

**Vestavia Hills
City Council Agenda
June 12, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – David Harwell, Vestavia Hills Resident and Member of Vestavia Hills United Methodist Church
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
 - a. Approval of Minutes – May 15, 2017 (Regular Work Session) and May 22, 2017 (Regular Meeting)

Old Business

8. Resolution Number 4950 – A Resolution Authorizing The City Manager To Allocate Funding Within The General Fund Budget For Fiscal Year 2016-2017 In Order To Cover Landfill Fees And Hauling Cost (*public hearing*)
9. 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*)

New Business

10. Ordinance Number 2721 – Annual Jefferson County Tax Levy
11. Ordinance Number 2722 – Annual Shelby County Tax Levy
12. Resolution Number 4952 – A Resolution Amending The Vacation And Sick Leave Usage Policy For Full-Time Employees Of The City Of Vestavia Hills, Alabama
13. Resolution Number 4953 – A Resolution Granting A Power Easement Adjacent To Vestavia Hills Elementary School-Cahaba Heights
14. Resolution Number 4956 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With The Birmingham Swim League

New Business (Unanimous Consent Requested)

15. Resolution Number 4954 - A Resolution Authorizing The City Manager To Replace A Compressor In The HVAC At The Vestavia Hills Library In The Forest (*public hearing*)

First Reading (No Action Taken At This Meeting)

16. Ordinance Number 2711 – Annexation – 90-Day – 2419 Dolly Ridge Road; Jason and Stefanie Robinson (*public hearing*)
17. Ordinance Number 2712 – Rezoning – 2419 Dolly Ridge Road; Rezone From Jefferson County R-1 (Residential District) to Vestavia Hills R-2 (Residential District); Jason and Stefanie Robinson (*public hearing*)
18. Ordinance Number 2713 – Annexation – 90-Day – 2611 April Drive; Lot 9, Altadena Acres; Charles and Stephanie Langner (*public hearing*)
19. Ordinance Number 2714 – Rezoning – 2611 April Drive; Lot 9, Altadena Acres; Rezone From Jefferson County E-1 (Residential District) to Vestavia Hills E-2 (Residential District); Charles and Stephanie Langner (*public hearing*)
20. Ordinance Number 2715 – Annexation – 90-Day – 3139 Renfro Road; Lot 9, Block 2, South Vestavia Estates; Pamela and Joey Snow (*public hearing*)
21. Ordinance Number 2716 – Rezoning – 3139 Renfro Road; Lot 9, Block 2, South Vestavia Estates; Rezone From Jefferson County R-1 (Residential District) to Vestavia Hills R-2 (Residential District); Pamela and Joey Snow (*public hearing*)
22. Ordinance Number 2717 – Annexation – 90-Day – 2696 Altadena Road; Lot 1A, Resurvey of Lot 1, Altadena Park; Curtis and Lisa Martin (*public hearing*)
23. Ordinance Number 2718 – Rezoning – 2696 Altadena Road; Lot 1A, Resurvey of Lot 1, Altadena Park; Rezone From Jefferson County E-1 (Residential District) to Vestavia Hills E-2 (Residential District); Curtis and Lisa Martin (*public hearing*)
24. Ordinance Number 2719 – Annexation – 90-Day – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates; Matthew and Jessica Jones (*public hearing*)
25. Ordinance Number 2720 – Rezoning – 2470 Dolly Ridge Trail; Lot 5, Block 2, Dolly Ridge Estates; Rezone From Jefferson County E-2 (Residential District) to Vestavia Hills R-1 (Residential District); Matthew and Jessica Jones (*public hearing*)
26. Resolution Number 4955 – A Resolution Authorizing The City Manager To Purchase Additional Handguns For The Police Department (*public hearing*)
27. Citizen Comments
28. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

MAY 15, 2017

The City Council of Vestavia Hills met in a regular work session on this date at 6:00 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Dan Rary, Police Chief
Jason Hardin, Police Captain
Kevin York, Police Captain
Terry Ray, Asst. Fire Chief

Joe Stuckey advised the Council of his desire to build a kiosk detailing the Cahaba River and a trail head at the former Altadena Valley Country Club. He stated that he wanted to do this as his Eagle Scout project. He showed drawings of what he had envisioned.

Mr. Downes advised him to coordinate his efforts with Brian Davis and to be mindful of neighbors in the area and how they feel about workers parking in the areas near their homes.

EXECUTIVE SESSION

The Mayor indicated that the Council needed to go into executive session to discuss pending/existing litigation. Mr. Boone concurred that the Council could go into executive session for this matter. The Mayor estimated the session would last

approximately 20 minutes and other business would follow. He then opened the floor for a motion

MOTION Motion to enter into executive session for discussion of pending/existing litigation for an estimated 20 minutes was by Mrs. Cook. Second was by Mr. Weaver. Roll Call vote as follows:

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

The Council entered into Executive Session at 6:10 PM. At 6:45 PM, the Council exited Executive Session and the Mayor called the work session back to order.

Mr. Downes gave updates on the following:

- Results of inspections at Gold’s Gym.
 - Maintenance – 90% responsibility of the tenant.
 - Roof repairs needed estimated at \$6,000 with City’s portion at an estimated \$390.
 - HVAC would be paid by the tenant.
 - Preventative maintenance at estimated \$22,000
 - Access drive repairs are regulated by easement agreement with CVS. CVS is responsible to initiate repairs and the repair estimates are roughly \$48,000 for the entire easement.
 - Insurance on the property is approximately \$6,000 with *prorata* share of 90% to be paid by tenant.
- Status of conveyance of property to the Board of Education as soon as agreements are made on access and parking.

Mr. Pierce commended Mr. Davis for his work with Republic to get much of the debris picked up around the City and stated that he hoped that they will anticipate pick up in the spring of next year.

Mr. Pierce discussed the selection of a project manager for the Community Spaces project and indicated that he did not participate in the interviews and will abstain from the selection voting.

Mrs. Cook left at 7:07 PM.

There being no further business, meeting adjourned at 7:10 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 22, 2017

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

MEMBERS PRESENT:

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

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

Brian Davis, Public Services Director, provided the invocation, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce welcomed Ben Chambliss and Roger Steur representing the Chamber of Commerce.
- Mr. Head welcomed Kirk McCulley, member of the Vestavia Hills Parks and Recreation Board.

CITY MANAGER'S REPORT

- Mr. Downes noted a standard statement in City RFPs (requests for proposal) and bids: “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.
 - Mrs. Cook stated that this establishes a fair playing field and allows the Council to make a better decision and she would not look favorably on a candidate that contacted her outside of the public interview process.
- Mr. Downes stated the Jefferson County Board of Registrars will be relocating two of our city polling places: Horizon Church will be moved to Shades Mountain Church and New Merkel House to St. Stephens Church. The change will occur until after the upcoming special August Senatorial elections.
- The City Manager stated there has been progress on debris pickup. He indicated that last week there were 72 new requests for debris pickup versus the number from the week before of 154. The number of requests is diminishing and, over that two weeks, they satisfied more than 200 open requests.
- The City Hall will be closed on Monday, May 29, in observance of Memorial Day.

COUNCILOR REPORTS

- Mrs. Cook stated that the Board of Education has called a special meeting for June 12 at 6 PM. The regular meeting will be held on June 28, also beginning at 6 pm.
- Mr. Pierce asked about the splash pad at Sicard Hollow Athletic Complex closing after the day it was opened. Mr. Downes explained that the park opened this weekend and there was a large amount of activity. As people began using the pad, they found, when the splash pad had become saturated with water, the sealant covering the cement became slippery. The city has closed the feature until the problem can be resolved.
- The Mayor stated he attended the Alabama League of Municipalities convention at the BJCC.
- The Mayor stated he also attended Wing Ding last weekend and the event was outstanding. There were 19 teams competing and it was a great experience. He congratulated Leadership Vestavia Hills for planning such a great city event.
- Mr. Pierce stated that he attended the Chamber of Commerce board meeting and announced the 26th annual I Love America night, which will be Thursday, June 29, 2017, with lots of activities for the entire family. He asked everyone to go on the Chamber website to find details.

PROCLAMATION

The Mayor presented a proclamation designating May 21-27, 2017, as Public Services Week. Mr. Downes read the proclamation aloud and presented it to Brian Davis, Public Services Director, Christopher Brady, City Engineer, along with Public Services employees Ronald Jackson and Tim Parrish.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for the month ending April 2017.

APPROVAL OF MINUTES

The minutes of the May 8, 2017 (regular meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of May 8, 2017 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mrs. Cook. Roll call vote as follows:

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

OLD BUSINESS

ORDINANCE NUMBER 2707

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

MOTION Motion to approve Ordinance Number 2707 was made by Mr. Weaver and second was by Mrs. Cook.

Mr. Downes explained that Ms. Nix wishes to run a home business, Sign Gypsies. She has met the standard provisions for a home business license, obtained an approval from Liberty Park Joint Venture and received a positive recommendation from the Planning and Zoning Commission.

Ms. Nix stated that her business is a popular franchise based in Texas. She service places small signs in areas for recognition or celebration.

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

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

NEW BUSINESS

ORDINANCE NUMBER 2709

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

MOTION Motion to approve Ordinance Number 2709 was made by Mr. Pierce and second was by Mr. Weaver.

Mr. Downes explained that Ordinance 2709 and 2710 are related items, with slight differences, but both are to enable the city's purchase of real estate. This bond issue would finance the potential purchase of Gold's Gym and another property adjacent to Wald Park.

Mr. Turner obtained quotes from various banks for interest rates and attorney Heyward Hosch has finalized the terms of the separate warrant issues. Mr. Hosch stated the property is tax-exempt and would constitute a general obligation warrant of the City. The debt can be prepaid at any time and is in standard form.

Mr. Downes stated that both of these debts are amortized against the rental income of the Gold's Gym facility.

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

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

ORDINANCE NUMBER 2710

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

MOTION Motion to approve Ordinance Number 2710 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes explained this is the second request detailed as before.

Mr. Pierce asked if this can also be prepaid.

Mr. Hosch stated that is correct but the loan is not tax-exempt after four years. Mr. Downes explained it could be refinanced to a lower rate if the opportunity occurs.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

Mr. Downes explained that the City was approached by the Board of Education regarding the donation of property for their construction project at Vestavia Hills Elementary Cahaba Heights (VHECH). They are in need of the conveyance of some city-owned property to facilitate expansion of the school. Because of the timing of the project, they have requested immediate action on this ordinance.

The Mayor opened the floor for a motion for immediate consideration and action on Ordinance Number 2708.

MOTION Motion for unanimous consent and immediate consideration and action on Ordinance Number 2708 was by Mrs. Cook. Second was by Mr. Weaver.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2708

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*)

MOTION Motion to approve Ordinance Number 2708 was made by Mrs. Cook and second was by Mr. Head.

Mr. Downes stated that attorneys Whit Covin (representing the City) and Mark Boardman (representing the Board of Education) have worked on the agreement that is attached to the ordinance. He stated further amendments occurred today concerning parking, maintenance and access issues, which required an alternate agreement to be submitted to the City today. Mr. Downes requested consideration of the amended agreement, copies of which were provided in writing to the councilors. The amended agreement has been “red-lined” to show the amendments. Mr. Downes displayed exhibits to show the terms of the amended agreement.

Mrs. Cook stated that one of the benefits of the City’s conveyance of this property would be the ability of the school system to expand parking lanes which should help ease the flow of traffic of the area and minimize backup onto city streets.

Mr. Downes stated it allows a playground area nearer to the school.

Mrs. Cook asked about the buffer areas of the school parking lots. Mr. Downes explained that the plans have not been drawn, but the school has indicated they plan to keep buffers in place and remain sensitive to concerns of surrounding homeowners.

Mr. Downes indicated that the attorneys changed some terminology concerning easements and also future parks and recreation parking, with an option to be exercised within three years.

MOTION Motion to approve Ordinance Number 2708 was by Mrs. Cook. Second was by Mr. Weaver. Roll call vote as follows:

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

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

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

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

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council’s next regular meeting on June 12, 2017, at 6:00 PM.

- 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*)

- 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*)

CITIZEN COMMENTS

Donald Harwell, 1357 Willoughby Road, questioned the Council concerning the City's debt obligations.

EXECUTIVE SESSION

The Mayor indicated that the Council needed to go into Executive Session to discuss the good name and character of an individual. He stated that the Session should take an estimated 30 minutes and there would be no business conducted following the Executive Session. He opened the floor for a motion:

MOTION Motion to move into Executive Session for an estimated 30 minutes to discuss the good name and character of an individual was by Mr. Head and second was by Mr. Weaver. Roll call vote as follows:

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

Mr. Boone stated that the Open Meetings Act allows the Council to enter into executive session under Title 36.25A.7(a)(1), Code of Alabama, 1975.

The Council exited the Chambers and moved into Executive Session at 6:53 PM. At 7:33 PM the Council re-entered the Chambers and the Mayor called the meeting back to order.

At 7:33 PM, Mr. Weaver made a motion to adjourn, seconded by Mr. Pierce. The meeting adjourned at 7:34 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4950

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ALLOCATE FUNDING WITHIN THE GENERAL 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 General Fund 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 General Fund Budget 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 General Funds.

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.

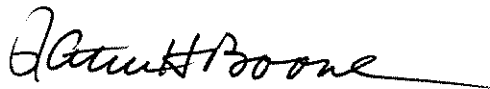
I reviewed the proposed Agreement and exhibits and am of the opinion that the documents meet the requirements of Alabama law. I have no recommendations for deletions or modifications. However, I do recommend that TCU add the following required language to the contract:

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."

(a) In failure to violation alien unl

(b) In determin governm not atten is lawful

(c) Ala political in the en States C

(d) Th from the

(e) An admissib from a ci governm tion of a pursuan court of i determin

(f) An this secti more the

(g) A remit 50 ment wh purposee Homelar Public S

HISTORY
Acts 201

Effective
Acts 201
2011.

Preempte
In a chr bama Tax (H.B. 58), the denial

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

operating or (4) of tl

(3) Gov any depar political s commissio entity con

(4) JUNI World Tra has free tr natory tra

(b) Subjec

contract gov

with a busin

business en

business ent

or doing bus

trade.

(c)(1) This

of subsecti

percent les

(2) This

less than f

(d) Nothin

business wit

enter into a c

HISTORY:

Acts 2016, No

Effective dates

Acts 2016, No

2016.

COMPI

§ 41-16-21. I

(a) Compet

competition e

competitive b

purchase of b

attorneys, ph

other individ

personality of

chool of Fine
Mathematics
, which read:
chool system
n the Penny
vention pro-
ote (b)(3) and
(b)(6); redesign-
nd in (b)(2),
State Super-

es. firms, etc.
cies, etc.

- Duration of

ll have the

deal with a
or, religion,
ased on the
jurisdiction
he targeted

ty company,
ny trade or
legal entity

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.

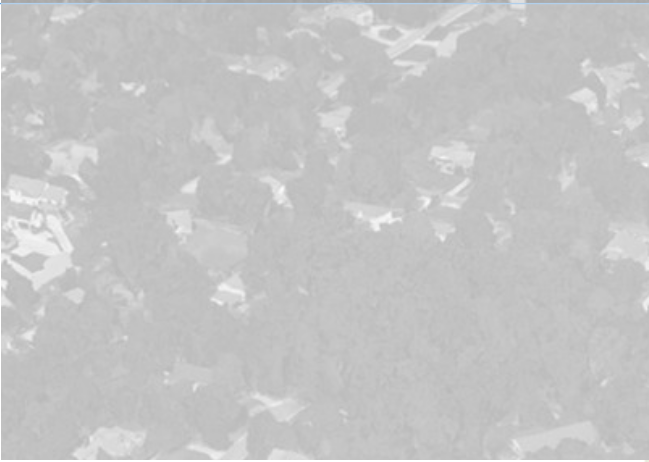
Scope of Services

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 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

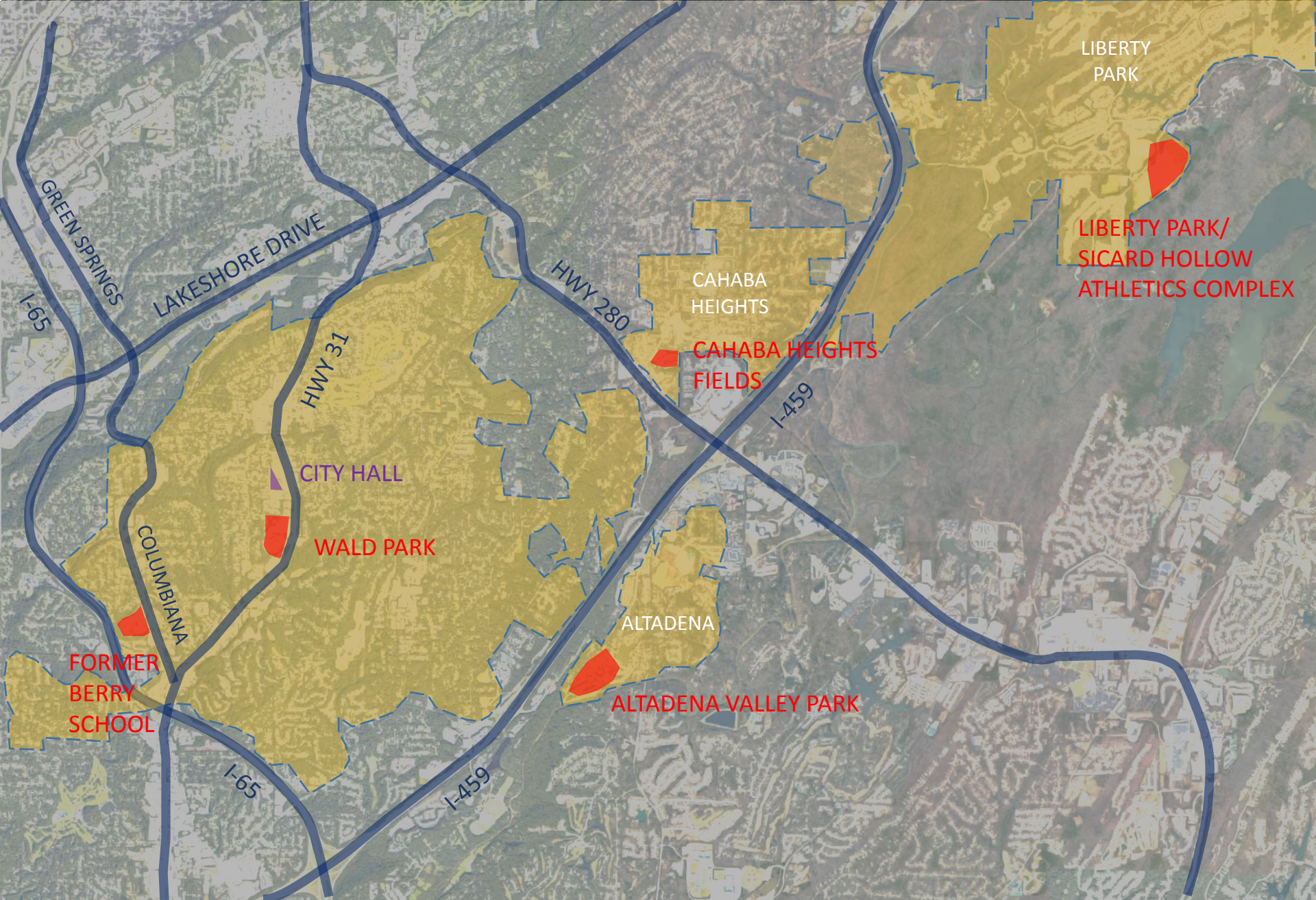
B. Multipurpose Center Option 2

C. Multipurpose Center Option 3

4. Community Center Development

5. Preliminary Budget

6. Appendix



LIBERTY PARK

LIBERTY PARK/
SICARD HOLLOW
ATHLETICS COMPLEX

CAHABA
HEIGHTS

CAHABA HEIGHTS
FIELDS

CITY HALL

WALD PARK

ALTADENA

ALTADENA VALLEY PARK

GREEN SPRINGS

LAKESHORE DRIVE

HWY 280

HWY 31

I-459

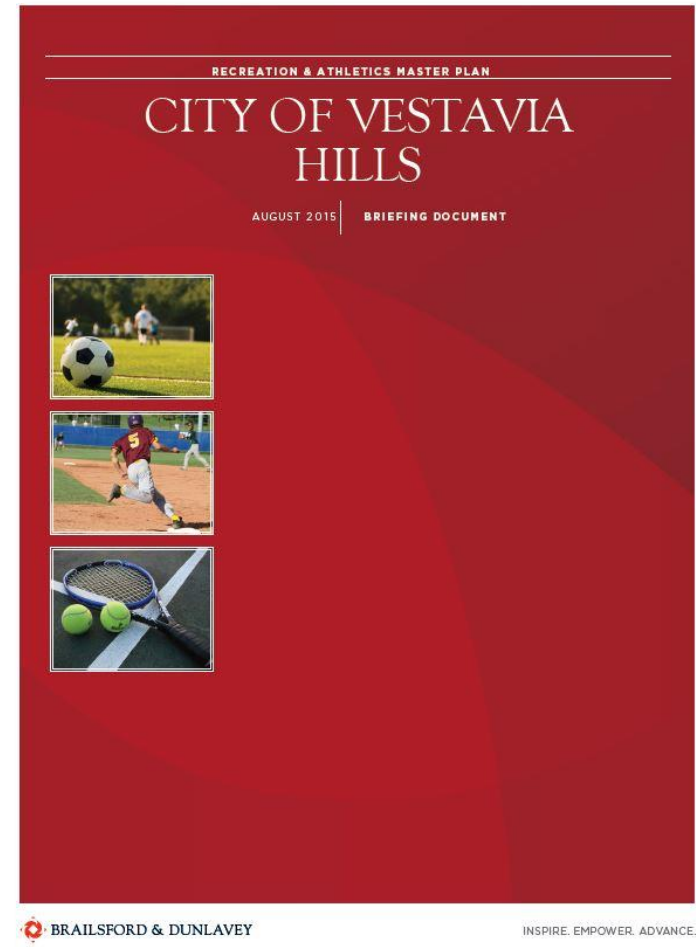
COLUMBIANA

I-65

I-459

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

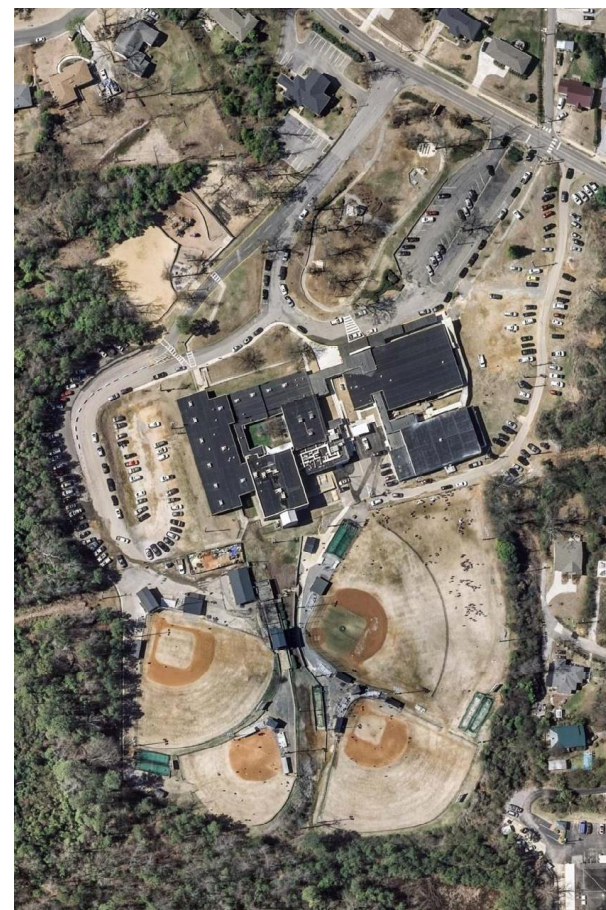


2016 Planning Committee Recommendations

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



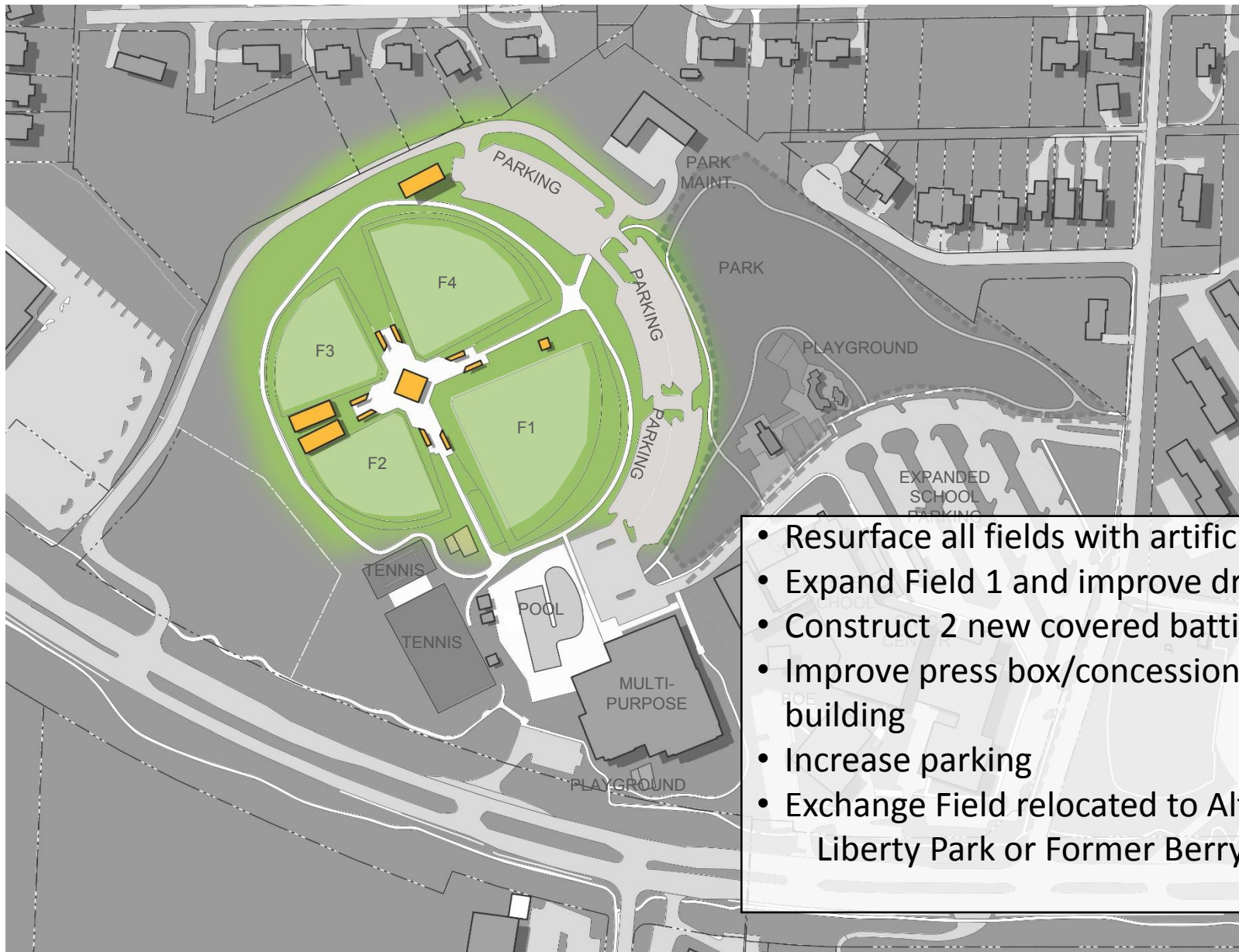
OPTION **1**

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

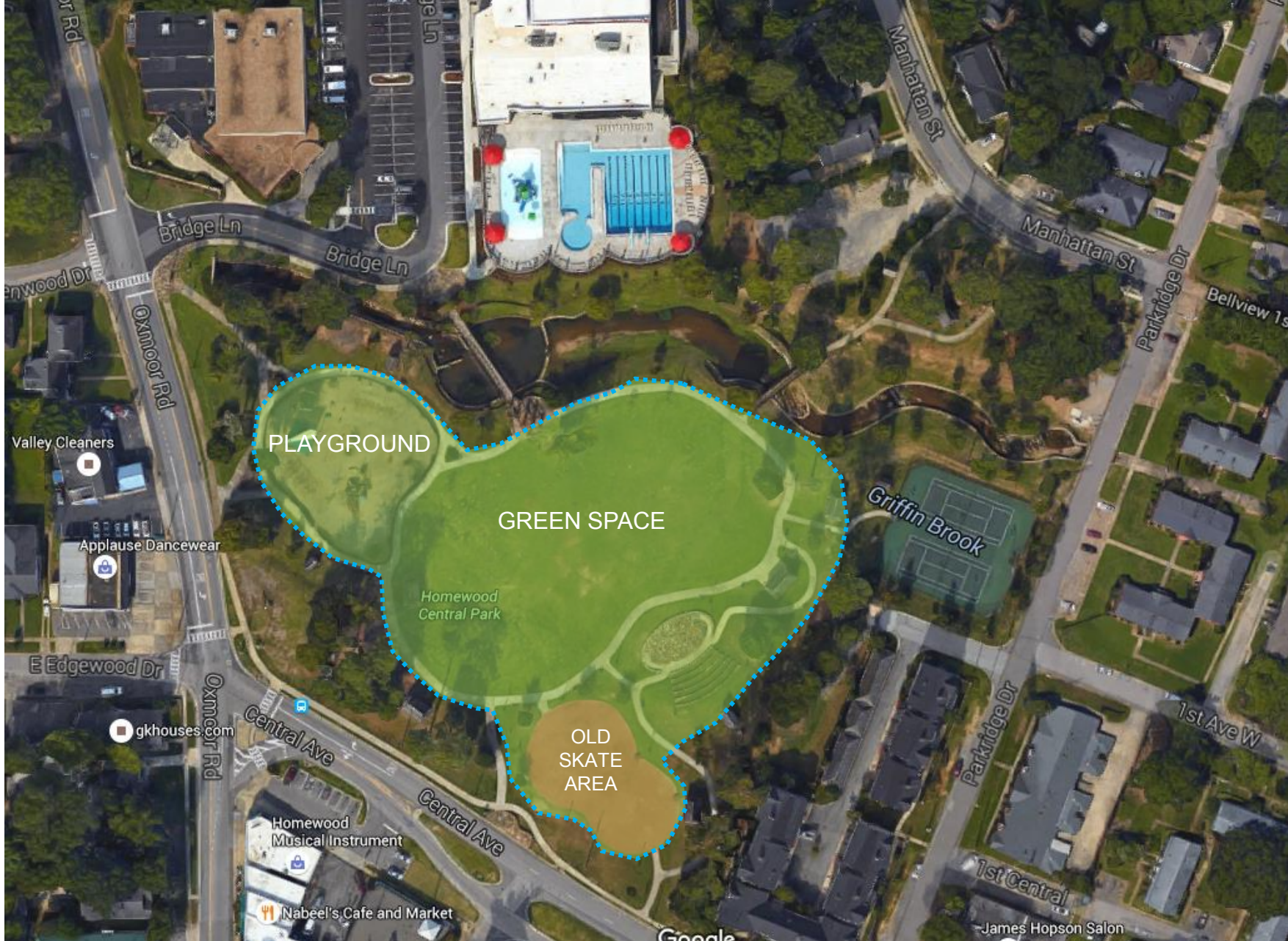


- Create premier park with passive green space, open fields, and walking paths
- Improve play areas
- Improve school and park entry as combined road
- Additional parking at VH West Elementary School and near Premier Park



1 SITE PLAN
OPTION 1





HOMWOOD CENTRAL PARK GREEN SPACE COMPARISON



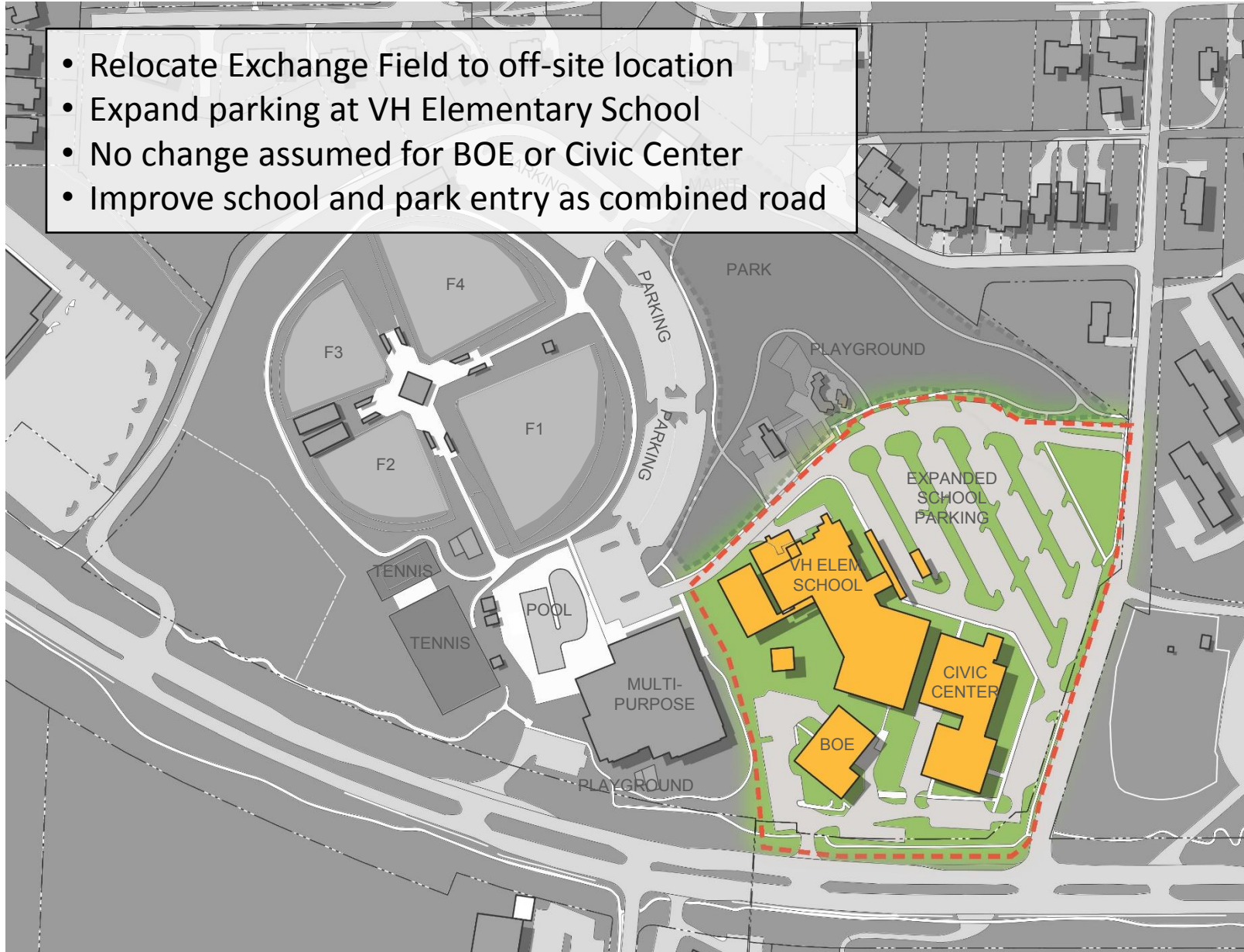
PLAYGROUND

GREEN SPACE

OLD
SKATE
AREA

**HOMWOOD 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



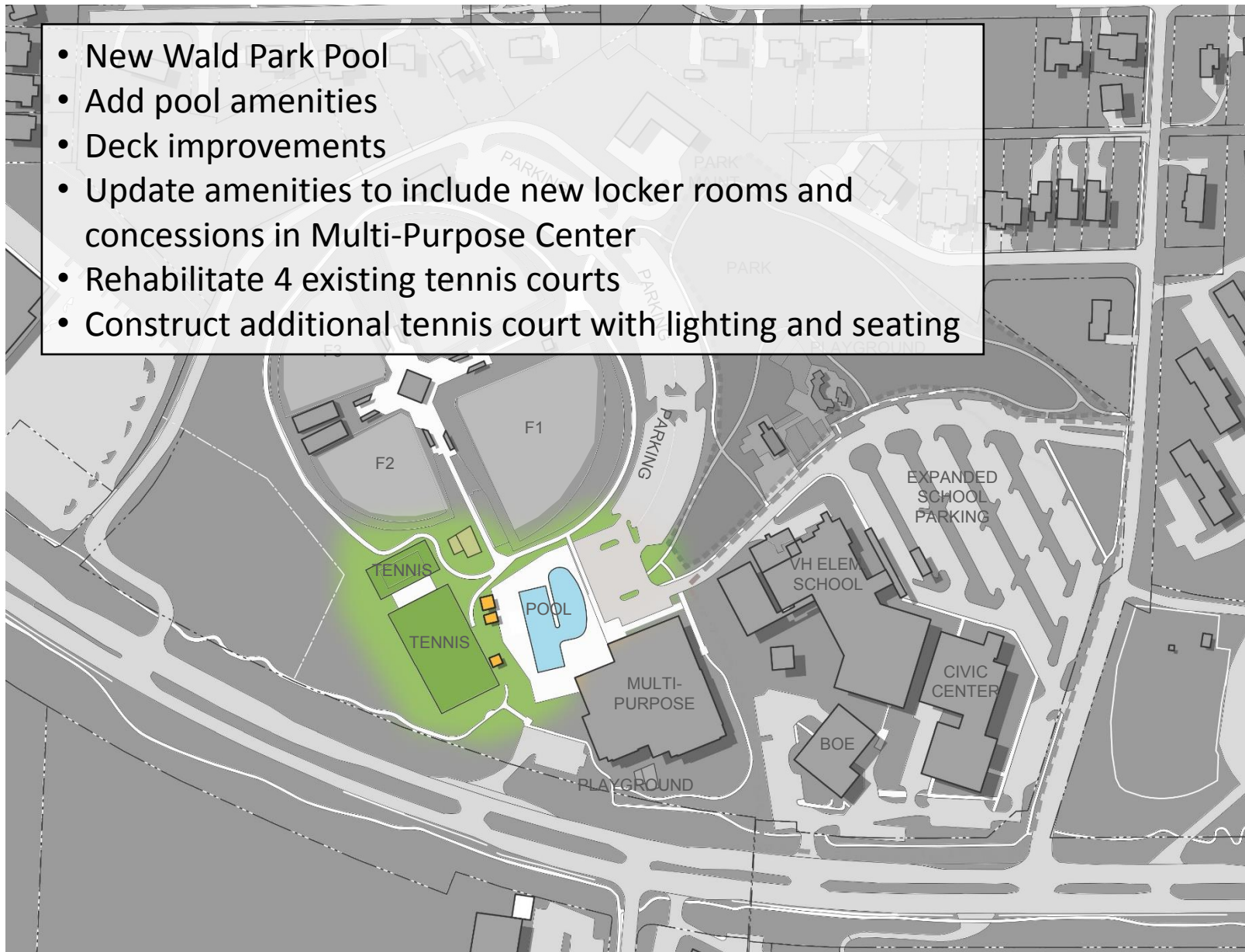
1 SITE PLAN
OPTION 1



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

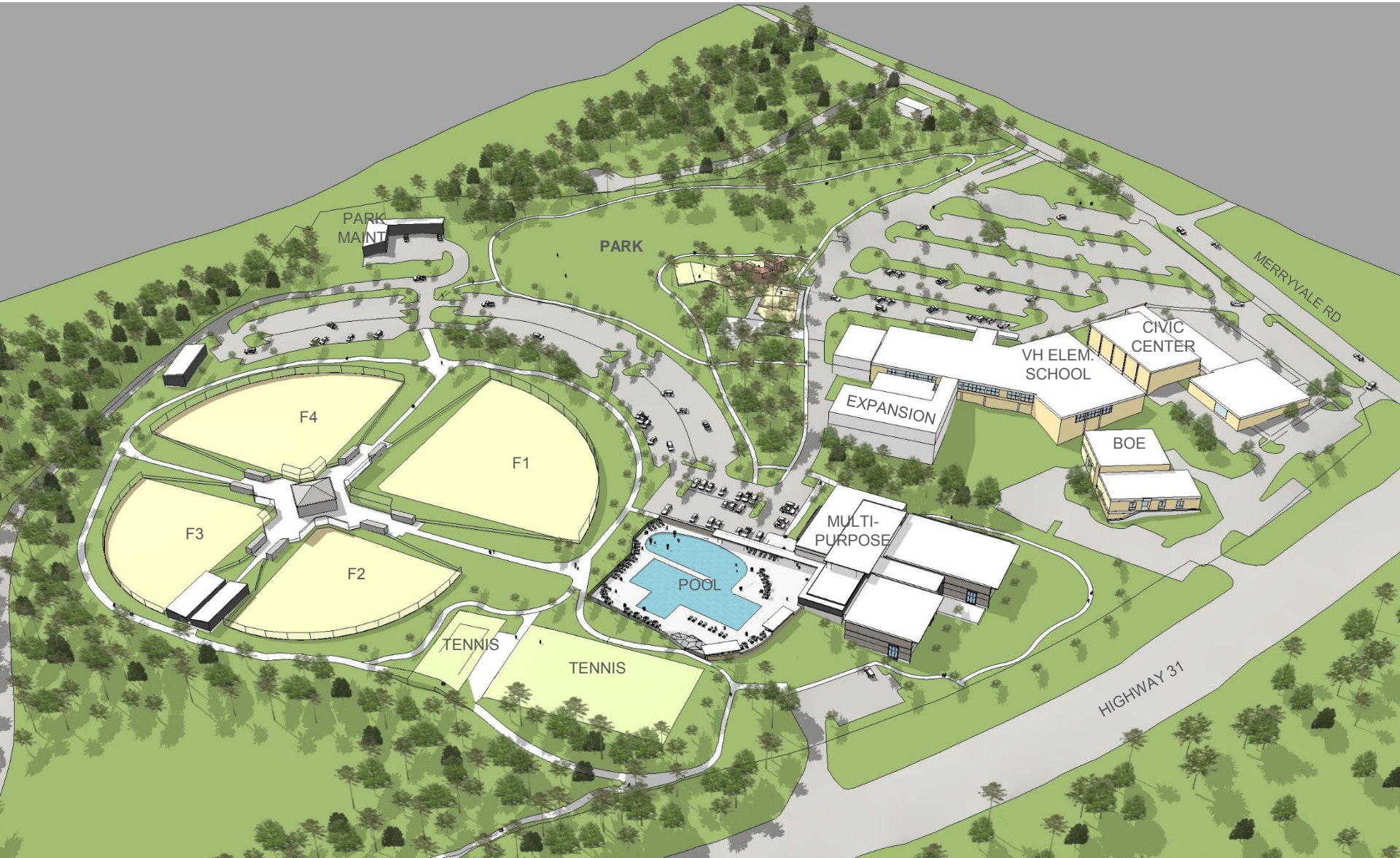


- New Wald Park Pool
- Add pool amenities
- Deck improvements
- Update amenities to include new locker rooms and concessions in Multi-Purpose Center
- Rehabilitate 4 existing tennis courts
- Construct additional tennis court with lighting and seating

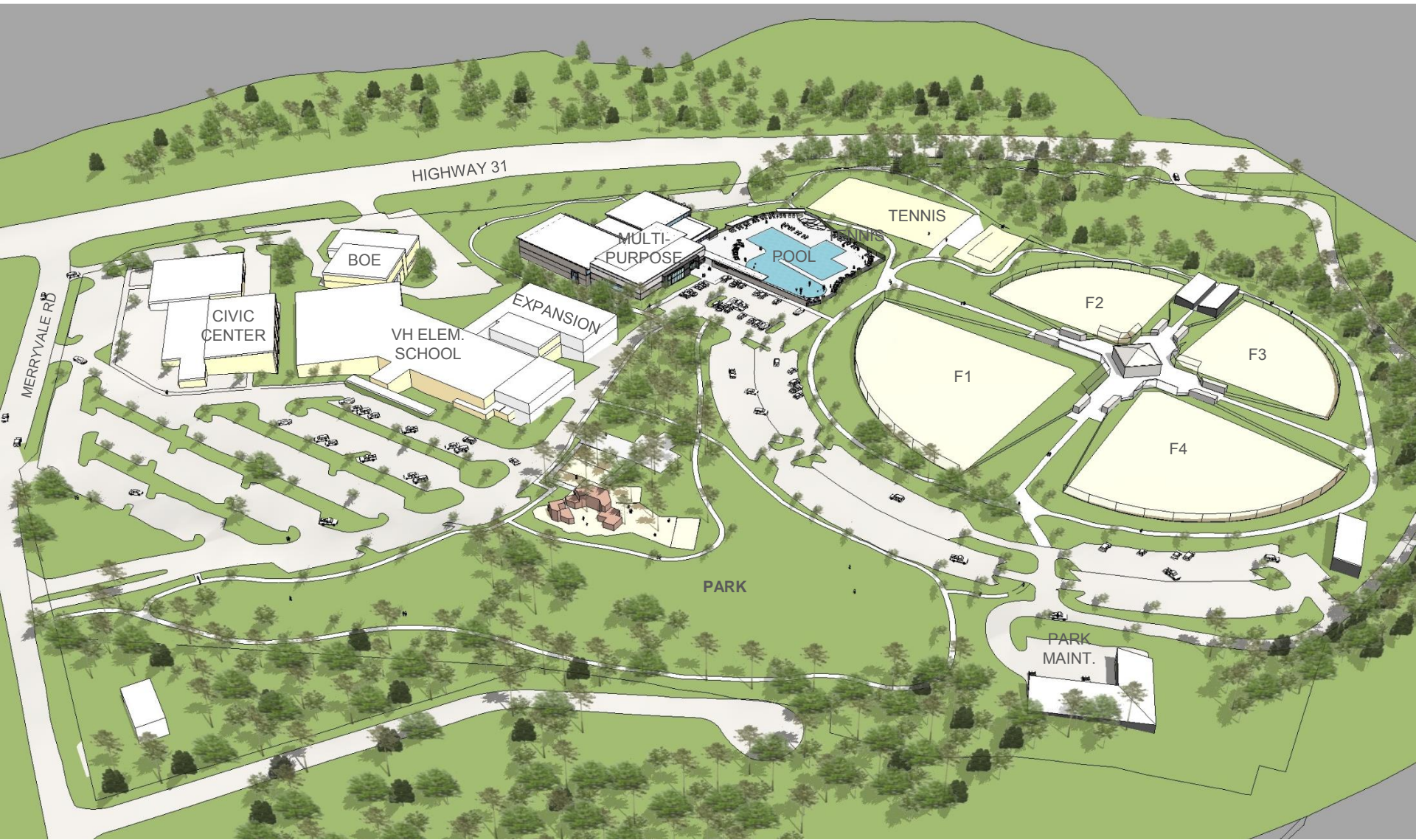


1 SITE PLAN
OPTION 1





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

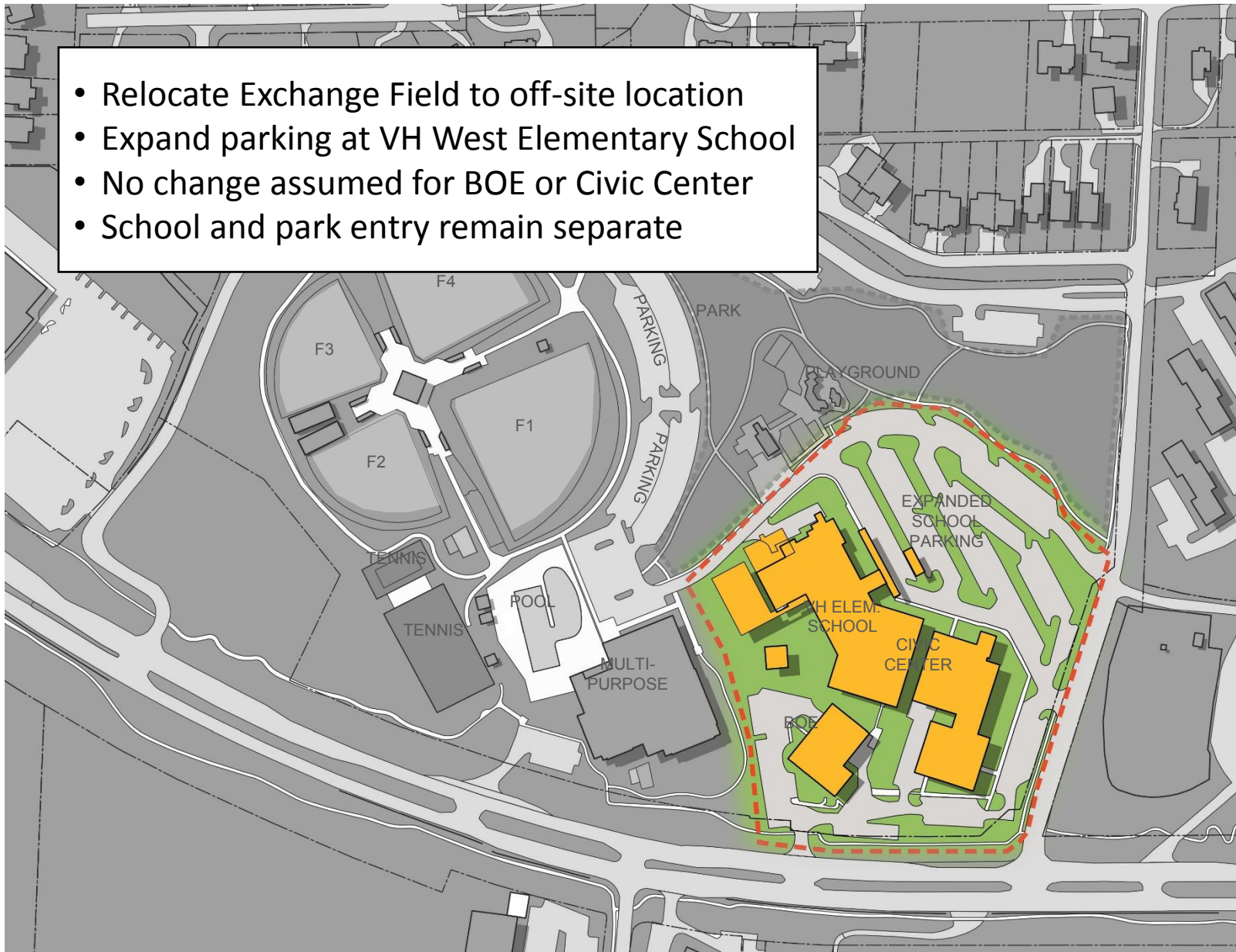




2 SITE PLAN
OPTION 2

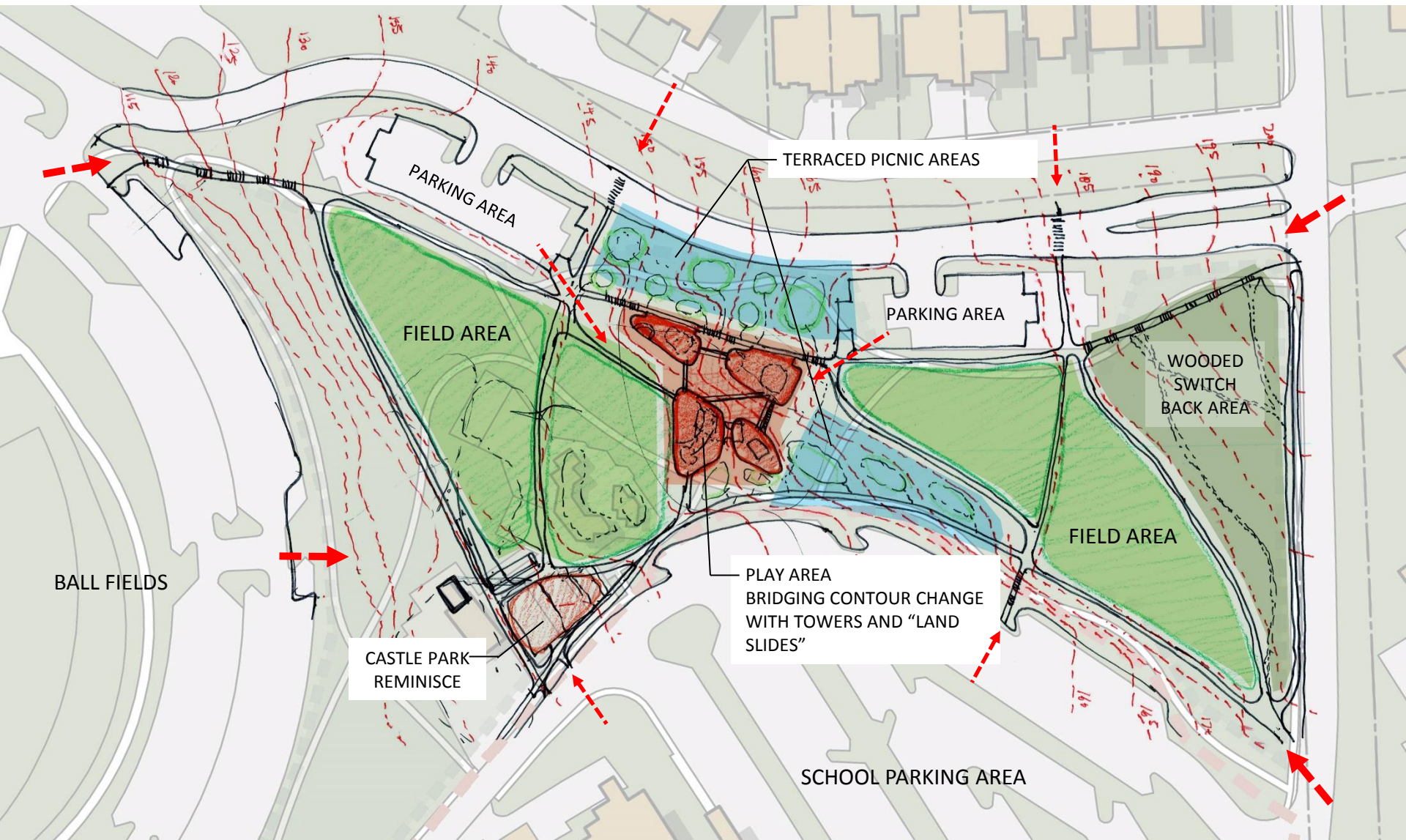


- Relocate Exchange Field to off-site location
- Expand parking at VH West Elementary School
- No change assumed for BOE or Civic Center
- School and park entry remain separate

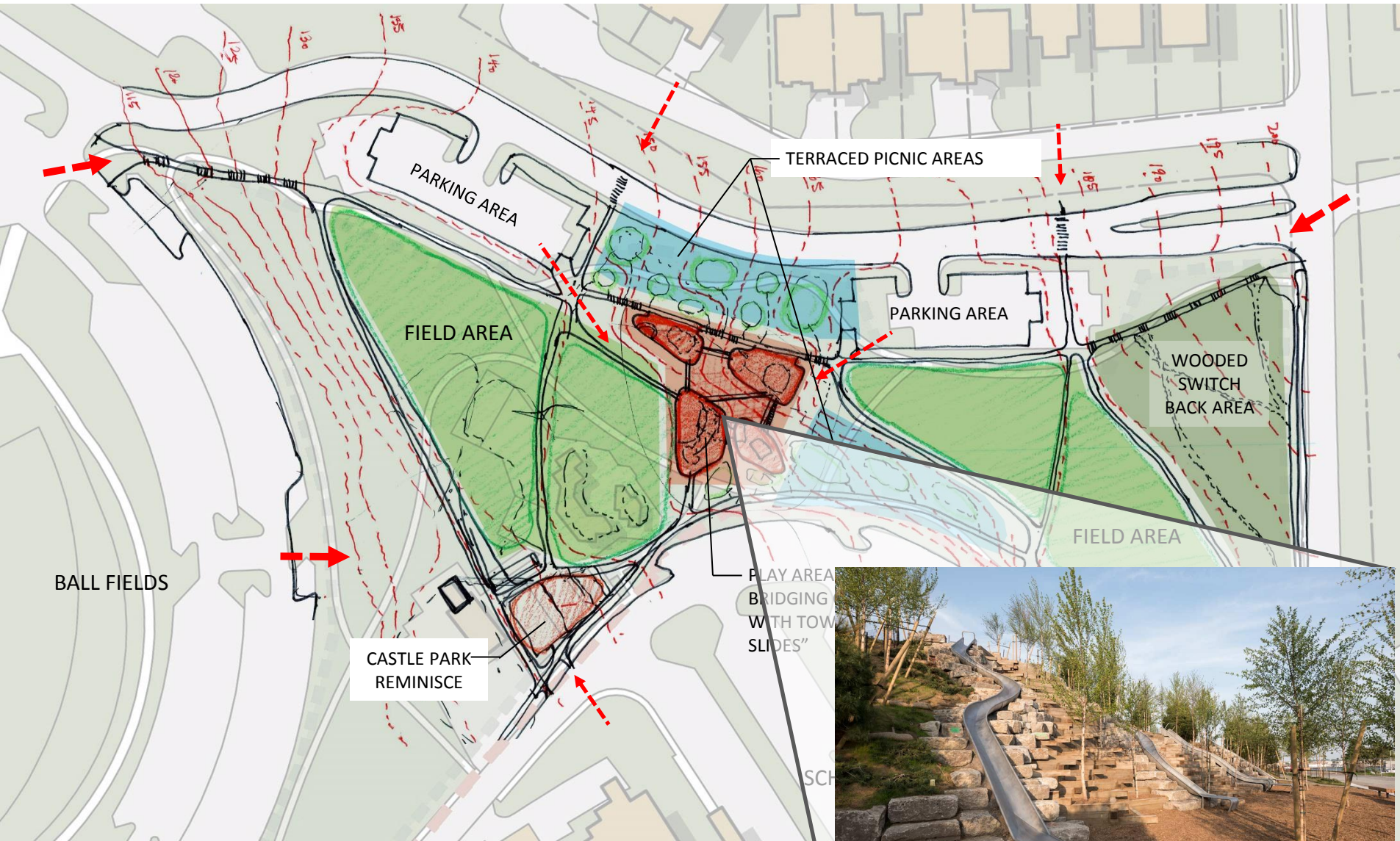


- Create premier park with passive green space, open fields, and walking paths
- Switchback trails for more challenges
- Pedestrian gateway from City Hall and new Community Center to Wald Park
- Improve play areas
- Additional parking at VH West Elementary School and near Premier Park





PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS



PREMIER PARK SKETCH
 ACCESS AND CONTOUR IDEAS



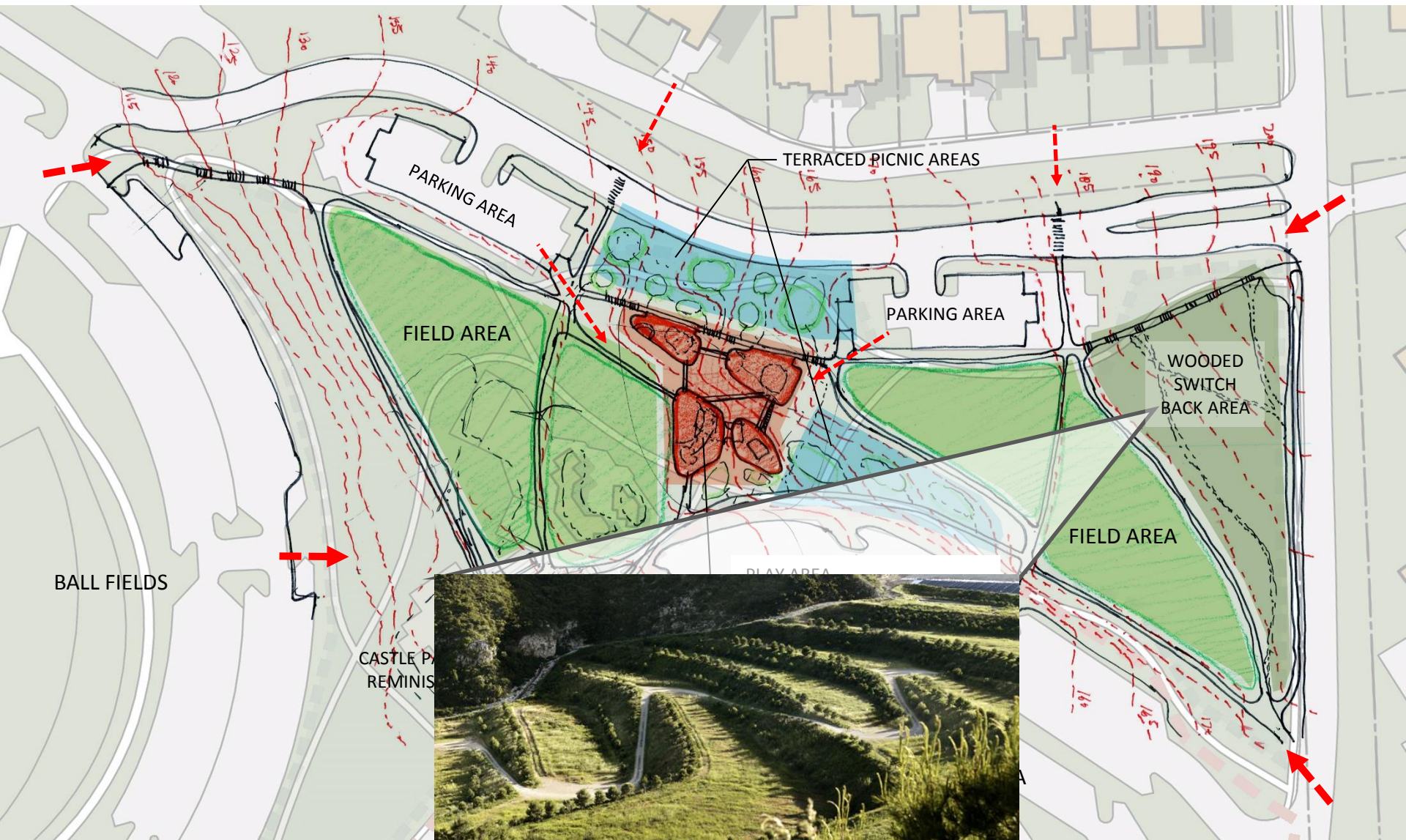
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



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

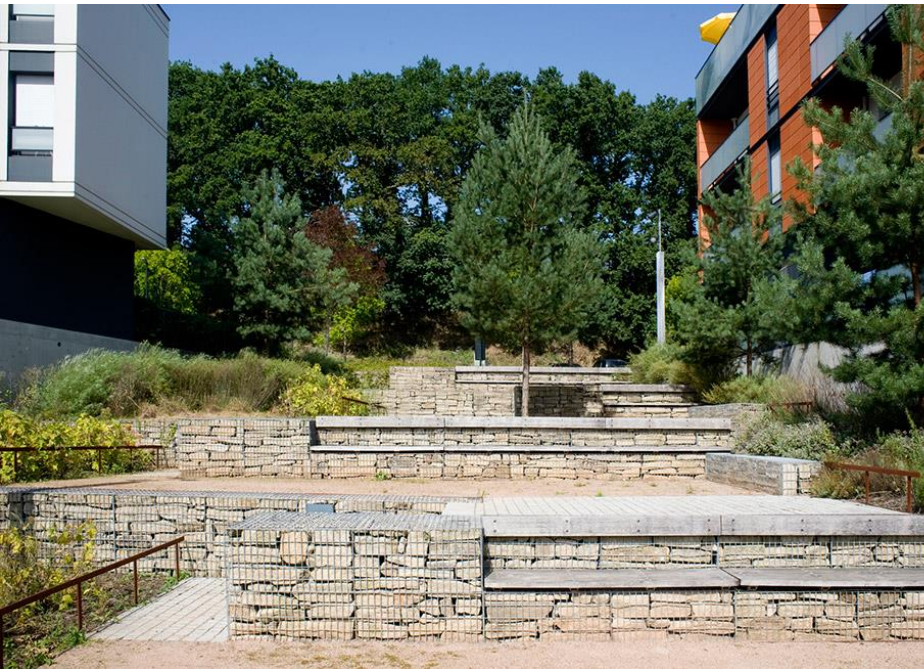


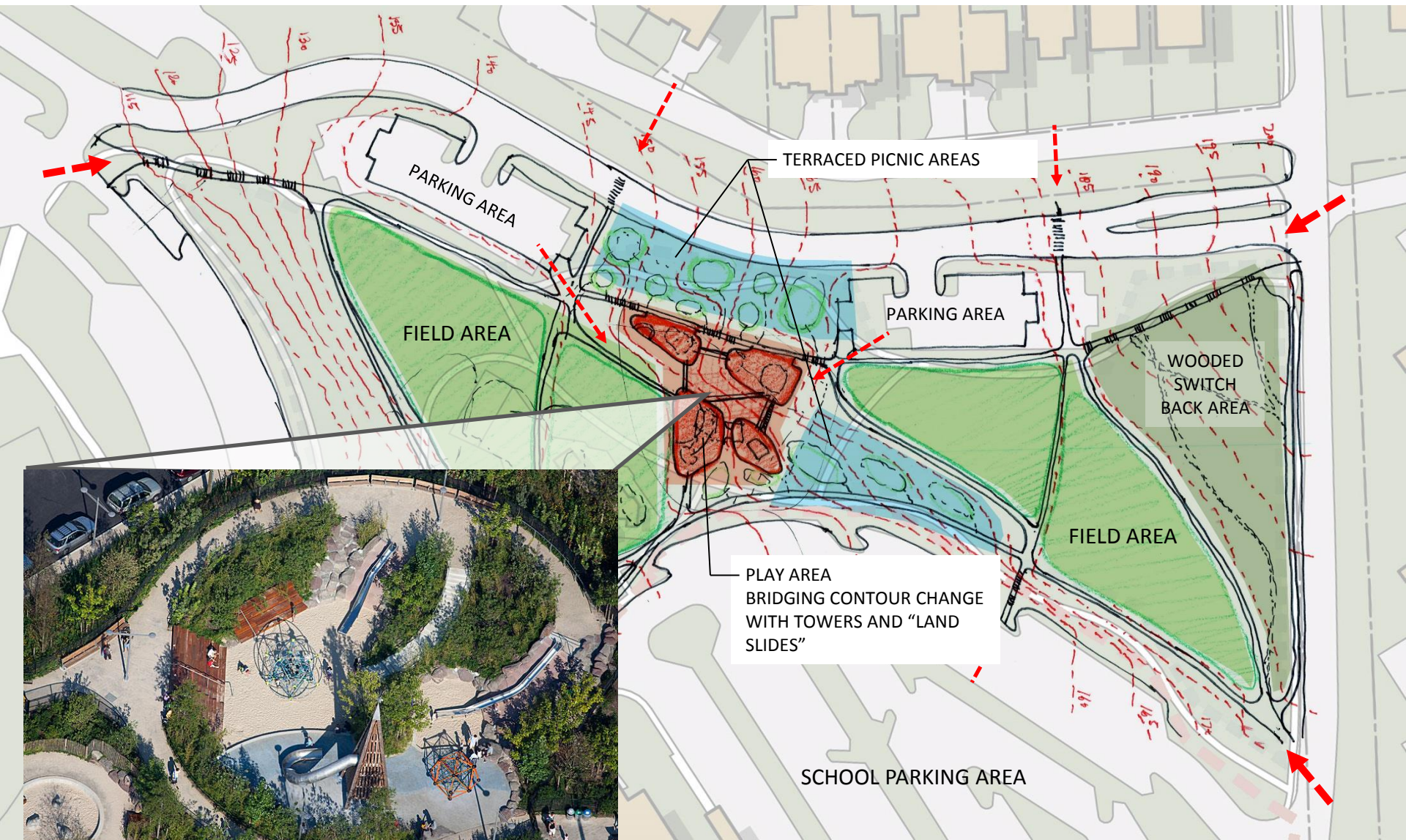
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS







PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS



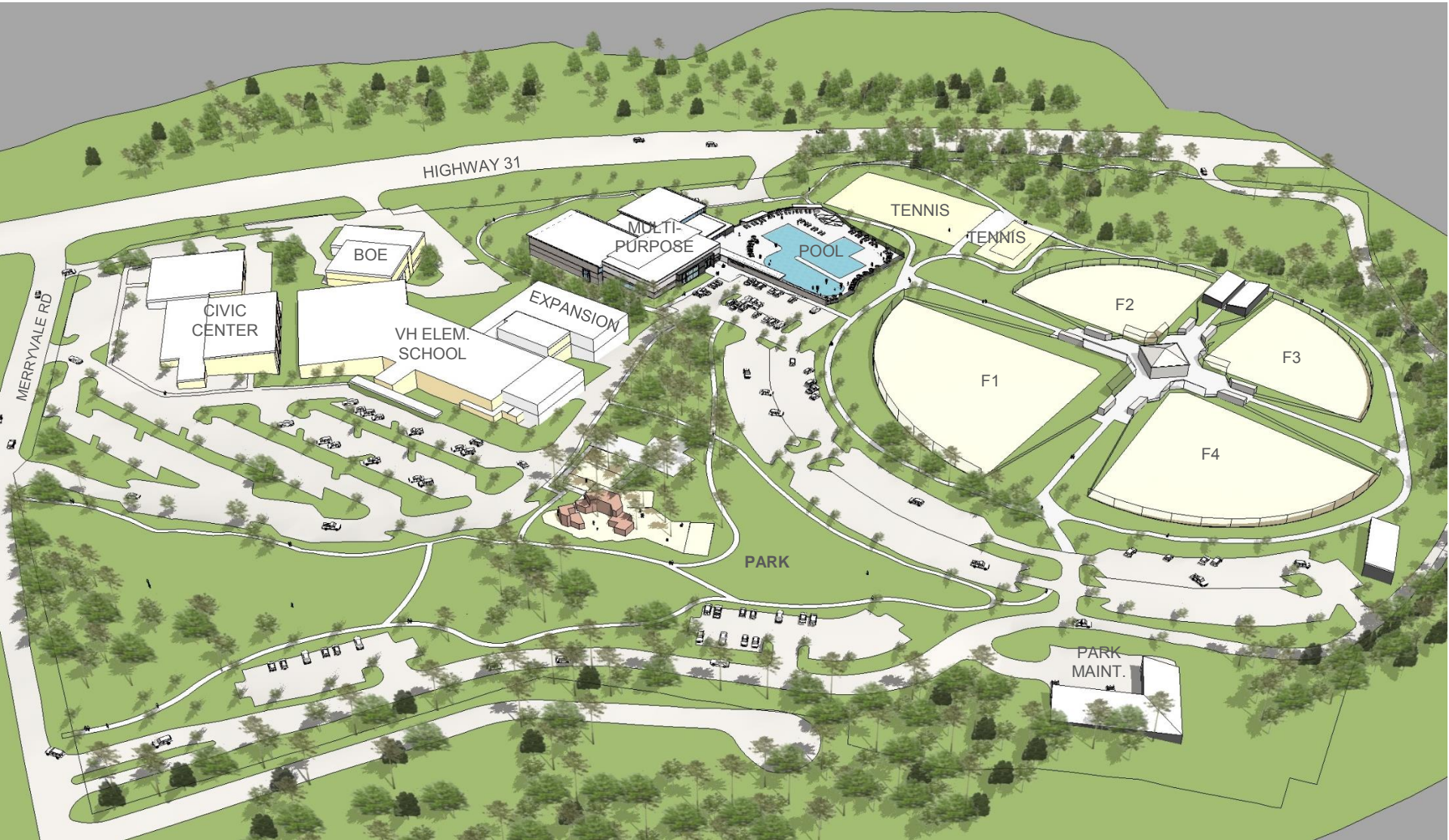
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



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 area with a mix of green spaces and paved areas. In the foreground, there are several baseball fields with brown dirt bases and green grass. To the right, there are tennis courts with blue and red surfaces. In the center, there is a large, rectangular structure that appears to be a pool or a large pavilion. The background shows a residential neighborhood with houses and trees, and a road with a median. 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**

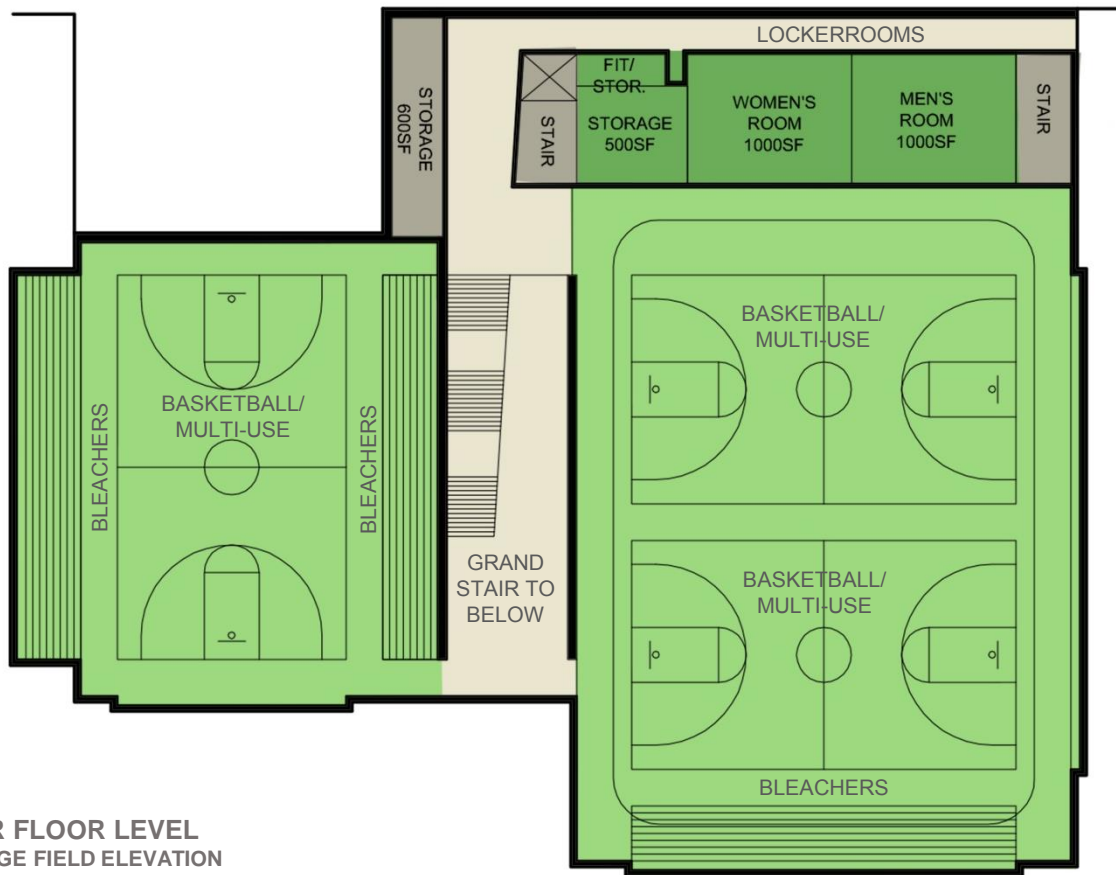
**NO FUNCTIONS
LOCATED OFF-SITE**

1 MULTI-PURPOSE CENTER SITE PLANS OPTION 1

MAIN FLOOR LEVEL – POOL ELEVATION

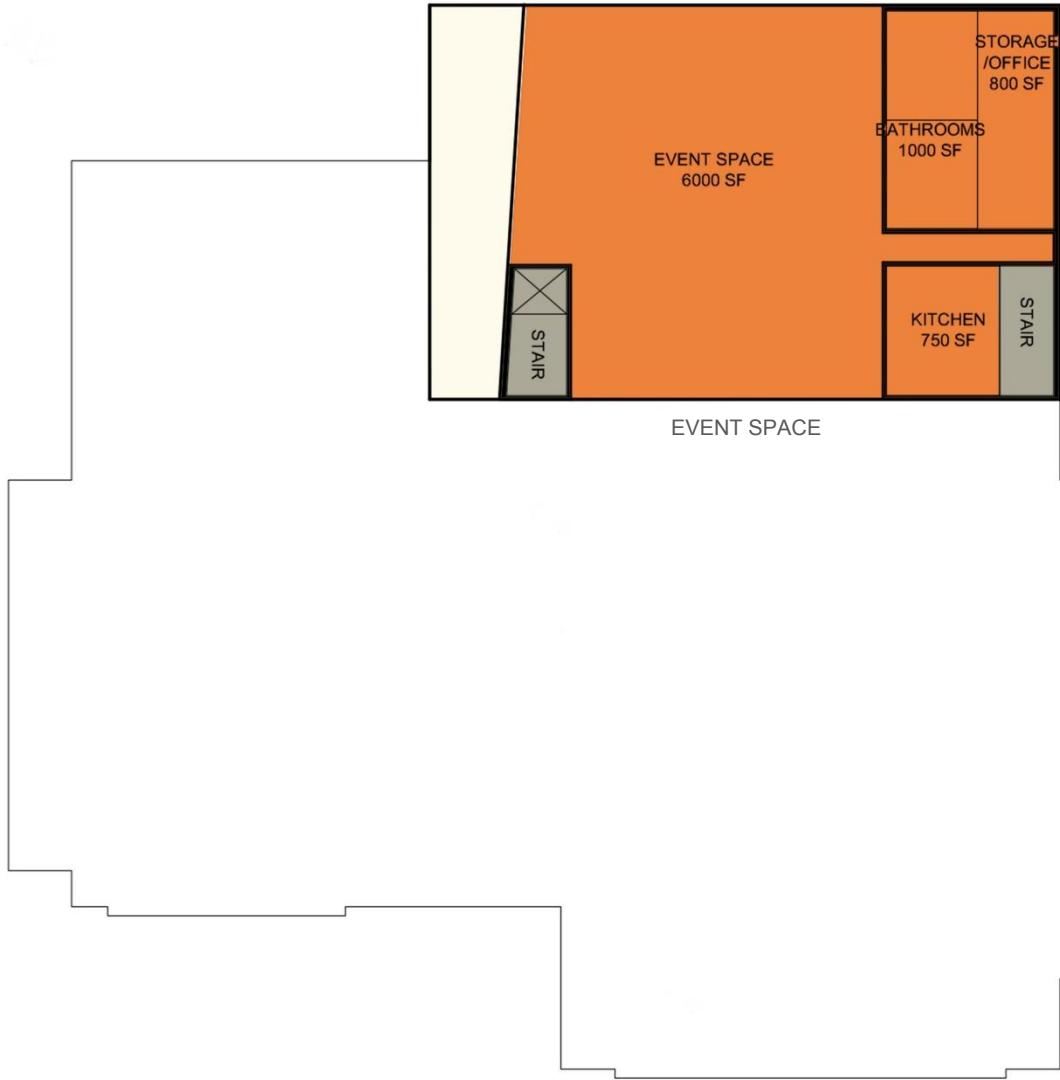


1 MULTI-PURPOSE CENTER PLANS
 OPTION 1 - MAIN FLOOR LEVEL – POOL ELEVATION

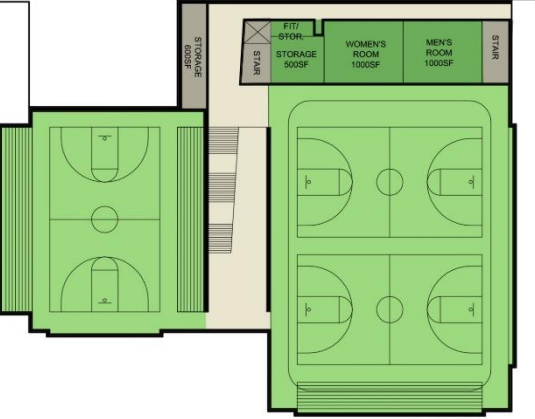


LOWER FLOOR LEVEL
EXCHANGE FIELD ELEVATION

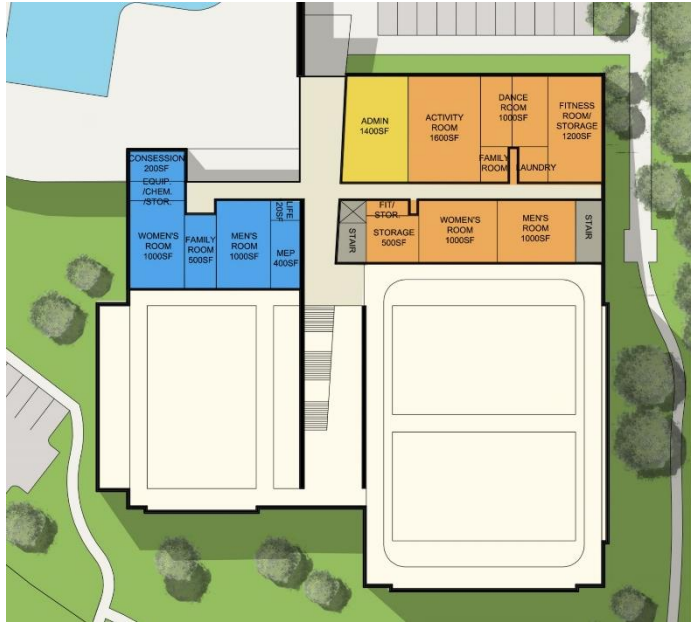
1 MULTI-PURPOSE CENTER PLANS
OPTION 1 - LOWER FLOOR LEVEL - EXCHANGE FIELD ELEVATION



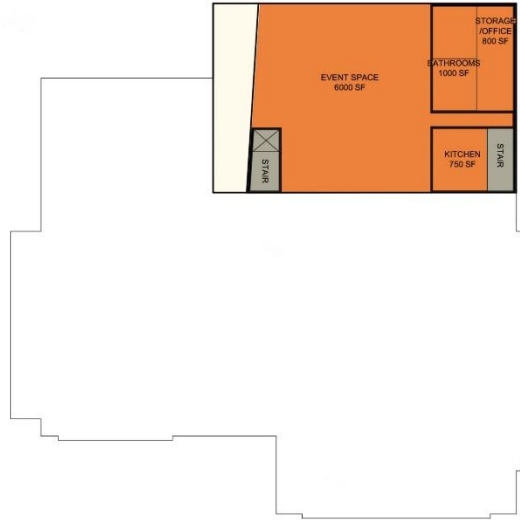
1 MULTI-PURPOSE CENTER PLANS
OPTION 1 - UPPER FLOOR LEVEL



LEVEL G – BASKETBALL LEVEL



LEVEL 1 – POOL LEVEL



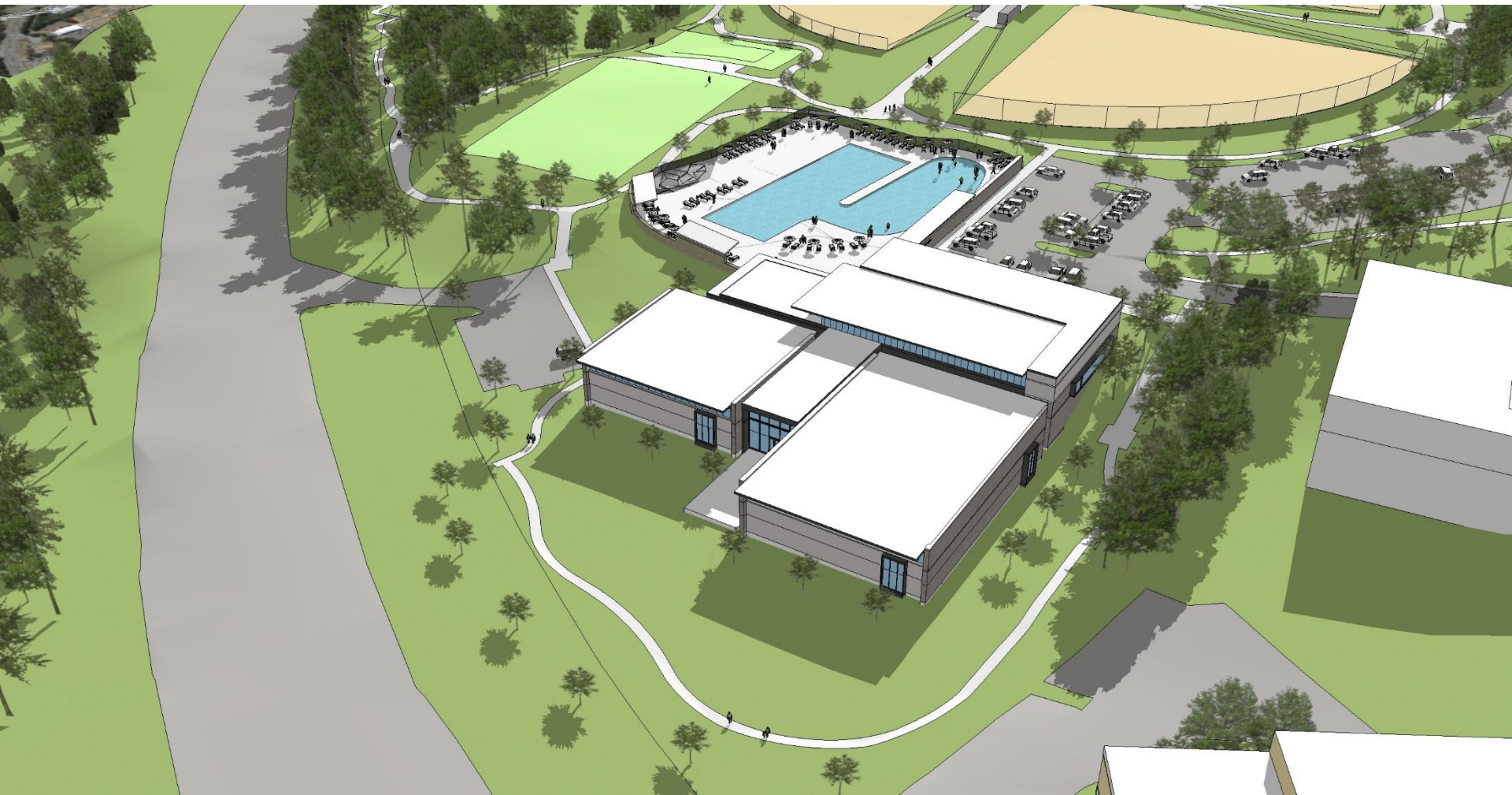
LEVEL 2 – EVENT SPACE

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



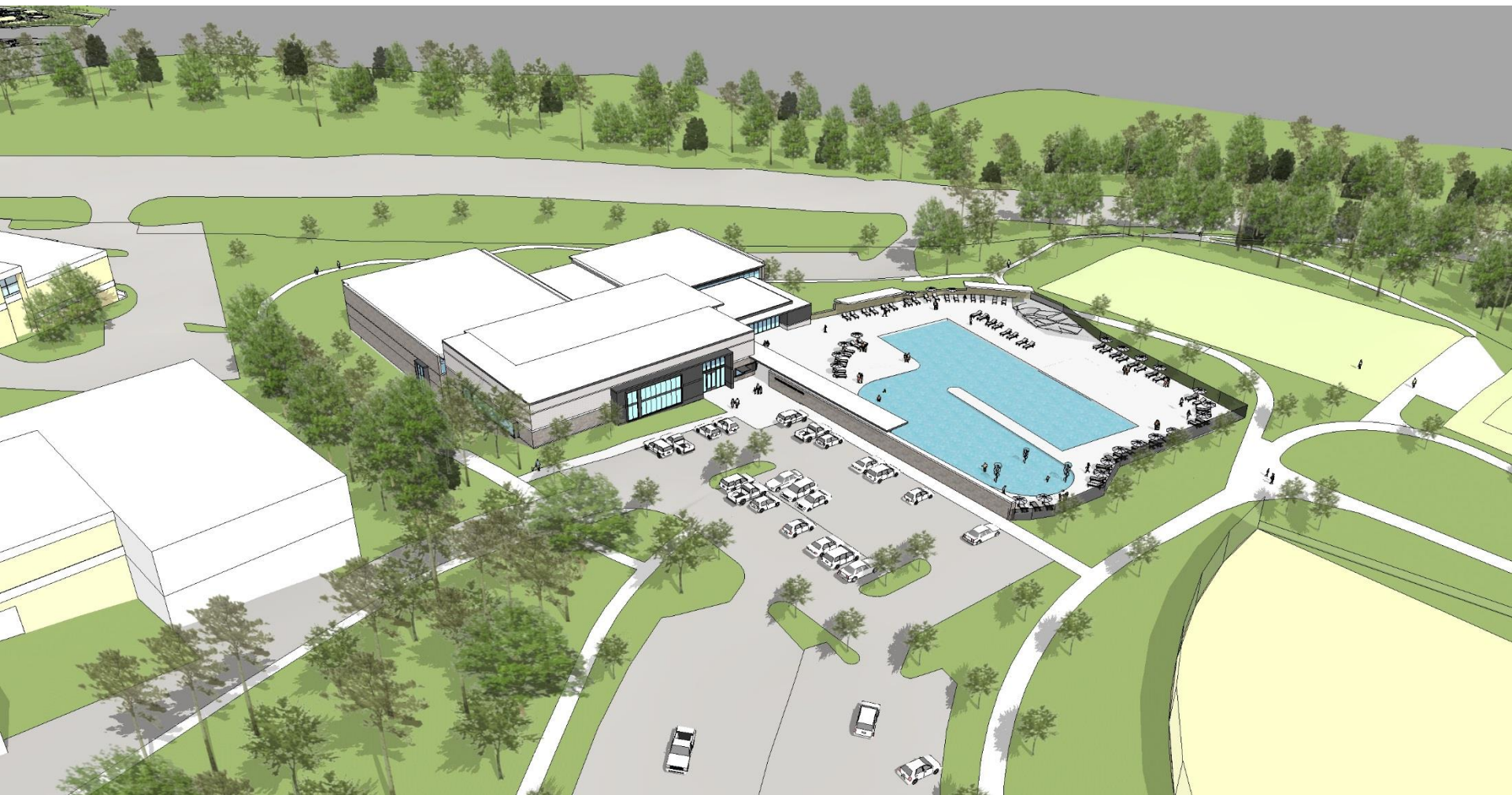
1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



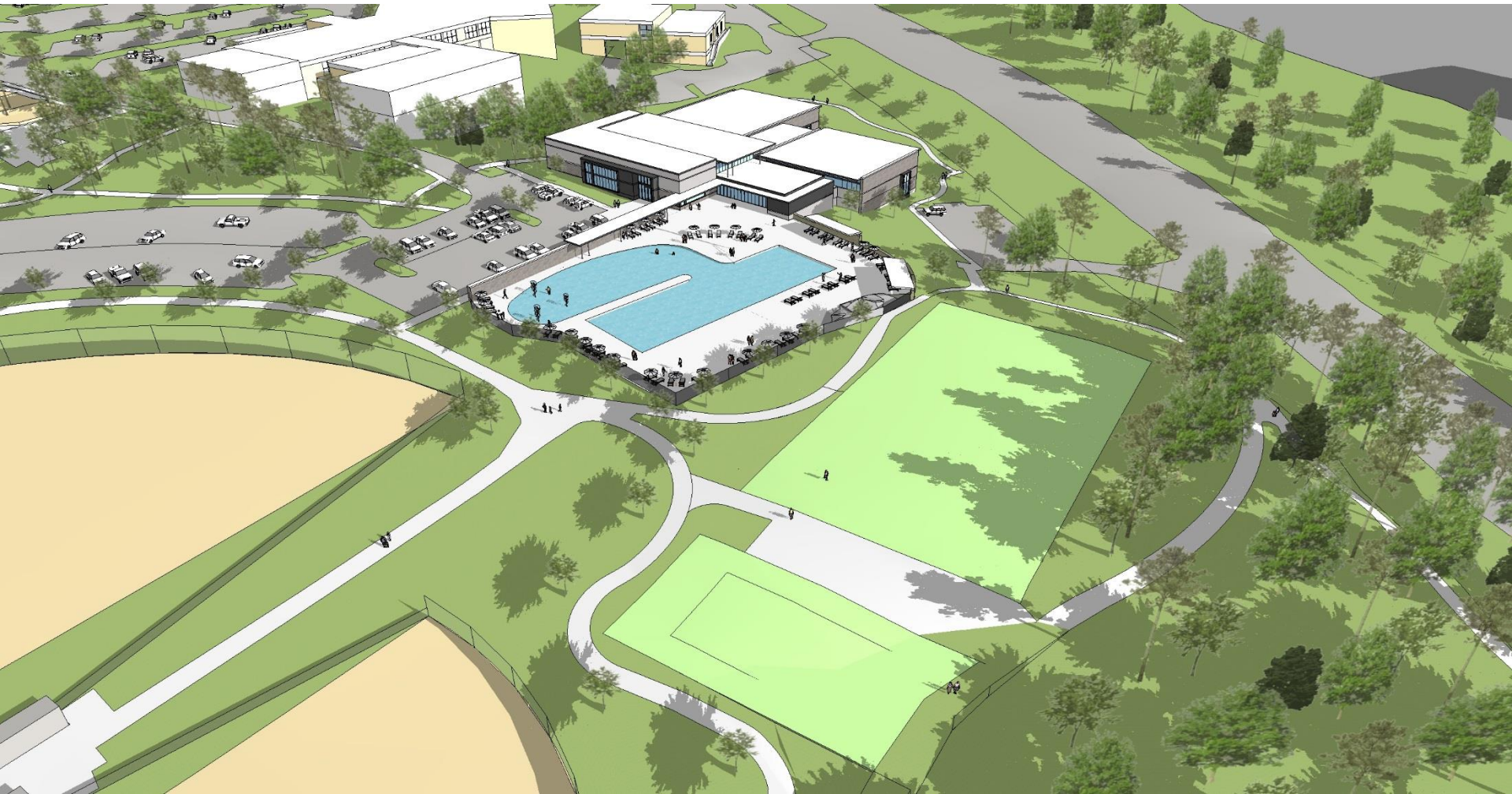
1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



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*

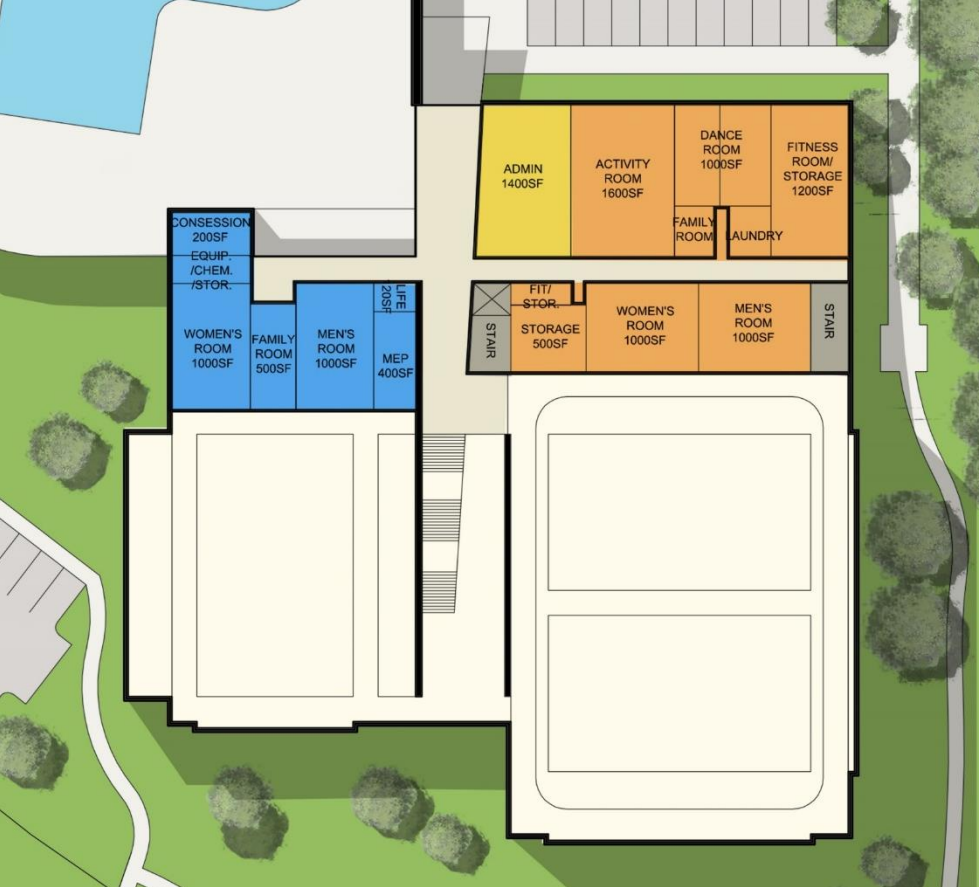


SPACE PROGRAM COMPONENTS

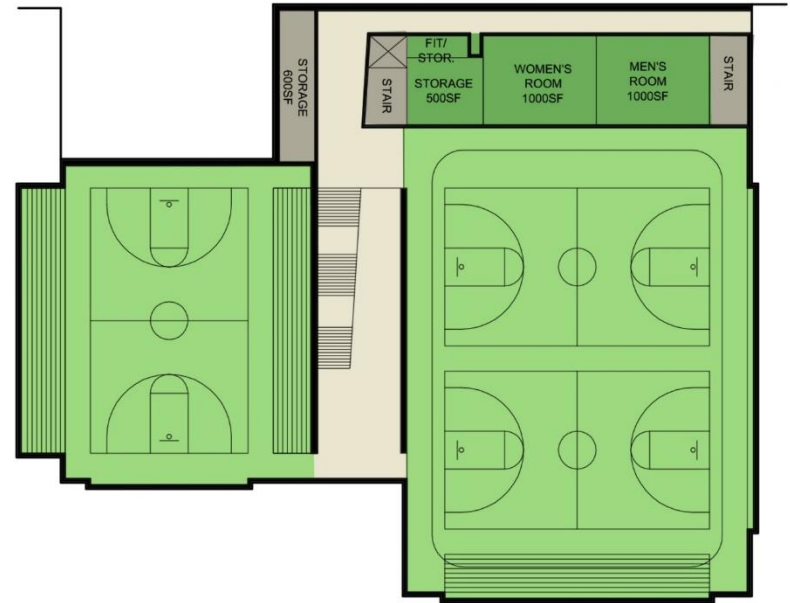
- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE

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

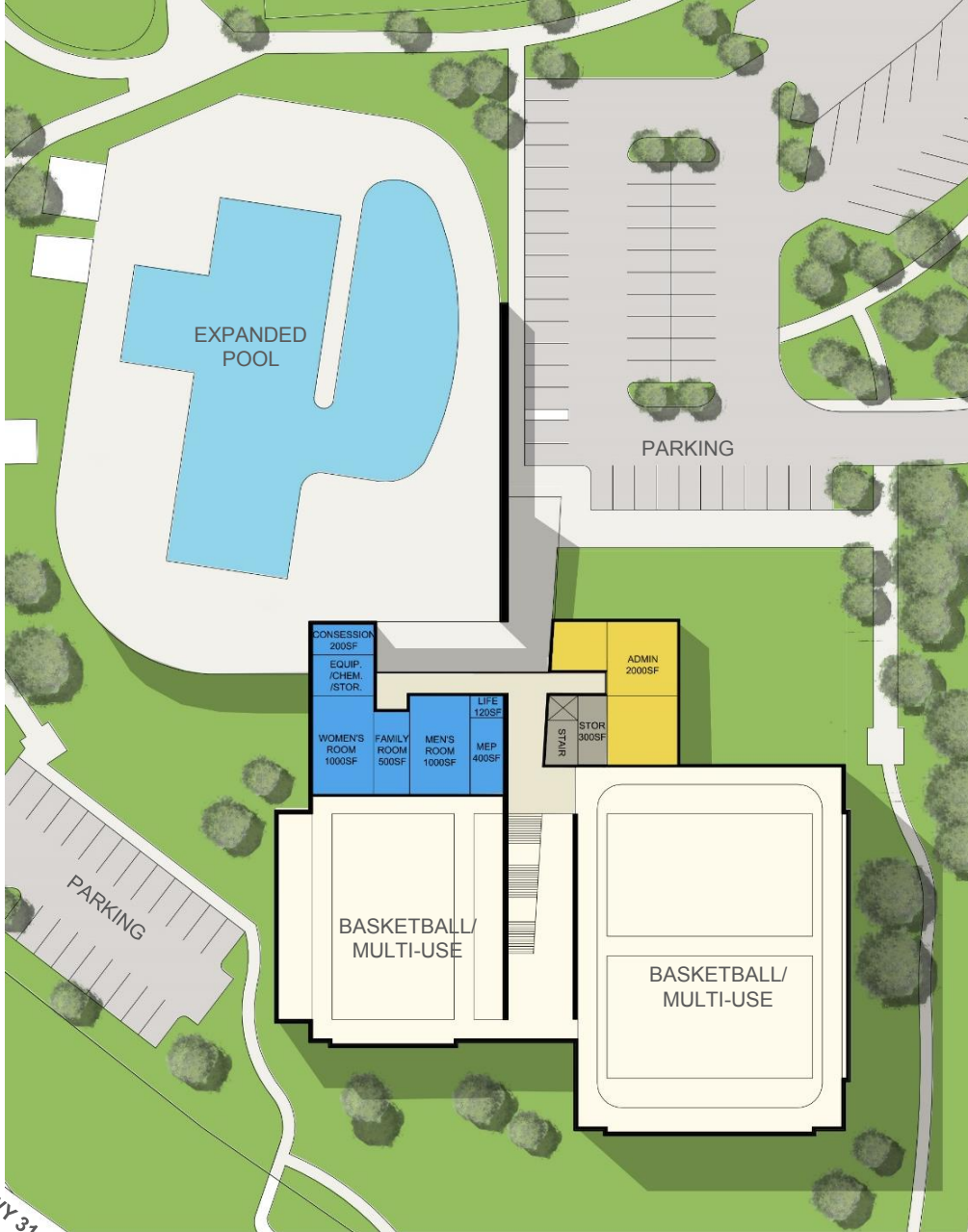
TOTAL SF – 53,000 SF +/-

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 +/-

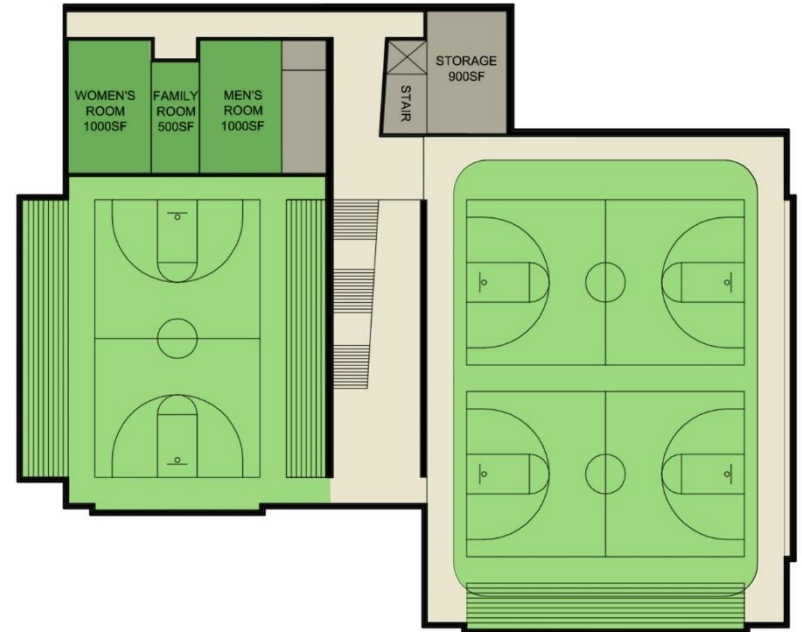
ALL MULTI-PURPOSE AND CIVIC FUNCTIONS TO BE LOCATED OFF-SITE

NONE AT WALD PARK

3 MULTI-PURPOSE CENTER
OPTION 3



LEVEL 1 – POOL LEVEL



LEVEL G – BASKETBALL LEVEL

SPACE PROGRAM COMPONENTS

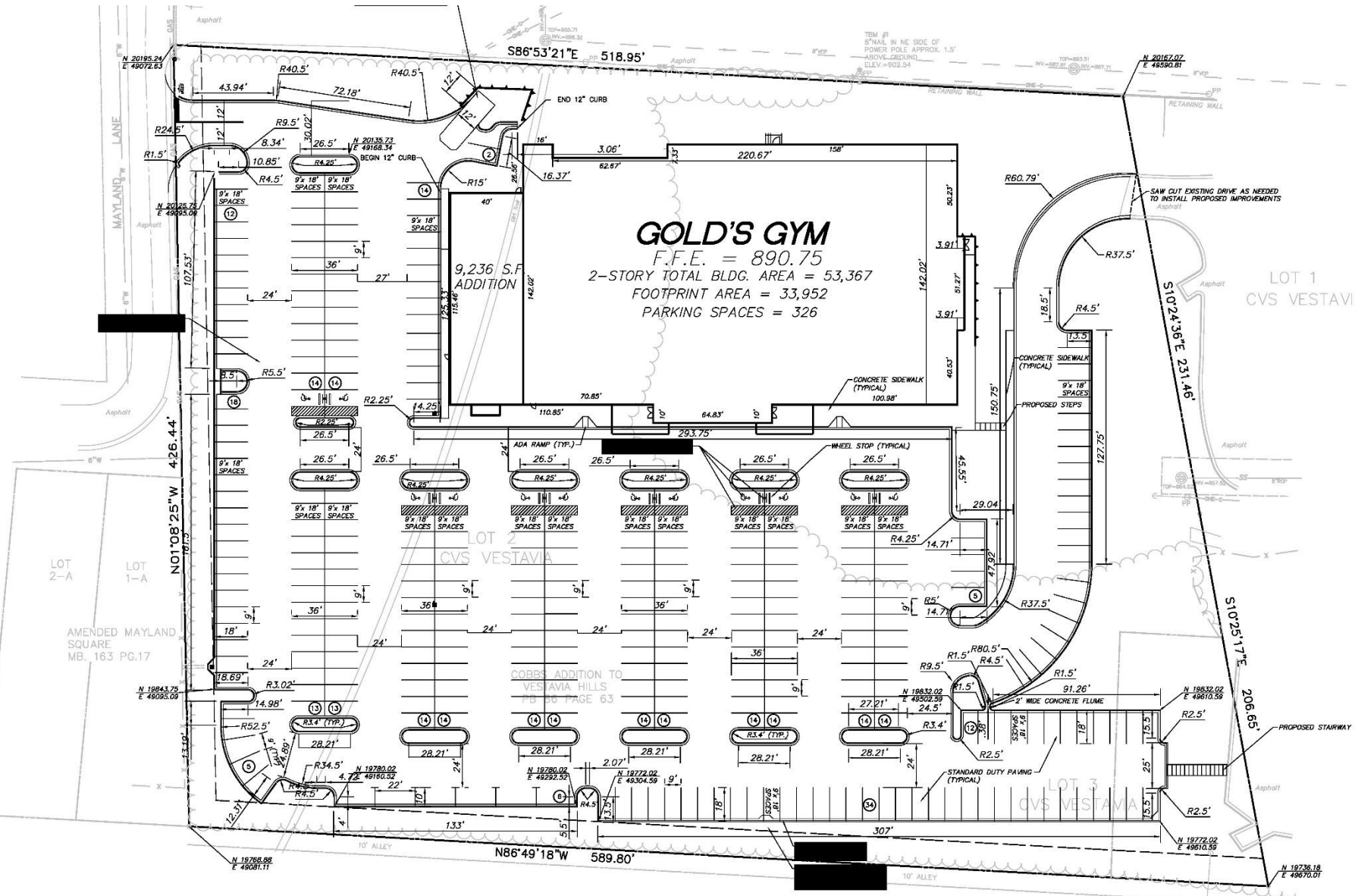
- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE

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 green grass and brown dirt bases. 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 major road with multiple lanes is visible on the right side of the image. The overall scene depicts a well-planned urban or suburban development.

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

COBBS' 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



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



GOLD'S
GYM



CYBEX

CYBEX

CYBEX

EXIT







Check out this
NEW!
PINK SPARK
THINK-MIXES
SMART
→

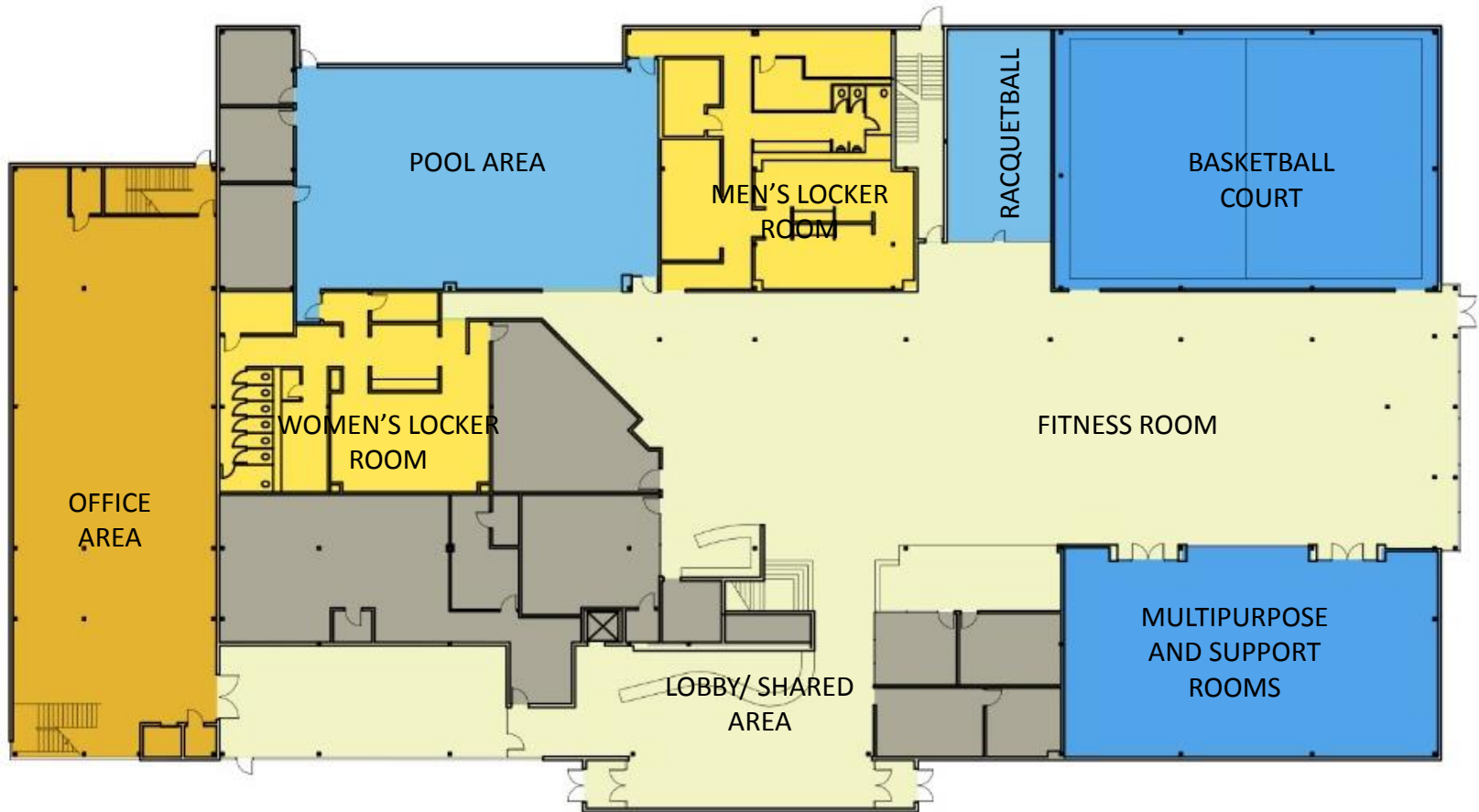
IT'S EASIER TO
PUSH YOURSELF
WHEN OTHERS ARE
PULLING FOR YOU

HYDRATE
RESIZE
LONE STAR

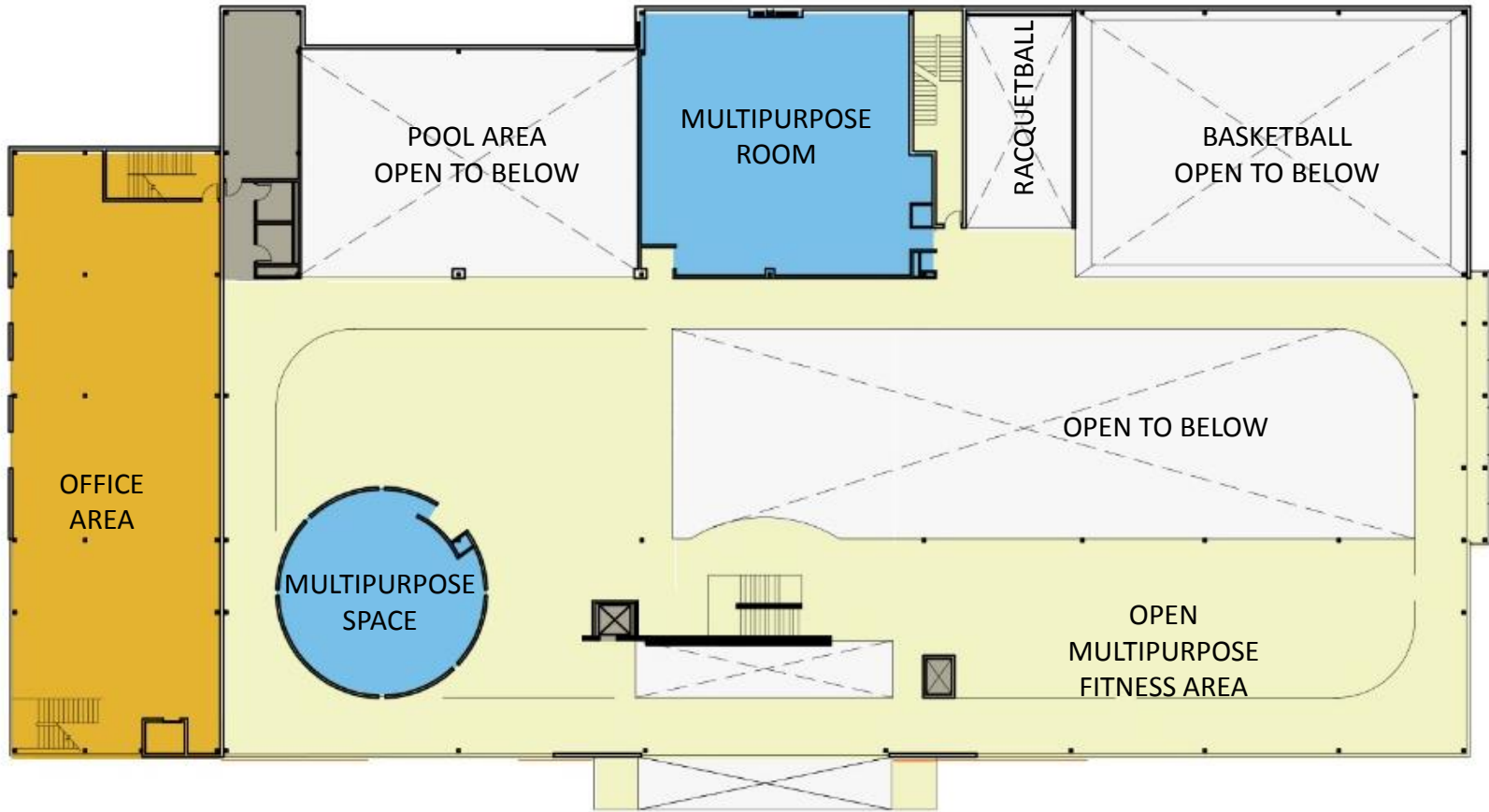
WORLD'S
BEST
Coca-Cola



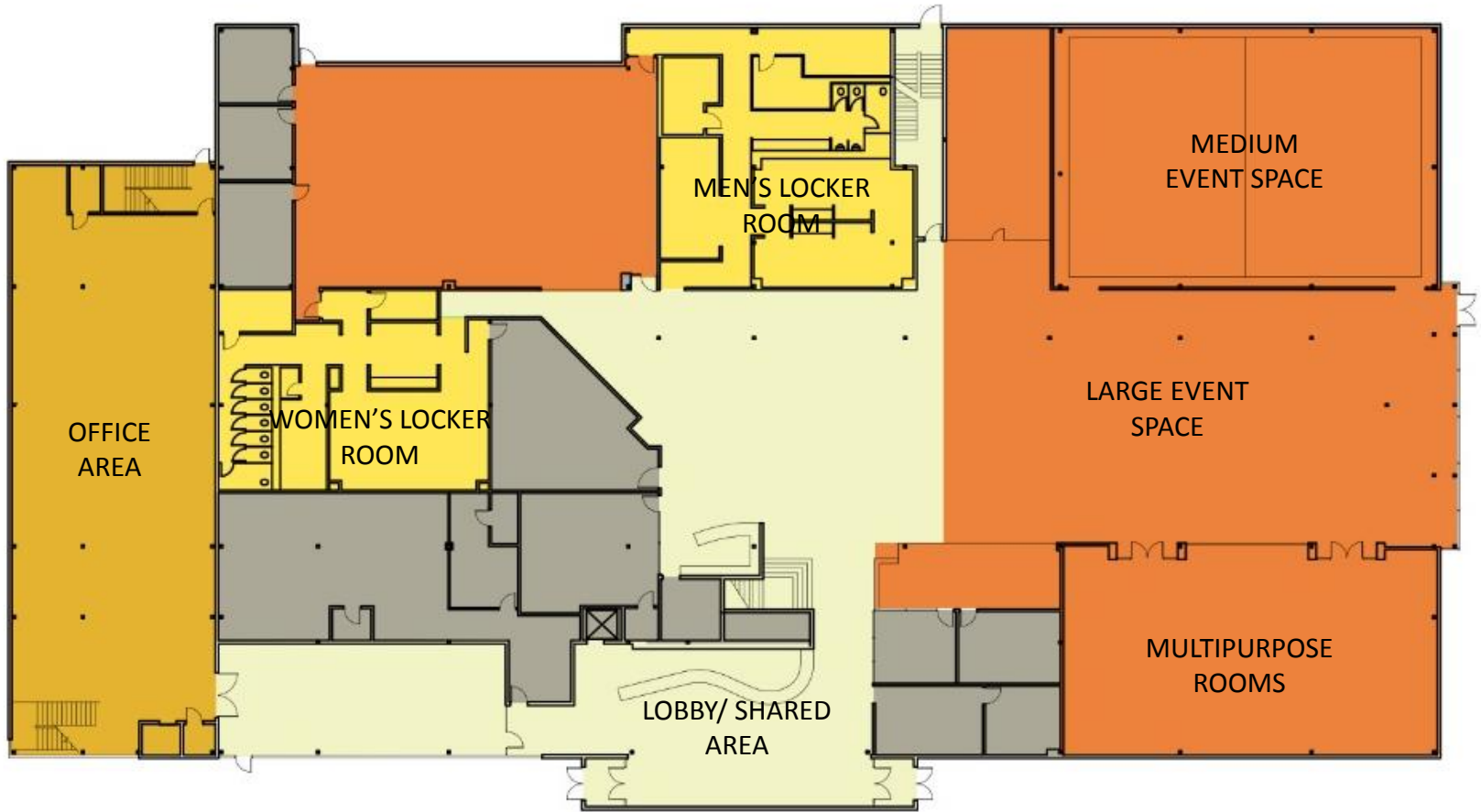




E GOLD'S GYM - EXISTING
1ST FLOOR



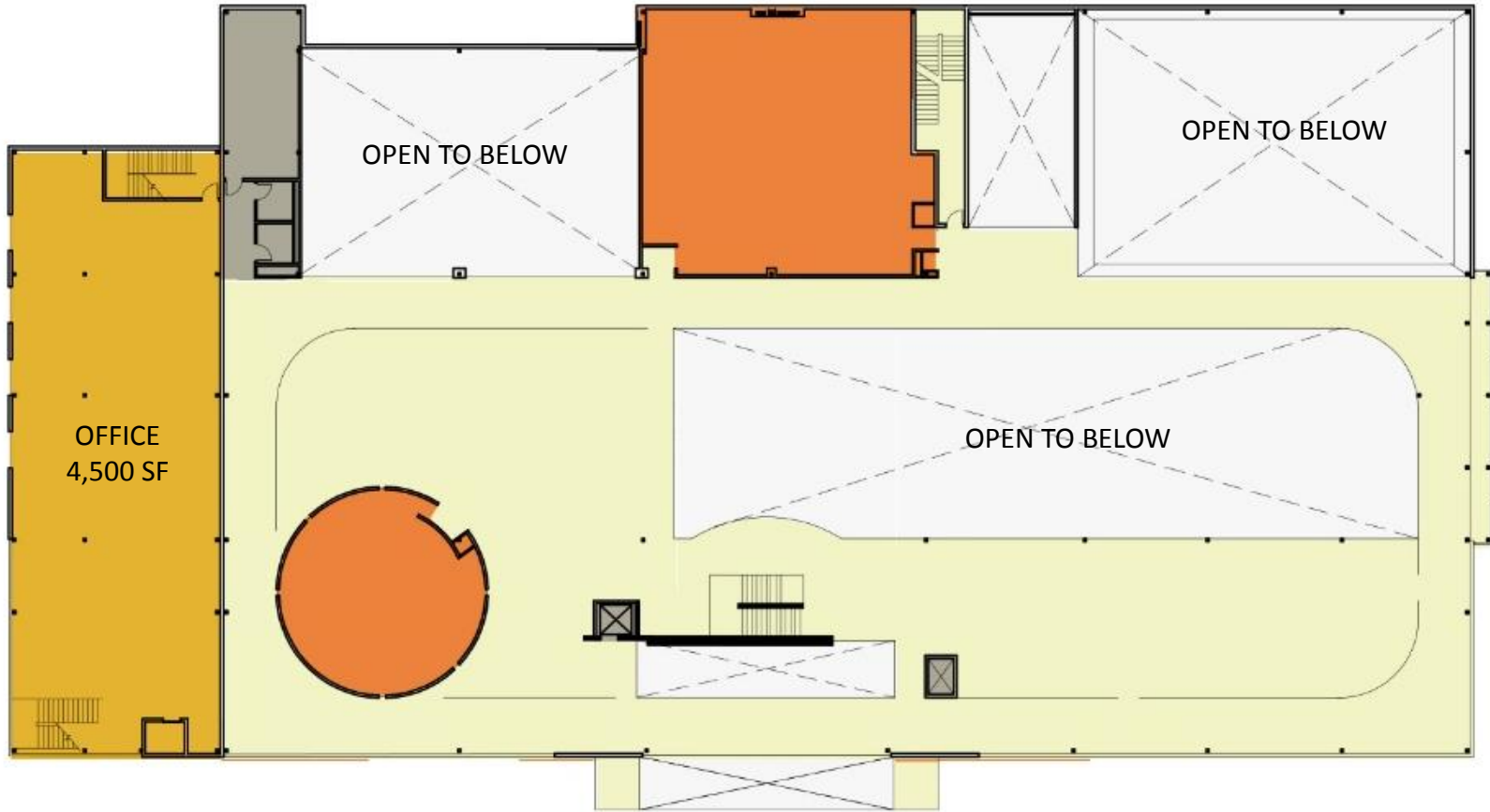
E GOLD'S GYM - EXISTING
2ND FLOOR



1 GOLD'S GYM – OPTION 1
1ST FLOOR

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

2ND FLOOR
AVAILABLE



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

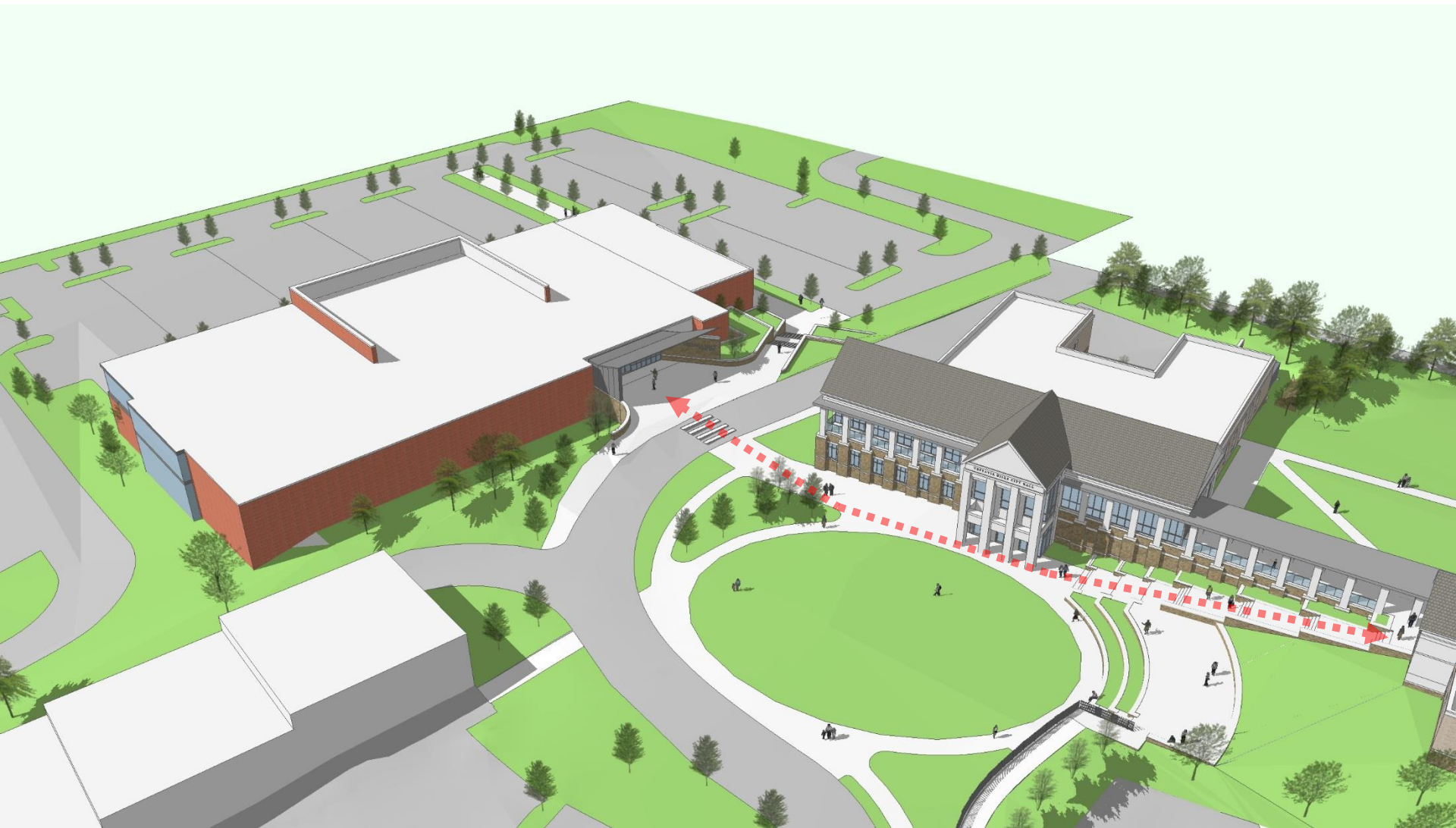
2 GOLD'S GYM – OPTION 2
 1ST FLOOR



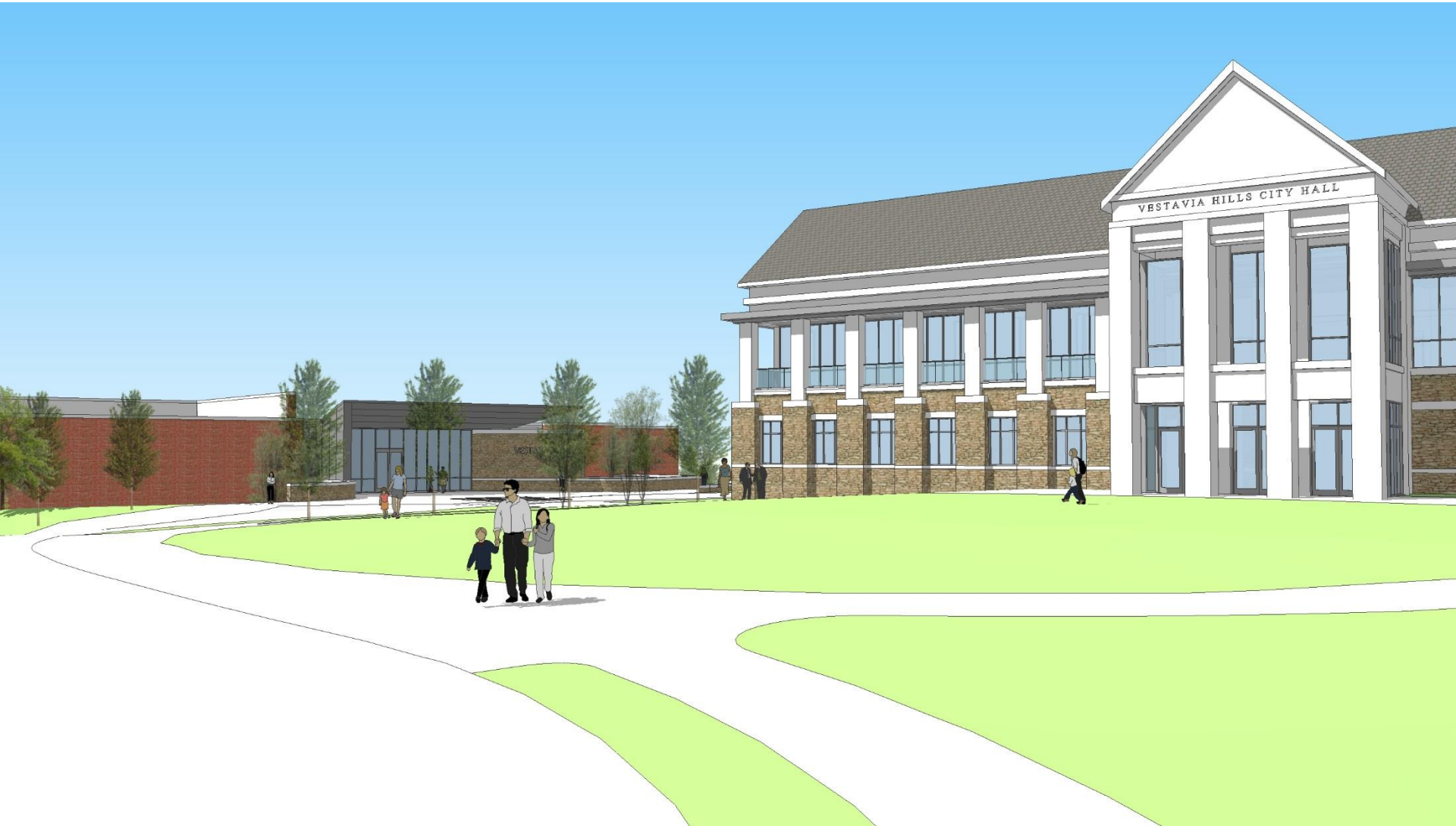
1ST FLOOR
 FITNESS/WORKOUT, PRACTICE COURT,
 BALLET/DANCE, LOCKER ROOMS, ADMIN

2ND FLOOR
 EVENT SPACES, ACTIVITY ROOMS,
 PREFUNCTION AREAS

2 GOLD'S GYM – OPTION 2
 2ND FLOOR



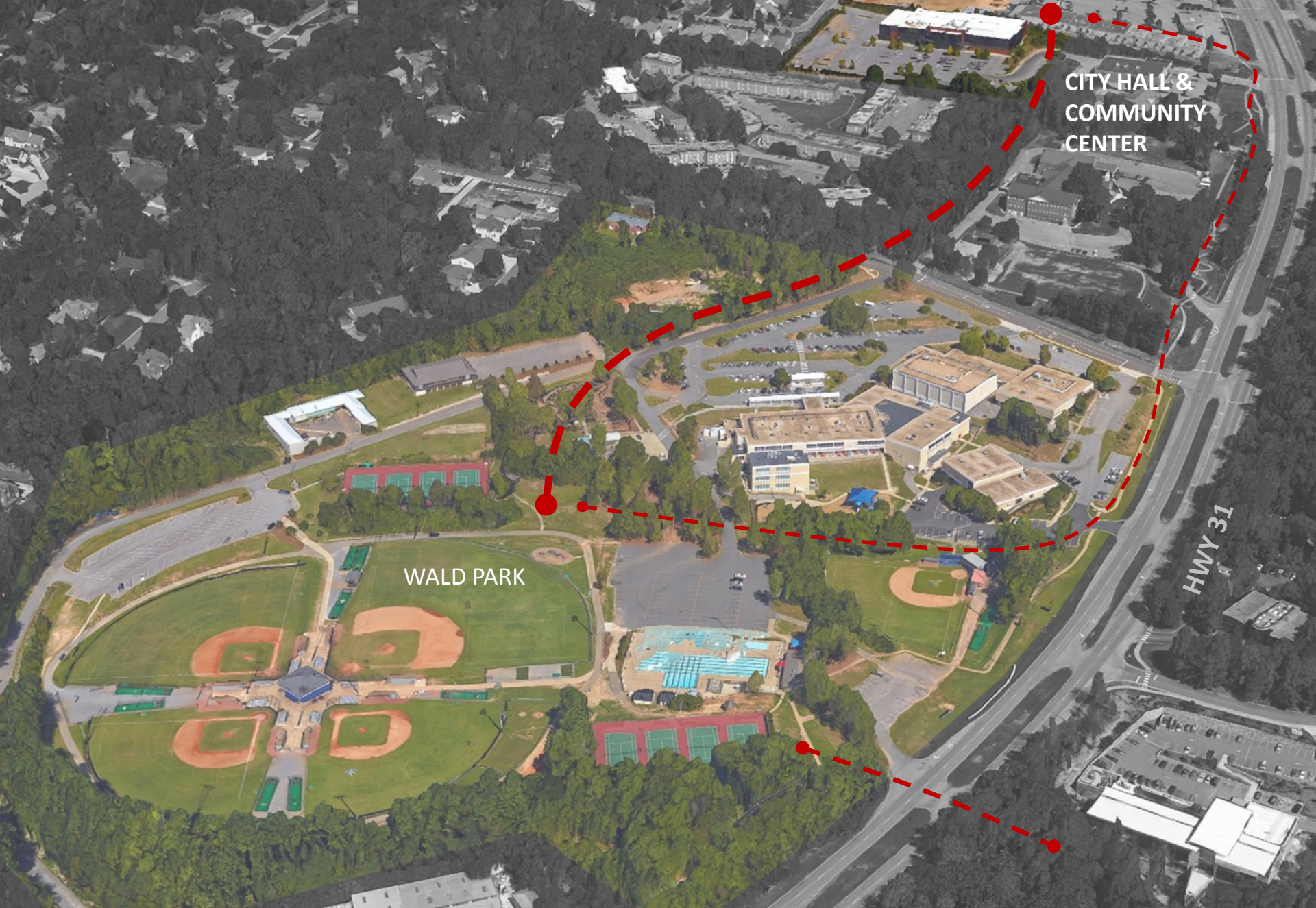
HEART OF THE CITY – CITY HALL / MUNICIPAL / COMMUNITY CENTER



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.
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
Total Wald Park Improvements Budget w/ Gold's Gym	\$37,202,000	
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	
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 a road with multiple lanes runs along the right side. The text "6. Appendix" is overlaid in the center of the image.

6. Appendix

EXHIBIT A

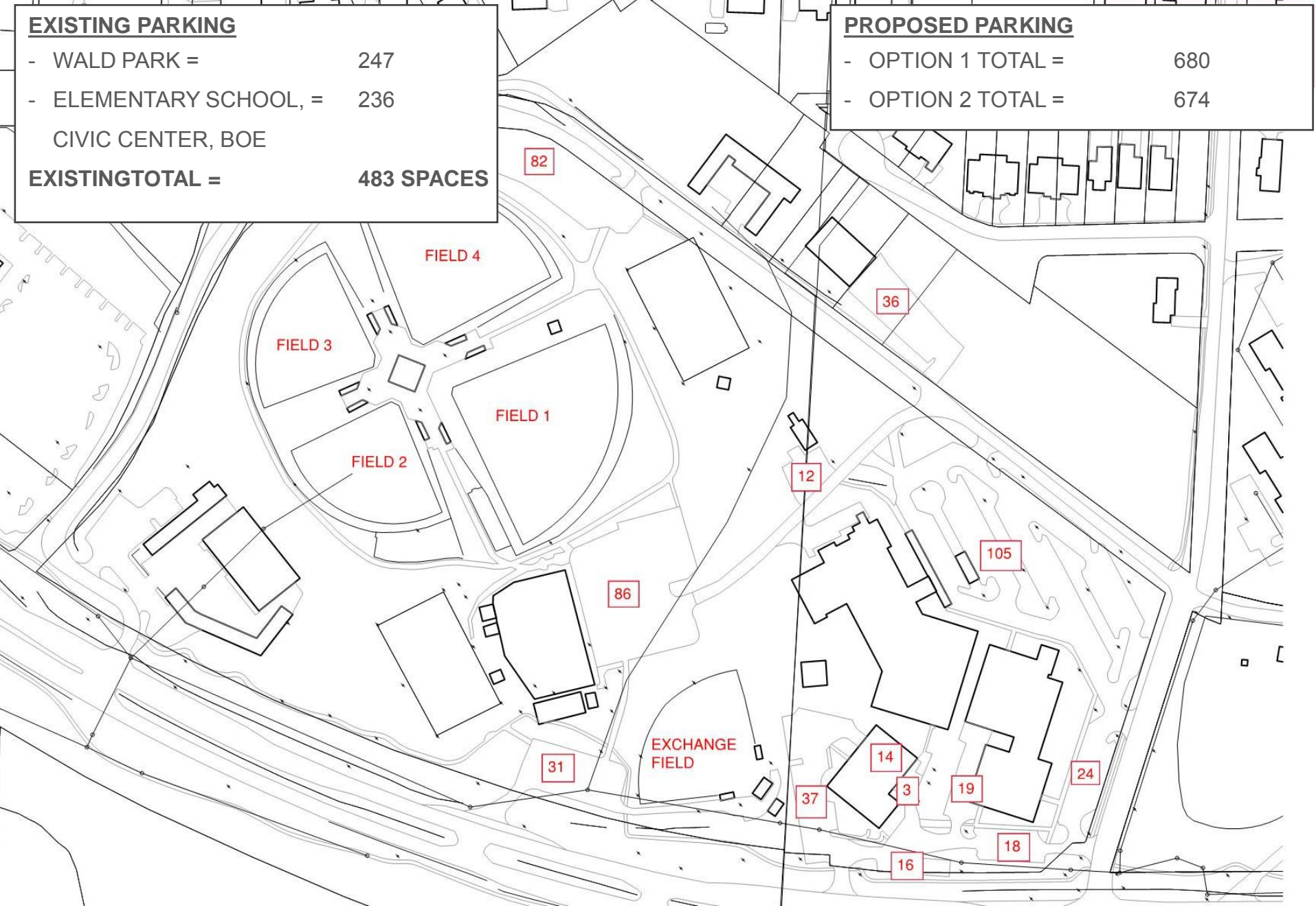
PARKING ANALYSIS

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 d	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



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com



AUBURN

BIRMINGHAM

HUNTSVILLE

MONTGOMERY

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.

CONTENTS

PAGE

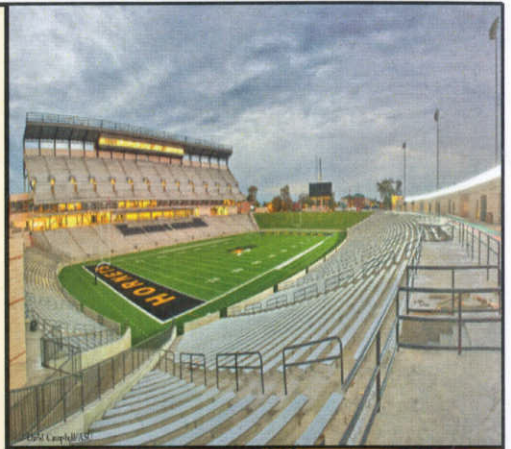
1. Transmittal Letter	
2. Staffing and General Information	1 - 3
3. E-Verify MOU	4
4. Alabama Experience/Presence	5
5. Project Management	6 - 7
6. Conflicts of Interest	8
7. References	9
8. Fees/Compensation	10
9. Appendix	
9.1 General Information	Tab 1
9.2 E-Verify MOU	Tab 2
9.3 Alabama Experience	Tab 3
9.4 Project Management	Tab 4
9.5 References	Tab 5



VESTAVIA HILLS

STAFFING & GENERAL INFORMATION

See Appendix For Additional Staffing & General Information

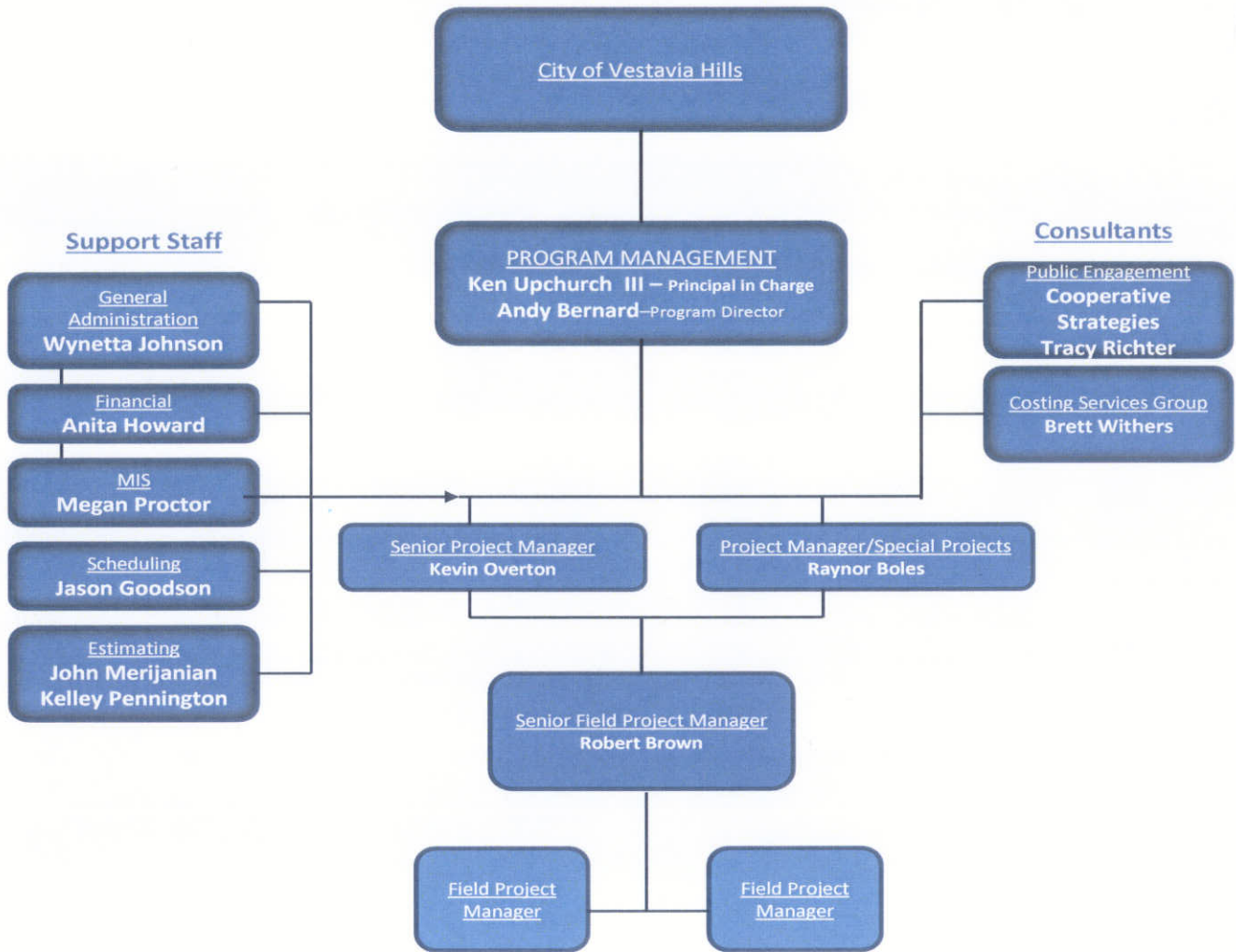


T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com





**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



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com



AUBURN

BIRMINGHAM

HUNTSVILLE

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



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com



AUBURN

BIRMINGHAM

HUNTSVILLE

MONTGOMERY

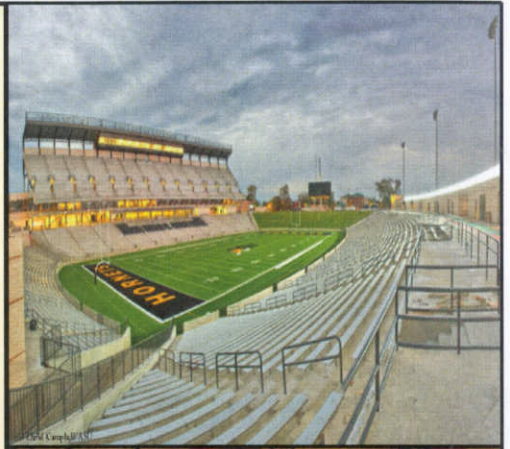
CLIENT	TOTAL PROGRAM VALUE	CLIENT CONTACT	SERVICES
Montgomery Public Schools - Phase 1 3 Elementary Schools, 2 Middle Schools Comprehensive High School Advanced Mfg Center, Misc Renovations	165 Million	Margaret Allen, Supt. Ron Glover, CFO Donald Dotson, Operations 334-223-6710	Program Management Facility 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

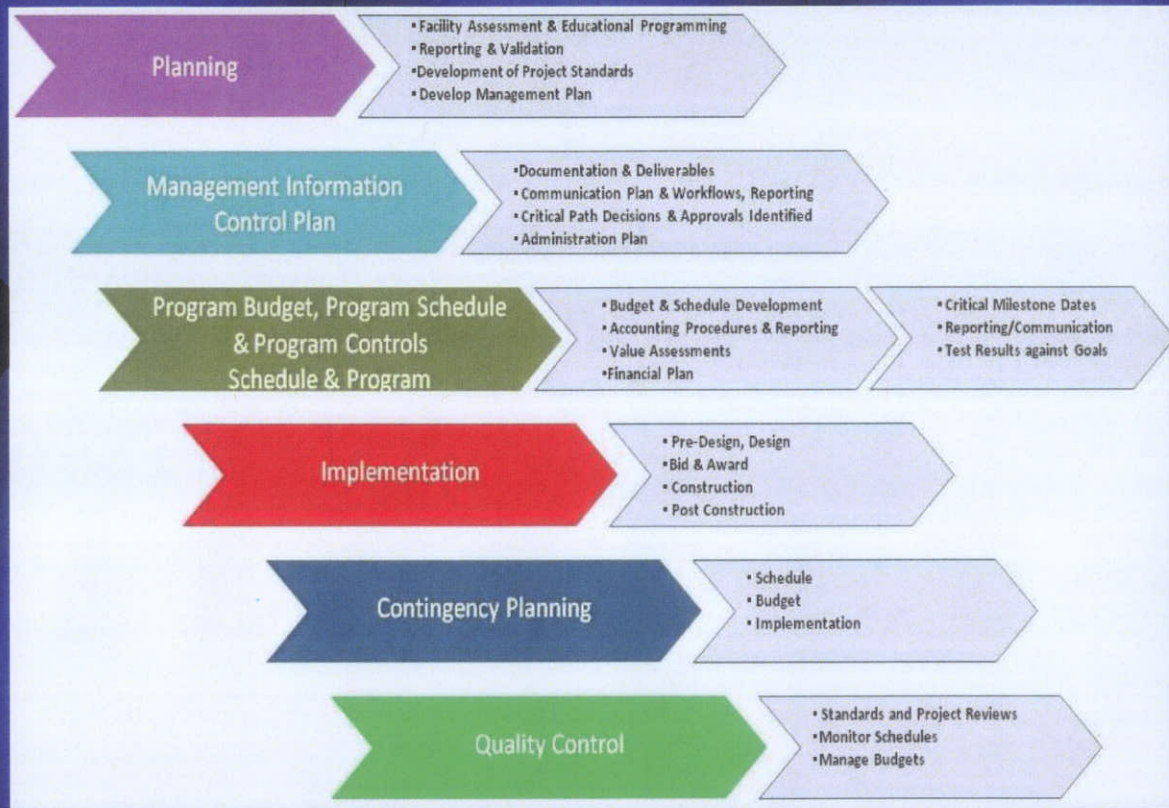
See Appendix 9, Tab 4 for additional TCU Project Management Information



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com



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



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com



AUBURN

BIRMINGHAM

HUNTSVILLE

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 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



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com



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

Post Office Box 1256 ♦ Huntsville, Alabama 35807-4801
 (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.

Post Office Box 1256 • Huntsville, Alabama 35807-4801

(256) 428-6800

www.huntsvillecityschools.org

AN EQUAL OPPORTUNITY EMPLOYER

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

Post Office Box 1256 • Huntsville, Alabama 35807-4801

(256) 428-6800

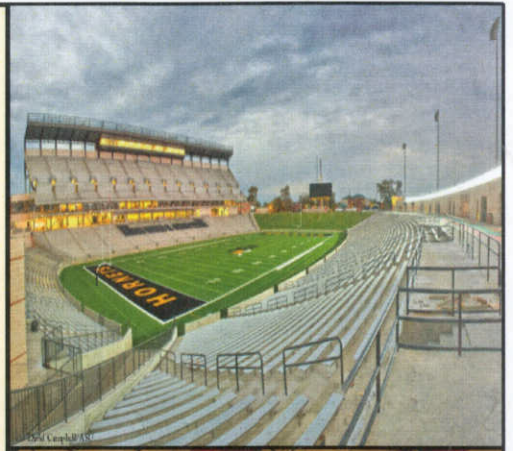
www.huntsvillecityschools.org

AN EQUAL OPPORTUNITY EMPLOYER



VESTAVIA HILLS

FEES /COMPENSATION



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com



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



T.C.U. Consulting Services, LLC
2895 Eastern Blvd., Suite 150
Montgomery, AL 36116
p: 334-420.1500 f: 334.420.1503
www.tcuconsulting.com





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.





Company ID Number: 454853

**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



Company ID Number: 454853

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



Company ID Number: 454853

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



Company ID Number: 454853

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



Company ID Number: 454853

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-



Company ID Number: 454853

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,



Company ID Number: 454853

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



Company ID Number: 454853

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



Company ID Number: 454853

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.



Company ID Number: 454853

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.



Company ID Number: 454853

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	

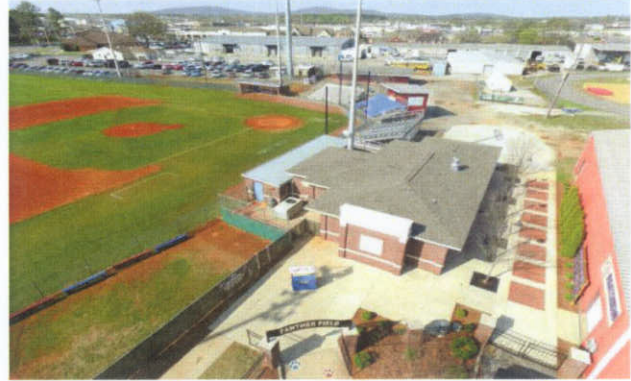
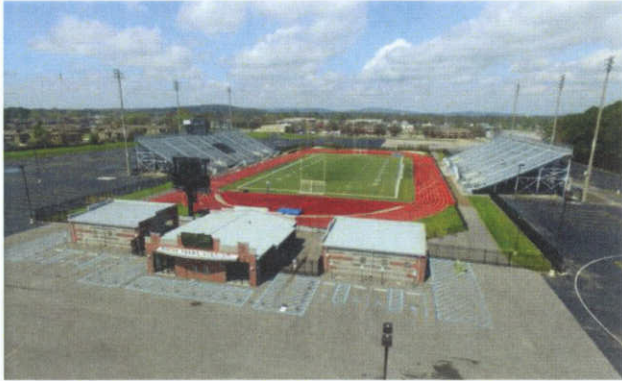




**ATHLETIC FACILITIES MANAGED
BY
TCU CONSULTING SERVICES, LLC**

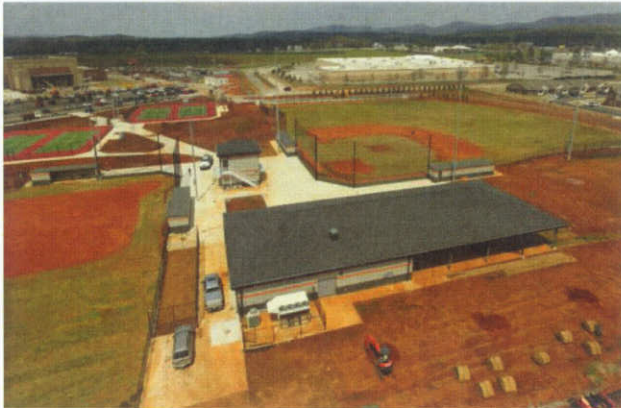
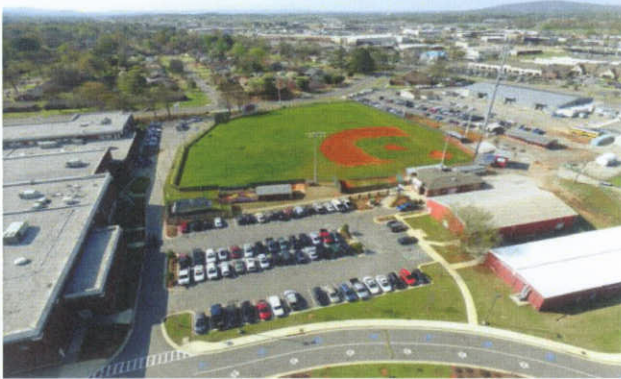


**ATHLETIC FACILITIES MANAGED
BY
TCU CONSULTING SERVICES, LLC**





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

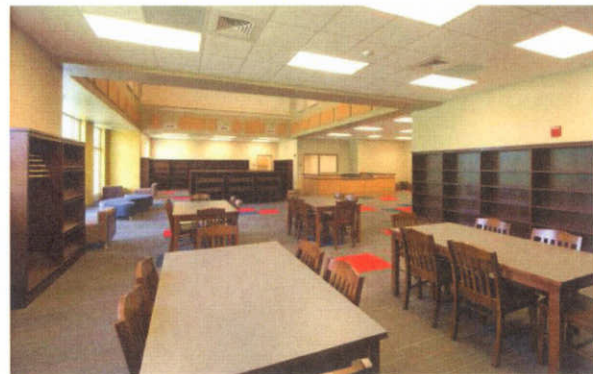
Dates of Service: January 2010 - Ongoing

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**

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 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

Post Office Box 1256 ♦ Huntsville, Alabama 35807-4801
(256) 428-6800

www.huntsvillecityschools.org
AN EQUAL OPPORTUNITY EMPLOYER



**HUNTSVILLE CITY
SCHOOLS**
Where Young Futures Take Flight

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, 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

Post Office Box 1256 • Huntsville, Alabama 35807-4801
(256) 428-6800

www.huntsvillecityschools.org
AN EQUAL OPPORTUNITY EMPLOYER

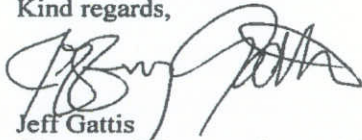
completion of a \$75M construction project. Without his guidance, we would be struggling to finish this project.

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

Post Office Box 1256 ♦ Huntsville, Alabama 35807-4801
(256) 428-6800

www.huntsvillecityschools.org
AN EQUAL OPPORTUNITY EMPLOYER



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,

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

BOARD OF EDUCATION
Tracie H. West, President
Charles Smith, Vice-President
Melanie D. Chambless
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



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:

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.

Post Office Box 1256 • Huntsville, Alabama 35807-4801
(256) 428-6800
www.huntsvillecityschools.org
AN EQUAL OPPORTUNITY EMPLOYER

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

Post Office Box 1256 • Huntsville, Alabama 35807-4801
(256) 428-6800

www.huntsvillecityschools.org
AN EQUAL OPPORTUNITY EMPLOYER

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 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

www.huntsvillecityschools.org
AN EQUAL OPPORTUNITY EMPLOYER



**MONTGOMERY
PUBLIC SCHOOLS**

Montgomery County Board of Education

307 South Decatur Street • P.O. Box 1991 • Montgomery, AL 36102-1991

Phone (334) 223-6700 • Fax (334) 269-3076

www.EngageEducateInspire.org

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.

ORDINANCE NUMBER 2721

AN ORDINANCE TO AMEND ORDINANCE 2653 PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF.

WITNESSETH THESE HISTORICAL RECITALS:

WHEREAS, prior to November 15, 1982, the ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Eight and 21/100 Dollars (\$8.21), which consisted of the following amounts:

1.	<u>State of Alabama:</u> Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property.	\$	0.65
2.	<u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		1.35
3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.82
4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.55
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		3.88
			<hr/>
		TOTAL	\$ 8.21

and;

WHEREAS, prior to November 15, 1982, the aggregate locally approved millage for general municipal purposes and local school taxes of 38.8 mills (being at the rate of \$3.88 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	10.275
Garbage Collection	10.275
West Elementary - Warrants	3.150
High School and Operations	<u>15.100</u>

TOTAL 38.800 and;

WHEREAS, all real property in the City of Vestavia Hills, Alabama, has been reappraised; and

WHEREAS, the Tax Assessor of Jefferson County in 1982 certified to the City of Vestavia Hills that total assessed value increased from \$42,983,320.00 in 1981 to \$63,427,627.00 in 1982; and

WHEREAS, the City of Vestavia Hills, Alabama, pursuant to the authority granted by Constitutional Amendment Number 373 (Lid Bill) of the Constitution of Alabama 1901, adopted Ordinance Number 633 on November 15, 1982, which reduced the ad valorem tax rate by 7.8 mills (\$0.78 per \$100.00 of assessed value). Following the enactment of Ordinance Number 633, the total millage rate consisted of the following separate taxes:

1. State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. \$ 0.65
2. Jefferson County: One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. 1.35

3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assess value of such property.	0.82
4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 10/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	3.10
TOTAL		\$ 7.43

After the adoption of Ordinance Number 633, the aggregate locally approved millage for general municipal purposes and local school district taxes of 31.0 mills (being at the rate of \$3.10 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	0.821
Garbage Collection	0.821
West Elementary - Warrants	0.252
High School and Operations	<u>1.206</u>

TOTAL 3.100 and;

WHEREAS, the Vestavia Hills Board of Education unanimously adopted a resolution requesting that the ad valorem tax millage for education purposes be returned to the pre-November 15, 1982, rates by reinstating the 3.7 mills (.37 per \$100.00 of assessed value) as follows:

West Elementary Warrants from	2.52	to	3.15
High School & Operations from	12.06	to	15.10; and

WHEREAS, said resolution was presented to the City Council on February 4, 1985; and

WHEREAS, a public hearing was held on February 11, 1985, on the issue of whether or not to reinstate the 3.7 mills for the benefit of the Vestavia Hills Board of Education; and

WHEREAS, the Vestavia Hills Board of Education has requested the City Council to return the ad valorem millage tax rates that affect the Vestavia Hills School System to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating Thirty-Seven Cents (\$0.37) on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 12.06 High School mills (\$1.206 on each \$100.00 of assessed value) be adjusted to 15.1 mills (\$1.51 on each \$100.00 of assessed value).
2. The 2.52 West Elementary mills (\$0.252 on each \$100.00 of assessed value) be adjusted to 3.15 mills (\$0.315 on each \$100.00 of assessed value); and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, agreed to approve the request of the Board of Education by reinstating the 3.7 mills (\$0.37 per \$100.00 of assessed value). The City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 744 on February 18, 1985, which said Ordinance provided, among other things, as follows:

1. Reinstatement of 3.7 mills (0.37 on each One Hundred dollars of assessed value).
2. Established that the aggregate local millage for general municipal purposes and local school district tax rates are Three and 47/100 Dollars (\$3.47) per One Hundred Dollars (\$100.00) of the assessed value of said property.
3. That the \$3.47 local millage consists of the following:

(a)	General Municipal Purposes	0.823
(b)	Garbage Collection	0.823
(c)	West Elementary - Warrants	0.315
(d)	High School and Operations	<u>1.510</u>
	TOTAL	3.470 and;

4. The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Alabama, shall amount to Seven and 80/100 Dollars (\$7.80) and shall consist of the following:

State of Alabama	\$	0.65
Jefferson County		1.35
Jefferson County Schools		0.82
Special School District Tax		0.96
Special School District Tax		0.55
General Municipal Purpose Tax		1.96
Special Municipal School Tax		<u>1.51</u>
TOTAL	\$	7.80

WHEREAS, the City Council of the City of Vestavia Hills subsequently desired to return the millage tax rates that affect the General Fund to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating (4.1 mills) forty-one cents on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 8.23 General Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).
2. The 8.23 Garbage Collection Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).

The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value property in the City of Vestavia Hills, Alabama, shall amount to Eight Dollars and 21 Cents (\$8.21) and shall consist of the following:

1. State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. \$ 0.65
2. Jefferson County: One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. 1.35
3. Jefferson County Schools: Eighty-two cents on each One Hundred Dollars (\$100.00) of 0.82

the assess value of such property.

4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	<u>Local General Municipal and Special Municipal School Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	3.88
TOTAL		\$ 8.21

WHEREAS, on May 4, 1987, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 901, which established the ad valorem tax rate of Eight and 21/100 Dollars (\$8.21) per One Hundred Dollars (\$100.00) of assessed value as shown in the schedule immediately above; and

WHEREAS, a referendum was held in the City of Vestavia Hills, Alabama, on Tuesday, May 8, 1990, at which election the qualified electors of the city voted on the following issue:

**TEN AND ONE-HALF MILL TAX INCREASE
IN VESTAVIA HILLS, ALABAMA,
FOR PUBLIC SCHOOL PURPOSES**



Shall the ad valorem tax presently being levied in the City of Vestavia Hills, Alabama, pursuant to provisions of the Constitution and the laws of the State of Alabama, including the election held in the City on April 28, 1970, at the rate of One Dollar and Fifty-one Cents on each One Hundred Dollars worth of taxable property in the City be increased to the rate of Two Dollars and Fifty-six Cents on each One Hundred Dollars worth of taxable property in the City (an increase of One Dollar and Five Cents on each One Hundred Dollars worth of taxable property, or ten and one-half mills); such additional ten and one-half mill tax to be levied and collected for each year beginning with the levy for the tax year October 1, 1989, to

September, 1990 (the tax for which year will be due and payable October 1, 1990) and ending with the levy for the tax October 1, 2016, to September 30, 2017 (the tax for which year will be due and payable October 1, 2017) and to be used by the City Board of Education of the City of Vestavia Hills for public schools purposes?

_____ For Proposed Taxation

_____ Against Proposed Taxation

The majority of the qualified electors voted "For Proposed Taxation". The specific totals were:

For Proposed Taxation	3,097
Against Proposed Taxation	3,065

Following the referendum vote on May 8, 1990, the aggregate ad valorem tax rate on each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Nine and 26/100 Dollars (\$9.26) and consisted of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		0.960
5.	Special School District Tax		0.550
6.	Local General Municipal Purpose Tax		2.055
7.	Special Municipal School Tax		2.560
8.	West Elementary		0.315

TOTAL \$ 9.260

On August 27, 1991, the voters of the City of Vestavia Hills, Alabama, elected to renew the 8.2 mill Jefferson County School ad valorem tax.

On April 28, 1992, the voters of the City of Vestavia Hills, Alabama, elected to renew the 5.5 mill Special School District ad valorem tax.

On May 3, 1993, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 1353, levying ad valorem taxes at the rate of \$9.26 per \$100.00 of assessed value on real and personal property located within the City for the period beginning October 1, 1993, and ending September 30, 1994.

On October 26, 1993, the voters of the City of Vestavia Hills, Alabama, voted in favor of a 9.6 mill increase of the 5.5 mill ad valorem tax (under Section 2 of Amendment 3, sometimes referred to as Amendment Number 3, Three Mill District Tax) to 15.1 mills.

Because of the 9.6 mill increase of the 5.5 mill ad valorem tax to 15.1 mills, the 9.6 mill ad valorem tax authorized by Amendment Number 82 of the Constitution of the State of Alabama was not renewed.

On March 11, 2014, the voters of the City of Vestavia Hills, Alabama, voted in favor of renewing the levy of the said 10.5 mill tax commencing with the tax year for which taxes will become due and payable on October 1, 2018 and for each consecutive tax year thereafter without limit as to time.

On March 7, 2017, the voters of the City of Vestavia Hills, Alabama, voted in favor of renewing the levy of the said 15.1 mill tax (9.60 and 5.50 Jefferson County Special School District Taxes) for a period of 25 years commencing on October 1, 2022 and ending on September 30, 2046.

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

SECTION ONE - TAX LEVY: Taxes are hereby levied for the City tax year commencing on the first (1st) day of October 2017, on all real and personal property and

other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2018, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- B. A tax for public school purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- C. In summary, the aggregate local millage for general municipal purposes and local school district tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property.
- D. The local millage, for City accounting purposes, shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary - Warrants	.3150
High School and Board Operations	<u>2.5600</u>
TOTAL	4.9300

SECTION TWO - SPECIAL DISTRICT TAXES: In addition to the taxes levied in SECTION ONE above, taxes are hereby levied for the City tax year commencing on the 1st day of October, 2017, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2018, as follows:

- A. A further tax of One Dollar and Fifty-one Cents (\$1.51) of each One Hundred Dollars (\$100.00) of the assessed value of such property, in addition to the above mentioned taxes to be applied exclusively to public school purposes pursuant to the authority conferred by the Constitution and the election held on February 11,

1969; renewed on April 28, 1992, and increased to 15.1 mills on October 26, 1993.

- B. A further tax of Eighty-two Cents (\$0.82) of each One Hundred Dollars (\$100.00) of the assessed value of such property, to be used solely and only for public school purposes pursuant to the Constitution of the State of Alabama.

Should the City Council of Vestavia Hills, Alabama, have no legal authority to provide for the levy, assessment and collection of the said Special School District Taxes as described in this SECTION TWO, then in such event, this SECTION TWO shall be considered as the City's support of the Vestavia Hills Board of Education.

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2017, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2017, and shall on said date become a lien on the property subject thereto.

SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR COMPENSATION: The Tax Assessor and Tax Collector of Jefferson County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 2721, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

SECTION SEVEN - SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

SECTION EIGHT - INTENT: It is the intent of the City of Vestavia Hills, Alabama, with the passage of this Ordinance Number 2721, that the aggregate local millage for general municipal purposes and local school district tax rates be Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property and consist of the following:

Special High School Tax and Operations	\$	2.560
General Municipal Including Garbage		2.055
West Elementary		<u>.315</u>
TOTAL	\$	4.930

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, shall amount to Nine and 26/100 Dollars (\$9.26), which shall consist of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		1.510
5.	Local General Municipal Purpose Tax		2.055
6.	Special Municipal School Tax		2.560
7.	West Elementary		<u>0.315</u>
	TOTAL	\$	9.260

SECTION NINE - TAX ABATEMENT: Whereas, the City of Vestavia Hills has annexed no parcels of land with tax abatements.

SECTION 10 - EFFECTIVE DATE: This Ordinance shall become effective immediately upon its adoption and approval and is adopted and approved all in accordance with Title 11-51-40, et seq., *Code of Alabama, 1975*.

ADOPTED and APPROVED this the 12th day of June, 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 # 2721 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 12th day of June, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2722

AN ORDINANCE PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF IN SHELBY COUNTY.

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

SECTION ONE - TAX LEVY: Taxes are levied for the City tax year commencing on the first (1st) day of October, 2017, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for State taxation as shown by the books of assessment for the State and County tax year ending during the preceding year, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of value of such property;
- B. A tax for Public School purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of value of such property;
- C. In summary, the aggregate local millage for general Municipal purposes and Municipal School tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred (\$100.00) of the value of such property;
- D. The local millage for the City's accounting purposes shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary Warrants	0.3150
High School and Board Operations	<u>2.5600</u>
Total	4.9300

SECTION TWO - SHELBY TAX LEVY: Taxes are hereby levied by the Shelby County Commission §40-7-42, Code of Alabama, 1975 for the City tax year commencing on the first day of October, 2017, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2018, as follows:

- A. A tax of Fifty Cents (\$0.50) on each One Hundred Dollars (\$100.00) of the value of such property for general fund purposes;
- B. A tax of One Dollar and Sixty Cents (\$1.60) on each One Hundred Dollars (\$100.00) of the value of such property for school districts;
- C. A tax of Twenty-five Cents (\$0.25) for each One Hundred Dollars (\$100.00) of the value of such property for roads and bridges;
- D. In summary, the aggregate County millage for general purposes, countywide school taxes, and road and bridges is Two and 35/100 Dollars (\$2.35) per One Hundred Dollars (\$100.00) of the value of such property.

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Shelby County, Alabama, should amount to Seven and 93/100 Dollars (\$7.93) which shall consist of the following millages:

State of Alabama	0.650
Shelby County	0.500
Shelby County School Countywide	1.600
Shelby County Road and Bridge	0.250

General Municipal Purpose Tax	2.055
Special Municipal School Tax	2.560
West Elementary Warrants	<u>0.315</u>
Total	7.930

SECTION THREE - TAX BASIS AND WHEN DUE: On and after the 1st day of October, 2017, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

SECTION FOUR - EFFECTIVE DATE AND LIEN: The levy of taxes made herein shall go into force and effect as of October 1, 2017, and shall on said date become a lien on the property subject thereto.

SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR COMPENSATION: The Tax Assessor and Tax Collector of Shelby County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

SECTION SIX - CONFLICTS: That all Ordinances, or parts of Ordinances, including Ordinance Number 2722, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

SEVERABILITY: The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

EFFECTIVE DATE: This Ordinance shall become effective immediately upon its adoption and approval.

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

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2722 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 12th day of June, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4952

A RESOLUTION AMENDING THE VACATION AND SICK LEAVE USAGE POLICY FOR FULL-TIME EMPLOYEES OF THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, the City of Vestavia Hills is under the provisions of the Jefferson County Personnel Board to determine compensation, and other terms and conditions of employment for City of Vestavia Hills, Alabama employees; and

WHEREAS, the City has continuously provided certain vacation and sick leave benefits to all full-time employees of the City, and it wishes to continue to furnish such benefits to its employees; and

WHEREAS, the current City Vacation and Sick Leave Usage Policy for the City's full-time employees does not allow employees to use accrued vacation and sick leave time until they have completed twelve months of employment; and

WHEREAS, the City has been advised by the Jefferson County Personnel Board that it has amended the Vacation and Sick Leave Usage Policy for the City's full-time employees for the use of accrued leave after ninety (90) days of employment, attached hereto, and marked as Exhibit A and is incorporated into this Resolution Number 4952 by reference as though set out fully herein; and

WHEREAS, the City wishes to amend the Vacation and Sick Leave Usage Policy for the City's full-time employees for the use of accrued vacation and sick leave after ninety (90) days of employment; and

WHEREAS, it is anticipated that the implementation of the recommended amendments to the Vacation and Sick Leave Usage Policy will not increase the City's payroll expenditures, nor will they consist of a reduction in any benefit accruals currently available to City employees; and

WHEREAS, the City Manager has reviewed the recommendations of the Jefferson County Personnel Board and has advised the City that the recommendations should be adopted; and

WHEREAS, the Mayor and City Council have reviewed the recommendation and find it is in the best public interest to approve that the recommended changes to the Vacation and Sick Leave Usage Policy.

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

1. All existing and future employees of the City of Vestavia Hills shall be authorized to use accrued vacation and sick leave time after completing ninety (90) days of employment; and
2. The City Manager is hereby authorized to execute the revised Vacation and Sick Leave Usage Policy; and
3. This Resolution Number 4952 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

Personnel Board Policy Number: 6.4

Title: Employee Vacation & Sick Leave Usage Policy
Author of Policy: Administration - Business Office
Effective Date: September 13, 2016
Approved by Board Members: September 13, 2016
Last Revised: New

PURPOSE

Regular, predictable attendance is a key element to ensuring appropriate staffing levels for the completion of work and supporting the Personnel Board’s customers. This policy intends to promote effective organizational performance through appropriate management of employee leave accrual and usage. This policy provides information on leave accruals and restrictions and guidance on the usage of leave.

VACATION LEAVE ACCRUAL

Annual leave with pay is available for vacation and personal matters for full-time classified employees. Paid vacation leave will accrue according to the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation Accrued per Month</u>
Less than 12	8 hours
At least 12, but less than 25	12 hours
25 or more	16 hours

An employee shall not accrue vacation leave during any month in which, for more than fifteen (15) business days of the month, the employee is on a leave of absence without pay, is suspended or is otherwise in a non-pay status.

VACATION LEAVE USAGE

Vacation cannot be taken in advance of the monthly accrual. Vacation leave accrued but not used may be accumulated during the calendar year with no maximum amount. However, no more than 320 hours of accrued vacation leave may be carried forward from one calendar year to the next, except based on extenuating circumstances and with the documented approval of the Director or his designee. Probationary employees are eligible to use accrued vacation time, in accordance with this policy, after ninety (90) days of continuous service.

To schedule vacation time, an employee must submit in writing his/her request to his immediate supervisor/manager. The supervisor/manager shall determine his/her preferred method of communicating the request in writing (e.g., an Outlook meeting request, an email, etc.) While reasonable efforts will be made to accommodate vacation requests, supervisors/managers will make time off decisions based on a number of factors, including work & staffing requirements, seniority, and the date the request was submitted. It is the responsibility of the employee to ensure that they have enough accrued leave available to cover the dates requested and the responsibility of the manager to ensure sufficient leave is available for dates approved. Employees are expected to request scheduled time away from work with as much advance notice as possible. If a request is denied, the supervisor/manager will communicate the reason for denial to the employee. Vacation requests made within less than one week of the desired vacation leave may be denied without further communication of the reason for denial.

SICK LEAVE ACCRUAL

Sick leave with pay is not a right for which employees may make demand, but a privilege granted. Sick leave may be granted only for qualified absences due to personal illness, personal dental/doctor appointments, attendance upon members of the immediate family whose illness requires the care of the employee, bereavement, treatment/care/counseling for the employee and any other reason related to the health and wellness of the employee which has been approved by the Director or designee. Immediate family is defined as the employee's spouse, children, parents, grandparents, grandchildren, siblings, legal guardians and legal residents of the employee's household, as well as the employee's spouse's "immediate family" and includes step-relationships. All regular employees shall accrue sick leave at the rate of eight (8) hours per month of service. An employee shall not accrue sick leave during any month in which, for more than fifteen (15) days of the month, the employee is on a leave of absence without pay, is suspended or is otherwise in a non-pay status.

SICK LEAVE USAGE

Sick leave cannot be taken in advance of the monthly accrual. Sick leave accrued but not used may be accumulated during the calendar year with no maximum amount. Probationary employees are eligible to use accrued sick time qualified absences, in accordance with this policy, after ninety (90) days of continuous service. Any approved absence from work due to illness will be charged against the employee's sick time. If the employee has insufficient accrued sick leave, then the time will be charged against the employee's accrued vacation leave or available variable days at the employee's discretion.

When requesting sick leave, the supervisor/manager reserves the right to require an employee to provide a doctor's statement or written evidence prior to and/or immediately upon return to work in order to document the need for and/or length of the requested leave. If this information is requested and the employee does not submit the requested documentation, the employee may be subject to corrective action in accordance with the policy on progressive discipline.

An employee who is unable to report for work due to their own illness or illness of an immediate family member must contact his/her direct supervisor at least 30 minutes before his/her scheduled start time. An employee may report his/her inability to attend work by phone call, to the direct supervisor (leaving a voicemail and then calling the second level supervisor if the direct supervisor does not answer), email directed to both the direct and second level supervisors, or text directed to both the direct and second level supervisors. Employees must continue to call, email or text on a daily basis to report any inability to attend work for consecutive days' absences. If an employee's absence exceeds seven (7) consecutive work days, please refer to the Personnel Board's Family and Medical Leave Policy for information on requirements under that policy. Failure to adhere to the requirements of this policy may result in disciplinary action, up to and including termination of employment.

Employee absences will be tracked over each calendar year starting January 1st. If an employee exceeds five (5) sick leave occurrences within the calendar year (January 1st through December 31st), the employee will be required to produce an original doctor's note in order for the absence to be excused. Employees failing to produce a required doctor's note will be subject to discipline under the progressive discipline policy. An "occurrence" is an unscheduled absence from work of more than four hours. If an employee has multiple absences across consecutive work days due to an extended illness, this event will be treated as a single occurrence. If the single occurrence exceeds seven (7) days, please refer to the Personnel Board's Family and Medical Leave Policy for information on requirements under that policy. Failure to adhere to the requirements of this policy may result in disciplinary action, up to and including termination of employment.

LEAVE WITHOUT PAY

The Board encourages employees to appropriately manage leave time and discourages the use of leave without pay (unless approved under the Personnel Board's Family Medical Leave policy). In situations where an employee who calls in sick, or is otherwise absent, and has insufficient accrued leave time (sick, vacation, or variable days) to cover the hours missed, the employee must submit a request for leave without pay to the Director. Leave without pay will only be approved under extenuating circumstances. The Director may consider the reason for the unpaid leave request, historical patterns of leave usage, or any other factors deemed relevant to the situation in determining whether to approve a leave without pay request. An employee found to be in abuse of leave time and leave policies may be subject to disciplinary actions up to and including termination of employment. Please refer to the Board's Progressive Discipline Policy.

REPORTING REQUIREMENTS

The Board also requires accurate reporting and recordkeeping of hours worked by all staff. Not submitting an accurate report of time worked or time away from work may result in corrective action. It is the responsibility of the employee and the supervisor to track his/her available leave balances before requesting vacation or sick leave. It is the responsibility of supervisors/managers to provide appropriate corrective action when an employee's attendance is unsatisfactory. Corrective action for attendance-related issues will be in compliance with the Board's Progressive Disciplinary Policy.

RESOLUTION NUMBER 4953

**A RESOLUTION GRANTING ALABAMA POWER COMPANY A
UTILITY EASEMENT FOR CONNECTION OF ELECTRICAL
SERVICE**

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

1. The City Manager is hereby authorized to sign an agreement with Alabama Power Company to grant an easement, right and privilege as described in said agreement (copy attached); and
2. Resolution Number 4953 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

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF JEFFERSON

This instrument prepared by: Dean Fritz

Alabama Power Company
Attn: Corporate Real Estate
2 Industrial Park Drive
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That the undersigned **The City of Vestavia Hills, a municipal corporation** (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in **Deed Book 200304, Page 5172**, in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____.

ATTEST (if required) or WITNESS:

(Grantor)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____

[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: Choose an item. Location to Location: _____

CORPORATION NOTARY

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of The City of Vestavia Hills, a municipal corporation, a 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the _____ day of _____, 20_____.

[SEAL]

Notary Public
My commission expires: _____

SKETCH OF PROPOSED WORK - SIMPLIFIED W E

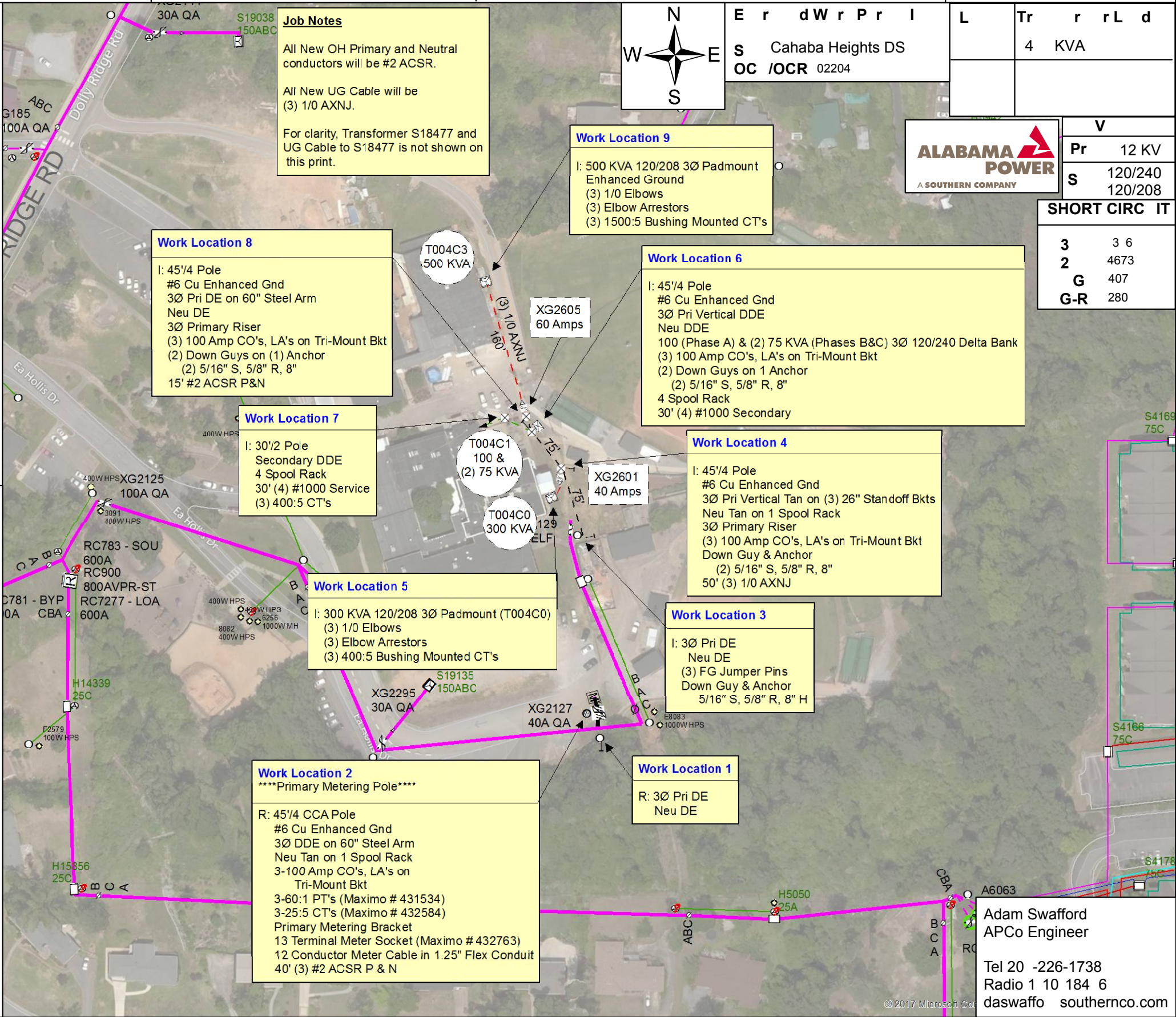
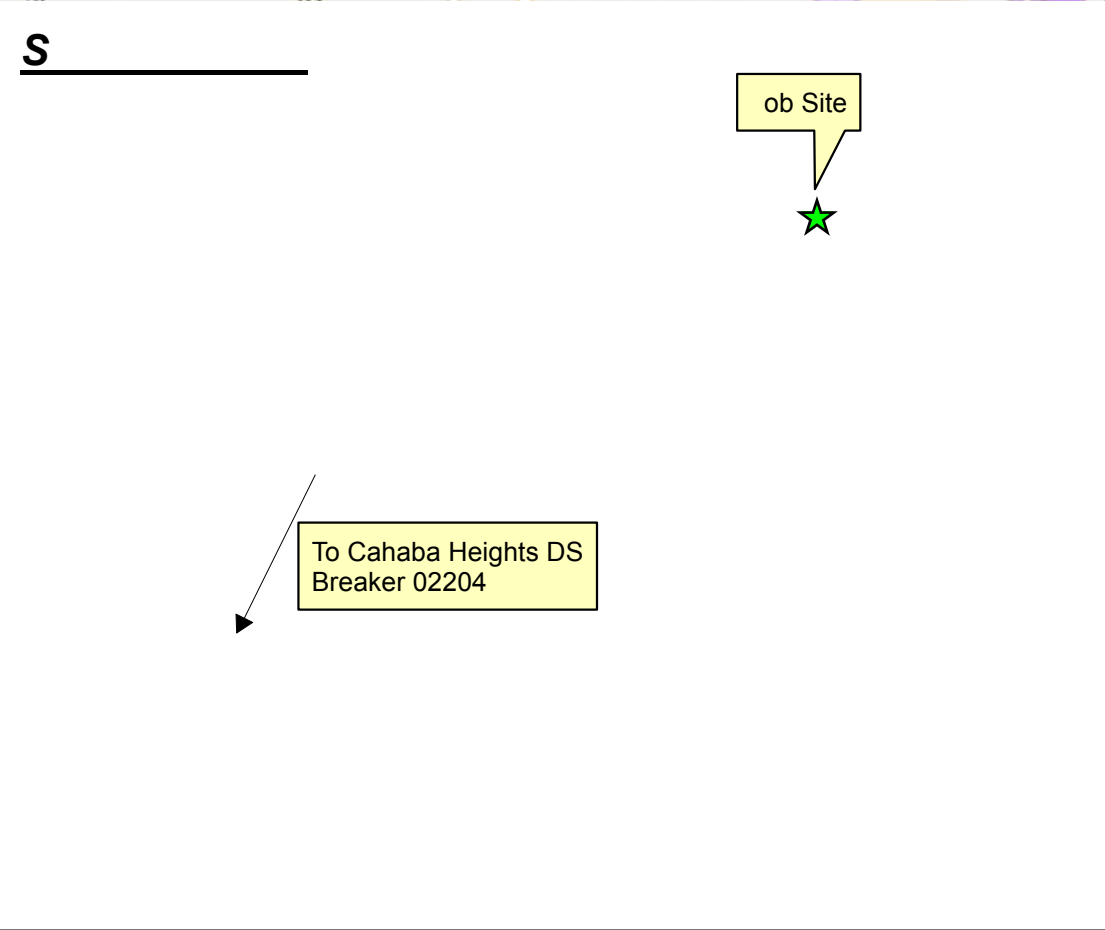
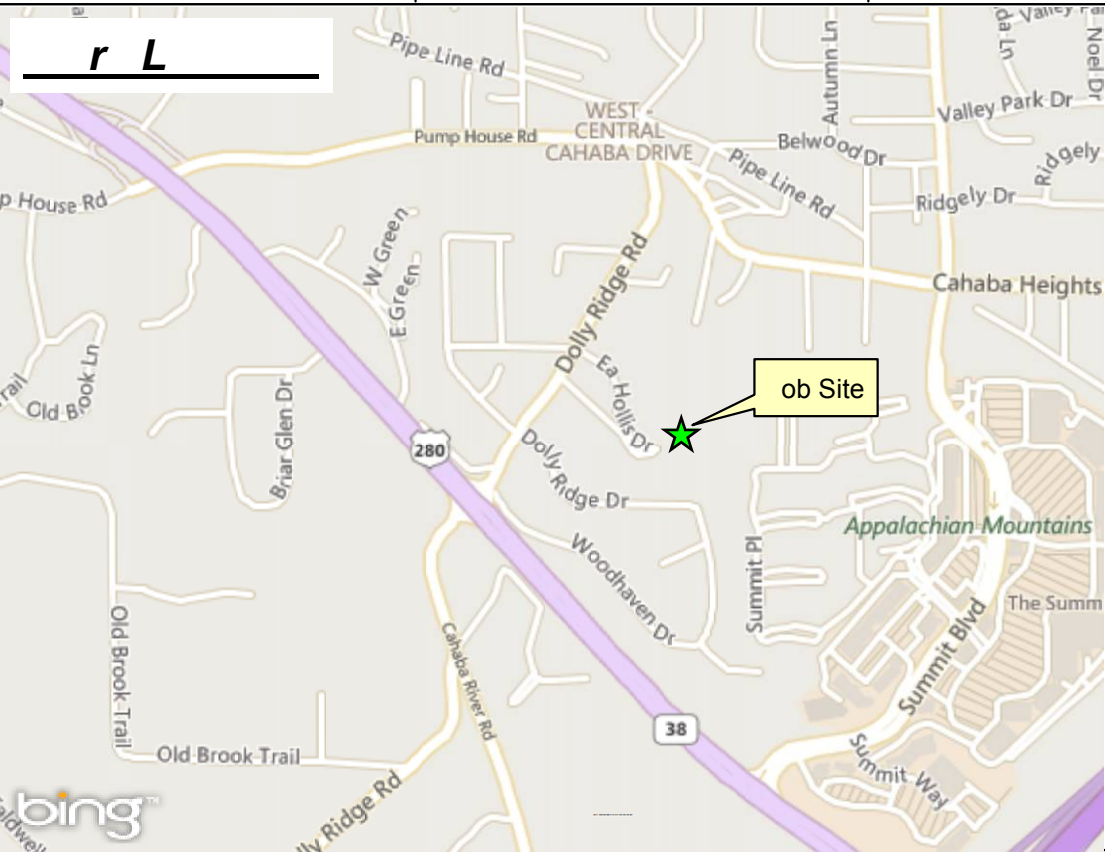
M C r TM
1720305 12143732

M C r L L
33.451898 -86.737996

1 = 125

Resolution Number 4953
Exhibit A
Page 3

C r Vestavia Elementary Cahaba Heights	L 4401 Dolly Ridge Rd	C d S D 8/30/17	C Jefferson	S 22	T 18S	R 02W	Add I	E N A61 3-06-A41
D PD Birmingham	D r Metro South	T Vestavia	rID daswaffo	Cr d 5/26/2017	S	X- 02204	_ XG212	MISSALL



RESOLUTION NUMBER 4956

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE BIRMINGHAM SWIM LEAGUE

WHEREAS, on September 4, 2002, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 3191 to authorize the Mayor to enter into an agreement with the Birmingham Swim League concerning a proposed extension of pool use with the construction of a “bubble”; and

WHEREAS, on December 16, 2002, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 3191-A to amend the above referenced agreement concerning contractors for construction of the “bubble” and liability insurance; and

WHEREAS, on May 15, 2006, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 3629 to authorize the Mayor to extend the amended agreement with the Birmingham Swim League; and

WHEREAS, procedures outlined in the agreement between the City of Vestavia Hills (“City”) and the Birmingham Swim League (“BSL”) allowed for extensions of the agreement; and

WHEREAS, the agreement with the Birmingham Swim League agreement expired this year; and

WHEREAS, the Parks and Recreation Board would like to renew an agreement with the Birmingham Swim League on an annual basis due to the potential Community Spaces Plan; and

WHEREAS, the City Manager and the Public Services Director recommend the approval and agree it would be in the best public interest to enter into an agreement on an annual basis, a term to begin on May 27, 2017 and to terminate on May 26, 2018; and

WHEREAS, the Mayor and Council agree it would be in the best public interest to enter into an agreement on an annual basis, a term to begin on May 27, 2017 and to terminate on May 26, 2018.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with the Birmingham Swim League for the period of one year beginning on May 27, 2017 and to terminate on May 26, 2018; and
2. A copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4956 as though fully written therein; and
3. This Resolution Number 4956 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

STATE OF ALABAMA

JEFFERSON COUNTY

POOL FACILITY USE AND OPERATION AGREEMENT

THIS POOL FACILITY USE AND OPERATION AGREEMENT (“Agreement”) is made and entered into on this the _____ day of May, 2017, by and among the City of Vestavia Hills, Alabama, a municipal corporation (“City”); the Vestavia Hills Park and Recreation Board (“Board”); and Birmingham Swim League, an Alabama non-profit corporation (“BSL”).

WITNESSETH THESE RECITALS:

WHEREAS, the City presently owns a swimming pool facility (“Pool”) in its park facility known as “Wald Park” (“Park”). The Pool is an outdoor pool and operated by the Board only from Memorial Day weekend through Labor Day weekend; and

WHEREAS, the Vestavia Hills Park and Recreation Board, pursuant to Title 11-86-3, *Code of Alabama, 1975*, and Ordinance Number 2258, is responsible for the direction, supervision and promotion of such recreation programs as will contribute to the welfare of the residents of the City. The Board also shall have control over all lands, buildings, equipment and other facilities assigned for recreational purposes to the Board by the City; and

WHEREAS, BSL, is an Alabama not-for-profit corporation, an organization exempt from federal income taxation under Section 501(c)(3) of the *Internal Revenue Code of 1986*, is a member club of USA Swimming and operates a year-round competitive swim team and swim lesson program. BSL has utilized the Pool for many years for its summer swim team practice pursuant to agreements with the City; and

WHEREAS, the City and BSL entered into a Pool Facility Use and Operation Agreement on September 17, 2002 which, after two renewals, will expire on May 26, 2017; and

WHEREAS, the City, Board and BSL wish to enter into a new agreement; and

WHEREAS, the City, Board and BSL wish to reduce their agreement to writing.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the foregoing premises and the agreements set forth herein, the City, Board and BSL hereby expressly and mutually agree as follows:

SECTION I
TERM OF AGREEMENT

A. **TERM:** The term of this Agreement shall be for a period of one (1) year beginning on May 27, 2017 and ending on May 26, 2018.

B. **TERMINATION:** The City and Board shall have the right in their sole and absolute discretion to cancel and terminate this Agreement upon thirty (30) days prior written notice to BSL, which said notice shall specify the date on which the Agreement will terminate.

SECTION II
PERIODS FOR OPERATION OF POOL

During the Term, the parties to this Agreement shall be responsible for the operation of the Pool as follows:

A. **RECREATION SEASON (SUMMER OPERATION PERIOD):** During the period beginning on the Saturday prior to Memorial Day weekend and ending on the Tuesday after Labor Day (the “Summer Operation Period”) during the Term, the City and Board will continue to operate the Pool as it has prior to this Agreement and will have complete responsibility for all aspects of the operation and maintenance of the Pool. During each Summer Operation Period, BSL will be permitted to use the Pool as a practice facility during the days and hours set forth in the schedule immediately below.

1. BSL shall be allowed the exclusive use of the Pool in accordance with the following schedule:

<u>Day</u>	<u>Hours</u>
Monday	5:00 a.m.to 7:45 a.m. and 7:00 p.m. to 9:30 p.m.
Tuesday	5:00 a.m.to 7:45 a.m.
Wednesday	5:00 a.m.to 7:45 a.m.
Thursday	5:00 a.m.to 7:45 a.m. and 7:00 p.m. to 9:30 p.m.
Friday	5:00 a.m.to 7:45 a.m.
Saturday	5:00 a.m.to 10:30 a.m.
Sunday	None.

2. All members of the Birmingham Swim League shall be required to purchase a membership in the Vestavia Hills Park and Recreation Program. Members of BSL who are residents of the City of Vestavia Hills, Alabama shall pay the membership fees as aforesaid applicable to other Vestavia Hills residents. Members of BSL who are not residents of the City of Vestavia Hills, Alabama shall purchase said memberships at the non-resident rate. All payments made by BSL members for the purchase of resident and non-resident memberships in Vestavia Hills Park and Recreation shall be paid to the City. Members of BSL, residents of Vestavia Hills and any other non-resident must purchase a membership in the Vestavia Hills Parks and Recreation Program or pay a daily use fee to participate in Open Recreational Swim

Time. If members of BSL use the swimming pool during the Summer Operation Period and outside of the schedule set forth above, then in such event said BSL members shall also purchase a swim pass or pay a daily fee.

B. YEAR ROUND SEASON (EXTENDED OPERATION PERIOD): During the period beginning on the Tuesday after Labor Day and ending on the Saturday, May 26, 2017, prior to the following Memorial Day weekend (the “Extended Operation Period”) BSL, subject to the ultimate responsibility of the City and Board, shall, on an exclusive basis, operate the Pool for the City and Board.

C. TRANSITIONS: The parties will cooperate with each other during the transitions from Summer Operation Period to Extended Operation Period and from Extended Operation Period to Summer Operation Period so as to assure an orderly operation of the Pool, including providing reasonable access to the Pool facility to the party in the process of assuming operational responsibility prior to its assumption of operations.

SECTION III **HEATING EQUIPMENT AND RELATED ITEMS**

A. BUBBLE: The Bubble heretofore utilized by BSL shall not be installed on the swimming pool during the term of this Agreement.

B. POOL WATER HEATING EQUIPMENT: BSL will, at its sole expense, acquire and install for use at the Pool water heating equipment to heat the water in Pool. The equipment selected and plans for its installation shall be approved by the Board Director and the City, which approval shall not be unreasonably withheld. Installation of the gas lines necessary for the operation of said Pool water heating equipment shall be done by BSL at its sole expense.

C. BULKHEAD: During the Extended Operation Period only, BSL will, at its sole expense, be permitted to install a movable bulkhead (“Bulkhead”) to permit the Pool to be partitioned into two (2) 25-yard long swimming areas. Prior to the Summer Operation Period, the Bulkhead shall be removed at the sole expense of BSL.

D. OWNERSHIP OF IMPROVEMENTS TO POOL:

1. City: The Pool water heating equipment and gas line shall become the property of the City once the same has been installed by BSL.

2. BSL: The Bulkhead acquired by BSL for use at the Pool shall remain its property.

SECTION IV
CONDUCT OF OPERATIONS DURING EXTENDED OPERATION PERIOD

During the Extended Operation Period, the Pool shall be operated by BSL as follows:

A. GENERAL: BSL shall, subject to the times set forth in paragraph B below, conduct such aquatic programs, including swim team practice for BSL's swim team and Swim America swim lesson program, as it shall determine and shall determine the hours of operation of such programs. The diving board will not remain in operation during the Extended Operation Period.

B. USE BY RESIDENTS OF THE CITY OF VESTAVIA HILLS: Residents of the City of Vestavia Hills, Alabama shall be allowed to swim in one of the two 25-yard pool areas during normal weeks of operation (or in a portion of the Pool when the Pool is in "long course" configuration), subject to closure of the Pool for special events, in accordance with the following schedule for every week during the Extended Operation Period:

Open Recreational Swim Time Schedule:

Monday through Friday	3:00 p.m. to 4:00 p.m. and 7:00 p.m. to 9:00 p.m.
Saturday	Noon to 5:00 p.m.
Sunday	1:00 p.m. to 5:00 p.m.

Lap Swim Only Schedule:

Monday through Friday	11:00 a.m. to 1:00 p.m.
-----------------------	-------------------------

The above schedule may be changed by BSL upon the prior written approval by the City and Board, which shall not be unreasonably withheld.

1. Open Recreational Swim Times: The times during the days set forth in the schedule immediately above shall hereinafter be referred to as "Open Recreational Swim Times" for residents of Vestavia Hills during the Extended Operation Period.

2. Fees for Open Recreational Swim Times:

(a) Vestavia Hills Residents: Vestavia Hills residents may swim during the Open Recreational Swim Times provided they:

(i) purchase a membership in Vestavia Hills Park and Recreation, and in addition purchase a swim pass for the Extended Operation Period; or

(ii) pay a daily fee for each and every day that they swim during the Extended Operation Period.

(b) **Members of BSL:** Members of BSL may swim during the Extended Operation Period provided they first purchase a membership in Vestavia Hills Parks and Recreation. Members of BSL who are residents of Vestavia Hills shall pay at the resident's rate, while members of BSL who are not residents of Vestavia Hills shall pay at the non-resident membership rate.

(c) **Other Non-Residents:** Other non-residents of Vestavia Hills may swim during the Open Recreational Swim Times provided they:

(i) purchase a non-resident membership in Vestavia Hills Park and Recreation and in addition purchase a non-resident swim pass for the Extended Operation Period; or

(ii) pay a daily fee for each and every day that they swim during the Extended Operation Period on a non-resident basis.

(iii) all revenue derived from the sale of resident and non-resident memberships in Vestavia Hills Park and Recreation Program shall be paid over and the exclusive property of the City for the Board.

C. CLOSURE OF POOL FOR SPECIAL EVENTS: It is contemplated by the parties that BSL will conduct swim meets and other special events at the Pool. BSL shall be permitted to close the Pool for purposes of conducting swim meets or other special events; provided, that BSL shall give the Park Director at least fourteen (14) days prior written notice of any such closure. In no event shall the Pool be closed by BSL for the purpose of conducting a swim meet or other special event more than eight (8) weekends during any one Extended Operation Period. Swim meets may in some instances begin on Friday evening and may involve closing the Pool beginning at some point on Friday in order to properly set up the Pool for the meet.

D. PROGRAMS SPONSORED BY BSL: Residents of the City of Vestavia Hills may participate in any other program offered by BSL during the Extended Operation Period; provided the said resident shall have first paid the fee or charge for said participation in said program. The fee or charge for each different program sponsored by BSL shall be established by BSL upon prior written approval by the City and Board, which said approval shall not be unreasonably withheld.

E. DAILY INSPECTIONS: BSL shall conduct daily inspections of the Pool and promptly report in writing to the Department of Parks and Recreation any necessary maintenance and repairs to the Pool that are the City's responsibility (restrooms, buildings, etc.). BSL will take any and all actions necessary with respect to the operation of the Pool as may be required to maintain and keep a rating of at least ninety (90) on inspections by the Jefferson County Department of Health.

F. MONTHLY REPORTS: BSL shall provide monthly reports to the City and Board by the 15th day of the following month concerning programs and their enrollment and the amount of general use. A representative of BSL is required to attend the monthly Park and Recreation Board meetings to discuss any concerns that the Board might have and any concerns that BSL may have. BSL shall provide the City and Board access during normal business hours to all electronic and hard data, books, records and correspondence pertaining to services under this Agreement for the purpose of audits or verification of programming details. Records shall be available for review for one (1) year following expiration of this Agreement.

G. NOTICE OF PROGRAMS: BSL shall provide the Board Director seven (7) days' advance notice of all program schedules prior to publicizing said programs.

H. PAYMENT OF TAXES AND OTHER CHARGES: BSL shall make full payment and be responsible for any and all taxes and other charges incurred by or against any of the services provided by BSL and Pool staff under its operation.

I. WORKER'S COMPENSATION: BSL shall maintain and pay the premiums, throughout the Term of this Agreement or any renewal thereof, for a policy or policies of worker's compensation insurance with such limits as may be required by law.

J. INDEPENDENT CONTRACTOR: BSL shall be solely responsible for compensating its staff. BSL shall comply with all necessary federal, state and local laws, ordinances, regulations, fees, permits, licenses and insurance pertaining to services provided and the employment on its staff. Such persons shall be employees or independent contractors of BSL and shall not be deemed employees or agents of the City.

K. COMPLIANCE WITH CITY ORDINANCES, POLICIES, RULES AND REGULATIONS: BSL shall, during its use of the Pool and other City property in the Summer Operation Period (see II-A) and its operation of the Pool and other city property during the Extended Operation Period (see II-B), strictly comply with any and all ordinances and resolutions of the City and the policies, rules and regulations of the Department of Public Parks and Recreation, as may be adopted or amended from time to time. If BSL violates any one of the said ordinances, resolutions, polices, rules or regulations, then in such event a warning letter will be sent by the City for the first two (2) violations. Any further violations in a twelve (12) month period shall constitute a breach of contract. After twelve (12) months a warning shall be deleted.

L. SECURITY: BSL shall be responsible for any and all security during the Extended Operation Period, including specifically but not limited to:

1. Keeping order during hours of operation;
2. Keeping the premises locked and securing the facility when it is closed so as to prohibit access by persons during hours that the Pool is closed;
3. Securing the Pool in the event of any emergency such as hurricanes and/or tornadoes;

4. Keeping an adequate number of lifeguards on duty at all times when the Pool is open for use by residents of the City of Vestavia Hills and others. The number of lifeguards to be furnished by BSL shall be dependent on usage; and

5. The Pool shall be locked by BSL every night and whenever the Pool is closed to the public. BSL shall be responsible for any repairs or replacement that result from vandalism for failure to lock or keep the Pool facility secure, including locker rooms and restrooms.

M. COOPERATION WITH DEPARTMENT OF PARKS AND RECREATION: BSL shall cooperate with the City of Vestavia Hills Department of Parks and Recreation during its use of the Pool during the Summer Operation Period and its operation during the Extended Operation Period. BSL shall disseminate City and Board provided information regarding Department of Parks and Recreation activities, programs and events when requested to do so.

N. COOPERATION WITH VESTAVIA SWIM ASSOCIATION (VSA): BSL shall cooperate with the Vestavia Swim Association (VSA) prior to the beginning of each Summer Operation Period to facilitate the beginning of its summer swim teach program and shall also coordinate with VSA regarding all shared equipment. VSA shall be given use of the Pool facility for afternoon practice sessions during the last two (2) weeks of the Extended Operation Period of every year during the Term and renewal thereof.

O. HANDICAPPED ACCESSIBILITY: Programs offered by BSL shall be handicapped accessible.

SECTION V **FEES AND CHARGES**

A. AMOUNT: BSL shall, subject to the prior written approval by the City and Board, establish the prices and fees to be charged by BSL for the sale of merchandise and the services provided in BSL programs during the Extended Operation Period. The City and Board shall not unreasonably withhold their approval.

B. OWNERSHIP: BSL shall retain and own all of the fees and charges referred to in paragraph A above after payment of the expenses for which it is responsible; provided, however, that the City shall receive, retain and own any and all fees paid by anyone, including specifically BSL members, Vestavia Hills residents and other non-resident citizens, for memberships in the Vestavia Hills Parks and Recreation and for swim passes during the Summer Operation Period.

C. CHARGES TO VESTAVIA HILLS RESIDENTS:

1. **Vestavia Hills Residents:** Vestavia Hills residents may swim during the Open Recreational Swim Times Provided they:

(a) purchase a membership in Vestavia Hills Park and Recreation, and in addition purchase a swim pass for the Extended Operation Period; or

(b) pay a daily fee for each and every day that they swim during the Extended Operation Period.

2. **Members of BSL:** Members of BSL may swim during the Extended Operation Period provided they first purchase a membership in Vestavia Hills Parks and Recreation. Members of BSL who are residents of Vestavia Hills shall pay at the resident's rate, while members of BSL who are not residents of Vestavia Hills shall pay at the non-resident membership rate.

3. **Other Non-Residents:** Other non-residents of Vestavia Hills may swim during the Open Recreational Swim Times provided they:

(a) purchase a non-resident membership in Vestavia Hills Park and Recreation and in addition purchase a non-resident swim pass for the Extended Operation Period; or

(b) pay a daily fee for each and every day that they swim during the Extended Operation Period on a non-resident basis.

SECTION VI
MANAGEMENT AND MAINTENANCE OF POOL

A. **SUMMER OPERATION PERIOD:** During the Summer Operation Period, the City and Board shall be responsible for the day-to-day management and operations of the Pool and for the routine maintenance and upkeep of the Pool, except for the Pool water heater and related equipment, which shall be the obligation of BSL.

B. **EXTENDED OPERATION PERIOD:** During the Extended Operation Period, the responsibility for the routine maintenance, upkeep and day-to-day management and operation of the Pool shall be as follows:

1. **Inside the Fence:** BSL shall be responsible for the maintenance, upkeep and day-to-day management and operations of the Pool, including all facilities and equipment within the fenced area of the Pool. BSL shall keep a neat and orderly operation at all times and shall be solely responsible for the necessary routine maintenance service to properly maintain the Pool and area inside the fence.

2. **Lighting:** The City shall maintain lighting for the area of the Pool and shall be responsible for replacement of bulbs and other electrical repairs not caused by BSL or its staff.

3. **Fence:** The cost of maintaining and repairing the fence shall be paid one-half (1/2) by the City and one-half (1/2) by BSL.

4. **Garbage:**

(a) The City shall provide garbage and trash receptacles and dumpsters.

(b) Trash and garbage collected from within the Pool facility, including the locker rooms and concession stands shall be removed and deposited in the dumpsters by BSL.

(c) Dumping of the garbage and trash dumpsters shall be the responsibility of the City.

5. **Inspections:** The City shall have the right to inspect the Pool and facilities within the fence at any time. BSL shall undertake immediately the correction of any deficiency noted in the inspections. BSL shall provide the Board Director and the Vestavia Hills Police Department a set of all keys to the Pool facility.

6. **Utilities:**

(a) **Gas:** BSL shall be responsible for paying the gas bill incurred at the City rate.

(b) **Electricity:** BSL shall be responsible for paying the electric bill incurred at the City rate.

(c) **Water:** The City shall pay the water bill for the Pool; provided, however, if the City determines that the water usage is not consistent with the water bills incurred by the City prior to the execution and delivery of this Agreement, then in such event the BSL shall pay said water bills.

7. **Signs:**

(a) **City:** The Vestavia Hills Parks and Recreation Foundation was established on March 29, 1990 as amended on April 12, 1990. Its main purpose is to raise funds through contributions and other means to be utilized for the improvement and expansion of park and recreation facilities in the City of Vestavia Hills, Alabama. Both parties acknowledge and agree that the fundraising efforts by the Vestavia Hills Park and Recreation Foundation are continuous in nature.

(b) **BSL:** BSL has made it known to the City that it will be seeking corporate and other sponsorship to help defray its operational cost. Accordingly, BSL has requested permission to display appropriate signage for sponsors inside the Pool area in effort to help raise funds. The City hereby grants BSL permission to display said signage; provided, however, that the sponsors of BSL are not in direct competition with sponsors of the Vestavia Hills Parks and Recreation Department or the Vestavia Hills Park and Recreation Foundation. BSL shall seek the written approval of the Director of the Vestavia Hills Parks and Recreation Board before making said signage, causing said signage to be prepared or displaying said signage in the Pool area as aforesaid. The Board Director shall not unreasonably withhold permission for the display of said signage. Should any of said signage result in a conflict or direct competition to sponsors of the City, Board or the Vestavia Hills Parks and Recreation Foundation, then in such event BSL shall immediately remove said signage when requested to do so in writing by the City.

8. **Cleaning:** BSL shall take good care of the Pool facility and premises at all times; shall keep the Pool facility clean and free from debris; promptly remove all garbage and trash from the Pool facility on a daily basis and clean the dressing rooms and restrooms following swim meets and special events.

SECTION VII **REPAIR AND REPLACEMENT OF POOL EQUIPMENT**

During the term of this Agreement or any renewal thereof, BSL and the City shall be responsible for the repair and replacement of pool equipment and facilities over and above normal routine maintenance expenses as follows:

A. REPAIR OF EQUIPMENT:

1. **Summer Operation Period:** During the Summer Operation Period, the City shall be responsible for arranging and overseeing the repair of equipment comprising the Pool facility.

(a) **City:** The City shall pay fifty percent (50%) of the cost of repairing the Pool equipment during the Summer Operation Period.

(b) **BSL:** BSL shall pay the remaining fifty percent (50%) of the cost of repairing the Pool equipment during the Summer Operation Period.

2. **Extended Operation Period:** During the Extended Operation Period, the City shall be responsible for arranging and overseeing the repair of equipment comprising the Pool facility.

(a) **City:** The City shall pay fifty percent (50%) of the cost of repairing the Pool equipment during the Extended Operation Period.

(b) **BSL:** BSL shall pay the remaining fifty percent (50%) of the cost of repairing the Pool equipment during the Extended Operation Period.

B. EXPENDITURES FOR REPAIR AND REPLACEMENT OF EQUIPMENT: City and BSL shall strictly comply with the requirements of the Alabama Competitive Bid Law (Title 41-16-50, et seq., *Code of Alabama, 1975*) and Public Works Law (Title 39-1-1, et seq., *Code of Alabama, 1975*) when expenditures are made for the repair and/or replacement of equipment of the Pool.

C. REPAIRS BY CITY AND BOARD: The City, Board and BSL all acknowledge and agree that the swimming pool is old and could require major repairs during the term of this Agreement. Anything contained in this Agreement to the contrary notwithstanding, neither the City or the Board shall be required to make major repairs to the swimming pool. The question of what constitutes a major repair shall be decided by the City and Board in their sole and absolute discretion.

SECTION VIII **CIVIL RIGHTS ASSURANCE**

BSL shall be and is prohibited from discriminating based on race, color, religion, sex, age or national origin. As a condition to the execution and delivery of this Agreement by the City and Board, BSL agrees that it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1) (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin.

B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap.

C. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, et seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity conducted by BSL and/or City.

D. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681, 1683, 1685, 1686), which prohibits discrimination on the basis of sex.

E. Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e-2(a)), which prohibits unlawful employment practices.

F. Any other nondiscrimination provisions of the specific statutes cited above.

G. The requirements for any and all other nondiscrimination statutes, which apply to the conduct of governmental functions and the use of municipal facilities.

SECTION IX
PUBLIC LIABILITY INSURANCE

BSL shall, during the entire term of this Agreement or any renewal thereof, at BSL's own expense, keep in force and effect by advanced payment of premiums, public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one person or as a result of one occurrence and not less than Three Million Dollars (\$3,000,000.00) for injury to or death of more than one person as a result of one occurrence insuring BSL, the City of Vestavia Hills and the City's Mayor, City Manager, City Clerk, members of the City Council, servants, agents, employees and other representatives (as additional insureds) and the Board and its members and employees (as additional insureds) against any liability that may accrue against them or either of them on account of any occurrences on or about the Pool premises during the Summer Operation Period when BSL is using the Pool premises and also during the Extended Operation Period when BSL is managing and using the Pool premises or in consequence of BSL's occupancy thereof and resulting in personal injury or death. BSL shall, on request, furnish to City certificates of all insurance required under this paragraph. Failure of BSL to carry said insurance coverage shall constitute a breach of this Agreement.

SECTION X
INDEMNITY

BSL does hereby indemnify and agree to hold harmless the City of Vestavia Hills, Alabama, its Mayor, City Manager, City Clerk, members of the City Council, servants, agents, employees and other representatives and the Board and its members and employees and/or any one or more of any thereof against any claim, demand, loss, cost, damage, suits, actions, causes of action, payments, claims or other expenses resulting in or caused by personal injuries, death or property loss or damage from any occurrence or incident arising out of or in consequence of:

A. The use and occupancy of the Pool premises by BSL during the Summer Operation Period; and

B. The use of and operation of the Pool by BSL during the Extended Operation Period; and

C. Any damage to or loss of personal inventory or equipment owned by the City or Board while BSL is conducting programs, using the Pool facility and operating the Pool facility; provided, however, usual wear and tear to the Pool and equipment excepted.

This indemnification provision shall survive the expiration and termination of this Agreement. Anything contained herein to the contrary notwithstanding, BSL does not indemnify the City or Board or any of their representatives for anything attributable to the negligent willful or wrongful act of the City or its duly authorized agents or representatives.

SECTION XI
INDEPENDENT CONTRACTOR

It is understood that BSL is an independent contractor and is responsible for its own actions when performing services under this Agreement and is not an agent or employee of the City. BSL shall not receive any benefits provided to regular City employees. The City will not pay Social Security or withholding taxes for employees of BSL. BSL assumes all liability and responsibility for reporting its income to the proper authorities.

SECTION XII
ALTERATIONS AND FIXTURES

BSL shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the Pool and/or the Wald Park premises without first obtaining the City's written approval and consent. BSL shall present to the City plans and specifications for such work at the time approval is sought.

In addition, BSL will not paint or decorate any part of the exterior of the premises of the Pool and/or Wald Park premises, or any part of the interior without first obtaining the City's written approval.

SECTION XIII
IMMIGRATION LAW

Act 2012-491 of the Alabama Legislature requires that all state, county and municipal contracts and agreements contain the following language:

"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."

SECTION XIV
COMPLIANCE WITH TITLE 41-16-5,
CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying

business entity or to a contract with a value less than \$15,000.00. BSL represents and warrants that it is not currently engaged in, and 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.

SECTION XV
GENERAL PROVISIONS

A. NOTICES: Any and all notices required or permitted to be given hereunder shall be deemed received five (5) days after the same are deposited in the U.S. Mail sent postage prepaid via certified mail, return receipt requested.

All notices to the City shall be sent to:

City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

With a copy to:

Superintendent of Parks and Recreation
1973 Merryvale Road
Vestavia Hills, Alabama 35216

All notices to BSL shall be sent to:

President
Birmingham Swim League
1025 Montgomery Highway, Suite 106
Vestavia Hills, Alabama 35216

Either party may change the address at which it is to be given notice by giving notice of such change of address in the manner provided for giving notices in this paragraph.

B. AMBIGUITY: The parties acknowledge that they have entered into this Agreement after arms' length negotiations wherein all parties have had an opportunity to negotiate all terms and any ambiguity will not be strictly construed against the drafter of the Agreement.

C. INTERPRETATION: The Mayor and City Manager shall administer this Agreement on behalf of the City. As used herein, the word "City" shall refer to the City Manager unless otherwise noted or unless the context renders such construction illogical.

D. ATTORNEY'S FEES: In the event that any time during the term of this Agreement either the City, Board or BSL shall institute any action or proceeding against the other relating to the interpretation or enforcement of any of the provisions of this Agreement, or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the prevailing party for its reasonable expenses with regard to such action, including attorney's fees.

E. NON WAIVER:

(1) **City and Board:** The failure of the City or Board to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option therein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

(2) **BSL:** The failure of BSL to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option therein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

F. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties hereto. This Agreement may be amended at any time by written agreement of the parties signatory hereto.

G. ASSIGNMENT: BSL shall not assign or transfer this Agreement without the City's prior written approval. Any attempt to assign this Agreement without such approval shall be void.

H. ENTIRE AGREEMENT: This written Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

I. BINDING EFFECT: All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and shall be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

J. SEVERABILITY: If any part or provision of this Agreement or any other agreement entered pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

K. GOVERNING LAW: This Agreement and all transactions contemplated by this Agreement shall be governed by, and constructed and enforced in accordance with, the laws of the State of Alabama without regard to principles of conflicts of law. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

L. COMPLIANCE WITH LAWS: BSL additionally covenants to use and occupy said premises, including the bathhouse and restrooms, in a careful, clean, safe and proper manner, keeping said premises and appurtenances, if any, in a clean and safe condition. SL shall promptly execute and comply with all laws, statutes, ordinances, orders, regulations and requirements of the federal, state, county and city governments and of any and all their departments and bureaus applicable to the premises.

M. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

N. EXECUTION IN COUNTERPARTS: The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

O. NOT A LEASE: This Agreement is for operations and maintenance of the facilities defined herein. No part, parcel, building, structure, equipment or space is leased to BSL. BSL is not a lessee. BSL has the right to operate the Pool and such right shall continue so long as the concession operation complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement. This Agreement is not a Lease.

IN WITNESS WHEREOF, the parties have executed this Pool Facility Use and Operation Agreement to be executed on the day and year above.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

BOARD:
VESTAVIA HILLS PARKS
AND RECREATION BOARD

By _____
David Myers
Its President

ATTESTED:

By _____

BSL:
BIRMINGHAM SWIM LEAGUE

By _____
Its Duly Authorized Officer and Representative

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

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

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David Myers, whose name as President of the Vestavia Hills Parks and Recreation Board, is signed to the foregoing Pool Facility Use and Operation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Vestavia Hills Parks and Recreation Board.

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of the Birmingham Swim League, an Alabama non-profit corporation, is signed to the foregoing Pool Facility Use and Operation Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Birmingham Swim League.

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

Notary Public

My Commission Expires:

SEAL

RESOLUTION NUMBER 4954

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO REPLACE
A COMPRESSOR AND COIL IN THE HVAC SYSTEM AT THE
VESTAVIA HILLS LIBRARY IN THE FOREST**

**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 replace a coil and compressor in the HVAC system at a cost not to exceed \$11,000 as described in an interoffice memorandum from the Public Services Director, a copy of which is marked as “Exhibit A” and is attached to and incorporated into this Resolution Number 4954 as if written fully therein; and
2. This Resolution Number 4954 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

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

INTEROFFICE MEMO

Date: June 5, 2017

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Library HVAC

The HVAC at the library needs a new compressor and coil at a cost of \$10,936. This was a pre-existing issue with the unit prior to the contract with H&M Mechanical. H&M Mechanical has tried to “band-aid” the issue to keep the unit functioning, however it has become extremely time consuming and cost prohibitive.

I would like to request unanimous consent at the next council meeting for the amount of \$10,936 for the cost of the replacement parts. H&M Mechanical will cover the cost of labor within the maintenance contract.

Please let me know if you have any questions.

CC: Taneisha Tucker
Rebecca Leavings
Bobby McDaniel

ORDINANCE NUMBER 2711

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 27th day of February, 2017, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2419 Dolly Ridge Road
Jason and Stefanie Robinson, Owner(s)

More particularly described as follows:

Commence at the SE corner of the NE ¼ of the SW ¼ of Section 32, Township 18 South, Range 2 west, thence in a Northerly direction along the East line of said 1/4-1/4 466.79 feet to a point on the South line of a County Road; thence 72 degrees 44' 00" to the left along the southerly right-of-way line of said County Road 104.54 feet to the point of beginning; thence continue along the last described course 104.54 feet; thence 107 degrees 16' 00" to the left in a southerly direction 307.21 feet; thence 85 degrees 39' 45" left in an Easterly direction 100.0 feet; thence 93 degrees 20' 15" to the left in a Northerly direction 282.00 feet to the point of beginning.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

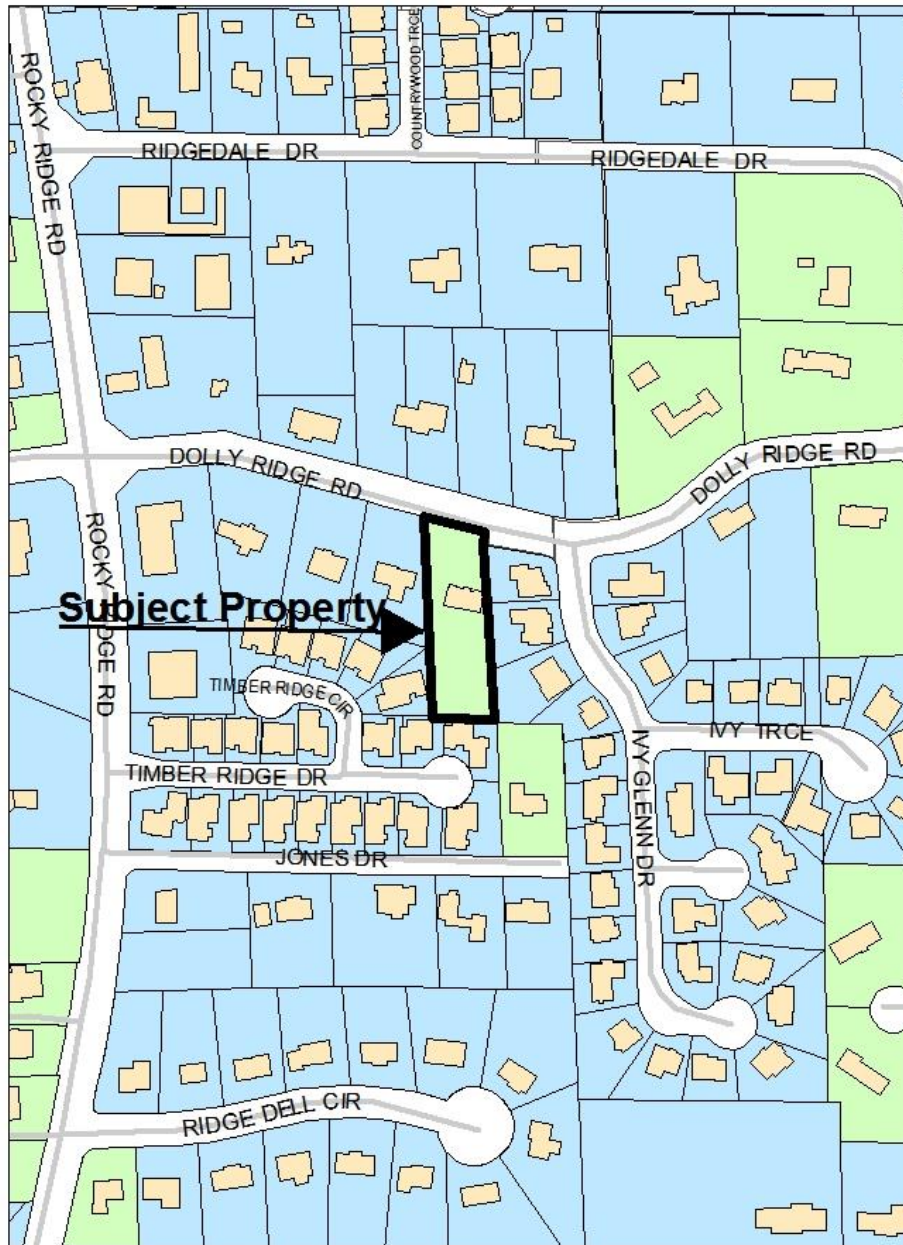
CERTIFICATION:

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 # 2711 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 26th day of June, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

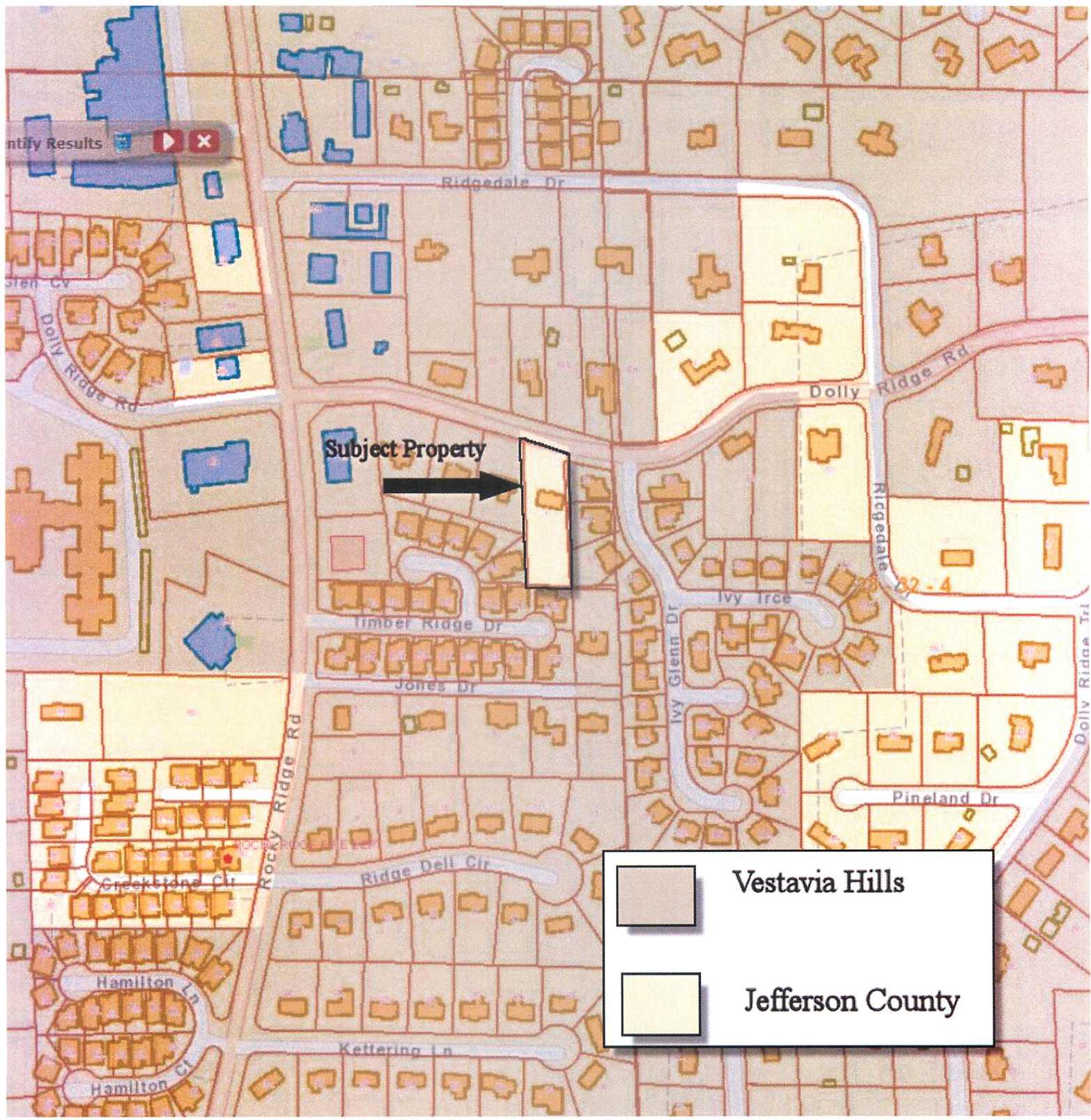
2419 Dolly Ridge Road



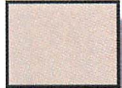
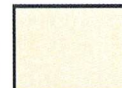
Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017





Subject Property

-  Vestavia Hills
-  Jefferson County

Annexation Committee Petition Review

Property: 2419 Dolly Ridge Road

Owners: Jason & Stefanie Robinson

Date: 1-23-17

1. The property in question is contiguous to the city limits.

Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.

Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.

Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.

Yes No Comments drainage pipe under driveway needs to be cleaned out.

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 160,330. Meets city criteria: Yes No

Comment: value of home is below city requirement

6. This street has fewer than 100% of the individual properties within the limits of the city

Yes No
Number of total homes 5 Number in city 4

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.

Agreed to by petitioner: Yes No Comment _____

Property: 2419 Dolly Ridge Road


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes No _____ Comments: Engineering noted drain pipe under driveway is clogged and needs to be cleaned out.

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes No _____ Comments: one child 9yrs, already enrolled, other children are 5 and 2

Other Comments: _____



George Pierce
Chairman



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 10/19/16

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Jason Robinson
240-5614
jsrobinson22@gmail.com

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: E2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

POB 104.6 FT S NWLY OF S Line Dolly Ridge RD + E Line
SW 1/4 SEC 32 T 18 S R 2 W TH NWLY 104.5 FT S
ALG R/W TH S 313 FT S TH E 100 FT S TH N 289 FT S
TO POB LYING IN NE 1/4 OF SW 1/4 SECT 32 TWSP
18S RANGE 2W

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>[Signature]</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

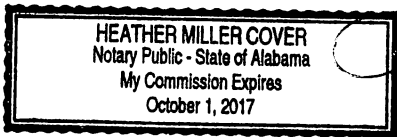
STATE OF ALABAMA

Jefferson COUNTY

Jason Robinson being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 19 day of October, 2016.



[Signature]
Notary Public

My commission expires: 10/1/17

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Jason Robinson
Address: 2419 Dolly Ridge Road
City: Vestavia State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

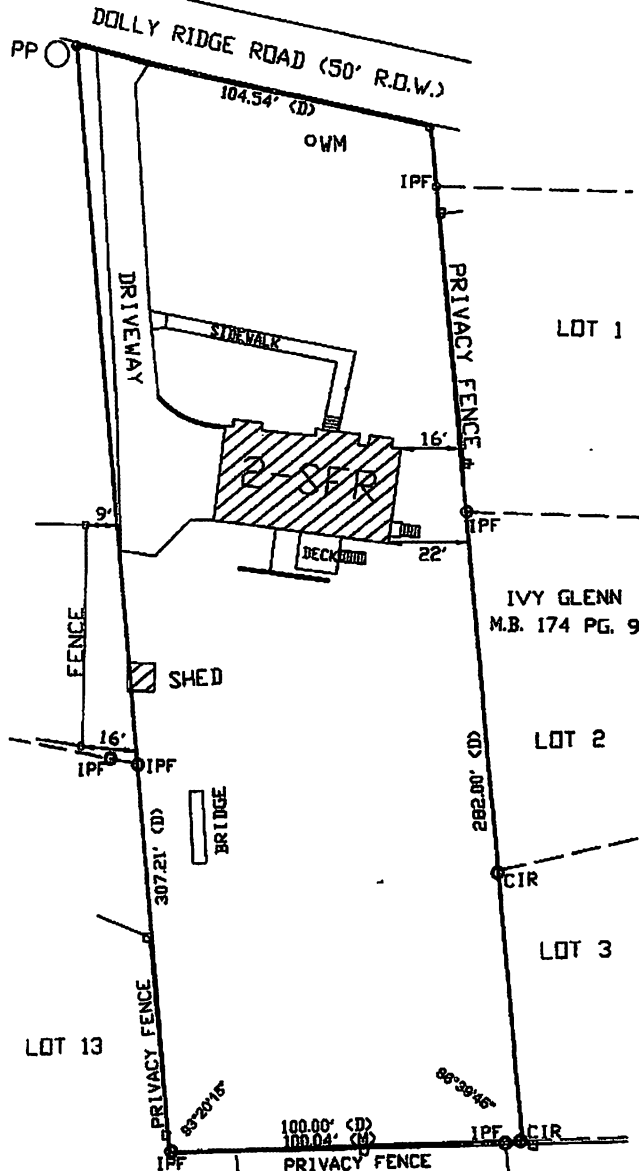
	Name(s)	Age	School Grade	Yes	No
1.	Ava Robinson	9	4	✓	
2.	Michael Robinson	5	Prek	✓	
3.	Anna Robinson	2		✓	
4.					
5.					
6.					

Already enrolled
when of age
when of age

Approximate date, for enrolling students in Vestavia Hills City Schools if above response is "yes": Aug 16



Assumed
SCALE: 1"=50'



STATE OF ALABAMA
COUNTY OF JEFFERSON

Commence at the SE corner of the NE 1/4 of the SW 1/4 of Section 32, Township 18 South, Range 2 West; thence in a Northerly direction along the East line of said 1/4-14 468.78 feet to a point on the South line of a county road; thence 72°44'00" to the left along the southerly right of way line of said county road 104.54 feet to the point of beginning; thence continue along the last described course 104.54 feet; thence 107°16'00" to the left in a southerly direction 307.21 feet; thence 85°39'45" left in a Easterly direction 100.0 feet; thence 55°20'15" to the left in a Northerly direction 282.00 feet to the point of beginning.

Subject to easements and restrictions of record.

SOURCE OF TITLE: BOOK 6825 PAGE 488 (JEFFERSON CO.)

DATE: 9 AUGUST 2016

"I hereby (or state) that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief."

Surveyor's Signature:

Amos F. Reese

Alabama License No. 31576

Date: Aug 12, 2016

TYPE: AS-BUILT

2419 Dolly Ridge Road
Birmingham, AL 35243

AMOS F. REESE
3556 GREAT OAK LANE
BIRMINGHAM, AL 35223
PHONE: 205.278.6596

CIR - CAPPED IRON ROD
OPF - OPEN PIN FOUND
IPF - IRON PIN FOUND
CALC - CALCULATED
(P) - FLAT DIMENSION
(M) - MEASURED DIMENSION
ROW - RIGHT OF WAY
CONC - CONCRETE
PP - POWER POLE
FC - FENCE CORNER
LP - LIGHT POLE
PED - PEDESTAL
WM - WATER METER
PB - POWERBOX

N - NORTH
S - SOUTH
W - WEST
E - EAST
POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
● - POINT SET
○ - POINT FOUND
E - POINT CALC.
△ - POINT NOT SET
--- - FENCE LINE
--- - EASEMENT LINE
--- - OVERHEAD POWER/TEL
NH - MANHOLE



ORDINANCE NUMBER 2712

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County R-1 (medium density residential district) to Vestavia Hills R-2 (medium density residential district):

2419 Dolly Ridge Road
Jason and Stefanie Robinson, Owner(s)

More particularly described as follows:

Commence at the SE corner of the NE ¼ of the SW ¼ of Section 32, Township 18 South, Range 2 west, thence in a Northerly direction along the East line of said 1/4-1/4 466.79 feet to a point on the South line of a County Road; thence 72 degrees 44' 00" to the left along the southerly right-of-way line of said County Road 104.54 feet to the point of beginning; thence continue along the last described course 104.54 feet; thence 107 degrees 16' 00" to the left in a southerly direction 307.21 feet; thence 85 degrees 39' 45" left in an Easterly direction 100.0 feet; thence 93 degrees 20' 15" to the left in a Northerly direction 282.00 feet to the point of beginning.

APPROVED and ADOPTED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

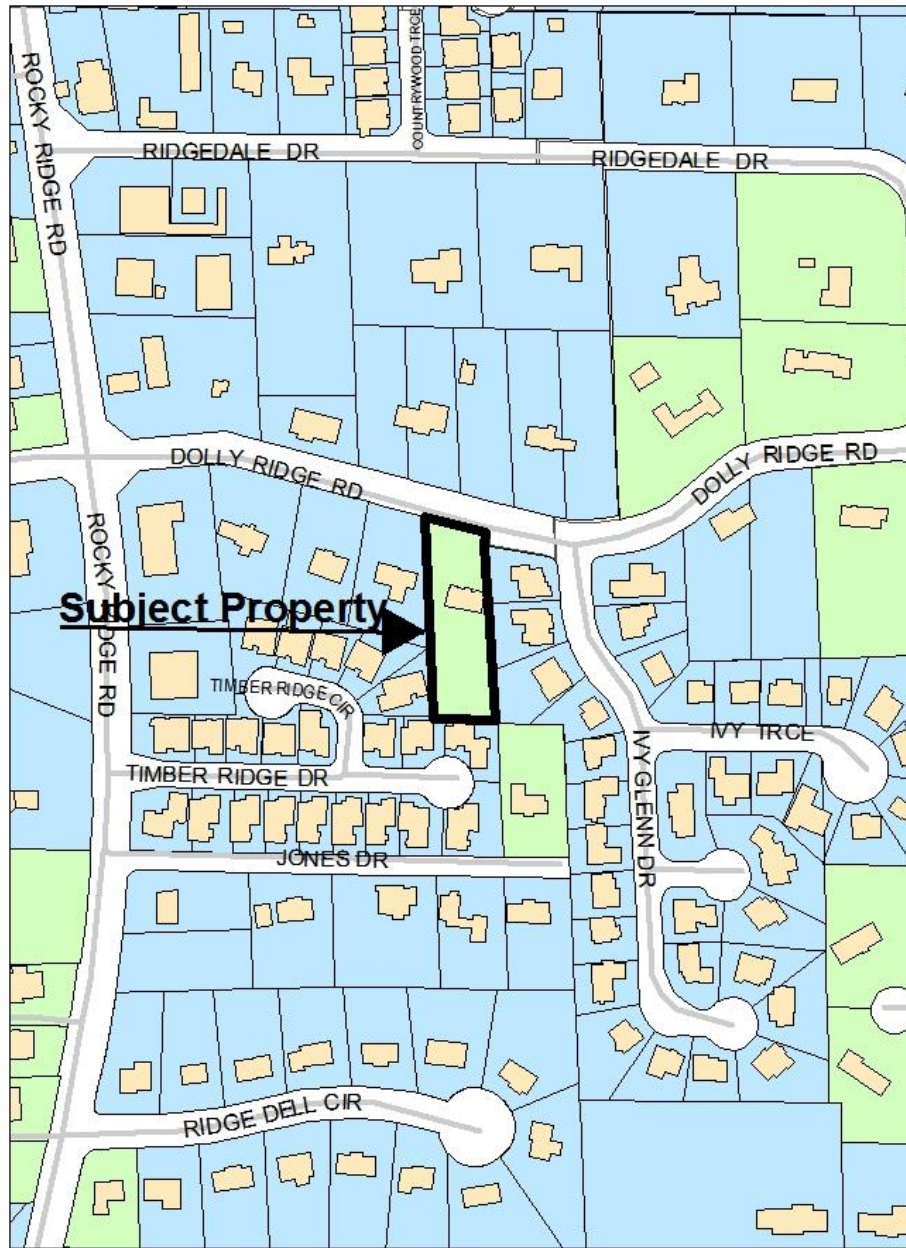
CERTIFICATION:

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 # 2712 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 26th day of June, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2419 Dolly Ridge Road



Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



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

Date: APRIL 13, 2017

- **CASE: P-0417-14**
- **REQUESTED ACTION:** Rezoning from Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2419 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Jason Robinson
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 2/27/17 with the passage of Ordinance 2694. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation

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

MOTION Mr. Burrell made a motion to recommend rezoning approval of 2419 Dolly Ridge Rd. from Jefferson County R-1 to Vestavia Hills R-2. 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

ORDINANCE NUMBER 2713

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 13th day of March, 2017, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2611 April Drive
Lot 9, Altadena Acres
Charles and Stephanie Langner, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

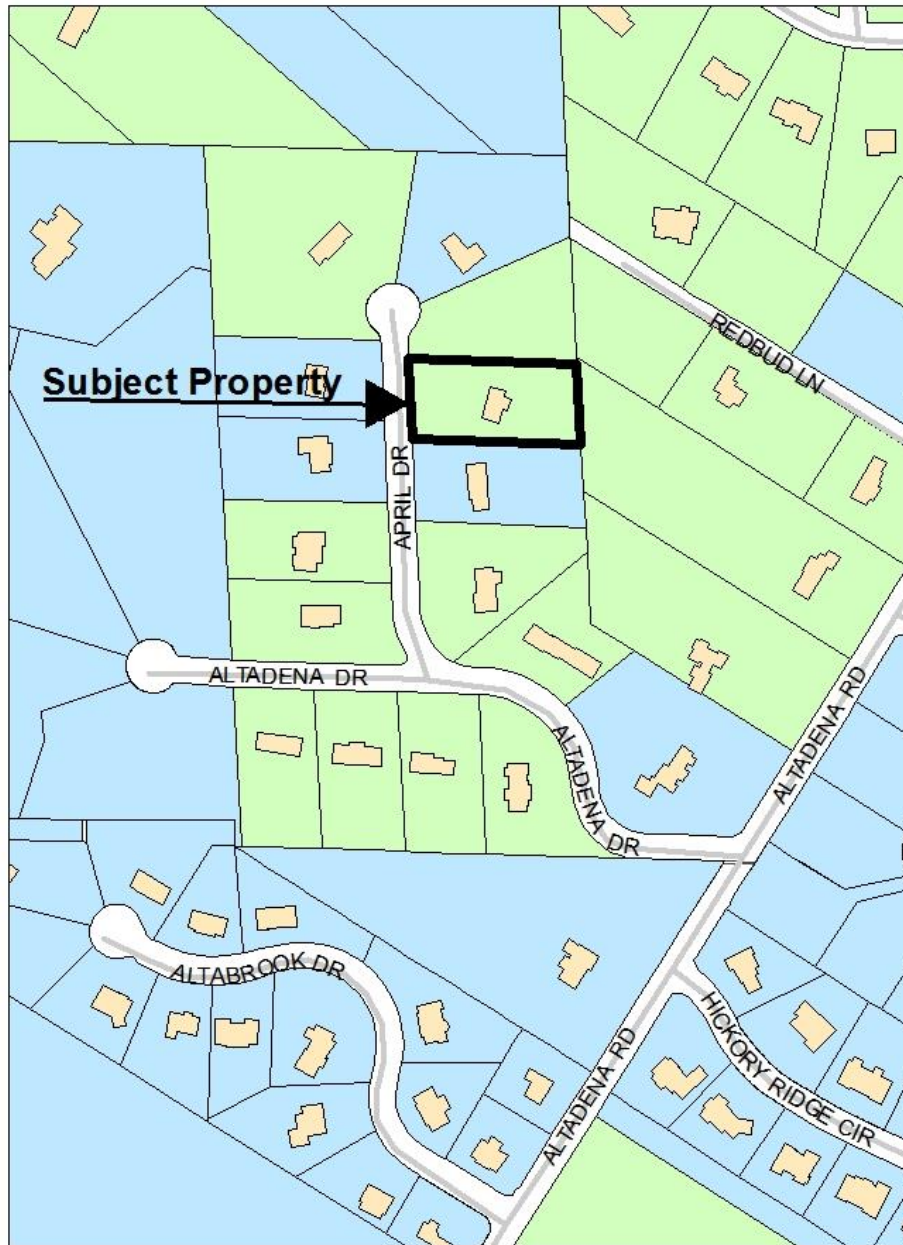
CERTIFICATION:

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 # 2713 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 26th day of June, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2611 April Drive



Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



PARCEL #: 28 00 33 2 001 016.000 [111-C0] Baths: 3.0 H/C Sqft: 2,049
OWNER: LANGNER CHARLES HUNTER & STEPHANIE C 18-013.0 Bed Rooms: 4 Land Sch: A114
ADDRESS: 2611 APRIL DR VESTAVIA AL 35243-2212 Land: 171,200 Imp: 99,400 Total: 270,600
LOCATION: 2611 APRIL DR BHAM AL 35243 Acres: 0.000 Sales Info: 02/15/2013 \$0

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2016

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT	VALUE
PROPERTY CLASS: 3 OVER 65 CODE:	LAND VALUE 10% \$171,200
EXEMPT CODE: 2-2 DISABILITY CODE:	LAND VALUE 20% \$0
MUN CODE: 02 COUNTY HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED] \$0
SCHOOL DIST: EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>
OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1	<u>CLASS 3</u>
	BLDG 001 111 \$99,400
CLASS USE:	TOTAL MARKET VALUE [APPR. VALUE: \$270,600]: \$270,600
FOREST ACRES: 0 TAX SALE:	Assesment Override:
PREV YEAR VALUE: \$270,600.00 BOE VALUE: 0	MARKET VALUE:
	CU VALUE:
	PENALTY:
	ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$27,060	\$175.89	\$4,000	\$26.00	\$149.89
COUNTY	3	2	\$27,060	\$365.31	\$2,000	\$27.00	\$338.31
SCHOOL	3	2	\$27,060	\$221.89	\$0	\$0.00	\$221.89
DIST SCHOOL	3	2	\$27,060	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$27,060	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$27,060	\$138.01	\$0	\$0.00	\$138.01
SPC SCHOOL2	3	2	\$27,060	\$454.61	\$0	\$0.00	\$454.61

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$27,060.00

\$1,355.71

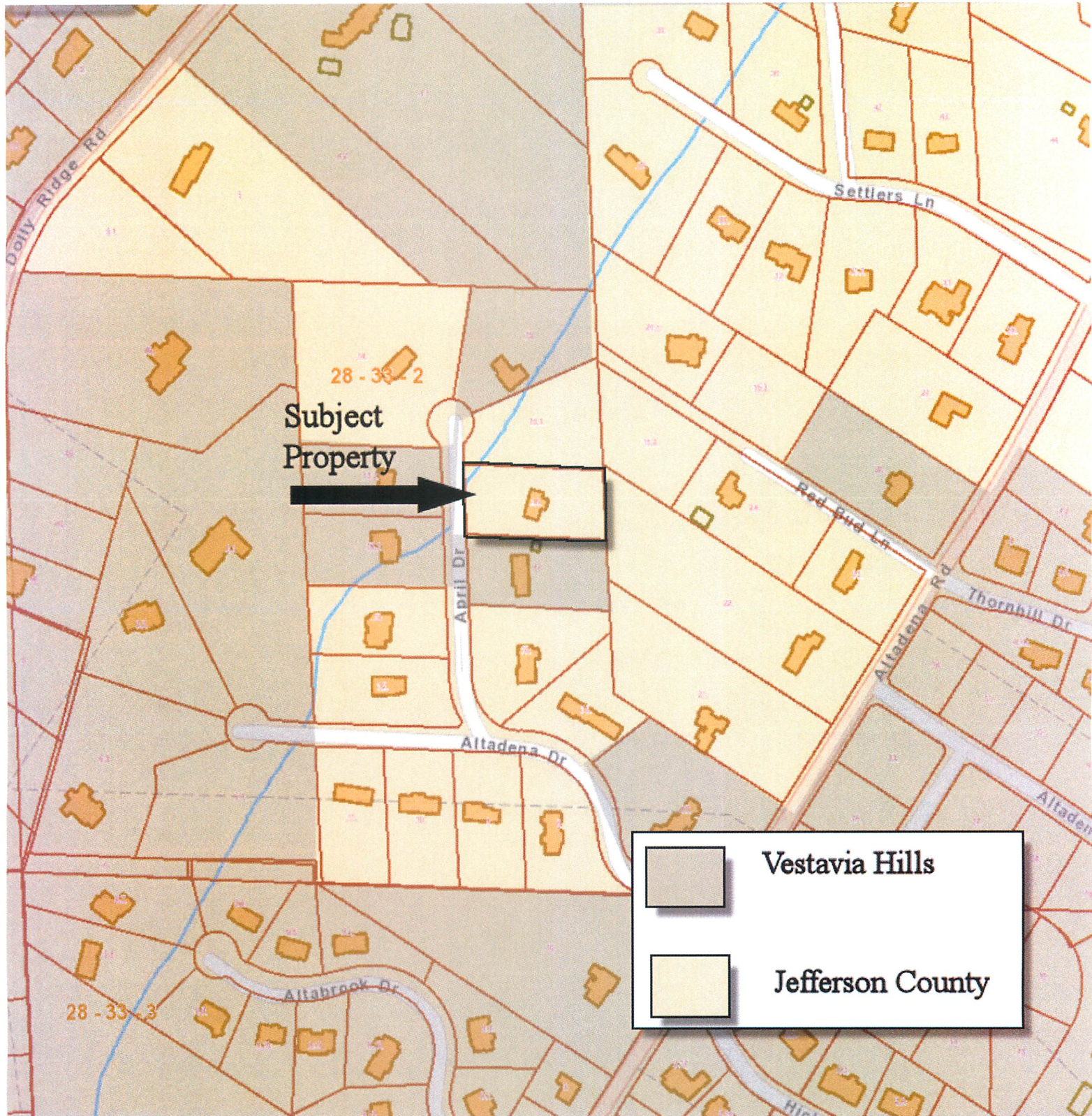
GRAND TOTAL: \$1,307.71

FULLY PAID

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
201360-25783	2/15/2013	11/21/2016	2016	CORELOGIC	\$1,307.71
201109-8110	11/21/2011	12/1/2015	2015	CORELOGIC INC	\$1,307.71
		12/22/2014	2014	CORELOGIC/CENLAR	\$1,245.58
		11/19/2013	2013	CORELOGIC INC	\$1,245.58
		1/28/2013	2012	CHARLES HUNTER LANGNER	\$1,316.75
		20111128	2011	***	\$1,331.15
		20101231	2010	***	\$1,328.00



Annexation Committee Petition Review

Property: 2611 April Drive

Owners: Charles Langner

Date: 1-23-17

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 270,000. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 10 Number in city 4
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2611 April Drive


8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes No _____ Comment _____

9. Property is ~~free~~ and clear of hazardous waste, debris and materials.
Yes No _____ Comment _____

10. Are there any concerns from ~~city~~ departments?
Yes _____ No Comments: _____

11. Information on children: Number in family 1; Plan to enroll in VH
schools Yes No _____ Comments: child is 1 y old

Other Comments: _____



George Pierce
Chairman





STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: December 15, 2015

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

phone — 205-718-4077

Email — shlangner@yahoo.com

EXHIBIT "A"

LOT: 9

BLOCK: -

SURVEY: Altadena Acres

RECORDED IN MAP BOOK 51, PAGE 73 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 9, Altadena Acres

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Lu Ann Langner</u>	Lot <u>9</u>	Block _____	Survey <u>Altadena Acres</u>
<u>Stephanie C. Langner</u>	Lot <u>9</u>	Block _____	Survey <u>Altadena Acres</u>
_____	Lot _____	Block _____	Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Stephanie Langner being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Stephanie C. Langner
Signature of Certifier

Subscribed and sworn before me this the 29th day of December, 2015.

Marcia L. Stephens
Notary Public

My commission expires: 9/10/19

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
 Deny _____
 Resolution: Date: _____ Number: _____
 Overnight Ordinance: Date: _____ Number: _____
 90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Charles Hunter & Stephanie C. Langner

Address: 2611 April Dr.

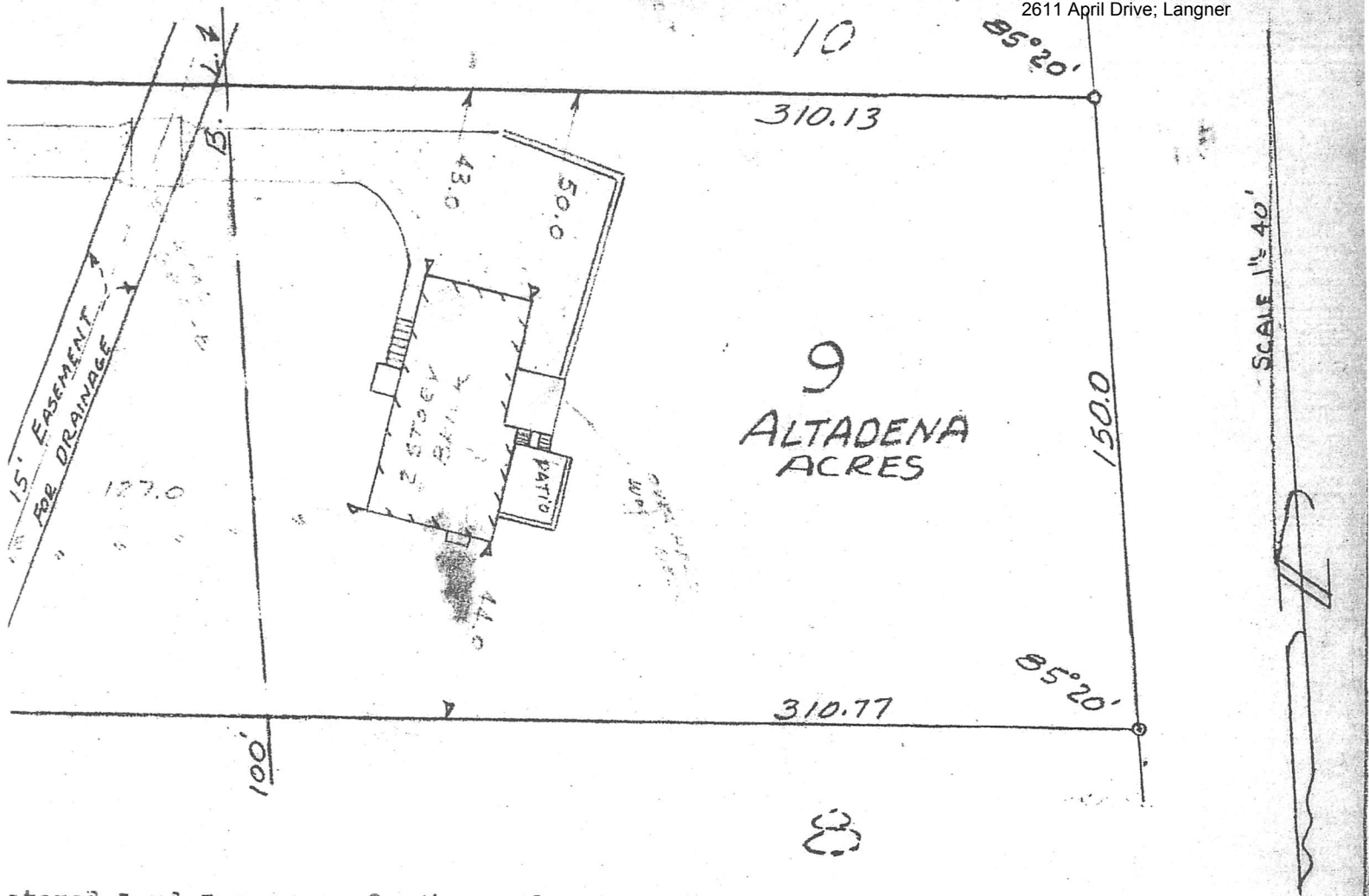
City: Birmingham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
 Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Lila Katherine Langner	1		✓	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": August 2019



9
ALTADENA
ACRES

I, B.G. Meade, Licensed Land Surveyor of B'ham. Ala. hereby certify that the foregoing is a true and correct plat of; LOT-- 9, According to the Map and Survey of ALTADENA ACRES as shown on the Map and Survey of the Judge of Probate of Jefferson County Ala. in Map Book 51, Page 73. that the building shown on said lot is within the lines of same, that there are no buildings on adjoining properties; that there are no rights of way, easements or over said premises except as shown; that there are no electric or gas wires (which serve the premises only) or structures or supports thereon and guy wires on or over said premises except as shown.

This is 30 th. day of May 1967.

B.G. Meade
 B.G. MEADE SURVEYOR REG. # 2829
 6915 53 rd. Ave. No. B'ham. Ala.
 Tele. # 833-2983 & 836-2750



© PropertyKey, 2015

- ACT Active SLD Sold PNR Pending W Withdrawn C Canceled X Expired
- Residential Industrial Water
- Commercial Government Condo
- Agricultural Other

PROPERTY INFORMATION

PID # 28-00-33-2-001-016.000

Property Type: Residential

Property Address:

2611 APRIL DR
VESTAVIA, AL 35243-2212

Current Owner:

CHARLES HUNTER & STEPHA LANGNER

Tax Mailing Address:

2611 APRIL DR
VESTAVIA, AL 35243-2212

Land Areas:

1. HOUSEHOLD UNITS / 111

Lot Size: 1.07 acres / 46,609 sf

Zoning: E1

Tax District: COUNTY-02

Subdivision:

ALTADENA ACRES

Twn: 18 / **Rng:** 02 / **Sec:** 33

Block: 001 / **Lot:** 016.000

Legal Description:

LOT 9 ALTADENA ACRES 51/73

Plat Book: 51 / **Plat Page:** 73

Census Tract: 012911 / **Block:** 3028

Lat: 33.426835 **Lon:** -86.757641

ORDINANCE NUMBER 2714

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-1 TO VESTAVIA HILLS E-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-1 (low density residential district) to Vestavia Hills E-2 (low density residential district):

2611 April Drive
Lot 9, Altadena Acres
Charles and Stephanie Langner, Owner(s)

APPROVED and ADOPTED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

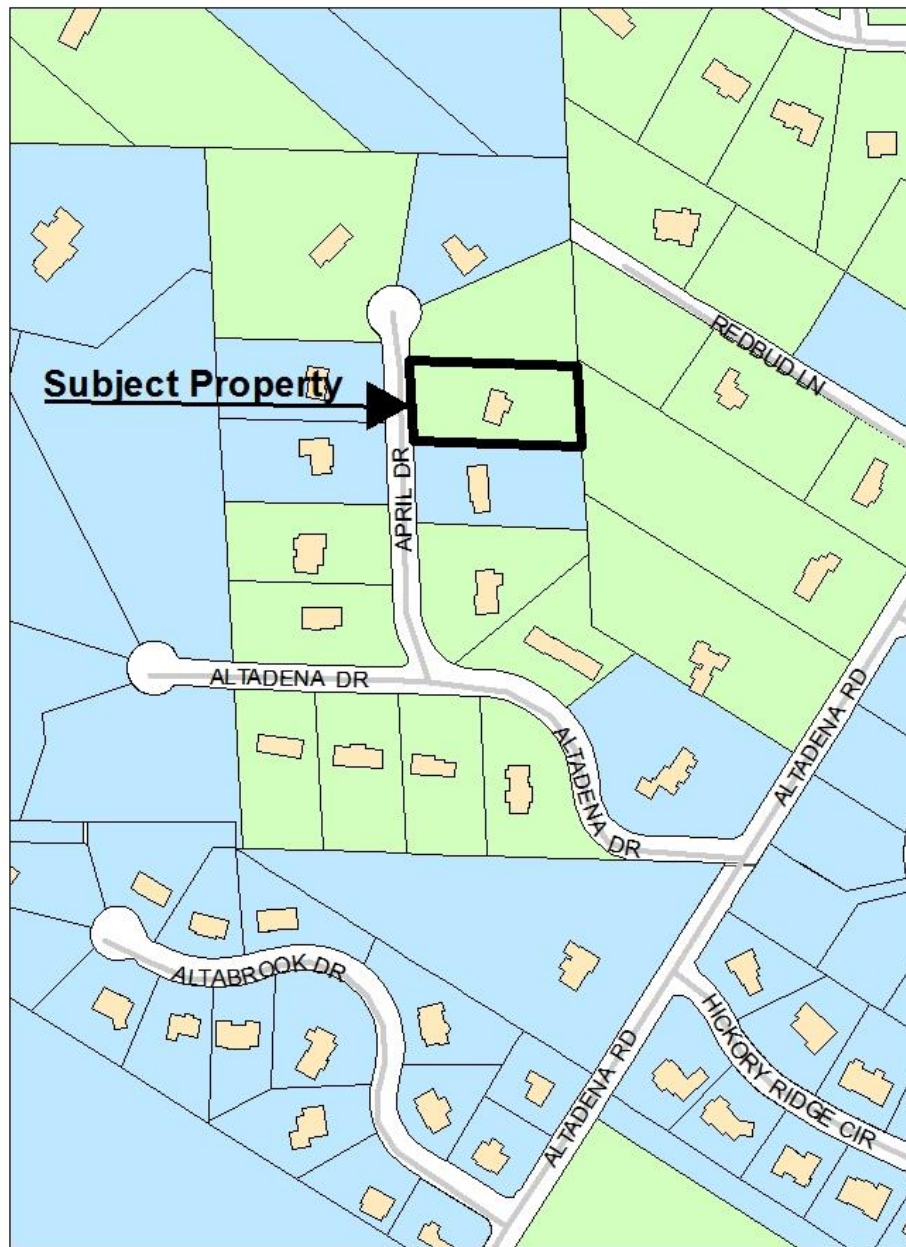
CERTIFICATION:

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 # 2714 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 26th day of June, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2611 April Drive



Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



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

Date: APRIL 13, 2017

- **CASE: P-0417-16**
- **REQUESTED ACTION:** Rezoning from Jefferson County Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2611 April Dr.
- **APPLICANT/OWNER:** Charles Hunter & Stephanie Langer
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 3/13/17 with the passage of Ordinance 2699. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation

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

MOTION Mr. Gilchrist made a motion to recommend rezoning approval of 2611 April Dr. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Burrell. 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

ORDINANCE NUMBER 2715

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 13th day of March, 2017, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

3139 Renfro Road
Lot 9, Block 2, South Vestavia Estates
Joey and Pamela Snow, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

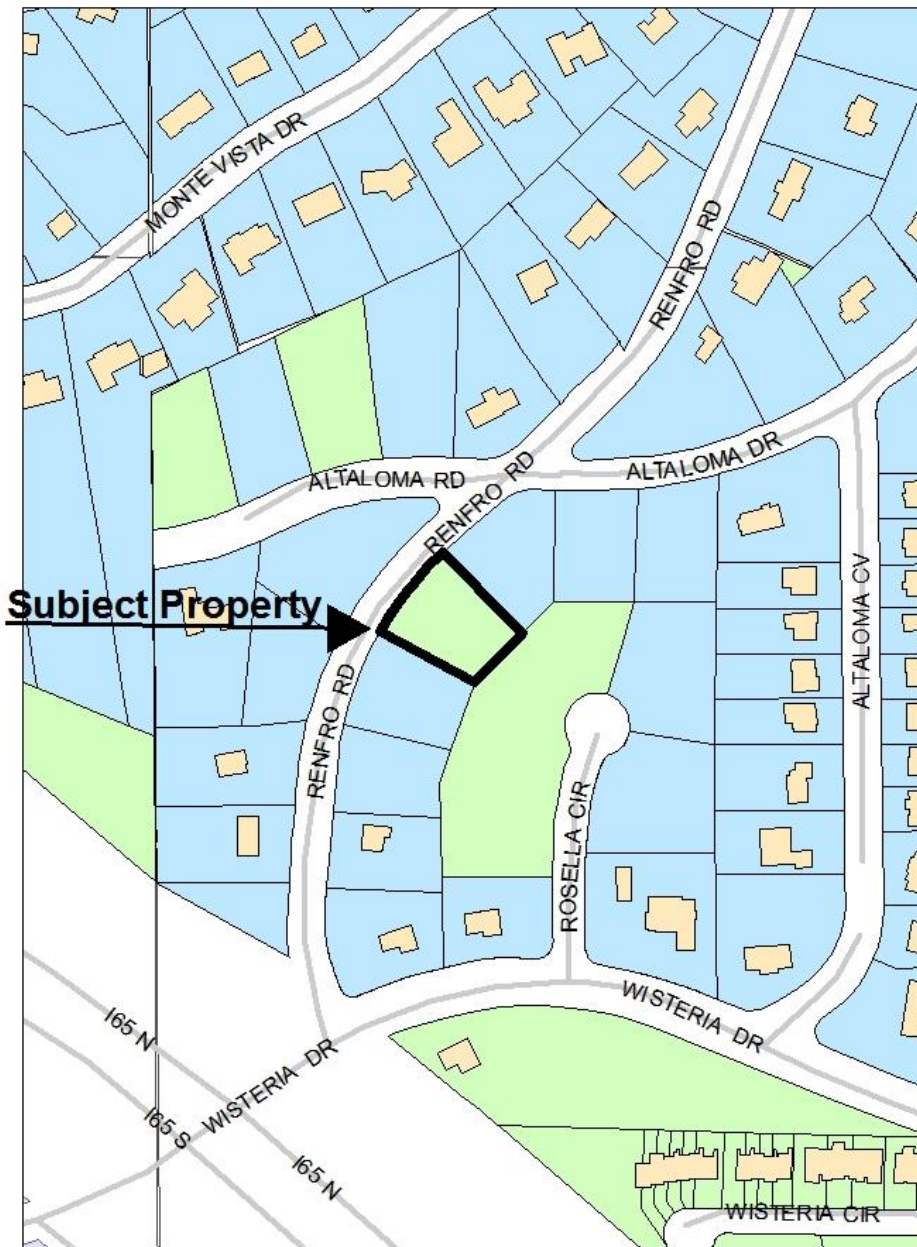
CERTIFICATION:

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 # 2715 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 26th day of June, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

3139 Renfro Road



Subject Property →

Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



PARCEL #: 40 00 06 3 007 003.001 [111-A0] Baths: 2.5 H/C Sqft: 2,384
OWNER: SNOW JOEY & PAM 18-032.0 Bed Rooms: 4 Land Sch: G2
ADDRESS: 3139 RENFRO RD VESTAVIA AL 35216-4111 Land: 100,000 Imp: 319,500 Total: 419,500
LOCATION: 3139 RENFRO RD AL 35216 Acres: 0.000 Sales Info: \$0

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2016

[SUMMARY](#) [LAND](#) [BUILDINGS](#) [SALES](#) [PHOTOGRAPHS](#) [MAPS](#)

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$100,000
EXEMPT CODE: 2-2	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
		BLDG 001	111 \$319,500
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$419,500]:	\$419,500
FOREST ACRES: 0	TAX SALE:	Assesment Override:	
PREV YEAR VALUE: \$388,000.00	BOE VALUE: 0	MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$41,960	\$272.74	\$4,000	\$26.00	\$246.74
COUNTY	3	2	\$41,960	\$566.46	\$2,000	\$27.00	\$539.46
SCHOOL	3	2	\$41,960	\$344.07	\$0	\$0.00	\$344.07
DIST SCHOOL	3	2	\$41,960	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$41,960	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$41,960	\$214.00	\$0	\$0.00	\$214.00
SPC SCHOOL2	3	2	\$41,960	\$704.93	\$0	\$0.00	\$704.93

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$41,960.00 **\$2,102.20** **GRAND TOTAL: \$2,054.20**
FULLY PAID

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
200513-3928	08/25/2005	11/16/2016	2016	WELLS FARGO	\$2,054.20
		11/20/2015	2015	WELLS FARGO	\$1,895.88
		12/8/2014	2014	WELLS FARGO HOME MORTGAGE	\$1,668.43
		12/11/2013	2013	WELLS FARGO	\$1,512.11
		12/20/2012	2012	WELLS FARGO	\$1,512.11
		20111216	2011	***	\$1,535.16
		20101201	2010	***	\$1,535.16

Annexation Committee Petition Review

Property: 3139 Renfro Road

Owners: Pamela and and Joey Snow

Date: 1-23-17

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 388,000. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 11 Number in city 9
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 3139 Renfro Road


8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials.
Yes No _____ Comment _____

10. Are there any concerns from city departments?
Yes _____ No Comments: _____

11. Information on children: Number in family 0; Plan to enroll in VH
schools Yes _____ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: October 6, 2016

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

(205) 862-6804 My cell
pamsnow@gmail.com
(205) 529-1152 Joey's cell

EXHIBIT "A"

LOT: 9

BLOCK: 2

SURVEY: South Vestavia Estates

RECORDED IN MAP BOOK 50, PAGE 34 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Joseph L. Snow</u>	Lot <u>9</u> Block <u>2</u> Survey <u>South Vestavia Estates</u>
<u>Pamela J. Snow</u>	Lot <u>9</u> Block <u>2</u> Survey <u>South Vestavia Estates</u>
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

_____ being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Signature of Certifier

Subscribed and sworn before me this the 6 day of October, 2016.

Paul Paul
Notary Public

My commission expires: 12-16-16

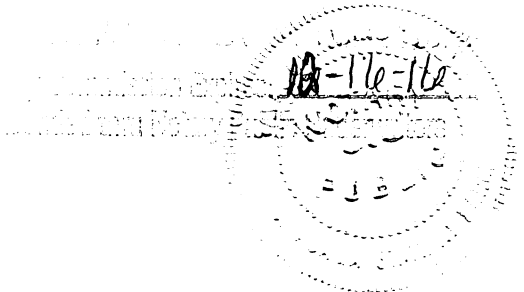


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION
1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Joey and Pamela Snow
Address: 3139 Renfro Road
City: Birmingham State: Alabama Zip: 35216

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Courtney Kayla Snow	27			✓
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". _____

ORDINANCE NUMBER 2716

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County R-1 (medium density residential district) to Vestavia Hills R-2 (medium density residential district):

3139 Renfro Road
Lot 9, Block 2, South Vestavia Estates
Joey and Pamela Snow, Owner(s)

APPROVED and ADOPTED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

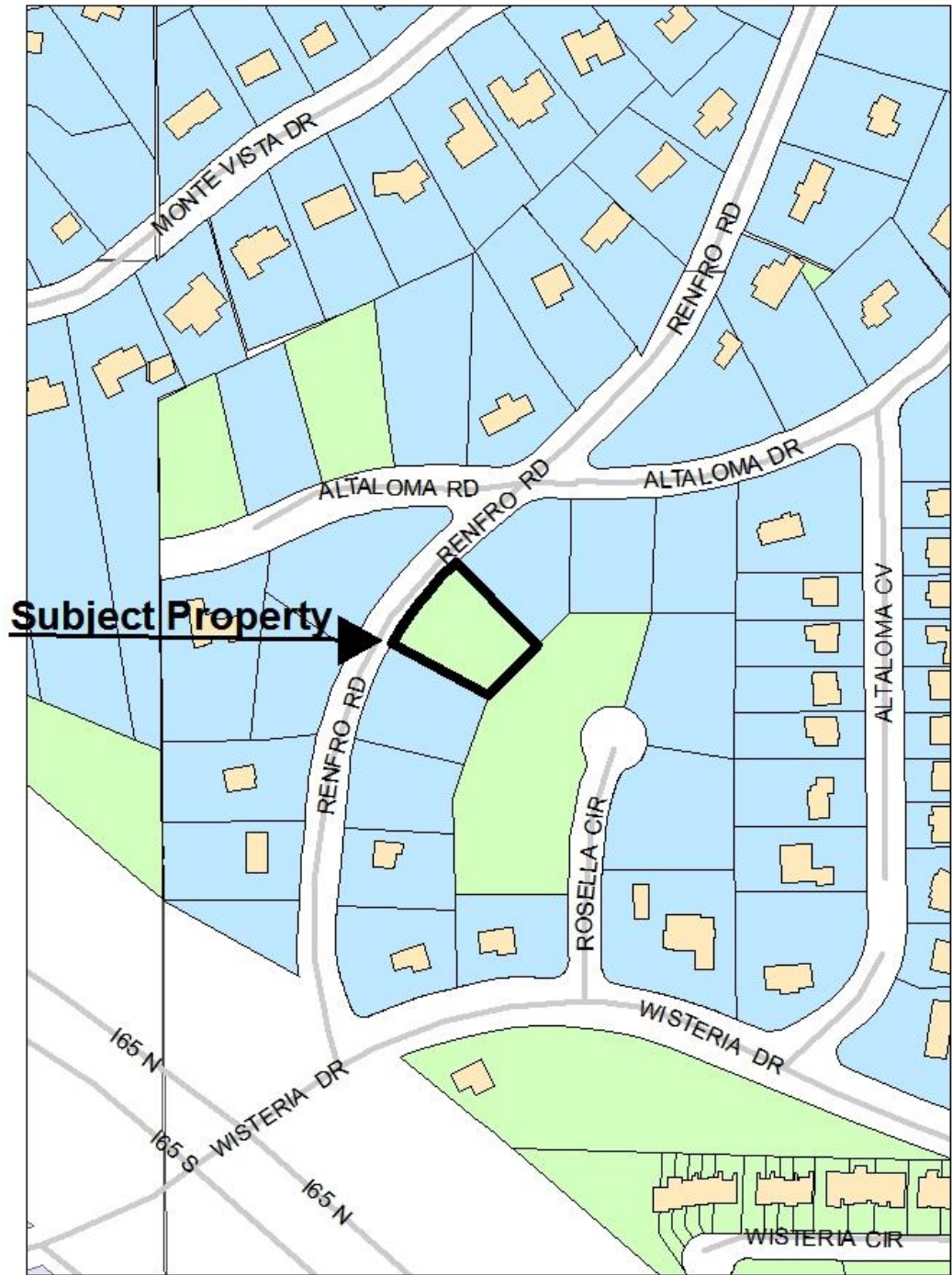
CERTIFICATION:

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 # 2716 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 26th day of June, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

3139 Renfro Road



Subject Property →

Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



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

Date: APRIL 13, 2017

- **CASE: P-0417-17**
- **REQUESTED ACTION:** Rezoning from Jefferson County Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 3139 Renfro Rd.
- **APPLICANT/OWNER:** Joey L. & Pamela J. Snow
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 3/13/17 with the passage of Ordinance 2697. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation

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

MOTION Mr. Gilchrist made a motion to recommend rezoning approval of 3139 Renfro Rd. from Jefferson County R-1 to Vestavia Hills R-2. 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

ORDINANCE NUMBER 2717

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 13th day of March, 2017, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2696 Atladena Road
Lot 1A, Resurvey of Lot 1, Altadena Park
Curtis and Lisa Martin, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

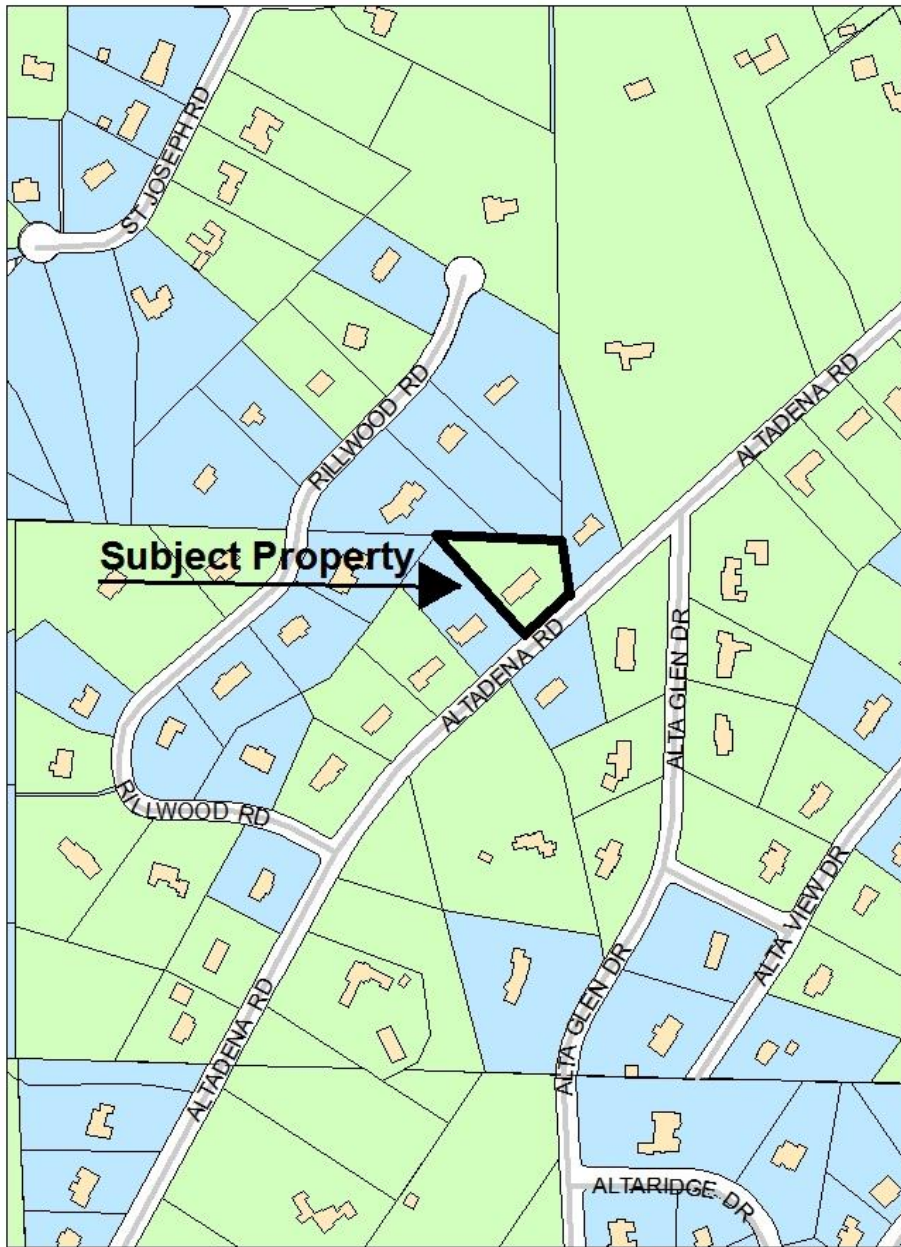
CERTIFICATION:

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 # 2717 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 26th day of June, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2696 Altadena Road



Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



PARCEL #: 28 00 28 4 001 038.000
OWNER: LEWIS H KENT & LILA P
ADDRESS: 2696 ALTADANA ROAD VESTAVIA AL 35243
LOCATION: 2696 ALTADENA RD BHAM AL 35243

[111-B0] Baths: 3.0 H/C Sqft: 2,374
 18-013.0 Bed Rooms: 4 Land Sch: A414
 Land: 165,300 Imp: 201,700 Total: 367,000
 Acres: 0.000 Sales Info: 06/01/1978
\$89,000

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2016

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	2-2	DISABILITY CODE:	
MUN CODE:	02 COUNTY	HS YEAR:	0
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1
		CLASS 2	
		CLASS 3	
		BLDG 001	111
			\$201,700
CLASS USE:		TOTAL MARKET VALUE	[APPR. VALUE: \$367,000]: \$366,950
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	\$367,000.00	BOE VALUE:	0
		ASSESSMENT OVERRIDE:	
		MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$36,700	\$238.55	\$4,000	\$26.00	\$212.55
COUNTY	3	2	\$36,700	\$495.45	\$2,000	\$27.00	\$468.45
SCHOOL	3	2	\$36,700	\$300.94	\$0	\$0.00	\$300.94
DIST SCHOOL	3	2	\$36,700	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$36,700	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$36,700	\$187.17	\$0	\$0.00	\$187.17
SPC SCHOOL2	3	2	\$36,700	\$616.56	\$0	\$0.00	\$616.56

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$36,700.00

\$1,838.67

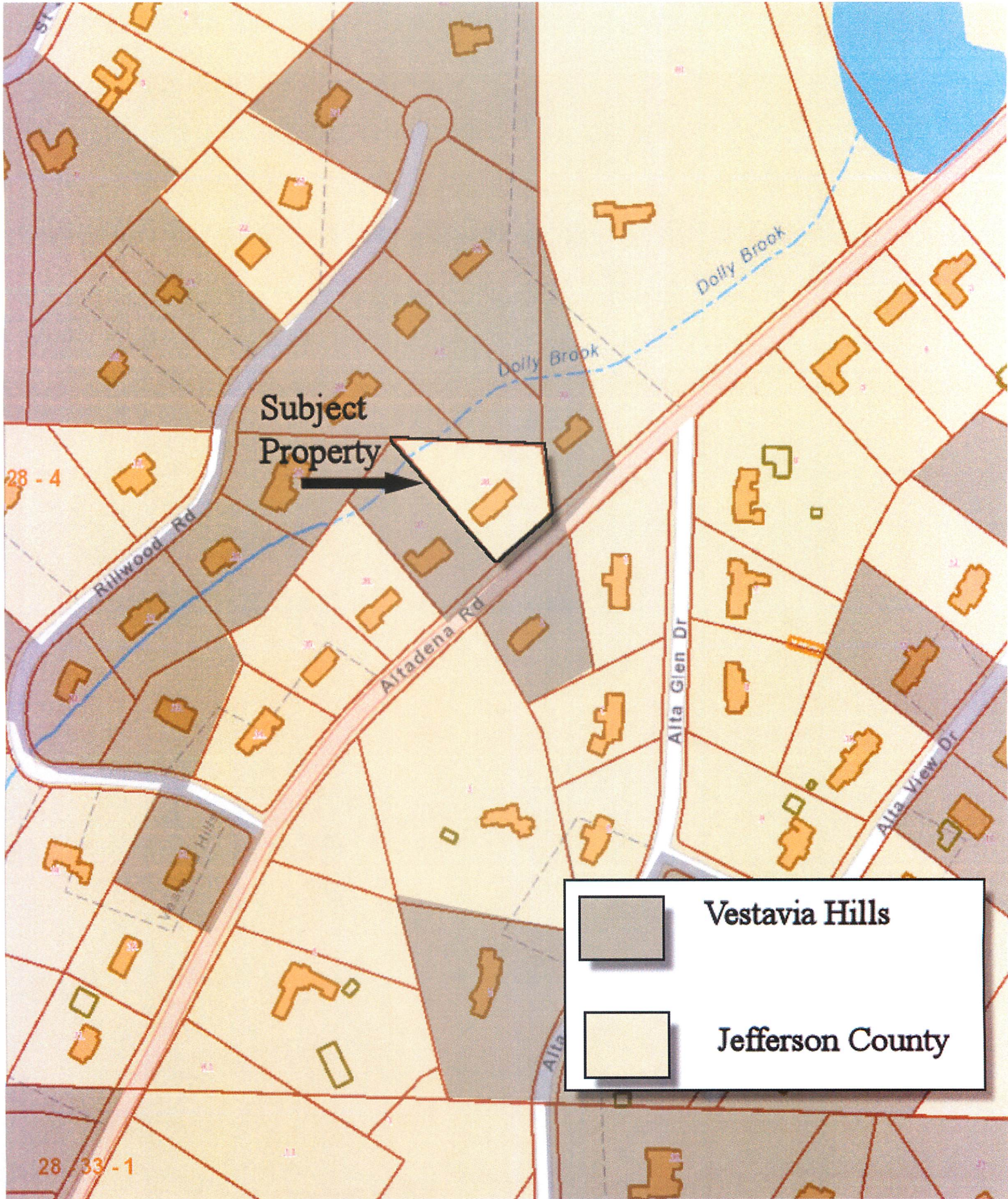
GRAND TOTAL: \$1,790.67

Payoff Quote

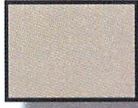
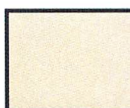
DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
2016089211	8/26/2016		2016		\$0.00
2016025775	3/17/2016	10/12/2015	2015		\$1,790.67
1615-700	06/15/1978	10/21/2014	2014	LILA P LEWIS	\$1,665.42
		11/7/2013	2013	LEWIS, LILA	\$1,665.42
		10/25/2012	2012	LILA LEWIS	\$1,763.13
		20111231	2011	***	\$1,787.17
		20101231	2010	***	\$1,782.16



**Subject
Property**

	Vestavia Hills
	Jefferson County

Annexation Committee Petition Review

Property: 2696 Altadena Road

Owners: Curtis and Lisa Martin

Date: 1-23-17

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments 36" drainage pipe, has a dislodged section, needs to be repaired
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 367,000. Meets city criteria: Yes No
Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 8 ~~28~~ Number in city 2
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2696 Altadena Road


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes No _____ Comments: Engineering - 155L503 with drainage pipe on private property

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes No _____ Comments: 4 yoa and 2 yoa

Other Comments: _____



George Pierce
Chairman



STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 10/17/16

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Curt Martin
martin038@gmail.com
cell: 205-529-2275

EXHIBIT "A"

LOT: 1-A , Resurvey of Lot 1

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK 77 , PAGE 3 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Altadena Park Resur P Lot: 1-A P BLK: 5 LOT: 05
BLK: 0 MAP Book: 77 Map Page 3

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u><i>Curt T. Martin</i></u>	Lot <u>1A</u> Block _____ Survey _____
<u><i>Lou V. Martin</i></u>	Lot <u>1A</u> Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Curtis T. Martin being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Curt T. Martin
Signature of Certifier

Subscribed and sworn before me this the 17th day of October, 2016.

Mattie G. Clemon
Notary Public

My commission expires: January 31, 2019

Mattie G Clemon
Notary Public, Alabama State at Large
My Commission Expires
January 31, 2019



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Curtis T. + Lisa V. Martin
Address: 2696 Attadena Rd.
City: Birmingham State: AL Zip: 35243

Information on Children:

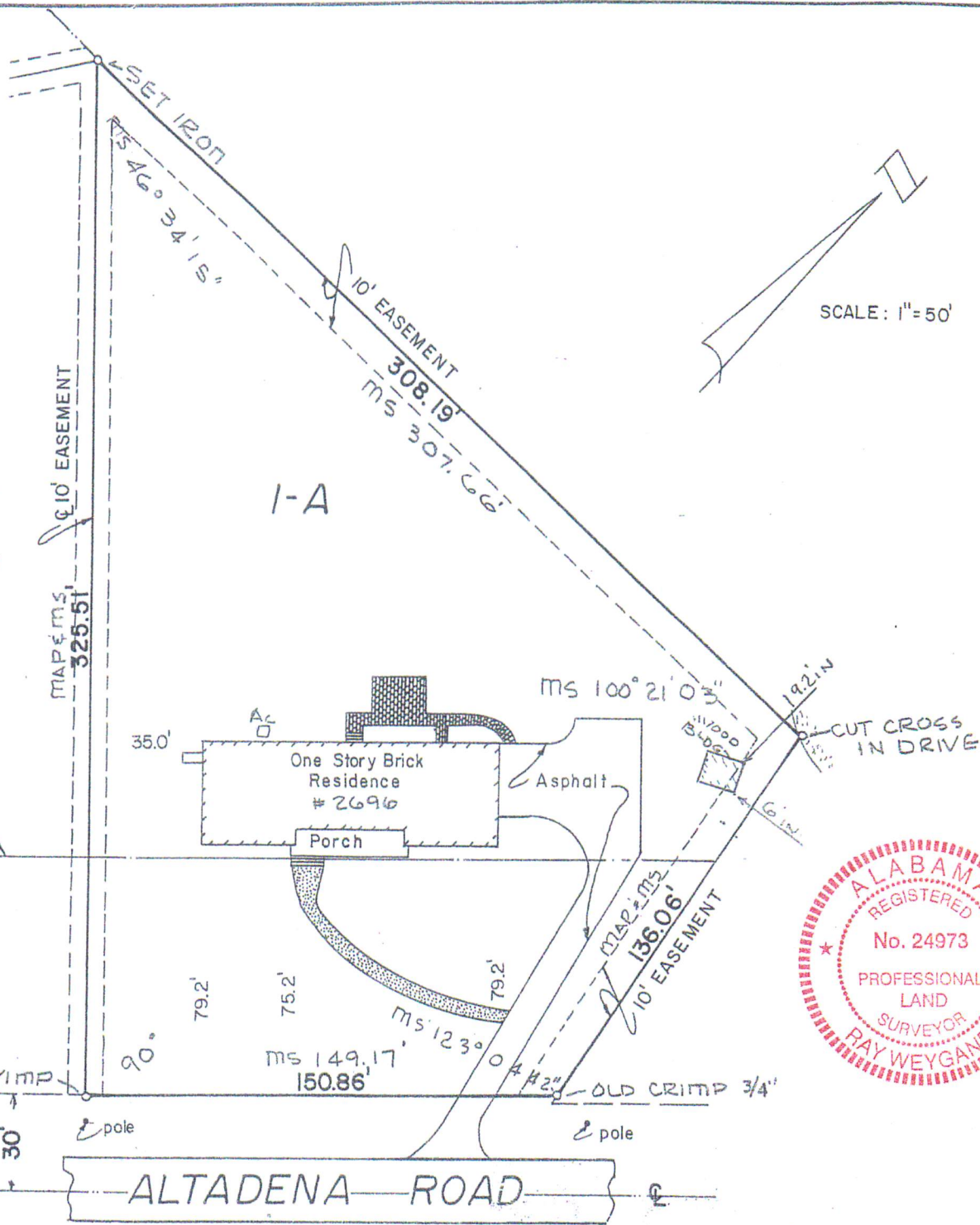
**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Caleb T. Martin	4	N/A	X	
2.	Catherine E. Martin	2	N/A	X	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". Caleb: 8/2017, Catherine: 8/2019

LEGEND

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- ° POLE
- X— ANCHOR
- X— FENCE
- X— OVERHEAD UTILITY
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- DECK
- CONCRETE
- WALL
- COLUMN



STATE OF ALABAMA)
JEFFERSON COUNTY)

"Closing Survey"

* ALTADENA PARK & ACREAGE

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 1-A, RESURVEY OF LOT 1* as recorded in Map Volume 17 Page 3, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of July 18, 2016. Survey invalid if not sealed in red.

Order No.: 7011
Purchaser: MARTIN
Address: 2696 ALTADENA RD.

Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
Copyright ©



Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

ORDINANCE NUMBER 2718

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-1 TO VESTAVIA HILLS E-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-1 (low density residential district) to Vestavia Hills E-2 (low density residential district):

2696 Atladena Road
Lot 1A, Resurvey of Lot 1, Altadena Park
Curtis and Lisa Martin, Owner(s)

APPROVED and ADOPTED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

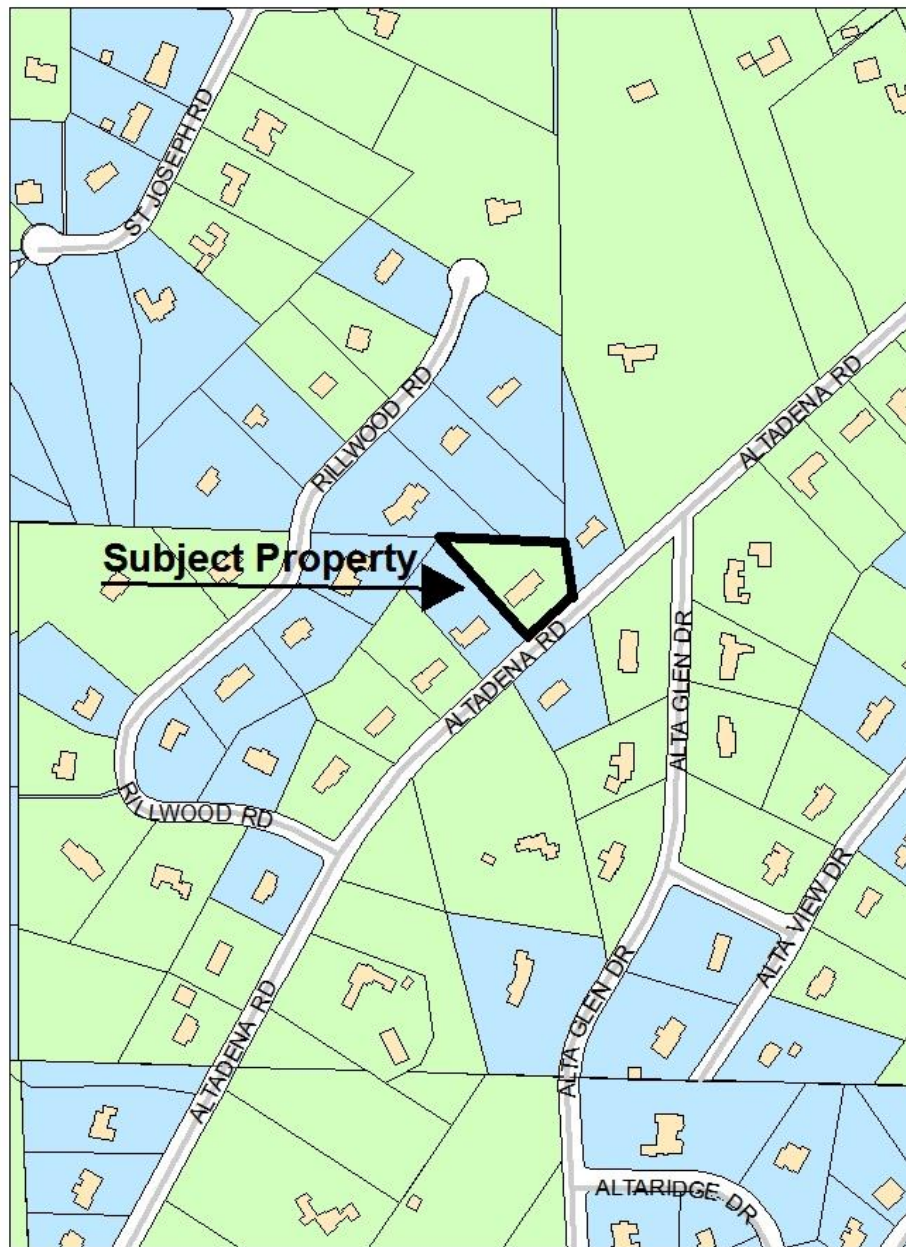
CERTIFICATION:

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 # 2718 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 26th day of June, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2696 Altadena Road



Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



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

Date: APRIL 13, 2017

- **CASE: P-0417-18**
- **REQUESTED ACTION:** Rezoning from Jefferson County Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2696 Altadena Rd.
- **APPLICANT/OWNER:** Curtis T. & Lisa V. Martin
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 3/13/17 with the passage of Ordinance 2698. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation

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

MOTION Mrs. Cobb made a motion to recommend rezoning approval of 2696 Altadena Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Burrell. 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

ORDINANCE NUMBER 2719

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 13th day of March, 2017, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

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

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

2470 Dolly Ridge Trail
Lot 5, Block 2, Dolly Ridge Estates, 1st Add
Matthew and Jessica Jones, Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

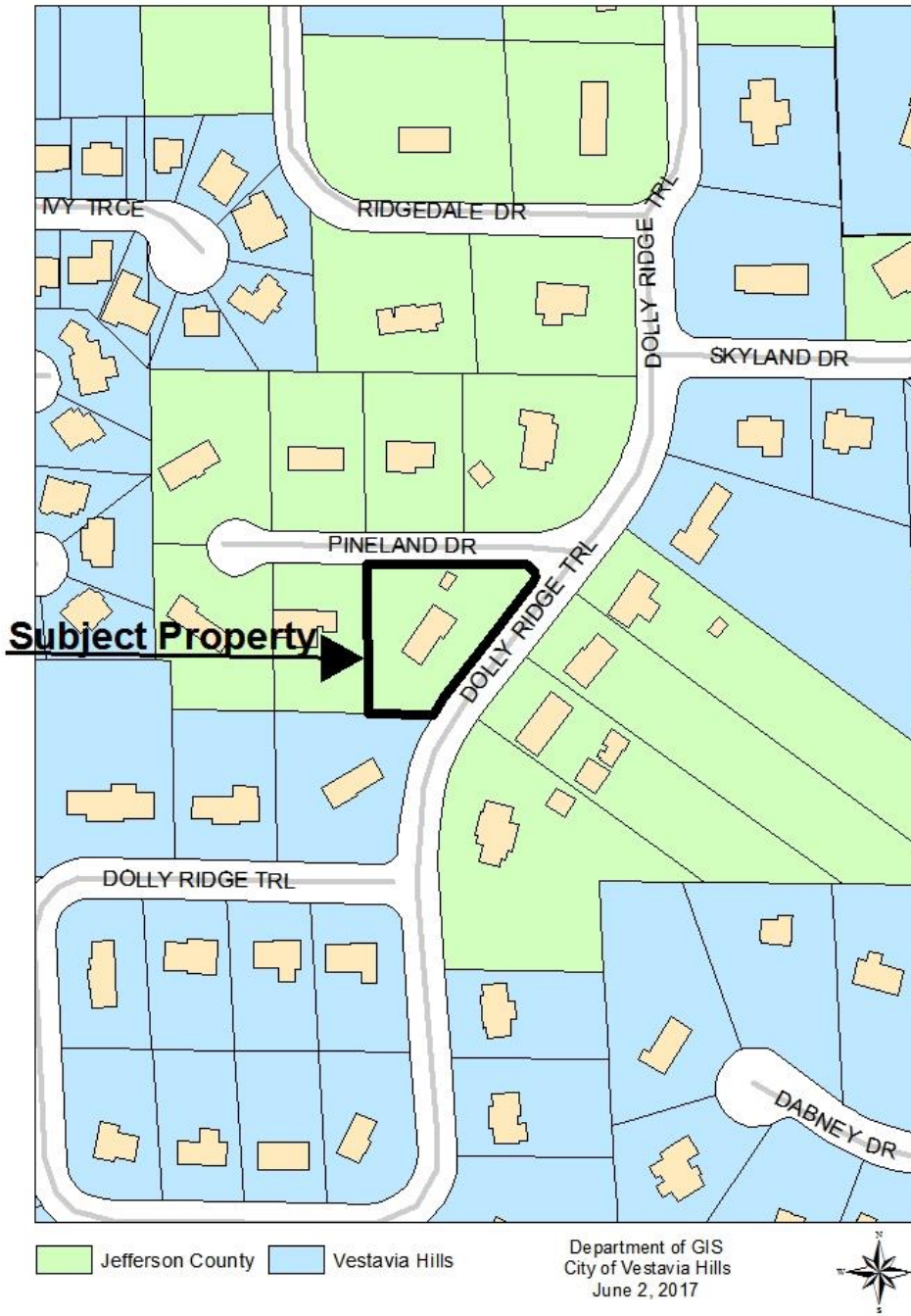
CERTIFICATION:

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 # 2719 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 26th day of June, 2017, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2470 Dolly Ridge Trail



PARCEL #: 28 00 32 4 001 042.000
OWNER: HACKNEY GABRIEL
ADDRESS: 2470 DOLLY RIDGE TRL VESTAVIA AL 35243-4627
LOCATION: 2470 DOLLY RIDGE TRL BHAM AL 35243

[111-C-] Baths: 3.0 H/C Sqft: 1,914
 18-034.0 Bed Rooms: 4 Land Sch: L1
 Land: 86,600 Imp: 119,700 Total: 206,300
 Acres: 0.000 Sales Info: 04/26/2013
\$113,000

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2016

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 2014
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$86,600
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
CLASS 3
 BLDG 001 111 \$119,700

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$206,300.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$206,300]: \$206,300
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$20,640	\$134.16	\$4,000	\$26.00	\$108.16
COUNTY	3	2	\$20,640	\$278.64	\$2,000	\$27.00	\$251.64
SCHOOL	3	2	\$20,640	\$169.25	\$0	\$0.00	\$169.25
DIST SCHOOL	3	2	\$20,640	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$20,640	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$20,640	\$105.26	\$0	\$0.00	\$105.26
SPC SCHOOL2	3	2	\$20,640	\$346.75	\$0	\$0.00	\$346.75

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$20,640.00

\$1,034.06

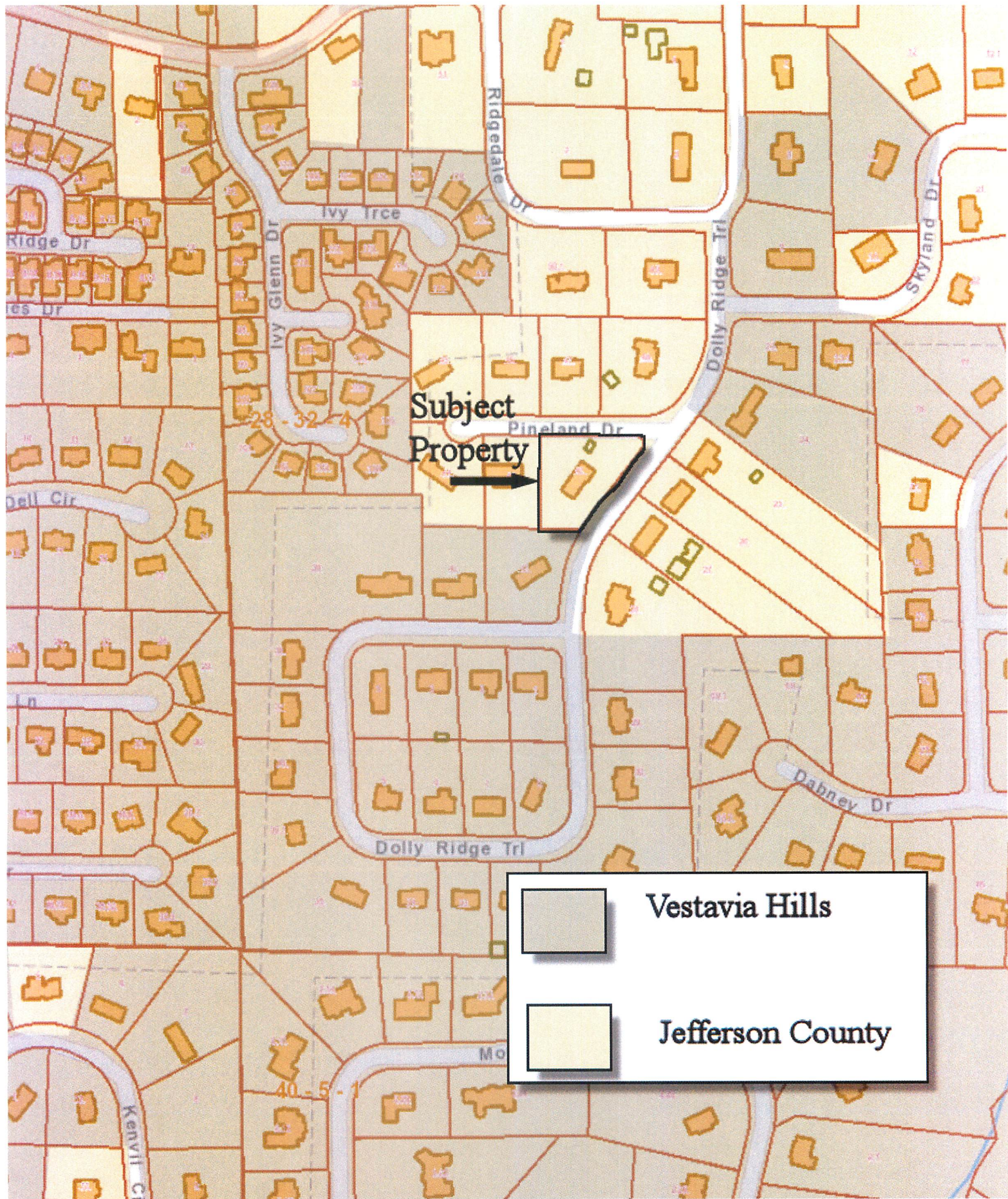
GRAND TOTAL: \$986.06

FULLY PAID

DEEDS


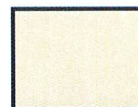
PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
201313-16607	4/26/2013	10/31/2016	2016	TITLESOUTH LLC	\$986.06
6073-139	02/09/1959	11/17/2015	2015	JAMES G. HACKNEY ANNA K. HACKNEY	\$986.06
		1/6/2015	2014	JAMES G HACKNEY	\$974.04
		1/16/2014	2013	JAMES G HACKNEY	\$2,028.02
		12/10/2012	2012	ALBERT SCHIBANI	\$2,028.02
		20111109	2011	***	\$2,083.13
		20101022	2010	***	\$2,187.24



**Subject
Property**



	Vestavia Hills
	Jefferson County

Annexation Committee Petition Review

Property: 2470 Dolly Ridge Trail

Owners: ~~James and Anna Hackney~~ Matt Jones

Date: 1-23-17

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments Engineering noted concerns with private drainage pipe. Resolving needed.

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 250,000. Meets city criteria: Yes No
Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 7 Number in city 0

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2470 Dolly Ridge Trail

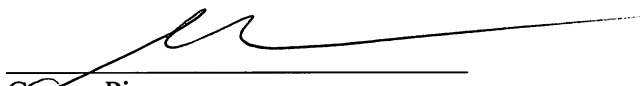
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

9. Property is ~~free~~ and clear of hazardous waste, debris and materials.
Yes No _____ Comment _____

10. Are there any concerns from city departments?
Yes No _____ Comments: Engineering had concerns with private drain pipe and condition of Pineland Circle asphalt

11. Information on children: Number in family 0; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman



STATE OF ALABAMA

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: December 28, 2015

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 5

BLOCK: 2

SURVEY: Dolly Ridge Estates, First Edition

RECORDED IN MAP BOOK 42, PAGE 80 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JCF2

COMPATIBLE CITY ZONING: VHR1

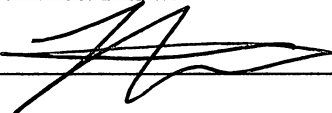
LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 5, Block 2, According to the survey of Dolly Ridge Estates, first addition, as recorded in map books 42, page 80, in the probate office of Jefferson County, Alabama aka 2470 Dolly Ridge Trail, Birmingham, AL, 35243

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

	Lot <u>5</u> Block <u>2</u> Survey <u>Dolly Ridge Estates, First Edition</u>
	Lot Block Survey
	Lot Block Survey

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Talladega COUNTY

James Gabriel Hackney being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.



Signature of Certifier

Subscribed and sworn before me this the 28 day of Dec., 2015.

Michelle Rice

Notary Public

My commission expires: **My Commission Expires May 14, 2019**

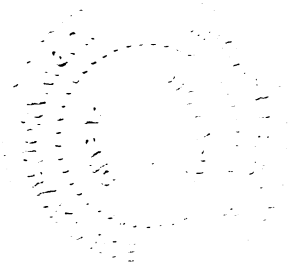


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION
1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
 Deny _____
 Resolution: Date: _____ Number: _____
 Overnight Ordinance: Date: _____ Number: _____
 90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): James G. Hackney (Gabriel)
 Address: 2470 Dolly Ridge Trail
 City: Birmingham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	NONE	—	—	—	—
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". _____



ORDINANCE NUMBER 2720

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

2470 Dolly Ridge Trail
Lot 5, Block 2, Dolly Ridge Estates, 1st Add
Matthew and Jessica Jones, Owner(s)

APPROVED and ADOPTED this the 26th day of June, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

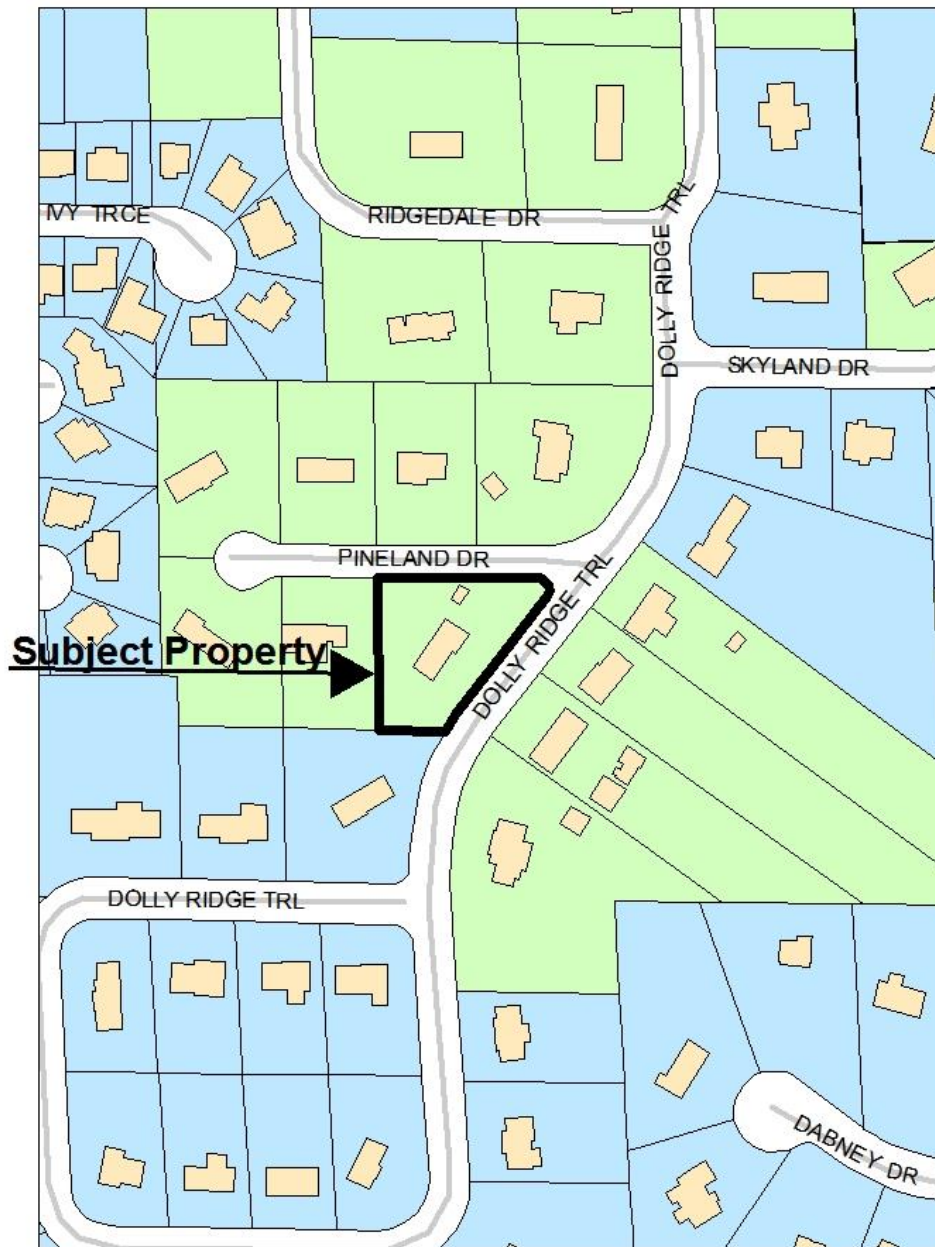
CERTIFICATION:

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 # 2720 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 26th day of June, 2017 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

2470 Dolly Ridge Trail



Jefferson County Vestavia Hills

Department of GIS
City of Vestavia Hills
June 2, 2017



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

Date: APRIL 13, 2017

- **CASE: P-0417-19**
- **REQUESTED ACTION:** Rezoning from Jefferson County Jefferson County E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 2470 Dolly Ridge Trl.
- **APPLICANT/OWNER:** Matthew & Jessica Jones
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 3/13/17 with the passage of Ordinance 2700. Applicant is requesting the compatible rezoning as part of the annexation process.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation

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

MOTION Mr. Gilchrist made a motion to recommend rezoning approval of 2470 Dolly Ridge Trl. from Jefferson County E-2 to Vestavia Hills R-1. Second was by Mr. Burrell. 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

RESOLUTION NUMBER 4955

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
PURCHASE HANDGUNS FOR THE VESTAVIA HILLS POLICE
DEPARTMENT**

**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 purchase handguns and equipment as detailed in an interoffice memorandum from the Police Chief to the City Manager, a copy of which is marked as “Exhibit A” and is attached and incorporated into this Resolution Number 4955 as though written fully therein; and
2. Said purchase shall be funded from the Police Department Confiscations Account; and
3. This Resolution Number 4955 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

VESTAVIA HILLS POLICE DEPARTMENT

To: Mr. Downes

MEMO

From: Chief Dan Rary

CC: Becky Leavings

Date: 7 June 2017

Re: Request for Council agenda

Mr. Downes,

I am requesting that the following item be placed on the City Councils agenda for 7 June 2017 for first read the following.

I am requesting to purchase off-duty/back up handguns for the Police Department. The total price for this project will not exceed \$43,000.00. The breakdown of this expense is below.

Glock 19LE FRT Serrated (GEN4) 9mm handguns [100 X \$421.80 = \$42,180.00]
With 3 mags, 5.5 trigger and Night Sights

Funding will come from the PD Confiscations Account.

We do not have to bid this out due to Glock establishing a non-negotiable price on Law Enforcement weapons. A Glock distributor for Alabama is Ed's Public Safety, 110 Rock Quarry Road, Stockbridge, Georgia 30281.

Section 41-16-51

Contracts for which competitive bidding not required.

(13) Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.

ED'S PUBLIC SAFETY
110 Rock Quarry Rd., Stockbridge, GA 30281

SENT VIA Email: jhardin@vhal.org

Quote #17-05-A143
Expires: 90 Days

May 30, 2017

Capt. Jason Hardin
Vestavia Hills Police Dept.
1032 Montgomery Hwy.
Vesatvia Hills, AL 35216

Thank you for allowing us the opportunity to provide you with the following quote:

Description	Qty	Unit	Extended
GLOCK 19LE FRT Serrated (GEN4) w/ 3 mags, 5.5lb. trigger, and GLOCK Night Sights	100	\$421.80	\$42,180.00
Delivery: Factory Drop Ship, ARO 60-90days - No Charge	-	-	-
TOTAL:	-	-	\$42,180.00

Thank you for the opportunity! Please contact me with any questions.

V/R,

Shane Gosa
Outside LE Sales
Cell: 229/815-1452
Fax: 770/389-6699
sgosa@edspublicsafety.com

receive dispatch calls. Such boards should work with municipalities and ambulance service providers to ensure the most efficient service to persons in their districts. AGO 2004-009.

- Mental Health Authorities created pursuant to Section 22-51-1 et seq. of the Code of Alabama 1975, are not exempt from the Competitive Bid Law. AGO 2006-004.
- Section 11-89A-5 of the Code of Alabama allows a county solid waste disposal authority to amend its certificate of incorporation to become a municipal solid waste disposal authority that would qualify for the exemption from the Competitive Bid Law found in section 11-89A-18. AGO 2007-059.

Supplemental Contracts or Change Orders

Supplemental contracts or change orders for new and additional work are subject to competitive bid in the same manner as the original contract. Exceptions to this general rule are (a) minor changes for a total monetary amount less than that required for competitive bidding; (b) changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work; (c) emergencies arising during the course of work on the contract; and (d) changes of alternates provided for in the original bidding and original contract. 142 Quarterly Report of the Attorney General 47.

For more information on change orders, see the article entitled "Utilizing and Processing Contract Change Orders" in this publication.

Exemptions From the Competitive Bid Law

Competitive bids are not required for:

- Purchases of utility services where no competition exists or rates are fixed by law.
- Purchases of insurance.
- Purchases of election supplies. However, the purchase or lease of voting machines is not exempt from the bid law. AGO 1994-187.
- Contracts for services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part. A contract between a public agency and a professional services company is exempt from the competitive bid law. If the professional services are merely incidental to the purchase of equipment, the purchase must be bid. AGO 2000-152. The professional services exemption in the Competitive Bid Law does not apply to consultants providing administrative, secretarial, accounting and clerical services. AGO 2002-078.

- Contracts of employment in the regular civil service.
- Purchases of products made or manufactured by the blind or visually handicapped under the direction or supervision of the Alabama Institute for the Deaf and Blind.
- Purchase of maps or photographs from a federal agency.
- Purchases of manuscripts, maps, books, pamphlets and periodicals.
- The selection of paying agents and trustees for any security issued by a public body.
- Professional service contracts for the codification and publication of the laws and ordinances of a county or municipality.
- Contractual services and purchases of commodities for which there is only one vendor or supplier.
- Contractual services or purchases of personal property, which by their very nature are impossible to award by competitive bidding.
- Purchases of products where the price of such products is already regulated and established by state law.
- Purchases for public hospitals and nursing homes operated by the governing boards of municipal instrumentalities.
- Contracts for furnishing of fiscal or financial advice or services.
- Existing contracts up for renewal for sanitation or solid waste collection, recycling and disposal between municipalities and/or counties and those providing the service.
- Subject to the limitations in this subdivision, purchases of goods made as a part of the purchasing cooperative sponsored by the National Association of Counties, or its successor organization, or any other competitive bid nationwide cooperative purchasing program, or other national or regional governmental cooperative purchasing program. This subdivision shall not apply to goods for which a service or service contract, whether subject to competitive bidding under this article or not, is necessary to utilize the goods. Such purchases may only be made if all of the following occur:
 - a. The goods being purchased are available as a result of a competitive bid process approved by the Alabama Department of Examiners of Public Accounts for each bid.
 - b. The goods are either not at the time available to counties on the state purchasing program or are available at a price equal to or less than that on the state purchasing program.
 - c. The purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.
- There is no authority for entities covered by the Competitive Bid Law to make purchases through a