

**Vestavia Hills
City Council Agenda
May 22, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Brian Davis, Public Services Director
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Proclamation – Public Services Week – May 21-27, 2017
9. Financial Reports – Melvin Turner III, Finance Director
10. Approval of Minutes – May 8, 2017 (Regular Meeting)

Old Business

11. Ordinance Number 2707 - Conditional Use Approval – 4249 Paxton Place; Conditional Use for Home Occupation; Amber Nix, Owner (*public hearing*)

New Business

12. Ordinance Number 2709 - An Ordinance Authorizing The Issuance And Making Provision For The Payment Of \$400,000 General Obligation Warrant (Federally Taxable) Series 2017-BB&T1
13. Ordinance Number 2710 – An Ordinance Authorizing The Issuance And Making Provision For The Payment Of \$9,100,000 General Obligation Warrant (Federally Taxable) Series 2017-BB&T2

New Business (Unanimous Consent Requested)

14. Ordinance Number 2708 - An Ordinance Declaring Certain Real Property As Surplus; Authorizing The City Manager And Mayor To Execute Documents Related To The Deeding Of Said Properties And All Other Documents Needed In Order To Secure Said Exchange And Access, Maintenance, and Shared Parking Agreement Between The City And The Vestavia Hills Board Of Education (*public hearing*)

First Reading (No Action Taken At This Meeting)

15. Resolution Number 4950 – A Resolution Authorizing The City Manager To Allocate Funding Within The Gasoline Tax Fund Budget For Fiscal Year 2016-2017 In Order To Cover Landfill Fees And Hauling Cost (*public hearing*)
16. Resolution Number 4951 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver A Contract For A Program Manager For The Implementation Of The Community Spaces Plan (*public hearing*)
17. Citizen Comments
18. Executive Session
19. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 8, 2017

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. The Mayor Pro-Tem called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor

MEMBERS ABSENT:

Mayor Ashley C. Curry
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Jason Hardin, Police Captain
Kevin York, Police Captain
Marvin Green, Deputy Fire Chief
Terry Ray, Deputy Fire Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Lori Beth Kearley, Assistant City Engineer

Invocation was given by Mark Hogewood, President, Vestavia Hills Board of Education, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Weaver welcomed the following guests to the meeting:
 - David Barber, former Jefferson County District Attorney
 - Steve Gaydosh, retired Vestavia Hills Wrestling Coach
 - Tommy Dazzio, immediate past President of the Vestavia Hills Parks and Recreation Board

CITY MANAGER'S REPORT

- Mr. Downes asked Chief Dan Rary to update the Council relative to crime within the City.
 - Chief Rary stated that last Saturday, his department received multiple reports to be on the lookout for a certain vehicle that had criminal activity in neighboring cities. He stated that the vehicle was spotted in the City. The perpetrator made an endeavor to elude police and crashed into a ditch. The perpetrator was then apprehended.
 - Chief Rary stated that this last weekend, there were a number of vehicle break-ins in Liberty Park. He explained that this is an individual beat which is manned by at least one officer at all times. He indicated that there were a total of eight vehicle break-ins reported over the weekend. All eight of these vehicles were unlocked; no force was used on any of the vehicles. He stated that cash, guns, and other items were stolen. The only video found shows an individual trying a car door and found it locked. The individual then tried the next vehicle. Chief Rary asked everyone to lock their vehicles at all times. He advised car owners to remove valuables from the vehicle or hide them out of plain sight to prevent enticing thieves.
- Mr. Downes stated that the Council recently approved an APPLE grant to study Crosshaven Drive. Today, the engineering firm began the study, with an expected completion in three months.
- Mr. Downes stated that Ms. Starr Burbic retired about a week ago. Ms. Joanie Alfano has been selected as Ms. Burbic's replacement and will assume her position around June 12.

COUNCILOR REPORTS

- Mrs. Cook welcomed Mark Hogewood, President of the Board of Education, to the meeting. She stated that Mark's last meeting as a board member will be this month. She thanked him for his service and remarked our schools have benefited greatly from his dedication to the task.
- Mr. Weaver announced that the Planning and Zoning Commission will meet Thursday, May 18, 2017, at 6 PM.

PROCLAMATION

Mr. Weaver presented a proclamation designating May 17, 2017, as World Neurofibromatosis (NFM) Awareness Day. Mr. Downes read the proclamation aloud and the City Council presented it to members of the Children's Tumor Foundation.

Phillip Moss, 8th grade student at Vestavia Hills Elementary Central, described his story to the audience. He described his treatments and clinical trial lab visits. While there is no cure, the trials have been working to help reduce his tumors. He thanked everyone, especially his teachers and community, for raising awareness and funds for research.

Tommy Henry, 5th grade student at Vestavia Hills Elementary Central, was diagnosed with NFM when he was 5 years old. He described his experiences with the disease and echoed that his teachers and community are all supportive of his condition.

PROCLAMATION

Mr. Weaver presented a proclamation designating May 13, 2017, as Steve Gaydosh Day. Mr. Downes read the proclamation aloud and Mr. Weaver presented it to Coach Gaydosh. Mr. Weaver stated that Coach Gaydosh is being inducted into the Alabama Chapter of the National Wrestling Hall of Fame.

PRESENTATION

Mike McGreevey spoke to the Council about National Senior Games scheduled for June 2-15, 2017, in the Greater Birmingham area. The event will bring over 10,000 people to the Birmingham area over a two-week period. He described the events and asked for support of the City to make this event a success. He thanked Parks and Recreation Superintendent Jason Burnett as well as Asst. Fire Chief Marvin Green for their support of the event.

PRESENTATION

David Barber thanked the Mayor and City Council for past and continued support of the Prescott House. He explained that, 30 years ago, sexual abuse of children wasn't spoken about in general conversation. There were no provisions for assisting children as they navigated the system of justice. Prescott House Children's Advocacy Center provides counseling services to child victims of physical and sexual abuse, severely neglected children and children who have witnessed a violent crime.

APPROVAL OF MINUTES

The minutes of the April 17, 2017 (Special Work Session), April 17, 2017 (Regular Work Session), April 21, 2017 (Special Work Session) and April 24, 2017 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of April 17, 2017 (Special Work Session), April 17, 2017 (Regular Work Session), April 21, 2017 (Special Work Session), and April 24, 2017 (Regular Meeting) and approve them as presented was by Mrs. Cook and second by Mr. Head.
Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Weaver – yes	Motion carried.

OLD BUSINESS

NEW BUSINESS

RESOLUTION NUMBER 4949

Resolution Number 4949 – A Resolution Authorizing The Settlement Of The Safe Routes To Schools Sidewalk Litigation

MOTION Motion to approve Resolution Number 4949 was made by Mrs. Cook and second was by Mr. Head.

Bent Owens, attorney representing the City in the litigation, gave a brief background of the case and recommended that the City approve a settlement of \$40,000. The project centered on construction of a sidewalk system by R.E. Grills and the City has benefited from the use of said sidewalks. The State of Alabama conducted the bidding process, but the State has immunity from a suit such as this. He explained that the original claim was over \$300,000.

Mrs. Cook stated that this was discussed extensively in Executive Session and she concurs with Mr. Owen’s recommendation that the settlement is the best course of action.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Weaver – yes	Motion carried.

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

Mr. Weaver stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council’s next regular meeting on May 22, 2017, at 6:00 PM.

- Ordinance Number 2707 - Conditional Use Approval – 4249 Paxton Place; Conditional Use for Home Occupation; Amber Nix, Owner

CITIZEN COMMENTS

Wayne Alford, 2633 Southview Place, asked about debris pickup around the City. He stated that service has changed over the last two or three years. He has debris in front of his yard and it is now almost blocking his mailbox because his street frontage is narrow.

Mr. Weaver stated that issue has been addressed extensively over the past few Council meetings. He explained that the contractor appeared at the last meeting to address the issues.

Mr. Downes explained that the City has recently experienced a 50% increase of trash and debris around the City. The company responsible for picking it up has not been able to pick it up in a timely manner, but has been working with the City on a daily basis to get it picked up on an expedited schedule. Currently, they are working six days a week, running an average of five boom trucks per day. They are making progress, but they are not finished at this time.

Mr. Alford asked for special attention because the debris is so brittle, it has become a fire hazard. Mr. Alford gave his information to Mr. Davis and Mr. Downes asked that Mr. Davis attend to the request.

David Harwell, 1803 Catala Road, asked about an update on the street lighting along Montgomery Highway.

Mr. Downes updated everyone on the “blackout” of a section of street lighting. He stated that the repairman was unable to determine the problem, so it has not been repaired. The City has asked the contractor to meet on Thursday to determine if he has found the problem, and to let the City know when the repairs will be made. He is hopeful that the upgrade to the LED lighting, delayed because of bonding requirements in the bid, will be completed with the repairs.

At 6:45 PM, Mr. Head made a motion to adjourn, seconded by Mrs. Cook. The meeting adjourned at 6:46 PM.

Rusty Weaver
Mayor Pro-Tem

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2707

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
FOR A HOME OCCUPATION**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D.; and

WHEREAS, Section 709.5.A.1.b of Ordinance Number 1838 classifies a “home occupation” permitted only as a “Conditional Use” and

WHEREAS, Amber Nix is the owner of the property located at 4249 Paxton Place, currently zoned Vestavia Hills PUD PR-1 (planned unit development planned residential district) more particularly described as Lot 445, Paxton Place, Sector One; and

WHEREAS, Amber Nix has submitted application for Conditional Use Approval for a home occupation to be operated in her residence located at 4249 Paxton Place, Vestavia Hills, Alabama located in the Liberty Park P.U.D.; and

WHEREAS, Amber Nix has indicated in her application for Conditional Use Approval that she will operate an office for her sign greeting business out of her home pursuant to the specifications of a home occupation; and

WHEREAS, a copy of said application dated March 8, 2017 is marked as Exhibit A, attached and hereby incorporated into this Ordinance Number 2707.

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

1. Conditional Use Approval is hereby approved for Amber Nix for a home occupation as described in the above-referenced application for her residence located at 4249 Paxton Place, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions outlined in Article 9 of the Vestavia Hills Zoning Code outlined as follows:
 - a. “Home occupation is defined as any use customarily conducted entirely within a dwelling and carried on solely by the inhabitant thereof, and

which use is clearly incidental, accessory, subordinate and secondary to the use of the dwelling for dwelling purposes, and does not change the character of the dwelling itself or any part of parcel of property in the neighborhood surrounding said dwelling; and

- b. Home occupations shall be conducted only in the main dwelling building on the lot. No more than twenty-five percent (25%) of the said dwelling may be used for a home occupation; and
 - c. There shall be no public display of goods and absolutely no commodities sold on the premises; and
 - d. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation; and
 - e. No home occupation or profession shall be permitted if such occupation creates noise, odors, vibrations or traffic which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned; and
 - f. In order to be a permitted home occupation or profession, the use must be one which is habitually, customarily and commonly established as a reasonable incidental, accessory, subordinate and secondary use; and
 - g. Operation of any and all other business of any nature in residential zones is expressly prohibited; and
 - h. The activity carried on as home occupation shall be limited to the hours between 7:00 AM and 10:00 PM; and
 - i. No home occupation shall be permitted that requires the operation or keeping on premises a commercial vehicle and no additional traffic shall be generated by said conditional use; and
 - j. No persons other than members of the family residing on the premises shall be employed by the home occupation; and
2. Conditional Use Approval is further conditioned upon and subject to all applicable private and restrictive covenants attached to the said property located in the Liberty Park P.U.D.

3. A City of Vestavia Hills Business License shall be issued upon application and payment by Amber Nix working subject to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year that the home occupation is operated from the said property located in the Liberty Park P.U.D.
4. At any time should Amber Nix vacate the premises located at 4249 Paxton Place, Vestavia Hills, Alabama, discontinue or relocate this business, this Conditional Use Approval shall be nullified and said Ordinance Number 2707 shall be automatically repealed.
5. This Ordinance Number 2707 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 22nd day of May, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2707 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 22nd day of May, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

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

Date: APRIL 13, 2017

- **CASE:** P-0417-15
- **REQUESTED ACTION:** Conditional Use Approval for a home based business
- **ADDRESS/LOCATION:** 4249 Paxton Pl.
- **APPLICANT/OWNER:** Sign Gypsies Over the Mountain, LLC
- **GENERAL DISCUSSION:** The applicant wishes to conduct a home based business in Liberty Park. As required by the Liberty Park PUD a conditional use permit is required for a home based business. A description of the applicants business, as well as an approval letter from Liberty Park is attached. The property is zoned PR-1.
- **LIBERTY PARK MASTER PLAN:** This request is consistent with the procedures of the Liberty Park PUD.
- **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: I recommend the Commission recommend approval with the following conditions:

 1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.
 2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.
 3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
 4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.
 5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental,

accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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. Gilchrist made a motion to recommend approval of Conditional Use Approval for a home based business at 4249 Paxton Pl. with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.

2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.

3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.

4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

Second was by Mr. Brooks. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mrs. Cobb – yes

Motion carried

Mr. Burrell – yes

Mr. Brooks – yes

Mr. Wolfe – yes

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered**. All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. ***No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

II. APPLICANT INFORMATION: (owner of property)

NAME: Sign Gypsies Over the Mountain LLC

ADDRESS: 4249 Paxton Place

Vestavia, AL 35242

MAILING ADDRESS (if different from above) _____

PHONE NUMBER: Home 205-967-3638 Office 205-901-4227

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section _____ of the Vestavia Hills Zoning Code.

Current Zoning of Property: _____

Requested Conditional use For the intended purpose of: home office

(Example: From "VH R-1" to "VH O-1" for office building)

if additional information is needed, please attached full description of request

IV. PROPERTY DESCRIPTION: (address, legal, etc.)

4249 Paxton Place

Vestavia, AL 35242

Property size: _____ feet X _____ feet. Acres: _____

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

Aulu Shing
Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 8 day of March, 2017.

Brenda Morey
Notary Public

MY COMMISSION EXPIRES DECEMBER 9, 2018

My commission expires _____
day of _____, 20____.



P0417-15//27-5-4-47

4249 Paxton Place

Conditional Use

Amber Nix

PUD-PR-1

Sign Gypsies Over the Mountain, LLC

Sign Gypsies Over the Mountain is a yard greeting business that rents plastic letters and graphics to create a greeting. The letters and graphics are delivered, set up, and taken down by Sign Gypsies. The greetings are usually rented for a 24 hour period time. Greetings are available for all types of celebrations: birthdays, birth announcements, sporting events, school functions, and wedding/anniversaries.



February 7, 2017

Rebecca Leavings, City Clerk
City of Vestavia Hills
Vestavia Hills City Hall
Vestavia Hills, Alabama 35216

Re: Amber Nix
4249 Paxton Place
Vestavia Hills, AL 35242

Dear Ms. Leavings:

We are writing in connection with the above matter. We understand Amber Nix is in the process of applying for a conditional use within the PR-1 (Planned Single-Family Residential) classification of the Liberty Park PUD to allow him to conduct a home occupation as a consultant in his residence.

We have no objection to the granting of the conditional use to allow a home occupation in this case, provided such use is made subject to the following restrictions:

1. There shall be no customer, client or employee traffic to, at or near the residence that is generated, directly or indirectly, by the home occupation;
2. There shall be no pick ups or deliveries to the residence that are related, directly or indirectly, to the home occupation, including without limitation, pick ups and deliveries by overnight courier services and pick ups and deliveries of inventory, samples or other goods and services related, directly or indirectly, to the home occupation;
3. There shall be no signage on the property related, directly or indirectly, to the home occupation; and
4. In all respects, there shall be no means, visual or otherwise, by which a casual observer would become aware that the residence is being used for any purpose other than strictly residential.

The foregoing restrictions are in keeping with the intent and spirit of the Liberty Park PUD and with the overall plan of development for Liberty Park as addressed in the Covenants, Conditions and Restrictions that are applicable to the subject property.

Rebecca Leavings
February 7, 2017
Page 2

Therefore, we respectfully request that if the Planning and Zoning Commission votes to approve the conditional use applied for in the above referenced matter, such approval will be made subject to the above and foregoing restrictions.

If you have questions or comments regarding this matter, or if we can assist in any other way, please call me at 281-3542.

Very truly yours,

LIBERTY PARK JOINT VENTURE, LLP

By: _____


Samuel G. Lowrey, III
Project Manager
and Authorized Representative

cc: Kathryn Carver, Esq.

Rezoning/Conditional Use Recommendations:

- (4) **P-0417-15** Sign Gypsies Over the Mountain, LLC Is Requesting **Conditional Use Approval** For A Home Occupation Located At **4249 Paxton Pl.** The Property Is Owned By Sign Gypsies Over the Mountain And Is Zoned Vestavia Hills PR-1.

Mr. Garrison explained the background and location of the request and went over the conditions staff recommended for approval.

Amber Nix stated her business sets up signs on home owners lawns for birthday's, celebration's, etc.

Mr. Wolfe opened the floor for a public hearing. There being no one to address the Commission concerning this requests, Mr. Wolfe closed the public hearing and opened the floor for motions.

MOTION Mr. Gilchrist made a motion to recommend approval of Conditional Use Approval for a home based business at 4249 Paxton Pl. with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.
2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.
3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.
5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.
6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.
7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

Second was by Mr. Brooks. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mrs. Cobb – yes

Motion carried

Mr. Burrell – yes

Mr. Brooks – yes

Mr. Wolfe – yes

Conrad Garrison, City Planner

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

**Ordinance Authorizing the Issuance of
\$400,000
General Obligation Warrant
Series 2017-BB&T1**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on May 22, 2017. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

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

ORDINANCE NO. 2709

CITY OF VESTAVIA HILLS, ALABAMA

For

**\$400,000
GENERAL OBLIGATION WARRANT
SERIES 2017-BB&T1**

Adopted: May 22, 2017

ORDINANCE NO. 2709

AN ORDINANCE AUTHORIZING THE ISSUANCE AND MAKING PROVISION
FOR THE PAYMENT OF \$400,000 GENERAL OBLIGATION WARRANT
SERIES 2017-BB&T1

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS,
ALABAMA, as follows:

ARTICLE 1

Rules of Construction and Definitions of Terms

Section 1.01 Rules of Construction

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Ordinance to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.

(c) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

Section 1.02 Definitions of Terms

The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

Authorized Denominations means an amount equal to the principal amount of the Warrant at any time outstanding.

Business Day means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the State.

City means the City of Vestavia Hills, Alabama and its successors and assigns.

Code means the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.

Enabling Law means Section 11-47-2 of the Code of Alabama 1975, as amended.

Federal Securities means direct general obligations of the United States of America or any securities on which the payment of the principal and interest are unconditionally guaranteed by the United States of America.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may hereafter be adopted by the City.

Holder when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register.

Net Warrant Proceeds means the net proceeds received from the sale of the Warrant.

Ordinance means this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

Person means and includes any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Qualified Investments means:

- (a) Federal Securities or a trust or fund consisting of Federal Securities;
- (b) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America:
 - (1) Farmers Home Administration;
 - (2) General Services Administration;
 - (3) U.S. Maritime Administration;
 - (4) Small Business Administration;
 - (5) Government National Mortgage Association (GNMA);
 - (6) U.S. Department of Housing and Urban Development (HUD);
 - (7) Federal Housing Administration (FHA);
- (c) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under the laws of the State of Alabama; or
- (d) any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal or public funds, including without limitation Section 11-81-21 of the Code of Alabama 1975.

Series 2017 Capital Improvements means the real property and improvements to be acquired by the Net Warrant Proceeds for a public park.

State shall mean the State of Alabama.

Tax Certificate and Agreement shall mean that certain Tax Certificate and Agreement by the City delivered in connection with the Warrant.

Warrant means the General Obligation Warrant, Series 2017-BB&T1, dated the date of delivery, authorized to be issued pursuant to the provisions of this Ordinance.

Warrant Fund means the fund established pursuant to Section 5.02 hereof.

Warrant Register shall have the meaning assigned in Section 4.01.

ARTICLE 2

Source of Payment of Warrant

Section 2.01 Source of Payment of Warrant

(a) The indebtedness evidenced and ordered paid by the Warrant shall be a general obligation of the City and shall be secured by an irrevocable and sacred pledge of the full faith, credit and taxing power of the City.

(b) The Warrant is solely an obligation of the City and shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power of the State of Alabama or any other political subdivision therein or thereof.

Section 2.02 Officers and Members of the Governing Body of the City Exempt from Individual Liability

By acceptance of the Warrant, the Holder thereof shall have agreed that no recourse under or upon any covenant or agreement of this Ordinance or of the Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the City, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the City as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrant.

ARTICLE 3

The Warrant

Section 3.01 Determinations and Representations Respecting the Warrant

The City, upon evidence duly presented to and considered by it, does hereby find, determine and represent as follows:

(a) It is necessary and desirable and in the public interest for the City to issue the Warrant to provide for the following purposes:

- (1) to provide for payment of the costs of the Series 2017 Capital Improvements; and
- (2) to pay issuance expenses of the Warrant.

(b) The City is not in default with respect to any long-term indebtedness of the City, and no such default is imminent.

(c) The City has the power and authority under the Enabling Law to authorize and issue the Warrant for the purposes provided herein.

(d) The assessed valuation of the taxable property in the City for the preceding fiscal year (ending September 30, 2016) is not less than \$700,120,010, and the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Constitution of Alabama of 1901 is not more than twenty percent of said assessed valuation.

Section 3.02 Authorization and Description of Warrant

(a) Pursuant to the Constitution and laws of the State of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants, as a single certificated warrant, in the principal amount of \$400,000, for the purposes set forth in Section 3.01(a).

(b) The Warrant shall be designated "General Obligation Warrant, Series 2017-BB&T1," shall be in fully registered form, without coupons, shall be in Authorized Denominations and shall be dated the date of delivery.

(c) (1) Interest on the Warrant shall be determined on the basis of a 360-day year of 12 months of 30 days each.

(2) The Warrant shall bear interest at the per annum rate set forth therein.

(d) The Warrant shall be payable as to principal and interest as provided therein.

(e) The principal of, premium (if any) and interest on the Warrant shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, as provided in this Ordinance and as set forth in the Warrant.

(f) The Warrant is subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in the Warrant.

(g) The form of the Warrant and the assignments appertaining thereto shall be substantially as follows, with appropriate changes, variations and insertions as provided herein:

This Warrant has not been registered under the Securities Act of 1933, as amended, or under any state securities law, in reliance upon applicable exemptions. This Warrant, or any interest herein, may only be transferred in compliance with federal and state securities laws and as provided in the Ordinance under which this Warrant is issued as referenced herein.

This Warrant is payable only to, and is transferable only by, the registered owner set forth in the Warrant Register. All payments of principal of and interest on this Warrant shall forever discharge all obligations of the City therefor. Each transferee of this Warrant takes it subject to all payments theretofore made hereon and all rights and defenses of the City at law or in equity.

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS, ALABAMA
GENERAL OBLIGATION WARRANT
SERIES 2017-BB&T1**

No. R-1

DATED DATE:	INTEREST RATE:	MATURITY DATE:
May __, 2017	Applicable Rate as determined herein	May __, 2021

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

BRANCH BANKING AND TRUST COMPANY

or registered assigns (collectively, the "Holder") in the principal amount of

FOUR HUNDRED THOUSAND DOLLARS
(\$400,000)

and hereby orders and directs the Finance Director (or any successor to the duties and functions thereof) of the City to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount, and to pay, solely from said Warrant Fund, interest on the unpaid principal balance of said principal amount until payment in full, at the Interest Rate per annum specified above, in installments as follows:

(a) On May __, 2018, and on each May __ thereafter, until and including April 28, 2020, an amount equal to the principal amount of this Warrant becoming due and payable on each such date, as set forth below, plus interest accrued thereon to each such date of payment:

<u>Date</u>	<u>Principal Amount</u>
05/__/2018	\$47,330.00
05/__/2019	48,267.13
05/__/2020	49,222.82

(b) On the Maturity Date specified above, an amount equal to the principal amount of this Warrant then outstanding plus interest accrued thereon to (but not including) such date of payment.

Authority for Issuance; Source of Payment and Security; Reference to Ordinance

This Warrant (the "Warrant"), is issued pursuant to the authority of the Constitution and laws of the state of Alabama and an ordinance and proceedings of the City duly held, passed and conducted (the "Ordinance").

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Ordinance.

The indebtedness evidenced and ordered paid by the Warrant shall be a general obligation of the City and shall be secured by an irrevocable and sacred pledge of the full faith, credit and taxing power of the City.

The Warrant is solely an obligation of the City and shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power of the State of Alabama or any other political subdivision therein or thereof.

Reference is hereby made to the Ordinance for a description of the nature and extent of the security afforded by the Ordinance, the rights and duties of the City with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrant is to be made, to and by all of which terms, conditions and provisions of the Ordinance the owner of this Warrant, by the acquisition hereof, hereby assents and agrees to be bound.

Definition of Interest Rate Terms

Interest shall accrue on the outstanding principal amount of this Warrant at the Applicable Rate on the basis of a 360-day year of 12 months of 30 days each.

During any period in which the Applicable Rate is the Taxable Rate, the Lender shall determine the Applicable Rate on each day on which any change in such rate becomes effective, as provided therefor.

For purposes hereof, the following terms have the following meanings:

Applicable Rate shall mean:

(a) the Tax-Exempt Rate for the period beginning on the date of delivery of this Warrant and ending on the date immediately preceding the Taxability Date; and

(b) the Taxable Rate for the period beginning on the Taxability Date and continuing thereafter.

Taxability Date shall mean the earliest date from which interest paid in respect of this Warrant is determined to be Taxable.

Taxable shall mean that interest on this Warrant is includable in the gross income of the Holder in the computation of federal income tax liability or that the Warrant is not a “qualified tax-exempt obligation” within the meaning of Section 265(b) of the Code; provided, however, interest on the Warrant shall not be deemed “Taxable” because interest is includable in any calculation of income for purposes of an alternative minimum tax or any other type of taxation other than the regular federal tax imposed on income.

Taxable Rate shall mean an interest rate per annum (fixed, or variable subject to periodic adjustment) that would provide the Holder an after-tax yield on the then outstanding principal amount of this Warrant at least equal to the after-tax yield the Holder would have received if interest on this Warrant had not been determined to be Taxable.

Tax-Exempt Rate shall mean a per annum fixed rate of interest equal to one and ninety-eight one-hundredths of one percent (1.98%).

Payment; Warrant Fund

The principal of and interest on the Warrant shall be paid by the City to the Holder as provided in the Ordinance.

The City has established in the Ordinance a special fund designated “Warrant Fund” for the payment of the principal of and interest on the Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the City, sums sufficient to provide for the payment of the principal of and interest on the Warrant as the same shall become due and payable.

Redemption

This Warrant will be subject to prior redemption at the option and direction of the City, on any Business Day, in whole (but not in part), at a redemption price equal to the outstanding principal amount hereof plus accrued interest to the redemption date, without premium or penalty.

The City may redeem this Warrant upon five days’ written notice thereof to the Holder.

Upon payment of the redemption price for this Warrant, interest shall cease to accrue on this Warrant from and after the date of payment of such redemption price.

Registration, Transfer and Exchange

This Warrant is recorded and registered as to principal and interest in the name of the registered owner on the Warrant Register.

This Warrant may be transferred by the registered owner in person or by authorized attorney, only on the Warrant Register maintained by the City and only upon compliance with the Ordinance with respect thereto.

The Ordinance provides that the registered owner of this Warrant, by receiving or accepting this Warrant, consents and agrees and is estopped to deny that this Warrant may be transferred only upon compliance with the provisions of the Ordinance.

General

The Ordinance provides that, as a condition of, and a consideration of, the issuance of this Warrant, the registered owner of this Warrant shall have agreed that no covenant or agreement contained in this Warrant or in the Ordinance shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the City in its individual capacity and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

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

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

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against the City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein.

Finance Director of the
City of Vestavia Hills, Alabama

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned City.

Dated this ____ day of _____, ____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____

(Authorized Officer)

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 3.03 Execution, Authentication and Delivery of Warrant

The Warrant shall be executed in the name of and on behalf of the City by signature of the Mayor, shall be sealed with the seal of the City imprinted thereon, and said seal and said Warrant shall be attested by the City Clerk of the City. The Warrant shall be registered by the Finance Director of the City as a claim against the City and the Warrant Fund. The Mayor, the City Clerk and the Finance Director of the City are hereby authorized and directed to so execute, attest and register the Warrant as provided above. The signature of officers in office on the date of signing thereof shall be valid and binding obligations, notwithstanding that before the delivery and payment therefor, such officers whose signatures appear thereon shall have ceased to be officers of the City.

Section 3.04 Sale and Delivery of Warrant; Closing Papers

(a) The Warrant is hereby sold to Branch Banking and Trust Company, upon the payment to the City of the purchase price of the Net Warrant Proceeds. The City has determined that the sale of the Warrant to such purchaser on such terms is most advantageous to the City.

(b) The Warrant shall be delivered to such purchaser upon the payment to the City of the aforesaid purchase price. The Mayor and the City Clerk, or either of them, are hereby authorized and directed to effect such delivery and in connection therewith to execute and deliver the Tax Certificate and Agreement and such certificates and notices containing such representations as are required to demonstrate the legality and validity of the Warrant; the exemption of interest on the Warrant from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters.

(c) The City Clerk shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrant. Nevertheless, the proceeds of the Warrant shall be held in trust and applied solely for the purposes specified in this Ordinance.

Section 3.05 Application of Proceeds of Warrant

The Net Warrant Proceeds shall be held by the City and applied, in the discretion of the City, to the payment of (i) the costs of the Series 2017 Capital Improvements, (ii) the expenses of issuing the Warrant, and (iii) such costs and fees as may be incurred by the City in connection with the public park and recreation facilities of the City.

Section 3.06 Amendment of Series 2017 Capital Improvements

The City may apply any portion of the Net Warrant Proceeds for the acquisition, construction or installation of any property not included within, or described as part of, the Series 2017 Capital Improvements, if prior thereto: (a) the governing body of the City adopts an ordinance in which the City describes the property to be so acquired, constructed or installed and authorizes the use of Net Warrant Proceeds for such purpose, and (b) the City files in the office of the City Clerk an opinion of counsel from an attorney or firm of attorneys with experience in the matters to be covered by such opinion to the effect the use of Net Warrant Proceeds to acquire, construct, or install such property is authorized by law and will not cause the interest on the Warrant to be Taxable.

ARTICLE 4

Registration and Transfer of Warrant

Section 4.01 Registration of Warrant

The City shall maintain a register (the “Warrant Register”) in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of the Warrant and registration of transfers of the Warrant entitled to be registered or transferred as herein provided.

Section 4.02 Registration, Transfer, and Exchange of Warrant; Replacement of Mutilated, Lost, Destroyed or Stolen Warrant

(a) The Warrant will be registered in the names of the Holder thereof on the Warrant Register.

(b) (1) This Warrant may be transferred by the registered owner in person or by authorized attorney, only upon the Warrant Register and only:

(i) to a “qualified institutional buyer” under Rule 144A under the Securities Act of 1933, as amended, or an “accredited investor” (as defined in 17 CFR Section 230.501(a)(1), (2), (3), (7), or (8)) with respect to whom the registered owner of the Warrant shall have given prior written notice to the City of the identity and address thereof and who shall have delivered to the City in writing representations from the transferee (A) as to the status thereof as such “qualified institutional buyer” or “accredited investor” and (B) that such transferee has reviewed this Ordinance and verified the principal amount of the Warrant then outstanding; and

(ii) upon surrender of the Warrant to the City, with a written instrument of transfer acceptable to the City executed by the registered owner or his duly authorized attorney; and

(iii) upon payment of any tax or governmental charge required to be paid with respect thereto plus the expenses of the City incurred in connection therewith.

(2) Upon surrender for transfer of any Warrant, the City shall execute, in the name of the designated transferee or transferees, one or more new Warrants in a principal amount equal to the principal amount of the Warrant so presented.

(3) The City will not register the transfer of the Warrant from and after the Maturity Date set forth in the Warrant.

(c) The registered owner of the Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

(d) Each Warrant issued upon any transfer or exchange of the Warrant shall be the valid obligation of the City and be entitled to the same security and benefits under this Ordinance as the Warrant surrendered upon such transfer or exchange, and every new Warrant issued pursuant to this Section in lieu

of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone.

(e) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrant.

(f) The registered owner of the Warrant, by receiving or accepting the Warrant, consents and agrees and is estopped to deny that the Warrant may only be transferred only upon compliance with the provisions of this Ordinance.

ARTICLE 5

Payment of Warrant

Section 5.01 Payment of Warrant; Payment Dates; Persons Deemed Owners

(a) The City and any agent of the City shall treat the Person in whose name the Warrant is registered on the Warrant Register as the only owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes whatsoever, whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City nor any such agent shall be affected by notice to the contrary.

(b) The City shall pay the principal of and interest on the Warrant to the Holder, in lawful money of the United States of America without deduction for exchange, fees, or expenses by the City, at the address and in the manner directed by the Holder to the City in writing.

(c) If any payment on the Warrant is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

(d) All payments by the City of principal of and interest on the Warrant shall be valid and effectual to forever satisfy and discharge the liability of the City to the extent of the amounts so paid.

Section 5.02 The Warrant Fund

(a) (1) There is hereby established a special fund which shall be designated the "Warrant Fund".

(2) The City shall be the depository, custodian and disbursing agent for the Warrant Fund.

(3) The money in the Warrant Fund shall be used only to pay principal of and interest on the Warrant as the same shall become due and payable.

(b) The City shall deposit in the Warrant Fund:

(1) such amounts at such times as shall be required to provide for the due and punctual payment of the principal of and interest on the Warrant when and as such principal and interest becomes due and payable pursuant to the Warrant;

(2) any money required to be deposited in the Warrant Fund pursuant to this Ordinance.

(c) The City shall collect the revenues, income, taxes, assets and resources of the City and the City shall promptly deposit into the Warrant Fund from the aforesaid sources all amounts required to be deposited in the Warrant Fund at the times therefor.

(d) (1) The City acknowledges that deposits and transfers to the Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrant as the same shall become due and payable.

(2) If on any principal or interest payment date the amount on deposit in the Warrant Fund is insufficient to pay the principal of and interest on the Warrant due and payable on such date, the City will forthwith pay any such deficiency into the Warrant Fund.

(e) The City agrees that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of and interest on the Warrant within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of and interest on the Warrant within 12 months from the date of receipt of such income or profits.

Section 5.03 Investment of and Security For Warrant Fund

(a) The City shall invest money in the Warrant Fund in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the City anticipates that money from the Warrant Fund will be required hereunder.

(b) All income derived from the investment of money on deposit in the Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

Section 5.04 Expenses of Collection

The City hereby covenants and agrees that, if the principal of and interest on the Warrant is not paid promptly as such principal and interest matures and comes due, it will pay to the Holder of the Warrant all expenses reasonably incurred in any action for the collection of any unpaid portion of the Warrant, including reasonable attorneys' fees.

ARTICLE 6

Federal Tax Matters

(a) The City covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The City covenants and agrees that it will not take any action, or fail to take any action, with respect to the Warrant that would cause the interest on the Warrant not to be and remain excludable from gross income under Section 103 of the Code.

(c) The City hereby designates the Warrant as a “qualified tax-exempt obligation” for purposes of paragraph (3) of subsection (b) of Section 265 of the Code and in connection therewith and after due investigation and consideration, finds, determines and declares that the amount of tax-exempt obligations that have heretofore during the current calendar year (2017) been issued by the City and by all subordinate entities of the City and the reasonably anticipated amount of tax-exempt obligations that will be issued by the City and its subordinate entities during the current calendar year will not exceed the sum of \$10,000,000.

ARTICLE 7

Agreements of City

Section 7.01 Provision of Information

The City agrees to provide to the Holder of the Warrant:

(a) A copy of information required to be filed by the City under 17 CFR Section 240.15c2-12 within ten (10) days of such filing; and

(b) Such other information respecting the financial condition and operations of the City as the Holder shall reasonably request in writing and as shall not be subject to applicable privacy laws, rules or regulations; confidentiality agreements; or any privilege.

Section 7.02 Participations

The City agrees that the Holder may from time to time enter into a participation agreement or agreements with one or more persons (the "Participants"), pursuant to which the Participants shall be given participations in the Warrant, and that the Participants may from time to time similarly grant to one or more other persons (also included in the term "Participants") subparticipations in the Warrant; provided, that (i) no participation shall increase any liability of the City, and (ii) the City shall have no direct obligation or responsibility to a Participant and shall correspond and deal only with the Holder for the observance and performance of the respective obligations of the City and the Holder under this Ordinance. Any Holder may divulge to any Participant all information, reports, financial statements, certificates and documents obtained by it from the City or any other person under any provisions of this Ordinance or otherwise.

ARTICLE 8

Provisions of General Application

Section 8.01 Effect of Headings and Table of Contents

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 8.02 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall inure to the benefit of and bind its successors and assigns.

Section 8.03 Governing Law

This Ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 8.04 Repeal of Conflicting Provisions

All ordinances, resolutions and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

ARTICLE 9

Provision of Ordinance a Contract; Enforceability and Severability; Remedies

(a) The terms, provisions and conditions set forth in this Ordinance constitute a contract between the City and the registered owners of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

(b) The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrant, and this Ordinance and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

(c) The City agrees (i) the registered owners of the Warrant shall have all rights and remedies for the enforcement of the Warrant and this Ordinance as may be provided by the laws of the State of Alabama, including particularly the Enabling Law, and (ii) the Finance Director (or any successor to the duties and functions thereof) of the City is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Warrant and does not, as required by this Ordinance, deposit such money in the Warrant Fund, when and as required by Section 5.02 of this Ordinance in each Fiscal Year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Warrant when and as the same become due and payable in each Fiscal Year in amounts sufficient for such purposes.

DONE, ORDERED, ADOPTED and APPROVED this May 22, 2017.

Mayor

S E A L

Attest: _____

City Clerk

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by Councilmember _____ and on roll call was unanimously adopted, those answering aye being:

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

Nays: None

The Mayor declared the motion unanimously carried.

After said ordinance had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said ordinance 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 ordinance, the roll was called with the following results:

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

Nays: None

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

* * * *

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

Approval of Minutes:

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

Mayor

Member of the City Council

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on May 22, 2017, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this _____, 2017.

Clerk of the City of Vestavia Hills, Alabama

SEAL

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

**Ordinance Authorizing the Issuance of
\$9,100,000
General Obligation Warrant
(Federally Taxable)
Series 2017-BB&T2**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on May 22, 2017. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

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

ORDINANCE NO. 2710

CITY OF VESTAVIA HILLS, ALABAMA

For

\$9,100,000
GENERAL OBLIGATION WARRANT
(FEDERALLY TAXABLE)
SERIES 2017-BB&T2

Adopted: May 22, 2017

ORDINANCE NO. 2710

AN ORDINANCE AUTHORIZING THE ISSUANCE AND MAKING PROVISION FOR THE
PAYMENT OF \$9,100,000 GENERAL OBLIGATION WARRANT (FEDERALLY TAXABLE)
SERIES 2017-BB&T2

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS,
ALABAMA, as follows:

ARTICLE 1

Rules of Construction and Definitions of Terms

Section 1.01 Rules of Construction

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Ordinance to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.

(c) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

Section 1.02 Definitions of Terms

The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

Authorized Denominations means an amount equal to the principal amount of the Warrant at any time outstanding.

Business Day means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the State.

City means the City of Vestavia Hills, Alabama and its successors and assigns.

Code means the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.

Enabling Law means Section 11-47-2 of the Code of Alabama 1975, as amended.

Federal Securities means direct general obligations of the United States of America or any securities on which the payment of the principal and interest are unconditionally guaranteed by the United States of America.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may hereafter be adopted by the City.

Holder when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register.

Net Warrant Proceeds means the net proceeds received from the sale of the Warrant.

Ordinance means this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

Person means and includes any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Qualified Investments means:

- (a) Federal Securities or a trust or fund consisting of Federal Securities;
- (b) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America:
 - (1) Farmers Home Administration;
 - (2) General Services Administration;
 - (3) U.S. Maritime Administration;
 - (4) Small Business Administration;
 - (5) Government National Mortgage Association (GNMA);
 - (6) U.S. Department of Housing and Urban Development (HUD);
 - (7) Federal Housing Administration (FHA);
- (c) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under the laws of the State of Alabama; or
- (d) any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal or public funds, including without limitation Section 11-81-21 of the Code of Alabama 1975.

Series 2017 Capital Improvements means the real property and improvements to be acquired by the Net Warrant Proceeds for a civic center and public roads used in connection therewith.

State shall mean the State of Alabama.

Warrant means the General Obligation Warrant (Federally Taxable), Series 2017-BB&T2, dated the date of delivery, authorized to be issued pursuant to the provisions of this Ordinance.

Warrant Fund means the fund established pursuant to Section 5.02 hereof.

Warrant Register shall have the meaning assigned in Section 4.01.

ARTICLE 2

Source of Payment of Warrant

Section 2.01 Source of Payment of Warrant

(a) The indebtedness evidenced and ordered paid by the Warrant shall be a general obligation of the City and shall be secured by an irrevocable and sacred pledge of the full faith, credit and taxing power of the City.

(b) The Warrant is solely an obligation of the City and shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power of the State of Alabama or any other political subdivision therein or thereof.

Section 2.02 Officers and Members of the Governing Body of the City Exempt from Individual Liability

By acceptance of the Warrant, the Holder thereof shall have agreed that no recourse under or upon any covenant or agreement of this Ordinance or of the Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the City, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the City as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrant.

ARTICLE 3

The Warrant

Section 3.01 Determinations and Representations Respecting the Warrant

The City, upon evidence duly presented to and considered by it, does hereby find, determine and represent as follows:

(a) It is necessary and desirable and in the public interest for the City to issue the Warrant to provide for the following purposes:

- (1) to provide for payment of the costs of the Series 2017 Capital Improvements; and

(2) to pay issuance expenses of the Warrant.

(b) The City is not in default with respect to any long-term indebtedness of the City, and no such default is imminent.

(c) The City has the power and authority under the Enabling Law to authorize and issue the Warrant for the purposes provided herein.

(d) The assessed valuation of the taxable property in the City for the preceding fiscal year (ending September 30, 2016) is not less than \$700,120,010, and the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Constitution of Alabama of 1901 is not more than twenty percent of said assessed valuation.

Section 3.02 Authorization and Description of Warrant

(a) Pursuant to the Constitution and laws of the State of Alabama, including particularly the Enabling Law, there is hereby authorized to be issued a series of warrants, as a single certificated warrant, in the principal amount of \$9,100,000, for the purposes set forth in Section 3.01(a).

(b) The Warrant shall be designated "General Obligation Warrant (Federally Taxable), Series 2017-BB&T2," shall be in fully registered form, without coupons, shall be in Authorized Denominations and shall be dated the date of delivery.

(c) (1) Interest on the Warrant shall be determined on the basis of a 360-day year of 12 months of 30 days each.

(2) The Warrant shall bear interest at the per annum rate set forth therein.

(d) The Warrant shall be payable as to principal and interest as provided therein.

(e) The principal of, premium (if any) and interest on the Warrant shall be payable in lawful money of the United States of America, without deduction for exchange, fees or expenses, as provided in this Ordinance and as set forth in the Warrant.

(f) The Warrant is subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in the Warrant.

(g) The form of the Warrant and the assignments appertaining thereto shall be substantially as follows, with appropriate changes, variations and insertions as provided herein:

This Warrant has not been registered under the Securities Act of 1933, as amended, or under any state securities law, in reliance upon applicable exemptions. This Warrant, or any interest herein, may only be transferred in compliance with federal and state securities laws and as provided in the Ordinance under which this Warrant is issued as referenced herein.

This Warrant is payable only to, and is transferable only by, the registered owner set forth in the Warrant Register. All payments of principal of and interest on this Warrant shall forever discharge all obligations of the City therefor. Each transferee of this Warrant takes it subject to all payments theretofore made hereon and all rights and defenses of the City at law or in equity.

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS, ALABAMA
GENERAL OBLIGATION WARRANT
(FEDERALLY TAXABLE)
SERIES 2017-BB&T2**

No. R-1

DATED DATE:	INTEREST RATE:	MATURITY DATE:
May __, 2017	2.95%	May __, 2021

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

BRANCH BANKING AND TRUST COMPANY

or registered assigns (collectively, the "Holder") in the principal amount of

**NINE MILLION ONE HUNDRED THOUSAND DOLLARS
(\$9,100,000)**

and hereby orders and directs the Finance Director (or any successor to the duties and functions thereof) of the City to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount, and to pay, solely from said Warrant Fund, interest on the unpaid principal balance of said principal amount until payment in full, at the Interest Rate per annum specified above, in installments as follows:

(a) On May __, 2018, and on each May __ thereafter, until and including April 28, 2020, an amount equal to the principal amount of this Warrant becoming due and payable on each such date, as set forth below, plus interest accrued thereon to each such date of payment:

<u>Date</u>	<u>Principal Amount</u>
05/__/2018	\$216,300.00
05/__/2019	222,680.85
05/__/2020	229,249.94

(b) On the Maturity Date specified above, an amount equal to the principal amount of this Warrant then outstanding plus interest accrued thereon to (but not including) such date of payment.

Authority for Issuance; Source of Payment and Security; Reference to Ordinance

This Warrant (the "Warrant") is issued pursuant to the authority of the Constitution and laws of the state of Alabama and an ordinance and proceedings of the City duly held, passed and conducted (the "Ordinance").

Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Ordinance.

The indebtedness evidenced and ordered paid by the Warrant shall be a general obligation of the City and shall be secured by an irrevocable and sacred pledge of the full faith, credit and taxing power of the City.

The Warrant is solely an obligation of the City and shall never constitute an indebtedness, pecuniary liability, or charge against the general credit or taxing power of the State of Alabama or any other political subdivision therein or thereof.

Reference is hereby made to the Ordinance for a description of the nature and extent of the security afforded by the Ordinance, the rights and duties of the City with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrant is to be made, to and by all of which terms, conditions and provisions of the Ordinance the owner of this Warrant, by the acquisition hereof, hereby assents and agrees to be bound.

Payment; Warrant Fund

The principal of and interest on the Warrant shall be paid by the City to the Holder as provided in the Ordinance.

The City has established in the Ordinance a special fund designated "Warrant Fund" for the payment of the principal of and interest on the Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the City, sums sufficient to provide for the payment of the principal of and interest on the Warrant as the same shall become due and payable.

Redemption

This Warrant will be subject to prior redemption at the option and direction of the City, on any Business Day, in whole (but not in part), at a redemption price equal to the outstanding principal amount hereof plus accrued interest to the redemption date, without premium or penalty.

The City may redeem this Warrant upon five days' written notice thereof to the Holder.

Upon payment of the redemption price for this Warrant, interest shall cease to accrue on this Warrant from and after the date of payment of such redemption price.

Registration, Transfer and Exchange

This Warrant is recorded and registered as to principal and interest in the name of the registered owner on the Warrant Register.

This Warrant may be transferred by the registered owner in person or by authorized attorney, only on the Warrant Register maintained by the City and only upon compliance with the Ordinance with respect thereto.

The Ordinance provides that the registered owner of this Warrant, by receiving or accepting this Warrant, consents and agrees and is estopped to deny that this Warrant may be transferred only upon compliance with the provisions of the Ordinance.

General

The Ordinance provides that, as a condition of, and a consideration of, the issuance of this Warrant, the registered owner of this Warrant shall have agreed that no covenant or agreement contained in this Warrant or in the Ordinance shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the City in its individual capacity and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

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

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

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
Mayor

SEAL

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against the City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein.

Finance Director of the
City of Vestavia Hills, Alabama

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned City.

Dated this ____ day of _____, ____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____

(Authorized Officer)

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 3.03 Execution, Authentication and Delivery of Warrant

The Warrant shall be executed in the name of and on behalf of the City by signature of the Mayor, shall be sealed with the seal of the City imprinted thereon, and said seal and said Warrant shall be attested by the City Clerk of the City. The Warrant shall be registered by the Finance Director of the City as a claim against the City and the Warrant Fund. The Mayor, the City Clerk and the Finance Director of the City are hereby authorized and directed to so execute, attest and register the Warrant as provided above. The signature of officers in office on the date of signing thereof shall be valid and binding obligations, notwithstanding that before the delivery and payment therefor, such officers whose signatures appear thereon shall have ceased to be officers of the City.

Section 3.04 Sale and Delivery of Warrant; Closing Papers

(a) The Warrant is hereby sold to Branch Banking and Trust Company, upon the payment to the City of the purchase price of the Net Warrant Proceeds. The City has determined that the sale of the Warrant to such purchaser on such terms is most advantageous to the City.

(b) The Warrant shall be delivered to such purchaser upon the payment to the City of the aforesaid purchase price. The Mayor and the City Clerk, or either of them, are hereby authorized and directed to effect such delivery and in connection therewith to execute and deliver such certificates and notices containing such representations as are required to demonstrate the legality and validity of the Warrant; the exemption of interest on the Warrant from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters.

(c) The City Clerk shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrant. Nevertheless, the proceeds of the Warrant shall be held in trust and applied solely for the purposes specified in this Ordinance.

Section 3.05 Application of Proceeds of Warrant

The Net Warrant Proceeds shall be held by the City and applied to the payment of the costs of the Series 2017 Capital Improvements and to the payment of the expenses of issuing the Warrant.

Section 3.06 Amendment of Series 2017 Capital Improvements

The City may apply any portion of the Net Warrant Proceeds for the acquisition, construction or installation of any property not included within, or described as part of, the Series 2017 Capital Improvements, if prior thereto: (a) the governing body of the City adopts an ordinance in which the City describes the property to be so acquired, constructed or installed and authorizes the use of Net Warrant Proceeds for such purpose, and (b) the City files in the office of the City Clerk an opinion of counsel from an attorney or firm of attorneys with experience in the matters to be covered by such opinion to the effect the use of Net Warrant Proceeds to acquire, construct, or install such property is authorized by law and, if applicable, will not cause the interest on the Warrant to be Taxable.

ARTICLE 4

Registration and Transfer of Warrant

Section 4.01 Registration of Warrant

The City shall maintain a register (the “Warrant Register”) in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of the Warrant and registration of transfers of the Warrant entitled to be registered or transferred as herein provided.

Section 4.02 Registration, Transfer, and Exchange of Warrant; Replacement of Mutilated, Lost, Destroyed or Stolen Warrant

(a) The Warrant will be registered in the names of the Holder thereof on the Warrant Register.

(b) (1) This Warrant may be transferred by the registered owner in person or by authorized attorney, only upon the Warrant Register and only:

(i) to a “qualified institutional buyer” under Rule 144A under the Securities Act of 1933, as amended, or an “accredited investor” (as defined in 17 CFR Section 230.501(a)(1), (2), (3), (7), or (8)) with respect to whom the registered owner of the Warrant shall have given prior written notice to the City of the identity and address thereof and who shall have delivered to the City in writing representations from such transferee (A) as to the status thereof as such “qualified institutional buyer” or “accredited investor” and (B) that such transferee has reviewed this Ordinance and verified the principal amount of the Warrant then outstanding; and

(ii) upon surrender of the Warrant to the City, with a written instrument of transfer acceptable to the City executed by the registered owner or his duly authorized attorney; and

(iii) upon payment of any tax or governmental charge required to be paid with respect thereto plus the expenses of the City incurred in connection therewith.

(2) Upon surrender for transfer of any Warrant, the City shall execute, in the name of the designated transferee or transferees, one or more new Warrants in a principal amount equal to the principal amount of the Warrant so presented.

(3) The City will not register the transfer of the Warrant from and after the Maturity Date set forth in the Warrant.

(c) The registered owner of the Warrant will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Warrant.

(d) Each Warrant issued upon any transfer or exchange of the Warrant shall be the valid obligation of the City and be entitled to the same security and benefits under this Ordinance as the Warrant surrendered upon such transfer or exchange, and every new Warrant issued pursuant to this Section in lieu

of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone.

(e) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrant.

(f) The registered owner of the Warrant, by receiving or accepting the Warrant, consents and agrees and is estopped to deny that the Warrant may only be transferred only upon compliance with the provisions of this Ordinance.

ARTICLE 5

Payment of Warrant

Section 5.01 Payment of Warrant; Payment Dates; Persons Deemed Owners

(a) The City and any agent of the City shall treat the Person in whose name the Warrant is registered on the Warrant Register as the only owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever, whether or not such Warrant be overdue, and, to the extent permitted by law, neither the City nor any such agent shall be affected by notice to the contrary.

(b) The City shall pay the principal of and interest on the Warrant to the Holder, in lawful money of the United States of America without deduction for exchange, fees, or expenses by the City, at the address and in the manner directed by the Holder to the City in writing.

(c) If any payment on the Warrant is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

(d) All payments by the City of principal of and interest on the Warrant shall be valid and effectual to forever satisfy and discharge the liability of the City to the extent of the amounts so paid.

Section 5.02 The Warrant Fund

(a) (1) There is hereby established a special fund which shall be designated the "Warrant Fund".

(2) The City shall be the depository, custodian and disbursing agent for the Warrant Fund.

(3) The money in the Warrant Fund shall be used only to pay principal of and interest on the Warrant as the same shall become due and payable.

(b) The City shall deposit in the Warrant Fund:

(1) such amounts at such times as shall be required to provide for the due and punctual payment of the principal of and interest on the Warrant when and as such principal and interest becomes due and payable pursuant to the Warrant;

(2) any money required to be deposited in the Warrant Fund pursuant to this Ordinance.

(c) The City shall collect the revenues, income, taxes, assets and resources of the City and the City shall promptly deposit into the Warrant Fund from the aforesaid sources all amounts required to be deposited in the Warrant Fund at the times therefor.

(d) (1) The City acknowledges that deposits and transfers to the Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrant as the same shall become due and payable.

(2) If on any principal or interest payment date the amount on deposit in the Warrant Fund is insufficient to pay the principal of and interest on the Warrant due and payable on such date, the City will forthwith pay any such deficiency into the Warrant Fund.

Section 5.03 Investment of and Security For Warrant Fund

(a) The City shall invest money in the Warrant Fund in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the City anticipates that money from the Warrant Fund will be required hereunder.

(b) All income derived from the investment of money on deposit in the Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

Section 5.04 Expenses of Collection

The City hereby covenants and agrees that, if the principal of and interest on the Warrant is not paid promptly as such principal and interest matures and comes due, it will pay to the Holder of the Warrant all expenses reasonably incurred in any action for the collection of any unpaid portion of the Warrant, including reasonable attorneys' fees.

ARTICLE 6

Federal Tax Matters; Conversion to Tax-Exempt Rate

(a) Interest on the Warrant is not excludable from gross income under Section 103 of the Code for purposes of federal income taxation.

(b) The Holder agrees the City may, at its option and direction, refund the Warrant by exchange thereof for a Warrant of like tenor issued by the City to the Holder as a “tax-exempt bond” (as defined in Section 150(a)(6) of the Code), provided that:

(1) The City shall have delivered written notice to the Holder of its intent to refund the Warrant by exchange for a tax-exempt Warrant not less than 20 days in advance of the date on which the City expects to issue such Warrant; and

(2) The City and the Holder agree on the interest rate to be in effect with respect to the proposed tax-exempt Warrant which such rate shall be subject to adjustment if interest on such Warrant is determined to be includible in gross income for federal income taxation; and

(3) The City shall provide to the Holder on the date of issuance of the proposed tax-exempt Warrant evidence of compliance by the City with the provisions of the Code with respect thereto; and

(4) The City shall provide, at the expense of the City, the Holder on the date of issuance of the proposed tax-exempt Warrant with an opinion of nationally recognized bond counsel to the effect that the interest on the proposed tax-exempt Warrant is excludable from gross income under Section 103 of the Code for purposes of federal income taxation and that such interest is not an item of tax preference for purposes of federal income taxation, and, if applicable, that the proposed tax-exempt Warrant is a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code; and

(5) The City shall not, on the date of issuance of the proposed tax-exempt Warrant, be in default with respect to any obligation of the City to the Holder, unless waived in writing by the Holder.

ARTICLE 7

Agreements of City

Section 7.01 Provision of Information

The City agrees to provide to the Holder of the Warrant:

(a) A copy of information required to be filed by the City under 17 CFR Section 240.15c2-12 within ten (10) days of such filing; and

(b) Such other information respecting the financial condition and operations of the City as the Holder shall reasonably request in writing and as shall not be subject to applicable privacy laws, rules or regulations; confidentiality agreements; or any privilege.

Section 7.02 Participations

The City agrees that the Holder may from time to time enter into a participation agreement or agreements with one or more persons (the "Participants"), pursuant to which the Participants shall be given participations in the Warrant, and that the Participants may from time to time similarly grant to one or more other persons (also included in the term "Participants") subparticipations in the Warrant; provided, that (i) no participation shall increase any liability of the City, and (ii) the City shall have no direct obligation or responsibility to a Participant and shall correspond and deal only with the Holder for the observance and performance of the respective obligations of the City and the Holder under this Ordinance. Any Holder may divulge to any Participant all information, reports, financial statements, certificates and documents obtained by it from the City or any other person under any provisions of this Ordinance or otherwise.

ARTICLE 8

Provisions of General Application

Section 8.01 Effect of Headings and Table of Contents

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 8.02 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall inure to the benefit of and bind its successors and assigns.

Section 8.03 Governing Law

This Ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 8.04 Repeal of Conflicting Provisions

All ordinances, resolutions and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

ARTICLE 9

Provision of Ordinance a Contract; Enforceability and Severability; Remedies

(a) The terms, provisions and conditions set forth in this Ordinance constitute a contract between the City and the registered owners of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

(b) The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrant, and this Ordinance and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

(c) The City agrees (i) the registered owners of the Warrant shall have all rights and remedies for the enforcement of the Warrant and this Ordinance as may be provided by the laws of the State of Alabama, including particularly the Enabling Law, and (ii) the Finance Director (or any successor to the duties and functions thereof) of the City is subject to mandamus in the event such officer has money available for payment of principal of and interest on the Warrant and does not, as required by this Ordinance, deposit such money in the Warrant Fund, when and as required by Section 5.02 of this Ordinance in each Fiscal Year, and apply such proceeds (and investment earnings thereon) to the payment of the principal of and interest on the Warrant when and as the same become due and payable in each Fiscal Year in amounts sufficient for such purposes.

DONE, ORDERED, ADOPTED and APPROVED this May 22, 2017.

Mayor

S E A L

Attest: _____
City Clerk

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by Councilmember _____ and on roll call was unanimously adopted, those answering aye being:

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

Nays: None

The Mayor declared the motion unanimously carried.

After said ordinance had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said ordinance 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 ordinance, the roll was called with the following results:

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

Nays: None

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

* * * *

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

Approval of Minutes:

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

Mayor

Member of the City Council

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on May 22, 2017, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this _____, 2017.

Clerk of the City of Vestavia Hills, Alabama

SEAL

ORDINANCE NUMBER 2708

AN ORDINANCE AUTHORIZING AND DIRECTING THE CONVEYANCE OF REAL ESTATE LOCATED ADJACENT TO VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS, VESTAVIA HILLS, ALABAMA AND AUTHORIZING THE CITY MANAGER AND MAYOR TO EXECUTE ALL NECESSARY ACTIONS AND DOCUMENTS TO SECURE SAID TRANSACTION

THIS ORDINANCE NUMBER 2708 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 22nd day of May, 2017.

WITNESSETH THESE RECITALS:

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

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

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

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

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

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

WHEREAS, the City of Vestavia Hills, Alabama (“City”) is the owner of real property situated in the City of Vestavia Hills, Jefferson County, Alabama, which said real estate is located adjacent to Vestavia Hills Elementary School Cahaba Heights; and

WHEREAS, Phase II of the above referenced property is described in detail in Exhibit E and further shown in Exhibit F attached to and incorporated into this Ordinance Number 2708 as though written fully therein; and

WHEREAS, Phase III of the above referenced property is described in detail in Exhibit G and further shown in Exhibit H attached to and incorporated into this Ordinance Number 2708 as though written fully therein; and

WHEREAS, the Vestavia Hills Board of Education is qualified to do business in the State of Alabama (“Purchaser”), has requested that the City declare said property as surplus and offer for conveyance to the Purchaser; and

WHEREAS, the City finds and determines that it is willing to convey the said property to the Vestavia Hills Board of Education pursuant to the terms and conditions detailed in an Agreement for Access, Maintenance and Shared Parking Agreement (“Agreement”); a copy of which is marked as Exhibit 1A, attached to and incorporated into this Ordinance Number 2708 as though written fully therein; and

WHEREAS, the Mayor and City Manager are hereby authorized to execute an access, maintenance and shared parking agreement; and

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

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

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

2. The Mayor and City Manager are hereby authorized and directed to execute and deliver all documents required to close said conveyance for and on behalf of the City of Vestavia Hills, Alabama pursuant to the terms and conditions as detailed in the attached Exhibit 1A; and

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

4. Upon approval, adoption and enactment of this Ordinance Number 2708 the Mayor and City Manager are hereby authorized and directed to take any and all legal action necessary to close the sale of the subject property all in accordance with the terms, provisions and conditions previously described.

5. The City Manager is hereby authorized to make editorial revisions that do not sustainably change the agreement.

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

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

DONE, ORDERED, APPROVED and ADOPTED this the 22nd day of May, 2017.

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 # 2708 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 22nd day of May, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

STATE OF ALABAMA)

JEFFERSON COUNTY)

**ACCESS, MAINTENANCE
AND SHARED PARKING AGREEMENT**

THIS ACCESS, MAINTENANCE AND SHARED PARKING AGREEMENT (the "Agreement") is made this ____ day of May, 2017 by and between the Vestavia Hills Board of Education, a city board of education in the State of Alabama ("Board"), and the City of Vestavia Hills, Alabama, an Alabama municipal corporation ("City").

RECITALS:

WHEREAS, the Board is the owner of certain real property, which is situated in Jefferson County, Alabama located at 4401 Dolly Ridge Road, and more particularly described on Exhibit A and depicted on Exhibit B (the "VHECH Property"); and

WHEREAS, the City is the owner of certain real property adjacent to the VHECH Property, which is situated in Jefferson County, Alabama:

- a. That property, more particularly described on Exhibit C and depicted on Exhibit D upon which recreational fields are currently located (the "City Field Property");
- b. That property more particularly described on Exhibit E and depicted on Exhibit F upon which is located an access drive to the City Field Property (the "Phase 2 Property");
- c. That property more particularly described on Exhibit G and depicted on Exhibit H, which is currently unimproved (the "Phase 3 Property").

WHEREAS, the City has continually used parts of the VHECH Property and driveways located thereupon as its sole means of ingress and egress and access to the City Field Property and has further utilized parts of the VHECH Property for parking by the City, its licensees and invitees in conjunction with use of the City Field Property; and

WHEREAS, Alabama common law recognizes that the City Field Property shall never be landlocked and shall always have access to a public road; and

WHEREAS, the Board desires to make improvements to Vestavia Hills Elementary Cahaba Heights and needs additional property in order to make such improvements; and

WHEREAS, the City has offered to convey the Phase 2 Property and the Phase 3 Property to the Board so that it may make such improvements in return for the paving and striping of a portion of the North Access driveway, use of parking to support the City Field Property, the continued non-exclusive use of the North Access driveway so that the City and its invitees may continue to access the City Field Property from Dolly Ridge Road and the other mutual undertakings set forth in this Agreement; and

WHEREAS, the Board has agreed to make such improvements, grant such continued access, and perform the other undertakings expressed herein.

NOW THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Access.** Subject to the terms and provisions hereof, Board hereby GRANTS unto the City and unto its invitees, employees and guests for the benefit of the City Field Property, perpetual, non-exclusive and continuous access to the City Field Property in, over, across, along and through the VHECH Property, for the purpose of vehicular and pedestrian ingress to and egress from, and access between the City Field Property and the streets, roads and alleys abutting the VHECH Property, including specifically access to Dolly Ridge Road. Such access shall be coterminous with the driveways and access to the VHECH Property shown on Exhibit I and labelled as the “North Access” and the “South Access.” The access areas, including both the North Access and the South Access are also referred to as the “Driveways” in this Agreement.

2. **Conveyance of Phase 2 Property and Phase 3 Property by City to Board.** Subject to the terms, conditions and provisions hereof, the City agrees to convey to the Board all of its right, title and interest in and to the Phase 2 Property and the Phase 3 Property in return for the access, improvements, and other undertakings in this Agreement. Any deed conveying title to the Phase 2 Property and the Phase 3 Property shall state specifically that such conveyance is subject to the reservations, terms, conditions and provisions of this Agreement and shall reference this Agreement specifically.

3. **Improvements by Board.** The Board shall make the improvements to the Phase 2 Property and the Phase 3 Property shown on the Construction Plan attached as Exhibit J (“Board Improvements”) at its own sole cost and expense. The Board will provide a two-lane roadway

connecting the existing pavement at the West end of the North “Board Improvements” exhibit to the East end of the North “Board Improvements” exhibit in a manner that will allow for continuation of the roadway to accommodate the City’s plan for future parking and access to the City Field Property. The two-lane roadway will include striping dividing the two lanes and will also include striping to accommodate no fewer than 47 parking spaces. The Board will also provide parking for no fewer than 96 parking spaces as part of the improvements shown as part of the South “Board Improvements” exhibit. It shall be at the Board’s discretion to determine how these improvements shall be constructed and they may be modified or altered to account for site conditions or other factors arising from final design and engineering of these improvements, as long as no fewer than 143 parking spaces are constructed as part of the Board improvements.

4. **Improvements by City.** The City shall make the improvements to the City Field Property, the Phase 2 Property and the Phase 3 Property shown on the Construction Plan attached as Exhibit K (“City Improvements”) at its own sole cost and expense; provided, however, that the improvements labelled as Playground Parking Lot and Satellite Parking Lot need not be built. Such City Improvements will be constructed in substantial conformity with Exhibit K but may be modified or altered to account for site conditions or other factors arising from final design and engineering of those improvements.

5. **Shared Parking Agreement.** The Board hereby establishes and GRANTS to City, its invitees, employees and guests a non-exclusive and continuous cross parking license to utilize all Parking Areas and Spaces from time to time existing on the VHECH Property and on the Phase 2 Property and the Phase 3 Property once conveyed. The City hereby establishes and GRANTS to the Board, its invitees and employees a non-exclusive and continuous cross parking license to utilize all Parking Areas and Spaces from time to time existing on the City Field Property. The Board shall have the right to install signs on the Parking Areas and Spaces stating that parking is restricted during school hours, provided the Board will not take any action that interferes with the license hereby granted to the City under this Section. The licenses hereby granted shall remain in full force and effect as long as the City owns the City Field Property.

6. **Use of Shared Parking Areas.** The Parking Areas, Spaces and Driveways lying within the VHECH Property, the Phase 2 Property, the Phase 3 Property and the City Field Property shall at all times be free, and no walls, fences or barriers of any sort or kind shall be constructed or maintained thereupon, or any portion thereof, which shall prevent or impair

their use, or the free access and movement of pedestrian and vehicular traffic between the streets adjacent to the VHECH Property and to the City Field Property; provided that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed, including but not limited to, speed breakers and bumps, and further provided that other restrictions on access by third parties may be imposed during times that the City Field Property is not being utilized for recreational purposes, so long as no access to driveways across the VHECH Property is closed or blocked, except as may be agreed upon by the parties hereto.

7. **Limitations on Use.** The Board may reasonably restrict or limit use of the Driveways, Parking Areas or Spaces on the VHECH Property by those other than the City or its employees during the times that school is in session and students are present, and the City agrees to cooperate in enforcement of any such restrictions or limitations; provided, however, that no such restrictions whatsoever shall be imposed or adopted for that portion of the North Access abutting the property described as Lot 1, Hollis Crossings as recorded in Map Book 242, Page 64 in the office of the Judge of Probate for Jefferson County, Alabama and access to and from said Lot 1 over and through the North Access from Dolly Ridge Road shall remain free and unencumbered at all times.

8. **Temporary Construction Easements.** The Board and the City hereby grant to each other and unto all of their successors, assigns, the right to enter the subject properties in order to make the improvements required or permitted hereby.

9. **Maintenance.** The City agrees to maintain in good repair at the City's own expense the North Access and the Board Improvements located thereupon, and all City Improvements wherever located. The Board agrees to maintain in good repair at the Board's own expense the South Access and all other portions of the VHECH Property, the Phase 2 Property and the Phase 3 Property, once conveyed, and all Board Improvements thereupon.

10. **Survival and Termination of Agreement.** This Agreement for access shall be recorded and shall be a covenant running with the land and shall constitute a permanent burden on the Phase 2 Property and the Phase 3 Property, burdened by same as defined herein, for the use and benefit of the City Field Property. This Agreement shall inure to the benefit of the City and the City only and shall not create any rights for the

benefit of third parties or the public. Further, this Agreement shall be binding on the Board and its successors and assigns.

11. General.

(a) Modifications. The City and Board, by mutual written agreement, may terminate or modify this Agreement; provided that the rights, privileges and easements in this Agreement shall continue subject to the other provisions of this Agreement, until said written termination or modification has been recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

(b) Non-Merger. The ownership at any time during the term of this Agreement of the Board Property, or any interest therein, by the same owner or by an owner and an affiliate entity of such owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements and other covenants granted in this Agreement and, therefore, shall not terminate any of the easements or other agreements contained herein, so that all of the terms and provisions hereof shall remain in full force and effect for the period provided in this Agreement, regardless of any of the aforesaid common ownerships, now or hereafter existing, of any portion of the Board Property, the Phase 2 Property or the Phase 3 Property.

(c) Beneficiaries; Ownership and Control. Nothing contained in this Agreement, express or implied shall confer upon any person or entity, other than the parties hereto, their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

12. General Provisions.

(a) Notices. Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate party at its address as follows:

If to Board:
Vestavia Hills Board of Education
c/o its Superintendent
1204 Montgomery Highway
Birmingham, AL 35216

If to the City:
City of Vestavia Hills

c/o its City Manager
1032 Montgomery Highway
Birmingham, AL 35216

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt; and (ii) if given by personal delivery or by overnight courier, when delivered to the appropriate address.

(b). Rights and Remedies. Except as expressly set forth herein, it is expressly understood and agreed that upon a breach of this Agreement by any party, the nonbreaching party shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief.

(c). Negation of Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the City and the Board, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(d). Miscellaneous Provisions. This Agreement shall be interpreted according to the laws of the State of Alabama. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first above written.

“Board:”

Vestavia Hills City Board of Education

By: _____

Name: Sheila Phillips

Title: Its Superintendent

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Sheila Phillips, whose name as Superintendent of the Vestavia Hills Board of Education, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, in such capacity and with full authority, executed the same for and as the act of said board of education.

Given under my hand and seal this the ___ day of _____, 2017.

NOTARY PUBLIC
My Commission Expires: _____

"City:"

**CITY OF VESTAVIA HILLS,
ALABAMA**

By: _____

Name: _____

Title: _____, City of Vestavia Hills

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that _____, whose name as the _____ of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in such capacity and with full authority, executed the same for and as the act of said municipal corporation.

Given under my hand and seal this the __ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

LEGAL DESCRIPTION
VHECH PROPERTY

4401 DOLLY RIDGE ROAD,
VESTAVIA HILLS, AL 35243

TAX PARCEL ID NO. 28-00-22-3-001-001.002
JEFFERSON COUNTY, ALABAMA

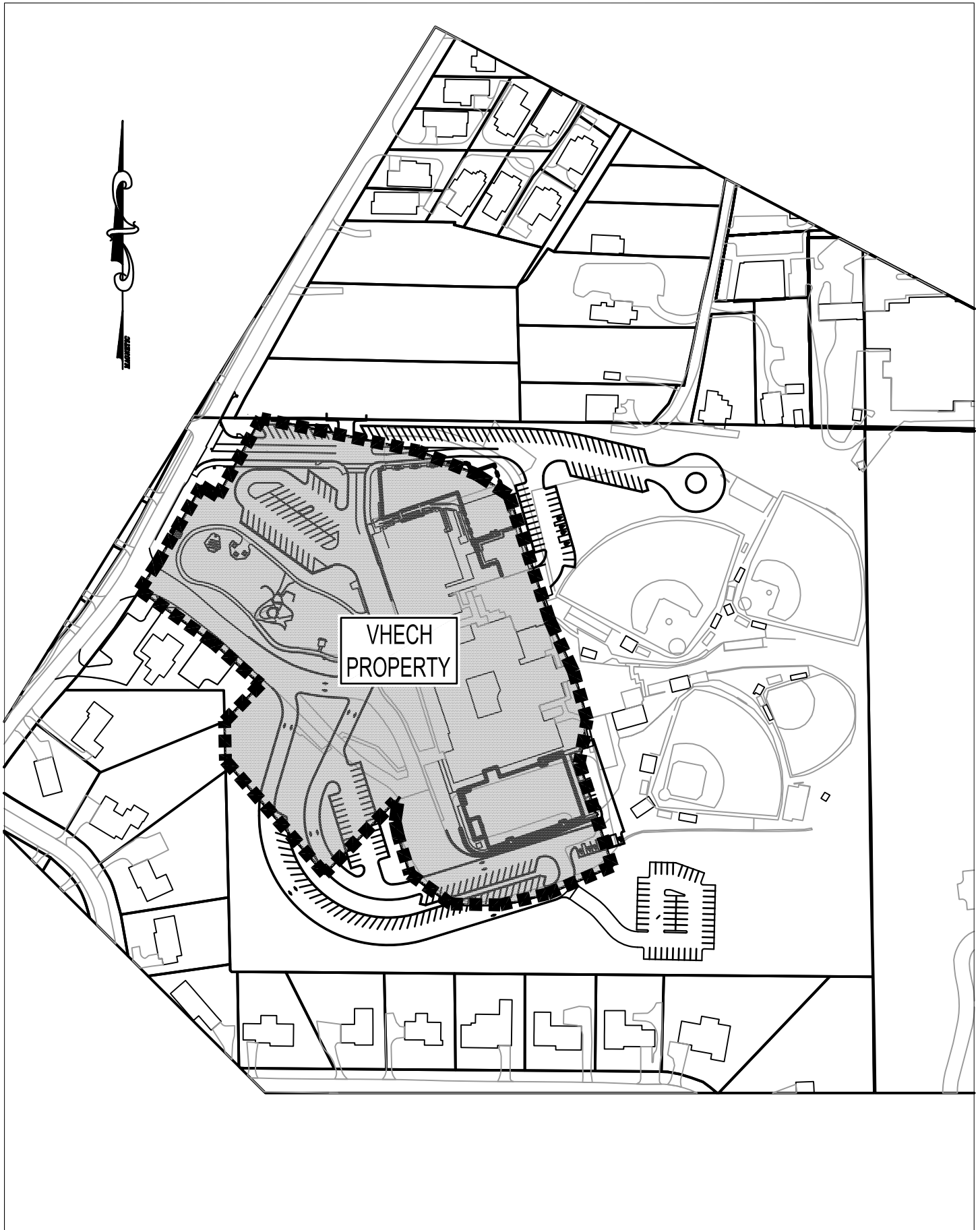
DESCRIPTION: EXHIBIT - VHECH PROPERTY DESCRIPTION

CITY OF VESTAVIA HILLS AND THE
VESTAVIA HILLS BOARD OF EDUCATION
EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT A

DATE: 05.03.2017
SCALE: NONE
DRAWN BY: CE



VHECH
PROPERTY

DESCRIPTION: EXHIBIT - VHECH PROPERTY

CITY OF VESTAVIA HILLS AND THE
VESTAVIA HILLS BOARD OF EDUCATION
EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT B

DATE: 05.03.2017

SCALE: 1"=200'

DRAWN BY: CE

LEGAL DESCRIPTION
CITY FIELD PROPERTY

4403 DOLLY RIDGE ROAD,
VESTAVIA HILLS, AL 35243

TAX PARCEL ID NO. 28-00-22-3-001-001.000
JEFFERSON COUNTY, ALABAMA

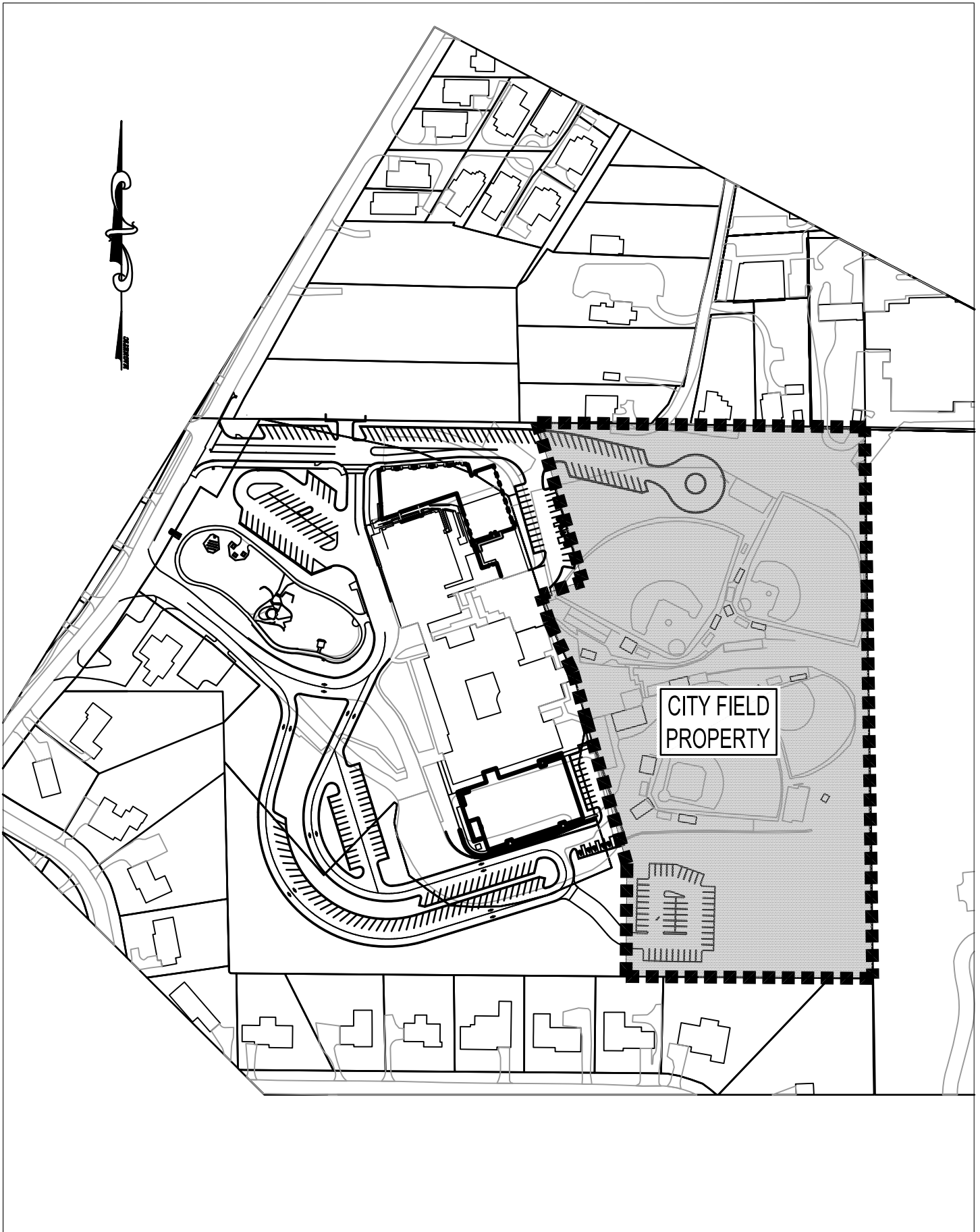
DESCRIPTION: EXHIBIT - CITY FIELD PROPERTY DESCRIPTION

CITY OF VESTAVIA HILLS AND THE
VESTAVIA HILLS BOARD OF EDUCATION
EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT C

DATE: 05.03.2017
SCALE: NONE
DRAWN BY: CE



DESCRIPTION: EXHIBIT - CITY FIELD PROPERTY

CITY OF VESTAVIA HILLS AND THE
VESTAVIA HILLS BOARD OF EDUCATION
EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT D

DATE: 05.03.2017

SCALE: 1"=200'

DRAWN BY: CE

**LEGAL DESCRIPTION
VESTAVIA HILLS ELEMENTARY SCHOOL
AT CAHABA HEIGHTS
PHASE 2 PROPERTY**

A parcel of land situated in the N.E. 1/4 of the S.W. 1/4 of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest quarter of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama and run North 87°24'56" West along the North line of said 1/4 section and along the South line of Lot 3, Hollis Crossings as recorded in Map Book 242, Page 64 in the office of the Judge of Probate of Jefferson County, Alabama a distance of 500.62 feet to the Point of Beginning; thence South 14°18'16" East a distance of 245.34 feet to a point; thence South 73°24'38" West a distance of 66.76 feet to a point on the boundary of that property conveyed to the Board of Education of the City of Vestavia Hills by Warranty Deed recorded in Instrument #200309/3918 in the office of the Judge of Probate of Jefferson County, Alabama; thence North 16°35'22" West along the boundary of said property a distance of 168.00 feet to a point; thence North 55°42'53" West along the boundary of said property a distance of 61.55 feet to a point; thence North 62°36'03" West along the boundary of said property a distance of 99.26 feet to a point; thence North 81°59'33" West along the boundary of said property a distance of 253.95 feet to a point on the North line of the Southwest quarter of Section 22, said point also lying on the South line of Lot 1 of the aforementioned Hollis Crossings; thence South 87°24'56" East along the North line of said 1/4 section and along the South line of Lot 1, Lot 2 and Lot 3, Hollis Crossings a distance of 442.23 feet to the Point of Beginning.

Containing 28,271 square feet or 0.649 acre.

DESCRIPTION: EXHIBIT - PHASE 2 PROPERTY DESCRIPTION

CITY OF VESTAVIA HILLS AND THE
VESTAVIA HILLS BOARD OF EDUCATION
EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT E

DATE: 05.03.2017
SCALE: NONE
DRAWN BY: CE

DOLLY RIDGE ROAD

LOT 1
HOLLIS CROSSINGS
(Map Book 242, Page 64)

LOT 2
HOLLIS CROSSINGS
(Map Book 242, Page 64)

LOT 3
HOLLIS CROSSINGS
(Map Book 242, Page 64)

N 81° 59' 33" W
253.95'

S 87° 24' 56" E
442.23'

N 62° 36' 03" W
99.26'

N 87° 24' 56" W
500.62'

28,271 Square Feet
or 0.649 Acre

N 55° 42' 53" W
61.55'

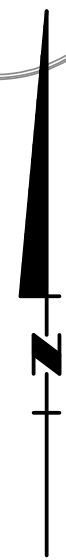
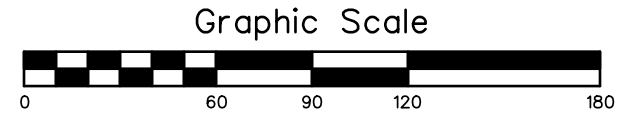
S 14° 18' 16" E
245.34'

N 16° 35' 22" W
168.00'

S 73° 24' 38" W
66.76'

Property Conveyed by Warranty Deed
Instrument 200309/3918

Northeast Corner
S.W. 1/4
Sec. 22-T18S-R2W
Point of Commencement



VESTAVIA HILLS ELEMENTARY SCHOOL AT CAHABA HEIGHTS PHASE 2 PROPERTY

DATE: APRIL 5, 2017
SCALE: 1" = 60'

SCHODEL
Consulting Engineers

Civil
Surveying
Environmental
Water Resources
High Definition
Surveying

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166

Copyright © 2017, Walter Small Engineering Company, Inc.

g:/16/217/Survey/Exhibit/

**LEGAL DESCRIPTION
VESTAVIA HILLS ELEMENTARY SCHOOL
AT CAHABA HEIGHTS
PHASE 3 PROPERTY**

A parcel of land situated in the N.E. 1/4 of the S.W. 1/4 of Section 22, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Southwest corner of that property conveyed to the City of Vestavia Hills by Warranty Deed recorded in Instrument #200304/5172 in the office of the Judge of Probate of Jefferson County, Alabama, said point also being a corner of Lot 6, Block 4, Dolly Ridge Acres First Addition as recorded in Map Book 45, Page 84 in the office of the Judge of Probate of Jefferson County, Alabama; thence North 00°38'24" East along the East line of Lot 6, Lot 5, Lot 4 and Lot 3, Block 4 of the aforementioned Dolly Ridge Acres First Addition a distance of 344.60 feet to a point on the boundary of that property conveyed to the Board of Education of the City of Vestavia Hills by Warranty Deed recorded in Instrument #200309/3918 in the office of the Judge of Probate of Jefferson County, Alabama; thence South 38°42'36" East along the boundary of said property a distance of 230.58 feet to a point; thence North 48°28'50" East along the boundary of said property a distance of 151.22 feet to a point; thence South 53°11'57" East along the boundary of said property a distance of 4.35 feet to a point; thence South 10°55'19" West along the boundary of said property a distance of 29.16 feet to a point; thence South 8°19'27" East along the boundary of said property a distance of 37.91 feet to a point; thence South 25°14'32" East along the boundary of said property a distance of 37.85 feet to a point; thence South 42°19'45" East along the boundary of said property a distance of 53.37 feet to a point; thence South 53°35'01" East along the boundary of said property a distance of 32.90 feet to a point; thence South 73°35'02" East along the boundary of said property a distance of 31.93 feet to a point; thence North 84°37'06" East along the boundary of said property a distance of 43.39 feet to a point; thence North 78°03'11" East along the boundary of said property a distance of 33.86 feet to a point; thence North 74°20'49" East along the boundary of said property a distance of 44.04 feet to a point; thence North 65°02'25" East along the boundary of said property a distance of 113.82 feet to a point; thence North 15°08'05" West along the boundary of said property a distance of 169.54 feet to a point; thence North 11°25'55" East along the boundary of said property a distance of 64.89 feet to a point; thence South 13°11'57" East (leaving said property boundary) a distance of 229.06 feet to a point; thence South 2°36'21" West a distance of 197.00 feet to a point on the North line of Lot 12, Block 4, Dolly Ridge Acres First Addition; thence North 87°23'39" West along the North line of Lot 12, Lot 11, Lot 10, Lot 9, Lot 8, Lot 7 and Lot 6, Block 4 of Dolly Ridge Acres First Addition a distance of 608.40 feet to the Point of Beginning.

Containing 119,330 square feet or 2.739 acres.

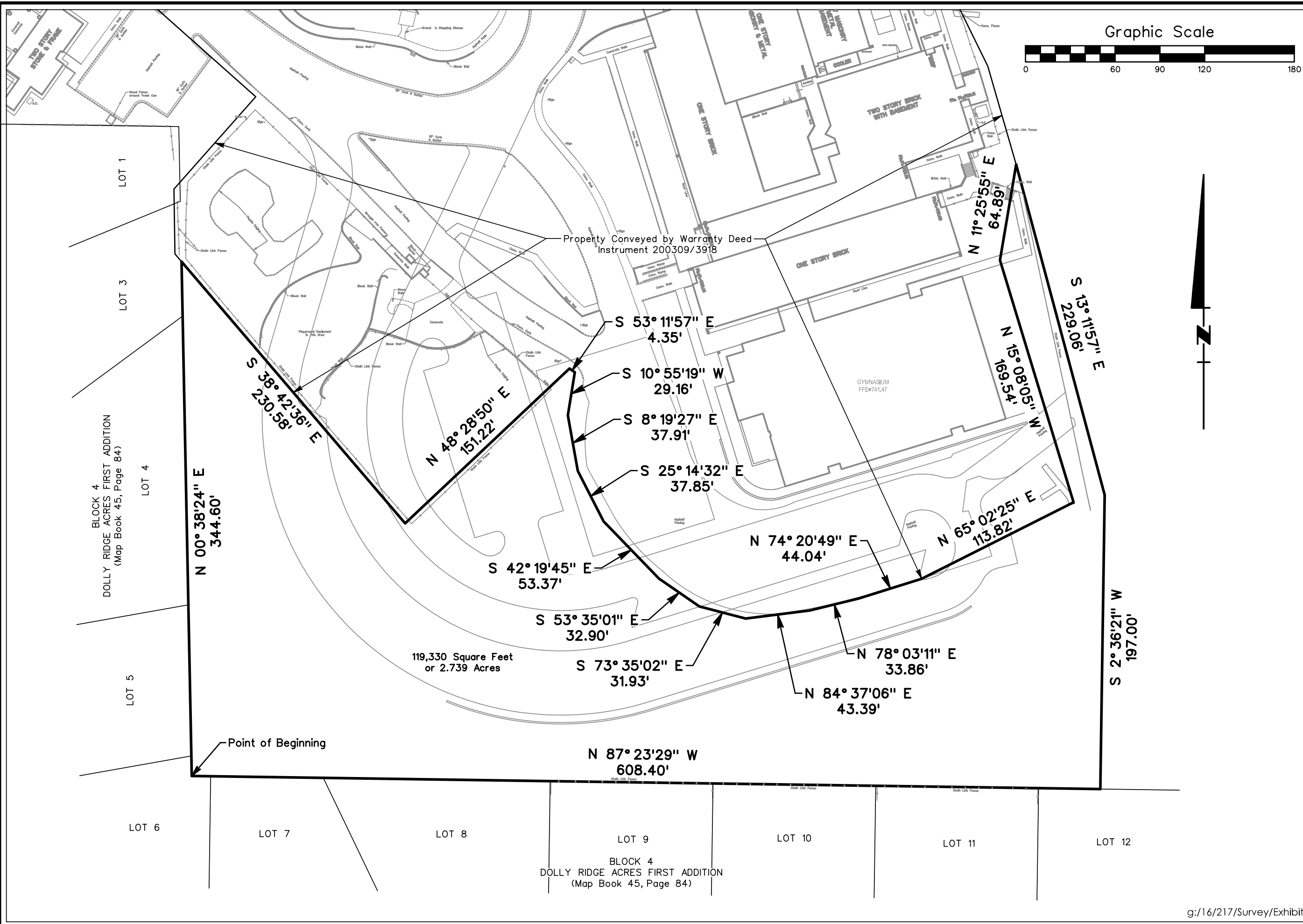
DESCRIPTION: EXHIBIT - PHASE 3 PROPERTY DESCRIPTION

CITY OF VESTAVIA HILLS AND THE
VESTAVIA HILLS BOARD OF EDUCATION
EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT G

DATE: 05.03.2017
SCALE: NONE
DRAWN BY: CE



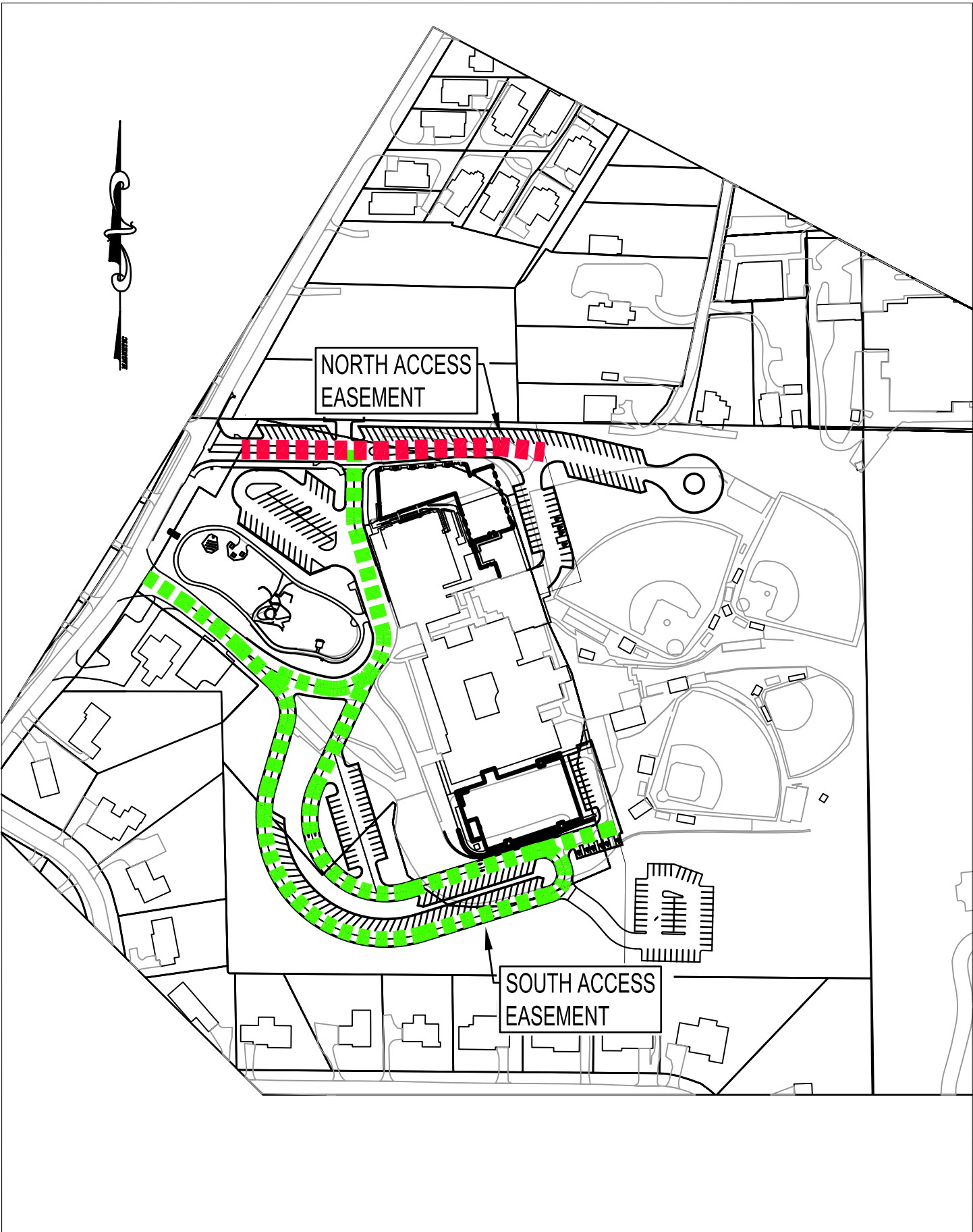
VESTAVIA HILLS ELEMENTARY SCHOOL AT CAHABA HEIGHTS PHASE 3 PROPERTY

SCHODEL
Consulting Engineers

Civil
Surveying
Environmental
Water Resources
High Definition
Surveying

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166

DATE: APRIL 5, 2017
SCALE: 1" = 60'



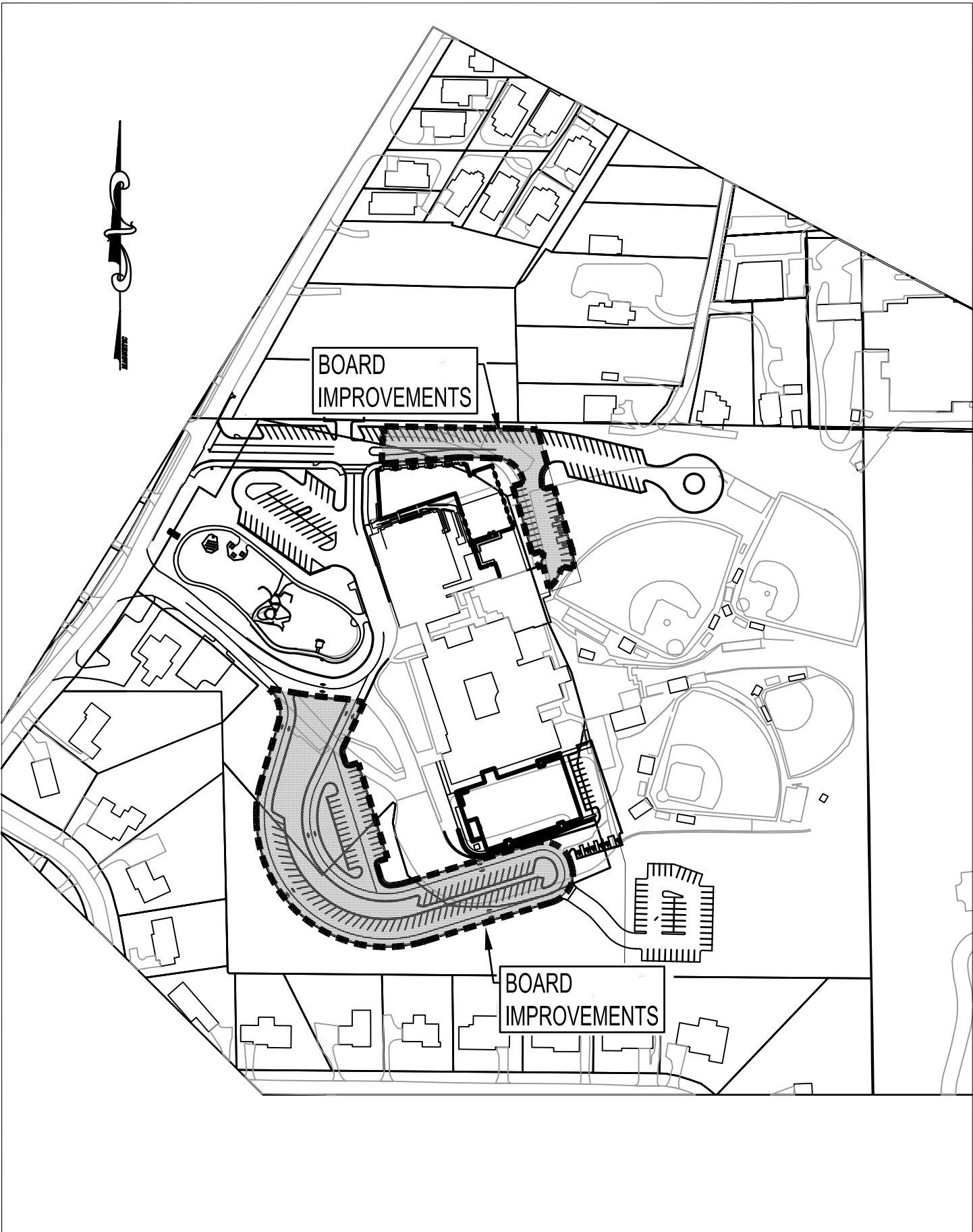
DESCRIPTION: EXHIBIT - NORTH AND SOUTH ACCESS EASEMENTS

CITY OF VESTAVIA HILLS AND THE
 VESTAVIA HILLS BOARD OF EDUCATION
 EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
 AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT I

DATE: 05.15.2017
 SCALE: 1"=200'
 DRAWN BY: CE



DESCRIPTION: EXHIBIT - BOARD IMPROVEMENTS

CITY OF VESTAVIA HILLS AND THE
 VESTAVIA HILLS BOARD OF EDUCATION
 EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
 AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

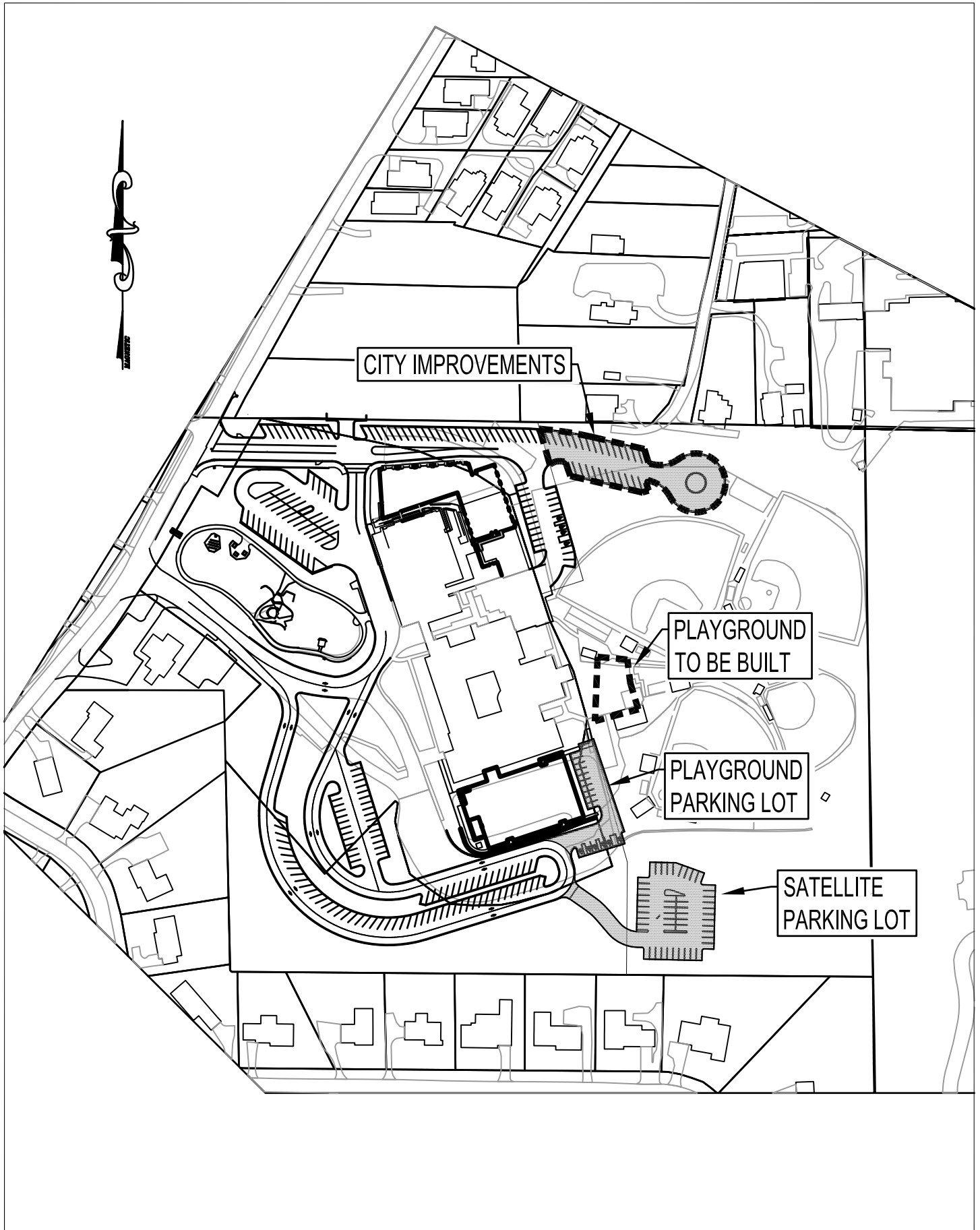
VESTAVIA HILLS, ALABAMA

EXHIBIT J

DATE: 05.03.2017

SCALE: 1"=200'

DRAWN BY: CE



DESCRIPTION: EXHIBIT - CITY IMPROVEMENTS

CITY OF VESTAVIA HILLS AND THE
 VESTAVIA HILLS BOARD OF EDUCATION
 EASEMENT, MAINTENANCE AND SHARED PARKING AGREEMENT
 AT VESTAVIA HILLS ELEMENTARY SCHOOL CAHABA HEIGHTS

VESTAVIA HILLS, ALABAMA

EXHIBIT K

DATE: 05.15.2017

SCALE: 1"=200'

DRAWN BY: CE

RESOLUTION NUMBER 4950

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ALLOCATE FUNDING WITHIN THE GASOLINE TAX FUND BUDGET FOR FISCAL YEAR 2016-2017 IN ORDER TO COVER LANDFILL FEES AND HAULING COST

WHEREAS, on August 22, 2016 the City Council adopted and approved Resolution Number 4867 adopting a General Fund Budget, a Special Revenue Fund Budget, a Capital Project Fund Budget and a Sidewalk Project Fund Budget for the City of Vestavia Hills for fiscal year 2016-2017; and

WHEREAS, said Special Revenue Fund Budget annually includes approximately \$20,000 to dispose of material to the landfill; and

WHEREAS, the City has not disposed of material for a period of three years; and

WHEREAS, the City has had numerous large drainage pipe replacement projects, wind events with downed trees, and other various projects that have contributed to a high volume of material to be accumulated; and

WHEREAS, said recent clearing expenses exceeded the allocated budget expense; and

WHEREAS, the City Manager and Finance Director has examined said budget and recommended the allocation of funding from the Special Revenue Budget to cover the expense of the landfill fees and hauling costs; and

WHEREAS, the Mayor and City Council have reviewed the recommendation and find it is in the best public interest to approve that the City Manager allocate funding within the budget in order to cover the expense of the landfill fees and hauling costs.

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

1. The City Manager is hereby authorized to fund the landfill fees and hauling costs from Special Revenue Fund Account 07 – Gasoline Tax in the amount of \$70,800; and
2. This Resolution Number 4950 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 12th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

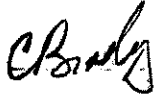
CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES
OFFICE OF CITY ENGINEER
INTER-DEPARTMENT MEMO

May 17, 2017

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services

From: Christopher Brady, City Engineer



RE: Roadway Maintenance and Landfill Fees

Periodically, during routine roadway maintenance projects such as dead or fallen tree removal and drainage pipe replacements, City's Public Works crews stockpile debris and excavated material near the City's public works facility. While this is mostly waste material consisting of vegetative matter, degraded soil, disintegrated pipe and waste concrete, it is more cost efficient and time efficient to stockpile this material nearby as opposed to directly hauling to landfill for disposal. As our stockpile area fills with this material, we periodically then clear and spend a period of time to clean and haul to landfill.

Until recently, it had been approximately 3 years since the area was cleared. During that time span, we have had numerous large drainage pipe replacement projects, wind events to blow down trees, and other projects that have contributed to a high volume of material being accumulated. We are seeking Council appropriation to cover these additional costs out of gas tax funds (07 funding).

We are requesting \$70,800 to cover landfill fees and hauling costs. (\$58,000 City of Birmingham landfill fee, \$12,800 in contractor hauling)

Please let me know if questions.

RESOLUTION NUMBER 4951

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A CONTRACT FOR THE IMPLEMENTATION STAGE OF THE COMMUNITY SPACES PLAN FOR A PROGRAM MANAGER

WHEREAS, the City of Vestavia Hills is entering the implementation stage of its Community Spaces Plan and there is a need for a program manager to lead the program validation/prioritization, pre-construction and construction phases of this effort; and

WHEREAS, the City held a competitive selection process to select said program manager; and

WHEREAS, the request for proposals included a defined scope of work that is attached as exhibit A; and

WHEREAS, the City Council has selected TCU Consulting Services, LLC as the Community Spaces Plan Program Manager whose contract is attached as exhibit B; and

WHEREAS, said contract is divided into three phases of work, each requiring successful completion of the previous stage to include City Council approved funding for the next phase of work to proceed; and

WHEREAS, Phase One will require additional architectural, engineering and operational planning services outside of the contract with TCU; and

WHEREAS, the City Manager and Finance Director has examined said budget and recommended the allocation of funding from the Capital Project Fund and General Obligations Warrants Fund to cover the expense of Phase One Services, Phase Two Services, and Phase Three Services, and additional funding and services during Phase One for Architectural, Civil Engineering, and Operational Planning; and

WHEREAS, the Mayor and City Council have reviewed the recommendation and find it is in the best public interest to approve that the City Manager allocate funding within the budget in order to cover the expense of Phase One Services, Phase Two Services, and Phase Three Services, and additional funding and services during Phase One for Architectural, Civil Engineering, and Operational Planning.

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

1. The City Manager is hereby authorized to execute the attached contract with TCU Consulting Services, LLC for the following contract amounts from the Capital Project Fund and General Obligations Warrants Fund:
 - a. Phase One Services \$120,000
 - b. Phase Two Services \$373,650
 - c. Phase Three Services \$1,002,000
2. Furthermore, the following allowance for additional funding and services during Phase One are authorized up to and not exceeding the stated collective amounts from the Capital Project Fund and General Obligations Warrants Fund:
 - a. Architectural \$8,500
 - b. Civil Engineering \$4,500
 - c. Operational Planning \$26,000
3. This Resolution Number 4951 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 12th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

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

May 5, 2017

By Hand Delivery

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Proposed Agreement By and Between the City of Vestavia Hills and TCU Consulting Services, LLC for Program Management Services

Dear Mr. Downes:

On May 4, 2017, you furnished to me copies of a proposed Agreement by and between the City of Vestavia Hills ("City") and TCU Consulting Services, LLC ("TCU"), together with Exhibits A, B and C, with a request that I review the same and provide you with my written legal opinion. The purpose of this letter is to respond to your request.

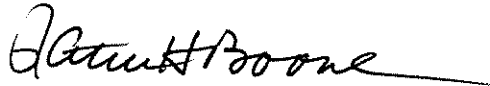
I reviewed the proposed Agreement and exhibits and am of the opinion that the documents meet the requirements of Alabama law. I have no recommendations for deletions or modifications. However, I do recommend that TCU add the following required language to the contract:

1. Immigration language as required by Title 31-13-9(k), *Code of Alabama, 1975*.
2. Boycott limitation language as required by Title 41-16-5(b), *Code of Alabama, 1975*.

I have enclosed copies of both statutes.

Please call me if you have any questions regarding this legal opinion.

Very truly yours,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
Enclosures

(g) The Secretary of State may adopt rules to administer this section and shall report any rules adopted to the Legislature.

(h) Compliance with this section may be verified by the contracting authority or any state or local law enforcement agency at any time to ensure a contractual agreement as provided for in this section is being met.

(i) Anything to the contrary notwithstanding, this section shall not apply to agreements by the state, any political subdivision thereof, or any state-funded entity relating to debt obligations by such entities.

(j) Any business entity or employer found in violation of this section that has had their business license or permit suspended shall not, for the duration of the suspension, be allowed, directly or indirectly, to procure or execute a license or permit similar to those that have been suspended.

(k) All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

(l) For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

(m) All actions brought under this section shall be brought in circuit court.

HISTORY:

Acts 2011, No. 11-535, § 9, Jan. 1, 2012; Acts 2012, No. 12-491, § 1, May 18, 2012.

Editor's notes.

The Secretary of State has promulgated rules to provide an acceptable form for affidavits for business entities, employers, contractors, and subcontractors. You may view these rules and forms in Chapter 820-4-1ER of the Administrative Code (Ala. Admin. Code r. 820-4-1ER) or as a Microsoft Word document at this website: <http://www.sos.state.al.us/downloads/procedures/ImmigrationAct-ER.doc>.

The Code Commissioner substituted "that has been suspended" for "has been suspended" in (e)(1)c.2. and (e)(2)c.2., and substituted "Department of Labor" for "Department of Industrial Relations" throughout (e) as amended by Acts 2012, No. 12-491, to implement the name changes provided by Acts 2012, No. 12-496 and Ala. Code §§ 25-2-1 and 25-2-2.

Effective dates.

Acts 2011, No. 11-535, effective January 1, 2012.

2012 amendments.

The 2012 amendment rewrote the section.

RESEARCH REFERENCES AND PRACTICE AIDS

Related statutes.

Acts 2011, No. 11-535, § 34: "Sections 22 and 23 of this act shall become effective immediately following the passage and approval of this act by the Governor, or its otherwise becoming law. Section 9 shall become effective on January 1, 2012, following the passage and approval of this act by the Governor, or its otherwise

becoming law. Section 15 shall become effective on April 1, 2012, following the passage and approval of this act by the Governor, or its otherwise becoming law. The remainder of this act shall become effective on the first day of the third month following the passage and approval of this act by the Governor, or its otherwise becoming law."

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HISTORY:

Acts 1999, No. 99-592; Acts 2014, No. 14-314, § 1, Oct. 1, 2014.

2014 amendments.

The 2014 amendment, effective October 1, 2014, added "and the following representatives" in the introductory language of (a)(1); added (a)(1)f. and (a)(1)g.; rewrote (a)(2), which formerly read: "SCHOOL SYSTEM. Any county or city public school system; the Alabama School

for Deaf and Blind; the Alabama School of Fine Arts; and the Alabama School of Mathematics and Science"; deleted former (b)(2), which read: "Accept applications from any school system choosing to apply for grants from the Penny Trust Fund for use in disease prevention programs in the public schools"; rewrote (b)(3) and (b)(4); deleted former (b)(5) and (b)(6); redesignated former (b)(7) as (b)(2); and in (b)(2), added "and approve" and "and the State Superintendent of Education."

**CHAPTER 16
PUBLIC CONTRACTS**

Article 1. General Provisions.

Section

41-16-5. Definitions; boycott limitations.

Article 2. Competitive Bidding on Public Contracts Generally.

41-16-21. Exemptions from requirement — Void contracts.

41-16-24. Advertisement for bids — Opening of bids — Splitting of contracts.

41-16-27. Award of contract — Record of bids — Preference to Alabama commodities, firms, etc.

Article 3. Competitive Bidding on Contracts of Certain State and Local Agencies, etc.

41-16-50. When required — Joint purchasing agreements — Bid bonds.

41-16-51. Exemptions — Void contracts — Criminal penalties.

41-16-54. Advertising for bids — Opening of bids — Splitting of contracts.

41-16-57. Award of contract — Preference to Alabama commodities, firms, etc. — Duration of contracts.

Article 3A. Competitive Bidding on Contracts for Goods and Services.

41-16-72. Professional services contracts.

**ARTICLE 1
GENERAL PROVISIONS**

§ 41-16-5. Definitions; boycott limitations.

(a) For the purposes of this section, the following terms shall have the following meanings:

(1) **BOYCOTT.** To blacklist, divest from, or otherwise refuse to deal with a person or business entity when the action is based on race, color, religion, gender, or national origin of the targeted person or entity or is based on the fact that the boycotted person or entity is doing business in a jurisdiction with which this state can enjoy open trade and with which the targeted person or entity is doing business.

(2) **BUSINESS ENTITY.** A corporation, partnership, limited liability company, organization, or other legal entity conducting or operating any trade or business in Alabama or a corporation, organization, or other legal entity

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Acts 2016, No

Effective dates Acts 2016, No 2016.

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operating in Alabama that is exempt from taxation under Section 501(C)(3) or (4) of the Internal Revenue Code.

(3) **GOVERNMENTAL ENTITY.** The state or any political subdivision thereof, or any department, agency, board, commission, or authority of the state, or any political subdivision, or any public corporation, authority, agency, board, commission, state college, or university, municipality, or other governmental entity controlled by the state or any political subdivision.

(4) **JURISDICTION WITH WHICH THIS STATE CAN ENJOY OPEN TRADE.** Includes World Trade Organization members and those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations.

(b) Subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, Code of Alabama 1975, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c)(1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.

(2) This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).

(d) Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

HISTORY:

Acts 2016, No. 16-312, § 1, Aug. 1, 2016.

Effective dates.

Acts 2016, No. 16-312, effective August 1, 2016.

ARTICLE 2

**COMPETITIVE BIDDING ON PUBLIC CONTRACTS
GENERALLY**

§ 41-16-21. Exemptions from requirement — Void contracts.

(a) Competitive bids shall not be required for utility services where no competition exists or where rates are fixed by law or ordinance, and the competitive bidding requirements of this article shall not apply to: The purchase of insurance by the state; contracts for the securing of services of attorneys, physicians, architects, teachers, artists, appraisers, engineers, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part; contracts of employment in



VESTAVIA HILLS

A LIFE ABOVE

Community Spaces Plan Implementation

Request for Proposals for Capital Projects Program Management Services Associated with the Community Spaces Plan

Key Dates

- RFP RELEASE DATE: March 1, 2017
- INTENT TO RESPOND DEADLINE: March 10, 2017
- PRE-PROPOSAL BRIEFING AND MEETING: March 17, 2017
 - Vestavia Hills City Council Chambers, 10am (1032 Montgomery Hwy)
- INQUIRIES RELATED TO THE RFP: March 24, 2017
- PROPOSALS DUE: March 31, 2017

Purpose

The City of Vestavia Hills is requesting proposals from capital project program management firms willing to provide program management services associated with its Community Spaces Master Plan. Information on the master plan and budget can be found at <http://bit.ly/CommunitySpacesPlan>. The new capital projects will be funded by the City through a yet to be determined capital finance plan that might include a bond issuance or bank placement of approximately \$50mm.

Restriction of Communication

From the issue date of this RFP until respondents are selected and notified by the City, respondents to this RFP are not allowed to communicate their proposal or discuss the RFP with any member of the City Council or City staff, except for submission of questions as instructed herein. If a respondent is found in violation of this provision, the City reserves the right to reject the respondent's submission.

Intent to Respond

All recipients of this RFP who intend on submitting a response must provide a notification of intent in writing by March 10, 2017, to Jeff Downes at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 or electronically to jdownes@vhal.org. Affirmative response will be made to respondents upon receipt of notice of intent to respond.

Respondents providing notification they intend to respond will be provided with any addendum, answers to inquiries, etc. pertaining to this RFP. Those respondents who do not provide a notification that they intend to respond to the RFP will not be allowed to present a proposal for services.

Schedule and Delivery of Proposals

Responses must be delivered to the Office of the City Manager, 2nd Floor, Vestavia Hills City Hall, 1032 Montgomery Highway, Vestavia Hills, AL 35216 no later than March 31, 2017, at 4:00PM Central Time. Late submissions will not be accepted.

Please send one (1) printed copy and one (1) electronic copy (in PDF) via email to jdownes@vhal.org

Inquiries Related to RFP

Telephone inquiries with questions regarding clarification of any aspect of the RFP will not be accepted. All questions must be written and emailed to the City Manager at jdownes@vhal.org no later than 5PM Central Time on March 24, 2017.

General Requirements

1. Applicable Law. Any contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Alabama.
2. Duration of Response. Compensation fee quotes from all respondents must be valid up to sixty (60) days from the date of the RFP due date. The respondent's fee quote selected under this RFP must be valid until successful completion of all capital projects.
3. Contract Review. Any professional services contract resulting from this RFP will be subject to review by the City and its attorney. Draft contracts are encouraged as a part of submitted proposals
4. Diversity/Equal Opportunity. The City considers all proposals without reference to race, gender, cultural, ethnic, or other characteristics of the respondent or employees of the respondent.
5. Additional. The selected firm must be qualified to do business in the State of Alabama and any local jurisdiction within which the contract will be performed.

Scope of Services

The selected firm will be expected to perform all normal and customary services associated with capital project program management. These services will include but not be limited to the scope of work established below:

Phase One Scope (Anticipated time frame: Three Months)

Program Budget Validation and Execution Strategy

Goal: The City’s “Community Spaces Master Plan” effort has effectively identified the needs and ideas for public spaces throughout the City based upon master plan input. The specific packaging/bundling of the various components from the Master Plan may or may not be in the most ideal grouping for effective execution based upon several factors such as location, timing restrictions, phasing needs, budget availability, funding mechanisms, community needs, etc. The goal of this phase is for the program manager to work with the City to develop the most effective and beneficial strategy for executing this group of projects over a multi-year period. This phase is meant to be a collaborative effort with various City representatives to develop the most ideal strategy given all factors.

Potential Project Components: (This list is not all inclusive. Other small components not listed are included in the master plan document)

1. Multi-Purpose Recreational Facility at Wald Park
2. Premier Green Space at Wald Park
3. Acquisition and Renovation of Gold’s Gym Facility
4. Rehabilitation of Cahaba Heights Ballfield Complex
5. Development of the Old Altadena Valley Country Club Property
6. Redevelopment of the City’s Swimming Facility at Wald Park
7. Wald Park Ballfield Improvements

Overall Program Budget Validation:

- Develop a master program budget inclusive of all projects.
- Provide detailed conceptual estimates for each project.

Phasing Plan:

- Develop a preliminary comprehensive phasing and priority plan for each project.

Overall Master Schedule:

- Develop an overall master schedule for overall program
- Develop individual project schedules, based on priority

Recommendation Regarding Phase One Design Services Scope and Budget

- Recommend the appropriate level of design services to assist in program validation and study as a part of the Phase One activities.

Cash Flow:

- Develop a funding distribution analysis to support funding and investment strategies

Public Meetings:

- Represent and support the City of Vestavia Hills in all public work sessions and City Council meetings, as it relates to The Community Spaces Plan.

Refinement of Program Vision and Coordination with Stakeholders

- Meet with stakeholders of the Community Spaces Plan to include the “steering committee” to provide guidance in program refinements.

Phase Two Scope (Anticipated Time Frame: Six to twelve months)

Pre-Construction Phase

Goal: The goal of this phase is to manage the multiple projects throughout the City as identified in phase one through the design and bidding phase as the City’s representative. The timing of this phase is anticipated to be six to twelve months but may take a longer period as determined in the outcome of phase one, and the management effort needed may vary at times based upon the selected strategy. An important task in this phase includes the cost estimating expectations at the schematic design completion, design development completion, and during the construction document phase (50% and 100%). As with all phases, it is the City’s intent that these efforts involve collaboration with all stakeholders- internal and external to the City.

Pre-Design Phase Program Management:

- Develop a Management Plan for the Overall Program.
- Assist City of Vestavia Hills in acquiring any design services needed for the program.
- Assist City of Vestavia Hills in review and preparation of the Agreement between City of Vestavia Hills and Designer.
- Prepare a Master Schedule for the Overall Program.
- Prepare a preliminary budget based on the separate projects required for the Program.
- Prepare a cost analysis of various design and construction alternatives.
- Develop and implement an information system in order to establish communication between City of Vestavia Hills, Program Manager, Designer, Contractors and other parties involved with the Program.

Design Phase Program Management:

- Organize, lead, and document project meetings during the Design Phase of each project.
- Continuous monitoring of Designer’s compliance with the Management Plan, Master Schedule, and Budget.
- Review the design documents and make recommendations as to constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Contractors; and as to the separation of the Projects into contracts

for various categories of the Work.

- Coordinate documents with regulatory agencies for review and advise of potential problems and suggested solutions regarding completion of such reviews.
- Prepare general and supplemental conditions for the construction contracts and for materials or equipment procurement contracts for the projects, and provide them to designer for inclusion in the design documents.
- Assist City of Vestavia Hills in preparing documents concerning the budget for use in obtaining or reporting on program funding.
- Overall management of the master schedule during the design phase.
- Prepare a Pre-Bid Construction Schedule for each part of the Program and make the schedule available to the bidders during the Bid and Award Phase of the Projects.
- Develop an estimate of the overall project and construction cost for each portion of the Program that will be submitted for proposals or bids by potential contractor.
- Provide value engineering studies on major construction components.

Bid and Award Phase Program Management:

- Lead effort in developing lists of possible proposers or bidders and in prequalifying proposers or bidders. This service shall include preparation and distribution of questionnaires; receiving and analyzing completed questionnaires; interviewing possible proposers or bidders, bonding agents and financial institutions; and preparing recommendations for City of Vestavia Hills. Program Manager shall prepare a list of proposers or bidders for each bid package.
- Conduct a campaign to increase interest among proposers or qualified bidders.
- Assist architect and City of Vestavia Hills in preparing and placing notices and advertisements to solicit proposals or bids for all projects within the Program.
- Lead and conduct all Pre-Bid Conferences. These conferences shall be forums for City of Vestavia Hills, Program Manager, and Designer to explain the Program requirements to the proposers or bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, City of Vestavia Hills's administrative requirements and technical information.
- Develop and coordinate procedures to provide answers to proposers' or bidders' questions.
- Review Addenda issued by designers for constructability, for effect on the budget, scheduling and time of construction, and for clarity and coordination in documentation.

- In coordination with the City of Vestavia Hills, lead the process of the assembly, delivery and execution of the Contract Documents. Program Manager shall issue to Prime Contractor on behalf of City of Vestavia Hills the Notice of Award and the Notice to Proceed.
- Overall management of the master schedule during the bid and award phase.
- Prepare an estimate of costs for all Addenda
- Provide a thorough evaluation of all the bids for responsiveness and pricing, including alternate bid prices and unit prices, and make a recommendation to City of Vestavia Hills regarding the award of the construction contract.
- Develop Cash Flow Reports during the Bid and Award Phase. The Reports shall be based on actual contract award prices and estimated other construction costs for the duration of the Program.

Phase Three Scope (Anticipated Time Frame: 24 months)

Construction Phase

Goal: The goal of phase three is for the program manager to serve as the City's representative to ensure the various projects get constructed in an efficient and efficient manner (on time and in budget). Particular emphasis and leadership should be given by the program management firm in adhering to the entire program budget for all projects including hard and soft costs of construction.

Construction Phase Program Management:

- Lead a Pre-Construction Conference with each Prime Contractor and review the Program/ Project staffing, scheduling reporting procedures, rules, and all other pertinent issues.
- Verify that the required permits, bonds, and insurance, have been obtained by contractor.
- Establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As City of Vestavia Hills's representative, Program Manager shall be the party to whom all such information shall be submitted.
- Examine Contractor's requests for information, shop drawings, samples, and other submittals to determine the anticipated effect on the Program requirements, the Budget, and the Master Schedule.
- Program manager is to lead meetings at the appropriate sites with each contractor, and as appropriate shall conduct coordination meetings with contractors, City of Vestavia Hills

and Designers.

- Program manager is to prepare and distribute meeting minutes for all meetings associated with the projects and distributing them to all the appropriate parties.
- Coordinate all technical inspection and testing provided by others and distribute all inspection and testing reports to appropriate parties.
- Establish and implement a change order control system.
- Review the contents of all contractor-requested changes to the Contract Time or Price, endeavor to determine the root cause of the request, and assemble and evaluate information concerning the request. Make recommendations to City of Vestavia Hills regarding all proposed change orders. At City of Vestavia Hills direction, Program Manager is to prepare and issue to Prime Contractor appropriate change order documents.
- Establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the City of Vestavia Hills against Work by Contractors that does not conform to the requirements of the Contract Documents.
- Require and coordinate with each contractor that will perform work at the sites to prepare and submit a safety program, as required by the Contract Documents.
- Coordinate with contractors to receive operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Program.
- In consultation with Designer, Program manager will, prior to issuing a Certificate of Substantial Completion, prepare a list of incomplete work or work which does not conform to the requirements of the Contract Documents.
- As appropriate, Program manager, in consultation with Designer, shall review the work and recommend to City of Vestavia Hills when the contractor's work is substantially complete.
- In consultation with Designer, Program Manager shall determine when the Program and contractor's work is finally completed, shall Issue a Certificate of Final Completion and shall provide to City of Vestavia Hills a written recommendation regarding payment to Contractors.
- Provide a thorough review of all contractor's construction schedules and shall verify that the schedule is prepared in accordance with the requirements of the contract documents and that it establishes completion dates that comply with the requirements of the master schedule.
- At a minimum, on a monthly basis, review the progress of construction schedule by each contractor, evaluate the percentage complete of each construction activity and shall review such percentages with each contractor.

- Work with contractors to determine a schedule of values for the construction contract. The schedule of values will serve as the basis for the allocation of the total contract price to the activities shown on contractor's construction schedule.
- Advise City of Vestavia Hills as to the effect on the Budget of all proposed and approved change orders.
- Review the payment applications submitted by the contractors and determine whether the amount requested reflects the progress of contractor's work.

Post-Construction Phase Program Management:

- Coordinate and expedite submittals of information from contractors for preparation of record ("as-built") drawings and specifications. Provide all final copies to the City of Vestavia Hills.
- Prior to the Final Completion of the Program, compile manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates, and index and bind such documents in an organized manner. This information shall then be provided to City of Vestavia Hills.
- Represent the City of Vestavia Hills in obtaining an Occupancy Permit by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Program.
- Work with all project partners during the Post-Construction Phase and finalize all program related change orders.
- Work with City of Vestavia Hills to manage warranty issues for a twelve month period post-construction of each project

Overall Program Management

- Provide overall management of the program master schedule and budget throughout all phases.
- Monthly reports inclusive of schedule, program costs, budget updates, cash flow reports, important items of action, and an overall report of general progress on the overall program.
- Provide recommendations on computer project management software system that is utilized by the City of Vestavia Hills, contractors, designers, and program manager to coordinate all program documentation and communication. Include cost of such program in proposal.
- Throughout the program provide accounting support to record and document all program related costs and provide monthly reports to City of Vestavia Hills. At the conclusion of the program, prepare and deliver to the City of Vestavia Hills a final accounting report for the program.

- Provide and maintain a management team for all projects within the Program and provide preconstruction and program management services as an agent of City of Vestavia Hills and establish and implement coordination and communication procedures among all parties. Management team, at a minimum, shall include staffing that will include preconstruction and project management professionals as well as field management during the construction phase to monitor daily field inspections and observation of contractor's progress, quality, and safety.
- Provide personnel that will represent and support the City of Vestavia Hills in all public work session, City Council meetings, and any other meetings required by the city, as it relates to The Community Spaces Plan.

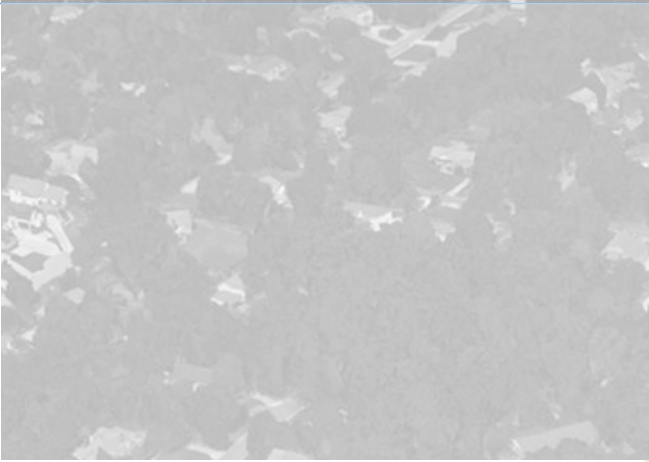
Scope of Services

Please limit your response to ten (10) pages or less; exclusive of transmittal letters or appendices.

Responses should be arranged in the following format:

1. Transmittal letter.
2. Staffing and General Information. Please provide firm information, including the name and address of your firm, address and telephone number for the firm's primary office responding to the RFP. Please provide an overview of staff that will be working with the City to include project leader, staffing approach/reasoning, and amount of staff dedicated to each phase of the project.
3. E-Verify Memorandum of Understanding. To be eligible as a vendor for the City of Vestavia Hills, the E-Verify MOU is required as documentation of compliance with the Beason-Hammon Taxpayer Relief and Citizen Protection Act.
4. Alabama Experience/ Presence. Please provide an overview of your firm's Alabama experience over the last five years, highlighting capital project management experience for Alabama local governments during this period.
5. Project Management. Discuss your firm's approach to managing a \$50mm project that is estimated to take multiple years to finish. Address any savings, scheduling or quality issues that your firm will be able to enhance through the different phases of the project along with how your firm will manage to bring it in on time and at or below budget.
6. Conflicts of Interest. Describe any conflicts of interest or potential conflicts of interest that may arise as a result of your firm being hired.
7. References. Provide three references for the day-to-day contact(s) assigned to the City's projects.
8. Fees/compensation. The City reserves the right to negotiate compensation at or below any amount set forth in the proposal. Enclosed are outlines of the minimum requirements for the scope of services according to project phase. With said scope in mind, please list your firm's proposed fees/compensation by phase according to the following:

- a. **Phase One and Two Scope**, Establish a detailed budget of fees to include an amount of the fee that will not exceed a stated budget figure with any stipulations to said fee.
 - b. **Phase Three Scope**, Establish a fee budget based upon a projected program budget of \$50mm subject to a minimum/maximum range of fees based upon said construction budget subject to adjustment upon final contract construction values.
 - c. The City of Vestavia Hills reserves the right to adjust the Phase Three budget at the completion of Phase One and/or Two.
9. **Selection Criteria**: Proposals will be reviewed by evaluators made up of elected and non-elected officials of the City of Vestavia Hills. The evaluation process may include interviews and will be evaluated based upon (but not be limited to) experience, responsiveness to the RFP, cost, knowledge of the project areas and building climate in Vestavia Hills, and specific personnel assigned to the project. Ultimately, the Vestavia Hills City Council will be the decision maker for any program management contract.



VESTAVIA HILLS
A 1958 TOWN

VESTAVIA HILLS A COMPREHENSIVE PLAN FOR COMMUNITY SPACES

November 2016





WILLIAMS BLACKSTOCK ARCHITECTS



VESTAVIA HILLS A COMPREHENSIVE PLAN FOR COMMUNITY SPACES

November 2016

Summary

1. Community Spaces – Comprehensive Overview

2. Wald Park – Master Plan Development

A. Site Development Option 1

B. Site Development Option 2

3. Recreation Center Development

A. Multipurpose Center Option 1

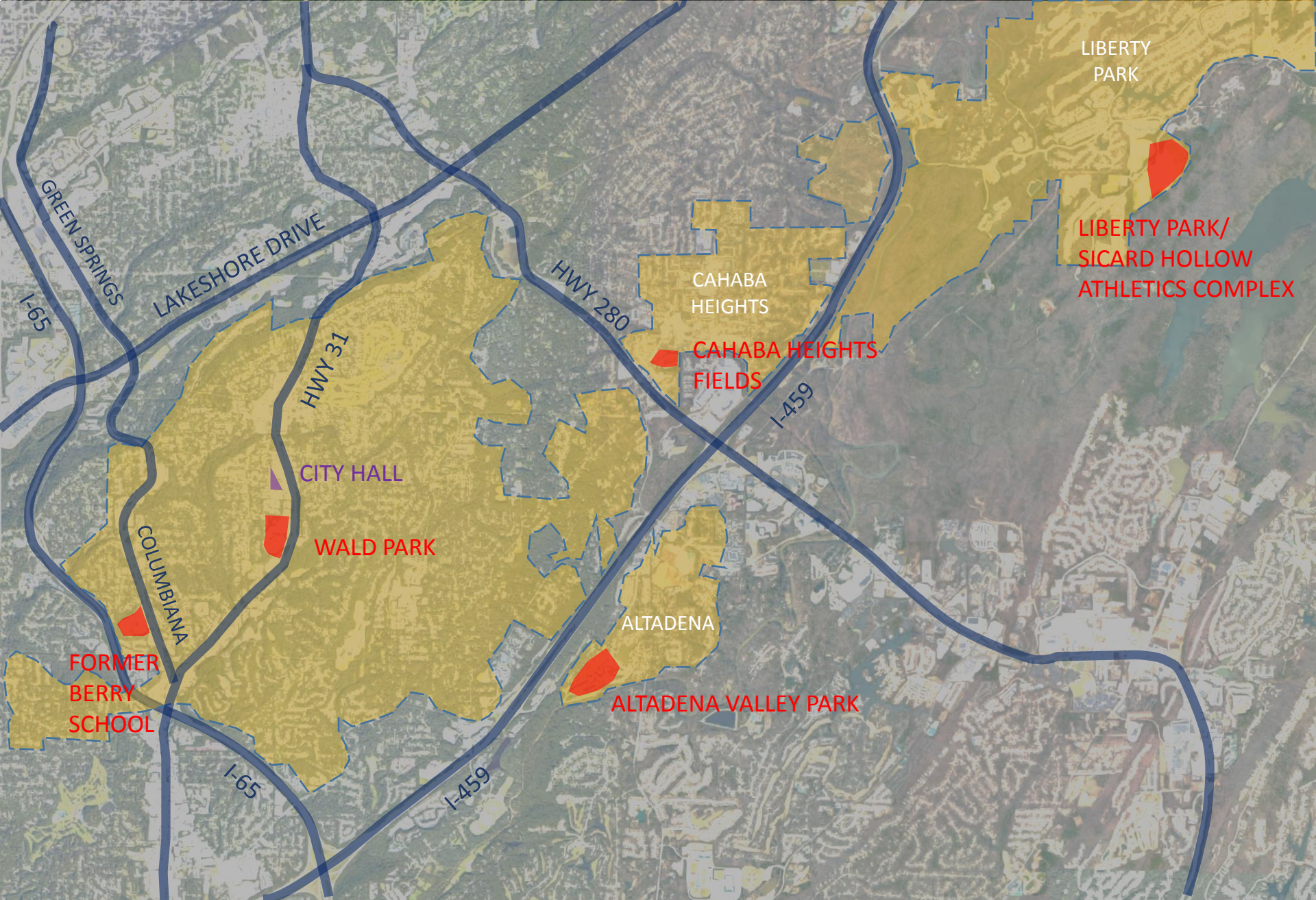
B. Multipurpose Center Option 2

C. Multipurpose Center Option 3

4. Community Center Development

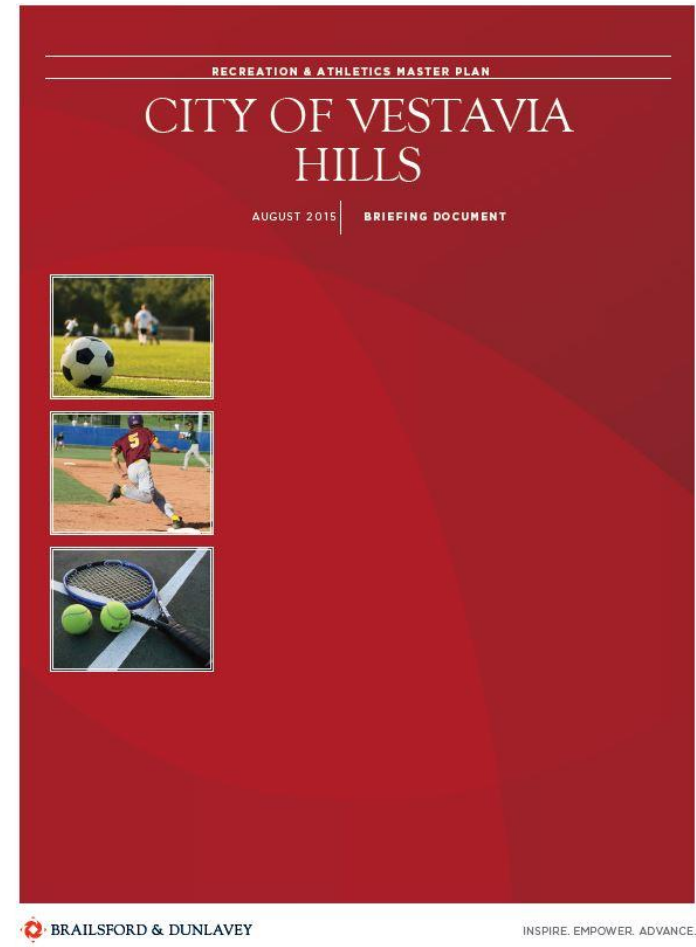
5. Preliminary Budget

6. Appendix



2015 Recreation & Athletics Master Plan

- Recreation & Athletics Master Plan competed in August of 2015
- Recommendations:
 - Re-position quality of life assets
 - Elevate the quality of existing facilities
 - Increase the capacity of City athletic facilities
- Facilities Master Plan builds on the foundation set by the City-wide Recreation and Athletics Master Plan



2016 Planning Committee Recommendations

at Cahaba Heights Fields

Space / Site Planning and Infrastructure Assessment

- Consultants Retained – Brailsford & Dunlavey, Caprine Engineering, HNP
- Geotechnical Study – in progress
- Conceptual Layout & Design – in progress
 - Rotate/Re-order field for optimal space
 - Drainage improvements
 - Parking needs
 - Building and Restroom upgrades
 - Potential Construction of “Miracle Field” for Special Needs Players.
 - Upgrades/Improvements to New Merkel House
- Construction – To Be Determined



2016 Planning Committee Recommendations at Altadena Valley Park

- Land for Park previously acquired at No Cost – Complete
- Conceptual Park Design – Initial design under consideration by City
- Additional Land Acquired for Western Entrance – Complete
- Design for Construction of Western Entrance – Complete
- Planning and Design of Park – To Be Determined
- Construction – To Be Determined



2016 Planning Committee Recommendations

at Altadena Valley Park



2016 Planning Committee Recommendations

at Liberty Park

- Add covered hitting area(s) at girls softball fields
- Upgrade/relocate playground at girls softball fields
- Upgrade restrooms at softball/baseball fields
- Potential construction of “Miracle Field” for special needs player games/functions



at Former Berry School

- Potential Athletic Improvements To Be Determined



2016 Planning Committee Recommendations

at Wald Park

- New Multi-purpose Recreation facility
- New Pool facility
- New premier Green space and Play Area improvements
- Rehabilitate tennis facilities
- Youth sports field improvements w/ artificial turf installation
- Upgrades / improvements to Concession Stand and Press boxes
- Construct covered batting areas with lighting
- Preserve walking / jogging track and improve where necessary
- New Walking paths in premier green space and pedestrian connectivity between City Hall and Wald Park



An aerial photograph of Wald Park, showing various sports fields, a pool, and surrounding buildings. The text "2. Wald Park Master Plan Development" is overlaid in the center. The park features several baseball fields, tennis courts, and a large pool area. The surrounding area includes residential houses, commercial buildings, and a road.

2. Wald Park Master Plan Development



EXISTING SITE PLAN
WALD PARK AREA



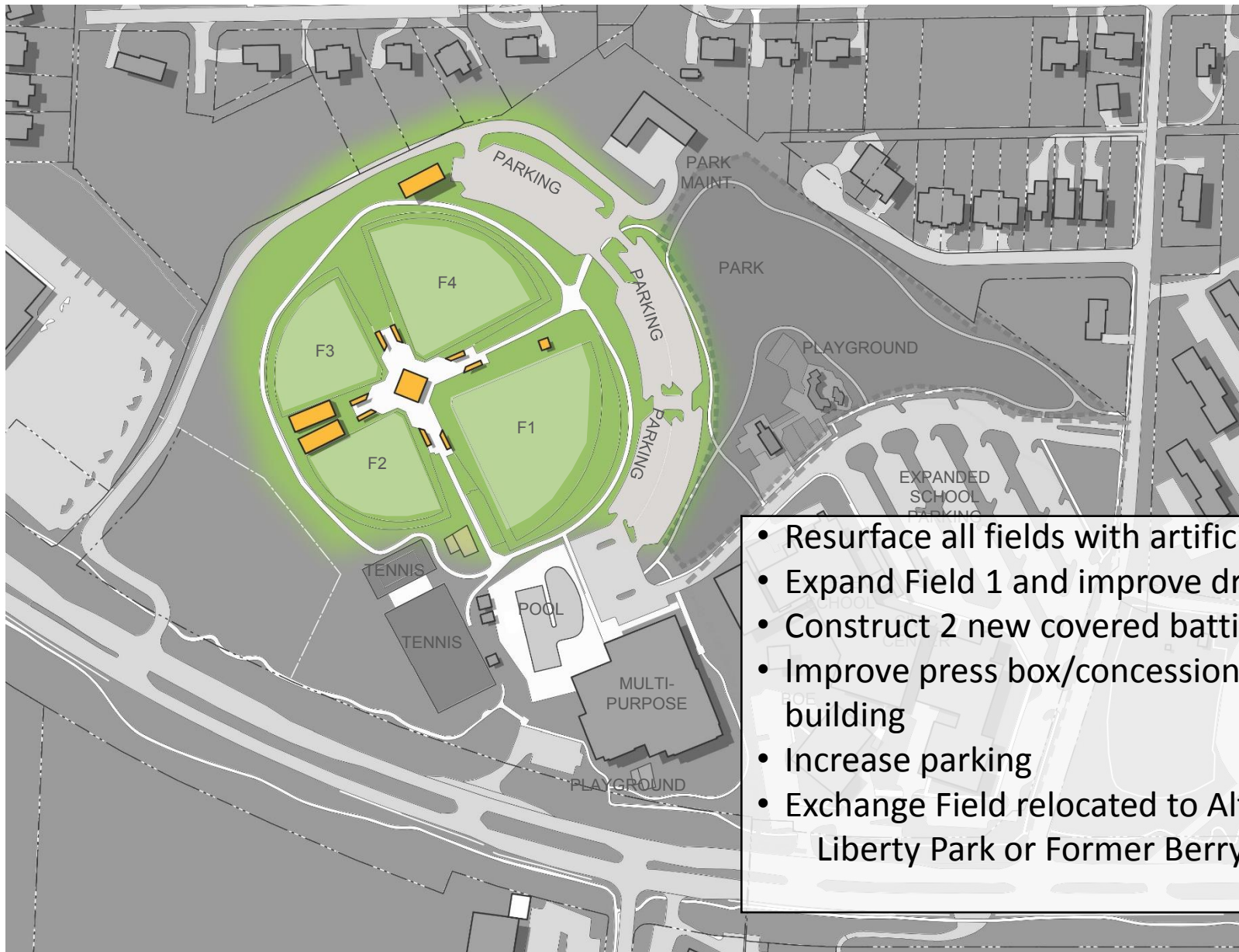
OPTION **1**

SITE DEVELOPMENT OPTIONS



1 SITE PLAN
OPTION 1





- Resurface all fields with artificial turf
- Expand Field 1 and improve drainage
- Construct 2 new covered batting cages
- Improve press box/concessions building
- Increase parking
- Exchange Field relocated to Altadena, Liberty Park or Former Berry School





- Relocate Maintenance Building and staff parking
- Relocate Lodge functions to Multi-Purpose Center
- Create additional parking
- Remove upper tennis courts



- Create premier park with passive green space, open fields, and walking paths
- Improve play areas
- Improve school and park entry as combined road
- Additional parking at VH West Elementary School and near Premier Park



1 SITE PLAN
OPTION 1





HOMWOOD CENTRAL PARK GREEN SPACE COMPARISON



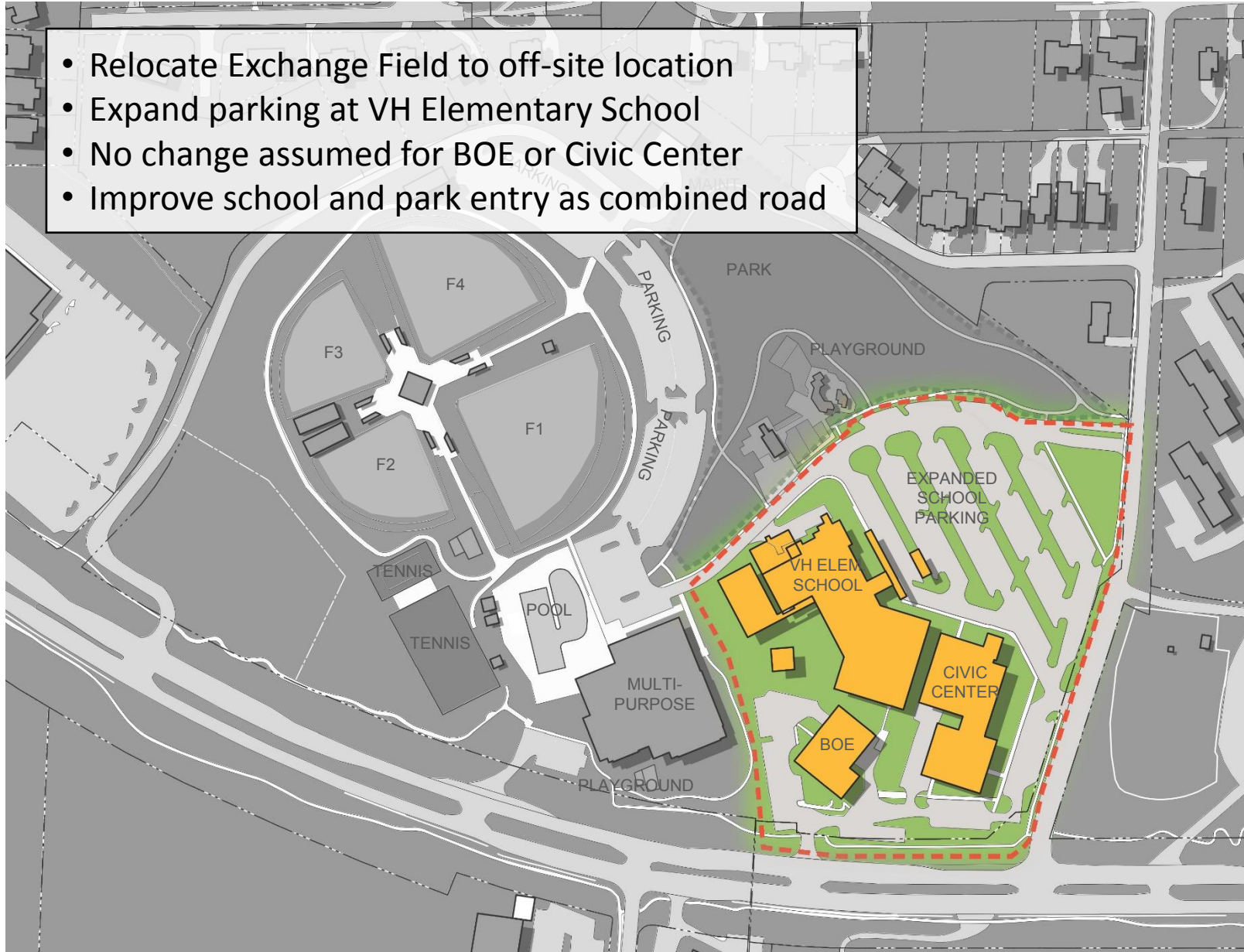
PLAYGROUND

GREEN SPACE

OLD
SKATE
AREA

**HOMEWOOD CENTRAL PARK
GREEN SPACE COMPARISON**

- Relocate Exchange Field to off-site location
- Expand parking at VH Elementary School
- No change assumed for BOE or Civic Center
- Improve school and park entry as combined road



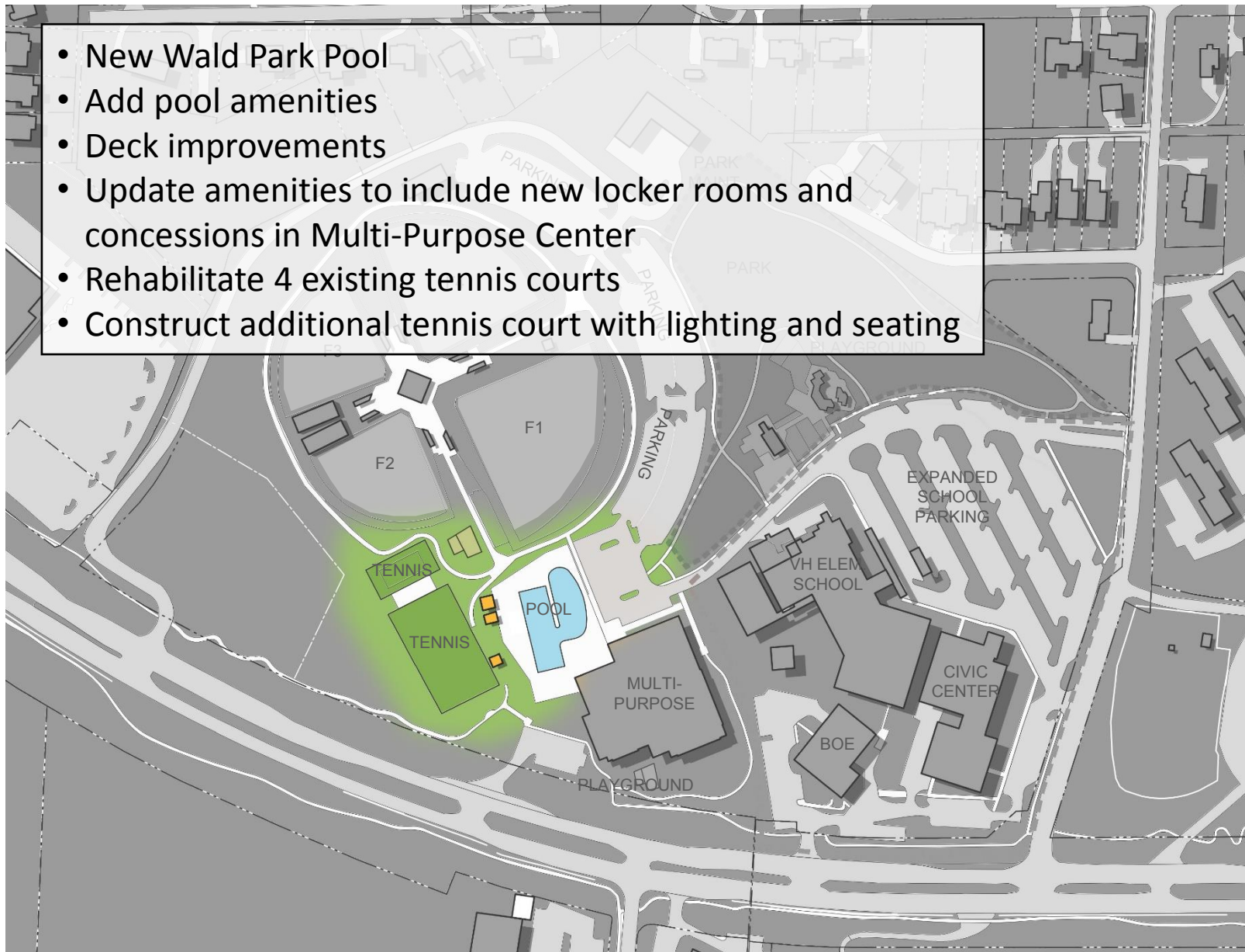
1 SITE PLAN
OPTION 1



- New Multi-Purpose Center
 - 3 basketball/multi-use courts
 - Locker rooms
 - Concessions
 - Multi-purpose rooms
 - Wet zone for aquatic concessions and bathrooms

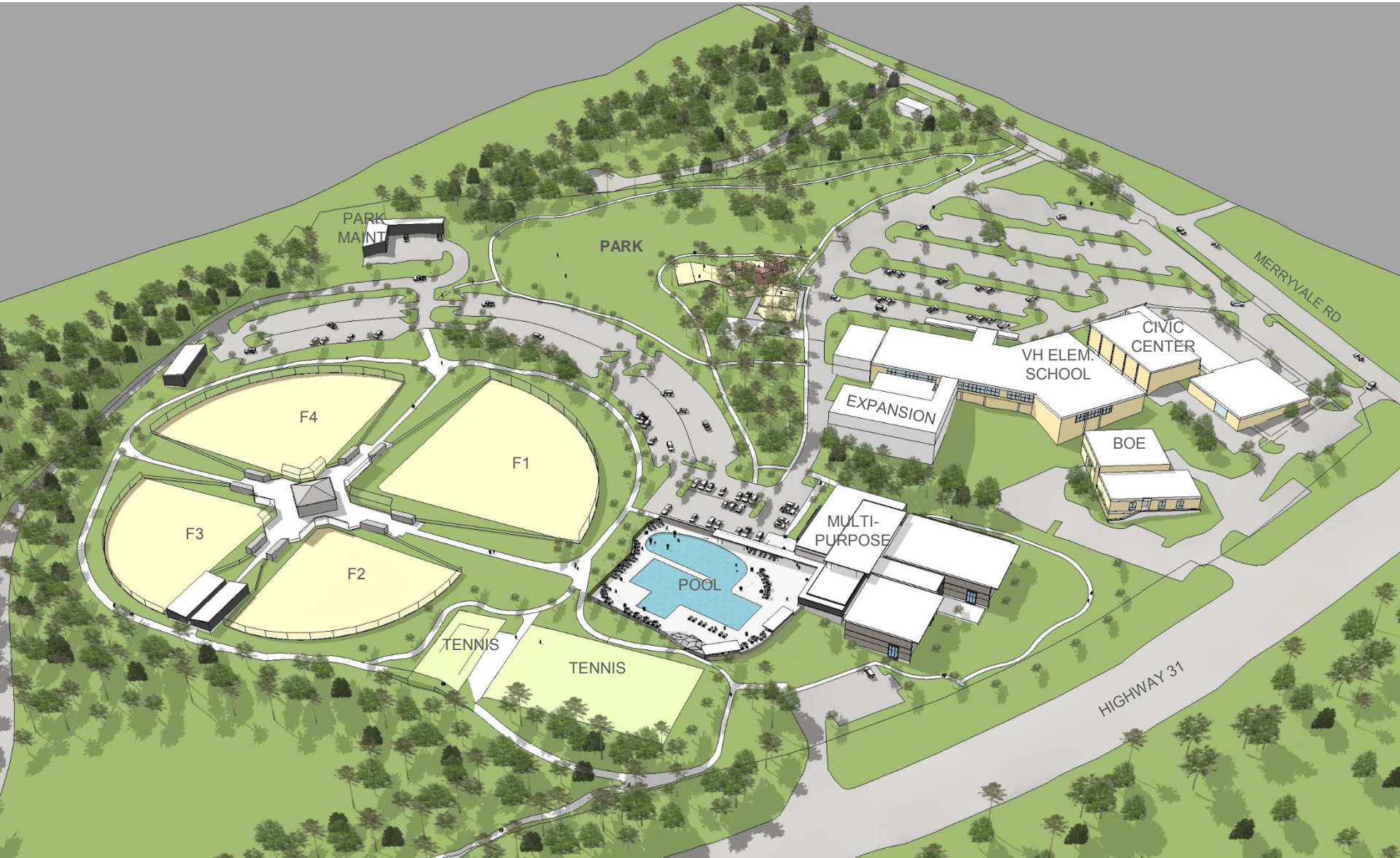


- New Wald Park Pool
- Add pool amenities
- Deck improvements
- Update amenities to include new locker rooms and concessions in Multi-Purpose Center
- Rehabilitate 4 existing tennis courts
- Construct additional tennis court with lighting and seating

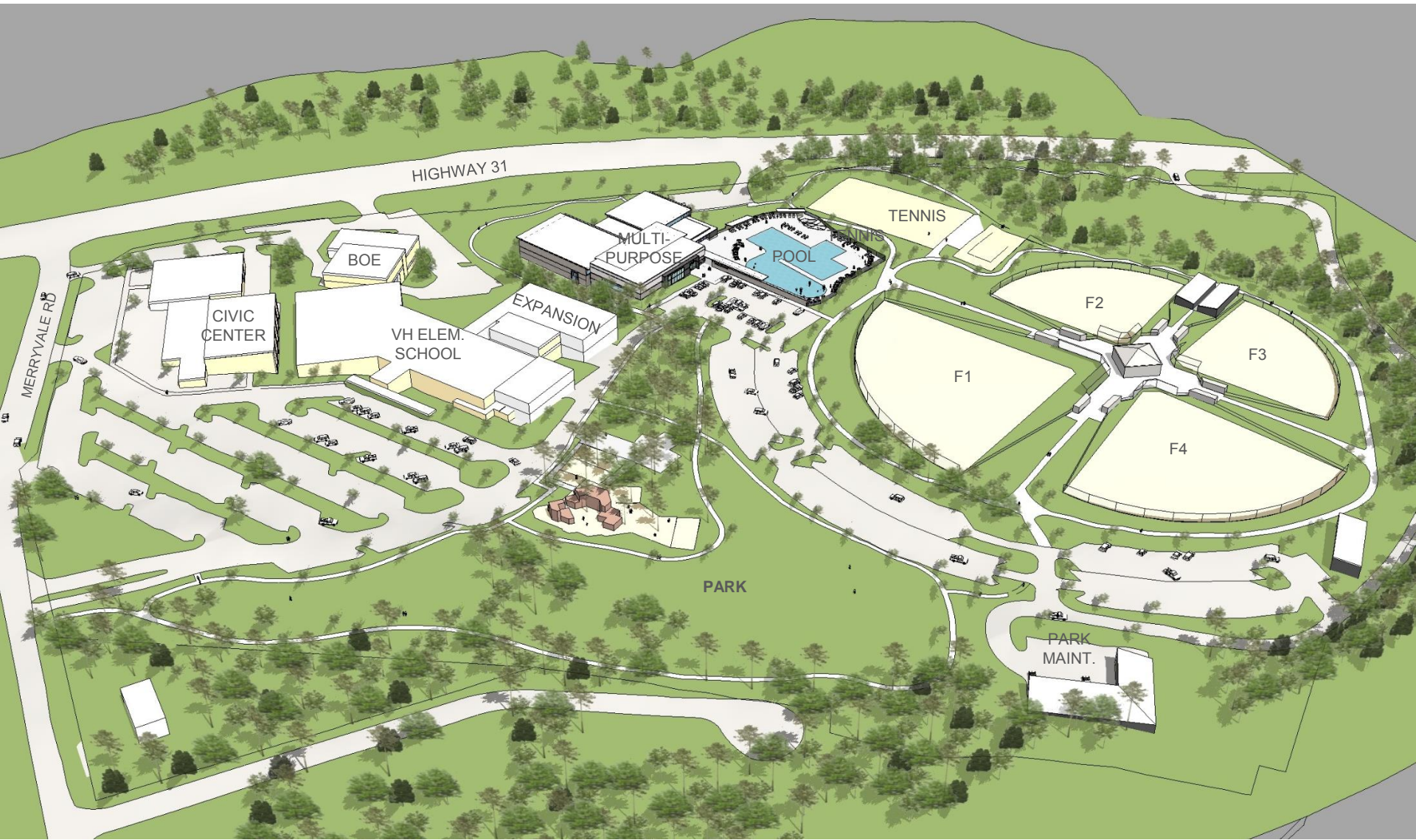


1 SITE PLAN
OPTION 1





1 SITE AERIAL
OPTION 1 – VIEW LOOKING EAST



1 SITE AERIAL
OPTION 1 – VIEW LOOKING WEST

OPTION **2**

SITE DEVELOPMENT OPTIONS



EXISTING SITE PLAN
WALD PARK AREA

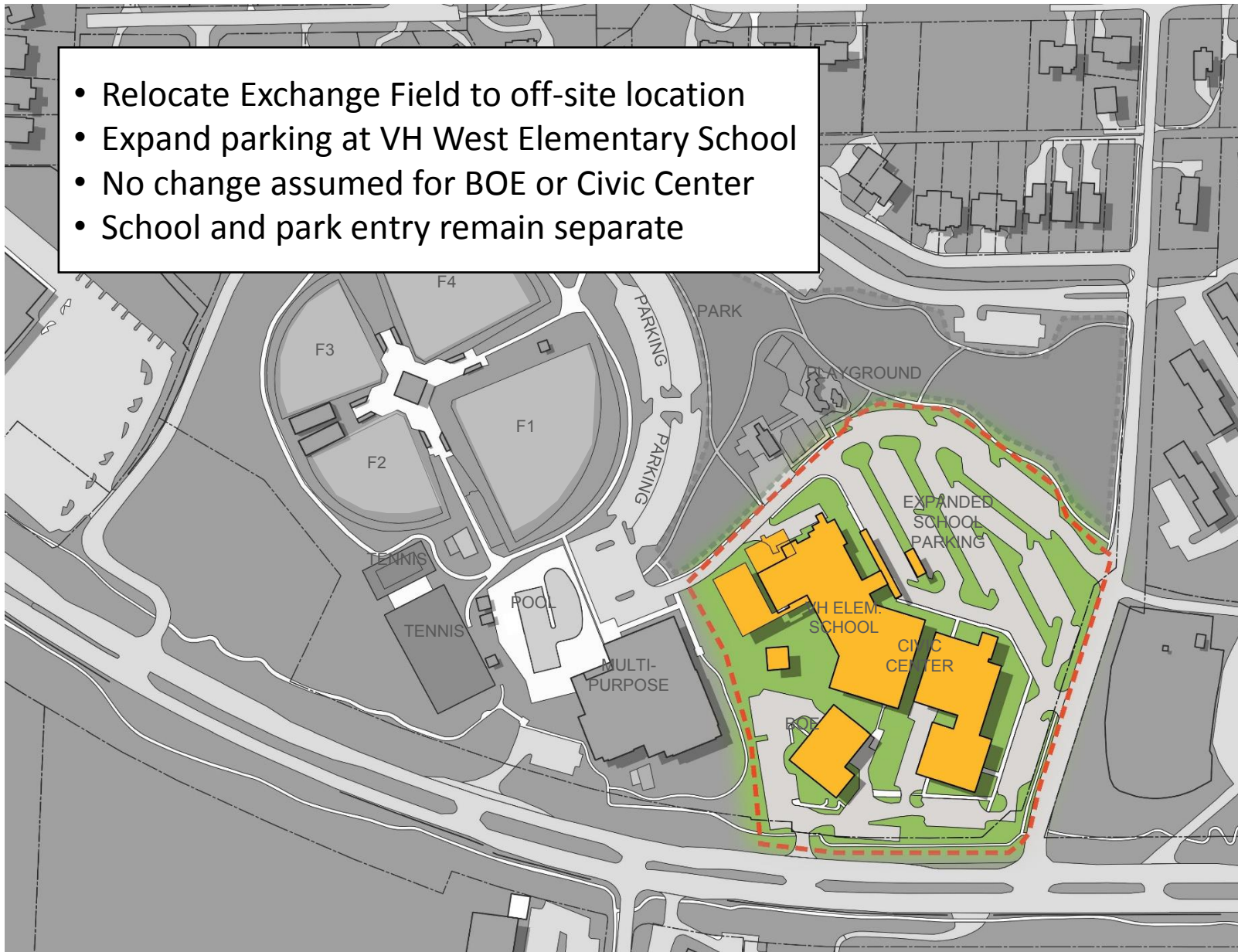




2 SITE PLAN
OPTION 2



- Relocate Exchange Field to off-site location
- Expand parking at VH West Elementary School
- No change assumed for BOE or Civic Center
- School and park entry remain separate

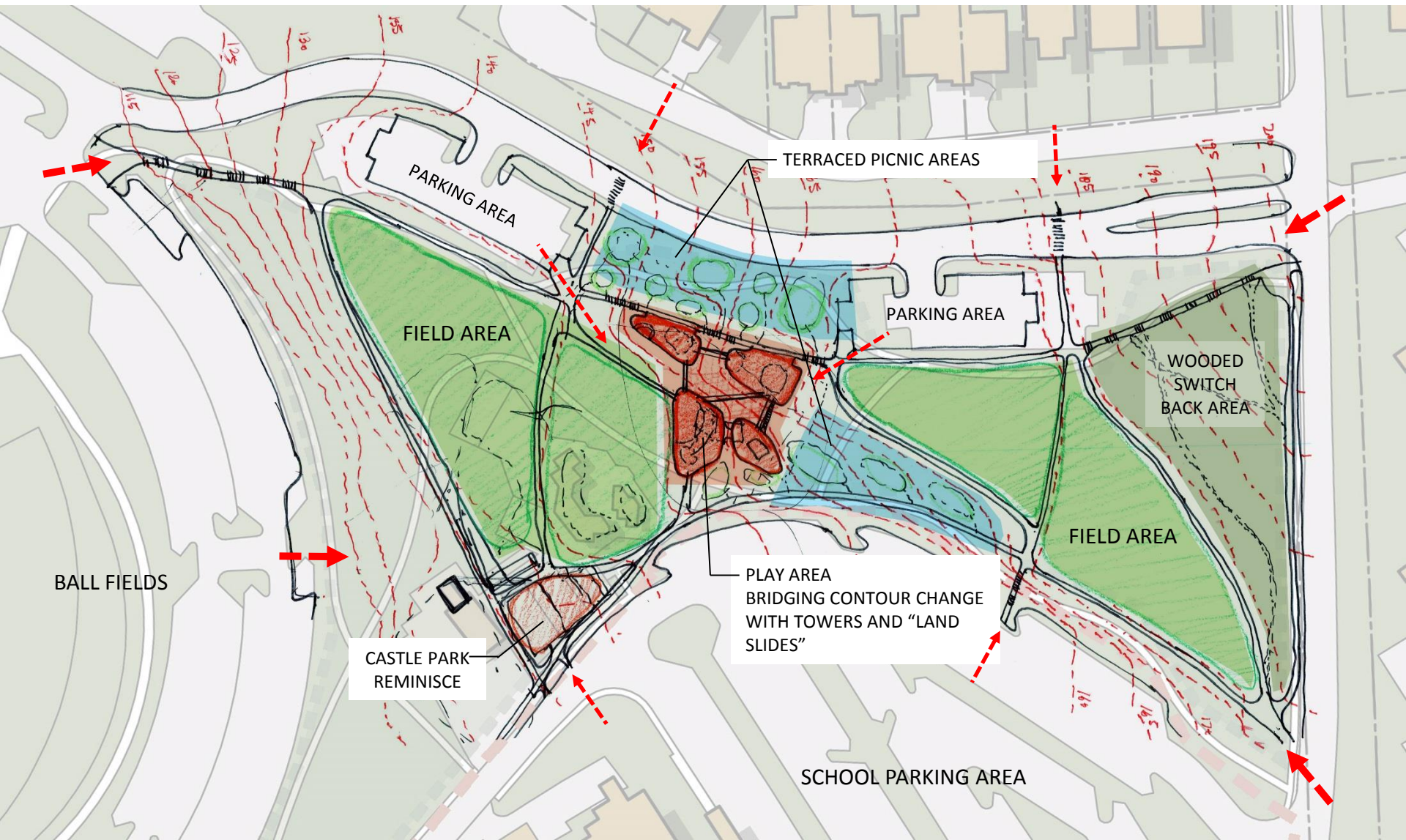


2 SITE PLAN
OPTION 2

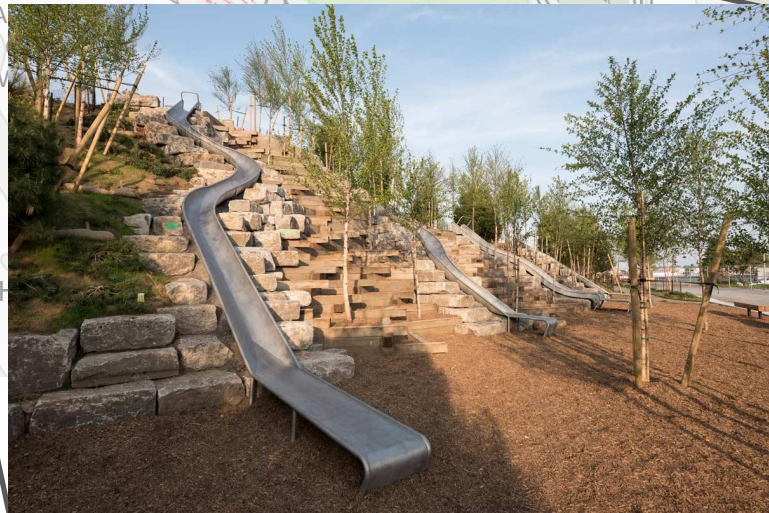
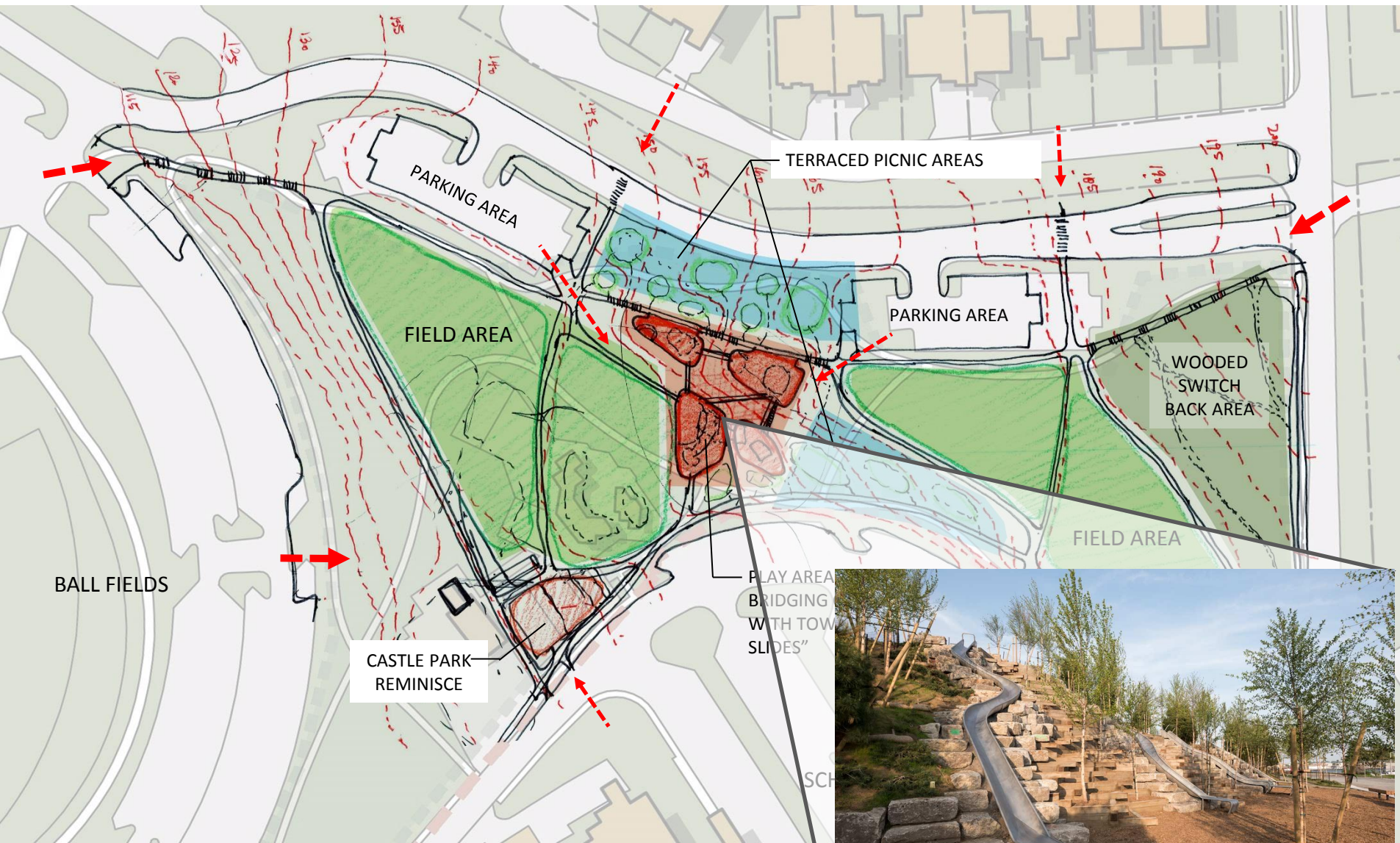


- Create premier park with passive green space, open fields, and walking paths
- Switchback trails for more challenges
- Pedestrian gateway from City Hall and new Community Center to Wald Park
- Improve play areas
- Additional parking at VH West Elementary School and near Premier Park





PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS



PREMIER PARK SKETCH
 ACCESS AND CONTOUR IDEAS



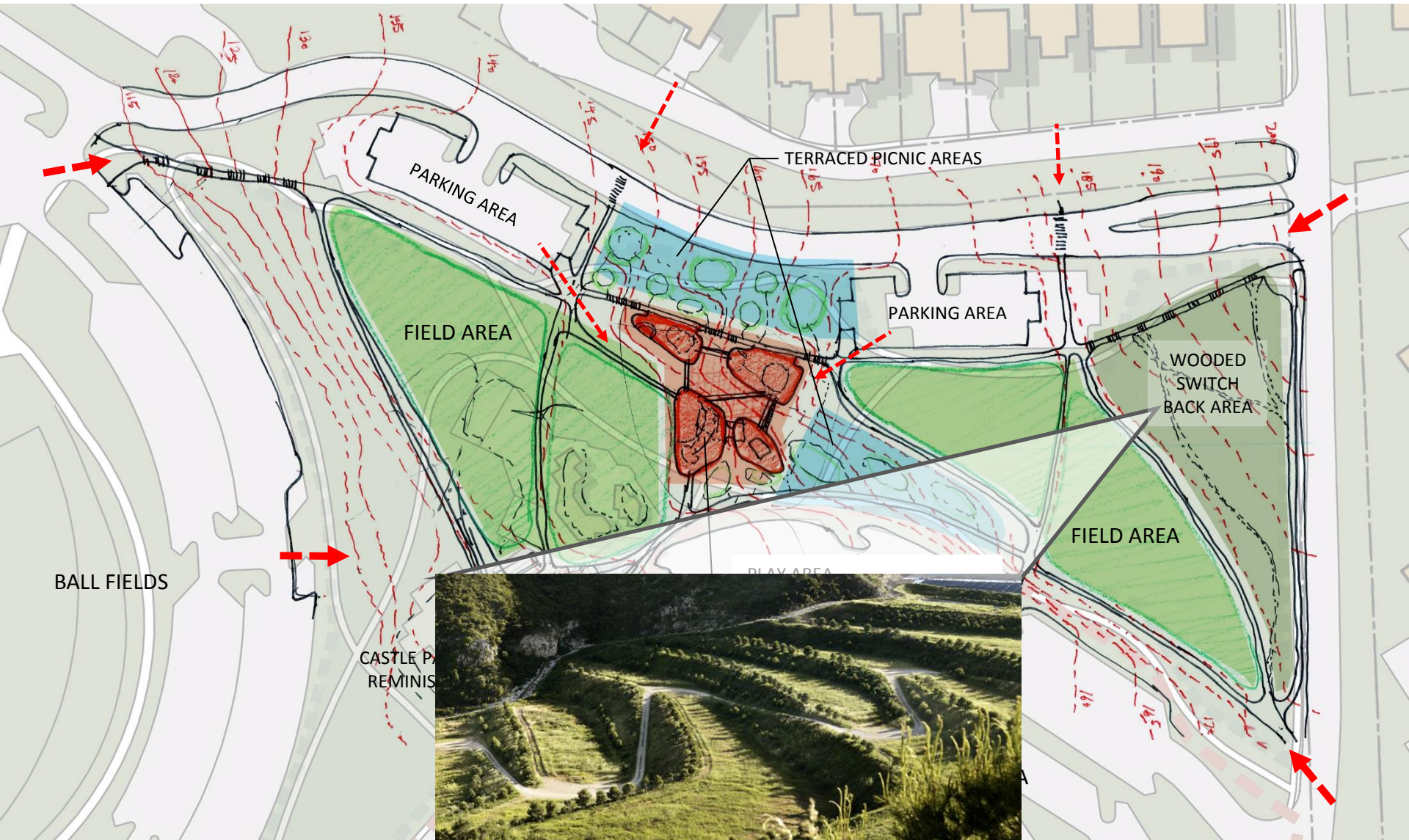
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



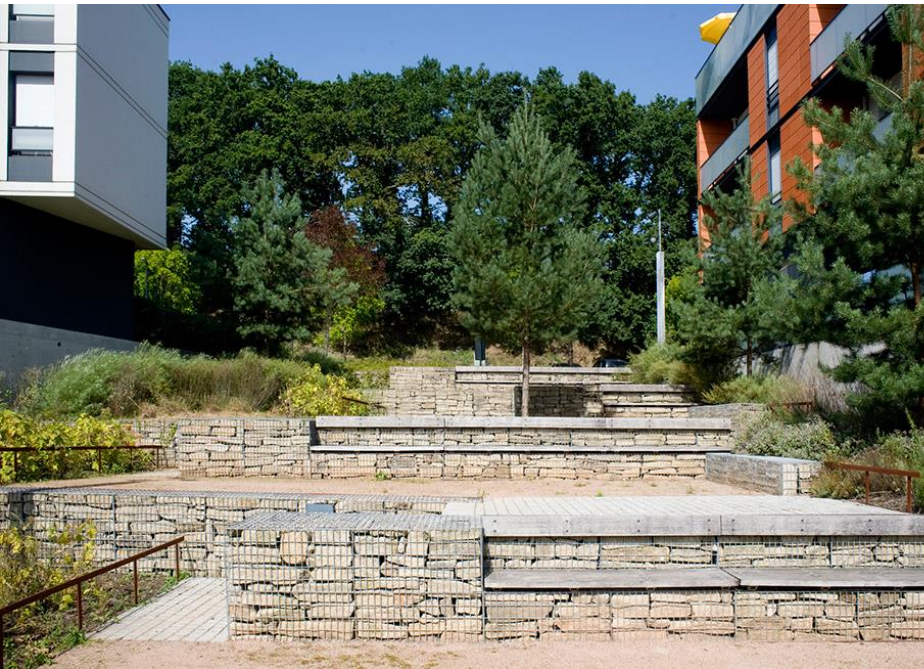
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS

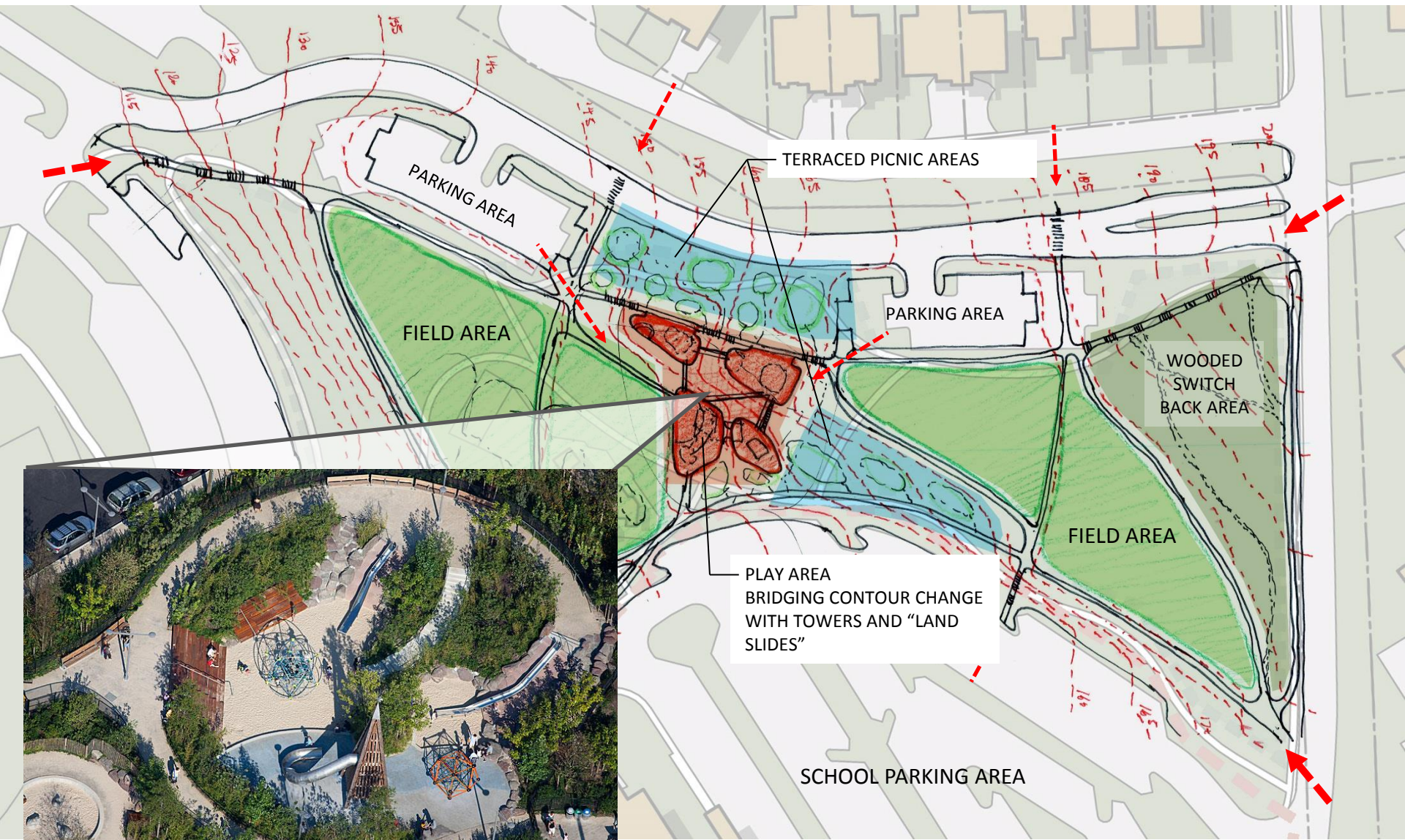


PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS





PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS



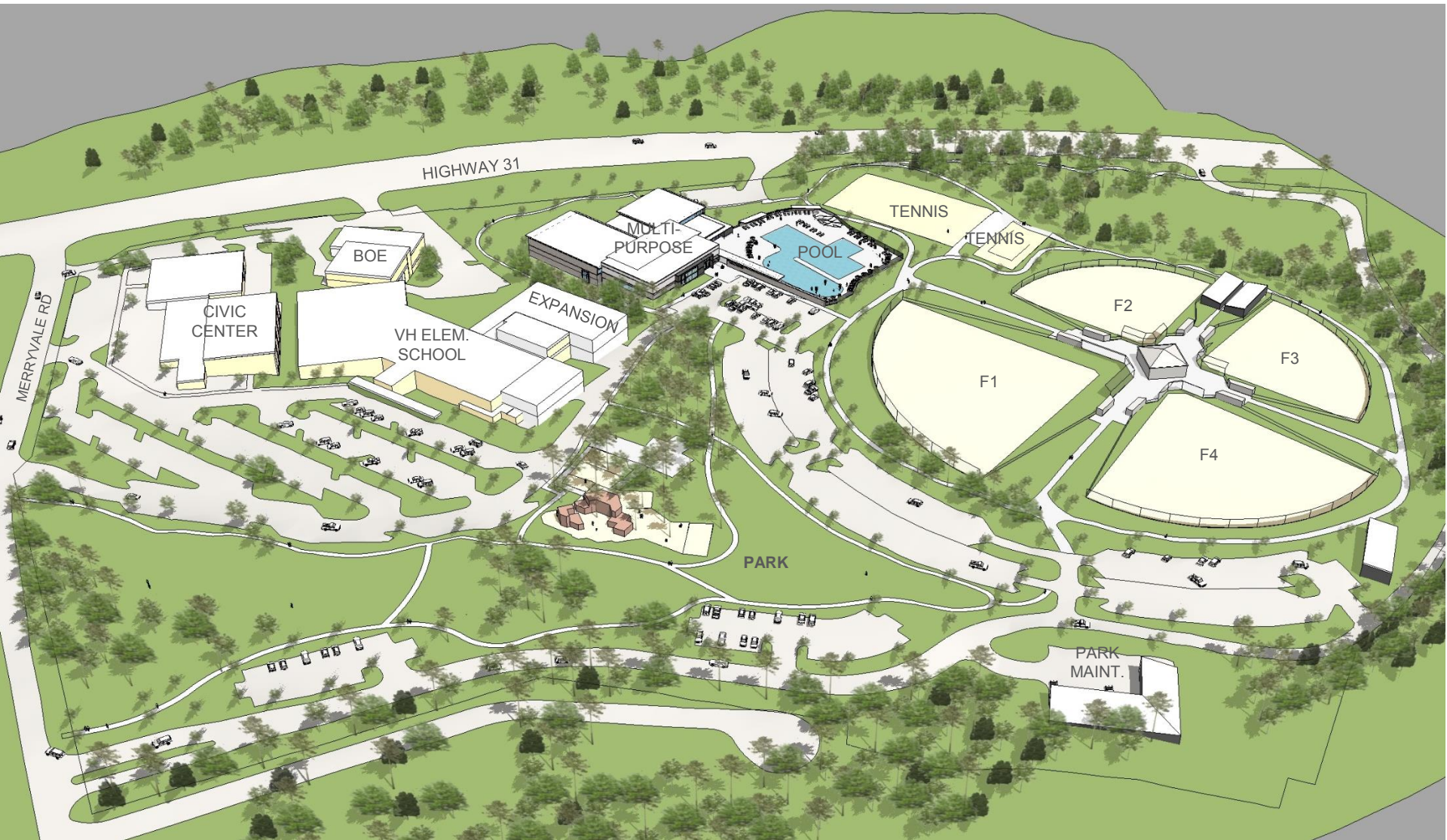
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



PLAYGROUND INSPIRATION – GROUND ELEMENTS



2 SITE PLAN
OPTION 2 – AERIAL VIEW LOOKING EAST



2 SITE PLAN
OPTION 2 – AERIAL VIEW LOOKING EAST



1 SITE PLAN
OPTION 1



2 SITE PLAN
OPTION 2

An aerial rendering of a proposed recreation center development. The site is a large, irregularly shaped plot of land, mostly green with some existing buildings and parking areas. The development includes several baseball fields with brown dirt bases and green grass, a large blue swimming pool with a surrounding deck, and several tennis courts with red and green surfaces. There are also several buildings, some with blue roofs, and a large parking lot. The site is surrounded by trees and a road on the right side. The text "3. Recreation Center Development" is overlaid in the center of the image.

3. Recreation Center Development

BUILDING DEVELOPMENT OPTIONS

OPTION 1

*ALL MULTI-PURPOSE AND/OR CIVIC FUNCTIONS
TO BE LOCATED AT WALD PARK*

NO FUNCTIONS LOCATED OFF-SITE



PROGRAM COMPONENTS

- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE
- CIVIC / COMMUNITY SPACES

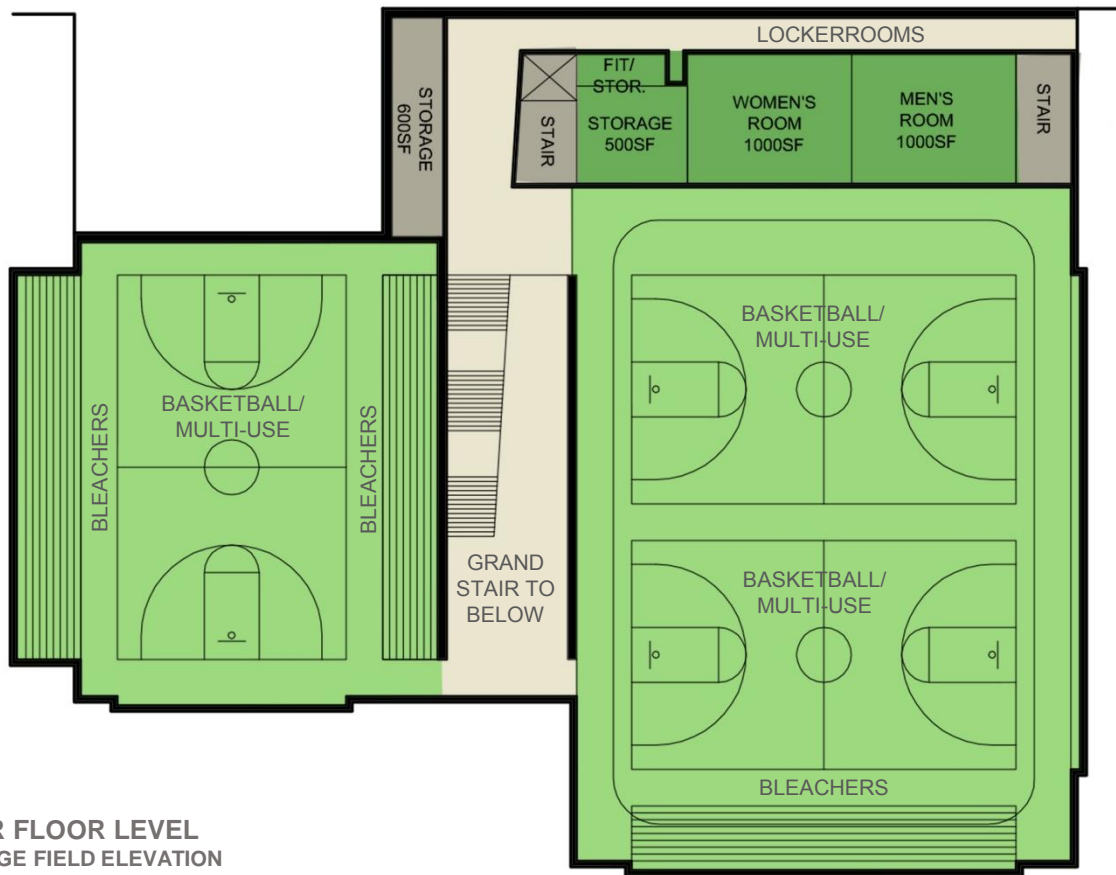
TOTAL SF – 60,000 SF +/-

**ALL
MULTI-PURPOSE
AND
CIVIC FUNCTIONS
TO BE LOCATED AT
WALD PARK**

**NO FUNCTIONS
LOCATED OFF-SITE**

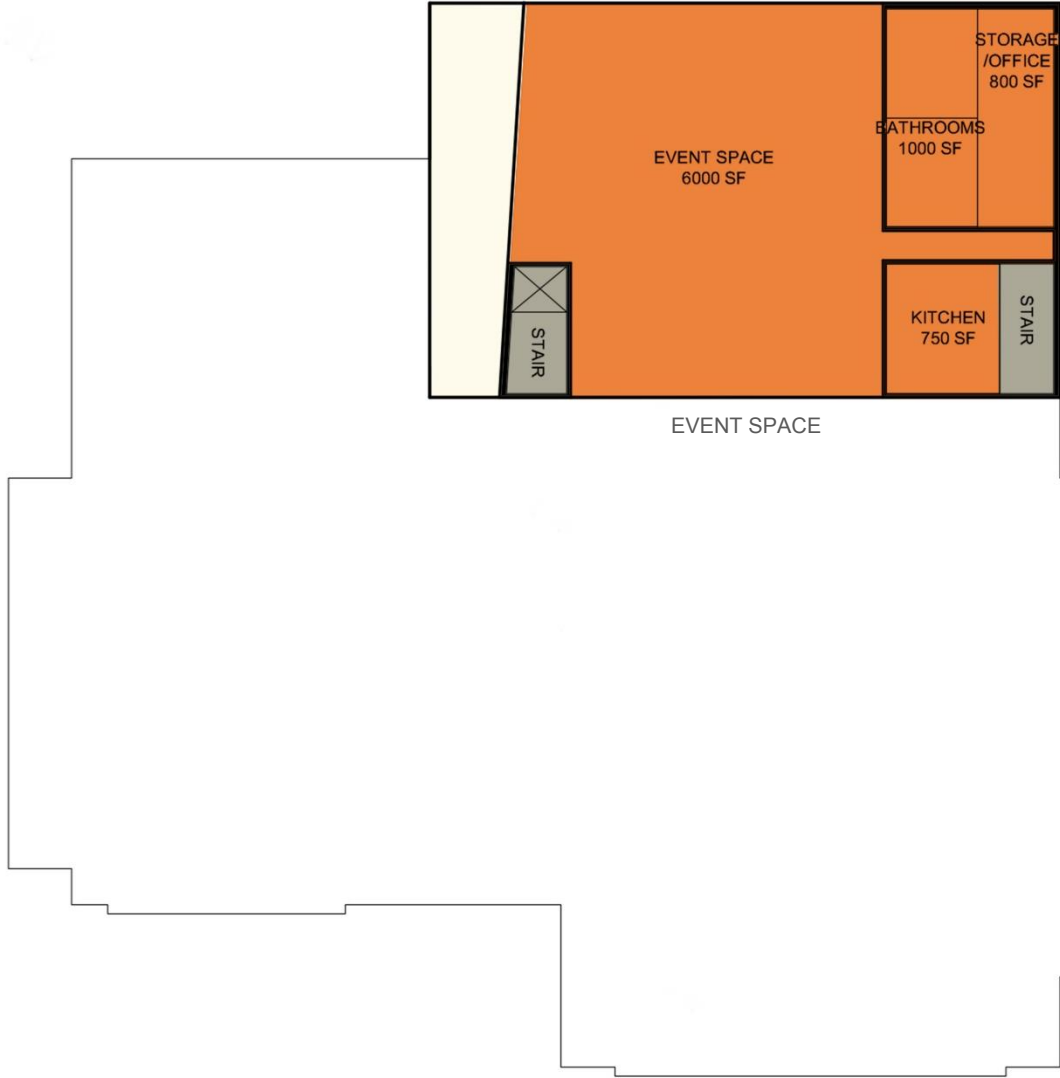
1 MULTI-PURPOSE CENTER SITE PLANS
OPTION 1

MAIN FLOOR LEVEL – POOL ELEVATION



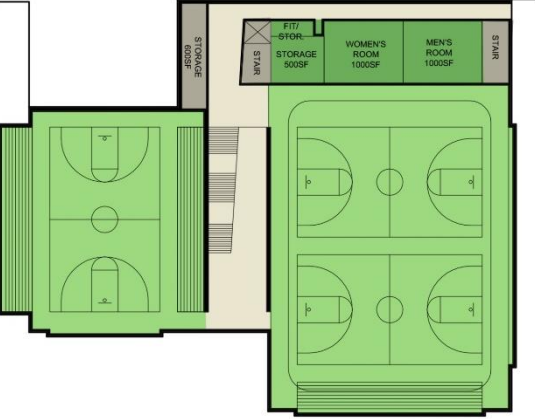
LOWER FLOOR LEVEL
EXCHANGE FIELD ELEVATION

1 MULTI-PURPOSE CENTER PLANS
OPTION 1 - LOWER FLOOR LEVEL - EXCHANGE FIELD ELEVATION

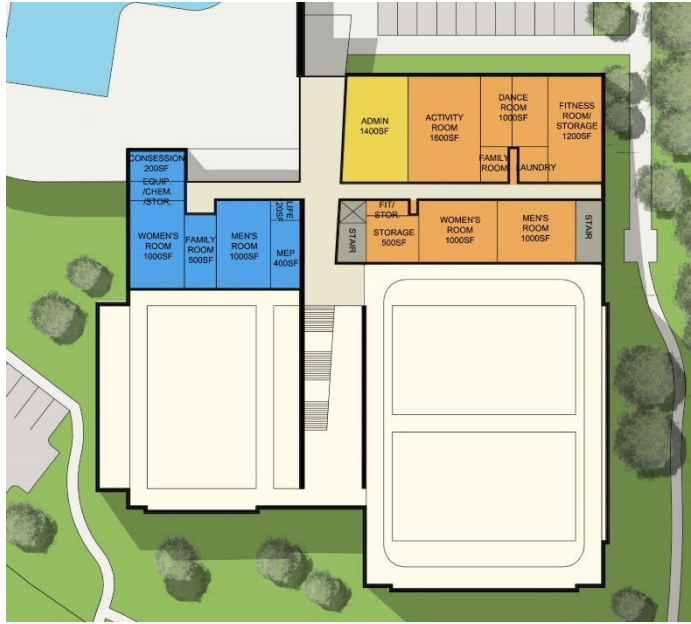


1 MULTI-PURPOSE CENTER PLANS

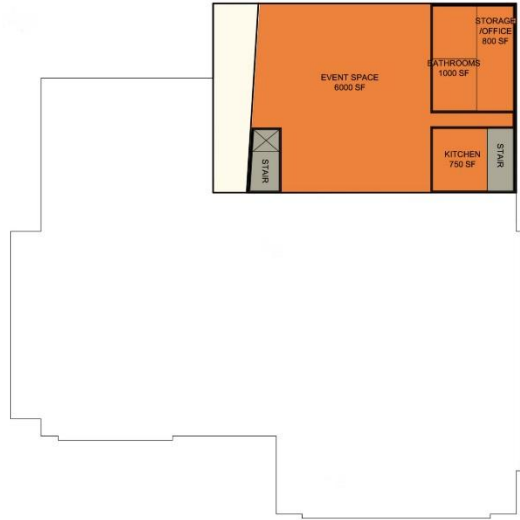
OPTION 1 - UPPER FLOOR LEVEL



LEVEL **G** – BASKETBALL LEVEL



LEVEL **1** – POOL LEVEL



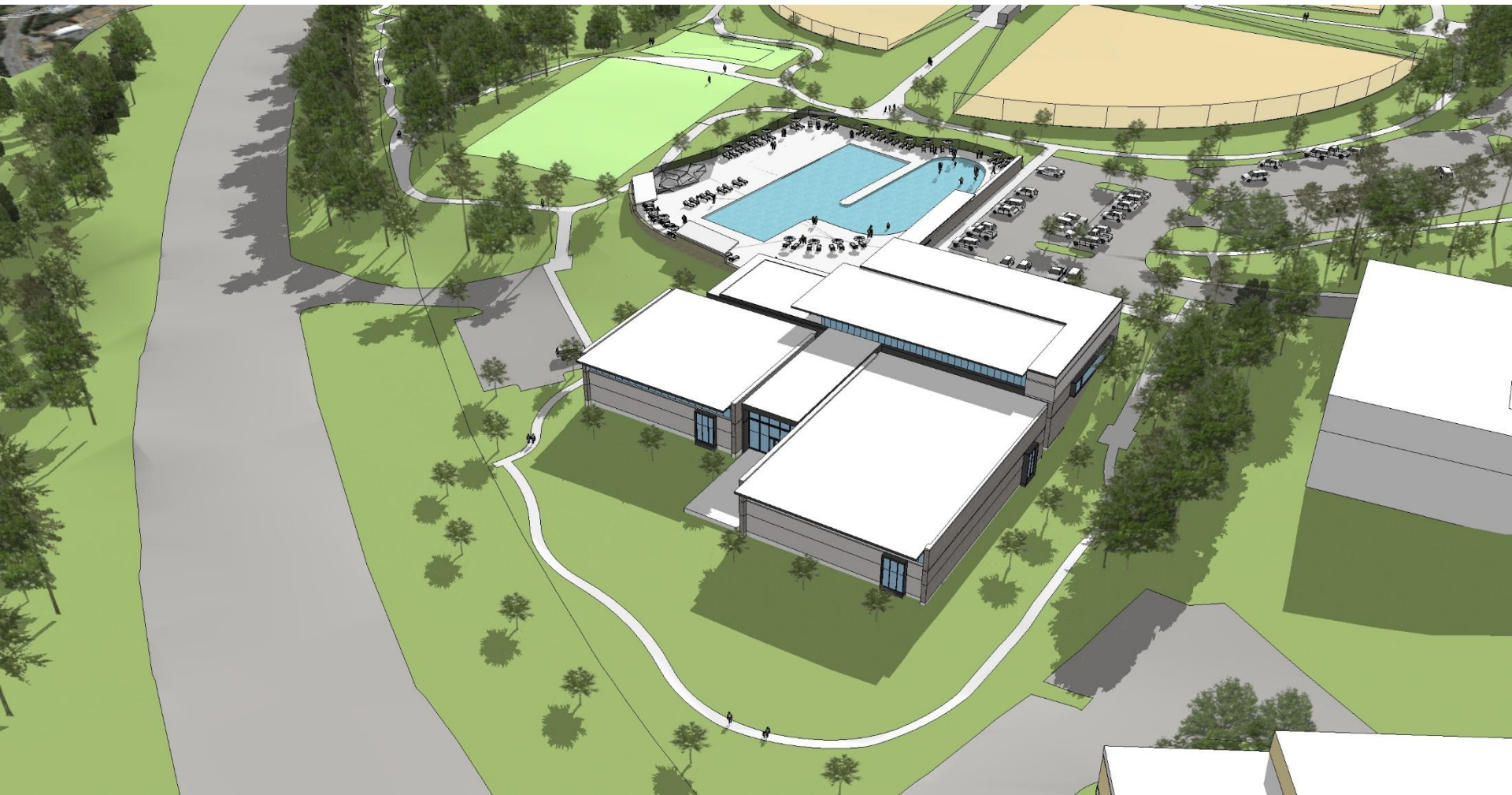
LEVEL **2** – EVENT SPACE

SPACE PROGRAM COMPONENTS

- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE
- CIVIC SPACES

TOTAL SF – 60,000 SF +/-

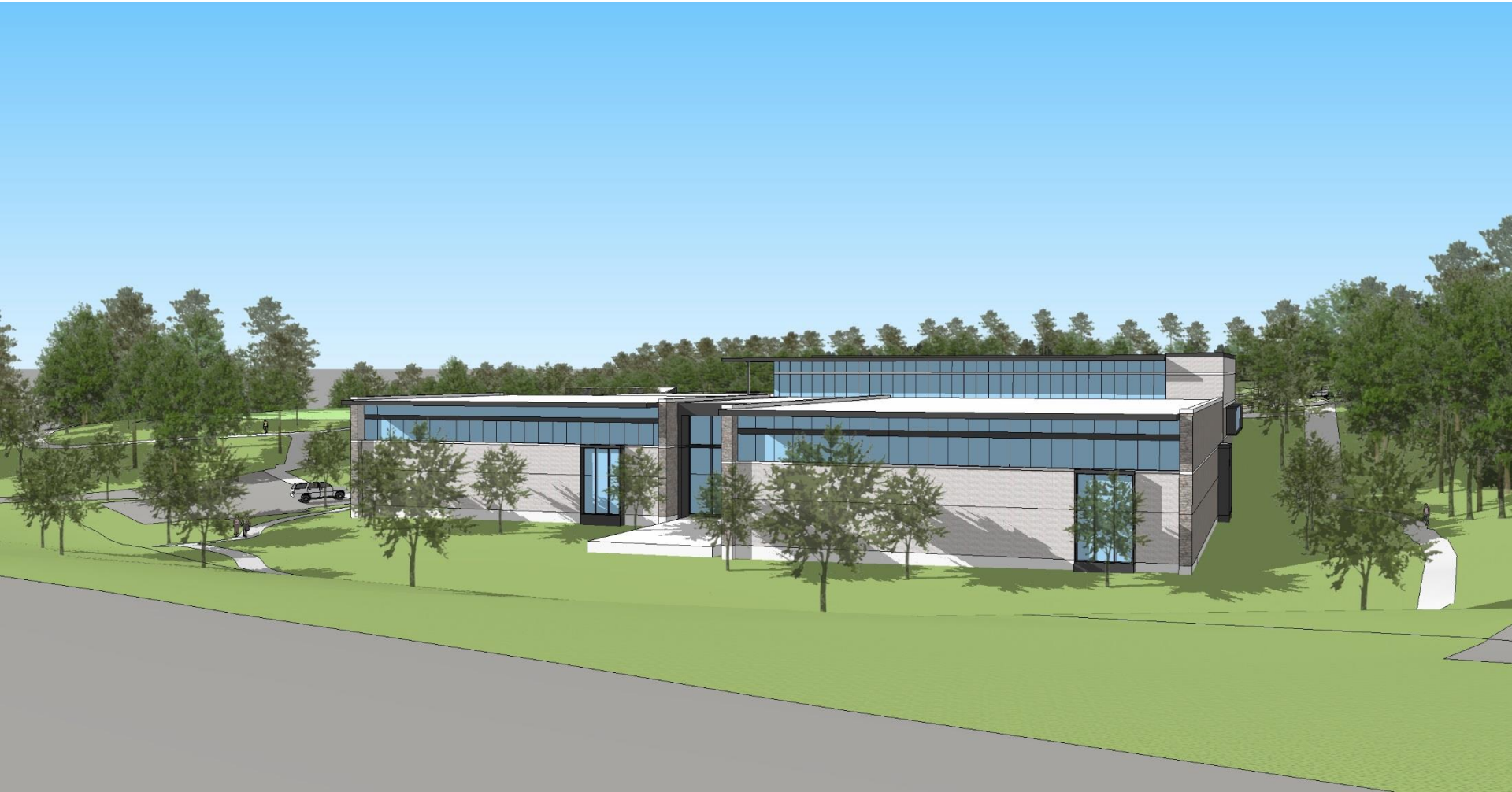
1 MULTI-PURPOSE CENTER PLANS



1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



EXISTING VIEW – FROM HIGHWAY 31



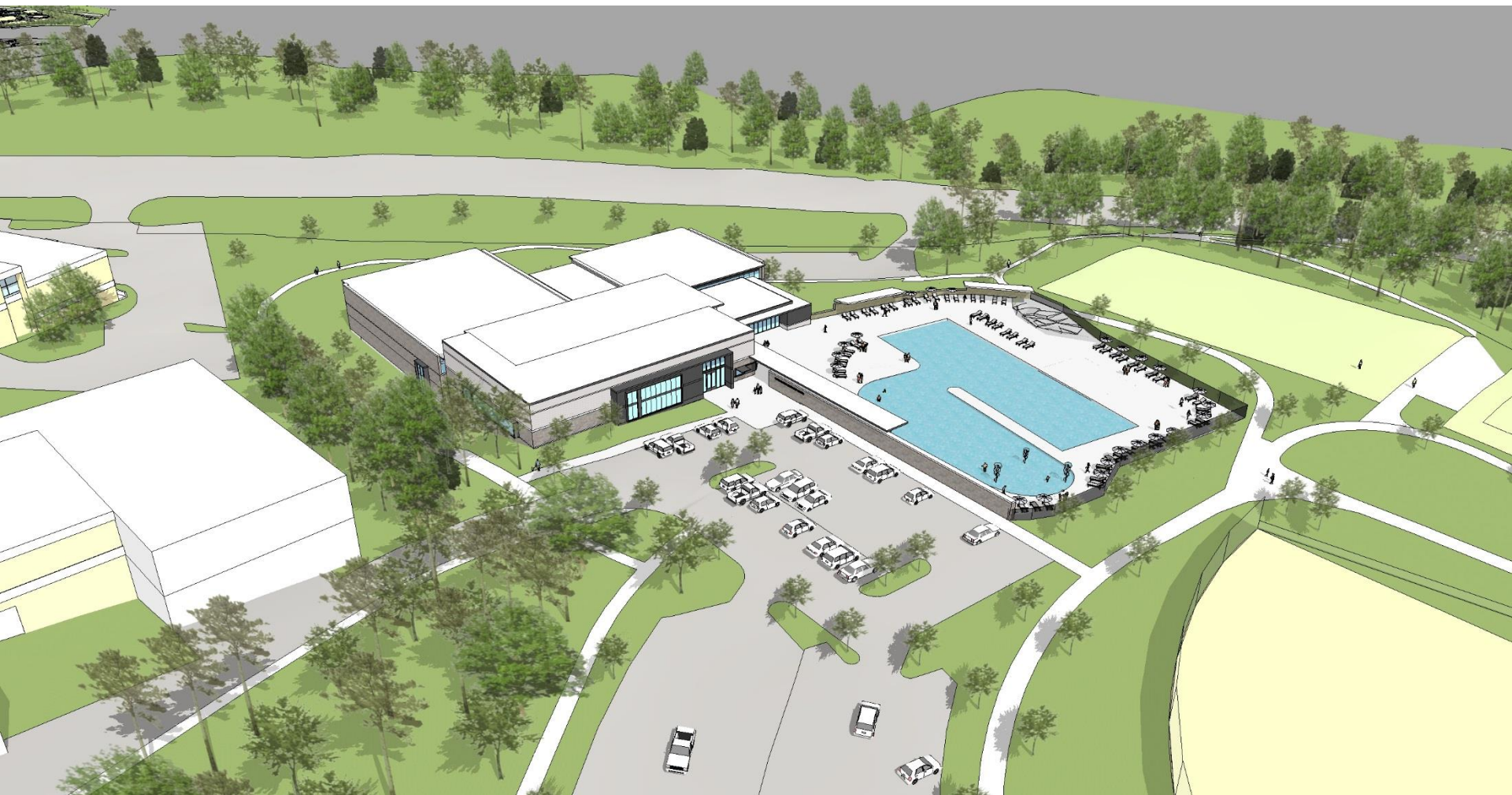
1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



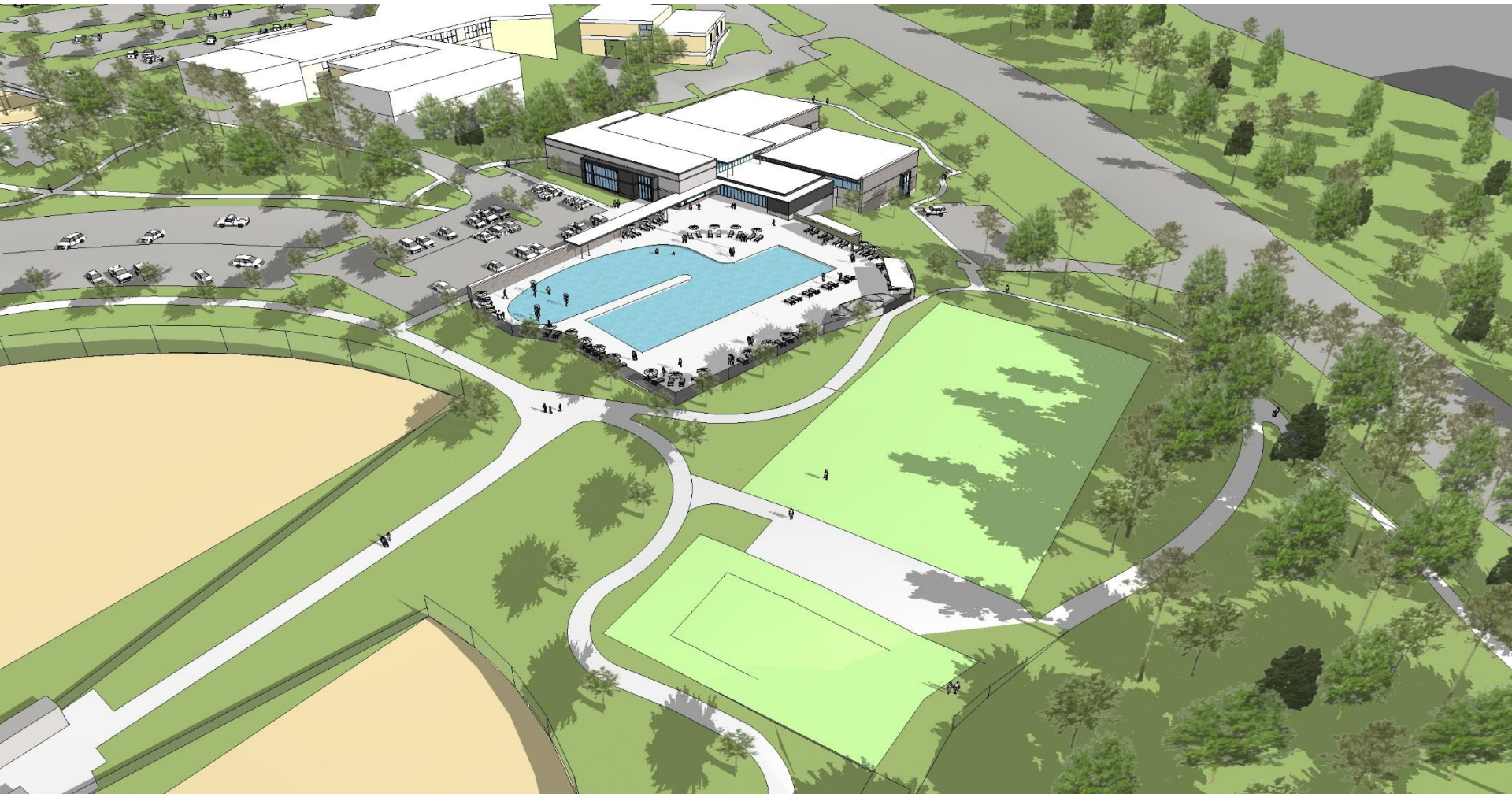
1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



1 MULTI-PURPOSE CENTER VIEWS OPTION 1



1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



1 MULTI-PURPOSE CENTER VIEWS
OPTION 1

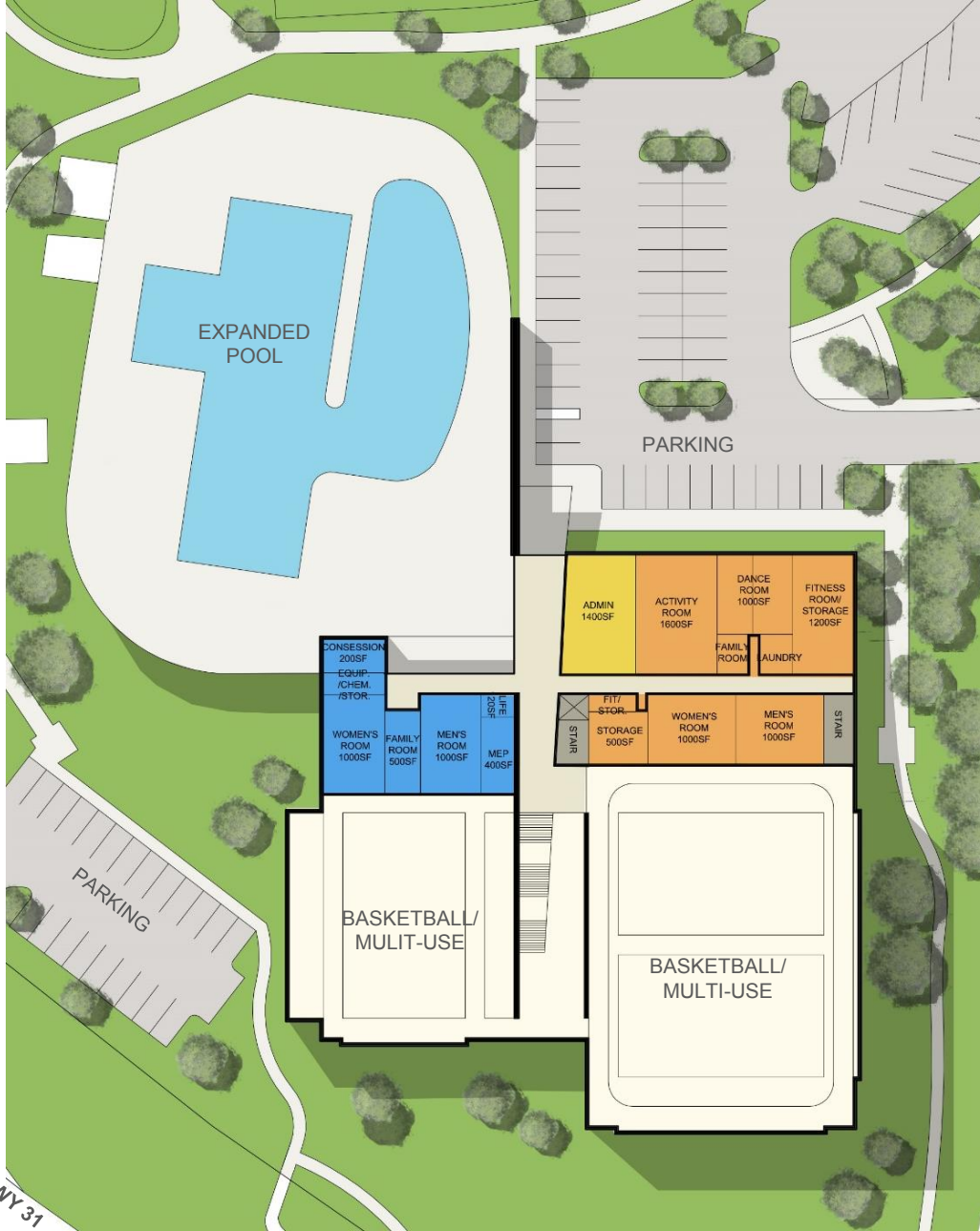


1 MULTI-PURPOSE CENTER VIEWS
OPTION 1

BUILDING DEVELOPMENT OPTIONS

OPTION **2**

*MULTI-PURPOSE AND/OR CIVIC FUNCTIONS
TO BE LOCATED PARTIALLY AT WALD PARK
AND PARTIALLY OFF-SITE*

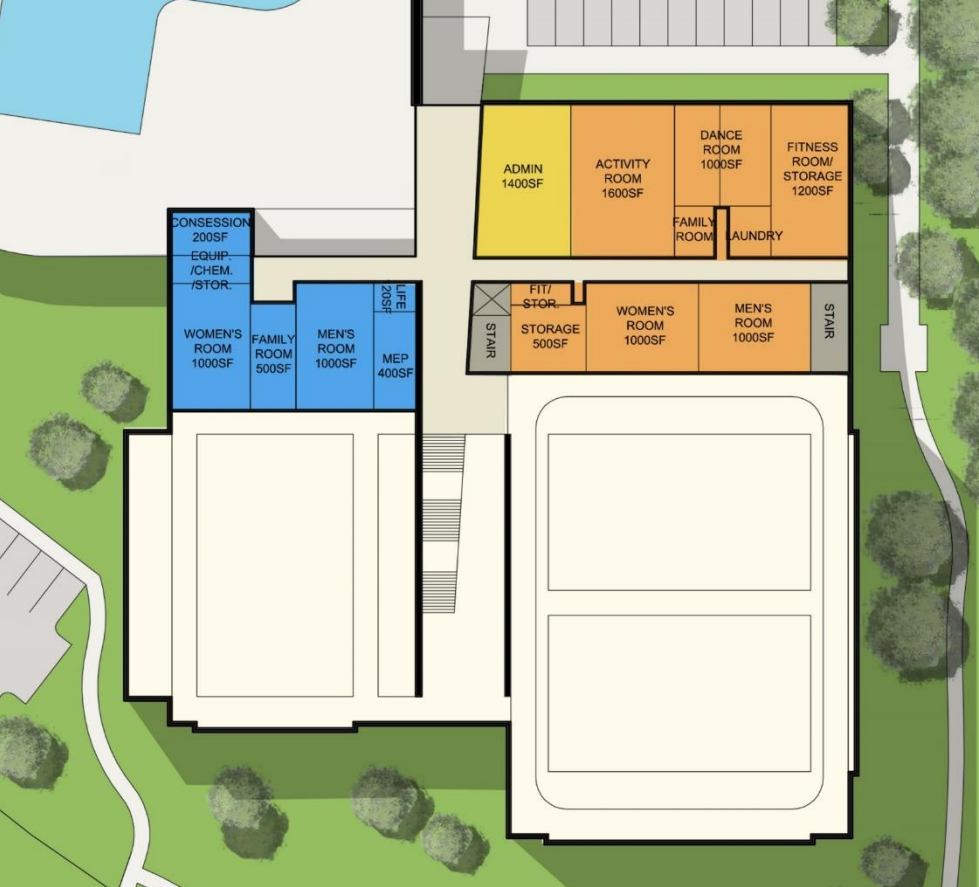


SPACE PROGRAM COMPONENTS

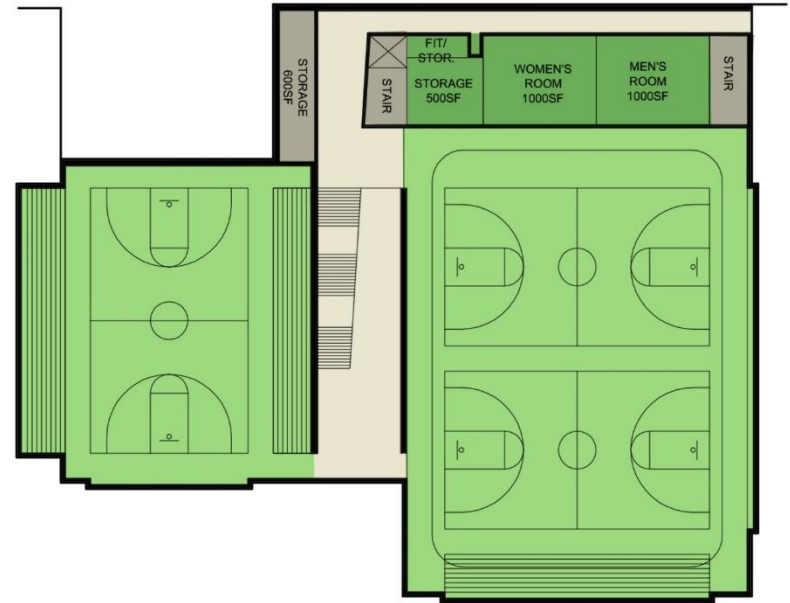
- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE

TOTAL SF – 53,000 SF +/-

ALL MULTI-PURPOSE AND CIVIC FUNCTIONS TO BE PARTIALLY LOCATED AT WALD PARK AND PARTIALLY OFF-SITE



LEVEL 1 – POOL LEVEL



LEVEL G – BASKETBALL LEVEL

SPACE PROGRAM COMPONENTS

- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE

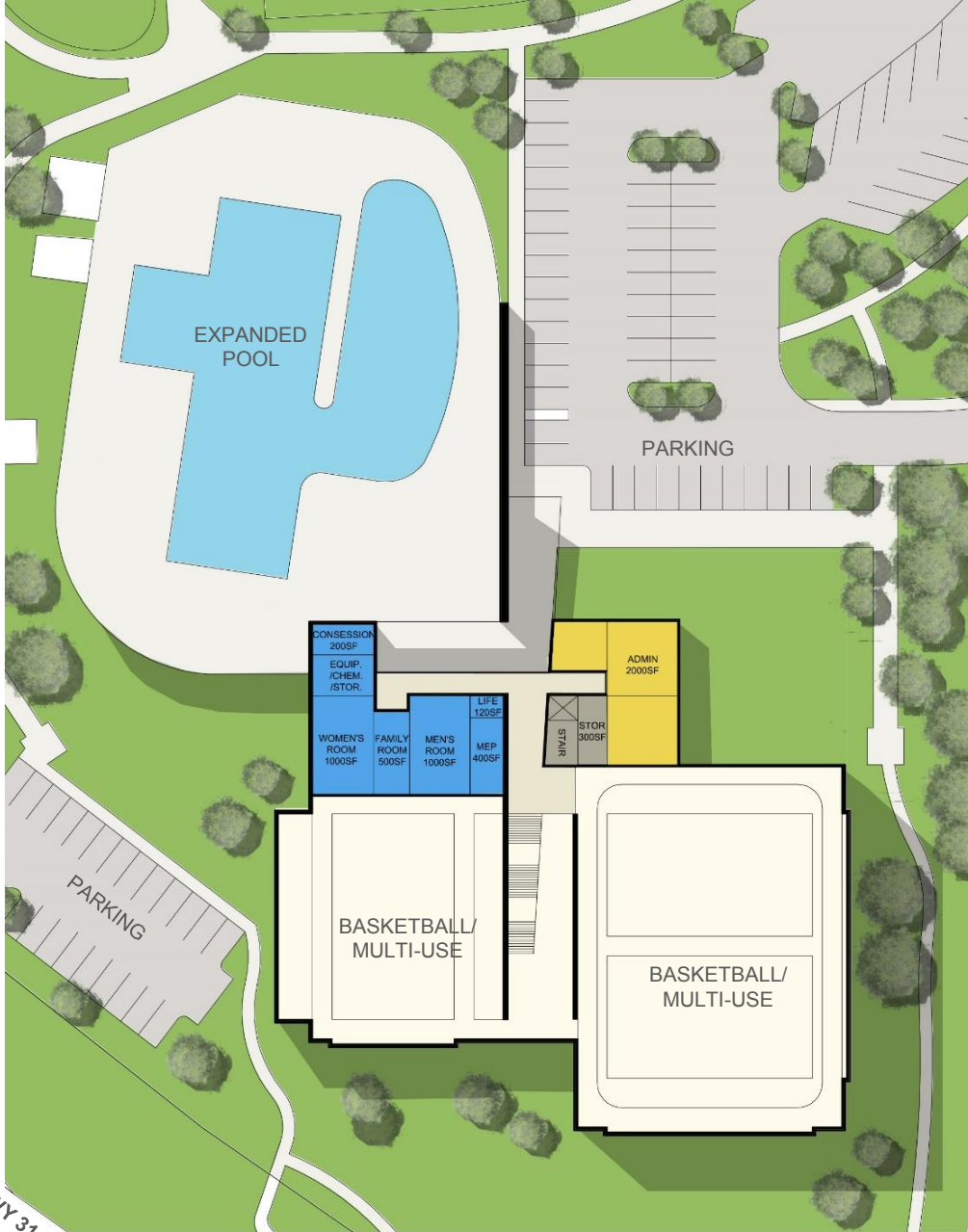
TOTAL SF – 53,000 SF +/-

BUILDING DEVELOPMENT OPTIONS

OPTION **3**

*ALL MULTI-PURPOSE AND/OR CIVIC FUNCTIONS
TO BE LOCATED OFF-SITE*

NONE LOCATED AT WALD PARK



SPACE PROGRAM COMPONENTS

- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE

TOTAL SF – 45,000 SF +/-

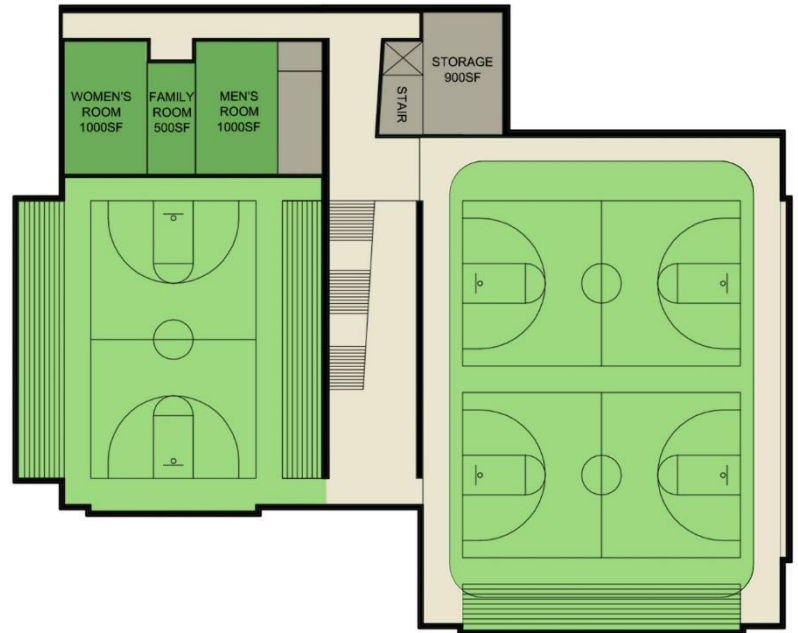
ALL MULTI-PURPOSE AND CIVIC FUNCTIONS TO BE LOCATED OFF-SITE

NONE AT WALD PARK

3 MULTI-PURPOSE CENTER
OPTION 3



LEVEL 1 – POOL LEVEL



LEVEL G – BASKETBALL LEVEL

SPACE PROGRAM COMPONENTS

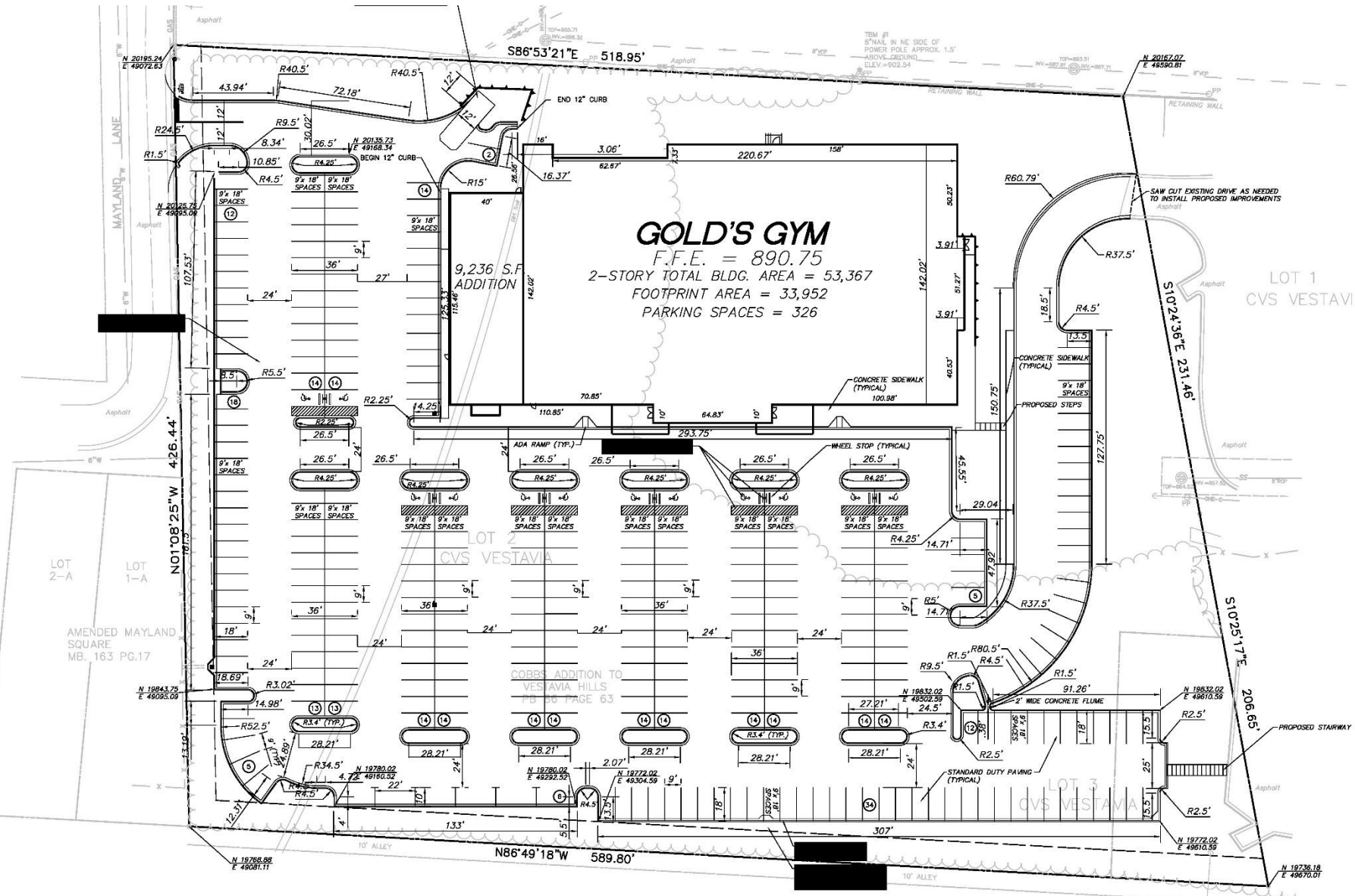
- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE

TOTAL SF – 45,000 SF +/-

3 MULTI-PURPOSE CENTER PLANS

An aerial photograph of a large-scale community center development project. The site is a mix of green spaces, parking lots, and buildings. In the foreground, there are several baseball fields with orange dirt bases and green grass. To the right, there are tennis courts with red and green surfaces. In the center, there are several large, modern buildings with light-colored facades and flat roofs. The site is surrounded by dense green trees and a residential neighborhood with houses and streets. A multi-lane road runs along the right side of the site. The overall scene depicts a comprehensive recreational and community facility.

4. Community Center Development



GOLD'S GYM
 F.F.E. = 890.75
 2-STORY TOTAL BLDG. AREA = 53,367
 FOOTPRINT AREA = 33,952
 PARKING SPACES = 326

LOT 2
 CVS VESTAVIA

COBB'S ADDITION TO
 VESTAVIA HILLS
 PB 26 PAGE 63

LOT 3
 CVS VESTAVIA

LOT 1
 CVS VESTAVIA

RESURVEY OF LOT 16 & ALL LOTS
 17-26 BLK. 3 & ALL BLKS 4 & 5 OF
 WALDRIDGE TERRACE

SOUTHMINISTER PRESBYTERIAN CHURCH

E GOLD'S GYM PROPERTY DEVELOPMENT
 EXISTING SITE PLAN



GOLD'S GYM



MAYLAND LANE

CITY HALL

POLICE / COURT

PUBLIC SPACE

COMMUNITY CENTER

ENTRY BOULEVARD

HIGHWAY 31

HEART OF THE CITY – CITY HALL / MUNICIPAL / COMMUNITY CENTER



GOLD'S
GYM



CYBEX

CYBEX

CYBEX

EXIT







Check out this
NEW!
MEMBERSHIP
THINK- MOVE- SWEAT
Gym

IT'S EASIER TO
PUSH YOURSELF
WHEN OTHERS ARE
PULLING FOR YOU

HYDRATE.
RESIZE.
LONE STAR

Coca-Cola

GOLD'S GYM



go **MACROBAR**
100%
Plant Based
Naturally
Clean
Nutrition

CLIP
Cave Man
Cave Man
Cave Man

ENERG
Natural
Energy
Support

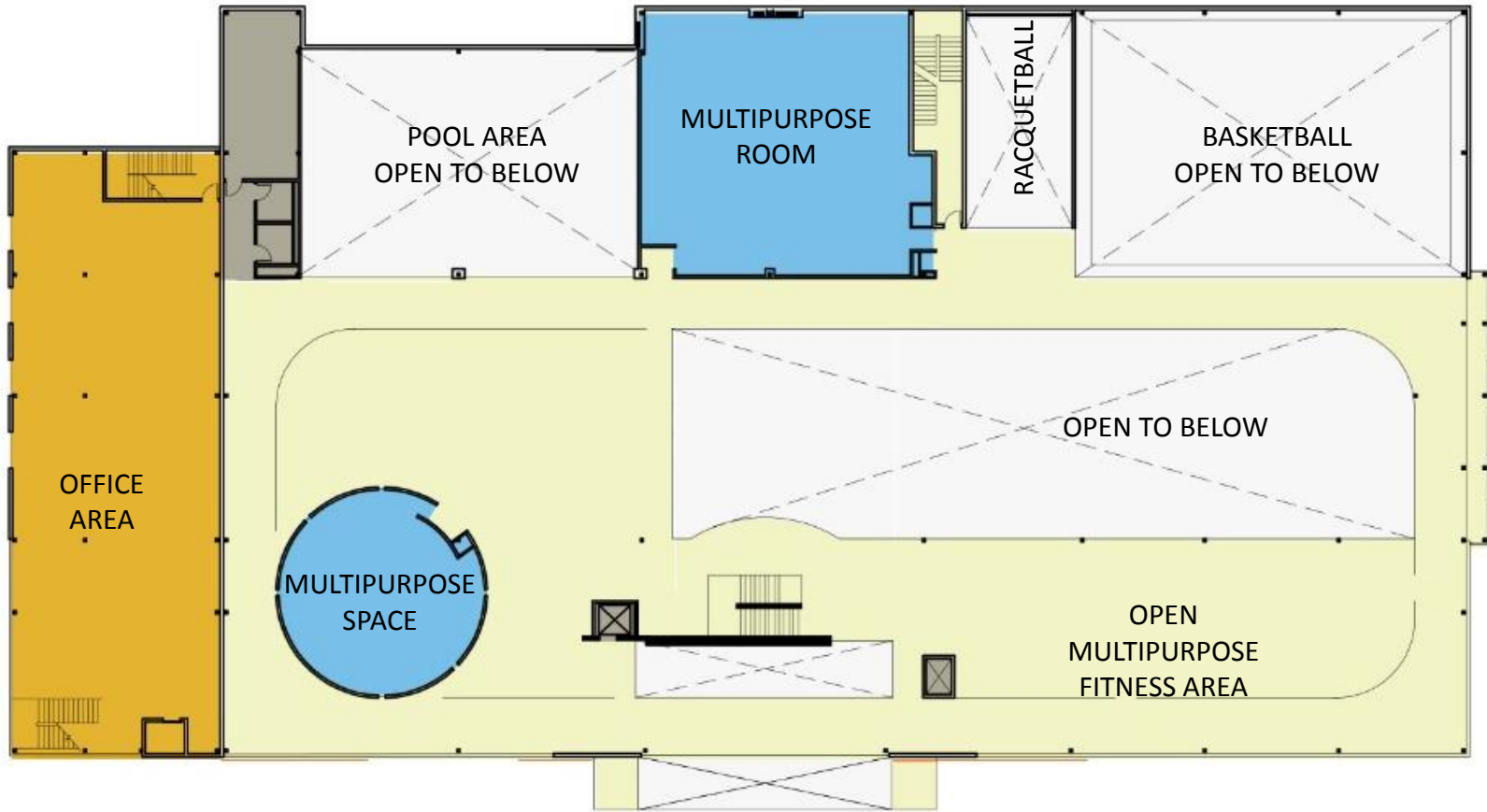
POWER
Natural
Energy
Support

Natural
Energy
Support

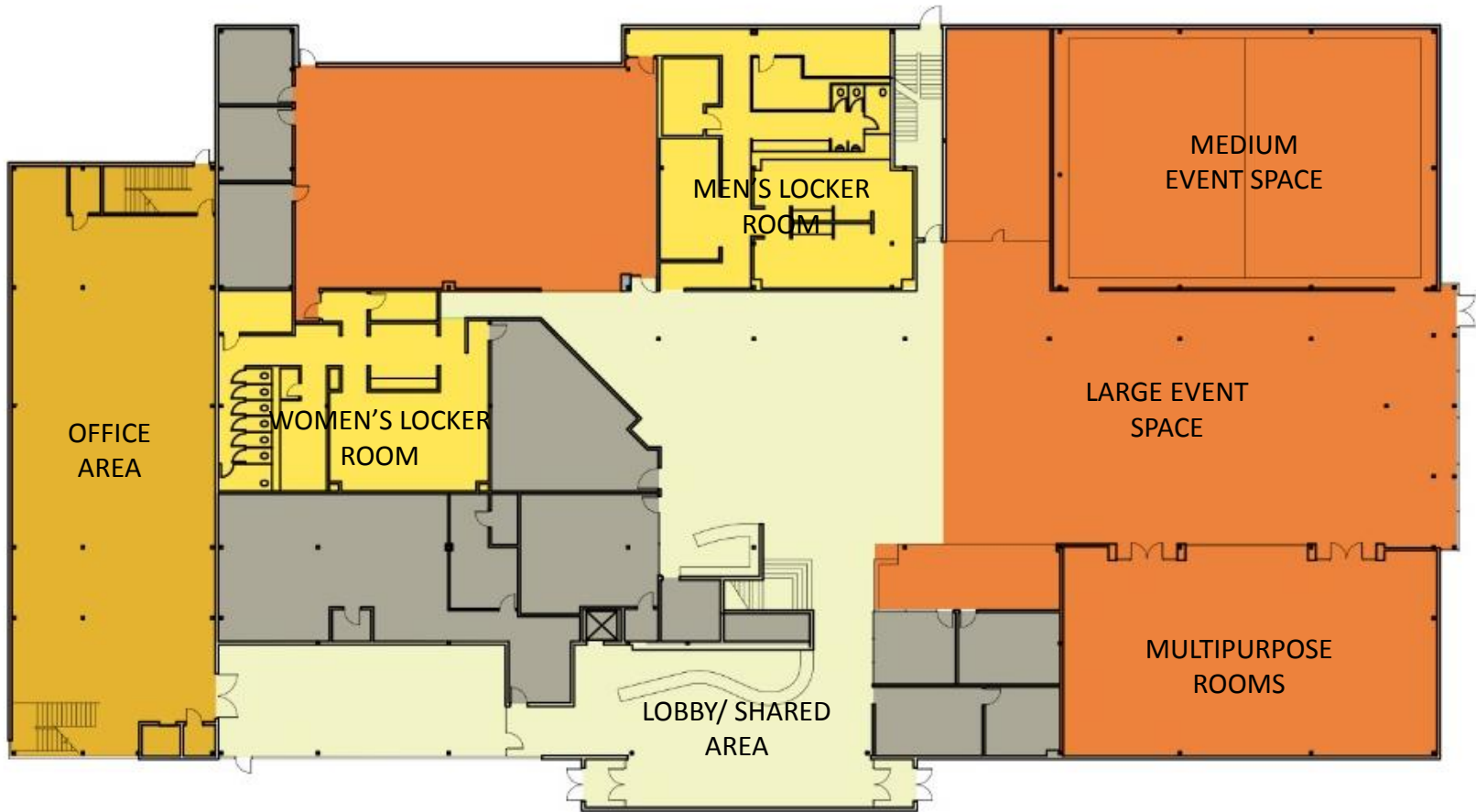




E GOLD'S GYM - EXISTING
1ST FLOOR



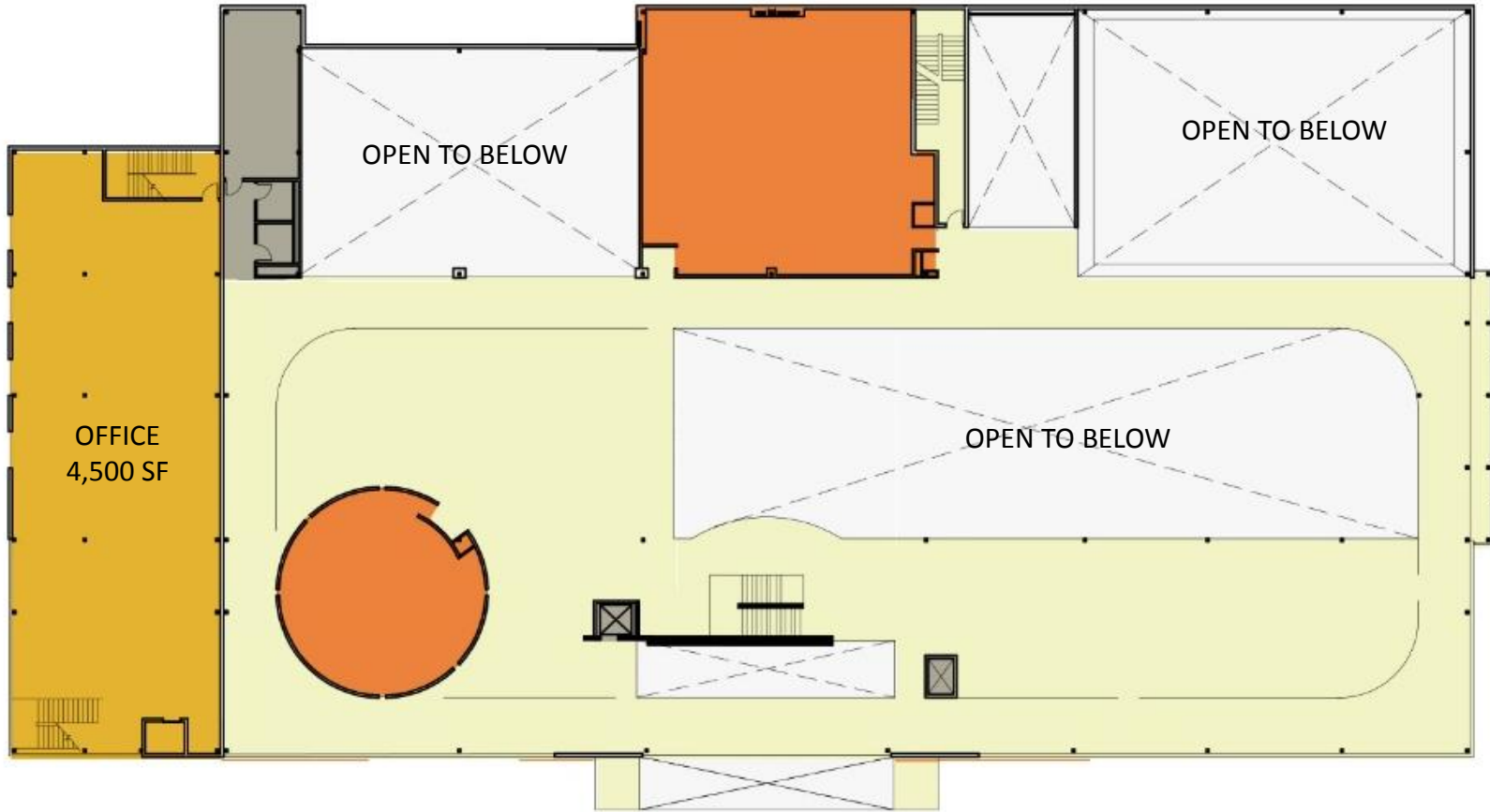
E GOLD'S GYM - EXISTING
2ND FLOOR



1 GOLD'S GYM – OPTION 1
1ST FLOOR

1ST FLOOR
EVENT SPACE, PREFUNCTION AREA,
ADMIN, OFFICES

2ND FLOOR
AVAILABLE



OFFICE
4,500 SF

OPEN TO BELOW

OPEN TO BELOW

OPEN TO BELOW

1ST FLOOR

EVENT SPACE, PREFUNCTION AREA,
ADMIN, OFFICES

2ND FLOOR

AVAILABLE

1 GOLD'S GYM – OPTION 1
2ND FLOOR



1ST FLOOR
 FITNESS/WORKOUT, PRACTICE COURT,
 BALLET/DANCE, LOCKER ROOMS, ADMIN

2ND FLOOR
 EVENT SPACES, ACTIVITY ROOMS,
 PREFUNCTION AREAS

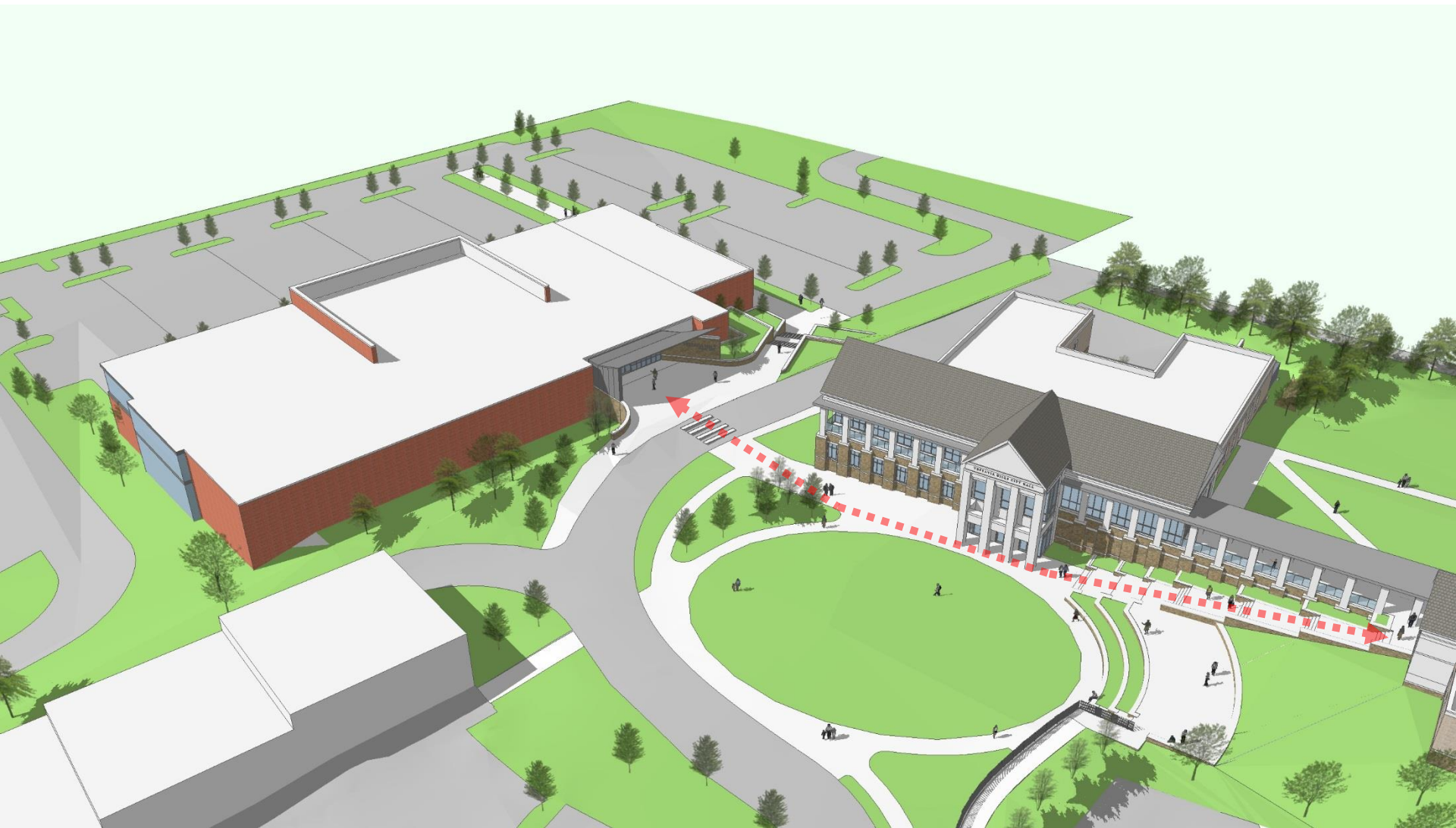
2 GOLD'S GYM – OPTION 2
 1ST FLOOR



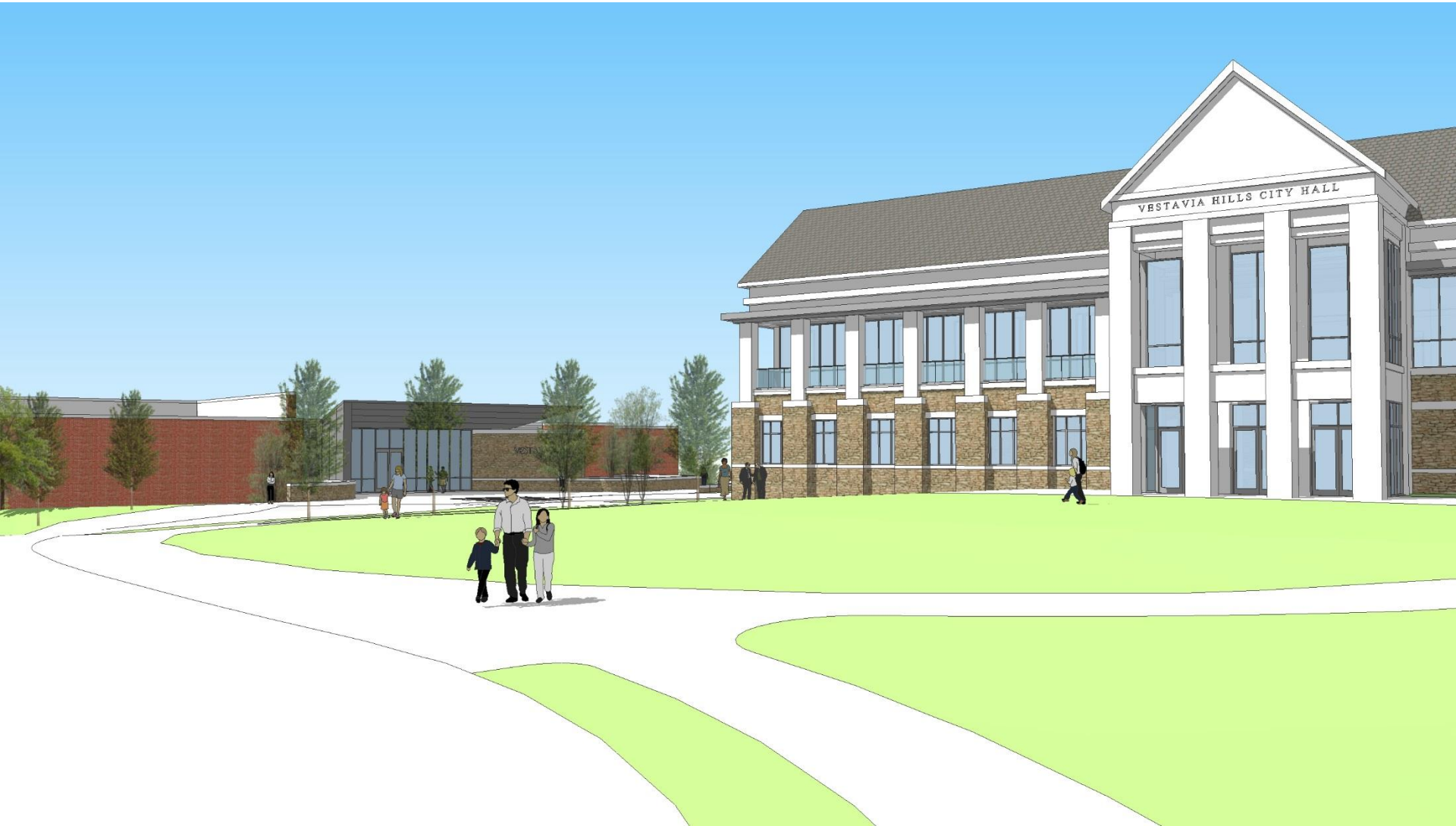
1ST FLOOR
 FITNESS/WORKOUT, PRACTICE COURT,
 BALLET/DANCE, LOCKER ROOMS, ADMIN

2ND FLOOR
 EVENT SPACES, ACTIVITY ROOMS,
 PREFUNCTION AREAS

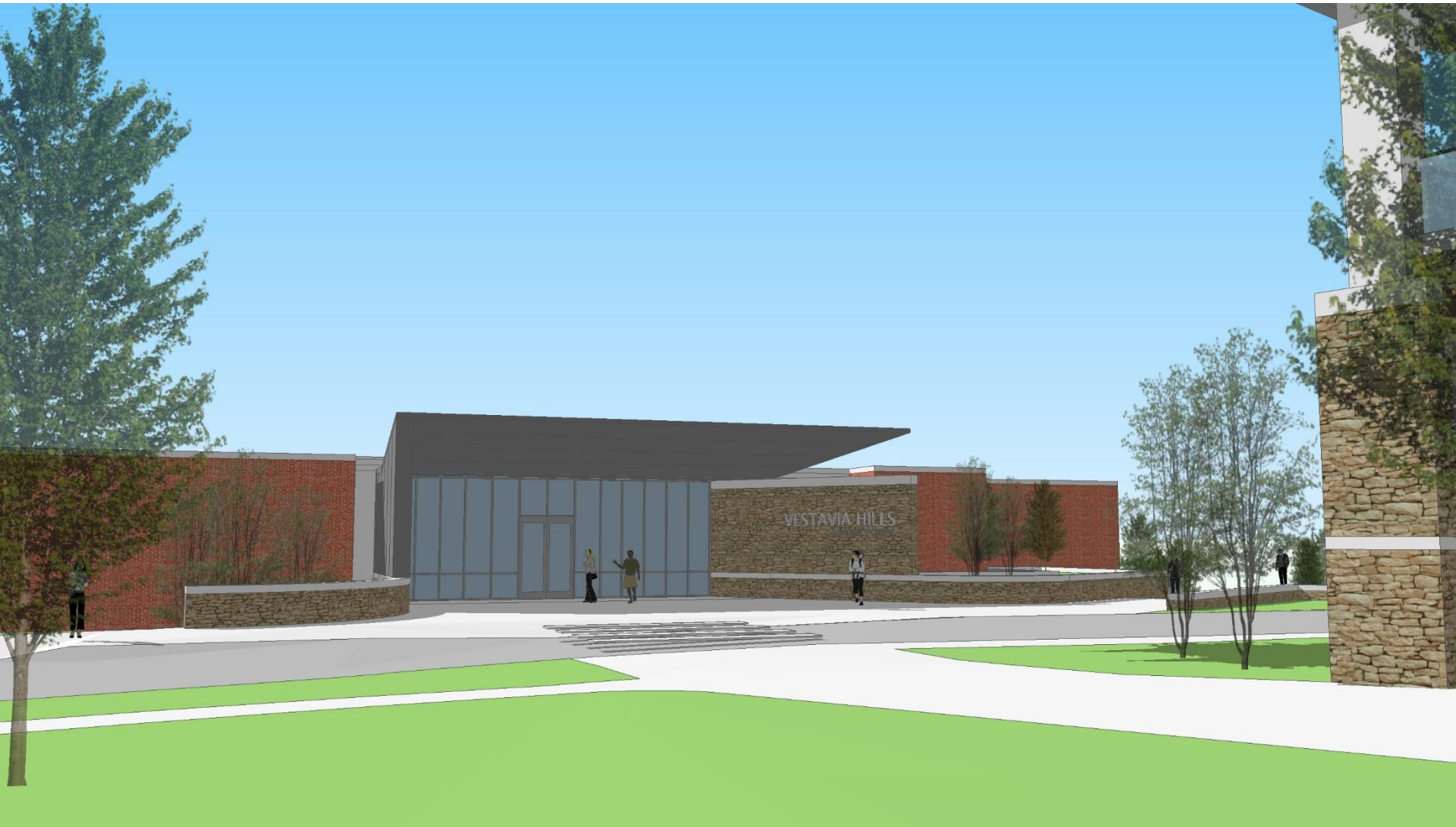
2 GOLD'S GYM – OPTION 2
 2ND FLOOR



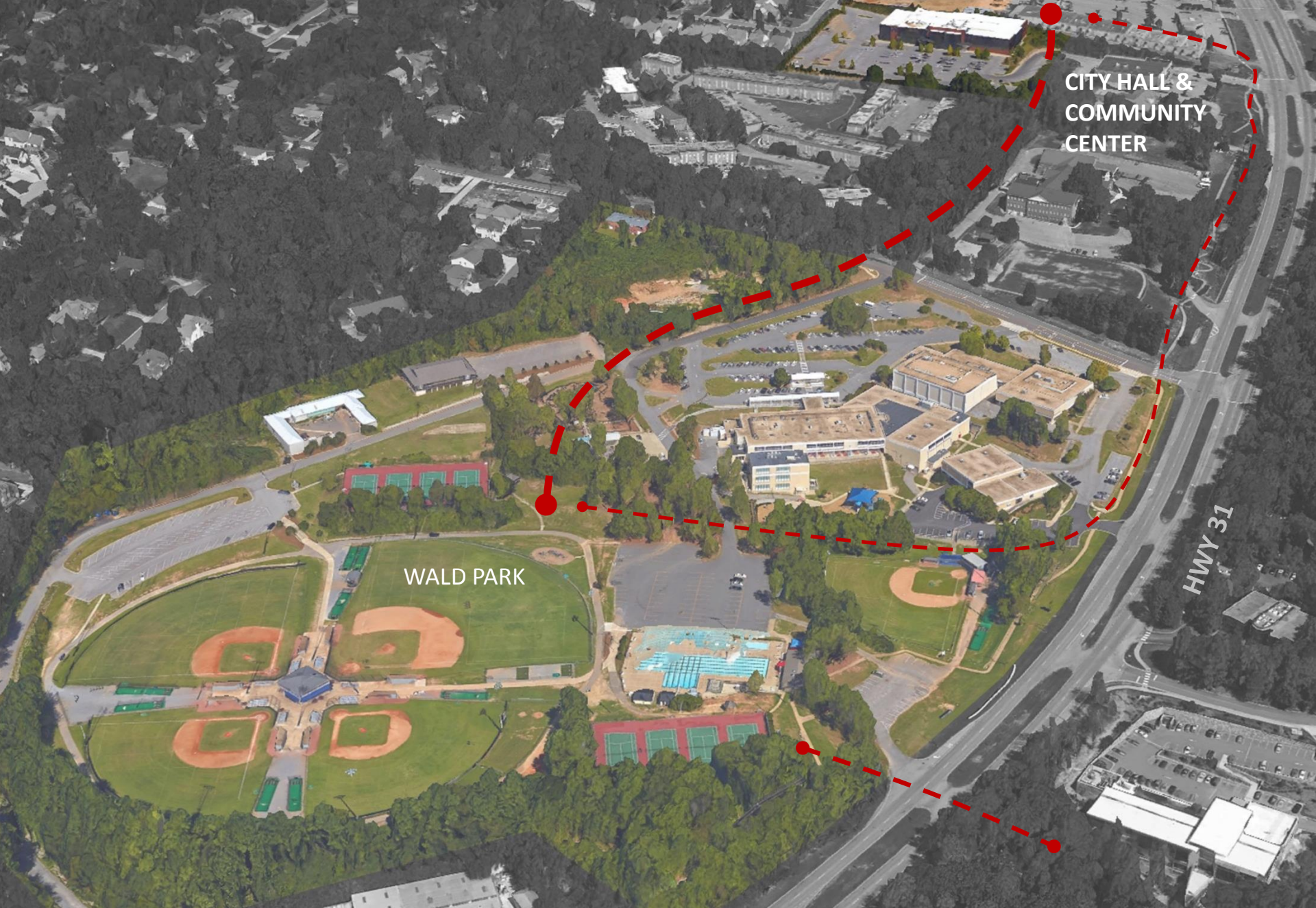
HEART OF THE CITY – CITY HALL / MUNICIPAL / COMMUNITY CENTER



HEART OF THE CITY – CITY HALL / MUNICIPAL / COMMUNITY CENTER



HEART OF THE CITY – CITY HALL / MUNICIPAL / COMMUNITY CENTER



CITY HALL &
COMMUNITY
CENTER

WALD PARK

HWY 31

HEART OF THE CITY – POTENTIAL FUTURE CONNECTION – WALD PARK / COMMUNITY CENTER / CITY HALL

An aerial photograph of a school campus. The image shows several large, multi-story school buildings with light-colored roofs and walls. In the foreground and middle ground, there are several sports fields, including baseball diamonds and tennis courts. A large parking lot is visible near the center of the campus. The campus is surrounded by dense green trees and a road with multiple lanes runs along the right side. The overall scene is a typical school campus layout.

5. Preliminary Budget

PRELIMINARY BUDGET – SUMMARY

- Design team developed a rough order of magnitude budget for each City location.
- Budgets are based on experience with similar projects, assumptions regarding the scope of work and industry input.
- Budget includes the hard and soft cost of construction
 - Hard costs were estimated on a per unit basis
 - Soft costs (A/E fees, owner's contingency, project mgmt, insurance, FF&E, etc.) were estimated as a percentage of total hard costs
- All figures are in 2016 dollars and do not account for escalation
- This is **not** a detailed cost estimating exercise as detailed design work has not been completed

PRELIMINARY BUDGET – SUMMARY

Program Element	Preliminary Budget	Proposed Scope
Wald Park Improvements Budget		
New Multipurpose Center	\$15,600,000	New 60,000 SF building with 3 courts, multipurpose rooms, and support space
New Swimming Pool	\$2,096,000	New 50-meter pool w/ zero entry, new water feature, and scored concrete deck
New Youth Sports Fields	\$1,729,000	Drainage, excavation, and artificial turf (mound, infield, outfield, foul territory)
New Covered Batting Cages (6)	\$169,000	40 ft. x 80 ft. & 40 ft. x 100 ft. covered structure with 3 batting cages each
New Tennis Courts / Upgrades	\$285,000	New court with lights and bleacher seating, resurface existing courts with ProClay.
New Park Space & Playgrounds	\$1,683,000	Selected grading, landscaping, clearing and furniture. New/relocated playground equipment. Castle Playground modifications.
General Site Improvements	\$2,832,000	Press box improvements, sidewalk/walking paths, retaining walls, concrete stairs and areas, select grading, parking spaces, and site work.
<hr/>		
Sub-Total Wald Park Improvements Budget	\$24,394,000	
Additional Owner's Contingency @ 7%	\$1,708,000	
Sub-Total Wald Park Budget w/ Contingency	\$26,102,000	
Gold's Gym Purchase Price	\$9,100,000	
Gold's Gym Renovation	\$2,000,000	Allowance
<hr/>		
Total Wald Park Improvements Budget w/ Gold's Gym	\$37,202,000	
<hr/>		
Other Municipal Park Budgets		
Altadena Valley Park Improvements	\$7,500,000	Allowance
Cahaba Heights Ballfield Improvements	\$5,000,000	Allowance
Old Berrv Middle School Improvements	TBD	
<hr/>		
Total Preliminary Budgets	\$49,702,000	

Note 1: Budget in 2016 dollars.

Note 2: Soft costs include A/E fees, owner's contingency, project management, insurance, FF&E, etc.

Note 3: Budget does not include improvements to maintenance facility, purchase of additional properties, or construction of off-site facilities.

Note 4: Budget does not include off-site infrastructure improvements.

Note 5: Budget does not include Gold's Gym tenant income (\$550K +/- per year) through 2021.

Note 6: Budget includes \$500K for premier play features.

Note 7: Any unused portions of multipurpose center budget will go towards Gold's Gym renovation.

SURVEY AND QUESTIONS

Here is the link for you to join:

<http://www.otmeet.com/256>

Thank you for participating!

END

An aerial photograph of a school campus. The campus features several large green sports fields, including baseball diamonds and tennis courts. There are several multi-story school buildings with light-colored roofs. A large parking lot is visible in the center. The campus is surrounded by dense green trees and is bordered by a multi-lane road on the right side. The text "6. Appendix" is overlaid in the center of the image.

6. Appendix

EXHIBIT A

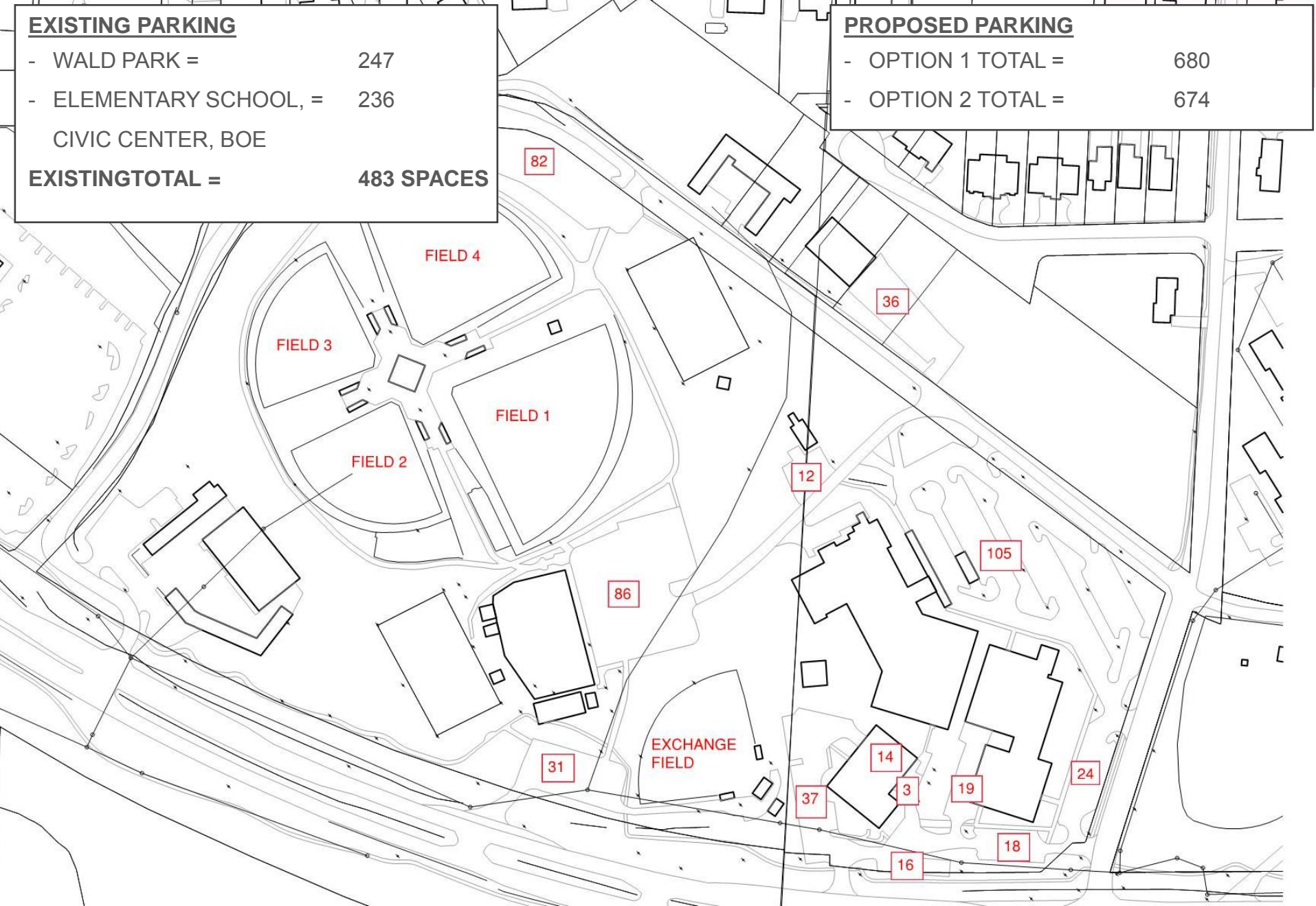
PARKING ANALYSIS

EXISTING PARKING

- WALD PARK =	247
- ELEMENTARY SCHOOL, =	236
CIVIC CENTER, BOE	
EXISTINGTOTAL =	483 SPACES

PROPOSED PARKING

- OPTION 1 TOTAL =	680
- OPTION 2 TOTAL =	674



PARKING SCENARIO

Function	Peak Use	Medium Use	Low Use	Comments
Baseball (Fields 1 - 4)	189	101	88	Assumes 1 car/player. <u>Peak Use:</u> 22 players/field 2x for overlap. 2 ump/field. 5 concessions. 176+8+5=189 cars. <u>Medium Use:</u> 11 players/field. 2 ump/field. 5 concessions. 88+8+5=101 cars. <u>Low Use:</u> Practice: 11 players/field 2x for overlap. Season w/ all-stars: Feb. - End of June. Peak March and April.
Tennis (Courts 1 - 4, plus 1 add'l)	16	10	4	Assumes 1 car/player. <u>Peak Use:</u> 3 Dbls. matches + 2 snlgs matches. No refs. No spectators. <u>Medium Use:</u> 5 snlgs. Matches. <u>Low Use:</u> 4 people. Year round, mornings.
Swimming Pool	122	72	25	Assumes 1 car/3 people minus drop. 1 car/lifeguard. Last 5 year avg. members=1500+/-. <u>Peak Use:</u> Daily attendance 350 people. 15 kids dropped off. 10 lifeguards. <u>Medium Use:</u> Avg. daily attendance 200 people. 10 kids are dropped off. 8 lifeguards. <u>Low Use:</u> 50 people. no drop offs. 8 lifeguards. June 1st - Sept. 1st
Multi-purpose Facility (indoor athletic c	170	78	20	Assumes 3 courts. <u>Peak Use:</u> Games-22 players/ct.+4 coaches/ct. 2x. 2 official/ct.+3 concessions. <u>Medium Use:</u> Practice-22 players/ct.+4 coaches/ct. 2x, but only half cars for drop-offs. <u>Low Use:</u> 10 adult players on 2 courts. Volleyball is the same metrics. Basketball Rec. Leagues: Nov. - End of June. Volleyball Rec. League: Sept-Nov. AAU League: March-June
Park/Green Space/Playground	45	22	7	Assumes 1 car/2 people. <u>Peak Use:</u> Parties, 50 people. Plus 20 other cars. <u>Medium Use:</u> 12 cars at Castle Park plus 10 other cars. <u>Low Use:</u> 2 cars at Castle Park plus 5 other cars.
Parks Maintenance Shop/Storage	10	10	2	1 car/employee <u>Peak Use:</u> 10 employees. <u>Medium Use:</u> 10 employees. <u>Low Use:</u> 2 employees.
SUBTOTAL	552	293	146	
SUBTOTAL - AVERAGED		330		
Lodge/Banquet Space \ (may or may not be at Wald Park)	100	24	6	<u>Peak Use:</u> Peak occupancy for assembly space at Lodge is 200 seated/295 standing, then divided 200 by half for cars. <u>Medium Use:</u> Per VH Parking Ord. 1 space per 250 sf. <u>Low Use:</u> Half of Medium Use.
School	150	100	92	<u>Peak Use:</u> Assumes 3 cars for every 4 attendees of their events. VH Principal guessed that their maximum attendance at any single event is 200+/- people. <u>Medium Use:</u> 2 cars for every classroom space per VH parking ordinance. <u>Low Use:</u> 1 car for every employee.
TOTAL	802	417	244	
TOTAL - AVERAGED		488		

PARKING SCENARIO - PROPOSED

CITY OF VESTAVIA HILLS
PROGRAM MANAGEMENT

*AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND OWNER'S REPRESENTATIVE*

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. OWNER'S REPRESENTATIVE'S BASIC SCOPE OF SERVICES
4. OWNER'S RESPONSIBILITIES
5. PARTIES' REPRESENTATIVES
6. CONTRACT DURATION
7. COMPENSATION
8. AMENDMENTS TO THE OWNER'S REPRESENTATIVE SERVICES
9. INSURANCE
10. TERMINATION OF THE AGREEMENT AND OWNER'S
RIGHT TO PERFORM OWNER'S REPRESENTATIVES SERVICES
11. DISPUTE RESOLUTION
12. MISCELLANEOUS PROVISIONS
13. OTHER CONDITIONS

**PROGRAM MANAGEMENT OWNER'S REPRESENTATIVE AGREEMENT AND
GENERAL CONDITIONS BETWEEN OWNER AND OWNER'S REPRESENTATIVE**

ARTICLE 1

AGREEMENT

This Agreement is made this day of in the year **2017**, by and between the

OWNER:
(Name and Address)

**CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216**

ATTENTION: City Manager JEFF DOWNES

and the

OWNER'S REPRESENTATIVE:
(Name and Address)

**TCU CONSULTING SERVICES, LLC
P.O. BOX 230487
MONTGOMERY, ALABAMA 36123**

For services in connection with the following
PROGRAM:

**VESTAVIA HILLS COMMUNITY SPACES PLAN
(See Exhibit "A", dated November 2016.)**

Notice to the parties shall be given at the above addresses.

ARTICLE 2

GENERAL PROVISIONS

2.1 The Owner retains the Owner's Representative to consult with and assist the Owner in developing and implementing the Owner's Program as defined in this Agreement. The Owner's Representative shall be the Owner's agent, shall exercise its skill and judgment in furnishing Owner's Representative services **and shall not in any respect serve as a Construction Manager, General Contractor or Sub-contractor.**

2.2 TEAM RELATIONSHIP The Owner and the Owner's Representative agree to proceed with the Program on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner.

2.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and any other contract entered into by the Owner in connection with the Program as between the Owner and the Owner's Representative, this Agreement and Exhibits hereto shall govern.

2.4 DEFINITIONS

2.4.1 The Owner's Representative Documents consist of:

- .1 written amendments to this Agreement signed by both the Owner and Owner's Representative;
- .2 this Agreement; and
- .3 the Owner's Program provided in Subparagraph 2.4.4.
- .4 Exhibit "A" City of Vestavia Hills Community Spaces Plan, dated November, 2016
- .5 Exhibit "B" City of Vestavia Hills Community Spaces Plan Implementation Request for Proposal, dated March 1, 2017
- .6 Exhibit "C" TCU Consulting Services Response to City of Vestavia Hills Community Spaces Plan Implementation RFP, dated March 31, 2017

2.4.2 The services to be provided by the Owner's Representative are the Basic Services as set forth in Article 3 of this Agreement.

2.4.3 The term Day shall mean calendar day.

2.4.4 The Owner's Program is a description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements. The Program description is provided in Article 1, above.

2.4.5 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or

material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up.

ARTICLE 3

OWNER'S REPRESENTATIVE'S BASIC SCOPE OF SERVICES

The Owner's Representative shall provide the services indicated in Paragraph 3.2 as the Owner's Representative's responsibility in the Basic Scope of Services during the Phases described below. These services may be provided in one or more of the phases of the Owner's program or in one or more phases of a discrete project within the overall program. The duration of the phases will be used as the basis of compensation of the Owner's Representative as described in Article 7. Portions of each of the Phases of Service may commence before the previous phase is completed, in which case both phases may proceed concurrently.

3.1 The three Phases of Service are defined as follows:

3.1.1 PHASE ONE Program Budget Validation and Execution Strategy as required by Exhibit B, dated March 1, 2017. Upon completion of Phase I Services written authorization by the Owner is required before the Owner's Representative can proceed to the next phase of Service.

3.1.2 PHASE TWO Preconstruction Phase as required by Exhibit B, dated March 1, 2017. Upon completion of Phase II Services written authorization by the Owner is required before the Owner's Representative can proceed to the next phase of Service.

3.1.3 PHASE THREE Construction Phase as required by Exhibit B, dated March 1, 2017.

3.2 DESCRIPTION OF SERVICES RENDERED UNDER BASIC SCOPE OF SERVICES

A description of basic services to be rendered by Owner's Representative under this Agreement is contained in Exhibit "B".

3.3 MANAGEMENT INFORMATION SYSTEMS Ownership of management information systems developed by the Owner's Representative in the performance of this agreement remains the property of the Owner's Representative.

3.4 OWNER'S REPRESENTATIVE'S SERVICES The Owner's Representative shall perform its Services in accordance with the standard of care normally practiced by Owner's Representative firms in performing services of a similar nature at the time and place the Services are performed.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 INFORMATION PROVIDED BY OWNER

4.1.1 The Owner shall provide full information in a timely manner regarding requirements for the Project, including the Owner's Program requirements and other relevant information necessary for the Owner's Representative to provide its services.

4.1.2 The Owner shall provide reasonable evidence satisfactory to the Owner's Representative, prior to commencing the Owner's Representative Services and during the progress of the Owner's Representative Services, that sufficient funds are available and committed for Owner's Representative Services as may be approved in the course of this Agreement. Unless such reasonable evidence is provided, the Owner's Representative shall not be required to commence or continue the Owner's Representative Services. The Owner's Representative may stop Owner's Representative Services after thirty (30) days' written notice to the Owner if such evidence is not presented within a reasonable time. The failure of the Owner's Representative to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of the Owner's Representative's right to request or insist that such evidence be provided at a later date.

4.1.3 The Owner's Representative shall be entitled to rely on the completeness and accuracy of the information required by this Paragraph 4.1. After reasonable evidence of financial arrangements has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Owner's Representative.

4.2 OWNER'S RESPONSIBILITIES DURING PHASES OF SERVICE

4.2.1 The Owner shall contract directly with other firms for the provision of design, supervision, construction, other related services, and work and goods required to be implemented by the Program as described in Exhibit "B".

4.2.1.1 All contracts let by or on behalf of the Owner in connection with the Program shall contain a provision providing that the other party to the contract agree to defend, indemnify and hold the Owner's Representative harmless from all claims for bodily injury and property damage to the extent of the negligence attributed to such acts or omissions by the other party to the contract or anyone employed directly or indirectly by them or anyone for whose acts they may be liable. In addition, all such contracts shall contain a provision requiring the other party to include the Owner's Representative as an additional named insured party, primary and noncontributory, on their insurance policies for the project. Finally, all such contracts and any subcontracts thereunder shall include the Owner's Representative expressly as a beneficiary of any "No damage for Delay Clause" or other clause limiting the liability of the Owner for economic losses suffered by a contractor or subcontractor.

4.2.1.2 Other than as set forth on Exhibit "B", the Owner's Representative shall not be responsible for, nor liable to the Owner for any damages arising out of, the failure of other persons providing services, work or goods to the Owner to carry out the performance, of their contracts with the Owner.

4.2.1.3 The Owner shall direct that communications with the Owner's direct contractors shall be through the Owner's Representative as Owner's Representative.

4.2.2 If the Owner becomes aware of any error, omission or failure of the Owner's Representative to meet the requirements of this Agreement the Owner shall give prompt written notice to the Owner's Representative.

ARTICLE 5

PARTIES' REPRESENTATIVES

5.1 The Owner and the Owner's Representative agree that the success of their contractual relationship will depend in large part on the individuals designated to represent the Owner and the Owner's Representative for the purposes of this Agreement. In order to further the team relationship contemplated by this Agreement, the Owner and the Owner's Representative agree that their respective individual representatives will be mutually agreeable and that these representatives will not be changed except upon written consent, which will not be unreasonably withheld. The Owner and Owner's Representative shall each designate, in writing, two individuals, one as their primary representative and the second as an alternate to act in the absence of the primary representative. The primary representative and the alternate shall each have the authority to bind the respective parties in all matters requiring the parties' approval, authorization or written notice to the extent permitted by law.

5.2 OWNER'S REPRESENTATIVE'S REPRESENTATIVE The Owner's Representative's representatives shall be fully acquainted with the Owner's Representative's Scope of Services. The individuals identified on Exhibit "C" shall not be changed without the written consent of the Owner, which will not be unreasonably withheld, and each individual will meet or exceed the necessary hours worked as set forth in Exhibit "C" as necessary to complete the terms of this Agreement.

5.3 OWNER'S REPRESENTATIVES The Owner's representatives shall be fully acquainted with the Owner's Program.

5.4 The primary representatives shall communicate with each other as often as needed during the term of this Agreement and, at a minimum, shall confer either personally or by telephone at least weekly.

ARTICLE 6

CONTRACT DURATION

6.1 COMMENCEMENT OF THE OWNER'S REPRESENTATIVE SERVICES The Owner's Representative Services shall commence on or about **(DATE)** upon written directive from Owner to Owner's Representative.

6.2 DEVELOPMENT OF THE PROGRAM SCHEDULE The Owner's Representative, based upon information provided in the Owner's Program, shall submit an initial Program Schedule and Management Plan to the Owner for review on or before **(DATE)**.

6.3 AMENDMENTS TO THE PROGRAM SCHEDULE The Owner's Representative Services shall proceed in general accordance with the approved Program Schedule as such schedule may be amended from time to time, subject to Subparagraph 4.1.2. In the event delays to the implementation of Owner's Program are encountered for any reason, the parties agree to undertake reasonable steps to manage and mitigate the effect of such delays. If causes beyond the Owner's Representative's reasonable control delay, extend or change the time for performance of the Owner's Representative Services, the compensation for Owner's Representative's Service and the Schedule may be equitably adjusted.

ARTICLE 7

COMPENSATION

7.1 COMPENSATION Upon execution of this Agreement, payments will be made as set forth in Article 13.1.

7.2 The Owner's Representative's shall be compensated for the services described in the Exhibit "B" and as set forth in Article 13.1.

7.3 ADJUSTMENT IN THE OWNER'S REPRESENTATIVE'S FEE

In addition to causes for fee adjustment noted, the Owner's Representative's Fee may be adjusted as follows:

- .1** For delays in the Owner's Representative Services not caused by the Owner's Representative, there may be an equitable adjustment in the Owner's Representative's Fee to compensate the Owner's Representative for increased expenses; and
- .2** If the Owner's Representative is placed in charge of managing the replacement of an insured or uninsured loss, the Owner's Representative shall be paid an additional fee in the same proportion that the Owner's Representative's Fee bears to the estimated cost of the Owner's Representative Services.

7.4 PAYMENTS Payments for Owner's Representative Services shall be due and payable within ten (10) days following presentation of the Owner's Representative's monthly invoice to the Owner. If the Owner fails to pay the Owner's Representative as agreed, then the Owner's Representative shall have the right to stop the services. Payments due but unpaid shall bear interest at the rate of 2% per annum.

ARTICLE 8

AMENDMENTS TO THE OWNER'S REPRESENTATIVE SERVICES

8.1 AMENDMENTS Amendments to the Owner's Representative Services which are within the general scope of this Agreement may be accomplished by written amendment between the

parties including adjustments in Compensation, Fee and Cost of Owner's Representative Services as applicable.

8.2 NO OBLIGATION TO PERFORM The Owner's Representative shall not be obligated to perform additional Owner's Representative Services until a written amendment has been executed by the Owner and Owner's Representative.

ARTICLE 9

INDEMNITY AND INSURANCE

9.1 LIABILITY INSURANCE Each party shall be responsible for obtaining and maintaining its own liability insurance for claims arising out of the performance of this agreement. Owners Representative shall obtain and provide proof of general liability and errors and omissions coverage in the amount of \$2,000,000 each on or before **(DATE)**.

ARTICLE 10

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM OWNER'S REPRESENTATIVE'S SERVICES

10.1 TERMINATION BY THE OWNER'S REPRESENTATIVE

10.1.1 Upon Thirty (30) days' written notice to the Owner, the Owner's Representative may terminate this Agreement for any of the following reasons:

- .1** If the Services have been stopped for a thirty (30) day period
 - a.** Under court order or order of other governmental authorities having jurisdiction.
 - b.** As a result of the declaration of a national emergency or other governmental act; or
 - c.** Because of the Owner's failure to pay the Owner's Representative in accordance with this Agreement;
- .2** If the Services are suspended by the Owner for sixty (60) days;
- .3** If the Owner materially delays the Owner's Representative in the performance of the Owner's Representative Services;
- .4** If the Owner otherwise materially breaches this Agreement; or
- .5** If the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Subparagraph 4.1.2 of this Agreement.

10.1.2 Upon termination by the Owner's Representative in accordance with Subparagraph 10.1.1, the Owner's Representative shall be entitled to recover from the Owner payment for all Owner's Representative Services performed prior to termination, plus reasonable demobilization costs.

10.2 OWNER'S RIGHT TO PERFORM OWNER'S REPRESENTATIVE'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

10.2.1 If the Owner's Representative fails to perform any of its material obligations under this Agreement, the Owner may, after thirty (30) days' written notice, during which period the Owner's Representative fails to perform such obligation, undertake to perform such obligations.

10.2.2 Upon thirty (30) days' written notice to the Owner's Representative, the Owner may terminate this Agreement for any of the following reasons:

- .1** If in the reasonable opinion of the Owner, the Owner's Representative fails to perform to the satisfaction of the owner;
- .2** If the Owner's Representative has received payment from the Owner but does not make proper payment to its consultants and service providers;
- .3** If the Owner's Representative fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4** If the Owner's Representative otherwise materially breaches this Agreement.

10.2.3 If the Owner's Representative files a petition under the Bankruptcy Code, this Agreement shall terminate if the Owner's Representative or the Owner's Representative's trustee rejects the Agreement or, if there has been a default and the Owner's Representative is unable to give adequate assurance that the Owner's Representative will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.4 In the event the Owner exercises its rights under Subparagraph 10.2.1, 10.2.2, or 10.2.3, upon the request of the Owner's Representative, the Owner shall provide a detailed accounting of the cost incurred by the Owner.

10.3 TERMINATION BY OWNER WITHOUT CAUSE If the Owner terminates this Agreement other than as set forth in Paragraph 10.2, the Owner shall pay the Owner's Representative for all Owner's Representative Services executed to date and reasonable demobilization costs.

10.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

10.4.1 The Owner may order the Owner's Representative in writing to suspend, delay or interrupt all or any part of the Owner's Representative Services without cause for such period of

time, not to exceed thirty (30) days, as the Owner may determine to be appropriate for its convenience.

10.4.2 Adjustments caused by suspension, delay or interruption may be made for increases or decreases in the Owner's Representative's Compensation and schedule adjustments as necessary. No adjustment shall be made if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE 11

DISPUTE RESOLUTION

11.1 INITIAL DISPUTE RESOLUTION If a dispute arises out of or relates to this Agreement or its breach, the parties shall direct their Representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise before recourse to arbitration. The representatives designated pursuant to Paragraph 5.1 shall attend all mediation sessions. The location of the mediation shall be Vestavia Hills, Alabama. Once one party files a request for mediation with the other contracting party and with the American Arbitration Association, the parties agree to commence such mediation within sixty (60) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the party representative to the other party's representative and the mediator. Engaging in mediation is a condition precedent to arbitration.

11.2 AGREEMENT TO ARBITRATE Any controversy or claim arising out of or relating to this agreement or its breach not resolved by mediation, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding Paragraph 13.2, this agreement to arbitrate shall be governed by the Federal Arbitration Act. The Arbitration hearings shall take place in Vestavia Hills, Alabama on consecutive workdays. Unless the parties mutually agree otherwise, the hearings shall conclude within two months of the first hearing date.

11.3 NOTICE OF DEMAND A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.

11.4 AWARD The arbitration award shall be final. Judgment upon the award may be confirmed in any court having jurisdiction.

11.5 SERVICE CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Owner's Representative shall continue the Owner's Representative Services and maintain the

approved schedules during any mediation or arbitration proceedings. If the Owner's Representative continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

11.6 COST OF DISPUTE RESOLUTION The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such arbitration or litigation.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT Neither the Owner nor the Owner's Representative shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

12.2 GOVERNING LAW This Agreement shall be governed by the law of the State of Alabama.

12.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.4 NO WAIVER OF PERFORMANCE The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

12.5 TITLES The title given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

ARTICLE 13

OTHER CONDITIONS

13.1 OTHER PROVISIONS

The Compensation for the Owner Representative Basic Scope of Services as listed in Exhibit "B" to this Agreement shall be a fixed, stipulated sum amount of:

Phase I Services	\$ 120,000.00
Phase II Services	\$ 373,650.00
Phase III Services:	<u>\$1,002,000.00</u>
Total	\$1,495,650.00

as listed in Exhibit "C", dated March 31, 2017.

It is anticipated that there may be a period of time between the completion of the Owner's Representative work on a particular Phase of Services and the Owner's written decision on whether to proceed to the next Phase of Service or to terminate the contract. If the Owner terminates the Contract it shall do so in accordance with Article 10.3 of the Agreement.

If the period of time between the completion of the Owner's Representatives work on a particular Phase of Service and the Owner's written decision exceeds thirty (30) days the Owner should act in accordance with Article 10.4 of the Agreement.

For delays in the Owner's Representative Services that exceed thirty (30) days and are not caused by the Owner's Representative, the Owner's representative reserves the right to request an equitable adjustment in the Owner's Representative's Fee to compensate the Owner's Representative for increased expenses.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

By signing this agreement, TCU Consulting Services, LLC represents that it is not currently engaged in, nor will it engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Alabama can enjoy open trade.

This Agreement is entered into as of the date entered in Article 1.

OWNER: CITY OF VESTAVIA HILLS ◆

ATTEST: _____

BY: _____ ◆

PRINT NAME: Mayor Ashley Curry ◆

PRINT TITLE: Mayor ◆

ATTEST:

BY: _____ ♦

PRINT NAME: City Manager Jeffrey Downes

PRINT TITLE: City Manager

(Note: In Manager-Council Act, any contract requires Mayor and City Manager signature if the contract in greater than one year in duration)

OWNER'S REPRESENTATIVE: TCU CONSULTING SERVICES, LLC ♦

ATTEST: _____

BY: _____ ♦

PRINT NAME: W. Ken Upchurch, III ♦

PRINT TITLE: Managing Partner ♦

EXHIBIT A

City of Vestavia Hills Community Spaces Plan, dated November 2016

EXHIBIT B

City of Vestavia Hills Community Spaces Plan Implementation Request for Proposal, dated
March 1, 2017

EXHIBIT C

TCU Consulting Services Response to City of Vestavia Hills Community Spaces Plan
Implementation RFP, dated March 31, 2017



VESTAVIA HILLS

COMMUNITY SPACES PLAN
PROGRAM MANAGEMENT
SERVICES

March 31, 2017



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May 31, 2017

City of Vestavia Hills
Mr. Jeff Downes, City Manager
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

**RE: Request for Proposal for Capital Projects Program Management Services
Associated with the Community Spaces Plan**

Dear Mr. Downes:

TCU Consulting Services appreciates the opportunity to provide Program Management services for the Vestavia Hills Community Spaces Plan.

As a proven Program Manager, TCU would serve as an Owner's Representative and advocate for the City of Vestavia Hills to assure the successful design, construction and occupancy of every project. We have managed or are currently managing multi-million dollar building programs for Midfield City Schools, Sylacauga City Schools, Huntsville City Schools, Montgomery Public Schools, the Greene County School System, Alabama State University, the Alabama Housing Finance Authority, the Montgomery County Commission, and the City of Montgomery. Our clients will confirm that the TCU team works diligently and efficiently to maximize both the quality and economic benefits for their projects. Our assertive management has allowed each client to realize meaningful cost savings on their projects. Just Ask Them!

Why TCU?

TCU is committed to optimizing your investment. This is more than just another project for our portfolio, we live in central Alabama and must be accountable not only to you but to your community. As your Program Manager, we will function as an extension of your staff to work with you and the entire project team for a successful project.

Technical Resources – With in-house experts in all areas of design, construction administration, architecture, civil, structural, mechanical, plumbing, fire protection, electrical and industrial engineering, we have direct access to all of the technical resources to respond to any issues raised during the course of any project design and construction. Our staff includes consultants with areas of expertise in constructability reviews, LEED certification, cost estimating, value engineering and scheduling.

E-Builder – TCU utilizes a web-based program communication and administration tool to ensure daily project documentation and quick Owner access to project status, schedule, and budget.

Experience – Our team has an average of over 30 years of experience in strong design, construction and service backgrounds. The team has the ability to effectively administer the design process while assuring the design meets the Owner’s stated needs. The team has on-site experience to assess and verify the installation meets the intent of the contract documents and to manage verification of operability of systems.

Minority Participation Commitment. Our firm has 50% Minority Ownership. We employ 20% women. We maintain an internal Minority Participation policy for all employees to follow on his or her projects. We work diligently with all MBE/DBE/WBE Advocacy Groups state-wide to ensure the projects we manage are advertised to all contractors regardless of company size. We coordinate pre-bid meetings to facilitate understanding of the plans by all sub-contractors and their introduction to large general construction companies.

Knowledge and Access - TCU Consulting Services is the right choice for the following reasons: TCU has the staff, internal controls, software and expertise to manage all of your project phases. TCU’s knowledge, experience and working relationships in the local construction market will bring real value to the construction program. You will be dealing with a firm that you can trust and depend on to always be accessible and to keep your interests first.

We want your work!

Sincerely,



W. Ken Upchurch, III
Principal
TCU Consulting Services, LLC.



Percy Thomas
Principal
TCU Consulting Services, LLC.

PROGRAM MANAGEMENT SERVICES

Submitted to:

Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

Submitted by:

Mr. W. Ken Upchurch, III
TCU Consulting Services
2895 Eastern Blvd.
Suite 150
Montgomery, Alabama 36116

Submission date:

March 31, 2017
4:00 p.m.

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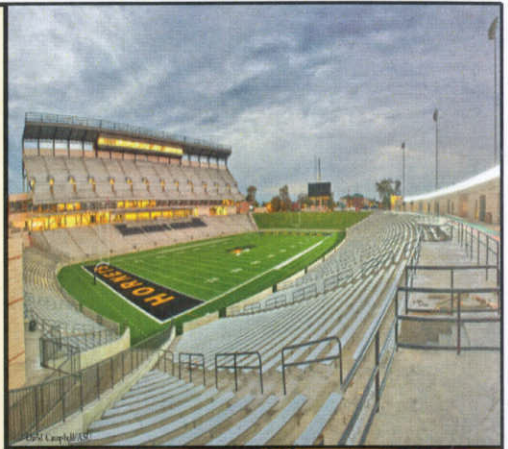
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VESTAVIA HILLS

STAFFING & GENERAL INFORMATION

See Appendix For Additional Staffing & General Information

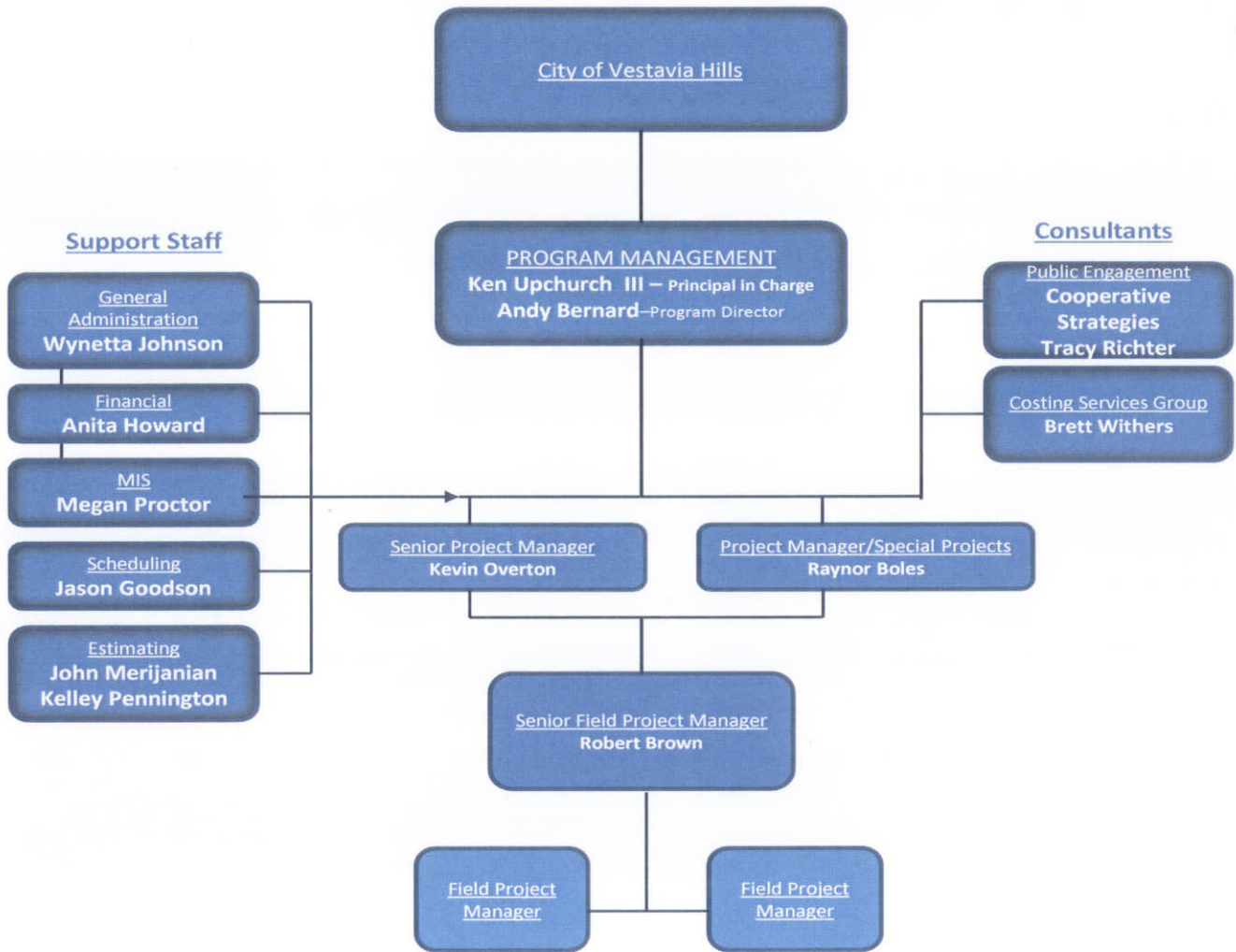


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**TCU Consulting Services, LLC - Program Managers
City of Vestavia Hills
Program Specific Organizational Chart**



Staffing Approach/Reasoning

The TCU staff dedicated to implement the City of Vestavia Hills’ Community Spaces Plan, as shown on the TCU Organizational Chart and the TCU Personnel Staffing Matrix are a proven team that works together for the benefit of their clients. This team is in the final stages of a very successful 5-year, \$291 Million Capital Projects Program engagement for Huntsville City Schools and ideally suited to start immediately for you.

This is our “A” team that will provide the right people to successfully manage the City of Vestavia Hills’ Community Spaces Plan. We want your work!



City of Vestavia Hills
Community Spaces Plan

TCU Personnel Staffing Matrix

March 31, 2017

Task and Activities	Ken Upchurch	Andy Bernard	Kevin Overton	Raynor Boles	Robert Brown	Field Project Managers	Support Services	Total Hours
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
PHASE ONE								
Budget Validation, Execution Strategy								
June 1, 2017 - August 31, 2017	90	180	180	180	-	-	96	726
PHASE TWO								
Pre-Design								
September 1, 2017-September 30, 2017	20	20	40	40	-	-	20	140
Design								
October 1, 2017 - June 30, 2018	90	180	360	360	100	-	180	1,270
Bid and Award								
July 1, 2018 - August 31, 2018	10	20	60	60	-	-	-	150
PHASE THREE								
Construction								
September 1, 2018 - May 31, 2020	110	220	1,800	1,200	3,360	840	412	7,942
Post Construction								
June 1, 2020 - August 31, 2020	60	60	90	90	360	-	-	660
Warranty Period								
September 1, 2020 - August 31, 2021	24	24	50	50	60	-	20	228
Personnel Totals	404	704	2,580	1,980	3,880	840	728	11,116

NOTE: TCU does not charge a Client for the Principal in Charge direct labor cost or expenses. The Principal in Charge's time is shown to demonstrate the minimum number of hours that the Principal in Charge will commit to the Program





VESTAVIA HILLS

E-VERIFY/MOU

See Appendix 9 for a copy of Actual E-Verify MOU



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BIRMINGHAM

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MONTGOMERY



TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

March 31, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Re: Request for Proposals for Capital Projects Program Management
Services Associated with the Community Spaces Plan

Dear Mr. Downes:

TCU Consulting Services, LLC is jointly owned by W. K. Upchurch Construction Co., Inc. and Thomas Construction & Masonry, Inc.

Everyone working on behalf of TCU Consulting Services, LLC are actually employees of and compensated by W.K. Upchurch Construction Co., Inc. and are assigned to work for TCU Consulting Services, LLC.

The reason for this assigned employee arrangement is that initially most employees that would be assigned to TCU were current W.K. Upchurch Construction Co., Inc. employees and we did not want to penalize them in relation to the benefits package they currently had with WKU. Additionally there are cost benefits by having a larger single group benefits package than two smaller group packages.

Therefore, the E-Verify Memorandum of Understanding, as attached in Appendix 9-2, is in the name of W.K. Upchurch Construction Co., Inc. since that is where the employees are verified and compensated.

If you have any questions or need any additional information, let me know.

Sincerely,

W. Ken Upchurch, III
TCU Consulting Services, LLC





VESTAVIA HILLS

ALABAMA EXPERIENCE/ PRESENCE

See Appendix 9, Tab 3 for additional information on TCU's Experience



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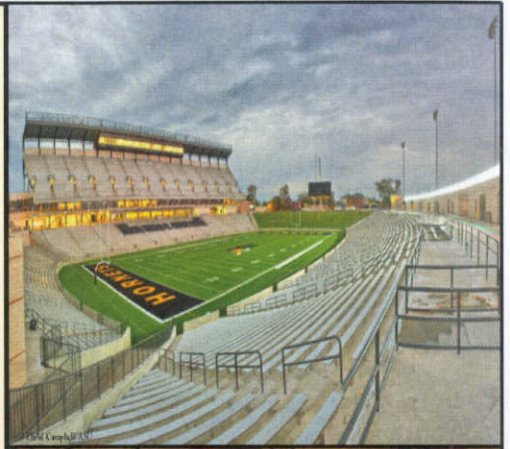
CLIENT	TOTAL PROGRAM VALUE	CLIENT CONTACT	SERVICES
Montgomery Public Schools - Phase 1 3 Elementary Schools, 2 Middle Schools Comprehensive High School Advanced Mfg Center, Misc Renovations	165 Million	Margaret Allen, Supt. Ron Glover, CFO Donald Dotson, Operations 334-223-6710	Program Management Facility Assessments
Montgomery Public Schools - Phase 2 1 High School, Career Tech Center Campus Utilities, Misc Renovations Projects	47.5 Million	Margaret Allen, Supt. Ron Glover, CFO 334-223-6710	Program Management Facility Assessments
Huntsville City Schools Stadium Renovations, 2 New High Schools 2 New Elementary Schools, New P-8 School, Misc. Renovations Projects, Facility Assessments, Deferred Maintenance	291 Million	Dr. Matt Akin, Supt Jason Taylor, CFO Dr. Jeff Wilson, Operations 256-428-8346	Program Management Facility Assessments
Auburn City Schools Facility Assessments, Site Evaluations High School Programming Documents, New High School	78 Million	Dr. Karen Delano Dr. Dennis Veronese, CFO 334-887-2100	Program Management Facility Assessments
Greene County Board of Education Comprehensive High School Facility Career Center, Athletic Facilities	20 Million	Dr. James Carter, Supt Leon Dowe, CFO 205-372-3161	Program Management
Sylacauga City Schools High School Renovations	20 Million	Renee Riggins, Supt Johnny Gray, Operations 256-245-5256	Owner Representation Construction Admin
Midfield City Schools Renovations to HS & MS	12 Million	Demise Sanders, Supt Jason Cox, Operations 205-923-2262	Program Management
Alabama State University Dorms, Stadium, Educational Buildings Misc Renovations, Athletic Facilities, Campus Infrastructure, Student Center	260 Million	Scott Standerfer, Facilities Director 334-229-6995	Program Management Facility Assessments
City of Montgomery Questplex, Multipurpose Sports Complex Stadium Renovations, Connector Road City Hall Renovations, Police & Fire Stations Misc Projects	85 Million	Mayor Todd Strange Mac McLeod, Development Director 334-625-2000	Program Management
Montgomery County Commission Detention Facility, Historic Adaptation for County Administrative Offices, Renovations	83 Million	Elton Dean, Commission Chair Donnie Mims, Administrator 334-832-1357	Program Management
Montgomery YMCA YMCA Facility	12.5 Million	Gary Cobb, President 334-269-4362	Program Management
Montgomery Academy School Renovations to Educational Buildings	10 Million	Amy Forrest, CFO 334-272-8210	Program Management
Alabama Housing Finance Authority Multi-Family Affordable Housing Units	Varies	Jeff Little, Administrator 334-244-9200	Owner Representation



VESTAVIA HILLS

PROJECT MANAGEMENT

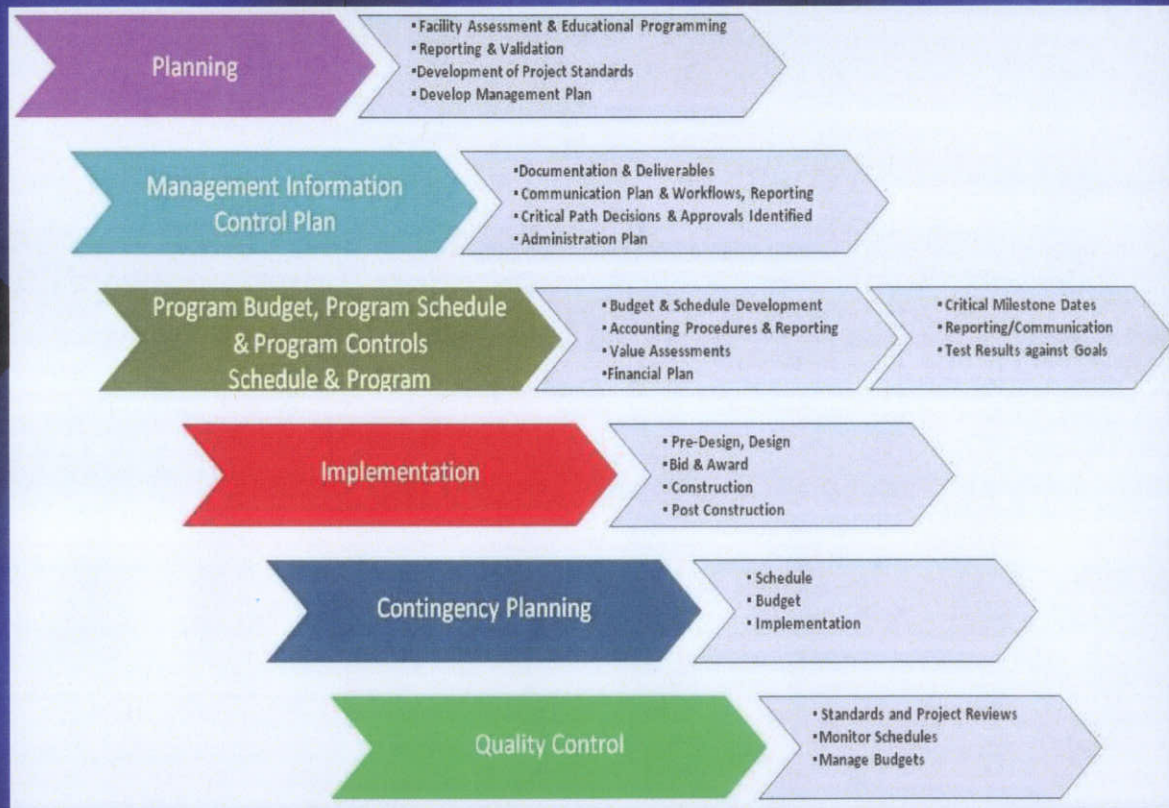
See Appendix 9, Tab 4 for additional TCU Project Management Information



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TCU's Program Management Processes



To administer the Vestavia Hills Community Spaces Plans Implementation, TCU will prepare a Management Plan, the Program Budget and a Master Schedule for the Program.

The guiding processes of TCU's approach to Program Management are Planning, MIS, Control, Implementation, Contingency Planning, and Quality Control.

By using the Management Plan, the Program Budget and Master Schedule as the "Absolutes", TCU's Program Director and Project Managers use the management processes in a systematic approach to ensure that all aspects of each phase meets the goals and objectives of the client.



VESTAVIA HILLS

CONFLICTS OF INTEREST



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TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

March 31, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Re: Request for Proposals for Capital Projects Program Management
Services Associated with the Community Spaces Plan

Dear Mr. Downes:

TCU Consulting Services, LLC is not aware of any Conflicts of Interest pertaining to any work for the City of Vestavia Hills.

If at any point, TCU perceives even the potential of a possible Conflict of Interest we will notify the City of Vestavia Hills immediately.

If you have any questions or need any additional information, let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Ken Upchurch, III'.

W. Ken Upchurch, III
TCU Consulting Services, LLC





VESTAVIA HILLS

REFERENCES

See Appendix 9, Tab 5 for additional references for TCU Project Staffing



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Matthew Akin, Ed.D.
Superintendent



BOARD OF EDUCATION

Elisa Ferrell, President – District 3
Walker McGinnis, V. President - District 4
Beth Wilder, 3rd Presiding Officer - District 2
Michelle Watkins - District 1
Pam Hill - District 5

March 29, 2017

Mr. Jeff Downes
 City Manager
 City of Vestavia Hills
 1032 Montgomery Highway
 Vestavia Hills, Alabama 35216

Dear Mr. Downes:

In my letter of reference for Ken Upchurch and TCU Consulting Services, LLC, I focused on the overall impact that the firm has had on the district since its initial engagement in 2012, As Director of Operations for Huntsville City Schools, highlighting their embrace of and partnership in my commitment to creating and maintaining holistically sustainable learning environments which enable all students to maximize their learning opportunities in all their work on capital planning, program management, and other analytic and consulting services related to facilities operations. In this letter, I will address how specific contributions from specific individuals within TCU have combined to contribute to the exemplary end results.

One primary hallmark of an effective leader is the ability to employ the right people for the right tasks. Ken has certainly done that here in Huntsville, and early on demonstrated his commitment to a long term relationship by opening an office in Huntsville and staffing that office with a core of people either already rooted in the community or willing to spend substantial time here during project execution. Because TCU is a multi-faceted organization that provides a plethora of different services, I will highlight in this letter individuals who represent different colors of the TCU spectrum of capabilities: Andy Bernard (strategic and operational level program management and energy management); Raynor Boles (strategic analytics); Kevin Overton (operational level project management); and Robert Brown (tactical level project management).

Andy Bernard was one of the first program managers employed by TCU in Huntsville, and adroitly led the 2013-2014 Huntsville High School Freshman Academy project before being designated by Ken Upchurch as head of the TCU Huntsville office. Andy has consistently and continuously kept a laser-like focus on budget, and promulgates that diligence in funds stewardship in all his interactions with district and school level personnel. Andy is a Certified Energy Manager who, having owned his own energy company at one time, understands in great detail the opportunities and risks associated with all the

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 (256) 428-6800

www.huntsvillecityschools.org
 AN EQUAL OPPORTUNITY EMPLOYER

primary transformational energy options. One of the first priorities I had when coming to the district in 2012 was the development of an energy strategy that would include shifting to LED lighting, smart building technology that would enable the buildings to be used as educational tools through a multiplicity of graphic display interfaces, and the potential inclusion of solar power and green roof technology in the new buildings. It is not hyperbole to say that Andy Bernard brought my vision to life. Andy has worked diligently and passionately with my Director of Construction and Renovation to develop a district Energy Master Plan that won the 2016 Project of the Year Award from the Association of Energy Engineers Region 2, featuring the energy savings gained from the decommissioning of old buildings, the energy efficiencies gained by LED lighting and building controls in the new buildings, a district wide LED retrofit strategy (already in execution phase), partnership with Huntsville Utilities in sub-metering our buildings, and partnerships with several firms in development and testing in our schools of energy efficient building materials.

Raynor Boles came to TCU in 2012, straight from the University of Alabama with a degree in building science. Energetic and smart, Raynor quickly distinguished himself as a superb data analyst in our arduous re-zoning planning sessions between 2012 and 2014 that were a precursor to the achievement of a Consent Order with the U.S. Department of Justice that set a course for working toward Unitary Status for the district. As we worked with data provided by our demographer using geographic information systems, Raynor was uniquely able to see the maps as a chess master sees a chess board, looking holistically at the data and making recommendations that by and large were accepted and included in the re-zoning proposal that formed the foundation of the Consent Order. Further, Raynor has a precise spatial sense that makes him invaluable in determining building capacity rubrics that are essential in Consent Order implementation. I cannot overstate Raynor's continued contributions over three years in to the Consent Order implementation on any question that revolves around demographics and building capacity analysis.

Kevin Overton joined the team here in Huntsville in 2016, and has been instrumental in the operational level program management of our capital plan. Working with my Director of Construction and Renovation, Kevin is a primary interface with senior leadership in both the architectural and construction firms who are building our facilities. A former U.S. Navy Surface Warfare Officer, Kevin brings the meticulous attention to detail in all aspects of engineering management for which the Navy is known to every job in Huntsville. I personally appreciated this attention to detail when a water main burst on a Sunday morning in January 2016. Kevin was on site with drawings in hand less than 30 minutes after notification, and was able to precisely identify the point of failure, join the Director of Construction and Renovation to direct crews to dig with minimal disruption of existing concrete, and manage the repair in such a way as to guarantee by noon Sunday that the school would be functional Monday morning.

Robert Brown is truly a master of many disciplines. He has been in the field for about 50 years, owned his own firm, and applies this broad and deep knowledge of building design and construction on site on multiple projects. Of all the many tasks that Robert has performed for the district, I personally appreciate Robert's work on punch lists and warranty claims after the buildings are occupied. I think that the exemplary after-occupation work that TCU does in these areas, which require continual interface with multiple teachers and administrators in the buildings, is one more area that sets TCU apart from other firms.

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As we now near the end of our ambitious capital plan, I reflect with total satisfaction on the end results, to which the aforementioned individuals played key roles. Standing before two new high schools, one new junior high school, two new P-8 schools, one new elementary school, one substantial elementary school renovation (the addition of a new classroom wing), one total building renovation (a new theater and total classroom renovation for our Academy for Academics and Arts P-8), and one high school Freshman Academy building, I state with complete confidence that no other company than TCU could have brought our paper and pencil vision to brick and mortar reality within designated resource parameters and within the designated time frame with the same sense of total commitment to the strategic vision of the district.

Ken Upchurch and TCU Consulting Services, LLC have embodied excellence in everything they have done and are currently doing for Huntsville City Schools. I am sure they will do the same for you, and invite you to contact me at Jeffrey.wilson@hsv-k12.org, or 256-428-8346, for further conversation if you have any questions. Thank you for considering my comments in your decision making process.



Jeffrey S. Wilson, Ed.D.
Director of Operations
Huntsville City Schools

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FEES /COMPENSATION



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TCU FEE PROPOSAL

The Compensation for Program Management Services, detailed in the Request for Phase I & II, and for Phase III for the Request for Proposals for Capital Projects Program Management Services Associated with the Community Spaces Plan date March 1, 2017, **shall be a fixed, stipulated sum amount of:**

Phase I & Phase II Services	\$ 493,650.00
Phase III Services	<u>\$1,002,000.00</u>
	\$1,495,650.00

The fixed, stipulated sum amount includes all expenses such as staffing, other consultants, travel, lodging, reproductions, printing, overtime expenses, office expenses and all other project related expenses and is based on an initial Program Budget of approximately \$50,000,000.00.

The Program Manager (PM) shall be the Owner's agent, shall exercise its skill, expertise and judgment in furnishing PM services and shall not in any respect serve as a General Contractor, Construction Manager or Subcontractor.

The Owner and the Program Manager shall each designate, in writing, a primary representative and a secondary representative within fifteen days of the execution an agreement.

The PM Services duration for this agreement will be approximately thirty-nine (39) months (estimated to be June 2017 – August 2020) from the date of the Notice to Proceed provided by the Owner.

Payments will be due on the 10th of each month beginning with the initial Invoice to be submitted on the first day of the month following the Notice To Proceed and monthly thereafter. The Owner shall make monthly progress payments based on the PM's completed work in that month. All billings and corresponding payments will be for prior completed services. There will be no billings in advance of services performed.

The PM will not be due any compensation for additional services without the prior written consent of the Owner.

If causes beyond the PM's reasonable control delay, extend or change the time for performance of the Program Manager's Services, past 39 months, the compensation for Program Manager's Service and the Schedule shall be equitably adjusted if mutually agreeable to both parties.

CONTRACT ADJUSTMENTS:

TCU is willing at the start of each Phase of the work to review and negotiate all components of its Fixed Fee amount to allow the City of Vestavia Hills to adjust any component to better serve the City of Vestavia Hills needs.



VESTAVIA HILLS

APPENDIX

9-1	General Information	Tab 1
9-2	E-Verify MOE	Tab 2
9-3	Alabama Experience	Tab 3
9-4	Project Management	Tab 4
9-5	References	Tab 5



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FIRM PROFILE

TCU Consulting Services, LLC.
2895 Eastern Boulevard, Suite 150
Montgomery, AL 36116
334-420-1500 (Phone)
334-420-1503 (Fax)

Established in 2005

TCU Consulting specializes in Program Management, Owner Representation, Facility Assessment, Facility Planning, Strategic Planning, Programming, Development Consulting, Claims Consulting.

HISTORY AND GROWTH OF THE FIRM

TCU consulting Services, LLC was founded in 2005 by Percy Thomas and Ken Upchurch to provide Program Management / Owner Representation Consulting Services for clients faced with the ever changing and complex world of construction project delivery.

Building on a career spent working together as contractors and as friends, TCU Consulting Services was formed as a 50/50 ownership venture between the two men (one black, one white). This unique business model is not only successful for the company but is providing a valuable example of what can be done when individuals with diverse backgrounds come together as one.

The firm has steadily grown since its inception by providing its clients with successful owner representation and program management services, internal controls, management information control software and construction expertise without the layers of bureaucracy that comes with large consulting firms.

As Program Manager, TCU provides pragmatic advice on all phases of a Client's Construction Program – from assessments, programming, planning, budgeting, scheduling, design, bid, award, construction and move-in. Our services are best described as providing the Owner with the experience and expertise that it currently does not have on staff.

Since its initial engagement and the successful experience TCU provided to the Montgomery County Commission, the firm has been hired to serve as the Program Manager for the Montgomery Public School System, Huntsville City School System, Midfield City School System, Auburn City Schools, Greene County School System, the Montgomery Academy, Sylacauga City School System, Alabama State University, the City of Montgomery, the Montgomery YMCA and others.

TCU has managed client programs ranging from \$10,000,000 to over \$290,000,000.00. Regardless of the program size, TCU brings its program management and customer service approach to every project.

To read more about TCU, see the attached Narrative History of the firm as written by the Montgomery Area Chamber of Commerce. Tab 1.

TCU CONSULTING SERVICES, LLC

Narrative History

TCU Consulting Services, LLC was founded by Percy Thomas and W. Ken Upchurch, III in 2005 as a firm that provides consulting services, management services, owner representation services and resources to manage various elements of a construction program for its clients. From just the two men in 2005 to a team of 20 today, TCU Consulting Services has steadily grown into a successful business. The genesis of this unique business, a 50/50 partnership between Thomas, a black man and Upchurch a white man, started over thirty years ago as each man sought to build their own business career in Montgomery.

As Percy Thomas sought to build Thomas Construction & Masonry, Inc., a masonry construction subcontracting business from almost nothing, Ken Upchurch, III sought to find his niche within a long standing family business, W.K. Upchurch Construction Co., Inc. Both men faced unique and very different challenges as they worked to build their names, businesses and reputations not only within the building industry but in their communities.

Both men worked hard to position their business not only for the current times but for the future as they recognized the ever changing construction industry required new ideas and markets for companies to grow and be successful. Thomas grew his business from a labor service provider to a full service masonry contractor and then to a general contractor while Upchurch sought other market niches such as historic renovations, custom residential construction and a repair, remodeling and maintenance division in which to grow his family business. By changing with the times and finding new markets, both men continue to successfully operate their construction businesses, as well as the TCU Consulting Services business.

At the same time they worked to build their respective businesses, both men sought to serve their communities by using their time, talents and resources to focus on their individual passions. For Thomas it was the development of the minority business communities and for Upchurch it was the improvement of the Montgomery public education system. Thomas founded and operated the Minority Contractors Association in an effort to not only improve the opportunities for minorities to participate in the construction industry, he sought to help minority businesses develop and implement sound business plans and practices. He has worked countless hours to build bridges between white contractors and the minority contractors. Upchurch was a founding member and later president of the Montgomery Education Foundation that seeks to improve public education thru collaboration of stakeholders, best practices methodologies and funding improvements. He also led the successful effort to encourage both the City and County governments to raise taxes to provide additional financial support to the Montgomery Public Schools. Both of these efforts continue to be a primary focus for each man but now they work together on both issues.

As they worked together both as contractors and within the community a mutual respect and then a deep friendship developed between the two men. It was that respect and friendship that led to the development of TCU Consulting Services, LLC. Thomas and Upchurch recognized the need, in the complex world of construction, especially in the public sector, for a locally owned construction consulting firm that could provide its clients with the resources and expertise needed to implement their construction programs.



As they discussed the various business models available for the new venture, it became very apparent that the business culture, philosophy and ethics of each man's current companies were so similar that almost any business model would be available to them. Each man also recognized the unique opportunity, on so many levels, the collaboration of a black man and a white man could afford the business. That is exactly why the two settled on a 50/50 partnership as the business model for their new venture. They decided that if they could not work together as equals then it wouldn't really be necessary for them to form the partnership. Today they sit, sharing a partner's desk, facing each other and making all of the decisions together. There is no third party to mitigate the disputes, they have to look at each other in the eye and work out their differences.

Even though both men are working hard, each managing two business entities, they are still very committed to serving the community. They both actively support many of the community's charitable organizations with their time, talents and resources. Some of the organizations that they support are Montgomery YMCA, the ASU Foundation, Resurrection Catholic Missions, March of Dimes, Partners in Education, A+ Education Partnership, Small Business Resource Center, BCIA, Public Safety Insurance Fund, New Beginnings Resource Center, Montgomery Chamber of Commerce and many other worthy causes in the community.

Thomas and Upchurch both recognized that their business model, the 50/50 partnership between black and white men, would be very unique for Montgomery and would be met with some skepticism. They also recognized the opportunity to demonstrate that their business model could work and be a catalyst for others to follow. After six years of successfully working together both men agree that much of the skepticism is behind them and that most of the community respects their efforts. As Thomas says, "This is a 50/50 partnership. We have managed to open doors on both sides of the community, black and white. The community has seen that a black and a white can work together, that making money crosses racial lines and that together we can work for the betterment of the community." In the end, both men are proud of the success of TCU but more importantly of their friendship and what they have been able to accomplish together.





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**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and W. K. Upchurch Construction Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 454853

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer W. K. Upchurch Construction Co., Inc.	
Andrea Best	
Name (Please Type or Print)	Title
Electronically Signed	10/07/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	10/07/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	W. K. Upchurch Construction Co., Inc.
Company Facility Address:	1001 Monticello Court
	Montgomery, AL 36117
Company Alternate Address:	P. O. Box 230487
	Montgomery, AL 36123-0487
County or Parish:	MONTGOMERY
Employer Identification Number:	630506136





Company ID Number: 454853

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> ALABAMA 1 site(s) 	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

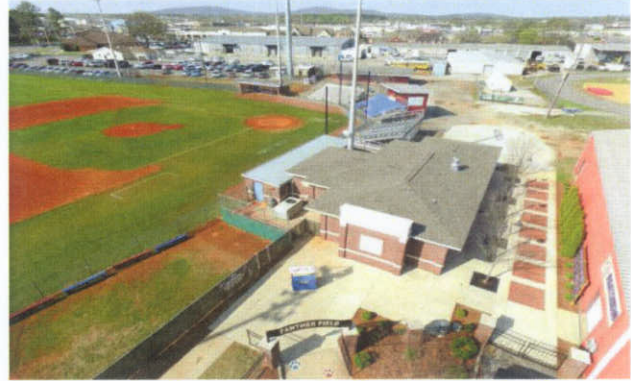
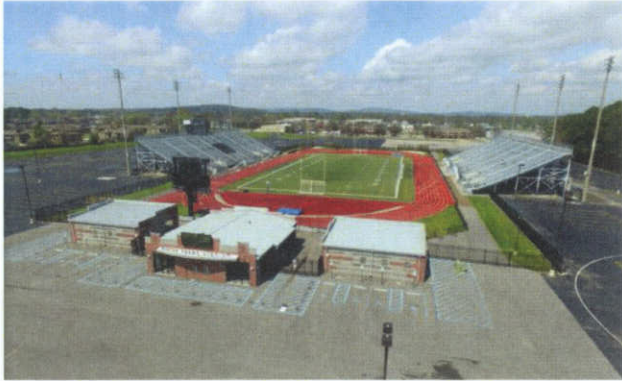
Name:	Andrea W Best	Fax Number:
Telephone Number:	(334) 279 - 8765	
E-mail Address:	andrea@wkupchurch.com	



**ATHLETIC FACILITIES MANAGED
BY
TCU CONSULTING SERVICES, LLC**

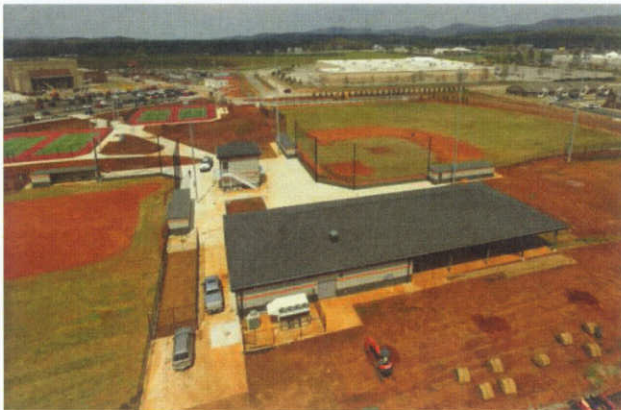
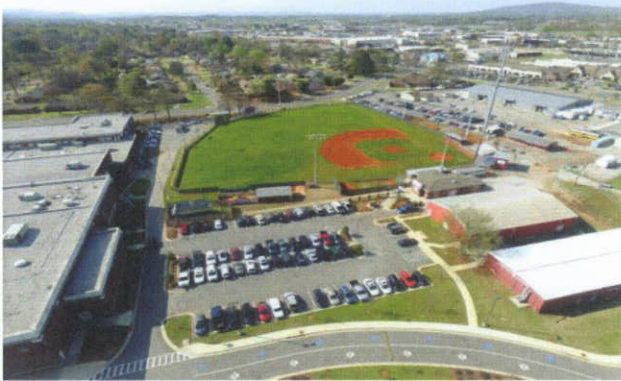


**ATHLETIC FACILITIES MANAGED
BY
TCU CONSULTING SERVICES, LLC**





ATHLETIC FACILITIES MANAGED BY TCU CONSULTING SERVICES, LLC





ATHLETIC FACILITIES MANAGED BY TCU CONSULTING SERVICES, LLC



Huntsville City School System

Project Location: Huntsville, Alabama

Date of Service: March 2012-Ongoing

TCU was selected by the Huntsville City School system to provide Program Management services, to assess the current internal maintenance and construction operations and procedures, to develop the necessary processes that will allow the system to operate and procure their maintenance and construction operations in a more effective and economical manner. TCU is currently managing a high school addition, two new high schools, a stadium renovation, the development of two new elementary schools, four new P-8 schools, the implementation of all the system's summer maintenance programs and the development of the capital projects plan. TCU is also assisting another consultant with a comprehensive facility assessment of every building in the system. HCS Facilities Program amount is \$291,000,000 dollars.

Client Contacts:

Jeffrey Wilson, Facilities & Operations Director, Huntsville City Schools, 256-428-8310



Auburn City School System

Project Location: Auburn, Alabama

Date of Service: 2014-Ongoing

Project Details: TCU was competitively selected to provide Consulting services, to provide a Comprehensive Assessment of student demographics, build out analyses, and enrollment projects for a new high school and a new elementary school.

Subsequently, TCU was engaged to provide Program Management services to the implementation of the Auburn City Schools Capital Projects 2024 Plan. The high school is scheduled to open August 2017. Auburn facilities Program amount is \$78,000,000 dollars.

Client Contact: Montgomery Public Schools, Superintendent Dr. Karen DeLano,
334-887-2100, P.O. Box 3270 Auburn, Alabama 36831-3270



The City of Montgomery

Project Location: Montgomery, Alabama

Dates of Service: 2010-Ongoing

TCU is currently working with the City of Montgomery as the Owner's Representative for their approximately \$85,000,000.00 building program which includes the renovation of Cramton Bowl (City owned football stadium), the construction of a new Multi-use Sports complex building, a new municipal court facility, the Renovation of the historic City Hall facility, a police precinct and fire station in a joint use facility, a police driving training facility, the construction of a major thoroughfare road, the renovation of an existing office building into a City services center, and the conversion of a City owned building into a multi-use facility for the Children's Museum, the City downtown Library, tenant and retail spaces. The program is approximately 67% complete with all projects tracking on both schedule and budget.

Client Contact:

Mayor Todd Strange, City of Montgomery, 334-241-2004



Montgomery Public School System

Project Location: Montgomery, Alabama

Dates of Service: 2007-2014

Project Description: TCU was competitively selected to provide Program Management for the \$165,000,000 Montgomery County Board of Education Facilities Phase 1 Plan. TCU managed the design and construction of 8 schools. The schools were designed with a pod concept, passive and active security measures, state of the art audio-visual technology, performing arts auditoriums, and athletic facilities. Due to our clients trust and our performance on Phase I, TCU was selected to manage Phase 2 of the \$47,500,000 dollar MPS Facilities Plan. TCU is currently in the management of Phase 3, a \$33,000,000 continuation of MPS Capital Projects Plan.

Client Contact: Montgomery Public Schools, Superintendent Margaret Allen, 334-223-6710, P.O. Box 1667 Montgomery, Alabama 36102





Alabama State University

Project Location: Montgomery, Alabama
Dates of Service: July 2007-2011

Project Description: TCU was competitively selected to manage ASU's building program with a starting program budget of \$98,616,799 which has grown to \$245,000,000. Construction began on the first project in July 2007 and the Ralph D. Abernathy College of Education building was completed in May 2009. TCU managed the design and construction of two phases of Student Housing Renovation Projects. Most recently, TCU was integrally involved in the process and development of the campus Master Plan for Alabama State University and diligently worked to exceed our Client's goals: Improve Campus Image and Identity, Plan for Enrollment growth, Improve Student Quality of Life, and Develop a Pedestrian-Oriented Campus incorporating Residential Villages. TCU expertly managed the Phase 1 design process of two 250 bed residence halls. Each building is 77,573 SF, 4-story, fully-sprinkled, and of non-combustible, steel frame and concrete construction. Construction was completed in August 2011. We are very proud to share our experience managing the design and construction phases of the New Hornet Football Stadium!

Client Contact: Alabama State University Mr. Scott Standerfer, 334-229-6995, 915 South Jackson Street Montgomery, Alabama 36101



Greene County School System

Project Location: Eutaw, Alabama

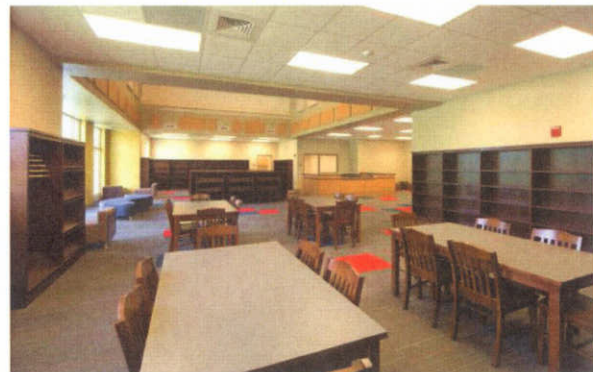
Dates of Service: January 2010 - Ongoing

TCU was competitively selected as the Program Manager for the Greene County Schools Phase 1, 2, and 3 Facility Plans. The initial engagement was for the new High School with a program budget of \$10,000,000. Phase 1 consisted of a new 400 student High School/Gym Addition, Water & Sewer Improvements for the County and Road Improvements to US Highway 11 South, Phase 2 consisted of a new Career Tech Center / Field House / & Athletic Fields, Phase 3 would include a new Auditorium if funds are available. TCU's management of the program and assistance during the Tax Referendum process resulted in a final program cost of approximately \$20,000,000 which allowed the School System to program additional projects to enhance the delivery of education at the High School level.

Client Contact:

Superintendent Dr. James Carter, Greene County Board of Education, 205-372-3161

Mr. Leon Dowe, Chief Finance Officer, 205-372-3161, ldowe@greene.k12.al.us



The Montgomery County Commission

Project Location: Montgomery, Alabama
Dates of Service: 2007-2010

TCU was competitively selected as the Program Manager to manage the Montgomery County Commission building program. The initial engagement was for the new Mac Sim Butler Detention Facility with a program budget of \$52,000,000. Based on TCU's performance, the County Commission subsequently engaged the firm to manage the renovations of its existing facilities, the adaptive reuse and conversion of the historic Montgomery Advertiser building into the new County Administrative facility and an adjoining parking deck facility. The final program budget, for all projects, was \$83,000,000. TCU's management of the program resulted in a final program cost of approximately \$81,700,000 which allowed the County to use the \$2,300,000 for additional projects to enhance the delivery of services to the citizens of Montgomery County.

Client Contact:

Chairman Elton Dean, Montgomery County Commission 334-832-1210
Mr. Donnie Mims, County Administrator, 334-832-1210, donaldmims@mc-ala.org



TCU PROGRAM MANAGEMENT PROCESS

APPROACH

TCU manages its projects based on an organization structure that starts with the Program Director. The Program Director is responsible for all aspects of the program from engagement until completion. The Program Director manages the assigned Project Managers, TCU's internal resources and any external resources as may be required for an Owner's program delivery.

The guiding processes of TCU's approach to Construction Program Management Services are:

1. Planning
2. Management Information Control
3. Program Budget, Program Schedule and Program Control
4. Implementation
5. Contingency Planning
6. Quality Control

Planning

The Planning and Pre-Construction activities are the most integral component of any program. If you start off slow or behind it will only get worse not better. Time spent properly establishing the program objectives, establishing the program schedule and building the team is critical, must be well defined and must be approved by the Owner.

TCU believes first activity for any successful Program is the development of a Management Plan for the Project. The Management Plan development will evaluate the Owner's resources, the Owner's schedule and budget, the capacity of the local design and construction market, site assessments, and other factors that will impact the Program. TCU will develop various alternatives and make recommendations to the Owner. The Plan will include project strategies, procurement recommendations, program implementation activities and requirements and a Provisional Master Schedule for the project.

Upon approval by the Owner, TCU will issue the Program Management Plan which will serve as the overall guide for every project activity and decision.

Immediately upon approval of the Program Management Plan, TCU will develop the Master schedule for the project. The Master Schedule will contain key milestones to be accomplished by the Program participants. TCU will then develop a schedule of Critical Dates for each phase and project of the program. The Critical Dates list will include the various activities which are critical for the overall success of the Master Schedule. The list will include for each phase and each project of the program the last acceptable date for each task to be completed and the party responsible for accomplishing the task. The Master Schedule will be the basis for monitoring and expediting the program.

Management Information Control

TCU uses a web-based Management Information software program as a program communication, administration and documentation tool to ensure that all parties have the necessary information by which to efficiently manage the program. Every activity from start to finish is recorded in "real time" so that anyone with access to the Management Information program for the program can monitor the progress of the activities at any time and immediately be aware of any issues, concerns, status, responsibilities, etc. that may exist on the project.

Program Budget, Project Schedule and Program Control

All program activities, but especially the budget, schedule and individual project scope, require daily monitoring by the CPM to ensure compliance with the Owner's program objectives.

Once the Management Plan which includes the Program Budget and Master Schedule are adopted by the Owner, they become the absolute management tool by which every project decision is tested. The Management Plan and Schedule will not be modified without written approval by the Owner.

Implementation

TCU uses the approved Management Plan, the Program Budget and the Master Schedule as the basis of implementation of all Program and individual project activities.

The Pre-Design, the Design, the Bid and Award, the Construction, the Post Construction phases are all directed by TCU's Program Director and Project Managers in a professional and systematic approach to ensure that all aspects of each phase meets the goals and objectives of the Management Plan.

The activities outlined in Item IV for each phase of the Construction Program Managers services RFP are all typical services provided by TCU and are specifically identified in the Program Management plan.

Contingency Planning

Every project has its share of challenges, unforeseen issues and mistakes that can have significant impact on schedules, budgets and project success. It is how a team reacts to the inherent challenges that determines the actual impact those challenges will have on a project.

TCU's management approach is very assertive and firmly believes that proper planning and preparation are the keys to overcoming the project challenges. That is why TCU commits the time required to properly develop the Management Plan and the Master Schedule, to get all of the appropriate parties to accept the requirements of the planning documents and to develop the "team" approach so that when the changes arise they are faced by the entire team, not just the responsible party.

TCU firmly believes in the "no surprises" management approach. When issues arise, no matter how big or seemingly insignificant, the entire team needs to be made aware so, that as a team, the issue can be addressed in the most effective and efficient manner for the project and the Owner.

Quality Control

TCU believes that Quality control starts day One! The quality of the planning and preparation leads to quality design decisions, quality design decisions lead to quality plans, quality plans lead to competitive contractor pricing and minimum unforeseen construction coordination issues.

Experienced and knowledgeable personnel providing the construction administration and observation services by the Owner's Representative provide an additional level of construction quality assurance.

Again, the most important aspect of Quality control is the team effort from start to finish because no one party has complete control or responsibility for a quality project. It is TCU's responsibility as the Construction Program Manager to develop the "teamwork" performance model among all of the parties to insure that the Owner receives a quality project on time and within budget.

Matthew Akin, Ed.D.
Superintendent

**BOARD OF EDUCATION**

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Walker McGinnis, V. President - District 4
Beth Wilder, 3rd Presiding Officer - District 2
Michelle Watkins - District 1
Pam Hill - District 5

March 27, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Mr. Downes,

Please accept this communication as a formal recommendation of TCU Consulting, Inc. (TCU) for their proficiency in services including, but not limited to; program management, construction administration, contract negotiation, and litigation support.

Since May of 2012, TCU has been engaged to provide each of the aforementioned services for the Huntsville City Board of Education. During the course of performance, TCU and its personnel have demonstrated high levels of ability, versatility, professionalism and consistency.

TCU continues to play an integral role in the planning and execution of the District's \$290,000,000 capital program, and it is my intention that their involvement with our construction efforts continue until the last ribbon is cut. I consider Ken Upchurch a trusted advisor, which is of vital importance when considering the significance of the capital undertaking in Huntsville. I can attest to the fact that this sentiment is shared by the District's Directors of Operations and Construction.

In the event that you have any questions or concerns regarding this recommendation, please feel free to contact me directly (256) 763-1175.

Sincerely,

Jason W. Taylor CPA, CGMA
Chief Financial Officer
Huntsville City Board of Education

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(256) 428-6800

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**HUNTSVILLE CITY
SCHOOLS**
Where Young Futures Take Flight

Matthew Akin, Ed.D.
Superintendent

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March 29, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mr. Downes,

It is with great pleasure that I write this letter of recommendation for TCU Consulting Services, Inc. and their staff. I have had the privilege of working with TCU as the Director of Construction and Renovation as well as, the head of Huntsville City Schools Energy Management Program. While here at HCS, I have worked with several individuals from TCU Consulting, and would like to highlight a few key personnel in the TCU organization. The TCU Team is a very cohesive group that work well together bring their wide array of diverse talents together for our success.

Andy Bernard is the Program Director for the TCU Huntsville team, and my “Go-To” guy. He has always been there to give me the straight information I needed to manage our \$291M Capital projects program, as well as he serves HCS as the “Energy Consultant” for our Energy Master Plan from inception through implementation. Andy has the knowledge, and experience, needed to advise HCS with concise, relevant facts which allow me to make good decisions on all of our projects. Andy continues to balance the management of the overall Program Budget, the multiple design entities, the multiple construction projects through the efficient management style with his team. With relation to the energy program, it was Andy who masterminded the award-winning energy master plan that we are currently implementing.

Kevin Overton has been focused of the completion of the first of two large high schools in HCS’ capital projects program, Jemison High School. This 340,000-sf building sitting on 62 acres has been a very large project for HCS which Kevin has been instrumental in managing all aspects from design, bidding, construction, and our extensive building occupancy process. His eye for detail and constant efforts to get the project completed, have led him to be an extremely valuable resource that I count on every day. Kevin’s experience as a project manager allows him to interface with contractors, sub-contractors, design team and HCS to facilitate a successful

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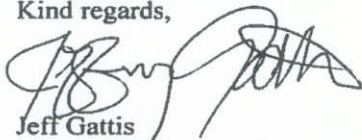
completion of a \$75M construction project. Without his guidance, we would be struggling to finish this project.

Robert Brown has been an instrumental asset to me as a technical resource within the TCU team. His vast experience as an Architect, and a project manager, has proven that there is no issue out there that he has not seen. Robert researches the issue, relies upon his knowledge of construction, construction management, and construction materials to advise me on possible solutions to the root problem. Robert has saved HCS time, money, and heart-ache on countless issues which we have thrown at him. He has yet to encounter an issue that he cannot quickly find solutions. Robert is an invaluable member of our team.

Raynor Boles has many talents which he brings to the table; working with our consultants to help craft the re-zoning of our district, classroom capacity analysis issues, and helping the district navigate the Department of Justice Consent Order. Raynor's understanding of demographics and building capacities has helped HCS create a clear and concise plan that has been a vital part of our process toward Unitary Status. He is very focused on how HCS understands building capacities, allowing us to navigate the waters of the DOJ Consent Order with a clear understanding of our responsibilities. His guidance and ability to work with demographer has provided a clear plan that we will follow throughout this DOJ process. Raynor has successfully managed many of our smaller projects from design through construction.

Ken Upchurch, and his team, have guided me through all aspects of our current capital program and without hesitation I would recommend them to anyone considering them for their program management consultant team. They have been strategic advisor, mentor, and friend to me on all of my projects at Huntsville City Schools. Please feel free to contact me at Jeffrey.gattis@hsv-k12.org, or 256-527-5159, for any additional information or further discussions about Ken and his TCU team.

Kind regards,



Jeff Gattis
Director of Construction and Renovation
Huntsville City Schools

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(256) 428-6800

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March 27, 2017

My name is Tracy Richter, President of Cooperative Strategies Inc., formerly known as DeJONG-RICHTER. Our company is a national educational facilities planning firm focused on K-12 educational facilities planning, demographic analysis and GIS services. Our firm has worked in 48 States and with several hundred school districts across the country. I start with this only to tell you that our company has the opportunity to work with many firms serving the K-12 industry across the country and I am proud to say that TCU Consulting is a firm we are honored to call our partners and had the pleasure to work with work with for nearly 12 years.

I am writing this specifically as a letter of recommendation for Mr. Andy Bernard and Mr. Raynor Boles of TCU Consulting. Andy and Raynor have both worked on projects with our firm not only in Alabama but in other States providing master planning and consulting services. Both of these gentleman have always displayed not only the highest quality of work product but have held the highest standards of professionalism as anybody I have been associated with in the industry. This not only comes from my observations but from the words of both my staff and the clients we serve.

I believe that the high quality of work that Andy and Raynor produce is a result of two things; first their commitment to create a better educational experience for all children and second, and I believe most important, is their high quality of character. I have worked side by side with these gentleman for the past six years and have personally experienced both of those characteristics in our day to day work. Their commitment to their clients is second to none and I would recommend both of them and TCU without any reservations.

Thank you for the opportunity to provide this letter of recommendation.

Sincerely,

A handwritten signature in blue ink that reads 'Tracy Richter'.

Tracy Richter,
President, Partner
Cooperative Strategies, Inc.
614.284.2123 (c)
614.526.3072 (d)
trichter@coopstrategies.com



City of **Montgomery**, Alabama

OFFICE OF THE MAYOR
Todd Strange, Mayor

Post Office Box 1111
Montgomery, Alabama
36101-1111

PH 334.625.2000
FX 334.625.2600

March 28, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Dear Jeff:

We are delighted to present this letter of recommendation on behalf of TCU Consulting Services, LLC. The City of Montgomery is moving in a direction of growth and vibrancy in which we take great pride. TCU Consulting Services, LLC has been a substantial partner in this process.

In the past several years, TCU, LLC has acted as the City of Montgomery's owner representative on more than 10 major projects totaling in excess of \$75 million dollars. These projects include:

- City Hall renovation
- Cramton Bowl Stadium
- The Multiplex at Cramton Bowl
- Emory Folmar Soccer Complex
- City of Montgomery Customer Service Center
- Montgomery Police Department Driving & Training Facility
- Park Crossing Connector Road

The excellent work and exceptional service alone would merit my recommendation. However, the continued relationship that the City of Montgomery and TCU, LLC maintains after a project is complete is an attribute that cannot be valued.

I feel strongly that the City of Vestavia Hills would benefit greatly having TCU Consulting Services, LLC as their Community Spaces Program Management Consultant.

Yours very truly,

Todd Strange

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William T. Hutto, Jr., Ph.D.
J. Terry Jenkins, Ed.D.



ADMINISTRATION
Dr. Karen T. DeLano, Superintendent
Dr. Dennis Veronese, Assistant Superintendent
Dr. Cristen P. Herring, Assistant Superintendent

March 27, 2017

Mr. Jeff Downs, City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Re: TCU Consulting Services, LLC
Construction Program Management Consultants

Dear Mr. Downs:

It is my pleasure to recommend TCU Consulting Services, LLC, for consideration to serve the City of Vestavia Hills as your Construction Program Management Consultant.

TCU Consulting Services has been working with Auburn City Schools to provide a Comprehensive Assessment of student demographics, build out analyses, enrollment projections, educational specifications and programming for a new high school and a new elementary school. They are also providing services for determining the needed renovations on other school facilities. This work was done to assist us in the planning process for the most efficient and economical use of capital dollars.

The Auburn City Schools district is one of the fastest growing systems in the state of Alabama. All of the work that the team at TCU has done has been on a very tight time frame to meet the district's planning needs. Their work products have been used to inform the community of our needs and the planned uses for the additional funding needed to implement our capital plans. We will be opening the new high school in August of 2017 and are very proud of the facility.

TCU has done everything they contracted to do and more to ensure that Auburn City Schools is receiving the information and services we need to implement our capital plan.

TCU receives our highest recommendation for their Construction Program Management services.

If you have any questions about TCU's performance, capabilities or staff, please give me a call to discuss.

Sincerely,

Karen T. DeLano
Superintendent

Matthew Akin, Ed.D.
Superintendent



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Beth Wilder, 3rd Presiding Officer - District 2
Michelle Watkins - District 1
Pam Hill - District 5

March 29, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Dear Mr. Downes:

As Director of Operations for Huntsville City Schools, I write to you today with great respect and admiration for the first class services and support that Ken Upchurch and TCU Consulting Services, LLC have provided to this district since 2012. After working with Ken and his team over the past five years, I can think of no better partner in capital planning, program management, and other analytic and consulting services related to facilities operations. I offer you my most enthusiastic and heartfelt recommendation for TCU as you consider the company as a potential program management partner.

I met Ken only a week after joining the Huntsville City Schools team in July, 2012. TCU was already working with the district in facilities condition assessment as a precursor to the development of a five-year, 200 million dollar capital plan. Coming to the district as a retired U.S. Army Lieutenant Colonel with 27 years of multifunctional logistics leadership experience, I was immediately impressed with Ken's personal, continuous, and dialectical teaching, coaching and mentoring of both my team and his, leveraging his broad and deep experience with and success within Alabama's complex socio-political, economic, and educational landscape to achieve the desired results in both process development and program execution. I and my team have learned much from Ken, and the impact of his mentorship to the district staff and the processes that have resulted from that mentorship will outlast even the buildings themselves.

Throughout the years of weekly operational level meetings with me and the Chief Financial Officer, the monthly in-process reviews for the Superintendent, and periodic public presentations to the Board of Education and school communities, I have most sincerely appreciated Ken's willingness to articulate his best professional advice with complete candor, and stand by the Superintendent's final decisions on program azimuth as if they were his own.

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As we now near the end of our ambitious capital plan, I reflect with total satisfaction on the end results. Standing before two new high schools, one new junior high school, two new P-8 schools, one new elementary school, one substantial elementary school renovation (the addition of a new classroom wing), one total building renovation (a new theater and total classroom renovation for our Academy for Academics and Arts P-8), and one high school Freshman Academy building, I state with complete confidence that no other company than TCU could have brought our paper and pencil vision to brick and mortar reality within designated resource parameters and within the designated time frame with the same sense of total commitment to the strategic vision of the district. Ken's ability to weld architects, construction companies, district staff, and the school communities themselves into a unified family has ensured that each completed school reflects the unique character of the constituency it serves, while also reflecting the overarching values of the district itself.

When I arrived in 2012 as the Operations Director, I constructed the Directorate mission statement around the commitment to create and maintain holistically sustainable learning environments which enable all students to maximize their learning opportunities. Ken Upchurch and TCU Consulting Services, LLC have embodied that commitment, personifying it in everything they have done and are currently doing for Huntsville City Schools. I am sure they will do the same for you, and invite you to contact me at Jeffrey.wilson@hsv-k12.org, or 256-428-8346, for further conversation if you have any questions. Thank you for considering my comments in your decision making process.



Jeffrey S. Wilson, Ed.D.
Director of Operations
Huntsville City Schools

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Matthew Akin, Ed.D.
Superintendent

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Pam Hill - District 5

March 27, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

Mr. Downes,

Please accept this communication as a formal recommendation of TCU Consulting, Inc. (TCU) for their proficiency in services including, but not limited to; program management, construction administration, contract negotiation, and litigation support.

Since May of 2012, TCU has been engaged to provide each of the aforementioned services for the Huntsville City Board of Education. During the course of performance, TCU and its Huntsville staff (specifically; Mr. Andy Bernard, Mr. Kevin Overton, Mr. Robert Brown and Mr. Raynor Boles) have demonstrated high levels of ability, versatility, professionalism and consistency.

TCU continues to play an integral role in the planning and execution of the District's \$290,000,000 capital program, and it is my intention that their involvement with our construction efforts continue until the last ribbon is cut. I consider Ken Upchurch a trusted advisor, which is of vital importance when considering the significance of the capital undertaking in Huntsville. I can attest to the fact that this sentiment is shared by the District's Directors of Operations and Construction.

In the event that you have any questions or concerns regarding this recommendation, please feel free to contact me directly (256) 763-1175.

Sincerely,



Jason W. Taylor CPA, CGMA
Chief Financial Officer
Huntsville City Board of Education

Post Office Box 1256 ♦ Huntsville, Alabama 35807-4801
(256) 428-6800

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MPS Mission: To Engage, Educate and Inspire our students to succeed in college, career and beyond!

March 30, 2017

Mr. Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

March 30, 2017

Dear Mr. Downes:

Montgomery Public Schools (MPS) has been in relationship with TCU Consulting for a number of years. The company has managed the majority of the construction projects initiated by the system to include small additions as well as large high schools. We have been very satisfied with the outcomes regarding timely completion and concluding with-in budget.

TCU's commitment to ensuring satisfaction has been commendable and reliable. MPS staff is invited to the table for updates and to receive timely answers to question that may arise. The company makes routine reports to the board about the progress that is being made. They also make known obstacles that may arise and provide viable options for next steps.

The expertise of the TCU staff is assuring to MPS staff and the school board that our goals are confidently being met. We always look forward to a quality product that is sure to benefit our students, school system, and the community.

Should you need additional information, I invite you to contact Mr. Donald Dotson, Assistant Superintendent of Operations at 334-223-6750 or call me directly at 334-223-6710.

Sincerely,

Margaret Allen
Superintendent
Montgomery Public Schools



TCU CONSULTING SERVICES, LLC

TCU Consulting Services, LLC appreciates the opportunity to submit our Proposal for the Capital Projects Program Management Services associated with the Community Spaces Plan. We look forward to working with the City of Vestavia Hills.