the city will receive **30%** of the sales
3. Reports and payments will be submitted on a monthly basis by the second Monday of the month.

FH Concessions Group

References

Dr. Tyler Burgess

VHHS Principal

205-281-1710

Jeff Segars

VHHS Athletic Director

205-240-9256

Mrs. Tonya Rozell

Principal

Liberty Park Middle School

205-470-1393

Mrs. Lisa Greer

VHHS - Bookkeeper

205-402-5288

Mrs. Lyndsey Jackson

Chick Fil A – Vestavia Hills

Marketing Director

850-776-9032

Mr. Jerrel Horton

VHHS – Band Director

205-999-1892

Mr. Justin Demarco

Sales Regional Director

Coca Cola Company

205-453-6111

Mr. Shane Morris

Buffalo Rock

Sales Manager

FH Concessions Group

Equipment

As part of the services and product offerings at the concessions we are planning to integrate the following equipment. Also, will pursue to have equipment and on services from other vendors for items as ICEE, ice cream and other food offerings.

- Pop Corn machine
- Microwave
- Warmers for water or coffee
- Food warmers
- Pretzel warmers
- Hot Dogs Grillers (when necessary)
- Nacho Cheese warmers
- Freezer for ice cream – may be branded
- ICEE machines (pending agreement with vendor)
- Cleaning equipment
- Vacuum cleaners
- Cash box registers
- iPads or equivalent
- Money Safe box
- Utensils as necessary
- Required health department items
- Necessary racks
- Totes and drawers for supplies
- Security Cameras
- Fans and/or warmers if necessary
- Display racks for food items such as candy, chips, fruits and others
- Racks to handle condiments
- Cleaning equipment (buckets, mop, sweeper, etc)
- Racks for cups and lids
- Signage in each concession and surrounding areas
- Trash cans as needed

FH Concessions Group

Menu and Prices

The proposed approach for food services for these concessions will be mainly to partner with food vendor/suppliers for the City of Vestavia or others to provide great selection of food options. The proposed vendors which we currently partner with are:

Buffalo Rock

Chick Fil A

Mugshots

Moe's BBQ

Taziki's

Jimmy John

Subway

Papa John's

Domino's Pizza

Donato's Pizza

Bruster's Ice Cream

Others TBD

Note: Not all these items or vendors will be in every concession and every game. We will make a selection of the best options based on availability, event, size and/or number of attendees.

FH Concessions Group

Concessions

Menu Items

Food

Chick Fil A (Sandwich or Nuggets)	\$5
Hamburgers or Cheeseburgers	\$5
Taziki's (Chicken Roll-Ups)	\$5
Moe's Original BBQ	\$6
BBQ Nachos	\$5
Sandwiches (Ham, Turkey, Turkey)	\$4
Pizza (Cheese or Pepperoni)	\$3
Hot Dogs	\$2

Drinks

Bottled Drinks	\$2
Water	\$2
Gatorade	\$3
Coffee	\$2
Hot Chocolate	\$2
Ice Coffee	\$4
ICEE or Slushee	TBD

Snacks, Sweets and Candies

Nachos	\$3
Pretzels	\$3

FH Concessions Group

Pop Corn	\$2
Chips	\$1
Candy	\$2
Muffins	\$1/\$2
Bruster's Ice Cream Sandwich	\$3/\$4
Cookies	\$1
Fruits	\$1
Fruit Cup	\$4
Cotton Candy	\$3

Breakfast

Chick Fil A (Biscuits or Minis)	\$3
Muffins	\$1
Orange or Apple Juice	\$2

Combo Meals

(All combo meals include bottle drink, food items and candy)

Food items option: Pizza, Hot Dog, Sandwich	\$6
Food items option: CFA, Taziki's, Burger	\$8

FH Concessions Group

Clean-Up Process

This is one of the most important aspects of the concession operations. Our concept is to run and keep the concession like every day we are going to have a health inspection.

Event Routine

During operation: counters, equipment and floor should be kept clean and organized. At the end of every event the concession must be as a minimum;

- Clean all counters for Clorox wipes or equivalent
- Sweep all floors
- Clean equipment as warmers, microwave, cheese dispensers and pop-corn machines.
- Remove all empty boxes from concession area.
- Remove trash bags and place outside back door or main entrance.
- Remove all left-over warm food. These items will be donated.
- No trash food inside concession overnight.
- All utensils must be washed at the end of the night.

Monthly Routine

We will perform a monthly inspection of the concessions. This will be applicable to the following:

- Overall facility
- All appliances
- All equipment
- Check floor areas under equipment
- Check cleaning supplies
- Check outside window areas
- Floor cleaning
- Storage area inspections

Quarterly Routine

The main purpose here is to go over and review for necessary deep cleaning of any areas. Including but not limited:

- In addition to work on the external and internal windows/door areas.
- Deep cleaning of all freezers and fridge areas.
- Apply cleaning chemicals to pop corn machines to remove "burned" material from cooker.
- Overall inspection of cleaning and address any issues with staff or city officials.

FH Concessions Group

Attachment A

ATTACHMENT A

CERTIFICATION OF PROPOSER


PROPOSAL SUBMITTED BY:

Company Name: FH Concessions Group
Contact Person: Frank Hernandez
Address: 4492 Galew Way
Mailing Address (If different): _____
City, State and Zip Code: Vestavia Hills, AL 35242
Telephone No: 205 281 8536

I certify that I am affiliated with the above noted company or individual and authorized to enter into a contract for concession rights and services for the City of Vestavia Hills as set forth in the Request for Proposal and the attached submission in response to such request. I further certify that the proposer will be able to comply with the insurance provisions of the City, and that the proposer will obtain all necessary licenses and permits for the operation of the proposed concession as required by the State of Alabama, Jefferson County, the City of Vestavia Hills or any other lawful authority.

Proposer:

Frank Hernandez (Please Print)

Signature:  Date: 11/2/19

FH Concessions Group

City of Vestavia Hills

Business License

Avenu Business License Department
PO Box 830725
Birmingham, AL 35283-0725



Toll Free Phone: (800) 556-7274
Toll Free Fax: (844) 528-6529

Email: businesslicensesupport@avenuinsights.com
Website: www.avenuinsights.com

Remittance address:
Avenu Business License Department
PO Box 830725
Birmingham, AL 35283-0725

Account No.: 460290

October 31, 2019

FH CONCESSIONS GROUP LLC
1973 MERRYVALE ROAD
VESTAVIA HILLS, AL 35216-0000

Avenu is the administrating agent for Vestavia Hills, AL business licenses. Avenu has been notified that your business is currently conducting or preparing to conduct business within the city limits and/or in the police jurisdiction of Vestavia Hills, AL.

Board Certification/Permit: All municipalities are required to obtain a copy of individual/entities board certifications and/or permits prior to issuance of a municipal business license. Please enclose a copy of your board certification/permit along with your application and payment. Some of the types of businesses that most commonly require board certification/permits are:

General Contractors	Cosmetologists
Certain Types of Sub-Contractors	Professionals
Restaurants	Sellers of Alcohol, Beer and Wine
Electrical Contractors	

For a complete list of the types of businesses that require board certification/permits, visit our website at www.avenuinsights.com (Taxpayer → Alabama → Taxpayer Forms → Keyword: Certification)

The certification and/or permit required are not the same as your Alabama State License. Our office cannot accept your Alabama State License as proof of certification.

Enclosed you will find an application for obtaining the required business license(s). If there are any additions, subtractions, or discrepancies regarding the schedules or amounts listed on the application, please review the entire business license fee schedule at www.avenuinsights.com, (Taxpayer → Alabama → Taxpayer Forms → Keyword: Type Jurisdiction Name). You may also contact the Avenu Business License Department at (800)-556-7274 or by emailing businesslicensesupport@avenuinsights.com.

Make your check payable to Tax Trust Account and mail to:

Avenu
Attention: Business License Administration
PO Box 830900
Birmingham, AL 35283-0900

Sincerely,
Avenu Business License Administration

Enclosure

FH Concessions Group

Health Department Permits

JEFFERSON COUNTY DEPARTMENT OF HEALTH

FOOD PERMIT

PERMIT NO. 25217

DATE ISSUED 11/14/2019

AN INSPECTION BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF HEALTH HAS DETERMINED REASONABLE COMPLIANCE WITH THE REQUIREMENTS OF JEFFERSON COUNTY REGULATIONS GOVERNING THE MANUFACTURE, PREPARATION, DISPLAY, AND SERVICE OF FOODS, CONFECTIONS, AND BEVERAGES; THEREFORE A FOOD PERMIT IS ISSUED TO:

LIBERTY PARK SOFTBALL

**LOCATED AT: 4700 SICARD HOLLOW RD
VESTAVIA, AL 35242**

TO ENGAGE IN THE BUSINESS OF MANUFACTURING, PREPARING, HANDLING, SERVING, OR DISTRIBUTING FOOD INTENDED FOR HUMAN CONSUMPTION IN THE COUNTY OF JEFFERSON IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE COUNTY AND THE STATE OF ALABAMA.

THE NATURE OF THE BUSINESS IS CLASSIFIED AS FOLLOWS:

FOOD PERMIT - LEVEL 2

THIS PERMIT IS VALID FROM DATE OF ISSUE, IS NOT TRANSFERABLE AND IS RENEWABLE IN ACCORDANCE WITH THE LAWS PERTAINING THERETO UNLESS SUSPENDED OR REVOKED. IT SHALL BE CONSPICUOUSLY POSTED ON THE PREMISES FOR WHICH ISSUED.

*** NON TRANSFERABLE * EXPIRATION DATE 9/30/2020**



Approved by:
Mark E. Wilson, M.D.
Health Officer

Jonathan Stanton, Director
Environmental Health Services



JEFFERSON COUNTY
DEPARTMENT OF HEALTH
1400 Sixth Avenue South
Birmingham, Alabama 35202

Invoice Number: 92162003049

11/14/2019

Payment For: Food Permit - Level 2

Received From: Liberty Park - FH Concessions Group LLC

Amount: \$350.00

Received by

JEFFERSON COUNTY DEPARTMENT OF HEALTH

FOOD PERMIT

PERMIT NO. 25218

DATE ISSUED 11/14/2019

AN INSPECTION BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF HEALTH HAS DETERMINED REASONABLE COMPLIANCE WITH THE REQUIREMENTS OF JEFFERSON COUNTY REGULATIONS GOVERNING THE MANUFACTURE, PREPARATION, DISPLAY, AND SERVICE OF FOODS, CONFECTIONS, AND BEVERAGES; THEREFORE A FOOD PERMIT IS ISSUED TO:

LIBERTY PARK SOCCER

**LOCATED AT: 4700 SICARD HOLLOW RD
VESTAVIA, AL 35242**

TO ENGAGE IN THE BUSINESS OF MANUFACTURING, PREPARING, HANDLING, SERVING, OR DISTRIBUTING FOOD INTENDED FOR HUMAN CONSUMPTION IN THE COUNTY OF JEFFERSON IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE COUNTY AND THE STATE OF ALABAMA.

THE NATURE OF THE BUSINESS IS CLASSIFIED AS FOLLOWS:

FOOD PERMIT - LEVEL 2

THIS PERMIT IS VALID FROM DATE OF ISSUE, IS NOT TRANSFERABLE AND IS RENEWABLE IN ACCORDANCE WITH THE LAWS PERTAINING THERETO UNLESS SUSPENDED OR REVOKED. IT SHALL BE CONSPICUOUSLY POSTED ON THE PREMISES FOR WHICH ISSUED.

*** NON TRANSFERABLE * EXPIRATION DATE 9/30/2020**



Approved by:
Mark E. Wilson, M.D.
Health Officer

Jonathan Stanton
Jonathan Stanton, Director
Environmental Health Services



**JEFFERSON COUNTY
DEPARTMENT OF HEALTH**
1400 Sixth Avenue South
Birmingham, Alabama 35202

Invoice Number: 92162003049

11/14/2019

Payment For: Food Permit - Level 2

Received From: Liberty Park - FH Concessions Group LLC

Amount: \$350.00

Telesia Hill

Received by

JEFFERSON COUNTY DEPARTMENT OF HEALTH

FOOD PERMIT

PERMIT NO. 25219

DATE ISSUED 11/15/2019

AN INSPECTION BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF HEALTH HAS DETERMINED REASONABLE COMPLIANCE WITH THE REQUIREMENTS OF JEFFERSON COUNTY REGULATIONS GOVERNING THE MANUFACTURE, PREPARATION, DISPLAY, AND SERVICE OF FOODS, CONFECTIONS, AND BEVERAGES; THEREFORE A FOOD PERMIT IS ISSUED TO:

LIBERTY PARK BASEBALL

**LOCATED AT: 4700 SICARD HOLLOW RD
VESTAVIA, AL 35242**

TO ENGAGE IN THE BUSINESS OF MANUFACTURING, PREPARING, HANDLING, SERVING, OR DISTRIBUTING FOOD INTENDED FOR HUMAN CONSUMPTION IN THE COUNTY OF JEFFERSON IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE COUNTY AND THE STATE OF ALABAMA.

THE NATURE OF THE BUSINESS IS CLASSIFIED AS FOLLOWS:

FOOD PERMIT - LEVEL 2

THIS PERMIT IS VALID FROM DATE OF ISSUE, IS NOT TRANSFERABLE AND IS RENEWABLE IN ACCORDANCE WITH THE LAWS PERTAINING THERETO UNLESS SUSPENDED OR REVOKED. IT SHALL BE CONSPICUOUSLY POSTED ON THE PREMISES FOR WHICH ISSUED.

* NON TRANSFERABLE * EXPIRATION DATE 9/30/2020



Approved by:
Mark E. Wilson, M.D.
Health Officer

Jonathan Stanton
Jonathan Stanton, Director
Environmental Health Services



JEFFERSON COUNTY
DEPARTMENT OF HEALTH
1400 Sixth Avenue South
Birmingham, Alabama 35202

Invoice Number: 92162003053

11/15/2019

Payment For: Food Permit - Level 2

Received From: Liberty Park - FH Concessions Group LLC

Amount: \$350.00

Felicia Hill

Received by

JEFFERSON COUNTY DEPARTMENT OF HEALTH

FOOD PERMIT

PERMIT NO. 25220

DATE ISSUED 11/14/2019

AN INSPECTION BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF HEALTH HAS DETERMINED REASONABLE COMPLIANCE WITH THE REQUIREMENTS OF JEFFERSON COUNTY REGULATIONS GOVERNING THE MANUFACTURE, PREPARATION, DISPLAY, AND SERVICE OF FOODS, CONFECTIONS, AND BEVERAGES; THEREFORE A FOOD PERMIT IS ISSUED TO:

SHAC COMPLEX

**LOCATED AT: 4700 SICARD HOLLOW RD
VESTAVIA, AL 35242**

TO ENGAGE IN THE BUSINESS OF MANUFACTURING, PREPARING, HANDLING, SERVING, OR DISTRIBUTING FOOD INTENDED FOR HUMAN CONSUMPTION IN THE COUNTY OF JEFFERSON IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE COUNTY AND THE STATE OF ALABAMA.

THE NATURE OF THE BUSINESS IS CLASSIFIED AS FOLLOWS:

FOOD PERMIT - LEVEL 2

THIS PERMIT IS VALID FROM DATE OF ISSUE, IS NOT TRANSFERABLE AND IS RENEWABLE IN ACCORDANCE WITH THE LAWS PERTAINING THERETO UNLESS SUSPENDED OR REVOKED. IT SHALL BE CONSPICUOUSLY POSTED ON THE PREMISES FOR WHICH ISSUED.

*** NON TRANSFERABLE * EXPIRATION DATE 9/30/2020**



Approved by:
Mark E. Wilson, M.D.
Health Officer

Jonathan Stanton
Jonathan Stanton, Director
Environmental Health Services



JEFFERSON COUNTY
DEPARTMENT OF HEALTH
1400 Sixth Avenue South
Birmingham, Alabama 35202

Invoice Number: 92162003049

11/14/2019

Payment For: Food Permit - Level 2

Received From: Liberty Park - FH Concessions Group LLC

Amount: \$350.00

Telescia Hill

Received by

Concession Agreement For Recreational Facilities in Vestavia Hills, Alabama

This Concession Agreement is made as of the ____ day of _____, by and between FH Concession Group, an Alabama corporation, (CONTRACTOR) and the City of Vestavia Hills, an Alabama City (City) through the Parks and Recreation Department and shall be valid through December 1, 2022, subject to annual review by the Parks and Recreation Board as set forth in paragraph 2 (Agreement), below.

Recitals

1. The City wishes to provide items of food, concessions and non-alcoholic beverages to patrons of the following recreational facilities:
 - Liberty Park Adult Complex
 - Liberty Park Youth Complex
 - Liberty Park Soccer/Football Complex
 - Sicard Hollow Complex
 - Any other facility or complex owned or operated by the City, at its option, during the term of this Concession Agreement

2. The City wishes to enter into an agreement with a professional food services organization to provide those services and products.

3. The City wishes to participate to some extent in the profit stream from such operations.

Agreement

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows.

1. Scope of Services

CONTRACTOR will provide operations of all concessions at the recreational facilities listed in paragraph 1 (Recitals) above. CONTRACTOR will be responsible for making available for purchase items of food, concessions and nonalcoholic beverages to the general public participating in or attending recreational activities. In return for this exclusivity, the selected vendor must provide the City with a revenue stream based on activity levels.

2. Annual Review & Termination

This Agreement will be reviewed annually by the City's Parks and Recreation Board. The City may, at its sole option, elect to not renew or terminate this Agreement, at any time, by providing CONTRACTOR with 30 days' written notice of its intent not to renew or to terminate this Agreement. Notwithstanding the foregoing, the City may terminate

the Agreement at any time by providing seven days' written notice to CONTRACTOR for breach of this Agreement by CONTRACTOR.

3. Vendor Responsibilities

CONTRACTOR covenants and agrees to the following:

- a) To establish and maintain a specific set of detailed records reflecting the dollar amount of daily gross sales at each facility. These records will be separate and apart from any other accounts. These records shall be submitted monthly by Contractor for review by the Parks and Recreation Board no later than 5:00 pm on the second Monday of each month and will be retained by the Contractor for at least three years for audit purposes;
- b) CONTRACTOR or its designee shall be available at the request of the Parks and Recreation Board with at least 5 days' notice;
- c) CONTRACTOR or its designee must attend all Regular Park Board Meetings;
- d) Employing and training all of Contractors' employees necessary for the successful operation of the concessions operation;
- e) CONTRACTOR must maintain a current business license with the City of Vestavia Hills;
- f) Ordering, purchasing, receiving delivery of, and storing all consumable supplies and products necessary for the operation;
- g) Compliance with all existing laws and regulations relating to the preparation, handling, sale and disposal of food products and concession operations;
- h) Procuring and maintain, at all times the necessary, valid permits and licenses required by any laws and regulations for concessions operations. A copy of the Health Inspection report must be forwarded to the Director Parks and Recreation when obtained;
- i) Maintaining at all times storage, kitchen, service, and retail sales areas in a clean and sanitary condition to the sole satisfaction of the City's Parks and Recreation staff. Cleaning and waste removal from all food service areas to a central collection point outside of each stand shall be the vendor's responsibility. Parks and Recreation staff will do an inspection of cleanliness of all concession sites every three months or as necessary;
- j) Supplying any additional necessary equipment required for the preparation and serving of food and beverages;
- k) Preparation and service of all food, beverages and other items for consumption by the general public along with all necessary condiments;
- l) The City's Parks and Recreation Department will notify CONTRACTOR of any and all events which are scheduled at any of the facilities listed in Paragraph 1 (Recitals), above;
- m) CONTRACTOR agrees to have each necessary concession stand fully operational and open for business at least 45 minutes prior to the first scheduled event at any and all facilities for which CONTRACTOR was notified by the Parks and Recreation Department;

- n) CONTRACTOR shall pay a fine of \$100.00 per occurrence if it is notified of an event by the Parks and Recreation Department and fails to perform as outlined in paragraph 2(m), above;
- o) Prior to ceasing concession operations for weather related conditions or any other reason at any facility, CONTRACTOR agrees to contact the Parks and Recreation Department and secure pre-approval from Parks and Recreation for the closing of operations;
- p) CONTRACTOR agrees the level of services in this agreement and cannot change (i.e. from prepared food to vending machines) without the City's approval.

3. **Exclusivity of Agreement**

CONTRACTOR will have exclusive rights to all concessions contingent upon the following:

- a) The continued, uninterrupted service to all locations, which includes making available, a broad range of food products to satisfy the needs of the public;
- b) The prompt submission of returns and sales reporting documents as required;
- c) Periodically, occasions will arise when fund raising projects are requested by various organizations. These will be coordinated and approved by CONTRACTOR, and the Parks and Recreation Superintendent.

CONTRACTOR shall have the exclusive rights to refer to and/or advertise as the "Official Concessionaire of the City of Vestavia Hills Department of Parks and Recreation" and/or the "Official Food Vendor of the City of Vestavia Hills Department of Parks and Recreation." CONTRACTOR will submit any promotional item or advertisement to the Parks and Recreation Superintendent for approval prior to release to the general public.

4. **Special Event Items:** CONTRACTOR acknowledges that, from time to time, the various sports organizations may desire special event items to be sold at the event, (i.e. food trucks, bake sales, etc.). CONTRACTOR acknowledges that nothing contained within this Agreement shall prohibit these Special Event Items nor shall the Special Event Items violate the Exclusivity provisions of this Agreement contingent upon the CONTRACTOR being notified of the Special Event Items by the Parks and Recreation Department not to exceed two weekends per sport per year.

5. **Equipment Utilization**

- a. CONTRACTOR may use the existing City owned equipment. The City will retain ownership of the equipment. CONTRACTOR will be responsible for routine maintenance and minor repairs (under \$250.00). Major repairs and/or equipment replacement will be the responsibility of the City unless due to gross neglect.
- b. CONTRACTOR may install additional equipment for use in the fulfillment of this agreement. CONTRACTOR will retain ownership of the additional equipment. CONTRACTOR will be responsible for all routine maintenance and repairs associated with this additional equipment. CONTRACTOR will be responsible for installation and removal of the additional equipment. Equipment that

CONTRACTOR has placed in the facilities will become the property of the city at the end of this agreement should the agreement go full term.

- c. CONTRACTOR may use the existing City owned facilities as the commissary required by the Health Department of Jefferson County, Alabama for concession trailers associated with this agreement.

6. Approval Rights

The City of Vestavia Hills will have the following approval rights:

- a) The final approval of all policies and procedures relative to the operation and management of concessions;
- b) Final approval on the quality and retail prices of all products and services;
- c) Final approval of any change in the design, layout and location of all physical facilities and equipment for the operation;
- d) Final approval on which specific products will be sold at particular events in the facilities.

7. Menu

CONTRACTOR will provide a list of the items to be sold and the proposed selling price at the time of this Agreement's execution to be approved by the Parks and Recreation Superintendent and at any other time thereafter as requested by the Parks and Recreation Superintendent. CONTRACTOR agrees to modify said list of items to be sold or the proposed selling price at any time as determined feasible by the Parks and Recreation Superintendent.

8. Existing promotional agreements

The City currently has a promotional agreement (subject to annual competitive bidding) regarding soft drink sales. In return for exclusive use of said products, the City receives promotional considerations. CONTRACTOR agrees to abide by the terms of this agreement.

9. Fee

a. CONTRACTOR agrees to pay to the City of Vestavia Hills the following:

- 1. \$200 per concession per month
- 2. Monthly Sales between \$0 - \$25,000 the city will receive 16% of the sales
- 3. Monthly Sales between \$25,001 - \$50,000 the city will receive 20% of the sales
- 4. Monthly Sales between \$50,001 - \$75,000 the city will receive 25% of the sales
- 5. Monthly Sales over \$75,001 the city will receive 30% of the sales

b. CONTRACTOR will also collect and remit to the City the appropriate sales tax on all sales of merchandise sold at the recreational facilities. The sales tax will be considered completely separate and apart from the above mentioned fee structure. This sales tax will be remitted to the City of Vestavia Hills on a monthly basis.

10. Term of Agreement

The agreement shall not bind, nor purport to bind, the City of Vestavia Hills for any commitment in excess of the original agreement period stated above. The City of Vestavia Hills shall have the right, at its sole option, to extend the agreement for 2 additional 3 year terms. In the event that the City of Vestavia Hills exercises its options, all terms, conditions, and provisions of the original agreement shall remain the same and apply during the extension period.

11. Indemnification

CONTRACTOR agrees, at its own expense and without exception, to indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Vestavia Hills, its employees, agents, servants and Board members from any liability of any nature or kind in regard to the delivery of these services.

12. Liability and Insurance:

CONTRACTOR will furnish the evidence showing the following insurance coverage to be in force throughout the term of the agreement: Certificate of Insurance acceptable.

- a) Due to the unique and expansive offerings of products through different points of sale (POS), CONTRACTOR, directly and through its affiliates, maintains several comprehensive policies of liability insurance.

- b) For brick and mortar facilities, the policy is bound by _____

- c) The limits of this policy are as follows:

General Aggregate	\$2,000,000
Products and Completed Operations – Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Premises	\$ 100,000
Medical Expense / Any One Person	\$ 5,000

- d) For the fleet vehicles necessary to deliver goods and products to the different park facilities and the point of sale concession trailers, the policy is bound by _____

- e) The limits of this policy are as follows:

Comprehensive	Varies by Vehicle
Collision	Varies by Vehicle
Uninsured/Underinsured Motorist	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Property Damage	\$1,000,000
Medical Expense / Any One Person	\$ 5,000

- f) For the POS portables, carts, kiosks and fixtures, the policy is bound by _____

g) The limits of this policy are as follows:

General Aggregate	\$2,000,000
Products and Completed Operations – Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Premises	\$ 300,000
Medical Expense / Any One Person	\$ 5,000

h) CONTRACTOR will name the Vestavia Hills Parks and Recreation Department and/or the City of Vestavia Hills and/or any other requested entity as a named insured under its policies. Should the Vestavia Hills Parks and Recreation Department deem these coverage amounts insufficient, CONTRACTOR will increase the insurance coverage to meet the required thresholds.

13. Assignment

CONTRACTOR shall not sell, assign, transfer or convey this agreement or any portion thereof without the prior written consent of the City of Vestavia Hills.

14. Conflict of Interest

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that no person having any such known conflict of interest shall be employed or conveyed an interest, directly or indirectly, in the Agreement.

15. Independent Operator

CONTRACTOR represents itself to be an independent operator offering such services to the general public and shall not represent himself or his employees to be an employee of the City of Vestavia Hills. Therefore, CONTRACTOR assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City of Vestavia Hills, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. CONTRACTOR shall further understand that the City of Vestavia Hills cannot save and hold-harmless and or indemnify the operator and/or the operator's employees against any liability incurred or arising as a result of any activity of the operator or any activity of the operator's employees performed in connection with the agreement.

16. Compliance with Laws

In connection with the furnishing of supplies or performance of work under the agreement, CONTRACTOR agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all sub agreements awarded hereunder.

17. Invalidation of this Agreement

If any part of this agreement is rendered invalid for any reason, it shall not invalidate the remainder of the agreement, but the agreement shall remain in full force for the balance of the term.

18. Effective Date of this Agreement

This agreement will go into effect on _____.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CONTRACTOR

City of Vestavia Hills

By: _____

By: _____

Its: _____

Its: _____

City of Vestavia Hills

By: _____

Its: _____

ORDINANCE NUMBER 2905

AN ORDINANCE TO APPROVE A CONTRACT TO PURCHASE THE REAL ESTATE AND IMPROVEMENTS SITUATED AT 3995-3103 GREENDALE ROAD IN THE CITY OF VESTAVIA HILLS, ALABAMA CONSISTING OF APPROXIMATELY 0.34 ACRES, MORE OR LESS (“PROPERTY”) AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID THE CONTRACT AND ANY AND ALL OTHER DOCUMENTS NECESSARY TO CLOSE THE SALE PURSUANT TO THE TERMS, PROVISIONS AND CONDITIONS OF SAID CONTRACT.

THIS ORDINANCE NUMBER 2905 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 27th day of January, 2020.

WITNESSETH THESE RECITALS:

WHEREAS, the City Manager has negotiated with the owner of the real estate and improvements situated at 3995-3103 Greendale Road in the City of Vestavia Hills, Alabama consisting of approximately 0.34± acres (the “Property”) for the possible purchase of said Property by the City of Vestavia Hills, Alabama (“City”); and

WHEREAS, if the City purchases the Property, then in such event the City Manager recommends that:

- (1) Approximately 0.02± acres be used for an in progress public works project to widen Crosshaven Road (“project to widen Crosshaven Road”); and
- (2) The balance of the Property be sold to another party; and

WHEREAS, the City Attorney has prepared an Agreement for Purchase and Sale of Real Estate (“Agreement”) setting forth the terms, provisions and conditions of the negotiations and recommendation by the City Manager for consideration by the City Council; and

WHEREAS, a copy of the Agreement is attached hereto, marked as Exhibit A and is incorporated into this Ordinance Number 2905 by reference as though set out fully herein.

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

1. The Agreement attached hereto and marked as Exhibit A is incorporated in its entirety into this Ordinance Number 2905 by reference as though set out fully herein.
2. The Agreement is hereby approved by the City Council.

3. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Agreement for and on behalf of the City of Vestavia Hills, Alabama.

4. The City Council hereby authorizes and directs the City Manager to execute any and all other documents necessary to close the purchase and sale of the Property pursuant to the terms, provisions and conditions of the Agreement attached hereto. In addition, the City Manager is hereby authorized to make editorial revisions and corrections that do not substantially change said Agreement.

5. 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.

6. This Ordinance Number 2905 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*.

DONE, ORDERED, APPROVED and ADOPTED on this the 27th day of January, 2020.

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 #2905 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of January, 2020 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the 28th day of January, 2020.

Rebecca Leavings
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (“the Agreement”), is hereby made and entered into as of the ____ day of January, 2020 by and between Nonidez Properties, an Alabama General Partnership (hereinafter referred to as “Seller”), and the City of Vestavia Hills, Alabama, a municipal corporation (hereinafter referred to as “Purchaser”).

WITNESS THESE RECITALS:

WHEREAS, the Seller owns real estate and improvements situated at 3095-3103 Greendale Road in the City of Vestavia Hills, Jefferson County, Alabama, (hereinafter referred to as “Property”); and

WHEREAS, the Property consists of approximately 0.34 acres ± (being approximately 14,790 square feet) and is more particularly in that certain Deed dated September 30, 1982, which said Deed was filed in the office of the Judge of Probate of Jefferson County, Alabama on September 30, 1982 and recorded at Real 2244, Page 906, described as follows:

That part of the Southeast Quarter of Southeast Quarter (SE¹/₄ of SE¹/₄) of Section 15, Township 18, South, Range 2 West, bounded by and lying within the following described boundary lines, viz: Begin at the Northwest corner of said Southeast Quarter of Southeast Quarter of said Section and run thence Eastwardly along the North boundary line thereof for a distance of Seventy-five (75) feet; thence Southwardly and parallel with the West boundary of said Southeast Quarter of Southeast Quarter of said Section for a distance of One Hundred forty-five (145) feet; thence Westwardly and parallel with the North boundary of said Southeast Quarter of Southeast Quarter of said Section a distance of Seventy-five (75) feet to a point on the West boundary of said Southeast Quarter of Southeast Quarter of said Section; thence Northwardly along said West boundary of said Southeast Quarter of Southeast Quarter of said Section a distance of one hundred forty-five (145) feet to the point of beginning.

WHEREAS, Seller derived title to the Property by virtue of that certain Deed dated September 30, 1982, which said deed was filed in the office of the Judge of Probate of Jefferson County, Alabama on September 30, 1982 and recorded at Real 2244, Page 906; and

WHEREAS, Purchaser (City) is actively engaged in a public works project to widen Crosshaven Road known as “Project to Widen Crosshaven Road” (hereinafter referred to as “Project”); and

Agreement for Purchase and Sale of Real Estate
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WHEREAS, Purchaser needs to acquire a portion of Seller’s property in order to construct and complete the Project; and

WHEREAS, the portion of Seller’s property needed by Purchaser for public access purposes shall hereinafter be referred to as “public access area”, and

- (i) consists of approximately 0.02± acres (being approximately 909 square feet);
- (ii) is shown on Exhibit 1, which is attached hereto and incorporated into this Agreement by reference as though set out fully herein;
- (iii) is more particularly described in Exhibit 2, which is attached hereto and incorporated into this Agreement by reference as though set out fully herein.

WHEREAS, Purchaser has the legal authority to condemn and take the public access area under the power of eminent domain pursuant to the Alabama Eminent Domain Code set forth in Title 18-1A-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, John E. Hall, III, MAI appraised the Property to have the following fair market values as of April 11, 2019:

Fair Market Value of the Property	\$500,000.00
Fair Market Value less the public access area	\$384,846.00
Fair Market Value of the public access area	\$115,154.00; and

WHEREAS, W. Paulk Turner, MAI appraised the property and opined that the fair market value of the property was Four Hundred Twenty Thousand Dollars (\$420,000.00) as of April 7, 2018; and

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

WHEREAS, the City Council (“City Council”) of the City of Vestavia Hills, Alabama (a municipal corporation (the “City”) hereby finds and determines that it prefers to purchase the Property pursuant to this Agreement rather than to condemn said Property and acquire it by eminent domain; and

WHEREAS, the City Council finds and determines that the purchase by the City of the real estate and improvements for the property located at 3095-3103 Greendale Road hereinafter described in Section 3 will promote the health, safety and general welfare of the City; and

WHEREAS, the Ordinance Number 2905 will be introduced by a first reading at the

Agreement for Purchase and Sale of Real Estate
Page 3

regularly scheduled meeting of the City Council on January 13, 2020 and considered for approval by the City Council at its regularly scheduled meeting on January 27, 2020 pursuant to the procedure for adoption of an ordinance set forth at Title 11-45-2(b), *Code of Alabama, 1975*; and

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

WHEREAS, only the City Council by the enactment of an ordinance or resolution can authorize and direct the execution and delivery of a contract for and on behalf of the municipality (*Van Antwerp, et al v. Board of Commissions of City of Mobile, et al*, 217 Ala. 201, 115 So. 239 (1928); and *Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3d 1166 (2011)); and

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

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

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

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

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

WHEREAS, the City will own and keep title to the public access area depicted on Exhibit 1 and more particularly described in Exhibit 2 and use said public access area for the construction and completion of the Project; and

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WHEREAS, municipalities in Alabama cannot engage in private enterprise (*Edmonson v. State Indus. Dev. Auth.*, 279 Ala. 206, 184 So.2d 115; *Board of Rev. & Road v. Puckett*, 227 Ala. 374; *Opinion of Justices No. 269*, 384 So.2d 1051; and *Opinion of Justices No. 261*, 373 So.2d 290); and

WHEREAS, Alabama law at 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 on its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the mayor to make title thereto, and a conveyance made by the mayor in accordance with such ordinance invests the grantee with the title of the municipality; and

WHEREAS, the Vestavia Hills City Council hereby finds and determines that the balance of the Property (after carving out the public access area) is not needed for public purposes and that the said balance of Property shall be sold at a later date, which said balance of property is shown on Exhibit 3 and more particularly described in Exhibit 4, which said Exhibits are attached hereto and incorporated into this Agreement by reference as though set out fully herein.

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

1. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this Agreement for Purchase and Sale of Real Estate (“Agreement”) by reference as though set out fully herein.

2. **PURCHASE AND SALE.** For and in consideration of One and No/100 Dollars (\$1.00) in hand paid by Purchaser to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller agrees to sell and Purchaser agrees to purchase all (and not less than all) of the Property for the Purchase Price (as defined below) and on the terms, provisions and conditions hereinafter set forth.

Agreement for Purchase and Sale of Real Estate
Page 5

3. **PROPERTY.** The Property is situated at 3095-3103 Glendale Road in the City of Vestavia Hills, Jefferson County, Alabama. The legal description of the Property to be conveyed by Seller to Purchaser has been determined by the survey as required by and described in Section 8 of this Agreement.

The Property is shown on the Survey prepared by Gonzalez-Strength & Associates, Inc., which is attached hereto, marked as Exhibit 5 and incorporated into this Agreement by reference as though set out fully herein. The legal description of the Property as shown on said Survey is set forth on Exhibit 6, which is attached hereto and incorporated into this Agreement by reference as though set out fully herein.

4. **PURCHASE PRICE.** The purchase price for all of the Property shall be Four Hundred Forty Thousand Dollars (\$440,000.00) (the "Purchase Price").

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

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

B. **CASH ON CLOSING THIS SALE:** The entire remaining balance of the Purchase Price in the amount of Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00) shall be paid to Seller by Purchaser in cash or immediately available funds at closing.

6. **CLOSING AND CLOSING DATE.** Subject to the terms, provisions and conditions of this Agreement, the closing of the sale and purchase of the Property (the "Closing") shall occur on or before the date that is fifteen (15) days after the expiration of the Inspection Period or earlier at Purchaser's election, as hereinafter defined (the "Closing Date").

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

Agreement for Purchase and Sale of Real Estate
Page 6

8. SURVEY. Purchaser selected Gonzalez-Strength & Associates, Inc. (“Surveyor”) to prepare the legal description of the Property to be conveyed prior to the execution and delivery of this Agreement. The Surveyor completed the Survey on October 2, 2019 and delivered copies to Seller and Purchaser. The Surveyor prepared Exhibits 1, 2, 3, 4, 5 and 6 as follows:

<u>Exhibit No.</u>	<u>Description</u>
6	Legal description of Property to be conveyed by Seller to Purchaser.
5	Boundary Survey of Property to be conveyed by Seller to Purchaser.
1	Boundary Survey of public access area to be used by the Purchaser in the “Project to Widen Crosshaven Road.”
2	Legal description of public access area to be used by the Purchaser in the “Project to Widen Crosshaven Road.”
3	Boundary Survey of the balance of the Property (Property less and except the public access area to be sold to a third party).
4	Legal description of the balance of the Property (Property less and except the public access area to be sold to a third party).

Both Seller and Purchaser accept and approve the Survey prepared by Surveyor.

9. TITLE INSURANCE. Seller shall, within thirty (30) days after the Effective Date, secure a title commitment (the “Title Commitment”) naming Purchaser as the proposed insured on a Chicago Title Insurance Company Standard Form Owners Policy issued by Land Title Company of Alabama, Inc. as agent for Chicago Title Insurance Company (the “Title Agent”) for the Property described in Section 3 (Exhibit 6) hereof in the amount of the Purchase Price (the “Title Policy”) subject to the following permitted exceptions (a) easements, covenants and other encumbrances of record, (b) mineral and mining rights not owned by Seller, (c) matters that would be disclosed by a current survey of the Property. Anything contained herein to the contrary notwithstanding, the Property to be conveyed at closing shall be free and clear of any mortgage indebtedness or other liens.

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

11. INSPECTION PERIOD: Purchaser shall have a period of one hundred twenty (120) days following the effective date of this Agreement ("Inspection Period") to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property (including without limitation the condition of all improvements thereon) material to Purchaser's decision to purchase the Property. The determination shall include, without limitation, Purchaser satisfying itself as to title matters, soil testing, survey matters, structural matters, zoning matters, subdivision regulations, engineering and site planning, environmental matters, specifically including, but not limited to Phase I ESA, existing contracts and financial matters affecting the Property, all soil, landscaping and other physical conditions of the Property, availability and sufficient quantities of all utilities, and all additional matters that Purchaser believes relevant, in its sole and absolute discretion, in determining whether or not to purchase the Property. Purchaser, at Purchaser's sole discretion, for any reason or no reason, shall have the right and option to cancel this Agreement by giving written notice of termination to Seller no later than the last day of the Inspection Period, in which the right and option to cancel this Agreement by giving written notice of termination to Seller no later than the last day of the Inspection Period, in which event this Agreement shall be of no further force or effect except for any indemnity or other obligations that expressly survive, and the Earnest Money shall be refunded to Purchaser. If Purchaser cancels and terminates this Agreement prior to the expiration of the Inspection Period, then in such event the Earnest Money (held in escrow by the Title Company) shall be refunded by the Seller to Purchaser in full and this Agreement shall be cancelled, null and void.

12. ENVIRONMENTAL CONCERNS: Seller has no actual knowledge that the Property has in the past been used or is presently used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste". The terms "hazardous waste", "hazardous substances" and "toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC §960, et seq.), the Hazardous Materials Transportation Act, as amended (42 USC §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 USC §9601, et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

13. CONDITION OF PROPERTY: Purchaser acknowledges and agrees that:

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

B. Purchaser has been given the absolute and unfettered right during the Inspection Period to conduct such Inspections of the Property as Purchaser, in its sole discretion, may determine necessary in order to satisfy itself of all conditions and other aspects of the Property; and

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

14. EXISTING DOCUMENTS, SURVEY AND TITLE INSURANCE: Within ten (10) days following the Effective Date of this Agreement, the Seller agrees to provide Purchaser, at Seller's expense, and no later than 5:00 p.m. (Birmingham, Alabama time) on said date copies of all existing surveys, existing title insurance policies, existing environmental reports, and other documentation in any way relating to the Property that are in the possession of the Seller or the Seller's agents. The documents shall also include, but not be limited to, the following:

- A. Rent roll.
- B. Description of items tenant pays for and what owner pays for.
- C. Copies of leases.
- D. List of tenant deposits, if any, that owner may be liable to return.
- E. Utility deposits.
- F. Any capital improvements and significant repairs.
- G. Age of roof, HVAC equipment, appliances.

Agreement for Purchase and Sale of Real Estate
Page 9

H. Copies of all contracts and service agreements: not limited to dumpster, landscaping, property management and cable/internet. A representation that no other binding contracts/agreements exist that have not been provided.

I. Prior three (3) years income statement and balance sheet, including year to date financials.

J. List of any property policies and rules.

K. Any parking agreements with tenants.

L. Property tax assessments and notices.

M. Certificate of insurance and five year loss runs.

N. Representation language in contract that there are no pending lawsuits.

O. Copy of any existing surveys.

P. Representation that all owner liabilities, including mortgages, if any, will be satisfied on or before closing.

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

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

- (1) Title insurance premium.
- (2) Legal fee to Seller's attorney, if any.

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

- (1) The fee for recording the deed, if any.
- (2) Legal fee to Purchaser's attorney.
- (3) Cost of due diligence during Inspection Period.
- (4) Financing costs, if any.
- (5) Cost of surveying the Property.

16. TAXES: The ad valorem taxes shall be prorated as of the date of closing.

Agreement for Purchase and Sale of Real Estate
Page 10

17. **ASSIGNMENT:** Purchaser may assign this Agreement or any of its rights hereunder without the express written consent of Seller.

18. **POSSESSION:** Possession of the Property shall be given on the Closing Date.

19. **BROKER:** None.

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

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

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

IF TO SELLER:

Bill Nonidez
Nonidez Properties
c/o Terry Gloor, Esq.
200 Century Park South, Suite 114
Birmingham, Alabama 35226
Telephone No. (205) 913-3567
E-mail: tgloor@gloorlawfirm.com

IF TO PURCHASER:

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

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With copies to: Patrick H. Boone
215 Richard Arrington Jr., Blvd. N., Suite 705
Birmingham, Alabama 35203-3720
Telephone No. (205) 324-2018
Fax (205) 324-2295
Email: patrickboone@bellsouth.net

IF TO TITLE COMPANY: Land Title Company of Alabama
600 North 20th Street, Suite 100
Birmingham, Alabama 35203
Attention: William F. Miller
Telephone No. (205) 251-9280
Fax: (205) 226-9280
Email: wfm@land-title.net

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

21. DEFAULT AND REMEDIES:

A. In the event that Seller shall fail to consummate the transaction as contemplated herein for any reason other than Purchaser's default, then Purchaser may, as its sole and exclusive remedy, either (i) enforce this Agreement and the purchase and sale transaction contemplated herein by specific performance or (ii) terminate this Agreement, whereupon the Earnest Money paid to Seller and accrued interest shall be promptly returned to Purchaser, this Agreement shall be deemed cancelled and terminated and, except for the indemnification obligations of Purchaser set forth in Section 11 above, neither party shall have any further obligation or liability to the other hereunder.

B. If, at any time after the expiration of the Inspection Period, Purchaser shall fail to perform its obligation to close the transaction contemplated herein for any reason other than Seller's default, then the Earnest Money shall be delivered to Seller as liquidated damages in which event this Agreement shall automatically be deemed terminated and cancelled and, except for the indemnification obligations of Purchaser set forth in Section 11 above, neither party shall have any further obligation or liability to the other hereunder. Because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller and Seller agrees to accept and retain the Earnest Money as its total damages and relief hereunder in the event Purchaser fails to close the purchase and sale transaction contemplated herein.

Agreement for Purchase and Sale of Real Estate
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22. EFFECTIVE DATE: The “Effective Date” to be inserted on the first page of this Agreement is the date upon which this Agreement has been fully executed by Seller and Purchaser and each of Seller and Purchaser has received a fully executed original counterpart. The last party executing this Agreement will deliver a fully executed original counterpart to the other party by overnight delivery for receipt on the next succeeding business day and will insert the next succeeding business day on the first page of all original counterparts of this Agreement.

23. CONTINGENCIES: This Agreement is subject to and contingent upon the following conditions:

A. AGREEMENT: This Agreement is subject to and contingent upon the formal approval of the Agreement by the City Council of the City of Vestavia Hills, Alabama by duly enacted ordinance pursuant to and in accordance with the laws of the State of Alabama. If this condition of approval as aforesaid is not completed, then in such event this Agreement shall automatically be terminated and any and all accrued interest shall be refunded to Purchaser.

B. CLOSING OF SALE: This closing of the sale contemplated by this Agreement is subject to and contingent upon the following conditions:

1. The execution and delivery of an Agreement for Sale and Purchase of Real Estate by and between the City of Vestavia Hills, Alabama, as “Seller,” and a Third Party, as “Purchaser,” wherein the Seller agrees to sell and the Purchaser agrees to buy, the property less and except the public access area for and in consideration of Three Hundred Four Thousand Eight Hundred Forty-six Dollars (\$304,846.00) calculated pursuant to the following formula:

Property	less	Public Access Area	=	Purchase Price
\$420,000.00	-	\$115,154.00	=	\$304,846.00

2. The Agreement referred to in Section 23-B(1) above must be:

- (i)** legally binding upon Purchaser;
- (ii)** with no chance of Purchaser failing to close; and
- (iii)** the sale closed simultaneously with the City and Nonidez Properties sale (back-to-back).

Agreement for Purchase and Sale of Real Estate
Page 13

If the City (as Purchaser herein) fails to close the resale of this Property to a third party pursuant to the contingencies set forth in Section 23 above, then in such event the earnest money shall be refunded to said City (as Purchaser) and this Agreement shall become null, void, cancelled, terminated and of no legal force and effect.

24. ASSIGNMENT AND ASSUMPTION OF LEASES AND RENTS: Seller, shall at closing, execute legal documents necessary to assign and transfer to the City of Vestavia Hills, Alabama (Purchaser herein) all of Seller's right, title and interest in and to the leases of tenants presently occupying the Greendale Apartment building, together with related rents and security deposits.

25. MISCELLANEOUS

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

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

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

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

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

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

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

Agreement for Purchase and Sale of Real Estate
Page 14

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

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

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

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

SELLER:

NONIDEZ PROPERTIES

An Alabama General Partnership

By _____
William K. Nonidez
Its Managing Partner

PURCHASER:

THE CITY OF VESTAVIA HILLS, ALABAMA

A Municipal Corporation

By _____
Ashley C. Curry
Mayor

By _____
Jeffrey D. Downes
City Manager

ATTESTED:

By _____

Agreement for Purchase and Sale of Real Estate
Page 15

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that William K. Nonidez, whose name as Managing Partner of Nonidez Properties, an Alabama General Partnership, is signed to the foregoing Agreement for Purchase and Sale of Real Estate, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he/she in his/her capacity as such and with full authority, executed the same voluntarily for and as the act of said Nonidez Properties on the day the same bears date.

Given under my hand and official seal, this the _____ day of January, 2020.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of January, 2020.

Notary Public

My Commission Expires:

SEAL

Agreement for Purchase and Sale of Real Estate
Page 16

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of January, 2020.

Notary Public

My Commission Expires:

SEAL

PARCEL 2

A parcel of land situated in the Southeast quarter of Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described by metes and bounds as follows:

Commence at a found 5/8 inch rebar marking the Northwest corner of Lot 1-A, Daventry Village as recorded in Map Book 160, Page 2 in the Office of the Judge of Probate of said County and the Easterly right of way line of Crosshaven Drive; thence run North 02 Degrees 32 minutes 08 seconds West along the said right of way line for a distance of 331.49 feet to a found 5/8 inch rebar; thence continue North 02 Degrees 32 minutes 08 seconds West along said right of way line for a distance of 60.28 feet to a set capped rebar stamped (CA-560-LS) and the Point of Beginning; thence continue North 02 Degrees 32 minutes 08 seconds West along said right of way line for a distance of 85.44 feet to a set capped rebar stamped (CA-560-LS) on the South right of way line of Greendale Road; thence run South 88 Degrees 26 minutes 28 seconds East along said right of way line for a distance of 20.92 feet to a set capped rebar stamped (CA-560-LS); thence leaving said right of way line run South 01 Degrees 33 minutes 32 seconds West for a distance of 15.55 feet to a set capped rebar stamped (CA-560-LS); thence run South 89 Degrees 05 minutes 12 seconds West for a distance of 6.00 feet to a set capped rebar stamped (CA-560-LS); thence run South 00 Degrees 02 minutes 49 seconds West for a distance of 20.48 feet to a set capped rebar stamped (CA-560-LS); thence run South 12 Degrees 23 minutes 33 seconds West for a distance of 49.83 feet to the Point of Beginning. Said parcel contains 909 square feet or 0.02 acres more or less.

PARCEL 1

A parcel of land situated in the Southeast quarter of Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described by metes and bounds as follows:

Commence at a found 5/8 inch rebar marking the Northwest corner of Lot 1-A, Daventry Village as recorded in Map Book 160, Page 2 in the Office of the Judge of Probate of said County and the Easterly right of way line of Crosshaven Drive; thence run North 02 Degrees 32 minutes 08 seconds West along the said right of way line for a distance of 331.49 feet to a found 5/8 inch rebar and the Point of Beginning; thence continue North 02 Degrees 32 minutes 08 seconds West along said right of way line for a distance of 60.28 feet to a set capped rebar stamped (CA-560-LS); thence leaving said right of way line run North 12 Degrees 23 minutes 33 seconds East for a distance of 49.83 feet to a set capped rebar stamped (CA-560-LS); thence run North 00 Degrees 02 minutes 49 seconds East for a distance of 20.48 feet to a set capped rebar stamped (CA-560-LS); thence run North 89 Degrees 05 minutes 12 seconds East for a distance of 6.00 feet to a set capped rebar stamped (CA-560-LS); thence run North 01 Degrees 33 minutes 32 seconds East for a distance of 15.55 feet to a set capped rebar stamped (CA-560-LS) on the South right of way line of Greendale Road; thence run South 88 Degrees 26 minutes 28 seconds East along said right of way line for a distance of 84.27 feet to a found 5/8 inch rebar; thence leaving said right of way line run South 00 Degrees 48 minutes 36 seconds East for a distance of 144.18 feet to a found capped rebar stamped (GSA); thence run North 89 Degrees 10 minutes 30 seconds West for a distance of 100.70 feet to the Point of Beginning. Said parcel contains 13,994 square feet or 0.32 acres more or less.

OVERALL

A parcel of land situated in the Southeast quarter of Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described by metes and bounds as follows:

Commence at a found 5/8 inch rebar marking the Northwest corner of Lot 1-A, Daventry Village as recorded in Map Book 160, Page 2 in the Office of the Judge of Probate of said County and the Easterly right of way line of Crosshaven Drive; thence run North 02 Degrees 32 minutes 08 seconds West along the said right of way line for a distance of 331.49 feet to a found 5/8 inch rebar and the Point of Beginning; thence continue North 02 Degrees 32 minutes 08 seconds West along said right of way line for a distance of 60.28 feet to a set capped rebar stamped (CA-560-LS); thence continue North 02 Degrees 32 minutes 08 seconds West along said right of way line for a distance of 85.44 feet to a set capped rebar stamped (CA-560-LS) on the South right of way line of Greendale Road; thence run South 88 Degrees 26 minutes 28 seconds East along said right of way line for a distance of 20.92 feet to a set capped rebar stamped (CA-560-LS); thence run South 88 Degrees 26 minutes 28 seconds East along said right of way line for a distance of 84.27 feet; thence leaving said right of way line run South 00 Degrees 48 minutes 36 seconds East for a distance of 144.18 feet to a found capped rebar stamped (GSA); thence run North 89 Degrees 10 minutes 30 seconds West for a distance of 100.70 feet to the Point of Beginning. Said parcel contains 14,903 square feet or 0.34 acres more or less.

ORDINANCE NUMBER 2906

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS B-2, INST AND A TO VESTAVIA HILLS B-1.2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills B-2 (general business district), Inst (institutional district) and A (agricultural district) to Vestavia Hills B-1.2 (neighborhood mixed use district):

3122, 3128, 3134, and 3136 Sunview Drive
Thomas Holdings, Owners

Real property in the City of Vestavia Hills, County of Jefferson, State of Alabama, described as follows:

Parcel I: Commence at the Southwest corner of the NE 1/4 of the SW 1/4 of the SE 1/4 of Section 15, Township 18 South Range 2 West, Jefferson County, Alabama and run Southerly a distance of 62.40 feet, thence 117°07'32" to the right and run Northwesterly a distance of 35.25 feet to the point of beginning, thence 62°28'34" to the right and run Northerly a distance of 45.56 feet, thence 88°30' to the left and run Westerly a distance of 92.84 feet, thence 42°29' to the left and run Southwesterly a distance of 32.36 feet, thence 27°46' to the left and run Southwesterly distance of 32.00 feet, thence 22°24' to the right and run Southwesterly a distance of 4.53 feet to the Northeasterly right of way of Sunview Drive, thence 75°32'15" to the left and run Southeasterly along the Northeasterly right of way of Sunview Drive a distance of 71.55 feet; thence 4°16'57.5" to the left and run Southeasterly along chord of a curve to the left, having a chord distance of 49.46 feet, a delta angle of 8°33'55", an arc distance 49.50 feet and a radius of 331.15 feet: thence 12°01'22.5" to the left and run Southeasterly along the Northeasterly right of way of Sunview Drive a distance of 29.18 feet; thence 132°09'53" to the left and run Northerly a distance of 149.48 feet; thence 117°52'54" to the right and run Southeasterly a distance of 49.79 feet to the point of beginning.

Parcel II: A port of land in the SW 1/4 of the SW 1/4 of SE 1/4, Section 15, Township 18 South, Range 2 West being more particularly described as

follows: Commence at the NE corner of SW 1 / 4 of SW 1 / 4 of SE 1 / 4, Section 15, Township 18 South, Range 2 West, thence South 62.4 feet for a point beginning thence 117"07' right 85 feet; thence 117"0 left 150 feet to the right of public road; thence 117"07' left 85 feet along the said right of way; thence 117"07' 150 feet point of beginning.

Parcel III: The South portion of a 20 foot right-of-way of 2nd Avenue located in Block 2 of the map according to Glass's Second Addition to New Merkle, as recorded in Map Book 28, Page 51, in the office of the Judge of Probate, Jefferson County, Alabama, extending from the right-of-way of Sunview Drive (Sunset Drive as per map) for a distance of 150 feet along the west side of 2nd Avenue and extending from the right-of-way of Sunview Drive (Sunset Drive as per map, for a distance of 162. 79 feet along the east side of 2nd Avenue.) All of said property being situated in the SW 1/4 of the SE 1/4 of Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama.

Parcel IV: Lots 11, 12 & 13, Block 2, according to the Survey of Glass's Addition to New Merkle, as recorded in Map Book 28, page 51, in the Probate Office of Jefferson County, Alabama, Birmingham Division..

APPROVED and ADOPTED this the 27th day of January, 2020.

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 # 2906 is a true and correct copy of such 27th day of January, 2020, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

Sunview Drive Rezoning



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

Date: DECEMBER 12, 2019

- **CASE: P-1219-65**
- **REQUESTED ACTION:** Rezoning Vestavia Hills Inst-1, Vestavia Hills A, Vestavia Hills B-2 to Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 3122, 3128, 3134, 3136 Sunview Dr.
- **APPLICANT/OWNER: Thomas Holdings; Adam Hudson, rep.**
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 3122, 3128, 3134, 3136 Sunview Dr. from Inst-1, Vestavia Hills A, Vestavia Hills B-2 to Vestavia Hills B-1.2 for a salon. The applicant would build a 3,000 sq. ft. building and a 13 lot parking lot. The building would have a front setback of 13'. Additionally, the applicant will construct intersection improvements and build 14 angled on-street parking spaces in accordance with the regulations for B-1.2 zoning. The proposed site plan, landscaping plan, and rendering and covenants are attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan for limited mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Larson made a motion to recommend Rezoning from Vestavia Hills Inst-1, Vestavia Hills A, Vestavia Hills B-2 to Vestavia Hills B-1.2 for the property located At 3122, 3128, 3134, 3136 Sunview Dr. Second was by Ms. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Vercher – yes
Mr. Sykes– yes
Mr. Weaver – yes
Motion carried.

Mr. Farrell – yes
Mr. Larson – yes
Mrs. Barnes – yes

Land Available For Development Cahaba Heights, AL

For Sale




Area Map



Property Details

- ▶ Location: 3112 Sunview Drive
Cahaba Heights, AL 35243
- ▶ Zoning: C-1
- ▶ Acres: ±1.18 Acres (51,225 SF)
- ▶ Utilities: All Available
- ▶ Listing Price: \$350,000
- ▶ Description: Vacant land ideal for retail, or office
- ▶ Location: Conveniently located in Cahaba Heights with excellent access to Highway 280, I-459 and The Summit

Contact Information :

Wes Cline, CCIM 
Wes@hsccommercial.com
Phone : (205) 515-7610

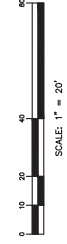
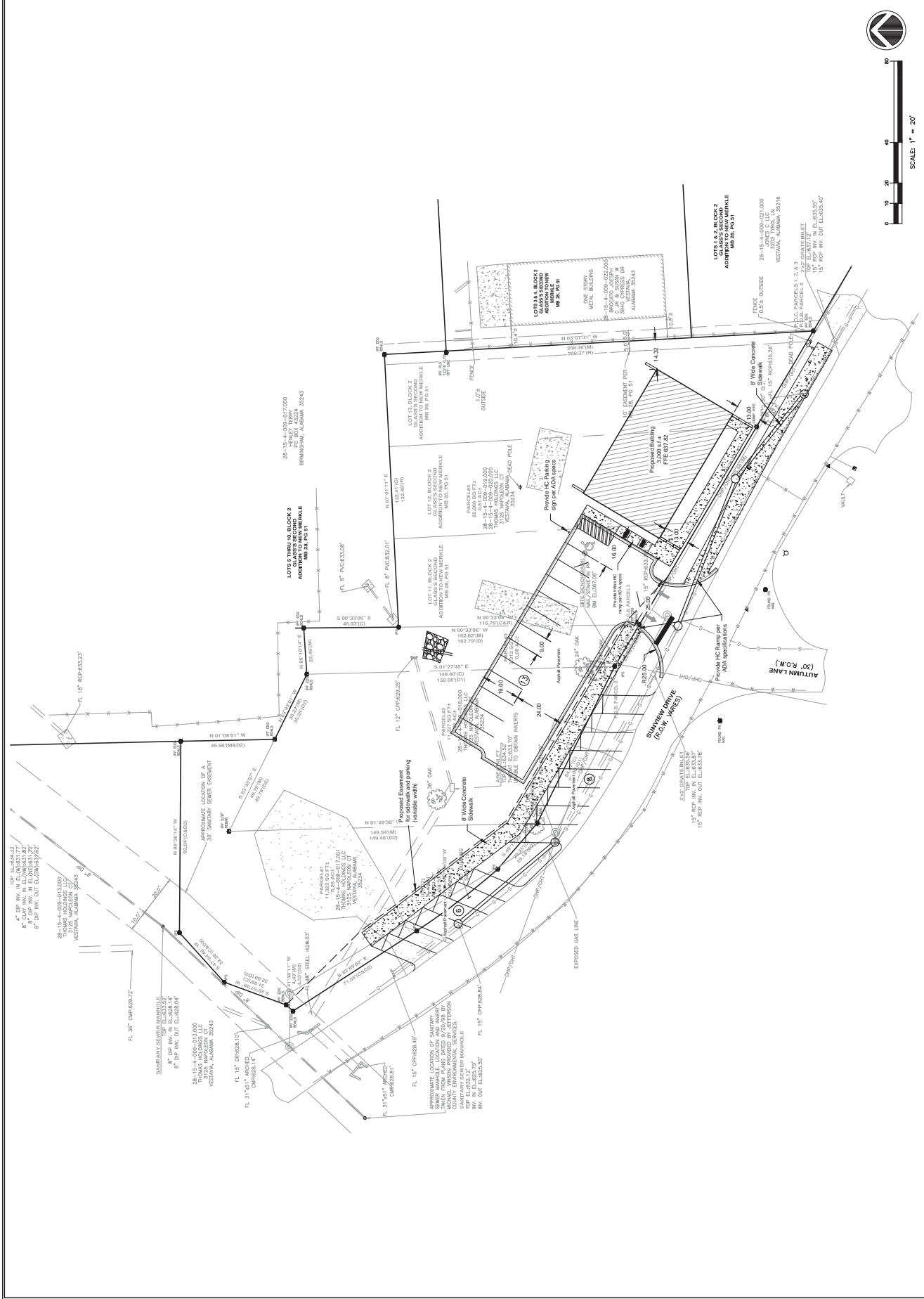
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3122,3128,3134,3136 Sunview Dr.
Rezone to B-1.2
Adam Hudson Inst.,A &
B2

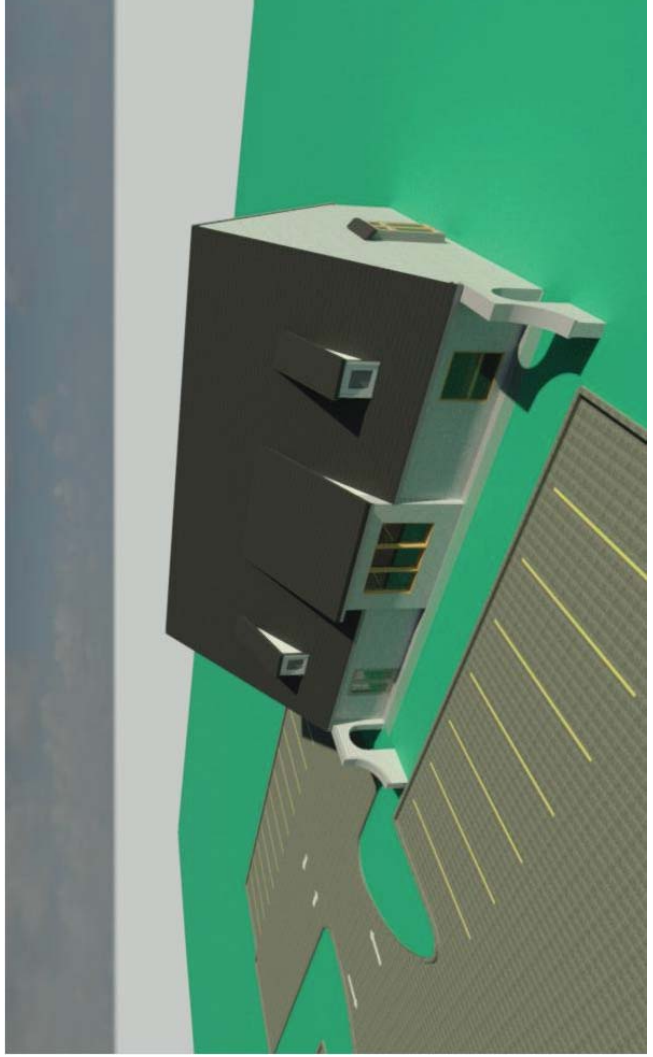
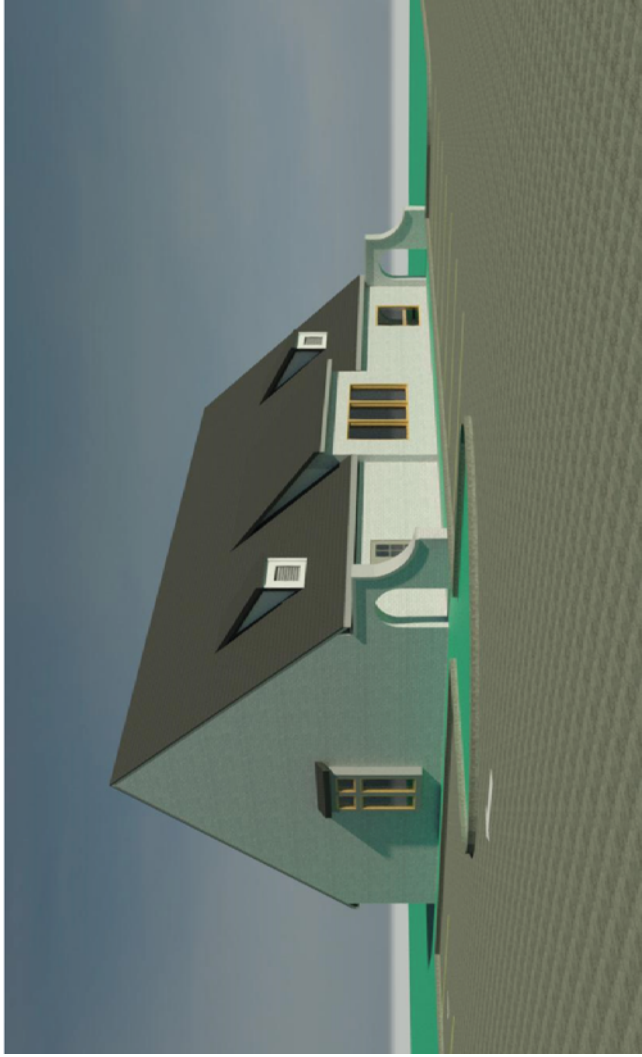
www.hsccommercial.com

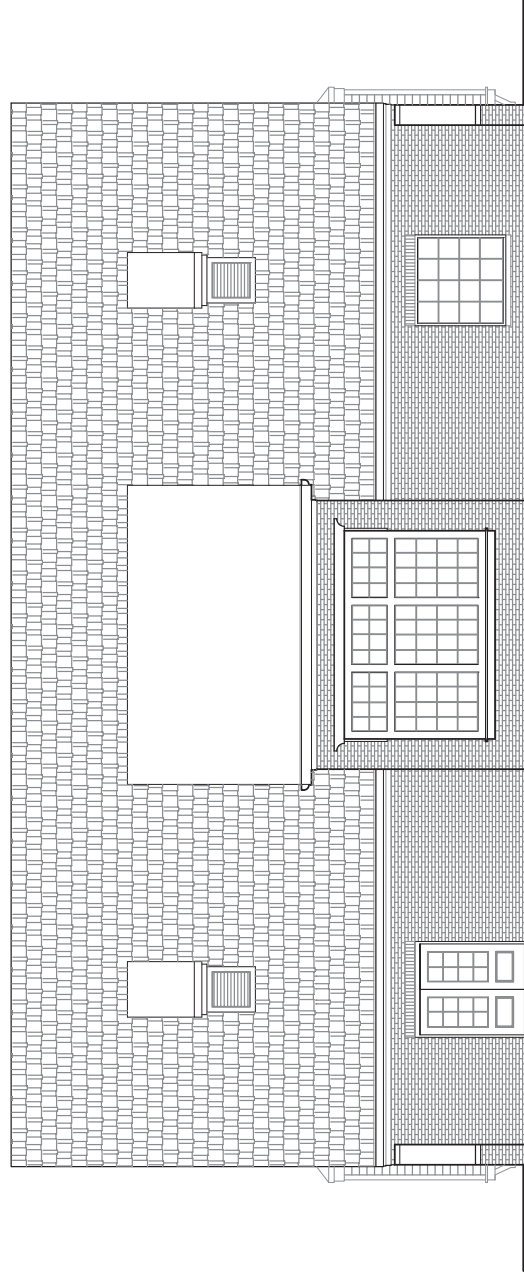
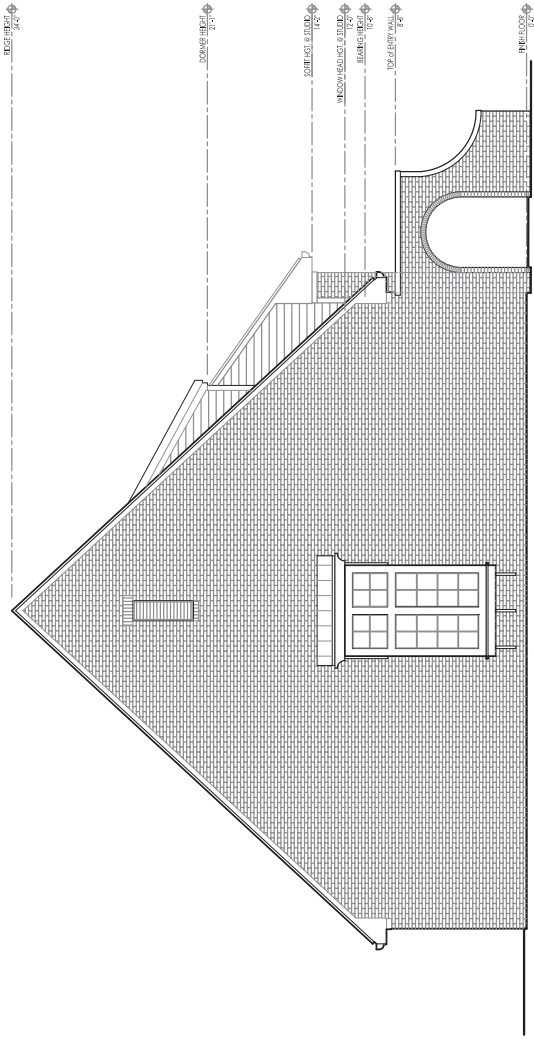
2801 Hwy 280 S
Bldg 3 Suite 500
Birmingham, AL 35223
(205) 380-3334



HYDINGER STEWART & CHEW
COMMERCIAL PROPERTIES, LLC







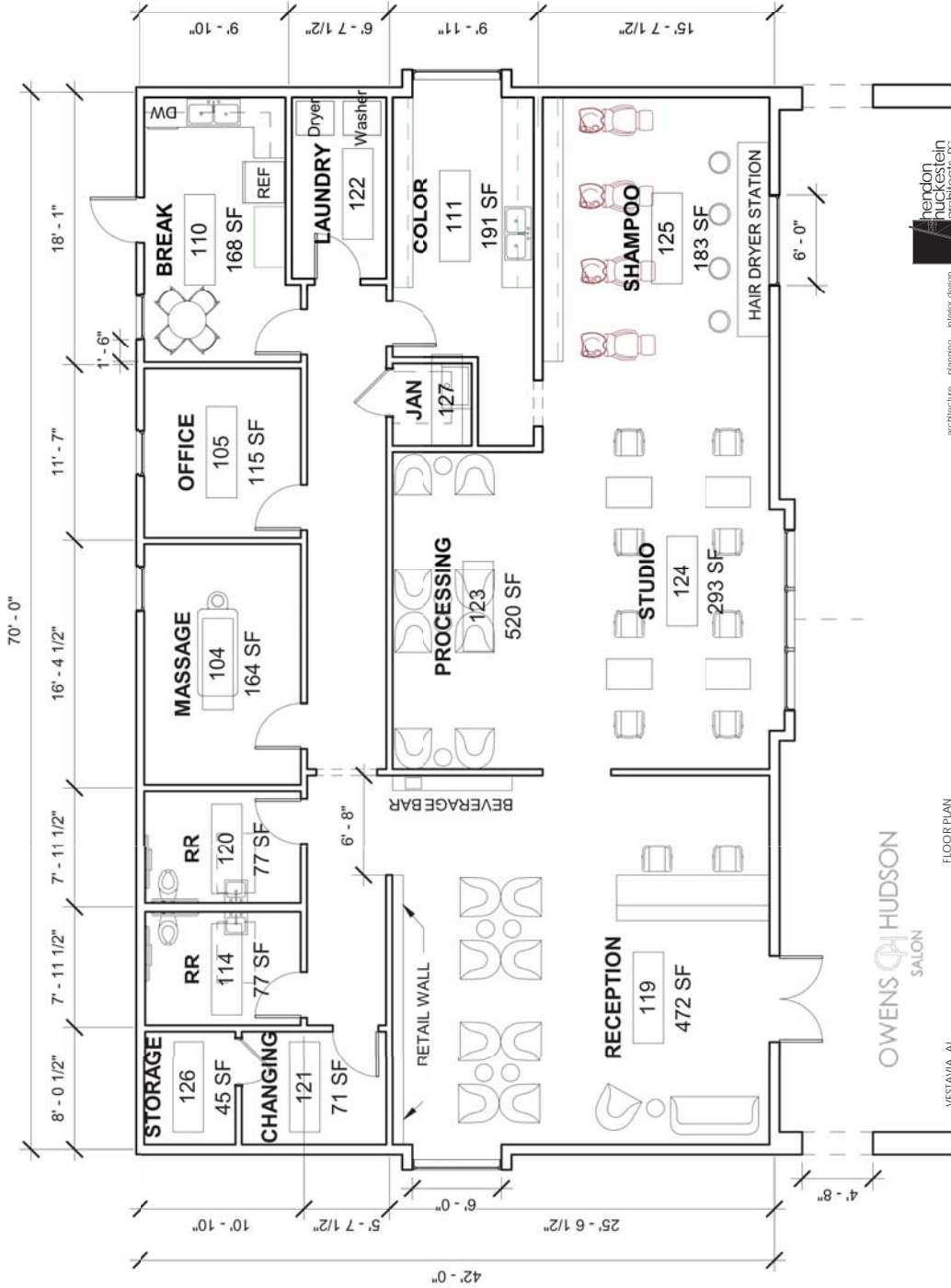
OWENS & HUDSON
SALON

VESTAVIA, AL
scale: 1/8" = 1'-0"

EXTERIOR ELEVATIONS
December 2, 2019



Hendon
Buckstein
Architects, PC
architecture • planning • interior design

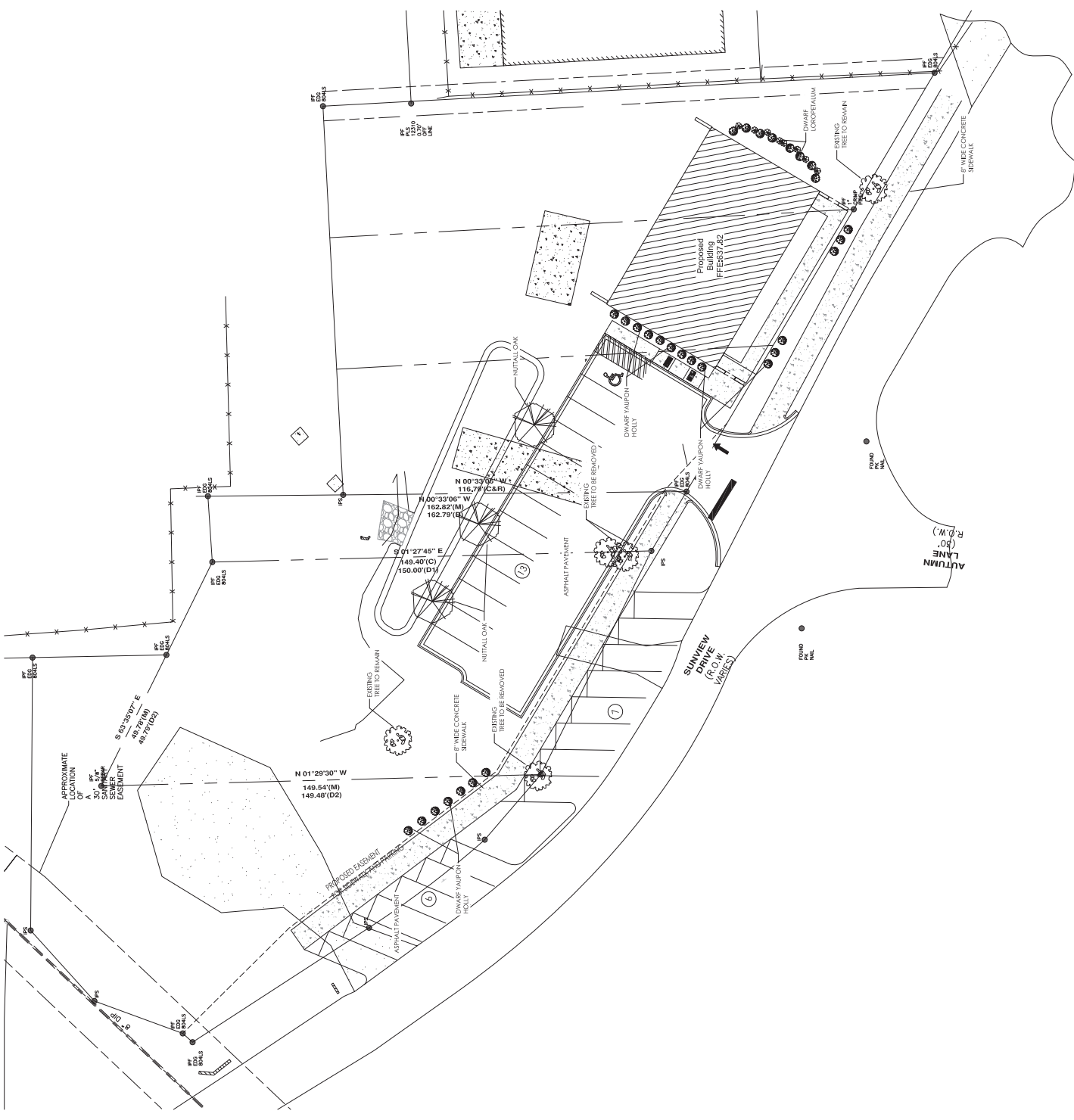


OWENS HUDSON SALON

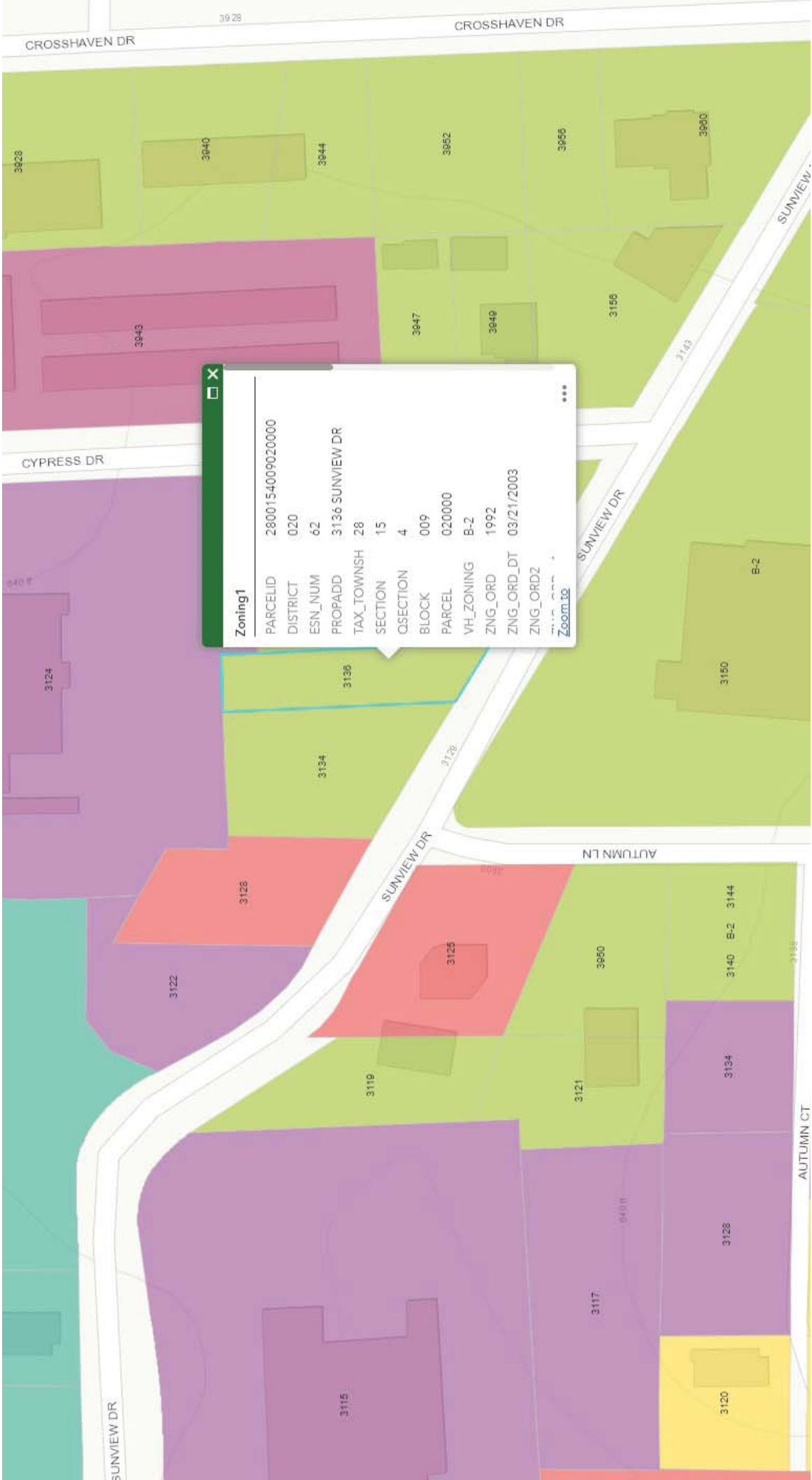
FLOOR PLAN
 December 2, 2019

VESTAVIA, AL
 Scale: 1/8" = 1'-0"

henderson
 huckestein
 architects, PC
 architecture • planning • interior design



CAHABA HEIGHT SALON -
LANDSCAPING
BIRMINGHAM, AL
 12.06.19



Zoning1

PARCELID	2800154009020000
DISTRICT	020
ESN_NUM	62
PROPADD	3136 SUNVIEW DR
TAX_TOWNSH	28
SECTION	15
OSECTION	4
BLOCK	009
PARCEL	020000
VH_ZONING	B-2
ZNG_ORD	1992
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	

Zoom to

CROSSHAVEN DR

CROSSHAVEN DR

3928

3940

3944

3952

3956

3960

3943

3947

3949

3156

3103

SUNVIEW

CYPRESS DR

640 R

3124

3136

3134

3126

SUNVIEW DR

B-2

3150

3124

3122

3128

3119

3125

3950

3140

B-2

3144

3138

3115

3117

3128

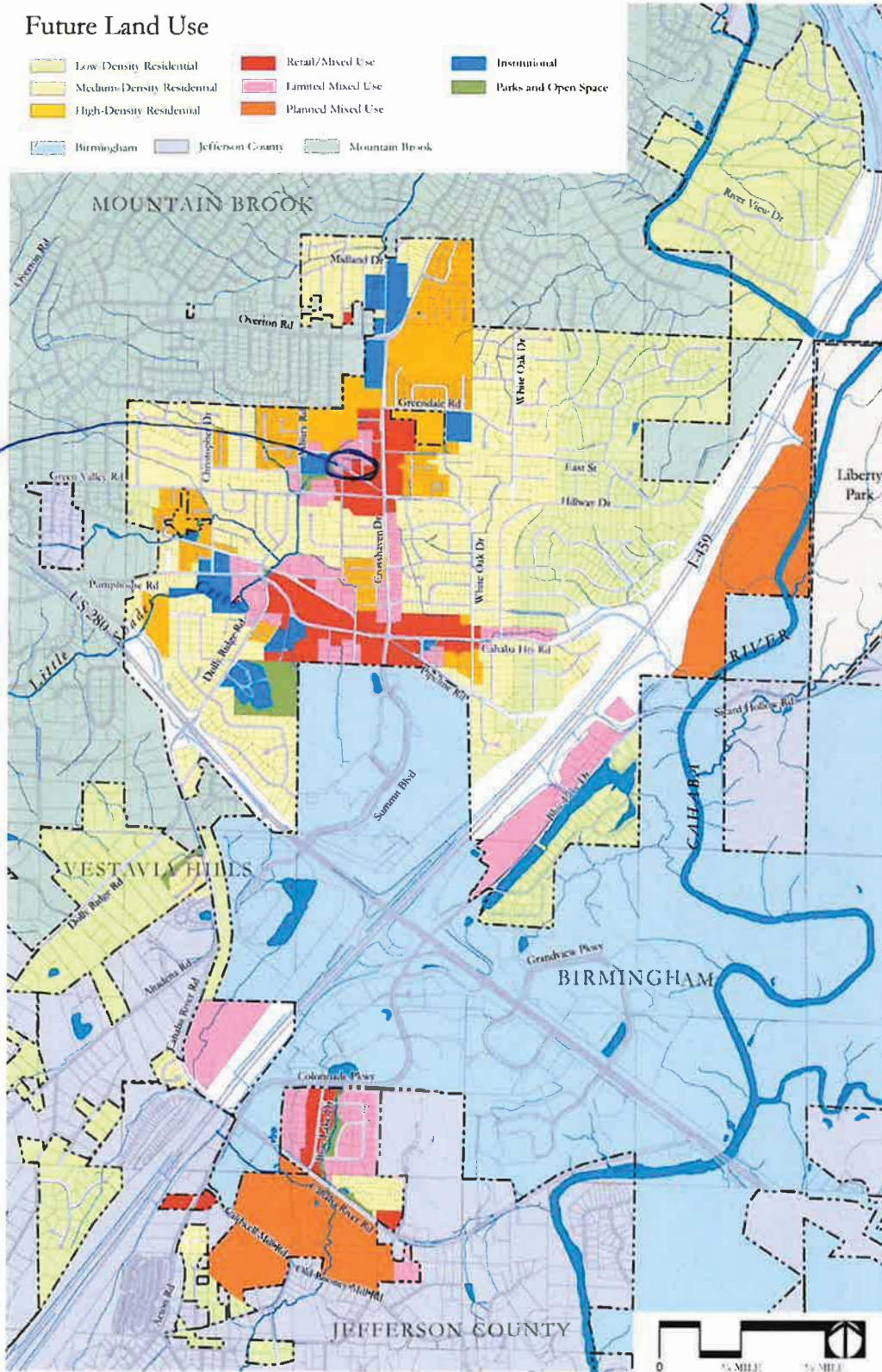
3120

AUTUMN CT

SUNVIEW DR

AUTUMN LN

Future Land Use



Subject Parcel

Figure 4: Future Land Use Map

ORDINANCE NUMBER 2908

AN ORDINANCE ADOPTING AND ENACTING PROCEDURES AND REQUIREMENTS FOR UNCLAIMED PROPERTY FOR THE CITY OF VESTAVIA HILLS POLICE DEPARTMENT AND MUNICIPAL COURT

WHEREAS, in 2013, the Code entitled "The Code of Ordinances of the City of Vestavia Hills, Alabama," ("the Code") was re-published by Municipal Code Corporation, consisting of chapters 1 through 17, each inclusive, was adopted; and

WHEREAS, Municipalities in Alabama are exempt from the Uniform Disposition of Unclaimed Property Act of 2004 by virtue of Title 35-12-73(a)(2) and Title 11-40-15, Code of Alabama, 1975; and

WHEREAS, additions or amendment so the code are needed to address unclaimed property within the Vestavia Hills Police Department and the Vestavia Hills Municipal Court and procedures for handling same; and

WHEREAS, the Mayor and City Council find it in the best public interest to make the necessary additions or amendments a part of the Code in order to establish procedures for handling of unclaimed properties in the Vestavia Hills Police Department and Vestavia Hills Municipal Court.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the City's code be amended as follows:

SECTION 1. ABANDONED AND STOLEN PROPERTY.

- A. For the purpose of this Ordinance Number 2908, the term "Property" shall mean any cash property, including, but not limited to any amounts forfeited, abandoned or stolen which is received and is held and stored for a requisite period of time as established by state, county, local laws and departmental rules and procedures.
- B. Property is presumed abandoned if it is unclaimed by the apparent owner during the time set forth below for the particular property:
 - 1. Property held by a court, government, governmental subdivision, agency, or instrumentality becomes distributable in accordance with State, county, local, and departmental rules and procedures.

2. Police forfeitures as applicable laws.
- C. Property is unclaimed if, for the applicable period set forth in subsection (a), the apparent owner has not communicated in writing, or by other means reflected in a contemporaneous record prepared by or on behalf of the holder, with the holder concerning the property or the account in which the property is held, and has not otherwise indicated an interest in the property. A communication with an owner by a person other than the holder or its representative who has not in writing identified the property to the owner is not an indication of interest in the property by the owner.

SECTION 2. PROCEDURE FOR REDEMPTION OF ABANDONED PROPERTY.

- A. An indication of an owner's or apparent owner's interest in property includes any of the following:
1. The presentment of a check or other instrument of payment.
 2. The making of a deposit to or withdrawal from a bank account. Any correspondence in writing from the holder to the apparent owner, such as the mailing of a statement, report of interest paid or credited, renewal of a deposit or other written information relating to the deposit shall be construed to mean that the apparent owner has indicated an interest in the deposit if the correspondence in writing is not returned to the holder for non-delivery thereof. Any activity or indication of interest by an apparent owner in the deposit or in any other deposits in a holder shall be construed to be activity and indication of interest in all other deposits of the apparent owner in the holder.
- D. Property is payable or distributable for purposes of this article notwithstanding the failure of the owner or apparent owner to make demand or present an instrument or document otherwise required to obtain payment.
- E. Upon declaring property unclaimed under section (a) and (b) the City of Vestavia Hills shall promptly deposit the unclaimed property in the departmental designated accounts.
- F. The City of Vestavia Hills shall retain 10% of all unclaimed property in the Unclaimed Property Reserve Fund.

G. A holder of property presumed abandoned shall make a proof of claim to the City of Vestavia Hills Finance Department concerning the property. The report shall be filed in person. The City of Vestavia Hills Finance Department may grant an exception upon written request as established by rule.

1. The proof of claim must be verified, balanced, and shall contain, but not limited to:
 - a) A description of the property;
 - b) copy of the owners driver's license or any official form used for identification;
 - c) The owners current address and list of all addresses used that may be associated with the property being claimed;
 - d) The owners Social Security number;
 - e) A daytime phone number(s).
2. The City of Vestavia Hills shall review the request of claim and take one (1) of the following steps:
 - a) Contact the claimant for additional information;
 - b) Deny the claim by written notification; or
 - c) Accept the claim for ownership and submit payment within thirty (30) days of the date of the claim submission.

SECTION 3. REPEALER.

In the event that any Ordinance or part thereof is in conflict with this Ordinance, then said Ordinance or part is hereby deemed repealed

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This Ordinance Number 2908 shall become effective immediately following adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 27th day of January, 2020.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 2908 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of January, 2020, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center this the _____ day of _____, 2020.

Rebecca Leavings
City Clerk

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

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

September 3, 2019

By Electronic Mail

Honorable Umang G. Patel
Court Director Vestavia Hills Municipal Court
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Proposed Ordinance for Unclaimed Property

Dear Mr. Patel:

On August 29, 2019, you sent to me draft of proposed language to be incorporated into an Unclaimed Property Ordinance with a request that I review the same and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

Municipalities in Alabama are exempt from the Uniform Disposition of Unclaimed Property Act of 2004 by virtue of Title 35-12-73(a)(2) and Title 11-40-15, *Code of Alabama, 1975*. It is my legal opinion that the proposed language meets the requirements of Alabama. I congratulate you on a job well done.

My only recommendation is that you forward the language to City Clerk Rebecca Leavings with a request that she prepare an ordinance to be presented to the City Council for a first reading. Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes (by e-mail)
City Clerk Rebecca Leavings (by e-mail)