

# Proposal for Pepper Place Entertainment District

Submitted 8.29.18



**SLOSS**

REAL ESTATE

City Use Only - Date Received: \_\_\_\_\_

### City of Birmingham Entertainment District Designation Application

Merchant Association/Organization Name and Physical Address:

Lakeview Business Association

1130 22<sup>nd</sup> Street South Suite 3500, Birmingham, AL 35205

Mailing Address, if different from Physical Address:

Tax ID #: 

Authorized Contact Person/Representative: Catherine Sloss Jones

Email Address: [cjones@slossrealestate.com](mailto:cjones@slossrealestate.com) Telephone: 205-313-4105

Proposed Entertainment District: Pepper Place

Neighborhood(s) where Proposed District is located: Southside

Please read carefully before signing:

I declare, under the penalty of making a false declaration, that I am authorized to complete this form and to the best of my knowledge and belief that all information included with this application for designation of the proposed entertainment district in the City of Birmingham is true and accurate, and has been provided in good faith. I understand and agree that the entertainment district, if designated by the City Council, shall be operated in compliance with any and all applicable state and city laws, ordinances, rules and regulations, and that any failure or refusal to comply with said laws, ordinances, rules and regulations may result in the revocation of the entertainment district designation. I also understand that disclosure of any false or misleading information will result in automatic denial of the entertainment district designation.

Catherine S. Jones  
Print Name

Catherine S. Jones  
Signature

Date



City of Birmingham Entertainment District Designation Application

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1.1 ARTICLES OF INCORPORATION

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ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF SOUTH SEVENTH AVENUE BUSINESS ASSOCIATION, INC.

Pursuant to the provisions of Section 10-3A-80 of the Code of Alabama, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

First: The name of the Corporation is South Seventh Avenue Business Association, Inc.

Second: The following amendment to the Articles of Incorporation was adopted by the Directors of the Corporation on January 1, 1995, in the manner prescribed by the Alabama Non-Profit Corporation Act:

The Articles of Incorporation are hereby amended by deleting Article One in its entirety and substituting in lieu thereof the following:

ARTICLE ONE - NAME

The name of the Corporation shall be Lakeview Business Association.

Third: The Corporation has no members entitled to vote thereon.

Fourth: The foregoing amendment was unanimously approved by the Directors of the Corporation.

Dated this 9th day of March, 2000.

SOUTH SEVENTH AVENUE BUSINESS ASSOCIATION, INC

By: Catherine S. Crenshaw, President

Attested by:

By Wanda Anderson, Secretary



286/81

ARTICLES OF INCORPORATION  
OF  
SOUTH SEVENTH AVENUE BUSINESS ASSOCIATION, INC.

ARTICLE ONE - NAME

The name of the Corporation is SOUTH SEVENTH AVENUE BUSINESS ASSOCIATION, INC., a Non-Profit Corporation.

ARTICLE TWO - DURATION

The term of the existence of the Corporation is perpetual.

ARTICLE THREE - PURPOSE

The purposes for which this Corporation is organized are:

1. The organization is organized exclusively for benevolent, civic, cultural and historic purposes within the meaning of Section 501 (c) of the Internal Revenue Code of 1954. The purpose of the organization is to give neighborhood members and others interested in the South Seventh Avenue Business District a vehicle in which to work together to improve the business climate and quality of life and to preserve the cultural and historic significance of the South Seventh Avenue Business District. The Corporation shall have all the powers granted under the "Alabama Nonprofit Corporation Act", including the power to purchase, receive, lease, take by gift, devise or bequest, or otherwise deal in and with real or personal property, or any interests therein; and the power to enter into contracts for the betterment of the business district. No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation. This Corporation shall carry out its programs regardless of race, color, creed or national origin, and otherwise as required by the laws of the State of Alabama and of the United States of America. The Corporation shall have the power to borrow money upon open note, to buy, sell, discount, or otherwise deal in Mortgages, Notes, Deeds of Trust, or other securities on real and personal property.

2. The Corporation shall have and enjoy all the powers conferred on like corporations under the laws of the State of Alabama for benevolent, civic, cultural and historic purposes, and particularly the powers, privileges and immunities set forth in Section 10-3(a)-4 of the Code of Alabama 1975, as amended in 1984, and as provided in the ABA Model Non-Profit Corporation Act.

3. The Corporation is organized in order to engage in any lawful purpose or purposes not for pecuniary profit.

ARTICLE FOUR - DIRECTORS

There shall be six (6) members of the initial Board of Directors of the Corporation. The names and addresses of the persons who are to serve as Directors until the first election thereof are as follows:

NAMES AND ADDRESSES

Cathy Crenshaw	2717 7th Avenue South, #205 Birmingham, Alabama 35233
Austin Cunningham	36 Barber Court Birmingham, Alabama 35209
David Funk	709 27th Place South Birmingham, Alabama 35233
Joseph Boohaker	3001 7th Avenue South Birmingham, Alabama 35233
Marilyn Sheffield	2717 7th Avenue South, #305 Birmingham, Alabama 35233
Lewis Kennedy	2700 7th Avenue South Birmingham, Alabama 35233

ARTICLE FIVE - REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation shall be located at 2717 7th Avenue South, #205, Birmingham, Alabama 35233. The initial Registered Agent at that address shall be Cathy Crenshaw.

ARTICLE SIX - MEMBERS

The Corporation shall have members. There shall be no stockholders or shares of stock. The management and control of all of the property, business and affairs of the Corporation shall reside in and be exercised by a Board of Directors. Only such persons as are above the age of nineteen (19) years and of good moral character are suitable and proper for managing the affairs of the Corporation.



ARTICLE SEVEN - INCORPORATORS

The names and addresses of the subscribers of these Articles of Incorporation are:

NAMES AND ADDRESSES

Cathy Crenshaw	2717 7th Avenue South, #205 Birmingham, Alabama 35233
Austin Cunningham	36 Barber Court Birmingham, Alabama 35209
David Funk	709 27th Place South Birmingham, Alabama 35233
Joseph Boohaker	3001 7th Avenue South Birmingham, Alabama 35233
Marilyn Sheffield	2717 7th Avenue South, #305 Birmingham, Alabama 35233
Lewis Kennedy	2700 7th Avenue South Birmingham, Alabama 35233

ARTICLE EIGHT - ELECTION OF DIRECTORS

Directors shall be elected by the Members of the Corporation at the annual meeting which will be the last quarterly meeting each year. Directors shall be elected, with a quorum, by all Members in attendance, by majority vote. Directors shall serve from January 1 of each year through December 31 of the same year.

ARTICLE NINE - CHANGE IN NUMBER OF DIRECTORS

A change in the number of Directors of the Corporation shall be made only by amendment to these Articles of Incorporation.

ARTICLE TEN  
LIABILITY OF OFFICERS, DIRECTORS AND MEMBERS

No member, officer or director of the Corporation shall assume any personal liability for the member, officer, director or the business which that person represents by virtue of his, her or its membership, office held, or directorship held, in SOUTH SEVENTH AVENUE BUSINESS ASSOCIATION, INC. for acts done by said member, officer or director being performed in the representative capacity as agent, member, officer or director of the Corporation, nor shall any member, officer or director of the Corporation assume any personal liability for the activities and affairs of said Corporation.

ARTICLE ELEVEN  
501(c) ACTIVITIES AND DISSOLUTION

No substantial part of the activities of this Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. This Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, this Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States internal revenue law).

On the dissolution of this Corporation, the Board of Directors shall, after paying or making provisions for the payment, of all liabilities of this Corporation, dispose of all of the assets of this Corporation exclusively for the purpose of this Corporation or to an organization or organizations that are organized and operated exclusively for benevolent, civic, cultural or historic purposes and that shall at the time qualify as exempt organizations under Section 501(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States internal revenue law). Any assets not so disposed of shall be disposed of by a court of competent jurisdiction, in the county where the principal office of this corporation is then located, exclusively for the purposes or to the organizations that the court determines are organized and operated exclusively for benevolent, civic, cultural, or historic purposes.

IN WITNESS WHEREOF, we have subscribed our names on this the 16<sup>th</sup> day of October, 1986.

Cathy Crenshaw  
Cathy Crenshaw, Incorporator

Austin Cunningham  
Austin Cunningham, Incorporator

David Funk  
David Funk, Incorporator

Joseph G. Boohaker  
Joseph Boohaker, Incorporator

Marilyn Sheffield  
Marilyn Sheffield, Incorporator

M. Lewis Kennedy  
Lewis Kennedy, Incorporator

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STATE OF ALABAMA )

JEFFERSON COUNTY )

Before me, a Notary Public in and for said State and County, personally appeared, CATHY CRENSHAW, AUSTIN CUNNINGHAM, DAVID FUNK, JOSEPH BOOHAKER, MARILYN SHEFFIELD, and LEWIS KENNEDY, who are known to me to be the persons named in and who executed the foregoing instrument, and severally acknowledge that they executed the same voluntarily.

GIVEN UNDER MY HAND AND SEAL on this the 16<sup>th</sup> day of October, 1986.

*Elaine H. Mitchell*  
Notary Public

My Commission Expires July 17, 1988

THIS INSTRUMENT WAS PREPARED BY:

Alan Lamar King  
KING AND KING  
Attorneys at Law  
713 South 27th Street  
P.O. Box 10224  
Birmingham, Alabama 35202-0224  
Telephone: (205) 324-2701

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
OCT 17 1 58 PM '86  
RECORDED & \$1 MTC. TAX  
& \$ DEPO TAX HAS BEEN  
PD. ON THIS INSTRUMENT.  
*2600*

## 1.2 BY-LAWS

**Amended and Restated Bylaws**  
of The Lakeview Business Association  
(an Alabama non-profit corporation)

**ARTICLE I**  
**Organization and Objectives**

**Section 1.1**    **Name.**    The name of the corporation shall be “The Lakeview Business Association.”

**Section 1.2**    **Mission and Purposes.**    The Lakeview Business Association (the “Corporation”) has the following mission and purposes:

- a. Mission: to develop and market the Lakeview District (the “District,” defined as the area from the Elton B. Stephens Expressway to 33<sup>rd</sup> Street South; and from The Sloss Furnaces Business District, to University Boulevard/Clairmont Avenue; to include additional areas defined by the Lakeview Commercial Revitalization District) as a premier location to live, work, and do business.
- b. Purposes:
  - Encourage Smart Growth principles within the District;
  - Support businesses operating within the District;
  - Encourage business development within the District;

**ARTICLE II**  
**Membership**

**Section 2.1**    **Eligibility.**        Membership in The Lakeview Business Association shall be available to any individual or organization whose aims and purposes are in harmony with the mission and purposes of the corporation and who pay such dues as are determined by the Board of Directors.

**Section 2.1**    **Membership and Dues.**        The Board of Directors shall determine membership categories and the dues for each category.

The Board of Directors shall establish dues for the following fiscal year at either the Annual Meeting or the last Meeting prior to the beginning of the following fiscal year. The Board of Directors shall also establish the dates by when dues shall be due and payable for each year and delinquency of unpaid dues. Membership shall be subject to cancellation for failure to pay dues by such due date as may be set by the Board of Directors.

**Section 2.3**    **Privileges of Members.**        Membership in the Corporation shall entitle the member to participate in all functions and meetings of the Corporation, to one vote on all matters brought before the Corporation at its annual or other meetings, to receive the Corporation's publications, and to hold office in the Corporation.

**Section 2.5**    **Duration of Membership.**        Members may join at any time by the completion of an application and payment of dues. Membership shall be maintained so long as dues are not delinquent.

**ARTICLE III**  
**BOARD OF DIRECTORS**

**Section 3.1**    **Powers and Responsibilities.**        The business, property and affairs of the Corporation shall be managed and controlled by the Board of Directors, subject to these Bylaws.

**Section 3.2**    **Eligibility and Qualifications.**        Members of the Board of Directors shall be members in good standing who are committed to uphold the mission and purposes of the Corporation as stated in the Bylaws and shall have the willingness and ability to devote necessary time to Corporation activities.

**Section 3.3. Directors.** The number of directors shall be shall not be less than three and not more than 21. Directors shall be elected for two-year terms and may serve consecutive terms if elected.

The Board of Directors may elect Ex Officio members, who shall serve without a vote.

**Section 3.3 Vacancies.** Vacancies on the Board of Directors shall be filled by the remaining members of the Board of Directors.

**Section 3.4 Resignation and Removal of member of the Board of Directors.** Any member of the Board of Directors may resign at any time by submitting his or her written resignation to the Board of Directors, but he shall not thereby be relieved of any prior indebtedness to the Association. Any member of the Board of Directors may be removed by the affirmative vote of at least three-fourths of the Board of Directors of the Association with or without cause, and such action shall be conclusive on the member so removed.

**Section 3.5 Annual Meetings.** An annual meeting of the Board of Directors shall be held in the third quarter of each year. Any business that may lawfully be submitted to the Board of Directors for a vote may be conducted at the annual meeting. The election of officers will ordinarily be conducted at the annual meeting. The meeting shall be held at such date and hour as may be determined by the Board of Directors. In the event the annual meeting is not held or the election for officers is not held, those officers then in office shall continue to hold office until their successors are elected and qualify.

**Section 3.6 Special Meetings.** Special meetings of the Board of Directors shall be held whenever called by the Chairman or a majority of the Board, either in writing or by vote.

**Section 3.7 Organizational Meetings.** Meetings of the members of the Corporation shall be presided over by the Chairman, or if the Chairman is not present, by the Vice-Chairman.

**Section 3.8 Committees.** The Chairman or the Board of Directors may appoint one or more committees of members to do the work of the Corporation.



**Section 3.9    Executive Committee.** The Board of Directors may appoint an Executive Committee which will have all the authority of the Board of Directors between meetings of the Board of Directors, except the authority to amend the articles of incorporation.

**Section 3.10    Place of Meeting.** All meetings of the membership of the Corporation shall be held at such place within or without the State of Alabama as may be fixed by the Board of Directors or the majority of the members of the corporation and specified in the notice of the meeting.

**Section 3.11    Notice of Meetings.** Not less than five days no more than 30 days before the date of each meeting of the members of the Corporation, the Chairman or the Secretary shall give or cause to be given to each member of the Corporation, each personally, by e-mail, or by regular mail, directed to the last known address as it appears on the records of the Corporation, written or printed notice stating the place, date and hour of the meeting and, in the case of a special meeting or in the case of an annual meeting at which any special action is to be taken, the purpose or purposes for which the meeting is called or the special action which is proposed to be taken.

Any meeting of the members of the Corporation may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by oral announcement at the meeting being adjourned.

**Section 3.12    Quorum.** A quorum for a meeting of the Board of Directors shall consist of a majority of its Members.

**Section 3.13    Compensation.** The Board of Directors shall not be compensated for their services. Subject to approval by the Members, the Board of Directors shall prescribe the method of payment of reimbursable expenses which shall be payable to any or all Officers and Members of the Board of Directors for performance of their duties.

## **ARTICLE IV** **OFFICERS**

**Section 4.1    Eligibility.** Officers shall be elected from among the members of the Board of Directors.



**Section 4.2**     **Chairman.** The Chairman shall preside over all meetings of the Corporation, appoint Committees, and monitor and supervise the activities of the Corporation. The Chairman shall perform such other duties as may be delegated by the Board of Directors.

**Section 4.3**     **Vice-Chairman.** The Vice-Chairman shall perform the duties and exercise the powers of the Chairman during the absence or disability of the Chairman. The Vice-Chairman shall perform such other duties as may be delegated by the Board of Directors.

**Section 4.4**     **Secretary.** The Secretary shall preserve in the books of the Corporation accurate minutes of the proceedings of such meetings. The Secretary shall perform such other duties as may be delegated by the Board of Directors.

**Section 4.5**     **Treasurer.** The Treasurer shall have the powers and duties usually associated with such office. The Treasurer shall perform such other duties as may be delegated by the Board of Directors.

**Section 4.6**     **Term.** The Officers of the Corporation shall each remain in the office two (2) years, or until a successor is elected.

## **ARTICLE V** **AMENDMENTS TO THE BYLAWS**

**Section 5.1**     **Amendments.** The power to amend the Articles shall be vested in the Board of Directors except for the matters expressly reserved to the members as stated herein. No amendments shall be adopted by the Board of Directors unless the proposed amendments are first distributed to the members at least 10 days prior to any action on the proposed amendments by the Board of Directors.

## **ARTICLE VI** **FINANCIAL MATTERS**

**Section 6**        **Books and Records.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of all proceedings. The Corporation shall keep at its registered or principal office a record giving the names and addresses of the directors entitled to vote. All books and records of the Corporation may be inspected by any director. The Board of Directors shall have power to determine which accounts and books of the corporation, if any, shall be



open to the inspection of the Members, except such as may by law be specifically open to inspection, and shall have power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts and books which by law or by determination of the Board of Directors shall be open to inspection; and the Members' rights in this respect are and shall be restricted and limited accordingly.

**Section 6.1. Annual Budget.** A budget for the following fiscal year of the Corporation shall be submitted by the President for approval by the Board of Directors at the last regular meeting of the Board of Directors before the annual meeting. The Board of Directors and Members shall approve such budget. Major deviation or modification of the budget requires approval of the Board of Directors.

**Section 6.2. Checks and Notes.** Checks, notes, drafts and demands for money shall be signed by the Chairman or other officer or officers from time to time designated by the Board of Directors.

**Section 6.3. Interested Directors and Officers.** No contract or transaction between this corporation and one or more of its directors or officers, or between this corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purposes, if:

1. The material facts as to such director's or officer's interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorized the contract or transaction by a vote sufficient for such purpose without counting the vote of the interested director or directors; or
2. The material facts as to such director's or officer's interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote hereon, and the contract or transaction is specifically approved or ratified in good faith by vote of such shareholder; or
3. The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the shareholders.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or committee thereof, which authorizes the contract or transaction

**ARTICLE VII**  
**INDEMNITY**

**Section 7.1. Indemnification of Officers and Directors.** The Corporation shall indemnify and hold harmless any person (an "Indemnified Person") who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, against expenses (including, but not limited to, attorney's fees and disbursements, court costs and expert witness fees), and against any judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding; unless (a) the Board of Directors acts in accordance with Sub-Section 3 below or unless (b) the Corporation has carried the burden of proving, in an action before any court of competent jurisdiction, that such Indemnified Person is not entitled to such indemnification (i) in a criminal matter, by reason of the Director having reasonable cause to believe that the conduct concerned was unlawful or (ii) in a civil matter, by reason of the Director failing to act in good faith and reasonably believing that the conduct concerned was not in the best interests of the Corporation.

**Section 7.2. Indemnification of Employees and Others.** The Board of Directors shall have the power to cause the Corporation to provide to employees and agents of the Corporation all or any party of the right to indemnification and other rights of the type provided under Sub-Section 1 above of this Article (subject to the conditions, limitations and obligations specified therein), upon a resolution to that effect identifying such employees or agents (by position or name) and specifying the particular rights provided which may be different for each of the employees and agents so indemnified. Each employee or agent of the Corporation so identified shall be an "Indemnified Person" for purposes of the provisions of this Section 11.

**Section 7.3. Determination.** Notwithstanding any judgment, order, settlement, conviction or plea in any action, suit or proceeding of the kind, an Indemnified Person shall be entitled to indemnification as provided in this Section 11 unless a determination that such Indemnified Person is not entitled to such indemnification shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who are not seeking the benefits of such indemnification. Notwithstanding any determination pursuant to the preceding sentence, if such determination shall have been made at a time that the Members of the Board of Directors serving when the event upon which such Indemnified Person's liability has been based occurred no longer constitute a majority of the Members of the Board of Directors, then such Indemnified Person shall nonetheless be entitled to indemnification as set forth in this Section 11 subject to Sub-Section 1(b) hereof.

**Section 7.4. Advances.** Expenses (including, but not limited to, attorney's fees and disbursements, court costs, and expert witness fees) incurred by an Indemnified Person in defending any action, suit or proceeding of the kind described in this Section 11 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as set forth herein. The Corporation shall promptly pay the amount of such expenses to the Indemnified Person, but in no event later than ten (10) days following the Indemnified Person's delivery to the Corporation of a written request for an advance pursuant to this Sub-Section 4, together with a reasonable accounting of such expenses; provided, that the Indemnified Person shall undertake and agree to repay to the Corporation any advances made pursuant to this Sub-Section 4 if it shall be determined that the Indemnified Person is not entitled to be indemnified by the Corporation for such amounts by reason of fraud. The Corporation shall make the advances contemplated by this Sub-Section 4 regardless of the Indemnified Person's financial ability to make repayment. Any advances and undertakings to repay pursuant to this Sub-Section 4 shall be unsecured and interest-free.

**Section 7.5. Non-Exclusivity.** The indemnification and advancement of expenses provided by or granted pursuant to this Article VII shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any Bylaw, resolution or agreement.

**Section 7.6. Insurance.** The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, nonprofit corporation, joint venture, trust, partnership, unincorporated business association or other enterprise, against any liability asserted against such person and incurred by such person in any capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Section 11.

**Section 7.7. Amendment.** Any amendment to the Section 11 which limits or otherwise adversely affects the right of indemnification, advancement of expenses, or other rights of any Indemnified Person hereunder shall, as to such Indemnified Person, apply only to claims, actions, or proceedings based on actions, events or omissions (collectively, "Post Amendment Events") occurring after such amendment and after delivery of notice of such amendment to the Indemnified Person so affected. Any Indemnified Person shall, as to any claim, action, suit or proceeding based on actions, events or omissions occurring prior to the date of receipt of such notice, be entitled to the right of indemnification, advancement of expenses and other rights under this Article to the same extent as had such provisions continued as part of the Bylaws of the Corporation without such amendment. This Sub-Section 7 cannot be altered, amended or repealed in a manner effective as to any Indemnified Person (except as to Post Amendment Events) without the prior written consent of such Indemnified Person.

**Section 7.8. Agreements.** The provisions of this Article shall be deemed to constitute an agreement between the Corporation and each person entitled to indemnification hereunder. In addition to the rights provided in this Article, the Corporation shall have the power, upon authorization by the Board of Directors, to enter into an agreement or agreements providing to any person who is or was director, officer, employee or agent of the Corporation indemnification rights substantially similar to those provided in this Article.

**Section 7.9. Continuing Benefits.** The indemnification and advancement of expenses provided by or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**Section 7.10. Severability.** Each of the Sections of this Article, and each of the clauses set forth therein, shall be deemed separate and independent, and should any party of any such Section or clause be declared invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall in no way render invalid or unenforceable any other part thereof or any other separate Section or clause of this Section 11 which is not declared invalid or unenforceable.

**END OF BY-LAWS**

### 1.3 ORGANIZATIONAL MEMBERS & POINT OF CONTACT



#### 2018 BOARD OF DIRECTORS EXECUTIVE COMMITTEE

*Chair* Catherine Sloss Jones, Sloss Real Estate Co., Inc.

*Vice-Chair* (vacant)

*Secretary/Treasurer* (vacant)

Steve Mote, American Osment

(vacant), BBVA Compass Bank

Jill Deer, Brasfield & Gorrie

Jeff Stone, Brasfield & Gorrie

Richard Mauk, Consumer Financial Education Foundation of America

W. Scott Hinkle, Regions Bank

Brenna Powell St. Vincent's Health System

#### **Points of Contact:**

Ashley Walker, Sloss Real Estate Company

Callan Childs, Sloss Real Estate Company



**1.4 EVIDENCE OF AUTHORITY GRANTED BY LAKEVIEW BUSINESS ASSOCIATION TO SUBMIT APPLICATION**



**MEMORANDUM**

**TO: City of Birmingham**

**FROM: Lakeview Business Association**

**SUBJECT: Authorization to Submit Entertainment District Application**

**DATE: July 26<sup>th</sup>, 2018**

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To whom it may concern,

The Board of Directors of the Lakeview Business Association are in favor of the organization applying to the City of Birmingham to have the blocks between 2nd Ave S and 3rd Ave S from 27th St S to 31st St S (Pepper Place) designated as an Entertainment District and hereby grants authority to do so.

Sincerely,

A handwritten signature in blue ink that reads "Catherine S. Jones".

Catherine Sloss Jones  
Chairman  
Lakeview Business Association



## 1.5 EVIDENCE OF NEIGHBORHOOD ASSOCIATION SUPPORT



July 26<sup>th</sup>, 2018

*Via United States Postal Service Delivery*

Irene Johnson  
Southside Neighborhood Association  
2300 10<sup>th</sup> Court South  
Birmingham, AL 35205

RE: Lakeview Business Association Notification of Entertainment District Application

Dear Ms. Johnson,

I hope all is well with you and the Southside Neighborhood Association. The Lakeview Business Association is preparing an application to the City of Birmingham to have the Pepper Place Market District designated as an Entertainment District. This will include the blocks between 2<sup>nd</sup> and 3<sup>rd</sup> Avenue South from 27<sup>th</sup> to 31<sup>st</sup> Street South (please see attached map).

The Entertainment District designation will allow patrons of the Pepper Place Entertainment District the right to carry alcoholic beverages within the boundaries of the Pepper Place property during specific hours of operation.

Our application to the City of Birmingham will include a comprehensive plan as detailed below:

- A plan for security and/or police protection for the area,
- A plan for maintaining the appearances, sanitation, and fire and safety features,
- A plan for adequate parking for patrons visiting the district,
- A description of tamper proof measures to identify persons of legal drinking age;
- A description of proposed cups with an identifying logo that will be used for beverages sold for consumption within the district premises.

We hope that becoming an Entertainment District will increase tourism and sales for the businesses within our community while complementing the City's economic development goals. Please know that as we expand, we will continue to be diligent in maintaining the property in making it an inviting, safe, fun and exciting place to visit. Should you or any members of your community have any questions, please do not hesitate to contact me at (205) 313-4105. We look forward to continued progress in the Southside Neighborhood.

Sincerely,

Catherine Sloss Jones  
Chairman  
Lakeview Business Association



Southside Neighborhood Association  
2520 Southtown Ct. S  
Birmingham, AL 35205

August 24, 2018

Re: Entertainment District Application for Pepper Place

Ms. Walker,

Thank you for attending the Southside Neighborhood Association meeting on August 16<sup>th</sup>, 2018. This letter is to confirm that the Southside Neighborhood Association is in support of the Lakeview Business Association applying to obtain an Entertainment District designation for Pepper Place.  
Sincerely,

*Irene Johnson*

Irene Johnson, President  
205 322 5975 / 205-288-4415  
280irene@gmail.com



## **2.0 DESCRIPTION OF PROPOSED PEPPER PLACE ENTERTAINMENT DISTRICT**

The Pepper Place Market and Entertainment District, owned and managed by Sloss Real Estate Company, Inc., is a mixed-use destination offering more than 350,000 square feet of unique space all connected by a walkable, pedestrian-friendly footpath that connects our community free of traffic. Pepper Place hosts a variety of tenants including retail, warehouse, showrooms, restaurants, entertainment, health & wellness, design, media, offices and a renowned farmers market.

Adjacent to the historic Sloss Furnaces National Historic Landmark, Pepper Place is the link between the redevelopment of downtown Birmingham to the west and revitalization of the old “streetcar suburbs” of Avondale, Crestwood and Woodlawn.

Highlights of the district include but are not limited to: ample free lots and curbside parking available throughout; extensive outdoor spaces and gathering spots; the Zyp Bikeshare program along with new bike lanes and a weekly rain or shine farmers market supporting Alabama farmers and makers.

Expanded sidewalks and alley improvements make Pepper Place one of the most walkable areas of the City with annual visitors estimated to be around 285,500.

Parking lots within the district will be utilized for special events.

## 2.1 ECONOMIC DEVELOPMENT GOALS

Historically, entertainment districts have contributed to the economic development goals of their perspective cities by providing economic growth and promoting urban development. Entertainment districts create a sense of community via socialization and in some cases, a central gathering spot for the city.

The Lakeview Business Association believes that designating Pepper Place as an entertainment district will provide economic benefits to the Pepper Place district, the Southside Neighborhood and surrounding neighborhoods while complimenting the City's economic development goals.

Anticipated future economic benefits include:

- An increase in city sales tax revenue
- An increase in tourism
- Potential for new businesses
- Potential for new jobs
- Urban development

We believe that Pepper Place will become more of a Birmingham destination spot for both locals and tourists. We anticipate an increase in foot traffic throughout the district and will encourage patrons to window shop, utilize our garden and patio spaces, and embrace the "live, work, play" culture.

We also anticipate collaboration between our Licensees. During a preliminary meeting to discuss our entertainment district objectives, tenants discussed working together to host special events during entertainment district hours to promote the district and bring in extra revenue to the businesses and thus sales tax revenues to the City of Birmingham.



## **2.2 SECURITY PLAN**

The Lakeview Business Association intends to provide adequate security at all times to the patrons of the Pepper Place Entertainment District.

A security guard is on site during the Farmers Market which takes place every Saturday from 7a-noon. Entertainment district hours will overlap with the Farmers Market from 10am-noon on Saturdays. Security personnel will be advised of the Entertainment District rules and regulations if we are awarded the designation. A gator owned by Sloss Real Estate is on site and can be provided to security if needed.

Every Licensee participating in the district is in compliance with the Alabama Beverage Control rules and regulations. The Felder Ordinance does not apply to any of the participants.

We have consulted with the Birmingham Police Department's South Precinct regarding the proposed district. A Crime Prevention Officer performed Security Assessments on every Licensee and educated the business owners with crime prevention and business watch tips.

The Pepper Place district is managed by Sloss Real Estate. Sloss Real Estate controls various security cameras throughout the property. Sloss Real Estate personnel as well as their IT provider have full capability to pull DVR footage on demand for all Sloss real Estate managed cameras. Every licensee participating has security cameras as well. A copy of camera locations has been distributed to Captain Sellers of the Birmingham Police Department's South Precinct.

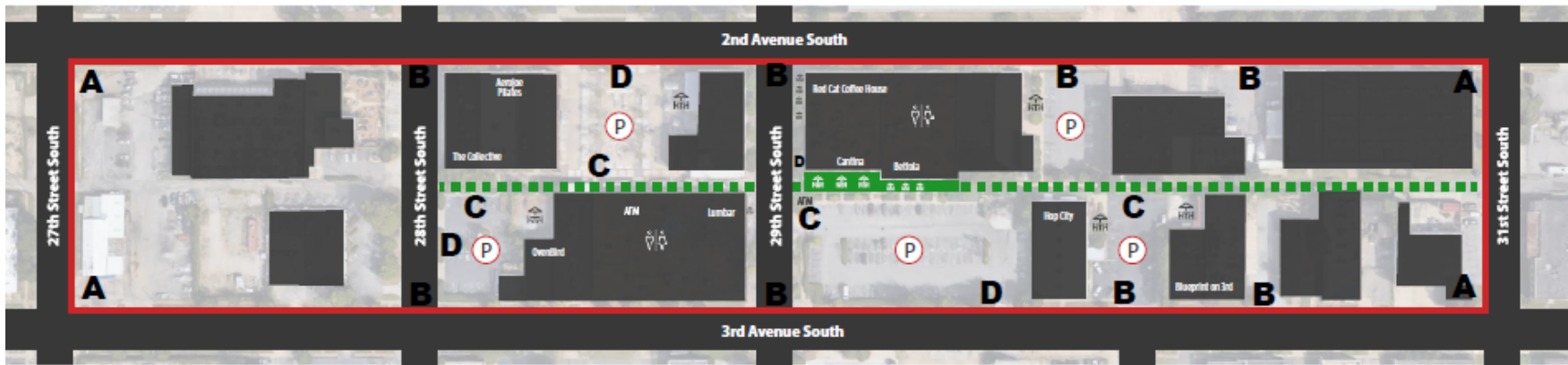
Lakeview Business Association has an ongoing relationship with the Birmingham Police Department and utilizes uniformed off-duty police officers during special events and will continue to do so as needed.

2.3 BOUNDARY MAP & PLANS FOR ADEQUATE PARKING



# ENTERTAINMENT DISTRICT

- Pedestrian Alley for on-foot connectivity between the Pepper Place shops and restaurants with outdoor dining.
- District Boundary.
- Outdoor Dining.
- P Free Parking with the proposed Entertainment District.



**A**  
DISTRICT BOUNDARY



**B**  
SIDEWALK



**C**  
PEPPER PLACE MAP

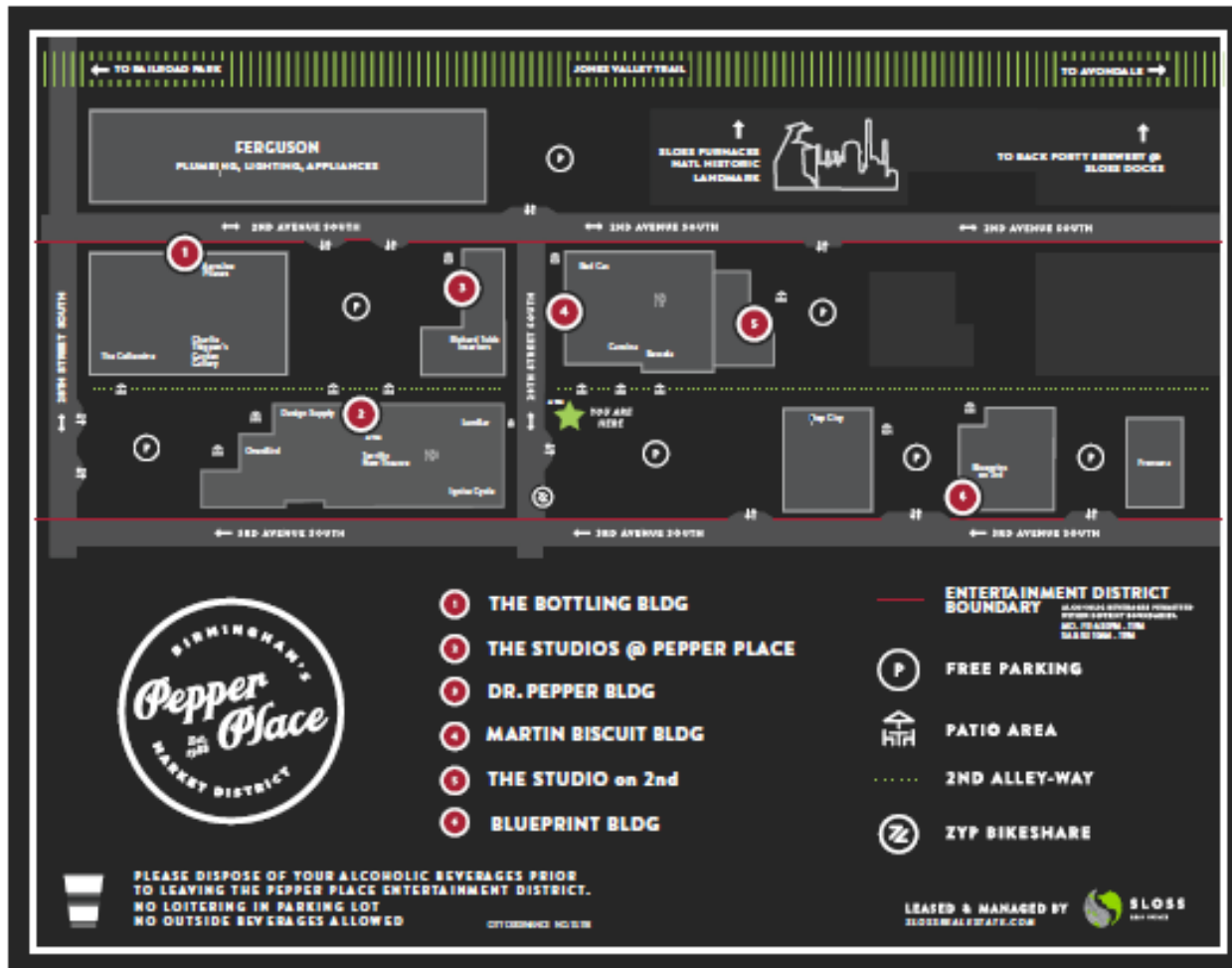


**D**  
PARKING SIGN






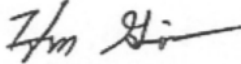
**GARBAGE CAN**  
Placed strategically throughout the district.

2.3 SITE MAP







**2.4 EVIDENCE OF 4 OR MORE LIQUOR LICENSES**





**1. OvenBird Liquor License**

		STATE OF ALABAMA			
		<b>ALCOHOLIC BEVERAGE CONTROL BOARD</b> MONTGOMERY, ALABAMA			
<h1 style="margin: 0;">2018-2019</h1>					
LICENSE EXPIRES SEPTEMBER 30, 2019 RENEW LICENSE(S) BEFORE AUGUST 1, 2019 Confirmation Number: 20180611000024002 Renewal Period: June 1, 2019 Through July 31, 2019					
<b>License Number: 010578237</b>					
County:	JEFFERSON	Tobacco Business Type:	44	Vending Machines:	0
Effective Date:	10/01/2018	Printed Date:	06/11/2018		
Trade Name:	OVENBIRD				
Licensee:	C AND I VENTURES LLC				
Location:	2810 3RD AVE S STE 200		AL	35233	
Mailing Address:	52 NORMAN DR		AL	35213	
	BIRMINGHAM				
Alabama Sales Tax ID:	R009266425				
020	RESTAURANT RETAIL LIQUOR	610	RVP - ONE RETAIL LIQUOR LICENSE		
<p>These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.</p> <p>These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.</p> <p>For questions or assistance go to our website <a href="http://www.abc.alabama.gov">www.abc.alabama.gov</a> click license and find the district contact number that services the county for this license.</p>					
103967					
					
 ADMINISTRATOR					

**2. Hop City Liquor License**




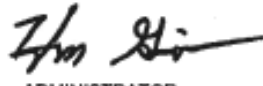
		STATE OF ALABAMA <b>ALCOHOLIC BEVERAGE CONTROL BOARD</b> MONTGOMERY, ALABAMA			
<h2 style="margin: 0;">2018-2019</h2>					
LICENSE EXPIRES SEPTEMBER 30, 2019 RENEW LICENSE(S) BEFORE AUGUST 1, 2019					
Confirmation Number: 20180621000008554 Renewal Period: June 1, 2019 Through July 31, 2019					
<b>License Number: 010091337</b>					
County:	JEFFERSON	Tobacco Business Type:	45	Vending Machines:	0
Effective Date:	10/01/2018	Printed Date:	06/21/2018		
Trade Name:	HOP CITY CRAFT BEER AND WINE				
Licensee:	HOP CITY II INC				
Location:	2924 3RD AVE SOUTH				
	BIRMINGHAM		AL		35233
Mailing Address:	2924 3RD AVE SOUTH				
	BIRMINGHAM		AL		35233
Alabama Sales Tax ID:	R008264932				
040	RETAIL BEER (ON OR OFF PREMISES)		080	RETAIL TABLE WINE (ON OR OFF PREMISES)	
These privileges have been issued under the provisions of Title 26, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.					
These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.					
For questions or assistance go to our website <a href="http://www.abc.alabama.gov">www.abc.alabama.gov</a> click license and find the district contact number that services the county for this license.					
100592					
				 ADMINISTRATOR	
					

**3. Bettola Liquor License**

		STATE OF ALABAMA			
		<b>ALCOHOLIC BEVERAGE CONTROL BOARD</b>		MONTGOMERY, ALABAMA	
		<b>2018-2019</b>			
		LICENSE EXPIRES SEPTEMBER 30, 2019		RENEW LICENSE(S) BEFORE AUGUST 1, 2019	
		Confirmation Number: 20180713000027460			
		Renewal Period: June 1, 2019 Through July 31, 2019			
		<b>License Number: 001644037</b>			
County:	JEFFERSON	Tobacco Business Type:	44	Vending Machines:	0
Effective Date:	10/01/2018	Printed Date:	07/13/2018		
Trade Name:	<b>BETTOLA</b>				
Licensee:	<b>LEWIS ARDON INC</b>				
Location:	<b>2901 2ND AVE SOUTH SUITE 150</b>				
	<b>BIRMINGHAM</b>		AL		35233
Mailing Address:	<b>2901 2ND AVE S STE 150 STE 150</b>				
	<b>BIRMINGHAM</b>		AL		35233
Alabama Sales Tax ID:	<b>198494</b>				
<b>020 RESTAURANT RETAIL LIQUOR</b>					
These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.					
These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.					
For questions or assistance go to our website <a href="http://www.abc.alabama.gov">www.abc.alabama.gov</a> click license and find the district contact number that services the county for this license.					
16432					
					
			ADMINISTRATOR		
					



4. Blueprint on 3<sup>rd</sup> Liquor License

		STATE OF ALABAMA			
<b>ALCOHOLIC BEVERAGE CONTROL BOARD</b> MONTGOMERY, ALABAMA					
<b>2018-2019</b>					
LICENSE EXPIRES SEPTEMBER 30, 2019 RENEW LICENSE(S) BEFORE AUGUST 1, 2019					
Confirmation Number: 20180828000022412					
Renewal Period: June 1, 2019 Through July 31, 2019					
<b>License Number: 011051837</b>					
County:	JEFFERSON	Tobacco Business Type:	44	Vending Machines:	0
Effective Date:	10/01/2018	Printed Date:	08/28/2018		
Trade Name:	BLUEPRINT ON 3RD				
Licensee:	BLUEPRINT ON 3RD LLC				
Location:	3000 3RD AVE SOUTH BIRMINGHAM	AL	35233		
Mailing Address:	3975 8TH CT SOUTH BIRMINGHAM	AL	35222		
Alabama Sales Tax ID:	R010094546				
020 RESTAURANT RETAIL LIQUOR					
<p>These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.</p> <p>These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.</p> <p>For questions or assistance go to our website <a href="http://www.abc.alabama.gov">www.abc.alabama.gov</a> click license and find the district contact number that services the county for this license.</p>					
107174					
				 ADMINISTRATOR	



## **2.5 PROPOSED HOURS OF OPERATION**

Monday – Friday: 4:30 p.m. – 11:00 p.m.

Saturday – Sunday: 10:00 a.m. – 11:00 p.m.

## **2.6 PLANS FOR MAINTAINING THE APPEARANCES, SANITATION, FIRE & LIFE SAFETY**

### **Overview**

It will be the responsibility of Sloss Real Estate's Property Management division to maintain all public areas in and around the Pepper Place Entertainment District. These include all common areas such as the sidewalks, patios, stairwells, restrooms, parking lots, etc. Sloss Real Estate will not be responsible for cleaning inside any leased space.

### **Sanitation**

Two-day porters are on site Monday – Friday from 7:30a – 7:30pm. The porters check the common areas of the site throughout the day and will make additional rounds during entertainment district hours. Porters empty interior and exterior trash bins throughout the day.

One day porter is on site Saturday 4pm – 1am to gather trash and cleanup after the Farmers Market.

A night cleaning crew is on site Monday – Friday until 1am, after the restaurants close.

A Sloss Real Estate Facility Manager is on site Monday – Friday from 7:30am- 4pm. The manager walks the property and monitors site throughout the day, disposing of any trash or debris as found.

Landscaping is performed once weekly throughout the site. Landscapers pick up any trash or debris while servicing.

Parking lot sweepers clean up trash from parking lots periodically.

### **Trash Removal**

A 34-yard trash compactor is located onsite within the district. The compactor is only for trash of tenants in Pepper Place. It will be the duty of the janitorial day porters to monitor trash.

There are numerous trash receptacles throughout the district for disposal of entertainment district cups.

### **Fire & Life Safety Measures**

All facilities comprised to create the Pepper Place Entertainment District will be notified that all Fire Protection Systems and Equipment must be maintained as required by the Codes and Standards adopted by Birmingham Fire and Rescue Service. Sloss Real Estate's Fire & Life Safety Plan used for all managed properties follows on the next page.

**SLOSS REAL ESTATE COMPANY, INC. FIRE & LIFE SAFETY PLAN**

**Building/Tenant Fire Safety**

Fire is perhaps the most common and frightening safety hazard. To effectively combat this hazard requires a thorough knowledge of the building features, escape routes and fire and evacuation procedures.

**Evacuation Procedures**

To insure clear, uninhibited entry for the Fire Department, it is extremely important that everyone evacuate in the precise manner and to the exact areas you are instructed to go.

When an alarm sounds on a floor, everyone should be prepared to:

- Leave work station
- Take nothing except for purses and wallets, and only if nearby.
- CHECK ALL DOORS FOR HEAT before opening. IF WARM, DO NOT OPEN. Find another exit to corridor.
- If possible, cover mouth and nose with a wet cloth or handkerchief if smoke is encountered. Crawl in smoky areas since cleaner air is closest to the floor.
- Proceed immediately to nearest stairwell. DO NOT USE ELEVATORS.
- Form a single line and proceed calmly and quickly down the stairs to the lobby level and exit the building. DO NOT RUN.
- Proceed to the parking lot area designated by your company.
- Remain alert and listen for specific, alternative instructions from the Fire Department during evacuation.
- STAY CALM. DO NOT PANIC.

In the unlikely event evacuation of an area is not possible because all escape routes are blocked by fire or thick smoke, the following procedures should be observed:

- Move as far away from the fire as possible.
- Close all doors as you go. Every door between you and the fire provides a barrier against smoke.
- If a phone is accessible call: 911 FIRE AND POLICE
- Give your: Building Name and Address Exact Location in the Building
- Stuff clothing or other material around ventilation ducts and cracks around doors to prevent smoke-filled air from penetrating the area.
- Hang cloth or other signal in window to attract attention.
- DO NOT BREAK GLASS. Under certain conditions, smoke may be drawn into the area and there will be no way to stop it.

### **Escape Routes**

Unless directed otherwise by the Birmingham Fire Department, evacuation will be by way of stairwells. DO NOT USE ELEVATORS.

### **Fire Procedures**

If you discover a Fire:

- Pull the Fire Alarm pull station. Call 911.
- Notify the Management Office at 205.802-2100 Give exact location and any other available details.
- Notify designated Safety Coordinator within your company.
- Follow Evacuation Procedures.

### **Cause and Types of Fire**

The two most common causes of fire in office buildings are:

- Accidental fire caused by carelessness or equipment malfunction.
- The incendiary or arson fire.

There are three types of fires:

- Class A
  - These start in ordinary material that burn easily such as paper, wood, cloth and rubbish.
- Class B
  - These involve grease or flammable liquid such as gasoline, oil or kerosene which burn rapidly.
- Class C
  - These are fires that start in energized electrical equipment where there is a risk of shock. NEVER USE WATER ON ELECTRICAL FIRE.

Multi-purpose "ABC" extinguishers are designed to handle all classes of office fires. They can, however, cause extensive damage to electronic equipment.

A fire in electronic equipment will almost always require the use of an "ABC" rated fire extinguisher. "A" because there is likely to be paper nearby and "C" because it is electrical equipment.

**Fire Safety and Prevention Tips**

- Protect computer rooms with fire rated enclosures and fire extinguishers. If size or value of these areas is large, smoke detectors and automatic extinguishing systems should be considered.
- Protect vital business records in fire resistant storage areas or off-site.
- Unplug all electrical appliances when not in use.
- Properly use and store all adhesives, cleaning fluids, and other flammable liquids. Where possible, substitute flammable products with less volatile ones.
- Do not use extension cords.
- Turn off all office equipment at close of the business day.
- Provide adequate ventilation for copy machines, computers, printers, etc.
- DO NOT USE PORTABLE HEATER

2.7 SIGNAGE  
BOUNDARY SIGNAGE

District Boundary Signage  
2'3" tall x 12" wide



Garbage Can Signage  
18" tall x 12" wide

SIDEWALK MARKERS



Sidewalk Stencil  
12" diameter logo

Note: Different orientations depending on  
way they will need to be installed.



PARKING LOT SIGNAGE



Parking Signage  
Triangular Signage  
20" sides x 72" tall

WINDOW CLINGS FOR TENANTS



5" x 6" Window Cling

DESCRIPTION OF PROPOSED CUPS



Cup

**TAMPER PROOF MEASURES TO IDENTIFY PERSONS OF LEGAL DRINKING AGE**

The Lakeview Business Association acknowledges that the State of Alabama requires people to be at least 21 years of age to legally drink alcohol within its borders with no exceptions.

All Pepper Place merchants are in compliance with the Alabama Beverage Control rules and regulations and will require proof of legal drinking age from any person attempting to purchase alcohol and/or receive an entertainment district cup. A valid driver's license, state issued identification card, passport or military identification will be accepted.

Below you will find a wristband and stamp proof should the City of Birmingham decide to require wristbands or stamps.



**Wrist Band**



**3/4" Stamp**



**2.8 RECEIPT FOR APPLICATION FEE**

**On next page**

City of Birmingham  
 710 North 20th Street  
 Birmingham, AL 35203

DESCRIPTION CATHERINE JONES, CITY OF BIRMINGHAM ENTERTAINMENT DISTRICT DESIGNATION  
 APPLICATION FEE, CK #002782

PAYMENT DATE  
 8/29/2018

RECEIVED FROM  
 PROPER PARTNERS BLOCK 416, LTD.

RECEIPT NO.  
 2019-00008227

COLLECTION STATION  
 Cashier Cage 2

CASHIER  
 Glenda Herndon

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
MISCELLANEOUS	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Cash NOW Money Market Funds-Compass 500.00 Miscellaneous Revenue Other Miscellaneous Revenue 500.00	500.00
<b>Total Amount:</b>		<b>\$500.00</b>

Total Cash	0.00
Total Check	500.00
Total Charge	0.00
Total Other	0.00
Total Remitted	500.00
Change	0.00
Total Received	500.00