

SECTION SIX. All licenses shall be issued by the Clerk of the Town. There shall be a fee of Fifty cents for the issuance of each license to be paid by the licensee.

SECTION SEVEN. If any person shall become delinquent in the payment of the license required herein, he shall pay a penalty of ten percent (10%) of the amount of the same for each month or fractional part thereof of such delinquency, such penalty to be added to the amount of the license.

SECTION EIGHT. Any person, firm or corporation engaging in or carrying on the business or doing any of the acts for which license is herein required, without first having paid said license, shall, upon conviction, be fined not more than \$100.00 and may also be imprisoned in the Town Jail or sentenced to hard labor for said town for not more than six months. In the event of any appeal and conviction in the Circuit Court, the Judge of said court on the trial of said appeal, shall have the power to impose said jail sentence or sentence to hard labor.

SECTION NINE. Any person making a false affidavit to any statement required herein to be furnished to the Clerk or Mayor, shall, upon conviction, be punished by a fine of not more than one hundred dollars, and may also be sentenced to imprisonment or hard labor for the town for not more than six months.

SECTION TEN. If any provision of this Ordinance shall be held by any court to be invalid or illegal, it shall not affect the legality or constitutionality of any other license thereunder.

SECTION ELEVEN. If any license herein levied is by the Court declared unconstitutional, it shall in no way affect the legality or constitutionality of any other license thereunder.

SECTION TWELVE. All ordinance and parts of ordinance in conflict with the provisions of this Ordinance be, and the same are hereby repealed.

SECTION THIRTEEN. The town of Wilsonville, having a population of less than 2,000 inhabitants, as shown by the last Federal Census, the Town Council elects to give notice of the passage of this Ordinance by posting notices at three public places within the corporate limits of said Town, one of which shall be posted in front of the Mayor's Office or at the United States Post Office.

SECTION FOURTEEN. The provisions of this Ordinance shall continue in full force and effect from year to year unless repealed or amended by subsequent act of the Town Council.

Said Ordinance was read at length and thereupon Councilman R. G. Weaver moved that unanimous consent of the Mayor and Council be given for the immediate consideration of and action upon said Ordinance, which motion was seconded by Councilman S. S. McEwen. Said motion for unanimous consent was submitted to a vote of the Mayor and Council and said vote resulted as follows:

AYES: S. S. McEwen, D. F. Bolton, G. W. Rayfield, V. J. Fulmer, R. G. Weaver

NAYS: None

Thereupon, the Mayor in open council declared said motion carried and unanimous consent given for the immediate consideration of and action upon said Ordinance.

Councilman D. E. Bolton moved that said Ordinance be adopted, which motion was seconded by Councilman V. J. Fulmer. Said motion for the adoption of said Ordinance was submitted to a vote of the Mayor and Council and said vote resulted as follows:

AYES: D. F. Bolton, S. S. McEwen, V. J. Fulmer, G. W. Rayfield, R. G. Weaver

NAYS: None

Thereupon, the Mayor in open council declared said motion carried and said Ordinance adopted.

s/ J. F. Helms, Clerk

s/ Austin Mitchell, Mayor

June 16, 1958

Special meeting of Council was held on June 16, 1958 with the following present: Mayor Mitchell, Councilmen S. S. McEwen, D. F. Bolton, G. W. Rayfield, V. J. Fulmer, R. G. Weaver.

Councilman Dewey Bolton introduced the following Ordinance:

ORDINANCE NO. 11A

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WILSONVILLE, ALABAMA, AS FOLLOWS:

That the Town of Wilsonville has no need for the bank building and the cement block building adjoining and situated immediately west of said bank building for public or municipal purposes and it is to the interest of said Town and its inhabitants for said Town to lease said buildings to the First National Bank of Columbiana so that said bank can establish a branch bank in the Town of Wilsonville under the terms and conditions shown in a copy of the lease hereto attached.

Be it further ordained that the Mayor and Town Clerk be and they are hereby authorized and directed to enter into said lease with said Bank by executing said lease, a copy of which is attached hereto

and the Town Clerk is authorized and directed to affix the Town's seal thereto.

Be it further ordained by the Town Council of the Town of Wilsonville, Alabama, that the ordinance shall be published by posting a copy thereof for five consecutive days in each of the three public places within the corporate limits of the Town of Wilsonville, one of which shall be the Mayor's office, one of which shall be the U. S. Post Office, and one of which shall be Blankenship Barber Shop and the Town Clerk is hereby directed to cause such posting to be made.

All voted "aye."

s/ J. F. Helms, Clerk

s/ Austin Mitchell, Mayor

#### L E A S E

STATE OF ALABAMA

SHELBY COUNTY

This lease made this the 1 day of July 1958, by and between the town of Wilsonville, Alabama, a municipal Corporation, Party of the First Part, hereinafter called the Lessor, and the First National Bank of Columbiana, a banking corporation, Party of the Second Part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor does hereby rent and lease unto the Lessee the following premises:

That certain one story brick building situated on the west side of Main Street in the Town of Wilsonville, Alabama; said building is known as the bank building and adjoins and is situated immediately north of the Wilsonville Post Office building, together with ingress and egress thereto;

Also that certain cement block building adjoining and situated immediately west of said bank building, including the office now being used by Town of Wilsonville for Town Council meetings, together with right of ingress and egress to and from said building during the term of this lease. This lease is executed subject to the rights of S. S. McEwen's lease to a portion of said block building, the term of his said lease expiring on the 4th day of February, 1963, but with the express provision that the Lessee herein shall have an easement for the use and maintenance of the sewage system, including a septic tank and field lines located under a portion of said block building; (It being expressly understood that said lease to S. S. McEwen does not cover the office now used by Town of Wilsonville for Council meetings.)

for occupation by Lessee for and during the term of two years beginning on the 1 day of July, 1958, with the option to said Lessee to renew said lease for successive terms of two years each for a total lease term of ten years from the date of the execution of this lease. It is understood and agreed that said option to renew shall be automatically exercised by the Lessee, and said lease shall be continued for two year periods unless the Lessee gives the Lessor not less than 60 days notice in writing of its intention not to renew said lease. Said notice may be given to either the Mayor or Town Clerk of said Town.

In consideration whereof, the Lessee agrees to pay the Lessor for said premises a rental of \$40.00 a month, payable monthly in advance. Should the Lessee become as much as 30 days in arrears in the payment of said rent or violate any other material condition of this lease, the Lessor shall then have the right at its option to reenter the premises and annul this lease.

It is understood and agreed that the Lessee is to rent and lease said buildings as they are.

It is understood and agreed that the Lessee shall have the right to make any additions, alterations, repairs or improvements to said buildings as it desires, including but not restricted to the right to install a new front on said bank building and to open such holes in the walls of said buildings as are needed for air conditioning, heating or other improvements, It is expressly understood that the Lessee shall have the right at any time during the term of this lease or any renewal thereof to remove any furniture, fixtures and equipment, including but not restricted to heating and

air conditioning equipment, which it installs in said buildings, provided the same is removed in a workmanlike manner.

Should said bank building be destroyed during the term of this lease or any renewal thereof, and the Lessee does not elect to have the same rebuilt as provided for herein this lease shall automatically terminate so far as it pertains to said building. In the event said bank building should be damaged so that the Lessee cannot operate its business therein, then the Lessee shall not be required to pay rent during the term of non-operation. Should said bank building be destroyed or partially damaged, then in either event, the Lessee may elect to have said building rebuilt or repaired. In either event, the Lessor agrees to contribute any insurance received from said damage or destruction toward the rebuilding or repairing of same. Should the Lessee not elect to have said bank building rebuilt or repaired within 30 days from the date of said damage, then in that event it shall be presumed to have elected not to have said building rebuilt or repaired and this lease shall terminate.

Should said block building be destroyed or damaged so as to be unfit for use by a business establishment during the term of this lease or any renewal thereof, then in that event the rent to be paid by the Lessee shall be reduced during the remainder of said lease in the amount of \$ \_\_\_\_\_ per month after the expiration of a lease S. S. McEwen now has on a portion of said block building; provided further that the Lessee herein may elect to have said building rebuilt or repaired. In either event, the Lessor agrees to contribute all insurance which it receives as a result of said damages or destruction toward the repair or rebuilding of said block building.

Should the Lessee elect to have either of said buildings mentioned above repaired or rebuilt as provided for herein, it may make plans for and supervise said rebuilding or repairing and employ persons to make such repairs or to do such rebuilding.

Lessor agrees to have said bank building vacated and available for occupancy within \_\_\_\_\_ days from the date of the execution of this lease and the Lessee agrees to occupy said premises as soon as the same are made available.

For the rental consideration hereinabove referred to, the Lessor does hereby give and grant to the Lessee the option to purchase said bank building and block building as described hereinabove at any time within two years from the effective date of this lease for a consideration of \$5,000.00 cash, against which purchase price there shall be applied all rents theretofore paid by the Lessee hereunder on said premises, less any amounts Lessor has paid for hazard insurance premiums as provided for herein. The Lessee may serve notice of its election to exercise its option to purchase by giving written notice to either the Mayor or Town Clerk of said Town. Any rights purchased hereunder shall be subject to the unexpired lease of S. S. McEwen mentioned hereinabove. Should the Lessee elect to purchase said premises, the Lessor agrees to purchase an abstract at its expense but not in excess of \$25.00 and furnish the same to Lessee within 30 days from receipt of notice of election to purchase and the Lessor agrees to perfect any defects in the title to said premises within 60 days from the date they are alleged to be defective by the purchaser and further agrees to convey said premises to the Lessee for said consideration by a good and merchantable title at the end of said 60 days.

The Lessor shall have the right and hereby agrees to insure its interest in said buildings in a responsible stock fire insurance company for not less than \$5,000.00, with a loss payable clause to the Lessee as its interest may appear. The Lessee shall have the right to carry insurance on its lease-

hold improvements on said premises, as well as on its furniture, fixtures and equipment and any proceeds derived from said insurance carried by the Lessee shall be free from any claims of the Lessor.

It is further agreed that if the Lessee shall continue on said premises, or any part thereof, after the termination of this lease, then this lease shall continue in full force under all terms, conditions and covenants hereinabove set out.

IN WITNESS WHEREOF, We have hereunto set our signatures as officers of said corporation, who are duly authority to sign the same, on this 1 day of July, 1958.

ATTEST:

s/ J. F. Helms, Town Clerk

TOWN OF WILSONVILLE, ALABAMA,  
a municipal corporation

BY s/ Austin Mitchell,  
As its Mayor

FIRST NATIONAL BANK OF COLUMBIANA  
a banking corporation

BY s/ J. I. Harrison  
As its President

#### NOTICE

#### ZONING ORDINANCE FOR THE TOWN OF WILSONVILLE, ALA.

At the regular meeting of Town Council Monday June 2nd 1958 at 7:30 p.m. an Ordinance was passed by the town to be known as--Zoning Ordinance of the Town of Wilsonville, Alabama.

An Ordinance, in pursuance of the authority granted by Title 3/ Chapter 26, Articles 1 and 2, sections 772 to 765, inclusive, Code of Alabama, 1940, to provide for the establishment of districts within the corporate limits of the Town of Wilsonville, Alabama; to regulate within such districts, the height, number of stories, size of buildings and other structures and the percentage of lot that may be occupied, the size of yards and other open spaces, the density of population and the use of buildings, structures and land, and to provide methods of administration of the Ordinance and penalties for the violation thereof.

Town of Wilsonville

s/ J. F. Helms, Clerk

s/ Austin Mitchell, Mayor

November 20, 1958

Special meeting of Council was held on November 20, 1958. Present were Mayor Mitchell, Councilmen R. G. Weaver, D. F. Bolton, V. J. Fulmer, S. S. McEwen.

Councilman D. F. Bolton introduced the following Ordinance:

#### ORDINANCE NO. 12A

WHEREAS, on the 5th day of November, 1958, Muriel Spearman Hill and husband, and Iris Spearman Morton, executed a deed to the Town of Wilsonville, Alabama, for a consideration of \$1.00 covering the hereinafter described lot; said deed is recorded in Deed book 203 page 328 in the Probate Office of Shelby County, Alabama;

WHEREAS, the town of Wilsonville, Alabama proposed to have a well drilled on said lot to provide water for the town;

WHEREAS, said lot could not be used for said purpose, and the town of Wilsonville, Alabama, does not need said lot for public or municipal purposes or for any other purpose;