

**Vestavia Hills
City Council Agenda
April 9, 2018
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – James “Butch” Williams, Pastor of Care and Support at Vestavia Hills United Methodist Church and Senior Chaplain For The City Of Vestavia Hills
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
 - a. Announcement Of Applications Received For Upcoming Vacancy On Vestavia Hills Board Of Education And Interviews – Kimberly Cook
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – March 12, 2018 (Regular Meeting), March 19, 2018 (Regular Work Session) and March 22, 2018 (Regular Meeting)

Old Business

9. Resolution Number 5023 – A Resolution Ascertainning, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 2535 Ivy Glenn Drive, Vestavia Hills, Alabama 35243; Parcel Id# 28-00-32-4-001-96.000, In The City Of Vestavia Hills As A Result Of The City Of Vestavia Hills Ordering The Abatement Of A Nuisance Pursuant To Ordinance Number 2567 (*public hearing rescheduled to April 9, 2018*) (*public hearing*)
10. Ordinance Number 2748 - Conditional Use Approval To Allow Five Unrelated Adults To Reside In A Single Family Home Located At 220 Erwin Circle; Mikel Swack, Owner, Nick Goudreau, Golden Key LLC, Representing (*public hearing*)
11. Ordinance Number 2747 - An Ordinance Providing For The Rate, Levy And Collection Of Certain Privilege, License And Excise Taxes Within The Corporate Limits Of The City Of Vestavia Hills, Alabama, And Making Further Provision Therefor Amending Ordinance 2315 And Repealing Ordinance Numbers 2316 and 2317 (*public hearing*)
12. Resolution Number 4951-A – A Resolution Amending Resolution Number 4951 – Authorizing The Implementation Of Phase Two And Phase Three Of The Community Spaces Plan Pursuant To A Contract With The Program Manager (*public hearing*)

New Business

13. Resolution Number 5034 – Alcohol License – Shindigs Catering LLC d/b/a Smooth Rock Café; For An 010 – Restaurant Retail Liquor License – On-Premise – 1940 Stonegate Drive, Suite 10; Donald M. Russell III, Executive (*public hearing*)
14. Resolution Number 5035 – A Resolution To Reschedule The Regular Council Meeting Of May 28, 2018 To Wednesday, May 30, 2018 In Observance Of The Memorial Day Holiday

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

15. Ordinance Number 2750 – Annexation – 90-Day Final – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph’s Retreat; Linda Craft, Owner (*public hearing*)
16. Ordinance Number 2751 – Rezoning – 2300 St. Joseph Road; Lot 24-A, Resurvey Of Lots 24 & 26, Amendment To St. Joseph’s Retreat; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Linda Craft, Owner (*public hearing*)
17. Ordinance Number 2752 – Annexation – 90-Day Final - 3640 Altadena Drive; Lot 1 Altadena Acres; Kevin And Georgia Holdefer, Owners (*public hearing*)
18. Ordinance Number 2753 – Rezoning – 3640 Altadena Drive; Lot 1 Altadena Acres; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Kevin And Georgia Holdefer, Owners (*public hearing*)
19. Ordinance Number 2754 – Annexation – 90-Day Final – 1722 Vestaview Lane; Shades Mountain Baptist Church, Owner (*public hearing*)
20. Ordinance Number 2755 – Rezoning – 1722 Vestaview Lane; Rezone From Jefferson County R-1 To Vestavia Hills R-2; Shades Mountain Baptist Church, Owner (*public hearing*)
21. Ordinance Number 2756 – Annexation – 90-Day Final – 2672 Dolly Ridge Road; Binita And Niraj Parekh, Owners (*public hearing*)
22. Ordinance Number 2757 – Rezoning – 2672 Dolly Ridge Road; Rezone From Jefferson County E-1 To Vestavia Hills E-2; Binita And Niraj Parekh, Owners (*public hearing*)
23. Resolution Number 5036 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills And Blackwater Real Estate, LLC (*public hearing*)
24. Citizen Comments
25. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MARCH 12, 2018

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

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Keith Blanton, Building Official
Cinnamon McCulley, Communications Specialist

Tom Bell, Chaplain for the City of Vestavia Hills, provided the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Bill Veitch, candidate for District Attorney, introduced himself and asked for support in the upcoming primary elections.
- Mrs. Cook announced that the Vestavia Hills City Council is currently accepting applications for an upcoming vacancy on the Board of Education. She indicated that an applicant should understand the expectations of the position before applying by reviewing the information found in the application packet and tuning into videos of the meetings found on the Board's website. She encouraged anyone interested to apply and asked candidates to think carefully about whether they have the available to time to serve, as meeting attendance is critical. Applications will be accept until 5 PM, April 9, 2018. The Council has scheduled April 12 and 17 for personal interviews. She stated that interview times will be given out as applications are received in the City Clerk's office. The Council

- will vote on April 23 at the regular meeting and the member will begin serving at the first regular meeting of the board in the month of June.
- Mr. Pierce welcomed Jeff Florio and Taylor Burton, representing the Vestavia Hills Chamber of Commerce.
 - Mr. Pierce welcomed Kacy Pierce and Will Kirkpatrick to the meeting. He stated that his grandson recently participated in the Pinewood Derby, where his car was designed to resemble a Vestavia Hills Police Department truck. Will showed his truck to the audience. Mr. Pierce stated that he came in second in time trials.
 - The Mayor announced that tomorrow morning the first Freedom from Addiction Breakfast will be held. The event begins at 8 AM at Vestavia Hills United Methodist Church and is sponsored by the Addiction Prevention Coalition. Keynote speakers will be a Hoover couple who lost their daughter due to an opioid overdose. Following this, a daughter who lost both her parents to opioids will be a keynote speaker at the Chamber luncheon. He invited everyone to attend these two important events.
 - Mr. Head stated that the Parks and Recreation Board will be meeting on Tuesday, March 20, 2018, beginning at 7:00 AM.
 - Mrs. Cook announced that there will be a reception to meet the new superintendent of Education, Dr. Todd Freeman, on Wednesday, beginning at 5:00 PM, at the Library in the Forest. Everyone is welcome to attend.

CITY MANAGER'S REPORT

- Mr. Downes updated the Council on the following issues:
 - Community Spaces Plan dates of interest: The Council will discuss the capital plan and how to fund the plan at the March 19, 2018, regular work session. On March 22, at a rescheduled regular Council meeting, there will be a first read on the necessary ordinances/resolutions to approve and fund the infrastructure and Community Spaces Plan; April 3, 2018, at 6 PM, there will be a Town Hall Meeting (Council Work Session) to receive public input on these plans.
- Mr. Downes updated the Council on the Liberty Park cooperative district and discussed funding of that plan to provide road improvements. He indicated that Jefferson County has approved their portion and a committee for the City of Birmingham recommended approval to their city council today. This still requires Birmingham City Council action.
- Mr. Downes updated the Council on efforts to address the coyote situation. He said to date 14 coyotes have been trapped and showed a photograph of one of the animals, explaining that many of these animals are diseased with Sarcoptic mange, along with being malnourished. These animals could represent a major safety concern to the City. He gave a background of the situation and indicated that the City has used various means, primarily education, to address this situation in the past, but the situation is exacerbated by over-population and lack of nutrition for these animals. He commended Cpl. Coleman for his efforts and indicated that the were set throughout the City. He stated that tomorrow is the end of this pilot project and the City will continue to monitor the situation following the removal efforts.
- Mr. Downes discussed the condition of Shades Crest Road traveling toward Rocky Ridge Road. He indicated that the City has held off getting the situation resolved because Spire

has plans to do maintenance in that roadway, it would be useless to repave until their utility work is ended. He asked for patience as they get through this time of construction and said, eventually, a good portion of the roadway will be repaved. He also indicated that Spire will contribute funds toward repaving areas affected by their utility work.

COUNCILOR REPORTS

- Mr. Pierce announced the regular monthly luncheon of the Chamber of Commerce is tomorrow at 11:30 along with the Chamber Board meeting Thursday morning, beginning at 7:45 AM at Chamber office.
- Mr. Weaver stated that the Planning and Zoning Commission met last Thursday and most actions were ministerial. He stated that a few rezoning requests will be coming to City Council soon.

APPROVAL OF MINUTES

The minutes of the February 19, 2018 (Work Session) and February 26, 2018 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the February 19, 2018 (Work Session) and approve them as presented was by Mrs. Cook and second 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.

MOTION Motion to dispense with the reading of the minutes of the February 26, 2018 (Regular Meeting) and approve them as presented was by Mr. Pierce and second 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.

OLD BUSINESS

ORDINANCE NUMBER 2745

Ordinance Number 2745 – An Ordinance Establishing The Division Of Investigations And Inspections Of The City Of Vestavia Hills Fire Department And To Designate Certain Firefighters In Said Division As Law Enforcement Officers (*public hearing*)

MOTION Motion to approve Ordinance Number 2745 was made by Mr. Weaver and second was by Mrs. Cook.

Chief Green stated this was discussed at the last work session and would allow the Fire Marshal to obtain law enforcement authority in order to enforce ordinance and fire code violations.

Mr. Boone stated he reviewed the ordinance and found no problems if the employees obtain the required certification.

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.

ORDINANCE NUMBER 2746

Ordinance Number 2746 – An Ordinance Amending Ordinance 2132 And Article III; Section 6-41, Vestavia Hills Code Of Ordinances, Republished 2002; Entitled *Fire Districts Established; Boundaries (public hearing)*

MOTION Motion to approve Ordinance Number 2746 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes explained that this is an effort to clean up some ordinances.

Fire Marshal Scott Key stated that, when he reviewed his fire code, he noticed some zoning classifications were not found in the Fire Code ordinance. This ordinance add the missing classifications.

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

RESOLUTION NUMBER 5027

Resolution Number 5027 – A Resolution Changing The Date Of The Council Meeting Scheduled For March 26, 2019 To March 22, 2018

MOTION Motion to approve Resolution Number 5027 was made by Mr. Weaver and second was by Mrs. Cook

Mayor Curry explained that this will reschedule the Council meeting to accommodate Spring Break so that more of the public will be in town and able to attend the meeting, if they desire.

There being no one to address the Council, the Mayor called for the question.

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

RESOLUTION NUMBER 5028

Resolution Number 5028 – Alcohol License - Walgreen Co. D/B/A Rite Aid 07379, Located At 708 Montgomery Hwy, Vestavia Hills, Alabama, For The Sale Of 050 - Retail Beer (Off-Premises Only) And 070 - Retail Table Wine (Off-Premises Only); Amelia D. Legutki, Richard M. Ashworth And Collin G. Smyser, Executives (public hearing)

MOTION Motion to approve Resolution Number 5028 was made by Mr. Pierce and second was by Mr. Weaver.

Mr. Downes explained this transfer is due to a change in ownership from Rite Aid to Walgreens.

There was no one present in regard to this request.

Mr. Pierce indicated that he always questions the applicants of their policies for training of employees to prevent sale to minors. Discussion ensued and the Council concurred that it would be better if the applicants were present.

MOTION Motion to postpone Resolution Number 5028 until March 22, 2018 meeting was by Mrs. Cook and second was by Mr. Pierce. Roll call vote as follows:

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

RESOLUTION NUMBER 5029

Resolution Number 5029 – Alcohol License - Walgreen Co. D/B/A Rite Aid 07024, Located At 3965 Crosshaven Drive, Vestavia Hills, Alabama, For The Sale Of 050 - Retail Beer (Off-Premises Only) And 070 - Retail Table Wine (Off-Premises Only); Amelia D. Legutki, Richard M. Ashworth And Collin G. Smyser, Executives (public hearing)

MOTION Motion to postpone Resolution Number 5029 until March 22, 2018 meeting was by Mrs. Cook 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.

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

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 March 22, 2018, at 6:00 PM.

- Resolution Number 5023 – A Resolution Ascertain, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 2535 Ivy Glenn Drive, Vestavia Hills, Alabama 35243; Parcel Id# 28-00-32-4-001-96.000, In The City Of Vestavia Hills As A Result Of The City Of Vestavia Hills Ordering The Abatement Of A Nuisance Pursuant To Ordinance Number 2567 (*public hearing*)
- Resolution Number 5030 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Regional Jefferson County And Appropriating \$3,600 For Maintenance Of Outdoor Warning Sirens In The City Of Vestavia Hills (*public hearing*)

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

The Mayor stated that the City Council needed to move into Executive Session to discuss existing/pending/anticipated litigation. He indicated that attorneys Patrick Boone and Bent Owens would be present representing the City. He estimated the duration to be approximately 30 minutes and said there might be Council action required following the Executive Session. He opened the floor for a motion to adjourn into executive session.

MOTION Motion to move into Executive Session to discuss existing/pending/anticipated litigation for an estimated 30 minutes was by Mrs. Cook. Second was by Mr. Weaver. Voice vote as follows:
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

The Council exited the Chamber and entered into Executive Session at 6:42 PM. At 7:05 PM, the Council entered into the Chamber and exited Executive Session.

At 7:06 PM, the Mayor called the meeting back to order. He stated that the Council needed to consider a proposed Resolution. He requested Unanimous Consent for the immediate consideration and action of Resolution Number 5031.

MOTION Motion to reconvene was by Mrs. Cook and second by Mr. Pierce. Roll call vote as follows:

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

MOTION Motion for immediate consideration and action on Resolution Number 5031 was by Mrs. Cook. Second was by Mr. Weaver. Voice vote as follows:

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

MOTION Motion to approve Resolution Number 5031 was by Mr. Weaver. Second was by Mrs. Cook. Voice vote as follows:

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

RESOLUTION NUMBER 5031

A RESOLUTION AUTHORIZING THE CITY MANAGER TO FILE A CROSSCLAIM ARISING OUT OF THE CONTRACT ENTERED INTO BETWEEN THE CITY OF VESTAVIA HILLS AND NSH, CORP.

WHEREAS, on or about November 15, 2012, the City enacted Ordinance Number 2434 authorizing the sale of Lots 1, 2, 3, 4 and 5 to NSH Corp. in the Thuss Farms Subdivision; and

WHEREAS, the sales contract was executed by the City and NSH on February 12, 2013, with an amendment to the sales contract authorized by Ordinance Number 2435 to allow a sewer easement to be located on the City's property immediately behind the aforementioned lots; and

WHEREAS, some of the owners of these lots have sued the City and NSH involving matters related to the sales contract; and

WHEREAS, in order to preserve and protect the interest of the City in defending the litigation, retained counsel advises that filing a crossclaim against NSH is a remedy available to the City.

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

- 1. The City's retained counsel is hereby authorized and directed to file a crossclaim arising out of the contract entered into between the City of Vestavia Hills and NSH, Corp.; and*
- 2. The City Manager is hereby authorized to execute and deliver any and all actions and documents needed in order to file said crossclaim; and*
- 3. This Resolution Number 5031 shall become effective immediately upon adoption and approval.*

ADOPTED and APPROVED this the 12th day of March, 2018.

*Ashley Curry
Mayor*

ATTESTED BY:

*Rebecca Leavings
City Clerk*

Bent Owens, outside counsel representing the City, stated that a lawsuit was filed by ten plaintiffs against the City, NSH and Daniel. He recommended that the City file a crossclaim against NSH based upon a sales contract with a provision that NSH provide a 35' landscaped buffer between the rear of the five lots and the property now owned by Daniel. This is one of the allegations made in the original lawsuit.

The Mayor opened the floor for a public hearing. There being no one to address the Council regarding this issue, 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.

At 7:11 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:12 PM.

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

MARCH 19, 2018

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Marvin Green, Fire Chief
Dan Rary, Police Chief
Christopher Brady, City Engineer
Cinnamon McCulley, Communication Specialist

PROPOSED STATUE OF VESTA

The Mayor called the work session to order and introduced Mr. Craigor Brown and Logan Taylor who were present to address the Council concerning a proposed statue of Vesta. The Mayor said this statue is proposed to be donated through funding provided by some interested residents.

Mr. Brown gave a brief background of his history and ties to Vestavia Hills. He presented a slideshow depicting pieces that he sculpted for the City of Sylacauga, Helen Keller monument and others. He showed a conceptual drawing of where the statue might be placed near Sibyl Temple and indicated that they needed Council approval for the statue to be placed on City property.

Mrs. Cook asked about maintenance and the cost of the statue. Mr. Brown stated that with today's sealants, very little maintenance is needed and the value would be dictated by the size, scale, etc. but the marble alone would be approximately \$10,000.

Logan Taylor stated that they are committed to raise funds to commission this work of art.

RAT RUNNING

Don Erwin, Barber Properties, explained that his shopping center, located off of Acton Road, called Dolly Creek Station, has a huge problem with "rat running." He showed video of individuals who cut through their parking lot to avoid intersections, without regard to public safety. He mentioned there are businesses frequented by families with children in the shopping center, which makes this is a particularly dangerous practice at this location, but there are no laws prohibiting it. He asked the Council to consider a local ordinance to prohibit this practice, similar to those in other cities in Alabama.

Chief Rary stated the City should obtain copies of similar ordinances passed by other cities to create a version for Vestavia Hills and then present it to the Council for consideration.

UPDATED – OPIOID ADDICTION LITIGATION

The Mayor stated that he and three other mayors in the Over the Mountain area have combined efforts to form the Freedom from Addiction Foundation, which is dedicated to raising awareness of the opioid crises within these cities. He indicated that there are litigation cases being filed nationwide concerning the effect of these additions on municipalities and other government jurisdictions.

Tommy Dazzio, 2441 Monterey Place, introduced Jeff Freeman, one of his law partners. Mr. Freeman addressed the Council regarding lawsuits that have been filed against opioid drug manufacturers by cities and counties in our state.

Mr. Freeman explained the impact of opioid abuse on local municipalities and what participation in this case would entail for the City, should the Council choose to file a lawsuit. He stated that they would need a point of contact with the City and that participation would not take a lot of employee time. He stated the would like to represent the City.

INFRASTRUCTURE AND COMMUNITY SPACES PLAN

Mr. Downes presented documents relative to the costs, expected revenues and other considerations for all aspects of the City's infrastructure plans and the implementation of

the Community Spaces Plan as well as the City's plans for funding both. He stated that these documents help to convert the Council's discussions to actual plans that address: (1) the Council's goals and objectives for addressing infrastructure needs and implementation of the Community Spaces Plan, (2) funding for implementing these projects; and (3) the process by which the Council can accomplish these goals and objectives.

Mr. Downes presented documents regarding the above and explained each. (*Copies of said documents are marked as "Exhibit A" and are attached to and incorporated into the minutes of the March 19, 2018, work session.*)

Heyward Hosch explained the Resolution, which addresses the Council's adoption of the capital plan, and the proposed tax Ordinance.

Mr. Downes explained the total for all projects totals \$58 million in funding, or \$3 million annual debt payment. He explained the proposed financing of the projects which is being estimated as follows:

- Increase of sales and use taxes from 3 cents to 4 cents for an estimated \$3.9 million annually;
- Increasing lodging taxes from 3 percent to 6 percent for an estimated \$187,000 annually; and
- Increasing leasing taxes from 3 percent to 4 percent for an estimated \$45,982 annually.

Mr. Downes stated that the proposed capital plan provides spending 71% of these proceeds on much-needed infrastructure and the Community Spaces Plan. He explained the details of that expenditure. A total of 5% would go to the City's General Fund and the remaining 24% would be saved to be used toward future Vestavia Hills School capital needs and/or City emergency needs. These details are contained in the Resolution to be considered by the Council, which would establish the Council's consensus that they are committed to funding these projects. The Council will hold a Town Hall meeting on April 3, 2018, to hear public input on the capital plan and sales tax increase. All of the documents will be posted tomorrow on the City's website so that the public has the opportunity to review and submit comments to the Council.

Mrs. Cook thanked Mr. Downes and Mr. Hosch for responding so nimbly to prepare the Resolution for this meeting. She said she felt the Resolution was important to establish the Council's consensus regarding the way in which the additional revenue would be spent. She stated the plan places an emphasis on much-needed infrastructure and she feels this is a good plan. She asked whether any additional capital funding would be needed for the pedestrian bridge or other infrastructure projects.

Mr. Downes explained the current status of funding for Massey Road improvements, the pedestrian tunnel at SHAC as well as the pedestrian bridge on Hwy. 31. He stated that road maintenance funding, outside the proposed capital plan, will be allocated according to the priority listing and grading system used by the City Engineer and Public Services.

Mrs. Cook asked whether Mr. Downes was aware of any progress on the Board of Education's long-range capital plans. Mr. Downes stated that the new Superintendent indicated he is working on that and hopes to have a more firm plan in the next few months.

Mr. Pierce stated the projects listed in the capital plan will all require bidding so there is time for the Board of Education to come forward with their plan along the way.

CLOSING REMARKS

The Mayor asked everyone to continue to keep Police Officer Christopher Gentry in their thoughts and prayers. He is currently recovering from injuries he received when a motorist collided with his patrol vehicle, which was parked on the side of the road as he assist with a call.

There being no further business, the meeting adjourned at 7:35 PM.

Ashley C. Curry
Mayor

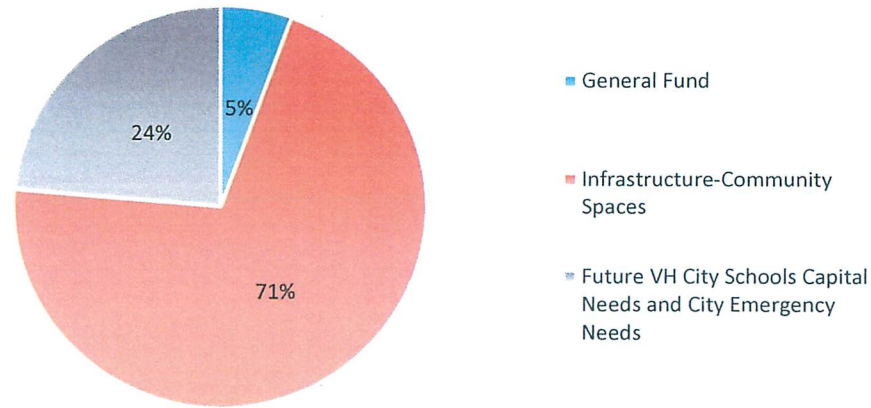
ATTESTED BY:

Rebecca Leavings
City Clerk

Summary of Project Alternatives			
Capital Planning for 2018			
Project Concept	Project Sub- Component	Program Cost	Project Priorities
Community Spaces			
	Wald Park	\$ 15,429,766.00	\$ 15,429,766.00
	Cahaba Heights	\$ 7,398,815.00	\$ 7,398,815.00
	Community Building	\$ 15,270,390.00	\$ 15,270,390.00
New Merkel			\$ 500,000.00
Refinance Golds Gym Purchase		\$ 8,900,000.00	\$ 8,900,000.00
	Subtotal		
Road Paving			
	Pave 20 Miles of Poorly Rated Streets	\$ 2,200,000.00	\$ 2,200,000.00
Stormwater Infrastructure			
	Misc Public Pipe Replacement	\$ 550,000.00	\$ 550,000.00
Sidewalk			
	East Street	\$ 200,000.00	\$ 2,500,000.00
	<i>Length (LF)</i> Cahaba Heights		
	4,800 Crosshaven	\$ 518,400.00	
	6,000 Cahaba Heights Rd	\$ 648,000.00	
	3,500 White Oak Area	\$ 378,000.00	
	2,700 Bearden/Greendale Area	\$ 291,600.00	
	8,000 River Run Area	\$ 864,000.00	
	<i>Unknown</i> Valley Park Drive Connection		
	Vestavia West		
	12,000 Tyler Rd Area	\$ 1,296,000.00	
	21,250 Columbiana Rd Are/Jacobs Rd	\$ 2,295,000.00	
	15,000 Shades Crest West Area	\$ 1,620,000.00	
	40,000 Dolly Ridge/Altadena Rd Area	\$ 4,320,000.00	
	17,000 Panorama/Derby Dr Area	\$ 1,836,000.00	
	15,000 Mountain View/Vesclub Area	\$ 1,620,000.00	
	15,000 Rocky Ridge/Countrywood	\$ 1,620,000.00	
	<i>Unknown</i> Rocky Ridge Rd		
	160,250 Sub-Total		
Road Capacity Improvement			
	Crosshaven Phase 1	\$ 2,535,000.00	
	Crosshaven Phase 2	\$ 2,076,000.00	
	Sub-total		\$ 4,611,000.00
Future VH BoE Needs			
Grand Total			\$ 57,359,971.00
Summary of Financing Models			
Assumption			
Debt Service	\$4,000,000	\$ 3,000,000.00	
Capital Production- 10 Yr Term	\$ 35,545,000.00	\$ 26,655,000.00	
Capital Production- 20 Yr Term	\$ 61,045,000.00	\$ 45,770,000.00	
Capital Production- 30 Yr Term	\$ 77,525,000.00	\$ 58,120,000.00	

Recap of Total New/Additional Revenues and Dedicated Use				
	New Revenue	Intended Use		
		<i>General Fund</i>	<i>Infrastructure-Community Spaces</i>	<i>Future VH City Schools Capital Needs and City Emergency Needs</i>
General/Use Tax	\$ 3,944,147		\$ 2,958,110	\$ 986,037
Lodging Tax	\$ 187,526	\$ 187,526		
Leasing Tax	\$ 45,982	\$ 45,982		
TOTAL	\$ 4,177,655	\$ 233,508	\$ 2,958,110	\$ 986,037

Proposed Use of New Revenue Proceeds



Supporting Strategic Capital Needs

Following is a summary of considerations and facts regarding the City's effort to increase revenue to support strategic capital needs.

- I. **Introduction:** At the conclusion of an exhaustive series of planning and programming exercises, the City Council of Vestavia Hills is considering the following revenue increases that will annually generate approximately \$4mm additional dollars to the City to support a capital program estimated to cost \$58mm while strategically reserving a portion of these new funds for future capital needs of our City school system.

- a. **Increase of City sales tax:**

- i. **General Sales and Use Taxes from 3.00% to 4.00%**

This results in the total sales tax for Vestavia Hills increasing to 10.00%. The City of Vestavia Hills will then be at par with the following cities in our region: Birmingham, Bessemer, Fultondale, Gardendale, Homewood, Irondale, Pelham and Trussville. This increase would include all sales and use categories (including rental taxes) except automotive sales tax rates that would remain at 1%.

- b. **Increase of City lodging tax:**

- i. **Lodging Tax Rates from 3.00% to 6.00%**

This results in the total lodging tax for Vestavia Hills increasing to 17.00%. The City of Vestavia Hills will then be equal to or less than the following cities in our region: Alabaster, Bessemer, Birmingham, Fultondale, Gardendale, Homewood, Irondale, Mountain Brook, Pelham and Trussville. The City of Vestavia Hills has three hotels and has the lowest lodging tax in our region. (Exhibit A – Summary of Regional Municipal Taxes)

- c. **Dedicated use of new revenue proceeds:**

- i. **Approximately \$3mm of the new annual proceeds would be utilized to fund debt service associated with selected capital projects**

1. Community Spaces Plan (Exhibit B – Project Budget Summary)

- a. Wald Park improvements (park, ballfields, pool and tennis facility improvements)
 - b. Cahaba Heights ballfield improvements
 - c. Community Building addition and renovation (current Gold's Gym)
 - d. Residential street resurfacing (paving of 20 miles of poorly rated roadway)
 - e. Stormwater infrastructure improvements (pipe replacements)
 - f. Crosshaven Drive Phases I and II (road widening project and sidewalks)
 - g. Sidewalks construction (additional sidewalks with focus on connections to commercial centers)
 - h. New Merkel House redevelopment

- ii. **Approximately \$1mm of the new annual proceeds would be placed into escrow for future capital needs of our City school system and utilized as financial reserves to protect against economic downturns or other emergency needs as established by the Vestavia Hills City Council.**

- II. **Debt instrument to facilitate implementation of capital program:** With the assumption of an approval of the additional City revenues, the City Council will consider approval of a 30-year bond issue to generate approximately \$58mm in capital to support the previously described program. The estimated annual debt service to support said bond issuance is expected to be approximately \$3mm. The City has engaged the firm of Rice Advisory as its financial advisor and attorney Heyward Hosch as its bond counsel. Underwriting services shall be procured through the use of a request for proposals managed by Rice Advisory. (Exhibit C – Memorandum from Rice Advisory)
- III. **Program management service implementation:** With the assumption of an approval of the additional revenue and bond issuance, the City Council would approve the contractual engagement of TCU Consulting Services to begin phases two and three of their previously approved contract for design and construction administration services associated with the entire capital program.
- IV. **Anticipated questions concerning capital financing and construction efforts:** Answers to the following questions which are anticipated from the public are provided in Exhibit D.
 - a. What can the City “afford” in its capital program?
 - b. How can the City ensure proper funding of future road resurfacing to avoid the necessity of “catch up” work?
 - c. What are the plans to handle the operational needs of these new facilities?
 - d. How can the City manage the future needs of an aging stormwater system?
- V. **What are the preliminary thoughts of the Vestavia Hills citizenry on this effort?**
 - a. The Vestavia Hills Listens portal was utilized to gauge this response and an outcome statement will be placed on the portal and included in this supplemental report.

EXHIBIT A – Regional Municipal Taxes

<u>MUNICIPALITIES</u>	<u>Sales Tax Rates</u>			
	<u>CITY</u>	<u>COUNTY</u>	<u>STATE</u>	<u>OVERALL</u>
Alabaster	4.00%	1.00%	4.00%	9.00%
Auburn	4.00%	1.00%	4.00%	9.00%
Bessemer	4.00%	2.00%	4.00%	10.00%
Birmingham	4.00%	2.00%	4.00%	10.00%
Fultondale	4.00%	2.00%	4.00%	10.00%
Gardendale	4.00%	2.00%	4.00%	10.00%
Homewood	4.00%	2.00%	4.00%	10.00%
Hoover	3.00%	2.00%	4.00%	9.00%
Irondale	4.00%	2.00%	4.00%	10.00%
Madison	3.50%	0.50%	4.00%	8.00%
Montgomery	3.50%	2.50%	4.00%	10.00%
Mountain Brook	3.00%	2.00%	4.00%	9.00%
Pelham	4.00%	2.00%	4.00%	10.00%
Tuscaloosa	2.00%	3.00%	4.00%	9.00%
Trussville	4.00%	2.00%	4.00%	10.00%
Vestavia Hills	3.00%	2.00%	4.00%	9.00%

<u>MUNICIPALITIES</u>	<u>Automotive Sales Tax Rates</u>			
	<u>CITY</u>	<u>COUNTY</u>	<u>STATE</u>	<u>OVERALL</u>
Bessemer	1.00%	0.375%	2.00%	3.375%
Birmingham	2.00%	0.375%	2.00%	4.375%
Gardendale	0.75%	0.375%	2.00%	3.125%

Homewood	2.00%	0.375%	2.00%	4.375%
Hoover	1.00%	0.375%	2.00%	3.375%
Mountain Brook	3.00%	0.375%	2.00%	5.375%
Trussville	1.50%	0.375%	2.00%	3.875%
Vestavia Hills	1.00%	0.375%	2.00%	3.375%

MUNICIPALITIES Lodging Tax Rates

	<u>CITY</u>	<u>COUNTY</u>	<u>STATE</u>	<u>OVERALL</u>
Alabaster	6.00%	7.00%	4.00%	17.00%
Auburn	7.00%	2.00%	4.00%	13.00%
Bessemer	6.00%	7.00%	4.00%	17.00%
Birmingham	6.50%	7.00%	4.00%	17.50%
Fultondale	9.00%	7.00%	4.00%	20.00%
Gardendale	8.00%	7.00%	4.00%	19.00%
Homewood	9.00%	7.00%	4.00%	20.00%
Hoover	3.00%	7.00%	4.00%	14.00%
Irondale	7.00%	7.00%	4.00%	18.00%
Madison	9.00%	1.00%	4.00%	14.00%
Montgomery	11.00%	0.00%	4.00%	15.00%
Mountain Brook	6.00%	7.00%	4.00%	17.00%
Pelham	6.00%	7.00%	4.00%	17.00%
Tuscaloosa	11.00%	0.00%	4.00%	15.00%
Trussville	6.00%	7.00%	4.00%	17.00%
Vestavia Hills	3.00%	7.00%	4.00%	14.00%

EXHIBIT C – Rice Advisory Memo

To: **Jeff Downes, City Manager**
City of Vestavia Hills, Alabama

From: **Chris Williams/Rush Rice**

Date: **March 2, 2018**

Re: **Community Spaces Plan**

As discussed, here is a brief discussion of some key components relating to the financing of the Community Spaces Plan. Of course, there are a multitude of considerations, but these are the factors we should focus on at this point.

- **Selection of underwriter(s).** This issue is of a significant size and will draw the attention of bond underwriters of all sizes and abilities. We'd recommend an RFP process that will allow us to evaluate potential underwriters using a number of criteria, only one of which will be the amount of the fee. Our objective is to guide the City to completion of a financing that produces the lowest effective borrowing cost achievable. Underwriting fees are only one of numerous factors that go into calculating the effective borrowing cost. Other factors include sales force, investor base, couponing, pricing, call provisions and more. Also, a firm with strong Alabama/Southeastern presence might assign the issue a higher priority than a Wall Street firm with possibly bigger fish to fry.
- **Bond counsel.** This is one area where it definitely pays to engage professionals with a deep institutional knowledge of the operations, practices, municipal code and legal environment of the City. We have worked with Heyward Hosch many times and have a high degree of confidence in his professional abilities and those of his colleagues at Maynard Cooper.
- **Rates and borrowing capacity.** Even though rates have increased somewhat over the past couple months, they are still very low from a historical standpoint. At current market conditions, we are of the opinion the City could achieve its objective of raising an estimated \$58M while maintaining a level annual debt service structure of approximately \$3M for 30 years.
- **New Revenue.** With a new revenue source expected to produce about \$4 million per year, combined with the City's very strong credit ratings, we are highly confident that the bond indenture can be structured so that any sales tax funds collected in excess of debt service on the bonds can be used for any other lawful purpose. Also, although the City will be increasing its annual debt service, it will also be creating a new revenue source, which in fact, will benefit the existing debt policy to limit the annual debt service requirements on general obligations to an amount not greater than 10% of annual General Fund revenues.
- **Other thoughts.** We believe it might be advantageous for the City to explore the possibility of obtaining its first ever rating from S&P Global. Unlike Fitch, S&P is very active in the Alabama market and is well received by many bond investors, which in turn, could benefit the City on its overall borrowing costs.

EXHIBIT D – Frequently Asked Questions

1. What can the City “afford” in the implementation of our 2018 Capital Plan as prioritized in the strategic planning work session?

In deference to what the City can “afford,” the City Council will take into consideration a significant number of factors prior to making capital funding decisions, including those presented during the annual strategic planning session in January. The documents from that work session are available online at <http://vhal.org/agendas-and-agenda-packets/january-18-19-strategic-planning-packet/>. Included in this packet is a spreadsheet of Project Alternatives and the options for various debt service amounts are summarized at the bottom of this spreadsheet. The direct link to the document is http://vhal.org/wp-content/uploads/2018/02/L_Summary-of-Project-Alternatives.pdf.

The amount we have to spend will depend on what the City can afford to borrow. (Videos of this discussion during the January work session are available on the City’s Facebook page.) Almost all growth in General Fund revenue is offset by a corresponding growth in demand for city services. As a result, organic growth (about \$1mm per year) is absorbed in General Fund expenses.

During the work session, Rice Advisory explained that our City can carry about 10% of our General Fund Revenues in debt service to remain in good standing with the rating agencies as well as adhering to financial guidelines (debt service maximums) established through Resolution 4112 of the Vestavia Hills City Council (2010). For our City, this is currently about \$4.5mm debt service. There will not be significant wiggle room in our General Obligation debt service ceiling until about 2034. **In other words, with the City’s desire to keep a solid credit rating, significant additional debt would require an accompanied revenue source or shifting of current financial and budgetary plans to support the additional debt.** Otherwise, the City could take on a few small capital improvement projects, but not many. For further information, see page 1 of the Rice Advisory General Obligation Debt analysis (http://vhal.org/wp-content/uploads/2018/02/D_Rice-Advisory.pdf).

2. If the City were to include an infusion of funds for road resurfacing in the 2018 Capital Plan, how can we operationally ensure that future funding is adequate to keep up with this infrastructure cost?

The assumption behind the bond issue amount and structure of incremental increases in operational funding, is to build a capital plan that allows every road within the City to be resurfaced within 20 years. The plan has been developed with consultation of our City engineering staff. Some roads will require resurfacing in a more frequent fashion and some in a less frequent fashion. **However, with supplemental funds (above the current gas tax) being added incrementally over three years, we can stabilize at a 7+ mile per year resurfacing schedule within our current operational funds.** Exhibit E – Analysis of Future Road Resurfacing Plan demonstrates how the stabilized schedule is projected to be achieved by 2021.

3. Is the New Merkel House included in the 2018 Capital Plan? How much is included, and what does this produce?

TCU has amended their report to include a conclusion statement that given the limited programming completed on a rebuild of the New Merkel House a structure could be built for a budget of \$500k to \$1mm depending upon the scope defined in such programming. (The final report with complete appendix can be accessed in the following link:

<https://www.dropbox.com/s/zidpwqcqym3m3xp/Vestavia%20Hills%201.18.2018%20%282.12.2018%29.pdf?dl=0>)

An example of a possible structure type that can be built in that range of costs has been identified. Note that the structure shown in the report is not the planned replacement structure, but rather an illustration of a comparable building type. We have included this amount in the Council priority listing and corresponding total funding need.

4. Can the City handle the operational costs associated with the proposed new recreational facilities?

It is our intent to issue an RFP for operational management, marketing and program creation in our new facilities. The private operator would generate revenue to offset additional operational costs through new program fees. This would require collaboration with the Park Board, City Council and staff to balance all of these interests.

5. What can the City do to fund future stormwater infrastructure needs in an aged system as described in the strategic planning work session?

The City does not have a dedicated revenue stream to address these needs. We are not alone in this fact. It is a statewide issue. Currently, we utilize capital reserves for emergency infrastructure repairs and the current budget has allocated the largest amount in recent memory to address **known** public repair needs. I suggest that the Council evaluate the use of excess funds from a proposed sales tax increase to address this matter, or do as other cities including Montgomery and Birmingham and institute a stormwater impact fee to create a relatively small stream of income to fund public stormwater management efforts. This could be accomplished through the Storm Water Management Authority (SWMA). Much more conversation is needed on this topic.

EXHIBIT E – Analysis of Future Road Resurfacing Plan

Analysis of Ongoing Road Resurfacing Needs in Vestavia Hills

Total Road Miles with Vestavia Hills City Limits	171 miles
<u>Number of Road Miles subject to JeffCo Thru Rd Agreement</u>	<u>-17 miles</u>
Total Road Miles to be Maintained by the City of VH	154 miles
Annual Number of Roads to Maintain in 20 yr resurfacing plan	7.7 miles
Cost per Road Mile under current three year contract	\$ 110,000.00
Annual Cost of Resurfacing with 20 year plan	\$ 847,000.00
<u>Current gas tax funding dedicated to road resurfacing</u>	<u>\$ (292,000.00)</u>
Annual funding deficit to accomplish 20 year plan	\$ 555,000.00

Capital Funding Plan assuming 20 mile resurfacing catch up w/in proposed bond issue

	Road Miles
FY 2018	
Operating Funds	\$ 292,000.00
Bond Issue	\$ 2,200,000.00
<u>TOTAL</u>	<u>\$ 2,492,000.00</u> 22.65
FY 2019	
Gas Tax	\$ 292,000.00
<u>Additional Funds</u>	<u>\$ 184,000.00</u>
<u>TOTAL</u>	<u>\$ 476,000.00</u> 4.33
FY 2020	
Gas Tax	\$ 292,000.00
<u>Additional Funds</u>	<u>\$ 368,000.00</u>
<u>TOTAL</u>	<u>\$ 660,000.00</u> 6.00
FY 2021	
Gas Tax	\$ 292,000.00
<u>Additional Funds</u>	<u>\$ 552,000.00</u>
<u>TOTAL</u>	<u>\$ 844,000.00</u> 7.67

FY 2022 and Thereafter

Fund Paving at an escalating amount based upon costs of work to be performed
Approximately 7.7 miles per year

History of Road Resurfacing Using Fund 4 and 5 (4 and 5 cent gas tax)

	Actual FY 15	Actual FY 16	Actual FY 17	Budget FY 18
Fund 4	\$ 196,019.00	\$ 212,174.00	\$ 213,906.00	\$ 197,000.00
Fund 5	\$ 108,440.00	\$ 104,407.00	\$ 105,427.00	\$ 95,000.00
<u>Total</u>	<u>\$ 304,459.00</u>	<u>\$ 316,581.00</u>	<u>\$ 319,333.00</u>	<u>\$ 292,000.00</u>

Road Resurfacing Funds- Gas Tax



ORDINANCE NUMBER 2747

**AN ORDINANCE PROVIDING FOR THE LEVY AND
COLLECTION OF CERTAIN PRIVILEGE, LICENSE AND
EXCISE TAXES WITHIN THE CORPORATE LIMITS OF
THE CITY OF VESTAVIA HILLS, ALABAMA**

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

ARTICLE 1

Authority

The City does hereby adopt this Ordinance, and provide for the levy and collection of the within-referenced Privilege, License and Excise Taxes, pursuant to the authority, and in conformity with the purposes, of the "Local Tax Simplification Act of 1998," as amended (codified as Article 3 of Chapter 51 of Title 11 of the Code of Alabama 1975.)

Authorization:

Code of Ala. 1975:

- (a) § 11-51-200
- (b) § 11-51-202(a)
- (c) § 11-51-202(b)
- (d) § 11-51-207

Single Ordinance in Conformity with "Local Tax Simplification Act of 1998" (Act No. 98-192), which provides for "a simplified system of local sales, use, rental and lodgings taxes which may be levied by or for the benefit of municipalities.....in general conformance to the corresponding state levies...."

ARTICLE 2

Definitions

Section 2.01 Definitions of Certain Terms

The following terms shall have the following meanings herein:

City shall mean the City of Vestavia Hills, Alabama.

City Clerk shall mean the City Clerk of the City, and any successor to the duties and functions thereof.

City Council shall mean the governing body of the City.

Code of Ordinances shall mean the Vestavia Hills Code of Ordinances, Republished 2013, as at any time amended, restated, or supplemented.

Effective Date shall mean June 1, 2018.

Fiscal Year shall mean the fiscal year of the City as established from time to time.

Leasing Tax shall mean the leasing and rental tax levied pursuant to Section 5.01.

Lodging Tax shall mean the transient occupancy tax levied pursuant to Section 6.01.

Obligations shall mean any direct, indirect, or contingent pecuniary obligation of the City as evidenced by any agreement, bond, contract, document, note, warrant or other instrument.

Prior Taxes and Fees shall mean collectively the following:

- (a) the privilege, license and excise taxes levied pursuant to Ordinance No. 2317, as codified in Article III of Chapter 16 of the Code of Ordinances;
- (b) the privilege license taxes levied pursuant to Ordinance No. 2316, as codified in Article IV of Chapter 16 of the Code of Ordinances;
- (c) the business license fee and privilege license tax levied pursuant to Section 8-38(7)(d) of Article II of Chapter 8 of the Code of Ordinances (as enacted by Section 23 of Ordinance No. 2315).

<p>Definitions of Corresponding State Laws</p>	<p>Privilege, License and Excise Taxes shall mean, collectively, the following taxes levied by this Ordinance within the corporate limits of the City:</p> <ul style="list-style-type: none">(a) Sales Taxes;(b) Use Taxes;(c) Leasing Tax; and(d) Lodging Tax. <p>Sales and Use Taxes shall mean, collectively, the Sales Taxes and the Use Taxes.</p> <p>Sales Taxes shall mean the sales taxes levied pursuant to Section 4.01.</p> <p>State Leasing Tax Laws shall mean and include Section 40-2A-7, and Article 4 of Chapter 12 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.</p> <p>State Lodging Tax Laws shall mean and include Section 40-2A-7, and Chapter 26 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.</p> <p>State Sales Tax Laws shall mean and include Section 40-2A-7, and Article 1 of Chapter 23 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.</p> <p>State Use Tax Laws shall mean and include Section 40-2A-7, and Article 2 of Chapter 23 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.</p> <p>Use Taxes shall mean the use taxes levied pursuant to Section 4.02.</p>
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<p>Provides for consistent use of terms in Corresponding State Tax Laws</p> <hr/>	<p>Section 2.02 Incorporation of Phrases, Terms and Words</p> <p>All phrases, terms and words used in this Ordinance which are defined or used in any of the following statutes shall have the respective meanings, effect and scope in this Ordinance as in such statutes:</p> <ol style="list-style-type: none">(1) the State Sales Tax Laws; and(2) the State Use Tax Laws; and(3) the State Leasing Tax Laws; and(4) the State Lodging Tax Laws.
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<p>Effective June 1, 2018</p> <hr/>	<p style="text-align: center;">ARTICLE 3</p> <p style="text-align: center;">Effect of Ordinance</p> <p>Section 3.01 Effective Date of Privilege, License and Excise Taxes</p>
<p>(a) Repeal of Prior Taxes</p> <hr/>	<p>The levy and collection of the Privilege, License and Excise Taxes shall become effective and commence on the Effective Date and shall continue thereafter as provided in this Ordinance.</p> <p>Section 3.02 Repeal of Prior Taxes and Fees; Continuation of Accrued Liability Therefor and Pledges Thereof</p> <p>(a) The Prior Taxes and Fees, and the following ordinances and provisions of the Code of Ordinances, shall terminate and become void and of no further force and effect from and after midnight on May 31, 2018:</p>
<p>(b) Continued Liability for Taxes Due under Repealed Ordinances</p> <hr/>	<p>(1) Ordinance No. 2317, as codified in Article III of Chapter 16 of the Code of Ordinances; and</p> <p>(2) Ordinance No. 2316, as codified in Article IV of Chapter 16 of the Code of Ordinances; and</p> <p>(3) Section 8-38(7)(d) of Article II of Chapter 8 of the Code of Ordinances.</p> <p>(b) Anything in this Ordinance to the contrary notwithstanding, the liability or obligation of any person for the payment of any amount of any of the Prior Taxes and Fees, or for the payment of any amount of any forfeiture, interest, or penalty with respect thereto, which shall be outstanding and unpaid on the Effective Date (including without limitation taxes becoming due and payable on June 20, 2018) shall survive termination of the ordinances and provisions of the Code of Ordinances pursuant to Section 3.02(a) and shall remain in full force and effect under all provisions thereof and the City shall have and may exercise for the enforcement thereof all rights and remedies thereunder and available at law or in equity (including without limitation the applicable laws of the State of Alabama providing for the enforcement of the corresponding state taxes).</p>
<p>(c) Continued Effective Pledges of Taxes for Economic Incentives (<u>less</u> Reserves and New \$0.01 Proceeds)</p> <hr/>	<p>(c) Anything in this Ordinance to the contrary notwithstanding, all commitments and pledges of all or any portion of the Prior Taxes and Fees which shall be subject to an agreement made by the City prior to the Effective Date to or for the benefit of any governmental person or nongovernmental person shall be and remain in full force and effect from and after the Effective Date, in accordance with all terms and provisions thereof, solely with respect to the proceeds of the Privilege, License and Excise Taxes described in Section 4.03(b)(3), Section 5.02(b) and Section 6.02(b) of this Ordinance.</p>

<p>Amend Business License for Lodging Facilities from \$4.00/ Room to \$150</p> <hr/>	<p>Section 3.03 Amendment of Code of Ordinances</p> <p>(a) Article III of Chapter 16 of the Code of Ordinances is hereby amended by deletion of said Article III in the entirety thereof and substitution therefor of Article 4, Section 7.02 and Section 7.03 of this Ordinance.</p> <p>(b) Article IV of Chapter 16 of the Code of Ordinances is hereby amended by deletion of said Article IV in the entirety thereof and substitution therefor of Article 5 and Section 7.04 of this Ordinance.</p> <p>(c) From and after May 31, 2018 the business license fee levied by Section 8-38(7)(d) of Article II of Chapter 8 of the Code of Ordinances shall be \$150.00 and in consequence thereof the provisions of said Section 8-38(7)(d) are hereby amended by deletion of said provisions in the entirety thereof and substitution therefor of the amount of "\$150.00."</p>
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ARTICLE 4

Sales and Use Taxes

Provisions:

Code of Ala. 1975

(a) § 40-23-2

(b) § 11-51-201(b)

(c) § 40-23-37

Section 4.01 Levy of Sales Taxes

There is levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amount to be determined by the application of rates against gross sales, or gross receipts, as the case may be, as follows:

(a) (1) Upon every person, firm or corporation (including the State of Alabama, the University of Alabama, Auburn University, and all other institutions of higher learning in the state, whether the institution be denominational, state, county, or municipal institutions, any association or other agency or instrumentality of the institutions), engaged or continuing within the City, in the business of selling at retail any tangible personal property whatsoever, including merchandise and commodities of every kind and character (not including, however, bonds or other evidence of debt or stocks, nor sales of materials and supplies to any person for use in fulfilling a contract for the painting, repair or reconditioning of vessels, barges, ships, other watercraft, and commercial fishing vessels of over five tons load displacement as registered with the U. S. Coast Guard and licensed by the State of Alabama Department of Conservation and Natural Resources), an amount equal to four percent (4%) of the gross proceeds of sales of the business except where a different amount is expressly provided herein. Provided, however, that any person engaging or continuing in business as a retailer and wholesaler or jobber shall pay the tax required on the gross proceeds of retail sales of the business at the rates specified, when his or her books are kept so as to show separately the gross proceeds of sales of each business, and when his or her books are not kept he or she shall pay the tax as a retailer, on the gross sales of the business.

(2) Where any used part including tires of an automotive vehicle or a truck trailer, semitrailer, or house trailer is taken in trade, or in a series of trades, as a credit or part payment on the sale of a new or rebuilt part or tire, the tax levied herein shall be paid on the net difference, that is, the price of the new or used part or tire sold less the credit for the used part or tire taken in trade, provided, however, this provision shall not be construed to include batteries.

(b) Upon every person, firm or corporation engaged or continuing within the City in the business of conducting or operating places of amusement or entertainment, billiard and pool rooms, bowling alleys, amusement devices, musical devices, theaters, opera houses, moving picture shows, vaudevilles, amusement parks, athletic contests, including wrestling matches, prize fights, boxing and wrestling

exhibitions, football and baseball games (excluding, however, athletic contests conducted by or under the auspices of the City Board of Education of the City of Vestavia Hills, but specifically including athletic contests conducted by or under the auspices of any educational institution within this state, or any athletic association thereof, or any other association whether the institution or association be a denominational, a state, or county, or a municipal institution, or association or a state, county or city school, or other institution, association or school), skating rinks, race tracks, golf courses or any other place at which any exhibition, display, amusement or entertainment is offered to the public or place or places where an admission fee is charged, including public bathing places, public dance halls of every kind and description within the City, an amount equal to four percent (4%) of the gross receipts of any such business. Provided, however, notwithstanding any language to the contrary in the prior portion of this subsection, the tax provisions so specified shall not apply to any athletic event conducted by a public or nonpublic primary or secondary school or any athletic event conducted by or under the auspices of the Alabama High School Athletic Association. The tax amount which would have been collected pursuant to this subsection shall continue to be collected by the public or nonpublic primary or secondary school, but shall be retained by the school which collected it and shall be used by the school for school purposes.

(c) Upon every person, firm or corporation engaged or continuing within the City in the business of selling at retail machines used in mining, quarrying, compounding, processing, and manufacturing of tangible personal property an amount equal to one percent (1%) of the gross proceeds of the sale of the machines. The term "machine", as herein used, shall include machinery which is used for mining, quarrying, compounding, processing, or manufacturing tangible personal property, and the parts of the machines, attachments and replacements therefor, which are made or manufactured for use on or in the operation of the machines and which are necessary to the operation of such machines and are customarily so used.

(d) (1) Upon every person, firm or corporation engaged or continuing within the City in the business of selling at retail any automotive vehicle or truck trailer, semitrailer or house trailer, or mobile home set-up materials and supplies including but not limited to steps, blocks, anchoring, cable pipes, and any other materials pertaining thereto an amount equal to one percent (1%) of the gross proceeds of the sale of the automotive vehicle or truck trailer, semitrailer or house trailer, or mobile home set-up materials and supplies; provided, however, where a person subject to the tax provided for in this subsection withdraws from his or her stock in trade any automotive vehicle or truck trailer, semitrailer, or house trailer for use by him or her or by his or her employee or agent in the operation of the business, there shall be paid, in lieu of the tax levied herein, a fee of five dollars (\$5.00) per year or part thereof during which the automotive vehicle, truck trailer, semitrailer or house trailer shall remain the property of the person. Each year or part thereof shall begin with the day or anniversary date, as the case may be, of such withdrawal and shall run for the 12 succeeding months or part thereof during which the automotive vehicle, truck trailer, semitrailer,

or house trailer shall remain the property of the person.

(2) Where any used automotive vehicle or truck trailer, semitrailer, or house trailer is taken in trade or in a series of trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicle sold less the credit for the used vehicle taken in trade.

(3) Sales of automobiles, motorcycles, trucks, truck trailers, or semitrailers, excluding travel trailers or housecars as defined in Section 40-12-240, that will be registered or titled outside Alabama, that are exported or removed from Alabama within 72 hours by the purchaser or his or her agent for first use outside of the State of Alabama are subject to City sales tax in an amount equal to only the City automotive sales tax rate, unless the sales tax laws of the state in which the purchaser will title or register the vehicle allows an Alabama resident to purchase a motor vehicle for first titling and registering in Alabama without the payment of tax to that state. However, in no case shall the amount of Alabama state sales tax due on a motor vehicle that will be registered or titled for use in another state exceed the amount of sales tax that would otherwise have been due in the state where the vehicle will be registered or titled for first use. The tax collected under this export provision shall be City sales tax. Sales of all other vehicles such as mobile homes, motor bikes, all terrain vehicles, and boats do not qualify for the export exemption provision and are taxable unless the dealer can provide factual evidence that the vehicle was delivered outside of Alabama or to a common carrier for transportation outside of Alabama. In order for the sale to be exempt from City tax, the information relative to the exempt sale shall be documented on forms approved by the Revenue Department of the State of Alabama.

(4) Anything in this section to the contrary notwithstanding, the tax provided in Section 4.01(d)(1) on any automotive vehicle, truck trailer, trailer, semitrailer or travel trailer required to be registered or licensed with the Judge of Probate of Jefferson County, Alabama, which is not sold through a licensed Alabama dealer, shall be collected and fees paid in accordance with the provisions of Sections 40-23-104 and 40-23-107, respectively (or any successor provisions of law).

(e) Upon every person, firm or corporation engaged or continuing within the City in the business of selling through coin-operated dispensing machines, food and food products for human consumption, not including beverages other than coffee, milk, milk products, and substitutes therefor, there is levied a tax equal to one percent (1%) of the cost of the food, food products and beverages sold through the machines, which cost for the purposes of this subsection shall be the gross proceeds of sales of the business.

(f) (1) Upon every person, firm or corporation engaged or continuing within the City in the business of selling at retail any machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock or poultry on farms, and the parts of such machines, machinery or equipment, attachments and replacements therefor which are made or manufactured for use on or in the operation of such machine, machinery or equipment, and which are necessary to and customarily used in the operation of such machine, machinery or equipment, an amount equal to one percent (1%) of the gross proceeds of the sale thereof; provided, the one percent rate herein prescribed with respect to parts, attachments and replacements shall not apply to any automotive vehicle or trailer designed primarily for public highway use, except farm trailers used primarily in the production and harvesting of agricultural commodities.

(2) Where any used machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock and poultry on farms is taken in trade or in a series of trades as a credit or part payment on a sale of a new or used, machine, machinery or equipment, the tax levied herein shall be paid on the net difference, that is, the price of the new or used machine, machinery or equipment sold, less the credit for the used machine, machinery or equipment taken in trade.

<p>Provisions:</p> <p>Code of Ala. 1975</p> <p>(a) § 40-23-61</p> <p>(b) § 11-51-203(b)</p> <p>(c) § 40-23-63</p>	<p>Section 4.02 Levy of Use Taxes</p> <p>(a) An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property, not including, however, materials and supplies bought for use in fulfilling a contract for the painting, repairing, or reconditioning of vessels, barges, ships, other watercraft and commercial fishing vessels of over five tons load displacement as registered with the U. S. Coast Guard and licensed by the State of Alabama Department of Conservation and Natural Resources, purchased at retail on or after the effective date of this Ordinance for storage, use or other consumption in the City at the rate of four percent (4%) of the sales price of such property or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his or her records prove that his or her following said brackets resulted in a net undercollection of tax for the month, he or she may report the tax due or tax collected, whichever is less, except as provided in this Section 4.02.</p> <p>(b) An excise tax is hereby imposed on the storage, use or other consumption in the City of any machines used in mining, quarrying, compounding, processing and manufacturing of tangible property, purchased at retail on or after the effective date of this Ordinance at the rate equal to one percent (1%) of the sales price of any such machine or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his or her records prove that his or her following said brackets resulted in a net undercollection of tax for the month, he or she may report the tax due or tax collected, whichever is less; except as provided in this Section 4.02; provided that the term "machine," as herein used, shall include machinery which is used for mining, quarrying, compounding, processing or manufacturing tangible personal property, and the parts of such machines, attachments and replacements therefor, which are made or manufactured for use on or in the operation of such machines and which are necessary to the operation of such machines and are customarily so used.</p> <p>(c) (1) An excise tax is hereby imposed on the storage, use or other consumption in the City of any automotive vehicle or truck trailer, semitrailer or house trailer, and mobile home set-up materials and supplies including but not limited to steps, blocks, anchoring, cable pipes and any other materials pertaining thereto, purchased at retail on or after the effective date of this Ordinance for storage, use or other consumption in the City at the rate of one percent (1%) of the sales price of such automotive vehicle, truck trailer, semitrailer or house trailer, or mobile home set-up materials and supplies as specified above, or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his or her records prove that his or her following said brackets resulted in a net undercollection of tax for the month, he or she may report the tax due or tax collected, whichever is less, except as provided in this Section 4.02. Where any used automotive vehicle, truck trailer, semitrailer or house trailer is taken in trade, or in a series of</p>
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trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicle sold less the credit for the used vehicle taken in trade.

(2) Anything in this section to the contrary notwithstanding, the tax provided in Section 4.02(c)(1) on any automotive vehicle, truck trailer, semi-trailer or travel trailer required to be registered or licensed with the Judge of Probate of Jefferson County, Alabama, which were sold by dealers that are not licensed in Alabama, or were sold by licensed Alabama dealers who failed to collect municipal sales taxes at the point of sale, shall be collected and fees paid in accordance with the provisions of Sections 40-23-104 and 40-23-107, respectively (or any successor provisions of law).

(d) Every person storing, using or otherwise consuming in the City tangible personal property purchased at retail shall be liable for the tax imposed by this Section, and the liability shall not be extinguished until the tax shall have been paid to the City; provided, that receipt from a retailer maintaining a place of business in the City or a retailer authorized by the Alabama Department of Revenue, under such rules and regulations as it may prescribe, to collect the tax imposed hereby and who shall for the purpose of this Section be regarded as a retailer maintaining a place of business in the City, given to the purchaser in accordance with the provisions of the State Use Tax Statutes, shall be sufficient to relieve the purchaser from further liability for the tax to which such receipt may refer.

(e) An excise tax is hereby imposed on the classes of tangible personal property, and at the rates imposed on such classes, specified in subsections (a), (b), and (c) of this Section, on the storage, use or other consumption in the performance of a contract in the City of any such tangible personal property, new or used, the tax to be measured by the sales price or the fair and reasonable market value of such tangible personal property when put into use in the City, whichever is less; provided, that the tax imposed by this subsection shall not apply where the taxes imposed by subsection (a), (b), or (c) of this Section apply.

(f) An excise tax is hereby imposed on the storage, use or other consumption in the City of any machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock or poultry, or farms, and the parts of such machines, machinery or equipment, attachments and replacements therefor which are made or manufactured for use on or in the operation of such machine, machinery or equipment, and which are necessary to and customarily used in the operation of such machine, machinery or equipment, which is purchased at retail after June 1, 2018, for storage, use or other consumption in the City, at the rate of one percent (1%) of the sales price of such property or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his records prove that his following said brackets resulted in a net undercollection of tax for the month, he may report the tax due or tax collected whichever is less, regardless of whether the retailer is or is not engaged in business in the City; provided, that the one percent rate herein

	<p>prescribed with respect to parts, attachments and replacements shall not apply to any automotive vehicle or trailer designed primarily for public highway use except farm trailers used primarily in the production and harvesting of agricultural commodities.</p>
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Section 4.03 Use of Proceeds of Sales and Use Taxes

(a) Definitions. For purposes of this Section the following terms shall have the following meanings:

Available Sales and Use Tax Proceeds means and includes, collectively, (i) the Capital Project and School Allocation and (ii) the General Purpose Allocation.

Capital Project means any property (real, personal or mixed) the cost of which is properly chargeable to capital account under federal income tax principles.

Capital Project and School Allocation shall have the meaning in Section 4.03(b)(2).

General Purpose Allocation shall have the meaning in Section 4.03(b)(3).

Net Sales and Use Tax Proceeds means the proceeds of the Sales and Use Taxes received by the City in each Fiscal Year after deduction or payment therefrom of all costs of collection thereof.

Reserve Allocation shall have the meaning in Section 4.03(b)(1).

Surplus Available Sales and Use Tax Proceeds means the aggregate amount of the Available Sales and Use Tax Proceeds remaining in each Fiscal Year after payment, or provision for payment, shall have been made from any funds or revenues of the City (including without limitation the Available Sales and Use Tax Proceeds) lawfully available therefor of all amounts of principal of, premium (if any) and interest on all of the following Obligations becoming due and payable in such Fiscal Year:

(1) all Obligations which are general obligations of the City payable from and secured by a pledge of the full faith, credit and taxing power of the City, without regard to whether any of such Obligations are, in whole or in part, also payable from, or secured by a pledge of, any other source of funds or revenues of the City; and

(2) all Obligations which are, in whole or in part, payable from and secured by a pledge of the Available Sales and Use Tax Proceeds, without regard to whether any of such Obligations are, in whole or in part, general obligations of the City or also payable from, or secured by a pledge of, any other source of funds or revenues of the City.

<p>Proceeds of Sales and Use Taxes:</p>	<p>(b) <u>Allocations and Uses.</u> The City shall apply the Net Sales and Use Tax Proceeds, when and as received, for the following purposes and in the following order:</p>
<p>(b)(1) Original Reserve</p> <hr/>	<p>(1) 6.250% of the Net Sales and Use Tax Proceeds (the "<u>Reserve Allocation</u>")⁽¹⁾ shall be allocated and applied by the City as follows:</p>
	<p>(i) 1.875% shall be held in reserve for the sole benefit of the City Board of Education of the City of Vestavia Hills, Alabama; and</p> <p>(ii) 4.375% shall be held in reserve by the City for Capital Projects.</p>
<p>(b)(2) New \$0.01 proceeds for Capital Projects, Schools, Lawful Purposes</p> <hr/>	<p>(2) 25.000% of the Net Sales and Use Tax Proceeds (the "<u>Capital Project and School Allocation</u>") shall be allocated and applied as follows:</p>
	<p>(i) first, for the payment, or the provision for payment, in each Fiscal Year of all amounts of principal of, premium (if any) and interest on Obligations incurred to finance or refinance Capital Projects becoming due and payable in such Fiscal Year;</p> <p>(ii) second, for the payment of the costs of Capital Projects in such Fiscal Year; and</p> <p>(iii) third, for public school purposes or such other lawful purposes as needed, as directed by the City Council, to the extent of the amount, if any, of the Capital Project and School Allocation remaining in such Fiscal Year after application for the foregoing purposes thereof.</p>
<p>(b)(3) General Fund</p> <hr/>	<p>(3) 68.750% of the Net Sales and Use Tax Proceeds (the "<u>General Purposes Allocation</u>") shall be allocated and applied for any lawful purpose as directed by the City Council, including without limitation the payment, or the provision for payment, in each Fiscal Year of the principal of, premium (if any) and interest on any Obligations becoming due and payable in such Fiscal Year.</p>
	<hr/> <p>⁽¹⁾ The Reserve Allocation of 6.250% of Net Sales and Use Tax Proceeds equals 1/12th of 3/4ths of the Net Sales and Use Tax Proceeds, being in effect 1/12th of three cents (\$0.03) (the previous sales and use tax rate in effect under Ordinance No. 2317), and is used in the following percentages:</p> <p>(i) 30% of the Reserve Allocation (being 1.875% of Net Sales and Use Tax Proceeds) for the City Board of Education of the City of Vestavia Hills, Alabama; and</p> <p>(ii) 70% of the Reserve Allocation (being 4.375% of Net Sales and Use Tax Proceeds) for Capital Projects of the City.</p>

<p>(c) Authority to Pledge All Proceeds but Reserve; Retain Surplus Proceeds</p> <hr/>	<p>(c) <u>Pledge</u>. The City may, pursuant to the applicable laws of the State of Alabama, pledge all, or any portion, of the Available Sales and Use Tax Proceeds for the benefit of any Obligations, subject to and in accordance with the following:</p> <p>(1) the City shall not pledge any amount of the Available Sales and Use Tax Proceeds that is allocable to the levy and collection of the Sales and Use Taxes outside the corporate limits of the City; and</p> <p>(2) the City reserves the right to apply, dedicate and use for any lawful purpose, as directed by the City Council, all Surplus Available Sales and Use Tax Proceeds in any Fiscal Year without regard to any pledge of the Available Sales and Use Tax Proceeds that shall then be in force and effect with respect to any Obligations.</p>
<p>(d) Reserved Right to Amend</p> <hr/>	<p>(d) <u>Amendment</u>. The City reserves the right to make such amendments to this Section to provide for (1) a change in the then effective percentage allocation of the use of any of the Net Sales and Use Tax Proceeds or (2) the use of any portion of the Available Sales and Use Tax Proceeds for any particular purpose for which provision is not then made in this Section or in any amendment hereof, provided that prior thereto the City shall obtain an opinion of counsel with experience in the matters to be covered by such opinion that the use of Available Sales and Use Tax Proceeds for such purpose (i) is authorized by the applicable laws of the State of Alabama, (ii) is subject to, and will not adversely affect or impair, any pledge thereof for the benefit of any Obligations, and (iii) will not cause interest on any Obligations to be or become includable in (if then excludable from) the gross income of the owners of such Obligations for purposes of federal income taxation.</p>

ARTICLE 5

Leasing Taxes

Section 5.01 Levy of Leasing Taxes

In addition to all other taxes now imposed by law, there is hereby levied and shall be collected as herein provided a privilege or license tax on each person engaging or continuing within the City in the business of leasing or renting tangible personal property at the rate of four percent (4%) of the gross proceeds derived by the lessor from the lease or rental of tangible personal property; provided, that the said privilege or license tax on each person engaging or continuing within the City in the business of leasing or renting any automotive vehicle or truck trailer, semitrailer or house trailer shall be at the rate of one percent (1%) of the gross proceeds derived by the lessor from the lease or rental of such automotive vehicle or truck trailer, semi-trailer or house trailer; provided, further, that the tax levied by this section shall not apply to any leasing or rental, as lessor, by the state, or any municipality or county in the state, or any public corporation organized under the laws of the state; provided further, that the privilege or license tax on each person or firm engaging or continuing within this state in the business of the leasing and rental of linens and garments shall be at the rate of two percent (2%) of the gross proceeds derived by the lessor from the lease or rental of such linens and garments.

Provisions:

Code of Ala. 1975:

§ 40-12-222

<p>Same as Sales and Use Tax</p> <hr/>	<p>Section 5.02 Use of Proceeds of Leasing Tax</p> <p>(a) <u>Definitions.</u> For purposes of this Section the following terms shall have the following meanings:</p> <p>Net Leasing Tax Proceeds means the proceeds of the Leasing Tax received by the City in each Fiscal Year after deduction or payment therefrom of all costs of collection thereof.</p> <p>Surplus Net Leasing Tax Proceeds means the aggregate amount of the Net Leasing Tax Proceeds remaining in each Fiscal Year after payment, or provision for payment, shall have been made from any funds or revenues of the City (including without limitation the Net Leasing Tax Proceeds) lawfully available therefor of all amounts of principal of, premium (if any) and interest on all of the following Obligations becoming due and payable in such Fiscal Year:</p> <p>(1) all Obligations which are general obligations of the City payable from and secured by a pledge of the full faith, credit and taxing power of the City, without regard to whether any of such Obligations are, in whole or in part, also payable from, or secured by a pledge of, any other source of funds or revenues of the City; and</p> <p>(2) all Obligations which are, in whole or in part, payable from and secured by a pledge of the Net Leasing Tax Proceeds, without regard to whether any of such Obligations are, in whole or in part, general obligations of the City or also payable from, or secured by a pledge of, any other source of funds or revenues of the City.</p> <p>(b) <u>Uses.</u> The Net Leasing Tax Proceeds shall be allocated and applied for any lawful purpose as directed by the City Council, including without limitation the payment, or the provision for payment, in each Fiscal Year of the principal of, premium (if any) and interest on any Obligations becoming due and payable in such Fiscal Year.</p> <p>(c) <u>Pledge.</u> The City may, pursuant to the applicable laws of the State of Alabama, pledge all, or any portion, of the Net Leasing Tax Proceeds for the benefit of any Obligations, subject to and in accordance with the following:</p> <p>(1) the City shall not pledge any amount of the Net Leasing Tax Proceeds that is allocable to the levy and collection of the Leasing Tax outside the corporate limits of the City; and</p> <p>(2) the City reserves the right to apply, dedicate and use for any lawful purpose, as directed by the City Council, all Surplus Net Leasing Tax Proceeds in any Fiscal Year without regard to any pledge of the Net Leasing Tax Proceeds that shall then be in force and effect with respect to any Obligations.</p>
<p>(b) Any Lawful Purpose</p> <hr/>	
<p>(c) Same as Sales and use Taxes</p> <hr/>	

<p>(d) Same as Sales and use Taxes</p> <hr/>	<p>(d) <u>Amendment.</u> The City reserves the right to make such amendments to this Section to provide for the use of any portion of the Net Leasing Tax Proceeds for any particular purpose for which provision is not then made in this Section or in any amendment hereof, provided that prior thereto the City shall obtain an opinion of counsel with experience in the matters to be covered by such opinion that the use of Net Leasing Tax Proceeds for such purpose (i) is authorized by the applicable laws of the State of Alabama, (ii) is subject to, and will not adversely affect or impair, any pledge thereof for the benefit of any Obligations, and (iii) will not cause interest on any Obligations to be or become includable in (if then excludable from) the gross income of the owners of such Obligations for purposes of federal income taxation.</p>
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<p>Provisions: Code of Ala. 1975: § 40-26-1</p> <hr/>	<p style="text-align: center;">ARTICLE 6</p> <p style="text-align: center;">Lodging Taxes</p> <p>Section 6.01 Levy of Lodging Taxes</p> <p>(a) There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging within the City in the business of renting or furnishing any room or rooms, lodgings or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of six percent (6%) of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. There is exempted from the tax levied under this section any rentals or services taxed under Section 4.01 of this Ordinance.</p> <p>(b) The tax levied in Section 6.01(a) shall not apply to rooms, lodgings, or accommodations supplied: (i) for a period of 180 continuous days or more in any place; (ii) by camps, conference centers, or similar facilities operated by nonprofit organizations primarily for the benefit of, and in connection with, recreational or educational programs for children, students, or members or guests of other nonprofit organizations during any calendar year; or (iii) by privately operated camps, conference centers, or similar facilities that provide lodging and recreational or educational programs exclusively for the benefit of children, students or members or guests of nonprofit organizations during any calendar year.</p>
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Section 6.02 Use of Proceeds of Lodging Tax

(a) Definitions. For purposes of this Section the following terms shall have the following meanings:

Net Lodging Tax Proceeds means the proceeds of the Lodging Tax received by the City in each Fiscal Year after deduction or payment therefrom of all costs of collection thereof.

Surplus Net Lodging Tax Proceeds means the aggregate amount of the Net Lodging Tax Proceeds remaining in each Fiscal Year after payment, or provision for payment, shall have been made from any funds or revenues of the City (including without limitation the Net Lodging Tax Proceeds) lawfully available therefor of all amounts of principal of, premium (if any) and interest on all of the following Obligations becoming due and payable in such Fiscal Year:

(1) all Obligations which are general obligations of the City payable from and secured by a pledge of the full faith, credit and taxing power of the City, without regard to whether any of such Obligations are, in whole or in part, also payable from, or secured by a pledge of, any other source of funds or revenues of the City; and

(2) all Obligations which are, in whole or in part, payable from and secured by a pledge of the Net Lodging Tax Proceeds, without regard to whether any of such Obligations are, in whole or in part, general obligations of the City or also payable from, or secured by a pledge of, any other source of funds or revenues of the City.

(b) Uses. The Net Lodging Tax Proceeds shall be allocated and applied for any lawful purpose as directed by the City Council, including without limitation the payment, or the provision for payment, in each Fiscal Year of the principal of, premium (if any) and interest on any Obligations becoming due and payable in such Fiscal Year.

(c) Pledge. The City may, pursuant to the applicable laws of the State of Alabama, pledge all, or any portion, of the Net Lodging Tax Proceeds for the benefit of any Obligations, subject to and in accordance with the following:

(1) the City shall not pledge any amount of the Net Lodging Tax Proceeds that is allocable to the levy and collection of the Lodging Tax outside the corporate limits of the City; and

(2) the City reserves the right to apply, dedicate and use for any lawful purpose, as directed by the City Council, all Surplus Net Lodging Tax Proceeds in any Fiscal Year without regard to any pledge of the Net Lodging Tax Proceeds that shall then be in force and effect with respect to any Obligations.

(b) Any Lawful Purpose

(c) Same as Sales and Use Taxes

<p>(d) Same as Sales and Use Taxes</p> <hr/>	<p>(d) <u>Amendment.</u> The City reserves the right to make such amendments to this Section to provide for the use of any portion of the Net Lodging Tax Proceeds for any particular purpose for which provision is not then made in this Section or in any amendment hereof, provided that prior thereto the City shall obtain an opinion of counsel with experience in the matters to be covered by such opinion that the use of Net Lodging Tax Proceeds for such purpose (i) is authorized by the applicable laws of the State of Alabama, (ii) is subject to, and will not adversely affect or impair, any pledge thereof for the benefit of any Obligations, and (iii) will not cause interest on any Obligations to be or become includable in (if then excludable from) the gross income of the owners of such Obligations for purposes of federal income taxation.</p>
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<p>Applicable State Laws Replace Original VH Admin. Provisions:</p>	ARTICLE 7
<p>§ 2 of Act 98-192</p>	Operation of Ordinance
<p>§ 11-51-200</p> <hr/>	Section 7.01 Collection of Privilege, License and Excise Taxes
<p>Collection Options</p> <hr/>	<p>The City may provide, from time to time, by ordinance or resolution, for the collection of the Privilege, License and Excise Taxes, or any one or more thereof, by the City, or by the Alabama Department of Revenue, or by a private auditing and collecting firm (as defined in Section 40-23-3(17) of the Code of Alabama 1975 or any successor provision of law).</p>
<p>Incorporation of State Sales Tax Laws:</p>	Section 7.02 Applicability and Incorporation of State Sales Tax Laws
<p>§ 11-51-201(a)</p> <hr/>	<p>(a) (1) The City shall administer and enforce the levy and collection of the Sales Taxes in accordance with the applicable provisions of the State Sales Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.</p>
<p>Incorporation of State Use Tax Laws:</p>	<p>(2) Therefore, the Sales Taxes shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State Sales Tax Laws for the corresponding state tax levied thereunder.</p>
<p>§ 11-51-203(a)</p> <hr/>	<p>(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Sales Tax Laws that are hereby made applicable to the Sales Taxes by this reference thereto as if set out in full herein.</p>
<p>Incorporation of State Use Tax Laws:</p>	Section 7.03 Applicability and Incorporation of State Use Tax Laws
<p>§ 11-51-203(a)</p> <hr/>	<p>(a) (1) The City shall administer and enforce the levy and collection of the Use Taxes in accordance with the applicable provisions of the State Use Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.</p>
<p>§ 11-51-203(a)</p> <hr/>	<p>(2) Therefore, the Use Taxes shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State</p>

<p>Incorporation of State Leasing Tax Laws:</p> <p>§ 11-51-207(b)</p> <hr/>	<p>Use Tax Laws for the corresponding state tax levied thereunder.</p> <p>(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Use Tax Laws that are hereby made applicable to the Use Taxes by this reference thereto as if set out in full herein.</p> <p>Section 7.04 Applicability and Incorporation of State Leasing Tax Laws</p> <p>(a) (1) The City shall administer and enforce the levy and collection of the Leasing Tax in accordance with the applicable provisions of the State Leasing Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.</p> <p>(2) Therefore, the Leasing Tax shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State Leasing Tax Laws for the corresponding state tax levied thereunder.</p> <p>(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Leasing Tax Laws that are hereby made applicable to the Leasing Tax by this reference thereto as if set out in full herein.</p>
<p>Incorporation of State Lodging Tax Laws:</p> <p>§ 11-51-203(a)</p> <hr/>	<p>Section 7.05 Applicability and Incorporation of State Lodging Tax Laws</p> <p>(a) (1) The City shall administer and enforce the levy and collection of the Lodging Tax in accordance with the applicable provisions of the State Lodging Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.</p> <p>(2) Therefore, the Lodging Tax shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State Lodging Tax Laws for the corresponding state tax levied thereunder.</p> <p>(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Lodging Tax Laws that are hereby made applicable to the Lodging Tax by this reference thereto as if set out in full herein.</p>

<p>Included for Self-Administered City under:</p> <p>§ 11-51-208(f)</p> <hr/> <p>Original Vestavia Hills Provision</p> <hr/>	<p>Section 7.06 Interest on Tax Delinquency; Refund</p> <p>To the extent permitted by law (including without limitation Section 11-51-208(f) of the Code of Alabama 1975), the City shall:</p> <p>(a) assess interest on any amount of the Privilege, License and Excise Taxes which shall not be paid when due at the applicable interest rate determined and adjusted from time to time by the Alabama Department of Revenue in accordance with Section 40-1-44 of the Code of Alabama 1975 (or any successor provision of law) from the date such amount became due until paid in full, which assessment of interest shall be made by the City in accordance with Section 40-23-2.1 of the Code of Alabama 1975 (or any successor provision of law) and shall be due and payable in arrears on such dates as shall be determined by the City; and</p> <p>(b) pay interest, at the same rate charged by the City on tax delinquencies, on any refund of taxes erroneously paid (within the meaning of Section 11-51-208(f) of the Code of Alabama 1975.</p> <p>Section 7.07 Discount for Prompt Payment</p> <p>A discount equal to five percent (5%) of the first one hundred dollars (\$100) of each monthly installment of the taxes herein levied and two percent (2%) of that portion of each monthly installment of the said taxes in excess of one hundred dollars (\$100), but not to exceed a maximum discount of four hundred dollars (\$400.00) per month to each taxpayer, shall be allowed to each taxpayer on the filing of the monthly report with respect to such taxes, upon payment of the amount of such monthly installment (minus said discount) at or prior to the time when such installment is required herein to be paid. If the report is not filed and payment is not made within the time provided with respect to any monthly installment of the tax herein levied, the taxpayer shall not be entitled to the said discount with respect to that monthly installment but shall pay the full amount of the tax then due, together with the applicable interest provided in Section 7.06 hereof.</p>
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ARTICLE 8

Privilege, License and Excise Taxes Cumulative

The Privilege, License and Excise Taxes are cumulative with, and in addition to, any and all licenses and taxes now or hereafter authorized to be levied and collected, or levied and collected, by the City.

ARTICLE 9

Provisions of General Application

Section 9.01 Authorization of Officers

The Mayor, City Manager, Finance Director, and City Clerk of the City are hereby authorized and directed to take all such actions, and execute, deliver, file and record such documents, instruments, notices, and proceedings, as shall be necessary, desirable, or required by applicable law or governmental authority, to carry out and effect the provisions of this Ordinance and provide for the levy and collection of the Privilege, License and Excise Taxes as provided in this Ordinance.

Section 9.02 Severability

If any provision or term of this Ordinance shall be inoperative or unenforceable, in general or as applied in any particular case, such provision or term shall thereupon be ineffective therefor and all other provisions and terms of this Ordinance shall be and remain valid, enforceable, and in full force and effect without regard to such inoperative or unenforceable provision or term.

Section 9.03 Construction with Other Proceedings

In addition to the provisions of Section 3.02(a) hereof, any order, ordinance, resolution, or other proceeding of the City in conflict or inconsistent with any provision of this Ordinance, is hereby, to the extent of such conflict or inconsistency, repealed.

Section 9.04 Effectiveness of Ordinance

This Ordinance shall take effect upon adoption hereof and publication as required by law.

Coordination with other Licenses and Taxes

General Authorization to Officers

Standard in Laws and Ordinances

Avoid Conflict with other City Proceedings

Ordinance effective now; Taxes effective June 1, 2018

* * * * *

Duly Passed and Adopted this ____ day of _____, 2018.

Mayor

SEAL

City Clerk

CERTIFICATE OF PUBLICATION

The undersigned City Clerk of the City of Vestavia Hills, Alabama, hereby certifies that the above and foregoing Ordinance No. 2747 was published by me in *The Birmingham News*, a newspaper published in Jefferson County, Alabama, and of general circulation in the City of Vestavia Hills, Alabama, in the issue thereof published on _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Vestavia Hills, Alabama, on this _____ day of _____, 2018.

City Clerk

SEAL

March 19, 2018

Comparison of Use of Proceeds by Dollar Amounts by Purpose:

- (a) \$0.03 Sales / Use Tax
 - (b) \$0.04 Sales / Use Tax
-

I. General

Assume each \$0.01 of sales / use tax levied within the corporate limits of the City of Vestavia Hills, Alabama, produces \$100.00 in net proceeds (after deduction of costs of collection) to the City in a fiscal year.

Thus assume:

- (a) FY total net proceeds of \$0.03 Sales / Use Tax = \$300.00; and
- (b) FY total net proceeds of \$0.04 Sales / Use Tax = \$400.00.

II. Use of Proceeds of \$0.03 Sales / Use Tax

<u>Purpose</u>	<u>Allocation Percentage</u>	<u>FY Total Net Proceeds</u>	<u>Allocated Amount</u>
Reserve for BOE	0.0250 ^[1]	\$300.00	\$7.50
Reserve for Capital Projects	0.0584 ^[2]	300.00	17.50
General Fund	<u>0.9166^[3]</u>	300.00	<u>275.00</u>
TOTAL	1.0000		<u>\$300.00</u>

[1] 30% of 1/12th.

[2] 70% of 1/12th, subject to rounding.

[3] Subject to rounding.

III. Use of Proceeds of \$0.04 Sales / Use Tax

<u>Purpose</u>	<u>Allocation Percentage</u>	<u>FY Total Net Proceeds</u>	<u>Allocated Amount</u>
Reserve for BOE	0.01875 ^[1]	\$400.00	\$7.50
Reserve for Capital Projects	0.04375 ^[2]	400.00	17.50
\$0.01 Increase for Capital Projects/ Schools	0.25000	400.00	100.00
General Fund	<u>0.68750</u>	400.00	<u>275.00</u>
TOTAL	1.0000		<u>\$400.00</u>

[1] 30% of 1/12th of 3/4 (¾ represents the original three-cent portion of a four-cent tax rate).

[2] 70% of 1/12th of 3/4.

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MARCH 22, 2018

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, rescheduled from March 26, 2018, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Paul Head, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Melvin Turner, Finance Director
George Sawaya, Asst. Treasurer
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Keith Blanton, Building Official
Cinnamon McCulley, Communications Specialist

David Phillips, Deacon, Shades Mountain Baptist Church, and Chaplain for the City of Vestavia Hills, provided the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mrs. Cook announced that the Vestavia Hills City Council is currently accepting applications for an upcoming vacancy on the Board of Education. She indicated that an applicant should understand the expectations of the position before applying by reviewing the information found in the application packet and tuning into videos of the meetings found on the Board's website. She encouraged anyone interested to apply and asked candidates to think carefully about whether they have the available to time to serve, as meeting attendance is critical. The City will accept applications until 5 PM, April 9, 2018. The Council has scheduled April 12 and 17 for personal interviews. She stated that interview times will be given out as applications are received in the City Clerk's office.

The Council will vote on April 23 at the regular meeting and the member will begin serving at the first regular board meeting in the month of June.

- Mr. Pierce welcomed Vestavia Hills Chamber of Commerce Chairman Doug Dean, Chamber President Karen Odle, and Chamber Board Member Alison Howell.

PROCLAMATION – AUTISM AWARENESS MONTH

The Mayor presented a Proclamation designating the month of April 2018 as “Autism Awareness Month.” Mr. Downes read the Proclamation and the Mayor presented it to representatives from the Alpha Xi Delta Chapter at UAB: Ivy Null, Philanthropy Vice-President, Shayla Holman, Light Up Blue Chairperson and Tasnim Begum.

Ms. Holman explained the purpose of their “Autism Speaks” organization and the funds needed in order to help individuals with Autism.

PROCLAMATION – DAY OF PRAYER AND THANKSGIVING

The Mayor presented a Proclamation designating April 24, 2018, as a “Day of Prayer and Thanksgiving.” Mr. Downes read the Proclamation and the Mayor presented it to Karen Odle, President of the Chamber of Commerce, and Doug Dean, Chamber of Commerce Board Chairman.

The Mayor thanked the Chamber of Commerce for hosting this annual event. Mrs. Odle stated that this event is very inspirational every year and, this year, Christian Cooper will be the keynote speaker.

CITY MANAGER’S REPORT

- Mr. Downes updated the Council on the Liberty Park Cooperative District, which is an organization, funded by multiple entities, to build additional road infrastructure in Liberty Park to accommodate the traffic caused by growth and development within Liberty Park. All jurisdictions are now committed to the funding, including, Birmingham, Jefferson County and Vestavia Hills. The bids should begin to start development soon.
- In the reorganization of Municipal Court, the City has retained a great candidate take the Municipal Court Administrator job. He is currently the protégé of Ms. Susan Fuqua, Hoover Municipal Court, and he has accepted the job for the City. He has a law degree, an accounting degree and is on the cutting edge in technology. His name is Umang Patel and will begin employment on April 23.

COUNCILOR REPORTS

- Mrs. Cook reported that she attended a Board of Education meeting that lasted only 15 minutes and that the new Superintendent presided over his first meeting
- Mr. Pierce stated that he attended the Chamber board meeting. He stated that the Chamber is very active in the Community and will be hosting the Prayer Breakfast in April.
- The Mayor announced Senior Citizens Day on August 21. He stated that, last year, Kay Ivey was the guest of honor. This year they hope to have Eli Gold.
- Mr. Weaver stated that varsity football Senior Night is being held tonight at the Vestavia Hills High School.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for the month of February 2018. He read and explained the balances.

APPROVAL OF MINUTES

None.

OLD BUSINESS

RESOLUTION NUMBER 5030

Resolution Number 5030 – A Resolution Authorizing The City Manager To Execute And Deliver And Agreement With Regional Jefferson County And Appropriating \$3,600 For Maintenance Of Outdoor Warning Sirens In The City Of Vestavia Hills (*public hearing*)

MOTION Motion to approve Resolution Number 5030 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes explained that this is a request from Jefferson County EMA for cities to pay an annual maintenance fee per siren for the tornado warning siren system. Since the City has nine sirens, this equates to \$3,600. Jefferson County has pledged \$100,000 to repair the area sirens and bring them up-to-date before this partnership begins.

Mr. Pierce asked if this was paid last year.

Mr. Downes stated this is a new expense and will be anticipated in the future.

Discussion ensued as to the monitoring of the sirens, analyzation and maintenance, etc.

The Mayor opened the floor for a public hearing.

David, Harwell, 1803 Catala Road, asked if this is \$3,600 per year and if it is renewed annually, what would keep the price from rising?

Mr. Downes stated that this is an agreement for funding for a year but he sees it continuing in future years to ensure these are maintained.

Discussion ensued as to whether Jefferson County could increase the prices over the years.

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

Mrs. Cook – yes
Mr. Weaver – yes

Mr. Pierce – yes
Mayor Curry – yes
Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 5028

Resolution Number 5028 – Alcohol License - Walgreen Co. D/B/A Rite Aid 07379, Located At 708 Montgomery Hwy, Vestavia Hills, Alabama, For The Sale Of 050 - Retail Beer (Off-Premises Only) And 070 - Retail Table Wine (Off-Premises Only); Amelia D. Legutki, Richard M. Ashworth And Collin G. Smyser, Executives (public hearing)

MOTION Motion to approve Resolution Number 5028 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes explained that this request was postponed from the previous meeting in order to have a representative present.

John Millage, James Pittman and Associates, stated that this is a license transfer from Rite Aid to Walgreens due to the purchase and consolidation of the companies.

Mr. Pierce asked about the training of employees concerning the sale of alcohol.

Mr. Millage stated that they follow all of the ABC programs and only allow employees over 21 to sell alcohol.

Jared Henderson, Rite Aid/Walgreens, was also present in regard to this request. He stated that the employees have to complete computer training on the first day of employment which is followed with more training over the first 30 days. Employees are required to complete refresher courses ongoing through years of employment.

Mrs. Cook asked about the transition and the existing employees being trained.

Mr. Millage explained they would complete the same type of training.

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. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5029

Resolution Number 5029 – Alcohol License - Walgreen Co. D/B/A Rite Aid 07024, Located At 3965 Crosshaven Drive, Vestavia Hills, Alabama, For The Sale Of 050 - Retail Beer (Off-Premises Only) And 070 - Retail Table Wine (Off-Premises Only); Amelia D. Legutki, Richard M. Ashworth And Collin G. Smyser, Executives (*public hearing*)

MOTION Motion to approve Resolution Number 5029 was made by Mrs. Cook and second was by Mr. Weaver.

Mr. Downes explained that this request was postponed from the previous meeting in order to have a representative present as it was in the previous request.

Mr. Pierce stated that he wishes all companies used the level of training as these applicants.

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. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5032

Resolution Number 5032 - Alcohol License – Menu Box 2 LLC D/B/A Blackwells Neighborhood Pub; For The Sale Of 020 – Restaurant Retail Liquor; Patrick Decker, Executive (*public hearing*)

MOTION Motion to approve Resolution Number 5029 was made by Mrs. Cook and second was by Mr. Weaver.

Patrick Decker was present in regard to this request. He explained that this is a transfer for the license for new ownership located in Cahaba Heights.

Mr. Pierce asked about employee training.

Mr. Decker stated all employees will go through the responsible vendor training and they won't hire anyone under age 21.

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. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5033

Resolution Number 5033 – A Resolution (1) Approving The Legislative Determinations Of The City Council Of The City Of Vestavia Hills, Alabama, Of The Present And Future Needs For Capital Facilities Of The City And The Appropriate Revenue Base Of The City Therefor And (2) Proposing Ordinance No. 2747 To Provide Therefor

MOTION Motion to approve Resolution Number 5029 was made by Mr. Pierce and second was by Mr. Weaver.

The Mayor stated that this Resolution sets forth the Council's intention regarding future infrastructure needs as well as the Community Spaces Plan and isn't a binding resolution. He stated that this opens up discussion of these intentions and that the Council will take public input on April 3rd at a town hall meeting. Mr. Downes provided information on this at the last work session and that meeting was live-streamed. He reiterated that no binding decisions will be made tonight and public comment will be taken on April 3. Monday's council meeting was rescheduled tonight so there was no conflict with Spring Break. The Mayor stated he feels that the Council has publicized this enough before tonight.

Mr. Pierce stated that they have come a long way to get to this point and he feels it is a good move for this city.

Mr. Weaver reiterated that public comment will be taken at the Town Hall meeting on April 3.

Mr. Downes explained that the meeting on April 3 is designed as a Town Hall meeting, which is an open session to hear the public comments. This Resolution puts forth the Council's intent so that the public can put their comments together for public input on April 3. This will be a listening session for the Council.

Mrs. Cook stated that this Resolution isn't binding, but she feels it is an important step because it establishes the Council priorities and demonstrates how any funds derived from the proposed taxes will be used. She asked that the Council postpone this vote until the next meeting.

MOTION Motion to postpone consideration of Resolution Number 5033 until April 9, 2018, was by Mrs. Cook. The Mayor asked for a second to the motion. Motion died for lack of a second.

There being no other discussion, the Mayor called for the question.

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

The Mayor noted that there will be plenty of time at the April 3 meeting for the public to give input and the Council can discuss this before considering the proposed Ordinance and Resolution at the meeting of April 9.

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

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 April 9, 2018, at 6:00 PM.

- Resolution Number 5023 – A Resolution Ascertain, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 2535 Ivy Glenn Drive, Vestavia Hills, Alabama 35243; Parcel Id# 28-00-32-4-001-96.000, In The City Of Vestavia Hills As A Result Of The City Of Vestavia Hills Ordering The Abatement Of A Nuisance Pursuant To Ordinance Number 2567 (*public hearing rescheduled to April 9, 2018*) (*public hearing*)
- Ordinance Number 2748 - Conditional Use Approval To Allow Five Unrelated Adults To Reside In A Single Family Home Located At 220 Erwin Circle; Mikel Swack, Owner, Nick Goudreau, Golden Key LLC, Representing (*public hearing*)
- Ordinance Number 2747 - An Ordinance Providing For The Rate, Levy And Collection Of Certain Privilege, License And Excise Taxes Within The Corporate Limits Of The City Of Vestavia Hills, Alabama, And Making Further Provision Therefor Amending Ordinance 2315 And Repealing Ordinance Numbers 2316 and 2317 (*public hearing*)
- Resolution Number 4951-A – A Resolution Amending Resolution Number 4951 – Authorizing The Implementation Of Phase Two And Phase Three Of The Community Spaces Plan Pursuant To A Contract With The Program Manager (*public hearing*)

CITIZEN COMMENTS

Karen Odle, President of the Chamber of Commerce, invited everyone to join them at City Hall on Saturday, beginning at 9 AM, for an egg roll for toddlers through the 3rd grade.

David Harwell, 1803 Catala Road, thanked Mrs. Cook for making a motion to postpone the vote. He stated he feels it needed to be postponed and clarified, that the ordinance will be taken up at the next Council meeting and he won't be able to attend either the April 3 work session or the next meeting on April 9. He stated he specifically asked in previous meetings if there was a planned sales tax increase and he was told there would not be one. He stated that when the City purchased the Golds Gym building he was told that renovations would total \$2 million. The costs have risen significantly for the purchase and renovation of the building. He stated that the City's debt service is \$75 million and will be pushed to \$135 million for future budgets and councils.

Katherine McRee, 4944 Riverview Drive, stated she was very much in favor of the tax increase but she's concerned that they might not know what the true cost of the needed infrastructure needs are for the City. She indicated that her business experienced problems Saturday because of traffic problems stemming from a large accident on Highway 280. She asked them not to continue to delay the widening of Crosshaven Road.

EXECUTIVE SESSION

The Mayor stated that the City Council needed to move into Executive Session to discuss purchase and sale of real estate. He estimated the duration of the session will be approximately 15 minutes and said there will be no Council action required following the Executive Session. He opened the floor for a motion.

MOTION Motion to move into Executive Session to discuss purchase and sale of real estate for an estimated 15 minutes was by Mr. Pierce. Second was by Mr. Weaver. Voice vote as follows:

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

The Council exited the Chamber and entered into Executive Session at 6:58 PM. At 7:13 PM, the Council entered into the Chamber and exited Executive Session.

At 7:14 PM, the Mayor called the meeting back to order.

At 7:15 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:15 PM.

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NO. 5023

A RESOLUTION ASCERTAINING, FIXING AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A LIEN ON THE PROPERTY KNOWN AS 2535 IVY GLENN DRIVE, VESTAVIA HILLS, ALABAMA 35243; PARCEL ID# 28-00-32-4-001-96.000, IN THE CITY OF VESTAVIA HILLS AS A RESULT OF THE CITY OF VESTAVIA HILLS ORDERING THE ABATEMENT OF A NUISANCE PURSUANT TO ORDINANCE NUMBER 2567

WHEREAS, heretofore the City Council of the City of Vestavia Hills, after due and lawful notice was given and a public hearing held in accordance with Ordinance No. 2567, declared that a property located within the City of Vestavia Hills was found to constitute a weed nuisance, to wit:

STREET ADDRESS:

2535 Ivy Glenn Drive, Vestavia Hills, AL 35243

LEGAL DESCRIPTION:

Lot 6, according to the Survey of Ivy Glenn, as recorded in Map Book 174, page 9, in the Office of the Judge of Probate of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

28-00-32-4-001-96.000

INTERESTED PERSONS:

- Sonja Rene Haney
- William George Haney

WHEREAS, the City has completed abatement of the nuisance at the City's expense; and

WHEREAS, the appropriate municipal official has made a report to the City Council of said costs, including the cost of complying with Ordinance No. 2567, the sum of which was **\$650.00**; and

WHEREAS, the City Clerk set the report of costs for a public hearing at a meeting of the City Council on Monday, March 26, 2018 at 6:00 p.m. and gave no less than ten (10) days notice of the public hearing by first-class mail to all persons or entities listed in Section 4-114(b)(1) of Ordinance No. 2567; and

WHEREAS, said public hearing was held by the City Council; and

WHEREAS, it is now the desire of the City Council of the City of Vestavia Hills to fix the costs which it finds were reasonably incurred in connection with the demolition and assess the costs against the previously described land upon which said building was located.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama while in regular session on Monday, March 26, 2018 at 6:00 p.m. as follows:

Section 1. That the City Council hereby assesses the sum of **\$600.00** to be the costs reasonably incurred by the City of Vestavia Hills in connection with the demolition of the building located on the following described property, to wit:

STREET ADDRESS:

2535 Ivy Glenn Drive, Vestavia Hills, AL 35243

LEGAL DESCRIPTION:

Lot 6, according to the Survey of Ivy Glenn, as recorded in Map Book 174, page 9, in the Office of the Judge of Probate of Jefferson County, Alabama

PARCEL IDENTIFICATION NUMBER:

28-00-32-4-001-96.000

INTERESTED PERSONS:

- Sonja Rene Haney
- William George Haney

Section 2. That the City Clerk be authorized and directed to file a certified copy of this Resolution in the offices of the Judge of Probate of Jefferson County, Alabama, Birmingham Division, and the Jefferson County Tax Collector. Upon filing, the Jefferson County Tax Collector shall add the amount of the lien to the ad valorem tax bill on the property and shall collect the amount as if it were a tax and remit the amount to the City.

ADOPTED this the 9th day of April, 2018.

APPROVED: _____
Ashley C. Curry, Mayor

ATTEST: _____
Rebecca Leavings, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Rebecca Leavings, City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Vestavia Hills, Alabama, on the 9th day of April while in regular session on Monday, April 9, 2018, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this _____ day of _____, 2018.

Rebecca Leavings, City Clerk



Weed Abatement Report:

Property Address: 2535 Ivy Glenn Drive

Cost of Abatement: \$ 450.00

Administrative Costs: \$ 150.00

Total Proposed Lien: \$ 600.00

Owens Landscape Group, LLC

PO Box 100006
 Birmingham, AL 35210
 United States

INVOICE

Invoice Number: 22051
 Invoice Date: Dec 21, 2017
 Page: 1

Voice: 205-991-3981
 Fax: 205-951-6625

Bill To:
City of Vestavia Hills Attention: Jimmy Coleman 1032 Montgomery Hwy Vestavia Hills, AL 35216

Ship to:
City of Vestavia Hills Attention: Jimmy Coleman 1032 Montgomery Hwy Vestavia Hills, AL 35216

Customer ID	Customer PO	Payment Terms	
5-4012		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		12/21/17

Quantity	Item	Description	Unit Price	Amount
		One service to prune all existing shrubs on the front & side of house at 2535 Ivy Glenn Dr Vestavia Hills		450.00

Subtotal	450.00
Sales Tax	
Total Invoice Amount	450.00
Payment/Credit Applied	
TOTAL	450.00

Check/Credit Memo No:

PARCEL #: 28 00 32 4 001 096.000 [111-A-] Baths: 2.5 H/C Sqft: 2,816
OWNER: HANEY SONJA RENE & *Wm George Haney* 18-034.0 Bed Rooms: 4 Land Sch: G2
ADDRESS: 2535 IVY GLENN DR VESTAVIA AL 35243-4636 Land: 112,000 Imp: 324,800 Total: 436,800
LOCATION: 2535 IVY GLENN DR BHAM AL 35243 Acres: 0.000 Sales Info: 12/19/2016 \$10

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

Tax Year : 2017 ▼

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

LAND COMPUTATION

	Code	Acerage	Square Foot	Market Value	CU. Value
SITE VALUE	3 111 HOUSEHOLD UNITS	0	6688	\$112,000.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: IVY GLENN AMENDED 28-32-4 MAP BOOK: 174 PAGE: 9
 SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK: 0
 PRIMARY LOT: 6 SECONDARY LOT: 0

METES AND BOUNDS: LOT 6 IVY GLENN PB 170 PG 5 & AMENDED MAP 174 PG 9

SALES INFORMATION

12/19/2016	\$10.00	2	BOOK: 2017 PAGE: 091621	Land & Building	HANEY WILLIAM GEORGE
9/1/1996	\$243,000.00	1	BOOK: 9611 PAGE: 007759	Land & Building	
7/1/1993	\$240,000.00	1	BOOK: 9310 PAGE: 003119	Land & Building	

ORDINANCE NUMBER 2748

AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL TO ALLOW FIVE UNRELATED ADULTS TO RESIDE IN A SINGLE-FAMILY RESIDENCE UNTIL JULY 31, 2018

WHEREAS, on December 13, 2010 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2331 entitled the Vestavia Hills Zoning Code and establishing a conditional use approval for certain uses not permissible by right in zoning classifications; and

WHEREAS, on January 12, 2018, Nick Goudreau, Golden Key, LLC on behalf of owner, Mikel Swack submitted an application for conditional use approval to allow five unrelated adults to reside in the single-family residence located at 220 Erwin Circle, Vestavia Hills, Alabama, Lot 7, Erwin Circle MB 44/MP 59); and

WHEREAS, the property located at 220 Erwin Circle is presently zoned Vestavia Hills R-2 (residential district); and

WHEREAS, Table 5 of the Vestavia Hills Zoning Code sets forth the permissible uses within a R-2 classification; and

WHEREAS, a copy of said application dated January 12, 2018 is attached and hereby incorporated into this Ordinance Number 2748.

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

1. Conditional Use Approval is hereby approved for Mikel Swacki, for use of the property located at 220 Erwin Circle to allow five (5) unrelated adults to reside in the home with the following conditions:
 - (1) The five (5) unrelated adults shall be the five that are currently residing on the property;
 - (2) Parking for said adults shall be limited to private property on improved parking surfaces with no more than two (2) vehicles parking safely in the cul-de-sac at any given time;

- (3) Said five (5) individuals may reside in said home until July 31, 2018 at which time this conditional use approval shall expire and the use of said home shall once again be limited to single-family residential;
- (4) This conditional use approval is location and owner specific and if the current five (5) individuals vacate the premises, said conditional use shall be considered null and void;

ADOPTED and APPROVED this the 9th day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2748 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 9th day of April, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

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

Date: **FEBRUARY 8, 2018**

- **CASE: P-0218-03**
- **REQUESTED ACTION:** Conditional Use Approval for Unrelated Adults Residing In a Single Family Dwelling
- **ADDRESS/LOCATION:** 220 Erwin Circle
- **APPLICANT/OWNER:** Mike Swack
- **REPRESENTING AGENT:** Nick Goudreau
- **GENERAL DISCUSSION:** The applicant is currently renting a 3/2 house to five unrelated Samford Students. Code enforcement became aware of the situation due to complaints over parking at the residence. R-2 is single family zoning that establishes that all inhabitants of the house are either related by blood or marriage. The applicant is asking for conditional use approval until the end of the rental term on 7/31/18.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is not consistent with the plan for single family residential.
- **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 problems noted.
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** Violates fire code
 4. **Building Safety Review:** Violates building code.

P-0218-03

Mike Swack Is Requesting **Conditional Use Approval** for Five Unrelated Adults Residing In a Single Family Dwelling Located At **220 Erwin Circle**. The Property Is Owned By Mike Swack And Is Zoned Vestavia Hills R-2.

Mr. Garrison explained the background and location of the request.

Nick Goudreau of GK Homes (leasing agent) was present to answer any questions the Commission had. He stated he was unaware of the single family requirement for the home and is asking that the approval only last until the end of the lease term, July 31st.

Mr. Burrell stated he was concerned about setting precedent for this kind of request.

Mr. Goodwin sought particulars about the lease term and Mrs. Barnes asked if all residents are on the lease. Mr. Goudreau provided the information.

Mr. Larson opened the floor for a public hearing.

Sam Romano, a next door neighbor, spoke in support for the request.

Mr. Larson closed the public hearing and opened the floor for a motion.

MOTION Mr. Goodwin made a motion to recommend Conditional Use Approval for Five Unrelated Adults Residing In a Single Family Dwelling Located At 220 Erwin Circle. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mrs. Barnes – no

Mr. Burrell – no

Mrs. Cobb – no

Mr. Brooks – no

Mr. Goodwin – no

Mr. Larson – no

Motion Failed. Commission determined the applicants did not meet the burden of the Conditional Use.

CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

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

II. APPLICANT INFORMATION: (owner of property)

NAME: Mikel Swack

ADDRESS: 220 Erwin Cir.
Vestavia Hills, AL 35216

MAILING ADDRESS (if different from above) 1701 Oxmoor Rd
Birmingham, AL 35209

PHONE NUMBER: Home _____ Office 205-440-9702

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____
Nick Goudreau with gkhouses

220 Erwin Circle
Conditional Use
Mikel Swack

R-2

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 5.3 of the Vestavia Hills Zoning Code.

Current Zoning of Property: R-2

Requested Conditional use For the intended purpose of: 5 unrelated adults to reside in dwelling through end of current lease agreement (7/31/18) ~~R-2 to R-5~~ see attached.
(Example: From "VH R-1" to "VH O-1" for office building)

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

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

220 Erwin Circle; Lot 7, Erwin Circle (MB 44 MP 59):
Vestavia Hills, 35216

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

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

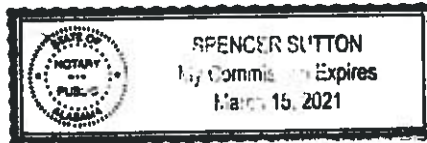
MS I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

Mikel Swack 12/18/2017
Owner Signature/Date

[Signature]
Representing Agent (if any)/date

Given under my hand and seal
this 18 day of December, 2017.

[Signature]
Notary Public
My commission expires 15th
day of March, 2021.



P0218-03//29-25-2-9-15
220 Erwin Circle
Conditional Use
Mikel Swack

R-2



1/12/18

To whom it may concern,

Golden Key, LLC dba gkhouses, is requesting, on behalf of the owner Mikel & Liz Swack, a conditional use request to allow the current tenants at 220 Erwin Circle to remain in the home through the end of their lease period. At this time, there are 5 unrelated residents living in the home and would like to remain through the end of their lease, which is 7/31/2018.

The residents are utilizing all of the parking the home has by parking 3 cars in the driveway at all times and parking 2 cars in the cul-de-sac. One of the cars in the cul-de-sac is parked in front of 220 Erwin Circle and the other car is parked in front of the neighbors house. The neighbor has given the residents permission to park the car in front of their home as the home is currently vacant.

If permitted to stay, the tenants will vacate upon lease completion and the house will go back on the rental market. At this point, gkhouses will put restrictions on who can rent the home to prevent this in the future.

We appreciate your consideration and look forward to working with you.

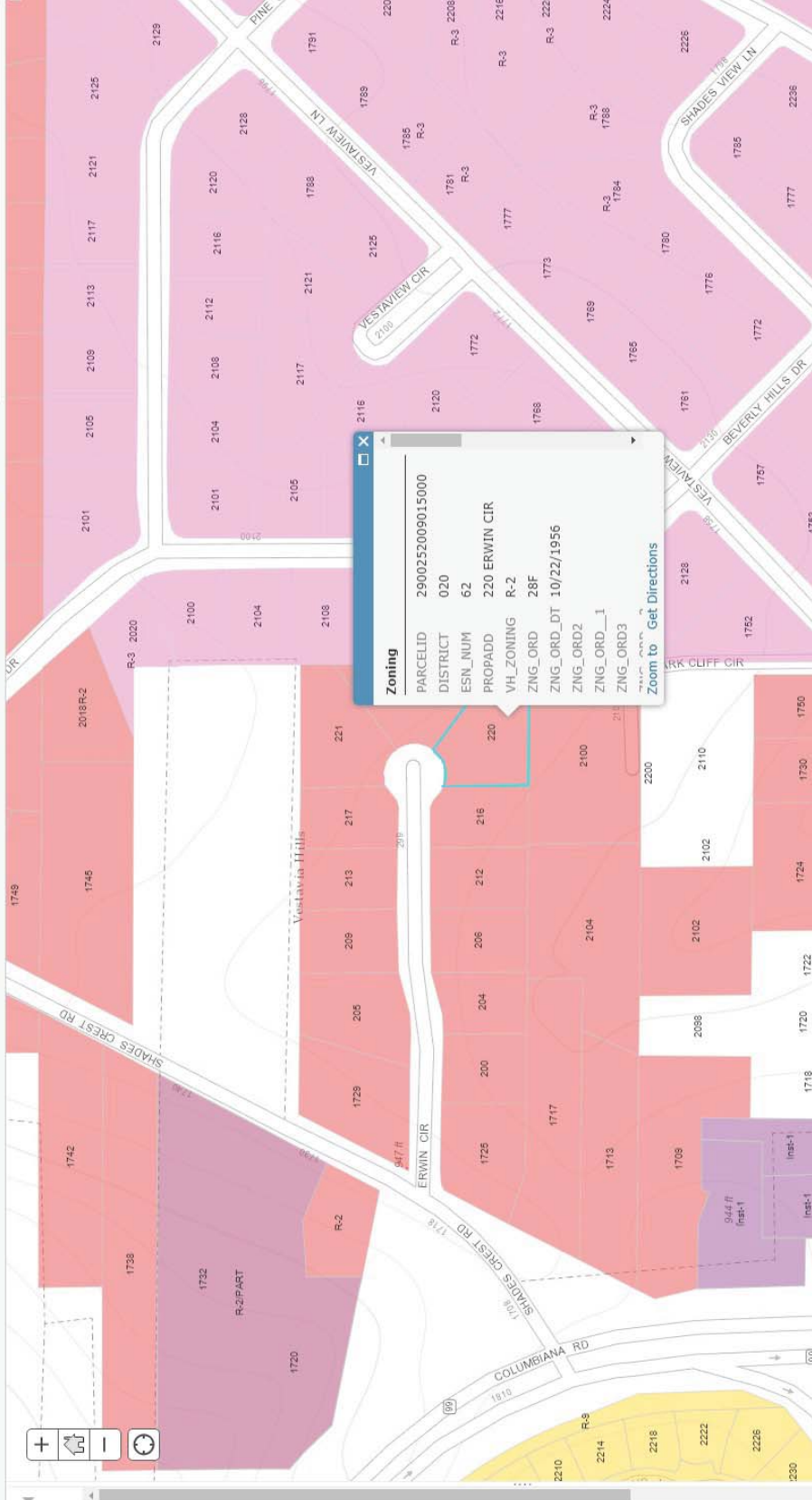
Thank you,

A handwritten signature in black ink, appearing to read 'Nick Goudreau', with a stylized flourish at the end.

Nick Goudreau

Zoning Legend

- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1*
- O-1
- PUD-PB
- R-8*
- R-6*



Zoning

PARCELID	2900252009015000
DISTRICT	020
ESN_NUM	62
PROPADD	220 ERWIN CIR
VH_ZONING	R-2
ZNG_ORD	28F
ZNG_ORD_DT	10/22/1956
ZNG_ORD2	
ZNG_ORD_1	
ZNG_ORD3	

Zoom to Get Directions

Subject Parcel

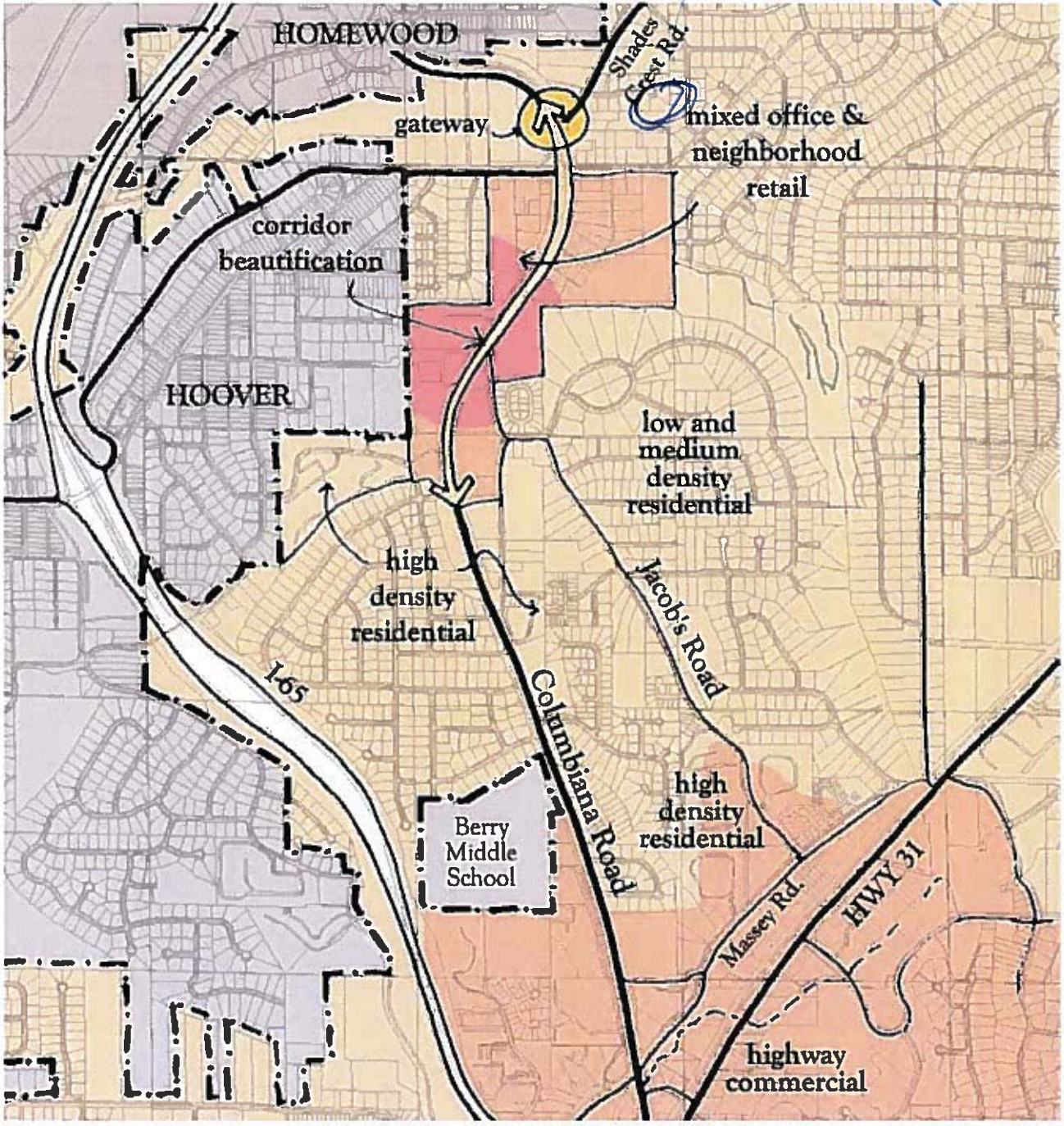


Figure 20: Columbiana Road Land Use Analysis

- Neighborhood** - primarily low / medium density single-family residential areas with higher densities near village centers. Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center** - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core** - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes** - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.
- Professional Offices** - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space** - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and they include passive recreational uses.
- Schools** - School facilities administered by the Vestavia Hills School System.
- Trailheads** - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.



ORDINANCE NUMBER 2747

**AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF
CERTAIN PRIVILEGE, LICENSE AND EXCISE TAXES WITHIN THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA**

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

ARTICLE 1

Authority

The City does hereby adopt this Ordinance, and provide for the levy and collection of the within-referenced Privilege, License and Excise Taxes, pursuant to the authority, and in conformity with the purposes, of the "Local Tax Simplification Act of 1998," as amended (codified as Article 3 of Chapter 51 of Title 11 of the Code of Alabama 1975.)

ARTICLE 2

Definitions

Section 2.01 Definitions of Certain Terms

The following terms shall have the following meanings herein:

City shall mean the City of Vestavia Hills, Alabama.

City Clerk shall mean the City Clerk of the City, and any successor to the duties and functions thereof.

City Council shall mean the governing body of the City.

Code of Ordinances shall mean the Vestavia Hills Code of Ordinances, Republished 2013, as at any time amended, restated, or supplemented.

Effective Date shall mean June 1, 2018.

Fiscal Year shall mean the fiscal year of the City as established from time to time.

Leasing Tax shall mean the leasing and rental tax levied pursuant to Section 5.01.

Lodging Tax shall mean the transient occupancy tax levied pursuant to Section 6.01.

Obligations shall mean any direct, indirect, or contingent pecuniary obligation of the City as evidenced by any agreement, bond, contract, document, note, warrant or other instrument.

Prior Taxes and Fees shall mean collectively the following:

- (a) the privilege, license and excise taxes levied pursuant to Ordinance No. 2317, as codified in Article III of Chapter 16 of the Code of Ordinances;
- (b) the privilege license taxes levied pursuant to Ordinance No. 2316, as codified in Article IV of Chapter 16 of the Code of Ordinances;
- (c) the business license fee and privilege license tax levied pursuant to Section 8-38(7)(d) of Article II of Chapter 8 of the Code of Ordinances (as enacted by Section 23 of Ordinance No. 2315).

Privilege, License and Excise Taxes shall mean, collectively, the following taxes levied by this Ordinance within the corporate limits of the City:

- (a) Sales Taxes;
- (b) Use Taxes;
- (c) Leasing Tax; and
- (d) Lodging Tax.

Sales and Use Taxes shall mean, collectively, the Sales Taxes and the Use Taxes.

Sales Taxes shall mean the sales taxes levied pursuant to Section 4.01.

State Leasing Tax Laws shall mean and include Section 40-2A-7, and Article 4 of Chapter 12 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.

State Lodging Tax Laws shall mean and include Section 40-2A-7, and Chapter 26 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.

State Sales Tax Laws shall mean and include Section 40-2A-7, and Article 1 of Chapter 23 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.

State Use Tax Laws shall mean and include Section 40-2A-7, and Article 2 of Chapter 23 of Title 40, of the Code of Alabama 1975, as any time in force and effect, and all regulations of the Alabama Department of Revenue at any time promulgated and effective thereunder, and all laws of the State of Alabama directly relating thereto.

Use Taxes shall mean the use taxes levied pursuant to Section 4.02.

Section 2.02 Incorporation of Phrases, Terms and Words

All phrases, terms and words used in this Ordinance which are defined or used in any of the following statutes shall have the respective meanings, effect and scope in this Ordinance as in such statutes:

- (1) the State Sales Tax Laws; and
- (2) the State Use Tax Laws; and
- (3) the State Leasing Tax Laws; and
- (4) the State Lodging Tax Laws.

ARTICLE 3

Effect of Ordinance

Section 3.01 Effective Date of Privilege, License and Excise Taxes

The levy and collection of the Privilege, License and Excise Taxes shall become effective and commence on the Effective Date and shall continue thereafter as provided in this Ordinance.

Section 3.02 Repeal of Prior Taxes and Fees; Continuation of Accrued Liability Therefor and Pledges Thereof

(a) The Prior Taxes and Fees, and the following ordinances and provisions of the Code of Ordinances, shall terminate and become void and of no further force and effect from and after midnight on May 31, 2018:

- (1) Ordinance No. 2317, as codified in Article III of Chapter 16 of the Code of Ordinances; and
- (2) Ordinance No. 2316, as codified in Article IV of Chapter 16 of the Code of Ordinances; and
- (3) Section 8-38(7)(d) of Article II of Chapter 8 of the Code of Ordinances.

(b) Anything in this Ordinance to the contrary notwithstanding, the liability or obligation of any person for the payment of any amount of any of the Prior Taxes and Fees, or for the payment of any amount of any forfeiture, interest, or penalty with respect thereto, which shall be outstanding and unpaid on the Effective Date (including without limitation taxes becoming due and payable on June 20, 2018) shall survive termination of the ordinances and provisions of the Code of Ordinances pursuant to Section 3.02(a) and shall remain in full force and effect under all provisions thereof and the City shall have and may exercise for the enforcement thereof all rights and remedies thereunder and available at law or in equity (including without limitation the applicable laws of the State of Alabama providing for the enforcement of the corresponding state taxes).

(c) Anything in this Ordinance to the contrary notwithstanding, all commitments and pledges of all or any portion of the Prior Taxes and Fees which shall be subject to an agreement made by the City prior to the Effective Date to or for the benefit of any governmental person or nongovernmental person shall be and remain in full force and effect from and after the Effective Date, in accordance with all terms and provisions thereof, solely with respect to the proceeds of the Privilege, License and Excise Taxes described in Section 4.03(b)(3), Section 5.02(b) and Section 6.02(b) of this Ordinance.

Section 3.03 Amendment of Code of Ordinances

(a) Article III of Chapter 16 of the Code of Ordinances is hereby amended by deletion of said Article III in the entirety thereof and substitution therefor of Article 4, Section 7.02 and Section 7.03 of this Ordinance.

(b) Article IV of Chapter 16 of the Code of Ordinances is hereby amended by deletion of said Article IV in the entirety thereof and substitution therefor of Article 5 and Section 7.04 of this Ordinance.

(c) From and after May 31, 2018 the business license fee levied by Section 8-38(7)(d) of Article II of Chapter 8 of the Code of Ordinances shall be \$150.00 and in consequence thereof the provisions of said Section 8-38(7)(d) are hereby amended by deletion of said provisions in the entirety thereof and substitution therefor of the amount of "\$150.00."

ARTICLE 4

Sales and Use Taxes

Section 4.01 Levy of Sales Taxes

There is levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amount to be determined by the application of rates against gross sales, or gross receipts, as the case may be, as follows:

(a) (1) Upon every person, firm or corporation (including the State of Alabama, the University of Alabama, Auburn University, and all other institutions of higher learning in the state, whether the institution be denominational, state, county, or municipal institutions, any association or other agency or instrumentality of the institutions), engaged or continuing within the City, in the business of selling at retail any tangible personal property whatsoever, including merchandise and commodities of every kind and character (not including, however, bonds or other evidence of debt or stocks, nor sales of materials and supplies to any person for use in fulfilling a contract for the painting, repair or reconditioning of vessels, barges, ships, other watercraft, and commercial fishing vessels of over five tons load displacement as registered with the U. S. Coast Guard and licensed by the State of Alabama Department of Conservation and Natural Resources), an amount equal to four percent (4%) of the gross proceeds of sales of the business except where a different amount is expressly provided herein. Provided, however, that any person engaging or continuing in business as a retailer and wholesaler or jobber shall pay the tax required on the gross proceeds of retail sales of the business at the rates specified, when his or her books are kept so as to show separately the gross proceeds of sales of each business, and when his or her books are not kept he or she shall pay the tax as a retailer, on the gross sales of the business.

(2) Where any used part including tires of an automotive vehicle or a truck trailer, semitrailer, or house trailer is taken in trade, or in a series of trades, as a credit or part payment on the sale of a new or rebuilt part or tire, the tax levied herein shall be paid on the net difference, that is, the price of the new or used part or tire sold less the credit for the used part or tire taken in trade, provided, however, this provision shall not be construed to include batteries.

(b) Upon every person, firm or corporation engaged or continuing within the City in the business of conducting or operating places of amusement or entertainment, billiard and pool rooms, bowling alleys, amusement devices, musical devices, theaters, opera houses, moving picture shows, vaudevilles, amusement parks, athletic contests, including wrestling matches, prize fights, boxing and wrestling exhibitions, football and baseball games (excluding, however, athletic contests conducted by or under the auspices of the City Board of Education of the City of Vestavia Hills, but specifically including athletic contests conducted by or under the auspices of any educational institution within this state, or any athletic association thereof, or any other association whether the institution or association be a denominational, a state, or county, or a municipal institution, or association or a state, county or city school, or other institution, association or school), skating rinks, race tracks, golf courses or any other place at which any exhibition, display, amusement or entertainment is offered to the public or place or places where an admission fee is charged, including public bathing places, public dance halls of every kind and description within the City, an amount equal to four percent (4%) of the gross receipts of any such business. Provided, however, notwithstanding any language to the contrary in the prior portion of this subsection, the tax provisions so specified shall not apply to any athletic event conducted by a public or nonpublic primary or secondary school or any athletic event conducted by or under the auspices of the Alabama High School Athletic Association. The tax amount which would have been collected pursuant to this subsection shall continue to be collected by the public or nonpublic primary or secondary school, but shall be retained by the school which collected it and shall be used by the school for school purposes.

(c) Upon every person, firm or corporation engaged or continuing within the City in the business of selling at retail machines used in mining, quarrying, compounding, processing, and manufacturing of tangible personal property an amount equal to one percent (1%) of the gross proceeds of the sale of the machines. The term "machine", as herein used, shall include machinery which is used for mining, quarrying, compounding, processing, or manufacturing tangible personal property, and the parts of the machines, attachments and replacements therefor, which are made or manufactured for use on or in the operation of the machines and which are necessary to the operation of such machines and are customarily so used.

(d) (1) Upon every person, firm or corporation engaged or continuing within the City in the business of selling at retail any automotive vehicle or truck trailer, semitrailer or house trailer, or mobile home set-up materials and supplies including but not limited to steps, blocks, anchoring, cable pipes, and any other materials pertaining thereto an amount equal to one percent (1%) of the gross proceeds of the sale of the automotive vehicle or truck trailer, semitrailer or house trailer, or mobile home set-up materials and supplies; provided, however, where a person subject to the tax provided for in this subsection withdraws from his or her stock in trade any automotive vehicle or truck trailer, semitrailer, or house trailer for use by him or her or by his or her employee or agent in the operation of the business, there shall be paid, in lieu of the tax levied herein, a fee of five dollars (\$5.00) per year or part thereof during which the automotive vehicle, truck trailer, semitrailer or house trailer shall remain the property of the person. Each year or part thereof shall begin with the day or anniversary date, as the case may be, of such withdrawal and shall run for the 12 succeeding months or part thereof during which the automotive vehicle, truck trailer, semitrailer, or house trailer shall remain the property of the person.

(2) Where any used automotive vehicle or truck trailer, semitrailer, or house trailer is taken in trade or in a series of trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicle sold less the credit for the used vehicle taken in trade.

(3) Sales of automobiles, motorcycles, trucks, truck trailers, or semitrailers, excluding travel trailers or housecars as defined in Section 40-12-240, that will be registered or titled outside Alabama, that are exported or removed from Alabama within 72 hours by the purchaser or his or her agent for first use outside of the State of Alabama are subject to City sales tax in an amount equal to only the City automotive sales tax rate, unless the sales tax laws of the state in which the purchaser will title or register the vehicle allows an Alabama resident to purchase a motor vehicle for first titling and registering in Alabama without the payment of tax to that state. However, in no case shall the amount of Alabama state sales tax due on a motor vehicle that will be registered or titled for use in another state exceed the amount of sales tax that would otherwise have been due in the state where the vehicle will be registered or titled for first use. The tax collected under this export provision shall be City sales tax. Sales of all other vehicles such as mobile homes, motor bikes, all terrain vehicles, and boats do not qualify for the export exemption provision and are taxable unless the dealer can provide factual evidence that the vehicle was delivered outside of Alabama or to a common carrier for transportation outside of Alabama. In order for the sale to be exempt from City tax, the information relative to the exempt sale shall be documented on forms approved by the Revenue Department of the State of Alabama.

(4) Anything in this section to the contrary notwithstanding, the tax provided in Section 4.01(d)(1) on any automotive vehicle, truck trailer, trailer, semitrailer or travel trailer required to be registered or licensed with the Judge of Probate of Jefferson County, Alabama, which is not sold through a licensed Alabama dealer, shall be collected and fees paid in accordance with the provisions of Sections 40-23-104 and 40-23-107, respectively (or any successor provisions of law).

(e) Upon every person, firm or corporation engaged or continuing within the City in the business of selling through coin-operated dispensing machines, food and food products for human consumption, not including beverages other than coffee, milk, milk products, and substitutes therefor, there is levied a tax equal to one percent (1%) of the cost of the food, food products and beverages sold through the machines, which cost for the purposes of this subsection shall be the gross proceeds of sales of the business.

(f) (1) Upon every person, firm or corporation engaged or continuing within the City in the business of selling at retail any machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock or poultry on farms, and the parts of such machines, machinery or equipment, attachments and replacements therefor which are made or manufactured for use on or in the operation of such machine, machinery or equipment, and which are necessary to and customarily used in the operation of such machine, machinery or equipment, an amount equal to one percent (1%) of the gross proceeds of the sale thereof; provided, the one percent rate herein prescribed with respect to parts, attachments and replacements shall not apply to any automotive vehicle or trailer designed primarily for public highway use, except farm trailers used primarily in the production and harvesting of agricultural commodities.

(2) Where any used machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock and poultry on farms is taken in trade or in a series of trades as a credit or part payment on a sale of a new or used, machine, machinery or equipment, the tax levied herein shall be paid on the net difference, that is, the price of the new or used machine, machinery or equipment sold, less the credit for the used machine, machinery or equipment taken in trade.

Section 4.02 Levy of Use Taxes

(a) An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property, not including, however, materials and supplies bought for use in fulfilling a contract for the painting, repairing, or reconditioning of vessels, barges, ships, other watercraft and commercial fishing vessels of over five tons load displacement as registered with the U. S. Coast Guard and licensed by the State of Alabama Department of Conservation and Natural Resources, purchased at retail on or after the effective date of this Ordinance for storage, use or other consumption in the City at the rate of four percent (4%) of the sales price of such property or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his or her records prove that his or her following said brackets resulted in a net undercollection of tax for the month, he or she may report the tax due or tax collected, whichever is less, except as provided in this Section 4.02.

(b) An excise tax is hereby imposed on the storage, use or other consumption in the City of any machines used in mining, quarrying, compounding, processing and manufacturing of tangible property, purchased at retail on or after the effective date of this Ordinance at the rate equal to one percent (1%) of the sales price of any such machine or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his or her records prove that his or her following said brackets resulted in a net undercollection of tax for the month, he or she may report the tax due or tax collected, whichever is less; except as provided in this Section 4.02; provided that the term "machine," as herein used, shall include machinery which is used for mining, quarrying, compounding, processing or manufacturing tangible personal property, and the parts of such machines, attachments and replacements therefor, which are made or manufactured for use on or in the operation of such machines and which are necessary to the operation of such machines and are customarily so used.

(c) (1) An excise tax is hereby imposed on the storage, use or other consumption in the City of any automotive vehicle or truck trailer, semitrailer or house trailer, and mobile home set-up materials and supplies including but not limited to steps, blocks, anchoring, cable pipes and any other materials pertaining thereto, purchased at retail on or after the effective date of this Ordinance for storage, use or other consumption in the City at the rate of one percent (1%) of the sales price of such automotive vehicle, truck trailer, semitrailer or house trailer, or mobile home set-up materials and supplies as specified above, or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his or her records prove that his or her following said brackets resulted in a net undercollection of tax for the month, he or she may report the tax due or tax collected, whichever is less, except as provided in this Section 4.02. Where any used automotive vehicle, truck trailer, semitrailer or house trailer is taken in trade, or in a series of trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicle sold less the credit for the used vehicle taken in trade.

(2) Anything in this section to the contrary notwithstanding, the tax provided in Section 4.02(c)(1) on any automotive vehicle, truck trailer, semi-trailer or travel trailer required to be registered or licensed with the Judge of Probate of Jefferson County, Alabama, which were sold by dealers that are not licensed in Alabama, or were sold by licensed Alabama dealers who failed to collect municipal sales taxes at the point of sale, shall be collected and fees paid in accordance with the provisions of Sections 40-23-104 and 40-23-107, respectively (or any successor provisions of law).

(d) Every person storing, using or otherwise consuming in the City tangible personal property purchased at retail shall be liable for the tax imposed by this Section, and the liability shall not be extinguished until the tax shall have been paid to the City; provided, that receipt from a retailer maintaining a place of business in the City or a retailer authorized by the Alabama Department of Revenue, under such rules and regulations as it may prescribe, to collect the tax imposed hereby and who shall for the purpose of this Section be regarded as a retailer maintaining a place of business in the City, given to the purchaser in accordance with the provisions of the State Use Tax Statutes, shall be sufficient to relieve the purchaser from further liability for the tax to which such receipt may refer.

(e) An excise tax is hereby imposed on the classes of tangible personal property, and at the rates imposed on such classes, specified in subsections (a), (b), and (c) of this Section, on the storage, use or other consumption in the performance of a contract in the City of any such tangible personal property, new or used, the tax to be measured by the sales price or the fair and reasonable market value of such tangible personal property when put into use in the City, whichever is less; provided, that the tax imposed by this subsection shall not apply where the taxes imposed by subsection (a), (b), or (c) of this Section apply.

(f) An excise tax is hereby imposed on the storage, use or other consumption in the City of any machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock or poultry, or farms, and the parts of such machines, machinery or equipment, attachments and replacements therefor which are made or manufactured for use on or in the operation of such machine, machinery or equipment, and which are necessary to and customarily used in the operation of such machine, machinery or equipment, which is purchased at retail after June 1, 2018, for storage, use or other consumption in the City, at the rate of one percent (1%) of the sales price of such property or the amount of tax collected by the seller, whichever is greater; provided, however, when the seller follows the Alabama Department of Revenue's suggested use tax brackets and his records prove that his following said brackets resulted in a net undercollection of tax for the month, he may report the tax due or tax collected whichever is less, regardless of whether the retailer is or is not engaged in business in the City; provided, that the one percent rate herein prescribed with respect to parts, attachments and replacements shall not apply to any automotive vehicle or trailer designed primarily for public highway use except farm trailers used primarily in the production and harvesting of agricultural commodities.

Section 4.03 Use of Proceeds of Sales and Use Taxes

(a) Definitions. For purposes of this Section the following terms shall have the following meanings:

Available Sales and Use Tax Proceeds means and includes, collectively, (i) the Capital Project and School Allocation and (ii) the General Purpose Allocation.

Capital Project means any property (real, personal or mixed) the cost of which is properly chargeable to capital account under federal income tax principles.

Capital Project and School Allocation shall have the meaning in Section 4.03(b)(2).

General Purpose Allocation shall have the meaning in Section 4.03(b)(3).

Net Sales and Use Tax Proceeds means the proceeds of the Sales and Use Taxes received by the City in each Fiscal Year after deduction or payment therefrom of all costs of collection thereof.

Reserve Allocation shall have the meaning in Section 4.03(b)(1).

Surplus Available Sales and Use Tax Proceeds means the aggregate amount of the Available Sales and Use Tax Proceeds remaining in each Fiscal Year after payment, or provision for payment, shall have been made from any funds or revenues of the City (including without limitation the Available Sales and Use Tax Proceeds) lawfully available therefor of all amounts of principal of, premium (if any) and interest on all of the following Obligations becoming due and payable in such Fiscal Year:

(1) all Obligations which are general obligations of the City payable from and secured by a pledge of the full faith, credit and taxing power of the City, without regard to whether any of such Obligations are, in whole or in part, also payable from, or secured by a pledge of, any other source of funds or revenues of the City; and

(2) all Obligations which are, in whole or in part, payable from and secured by a pledge of the Available Sales and Use Tax Proceeds, without regard to whether any of such Obligations are, in whole or in part, general obligations of the City or also payable from, or secured by a pledge of, any other source of funds or revenues of the City.

(b) Allocations and Uses. The City shall apply the Net Sales and Use Tax Proceeds, when and as received, for the following purposes and in the following order:

(1) 6.250% of the Net Sales and Use Tax Proceeds (the “Reserve Allocation”)^[1] shall be allocated and applied by the City as follows:

(i) 1.875% shall be held in reserve for the sole benefit of the City Board of Education of the City of Vestavia Hills, Alabama; and

(ii) 4.375% shall be held in reserve by the City for Capital Projects.

(2) 25.000% of the Net Sales and Use Tax Proceeds (the “Capital Project and School Allocation”) shall be allocated and applied as follows:

(i) first, for the payment, or the provision for payment, in each Fiscal Year of all amounts of principal of, premium (if any) and interest on Obligations incurred to finance or refinance Capital Projects becoming due and payable in such Fiscal Year;

(ii) second, for the payment of the costs of Capital Projects in such Fiscal Year; and

(iii) third, for public school purposes or such other lawful purposes as needed, as directed by the City Council, to the extent of the amount, if any, of the Capital Project and School Allocation remaining in such Fiscal Year after application for the foregoing purposes thereof.

(3) 68.750% of the Net Sales and Use Tax Proceeds (the “General Purposes Allocation”) shall be allocated and applied for any lawful purpose as directed by the City Council, including without limitation the payment, or the provision for payment, in each Fiscal Year of the principal of, premium (if any) and interest on any Obligations becoming due and payable in such Fiscal Year.

^[1] The Reserve Allocation of 6.250% of Net Sales and Use Tax Proceeds equals 1/12th of 3/4ths of the Net Sales and Use Tax Proceeds, being in effect 1/12th of three cents (\$0.03) (the previous sales and use tax rate in effect under Ordinance No. 2317), and is used in the following percentages:

(i) 30% of the Reserve Allocation (being 1.875% of Net Sales and Use Tax Proceeds) for the City Board of Education of the City of Vestavia Hills, Alabama; and

(ii) 70% of the Reserve Allocation (being 4.375% of Net Sales and Use Tax Proceeds) for Capital Projects of the City.

(c) Pledge. The City may, pursuant to the applicable laws of the State of Alabama, pledge all, or any portion, of the Available Sales and Use Tax Proceeds for the benefit of any Obligations, subject to and in accordance with the following:

(1) the City shall not pledge any amount of the Available Sales and Use Tax Proceeds that is allocable to the levy and collection of the Sales and Use Taxes outside the corporate limits of the City; and

(2) the City reserves the right to apply, dedicate and use for any lawful purpose, as directed by the City Council, all Surplus Available Sales and Use Tax Proceeds in any Fiscal Year without regard to any pledge of the Available Sales and Use Tax Proceeds that shall then be in force and effect with respect to any Obligations.

(d) Amendment. The City reserves the right to make such amendments to this Section to provide for (1) a change in the then effective percentage allocation of the use of any of the Net Sales and Use Tax Proceeds or (2) the use of any portion of the Available Sales and Use Tax Proceeds for any particular purpose for which provision is not then made in this Section or in any amendment hereof, provided that prior thereto the City shall obtain an opinion of counsel with experience in the matters to be covered by such opinion that the use of Available Sales and Use Tax Proceeds for such purpose (i) is authorized by the applicable laws of the State of Alabama, (ii) is subject to, and will not adversely affect or impair, any pledge thereof for the benefit of any Obligations, and (iii) will not cause interest on any Obligations to be or become includable in (if then excludable from) the gross income of the owners of such Obligations for purposes of federal income taxation.

ARTICLE 5

Leasing Taxes

Section 5.01 Levy of Leasing Taxes

In addition to all other taxes now imposed by law, there is hereby levied and shall be collected as herein provided a privilege or license tax on each person engaging or continuing within the City in the business of leasing or renting tangible personal property at the rate of four percent (4%) of the gross proceeds derived by the lessor from the lease or rental of tangible personal property; provided, that the said privilege or license tax on each person engaging or continuing within the City in the business of leasing or renting any automotive vehicle or truck trailer, semitrailer or house trailer shall be at the rate of one percent (1%) of the gross proceeds derived by the lessor from the lease or rental of such automotive vehicle or truck trailer, semitrailer or house trailer; provided, further, that the tax levied by this section shall not apply to any leasing or rental, as lessor, by the state, or any municipality or county in the state, or any public corporation organized under the laws of the state; provided further, that the privilege or license tax on each person or firm engaging or continuing within this state in the business of the leasing and rental of linens and garments shall be at the rate of two percent (2%) of the gross proceeds derived by the lessor from the lease or rental of such linens and garments.

Section 5.02 Use of Proceeds of Leasing Tax

(a) Definitions. For purposes of this Section the following terms shall have the following meanings:

Net Leasing Tax Proceeds means the proceeds of the Leasing Tax received by the City in each Fiscal Year after deduction or payment therefrom of all costs of collection thereof.

Surplus Net Leasing Tax Proceeds means the aggregate amount of the Net Leasing Tax Proceeds remaining in each Fiscal Year after payment, or provision for payment, shall have been made from any funds or revenues of the City (including without limitation the Net Leasing Tax Proceeds) lawfully available therefor of all amounts of principal of, premium (if any) and interest on all of the following Obligations becoming due and payable in such Fiscal Year:

(1) all Obligations which are general obligations of the City payable from and secured by a pledge of the full faith, credit and taxing power of the City, without regard to whether any of such Obligations are, in whole or in part, also payable from, or secured by a pledge of, any other source of funds or revenues of the City; and

(2) all Obligations which are, in whole or in part, payable from and secured by a pledge of the Net Leasing Tax Proceeds, without regard to whether any of such Obligations are, in whole or in part, general obligations of the City or also payable from, or secured by a pledge of, any other source of funds or revenues of the City.

(b) Uses. The Net Leasing Tax Proceeds shall be allocated and applied for any lawful purpose as directed by the City Council, including without limitation the payment, or the provision for payment, in each Fiscal Year of the principal of, premium (if any) and interest on any Obligations becoming due and payable in such Fiscal Year.

(c) Pledge. The City may, pursuant to the applicable laws of the State of Alabama, pledge all, or any portion, of the Net Leasing Tax Proceeds for the benefit of any Obligations, subject to and in accordance with the following:

(1) the City shall not pledge any amount of the Net Leasing Tax Proceeds that is allocable to the levy and collection of the Leasing Tax outside the corporate limits of the City; and

(2) the City reserves the right to apply, dedicate and use for any lawful purpose, as directed by the City Council, all Surplus Net Leasing Tax Proceeds in any Fiscal Year without regard to any pledge of the Net Leasing Tax Proceeds that shall then be in force and effect with respect to any Obligations.

(d) Amendment. The City reserves the right to make such amendments to this Section to provide for the use of any portion of the Net Leasing Tax Proceeds for any particular purpose for which provision is not then made in this Section or in any amendment hereof, provided that prior thereto the City shall obtain an opinion of counsel with experience in the matters to be covered by such opinion that the use of Net Leasing Tax Proceeds for such purpose (i) is authorized by the applicable laws of the State of Alabama, (ii) is subject to, and will not adversely affect or impair, any pledge thereof for the benefit of any Obligations, and (iii) will not cause interest on any Obligations to be or become includable in (if then excludable from) the gross income of the owners of such Obligations for purposes of federal income taxation.

ARTICLE 6

Lodging Taxes

Section 6.01 Levy of Lodging Taxes

(a) There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging within the City in the business of renting or furnishing any room or rooms, lodgings or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of six percent (6%) of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. There is exempted from the tax levied under this section any rentals or services taxed under Section 4.01 of this Ordinance.

(b) The tax levied in Section 6.01(a) shall not apply to rooms, lodgings, or accommodations supplied: (i) for a period of 180 continuous days or more in any place; (ii) by camps, conference centers, or similar facilities operated by nonprofit organizations primarily for the benefit of, and in connection with, recreational or educational programs for children, students, or members or guests of other nonprofit organizations during any calendar year; or (iii) by privately operated camps, conference centers, or similar facilities that provide lodging and recreational or educational programs exclusively for the benefit of children, students or members or guests of nonprofit organizations during any calendar year.

Section 6.02 Use of Proceeds of Lodging Tax

(a) Definitions. For purposes of this Section the following terms shall have the following meanings:

Net Lodging Tax Proceeds means the proceeds of the Lodging Tax received by the City in each Fiscal Year after deduction or payment therefrom of all costs of collection thereof.

Surplus Net Lodging Tax Proceeds means the aggregate amount of the Net Lodging Tax Proceeds remaining in each Fiscal Year after payment, or provision for payment, shall have been made from any funds or revenues of the City (including without limitation the Net Lodging Tax Proceeds) lawfully available therefor of all amounts of principal of, premium (if any) and interest on all of the following Obligations becoming due and payable in such Fiscal Year:

(1) all Obligations which are general obligations of the City payable from and secured by a pledge of the full faith, credit and taxing power of the City, without regard to whether any of such Obligations are, in whole or in part, also payable from, or secured by a pledge of, any other source of funds or revenues of the City; and

(2) all Obligations which are, in whole or in part, payable from and secured by a pledge of the Net Lodging Tax Proceeds, without regard to whether any of such Obligations are, in whole or in part, general obligations of the City or also payable from, or secured by a pledge of, any other source of funds or revenues of the City.

(b) Uses. The Net Lodging Tax Proceeds shall be allocated and applied for any lawful purpose as directed by the City Council, including without limitation the payment, or the provision for payment, in each Fiscal Year of the principal of, premium (if any) and interest on any Obligations becoming due and payable in such Fiscal Year.

(c) Pledge. The City may, pursuant to the applicable laws of the State of Alabama, pledge all, or any portion, of the Net Lodging Tax Proceeds for the benefit of any Obligations, subject to and in accordance with the following:

(1) the City shall not pledge any amount of the Net Lodging Tax Proceeds that is allocable to the levy and collection of the Lodging Tax outside the corporate limits of the City; and

(2) the City reserves the right to apply, dedicate and use for any lawful purpose, as directed by the City Council, all Surplus Net Lodging Tax Proceeds in any Fiscal Year without regard to any pledge of the Net Lodging Tax Proceeds that shall then be in force and effect with respect to any Obligations.

(d) Amendment. The City reserves the right to make such amendments to this Section to provide for the use of any portion of the Net Lodging Tax Proceeds for any particular purpose for which provision is not then made in this Section or in any amendment hereof, provided that prior thereto the City shall obtain an opinion of counsel with experience in the matters to be covered by such opinion that the use of Net Lodging Tax Proceeds for such purpose (i) is authorized by the applicable laws of the State of Alabama, (ii) is subject to, and will not adversely affect or impair, any pledge thereof for the benefit of any Obligations, and (iii) will not cause interest on any Obligations to be or become includable in (if then excludable from) the gross income of the owners of such Obligations for purposes of federal income taxation.

ARTICLE 7

Operation of Ordinance

Section 7.01 Collection of Privilege, License and Excise Taxes

The City may provide, from time to time, by ordinance or resolution, for the collection of the Privilege, License and Excise Taxes, or any one or more thereof, by the City, or by the Alabama Department of Revenue, or by a private auditing and collecting firm (as defined in Section 40-23-3(17) of the Code of Alabama 1975 or any successor provision of law).

Section 7.02 Applicability and Incorporation of State Sales Tax Laws

(a) (1) The City shall administer and enforce the levy and collection of the Sales Taxes in accordance with the applicable provisions of the State Sales Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.

(2) Therefore, the Sales Taxes shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State Sales Tax Laws for the corresponding state tax levied thereunder.

(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Sales Tax Laws that are hereby made applicable to the Sales Taxes by this reference thereto as if set out in full herein.

Section 7.03 Applicability and Incorporation of State Use Tax Laws

(a) (1) The City shall administer and enforce the levy and collection of the Use Taxes in accordance with the applicable provisions of the State Use Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.

(2) Therefore, the Use Taxes shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State Use Tax Laws for the corresponding state tax levied thereunder.

(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Use Tax Laws that are hereby made applicable to the Use Taxes by this reference thereto as if set out in full herein.

Section 7.04 Applicability and Incorporation of State Leasing Tax Laws

(a) (1) The City shall administer and enforce the levy and collection of the Leasing Tax in accordance with the applicable provisions of the State Leasing Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.

(2) Therefore, the Leasing Tax shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State Leasing Tax Laws for the corresponding state tax levied thereunder.

(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Leasing Tax Laws that are hereby made applicable to the Leasing Tax by this reference thereto as if set out in full herein.

Section 7.05 Applicability and Incorporation of State Lodging Tax Laws

(a) (1) The City shall administer and enforce the levy and collection of the Lodging Tax in accordance with the applicable provisions of the State Lodging Tax Laws for the administration and enforcement of the corresponding state tax levied thereunder, including without limitation all such provisions providing for the assessment, administration, collection, payment, imposition of penalties, record-keeping, reporting and making returns, and enforcement of said corresponding state tax.

(2) Therefore, the Lodging Tax shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, provisions, rules and regulations promulgated under the Alabama Administrative Procedure Act, direct-pay permit and drive-out certificate procedures, statutes of limitation, penalties, fines, punishments, and deductions as are provided by the State Lodging Tax Laws for the corresponding state tax levied thereunder.

(b) In furtherance thereof, the City does hereby incorporate herein and make a part hereof all provisions of the State Lodging Tax Laws that are hereby made applicable to the Lodging Tax by this reference thereto as if set out in full herein.

Section 7.06 Interest on Tax Delinquency; Refund

To the extent permitted by law (including without limitation Section 11-51-208(f) of the Code of Alabama 1975), the City shall:

(a) assess interest on any amount of the Privilege, License and Excise Taxes which shall not be paid when due at the applicable interest rate determined and adjusted from time to time by the Alabama Department of Revenue in accordance with Section 40-1-44 of the Code of Alabama 1975 (or any successor provision of law) from the date such amount became due until paid in full, which assessment of interest shall be made by the City in accordance with Section 40-23-2.1 of the Code of Alabama 1975 (or any successor provision of law) and shall be due and payable in arrears on such dates as shall be determined by the City; and

(b) pay interest, at the same rate charged by the City on tax delinquencies, on any refund of taxes erroneously paid (within the meaning of Section 11-51-208(f) of the Code of Alabama 1975.

Section 7.07 Discount for Prompt Payment

A discount equal to five percent (5%) of the first one hundred dollars (\$100) of each monthly installment of the taxes herein levied and two percent (2%) of that portion of each monthly installment of the said taxes in excess of one hundred dollars (\$100), but not to exceed a maximum discount of four hundred dollars (\$400.00) per month to each taxpayer, shall be allowed to each taxpayer on the filing of the monthly report with respect to such taxes, upon payment of the amount of such monthly installment (minus said discount) at or prior to the time when such installment is required herein to be paid. If the report is not filed and payment is not made within the time provided with respect to any monthly installment of the tax herein levied, the taxpayer shall not be entitled to the said discount with respect to that monthly installment but shall pay the full amount of the tax then due, together with the applicable interest provided in Section 7.06 hereof.

ARTICLE 8

Privilege, License and Excise Taxes Cumulative

The Privilege, License and Excise Taxes are cumulative with, and in addition to, any and all licenses and taxes now or hereafter authorized to be levied and collected, or levied and collected, by the City.

ARTICLE 9

Provisions of General Application

Section 9.01 Authorization of Officers

The Mayor, City Manager, Finance Director, and City Clerk of the City are hereby authorized and directed to take all such actions, and execute, deliver, file and record such documents, instruments, notices, and proceedings, as shall be necessary, desirable, or required by applicable law or governmental authority, to carry out and effect the provisions of this Ordinance and provide for the levy and collection of the Privilege, License and Excise Taxes as provided in this Ordinance.

Section 9.02 Severability

If any provision or term of this Ordinance shall be inoperative or unenforceable, in general or as applied in any particular case, such provision or term shall thereupon be ineffective therefor and all other provisions and terms of this Ordinance shall be and remain valid, enforceable, and in full force and effect without regard to such inoperative or unenforceable provision or term.

Section 9.03 Construction with Other Proceedings

In addition to the provisions of Section 3.02(a) hereof, any order, ordinance, resolution, or other proceeding of the City in conflict or inconsistent with any provision of this Ordinance, is hereby, to the extent of such conflict or inconsistency, repealed.

Section 9.04 Effectiveness of Ordinance

This Ordinance shall take effect upon adoption hereof and publication as required by law.

* * * * *

Duly Passed and Adopted this ____ day of _____, 2018.

Mayor

SEAL

City Clerk

CERTIFICATE OF PUBLICATION

The undersigned City Clerk of the City of Vestavia Hills, Alabama, hereby certifies that the above and foregoing Ordinance No. 2747 was published by me in *The Birmingham News*, a newspaper published in Jefferson County, Alabama, and of general circulation in the City of Vestavia Hills, Alabama, in the issue thereof published on _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Vestavia Hills, Alabama, on this _____ day of _____, 2018.

City Clerk

S E A L

RESOLUTION NUMBER 4951-A

**A RESOLUTION AMENDING RESOLUTION NUMBER 4951 -
AUTHORIZING THE MAYOR AND CITY MANAGER TO CONTINUE
WITH THE IMPLEMENTATION OF PHASE TWO AND PHASE THREE
OF THE COMMUNITY SPACES PLAN PURSUANT TO A CONTRACT
WITH THE PROGRAM MANAGER**

WHEREAS, the City Council of Vestavia Hills adopted and approved Resolution Number 4951 to begin the implementation stage of its Community Spaces Plan and acknowledged 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 selected TCU Consulting Services, LLC as the Community Spaces Plan Program Manager whose contract is attached as exhibit B; and

WHEREAS, said contract was 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, the City Council examined said budget and allocated funding from the Capital Project Fund and General Obligations Warrants Fund to cover the expense of Phase One with the adoption of Resolution Number 4951, along with additional funding and services during Phase One for Architectural, Civil Engineering, and Operational Planning; and

WHEREAS, the City Manager and Finance Director have 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 Two Services, and Phase Three Services; 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 Two Services and Phase Three Services.

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

1. Pursuant to the existing contract with TCU Consulting Services, LLC, the City Manager is hereby authorized to expend the following amounts from the Capital Project Fund and General Obligations Warrants Fund:
 - a. Phase Two Services \$373,650
 - b. Phase Three Services \$1,002,000
2. This Resolution Number 4951-A shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 9th day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

May 5, 2017

By Hand Delivery

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

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

Dear Mr. Downes:

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

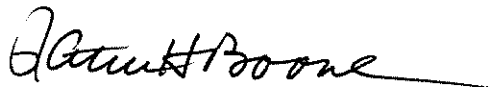
I reviewed the proposed Agreement and exhibits and am of the opinion that the documents meet the requirements of Alabama law. I have no recommendations for deletions or modifications. However, I do recommend that TCU add the following required language to the contract:

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

I have enclosed copies of both statutes.

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

Very truly yours,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
Enclosures

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

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

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

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

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

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

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

HISTORY:

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

Editor's notes.

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

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

Effective dates.

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

2012 amendments.

The 2012 amendment rewrote the section.

RESEARCH REFERENCES AND PRACTICE AIDS

Related statutes.

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

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

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HISTORY:

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

2014 amendments.

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

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

**CHAPTER 16
PUBLIC CONTRACTS**

Article 1. General Provisions.

Section

41-16-5. Definitions; boycott limitations.

Article 2. Competitive Bidding on Public Contracts Generally.

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

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

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

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

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

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

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

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

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

41-16-72. Professional services contracts.

**ARTICLE 1
GENERAL PROVISIONS**

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

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

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

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

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HISTORY:
Acts 2016, No

Effective dates
Acts 2016, No
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§ 41-16-21. I

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

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

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

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

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

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

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

HISTORY:

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

Effective dates.

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

ARTICLE 2

**COMPETITIVE BIDDING ON PUBLIC CONTRACTS
GENERALLY**

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

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



VESTAVIA HILLS

A LIFE ABOVE

Community Spaces Plan Implementation

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

Key Dates

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

Purpose

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

Restriction of Communication

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

Intent to Respond

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

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

Schedule and Delivery of Proposals

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

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

Inquiries Related to RFP

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

General Requirements

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

Scope of Services

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

Phase One Scope (Anticipated time frame: Three Months)

Program Budget Validation and Execution Strategy

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

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

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

Overall Program Budget Validation:

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

Phasing Plan:

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

Overall Master Schedule:

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

Recommendation Regarding Phase One Design Services Scope and Budget

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

Cash Flow:

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

Public Meetings:

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

Refinement of Program Vision and Coordination with Stakeholders

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

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

Pre-Construction Phase

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

Pre-Design Phase Program Management:

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

Design Phase Program Management:

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

for various categories of the Work.

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

Bid and Award Phase Program Management:

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

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

Phase Three Scope (Anticipated Time Frame: 24 months)

Construction Phase

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

Construction Phase Program Management:

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

and Designers.

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

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

Post-Construction Phase Program Management:

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

Overall Program Management

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

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

Scope of Services

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

Responses should be arranged in the following format:

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

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



VESTAVIA HILLS A COMPREHENSIVE PLAN FOR COMMUNITY SPACES

November 2016



WILLIAMS BLACKSTOCK ARCHITECTS



VESTAVIA HILLS A COMPREHENSIVE PLAN FOR COMMUNITY SPACES

November 2016

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

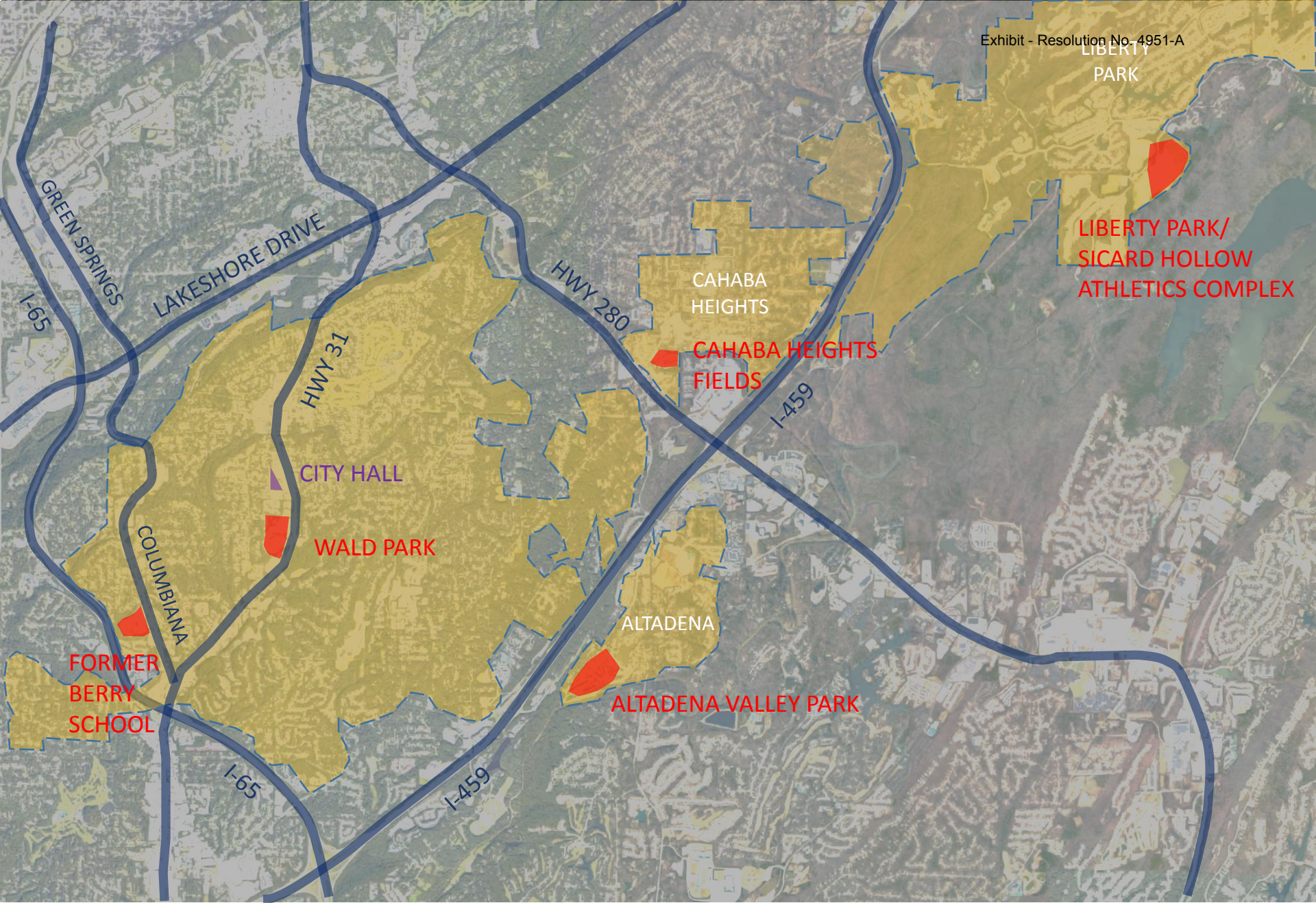
B. Multipurpose Center Option 2

C. Multipurpose Center Option 3

4. Community Center Development

5. Preliminary Budget

6. Appendix



LIBERTY
PARK

LIBERTY PARK/
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ATHLETICS COMPLEX

CAHABA
HEIGHTS

CAHABA HEIGHTS
FIELDS

CITY HALL

WALD PARK

ALTADENA

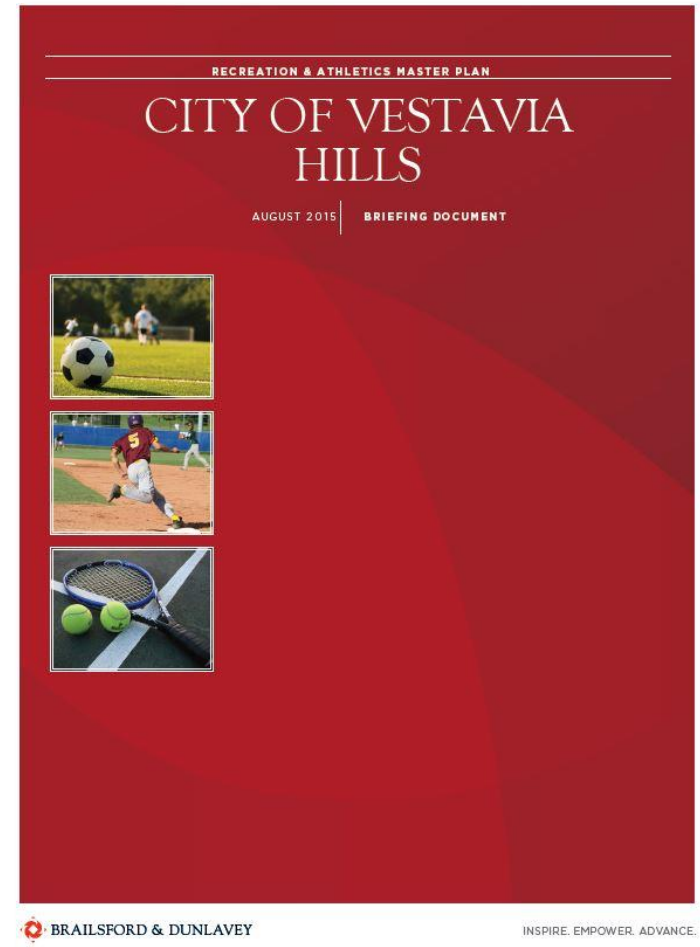
ALTADENA VALLEY PARK

FORMER
BERRY
SCHOOL

2015 Recreation & Athletics Master Plan

Exhibit - Resolution No. 4951-A

- 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

Exhibit – Resolution No. 4951-A

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

Exhibit - Resolution No. 4951-A

at Altadena Valley Park



2016 Planning Committee Recommendations

Exhibit - Resolution No. 4951-A

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

Exhibit - Resolution No. 4951-A

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 a large area with several baseball fields, tennis courts, and a central building complex. The park is surrounded by trees and residential areas. A road runs along the right side of the park. The text "2. Wald Park Master Plan Development" is overlaid in the center of the image.

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



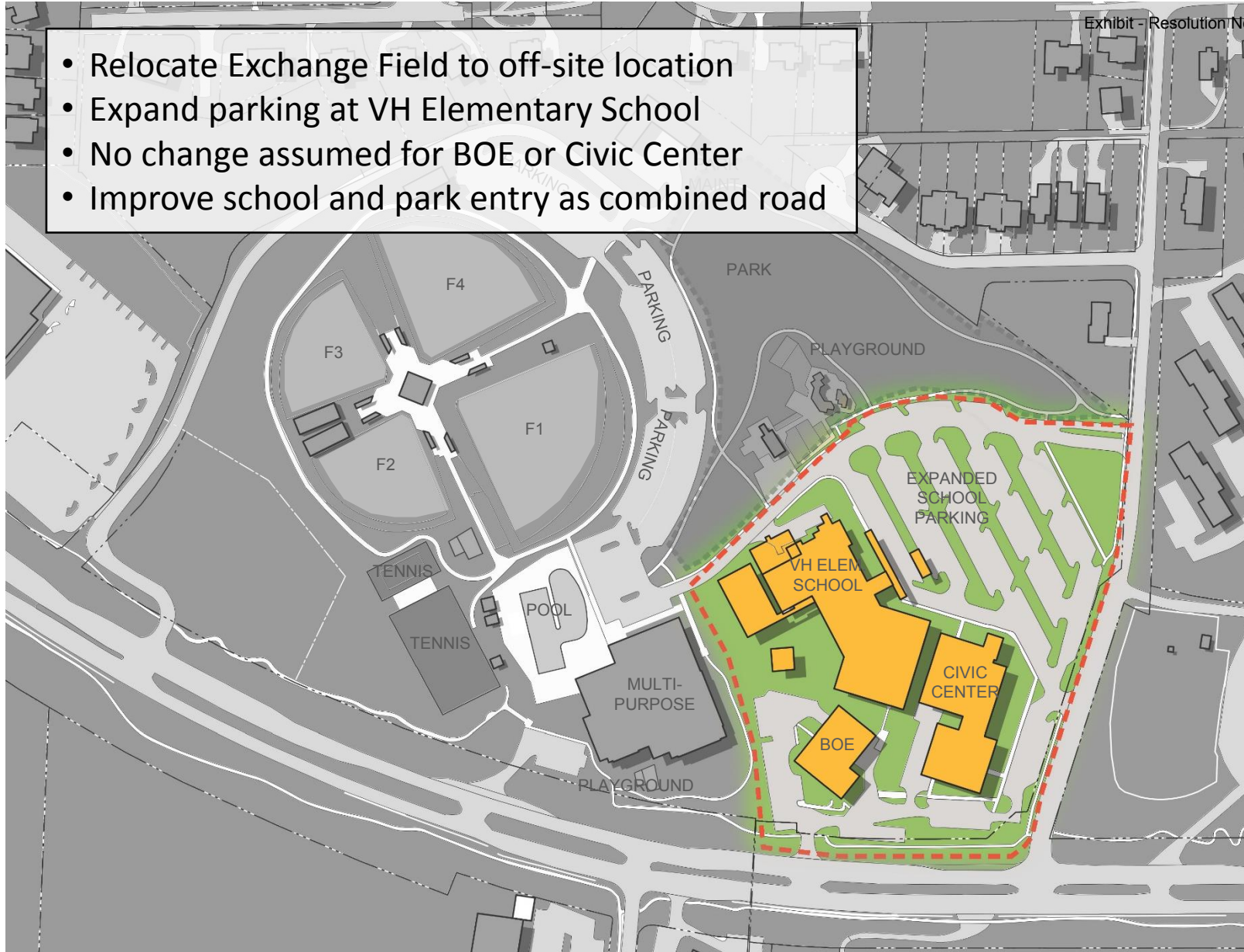


HOMWOOD CENTRAL PARK GREEN SPACE COMPARISON



**HOMEWOOD CENTRAL PARK
GREEN SPACE COMPARISON**

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



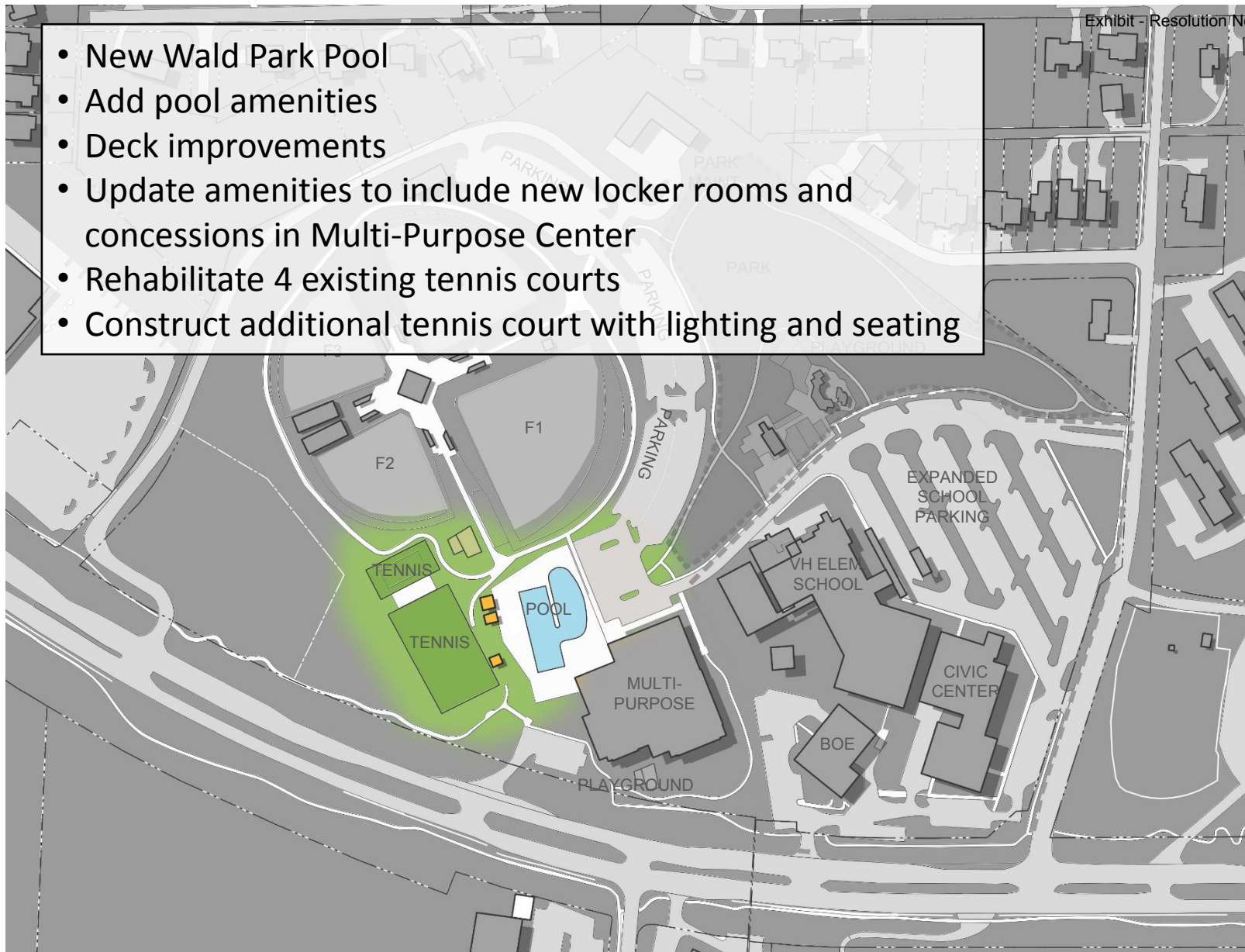
1 SITE PLAN
OPTION 1



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

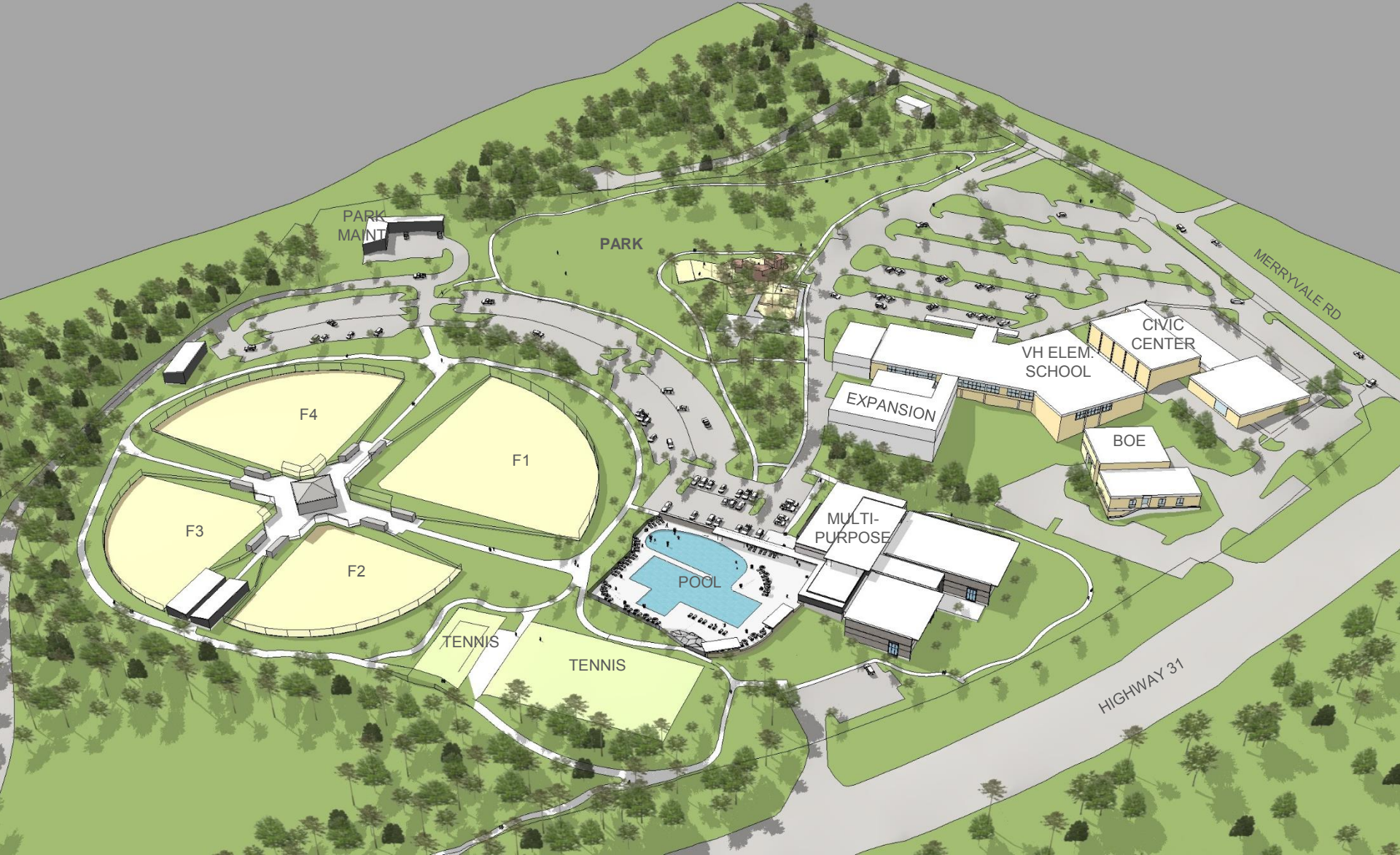


- New Wald Park Pool
- Add pool amenities
- Deck improvements
- Update amenities to include new locker rooms and concessions in Multi-Purpose Center
- Rehabilitate 4 existing tennis courts
- Construct additional tennis court with lighting and seating

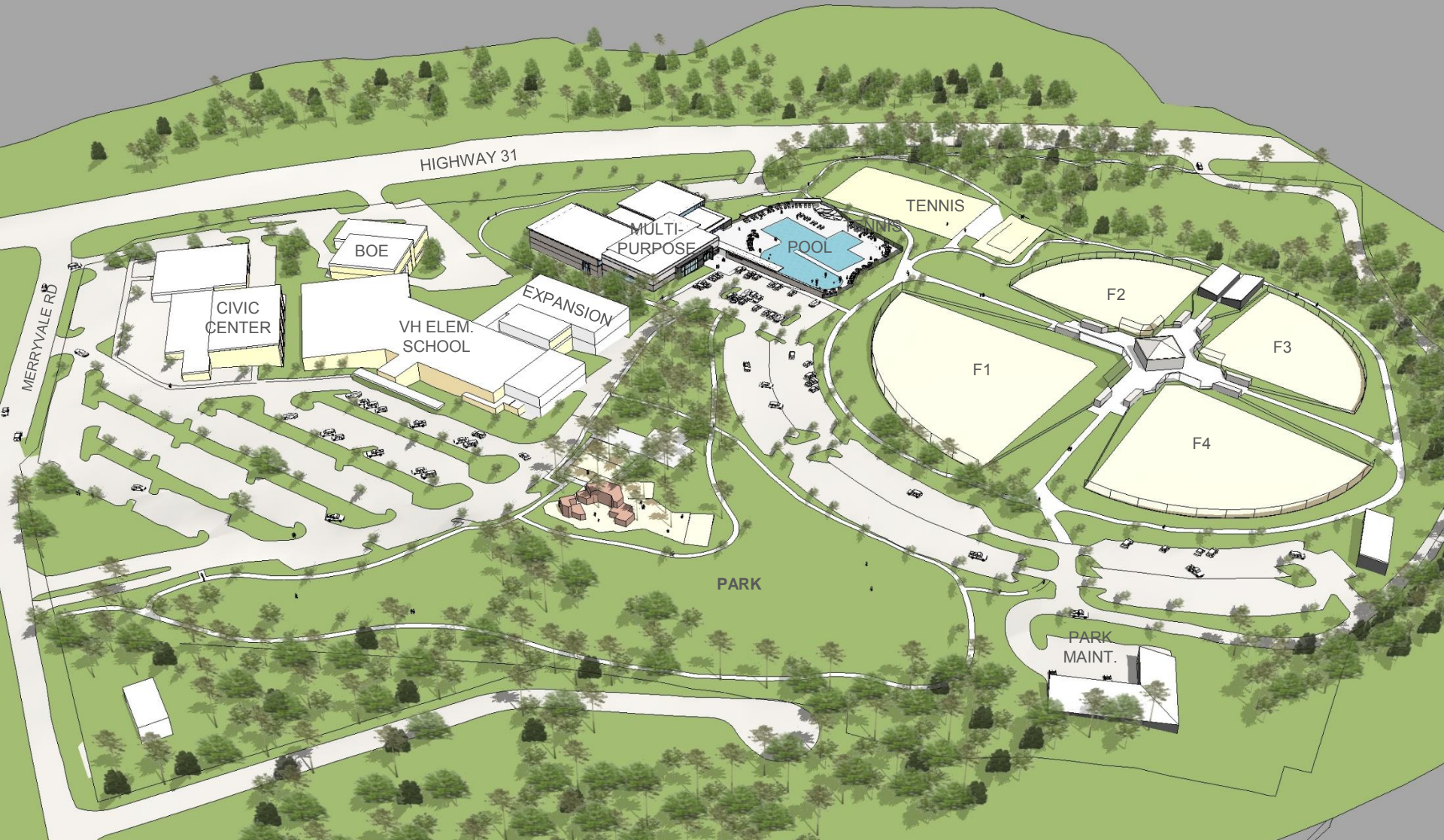


1 SITE PLAN
OPTION 1





1 SITE AERIAL
OPTION 1 – VIEW LOOKING EAST



1 SITE AERIAL
OPTION 1 – VIEW LOOKING WEST

OPTION **2**

SITE DEVELOPMENT OPTIONS



EXISTING SITE PLAN
WALD PARK AREA

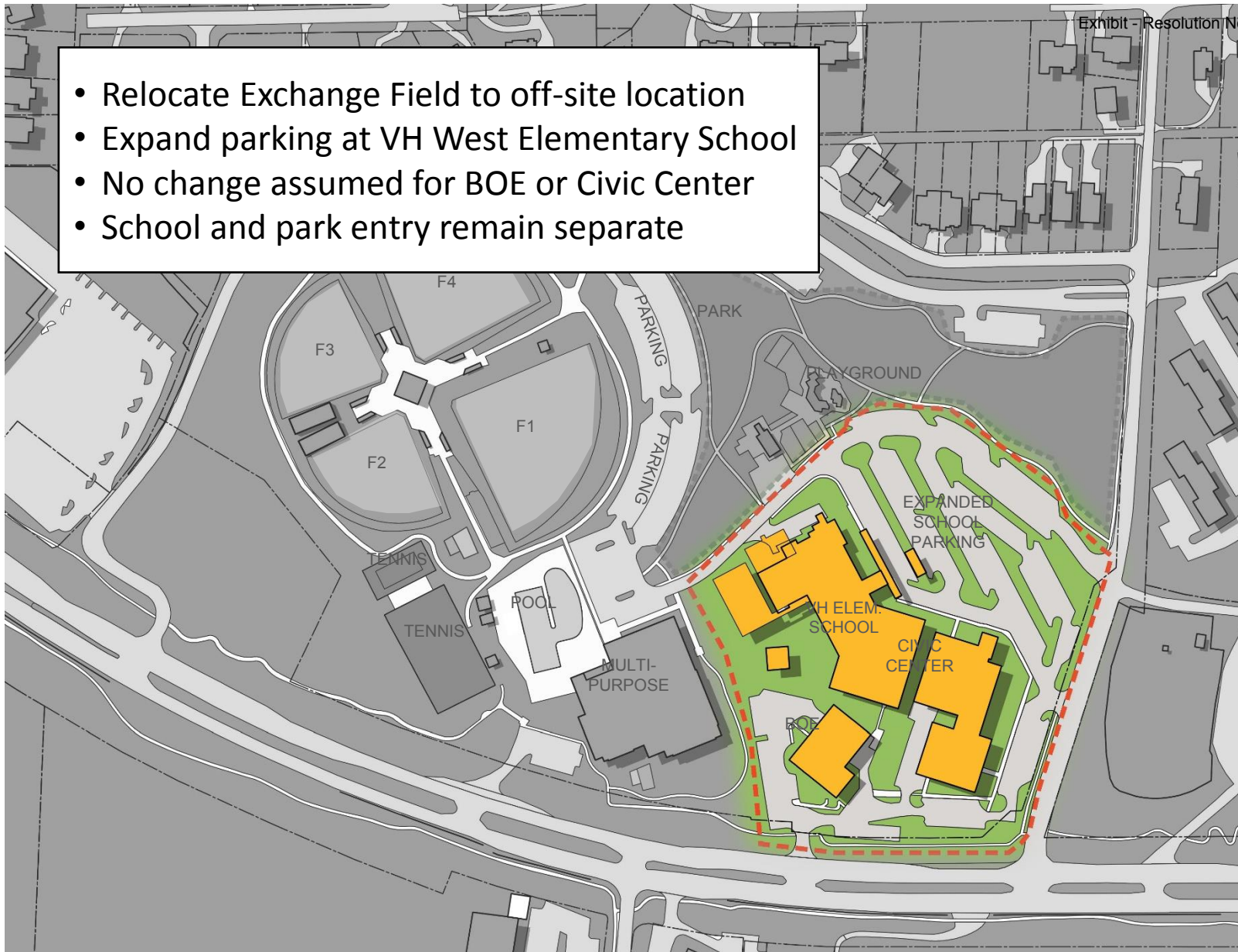




2 SITE PLAN
OPTION 2



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

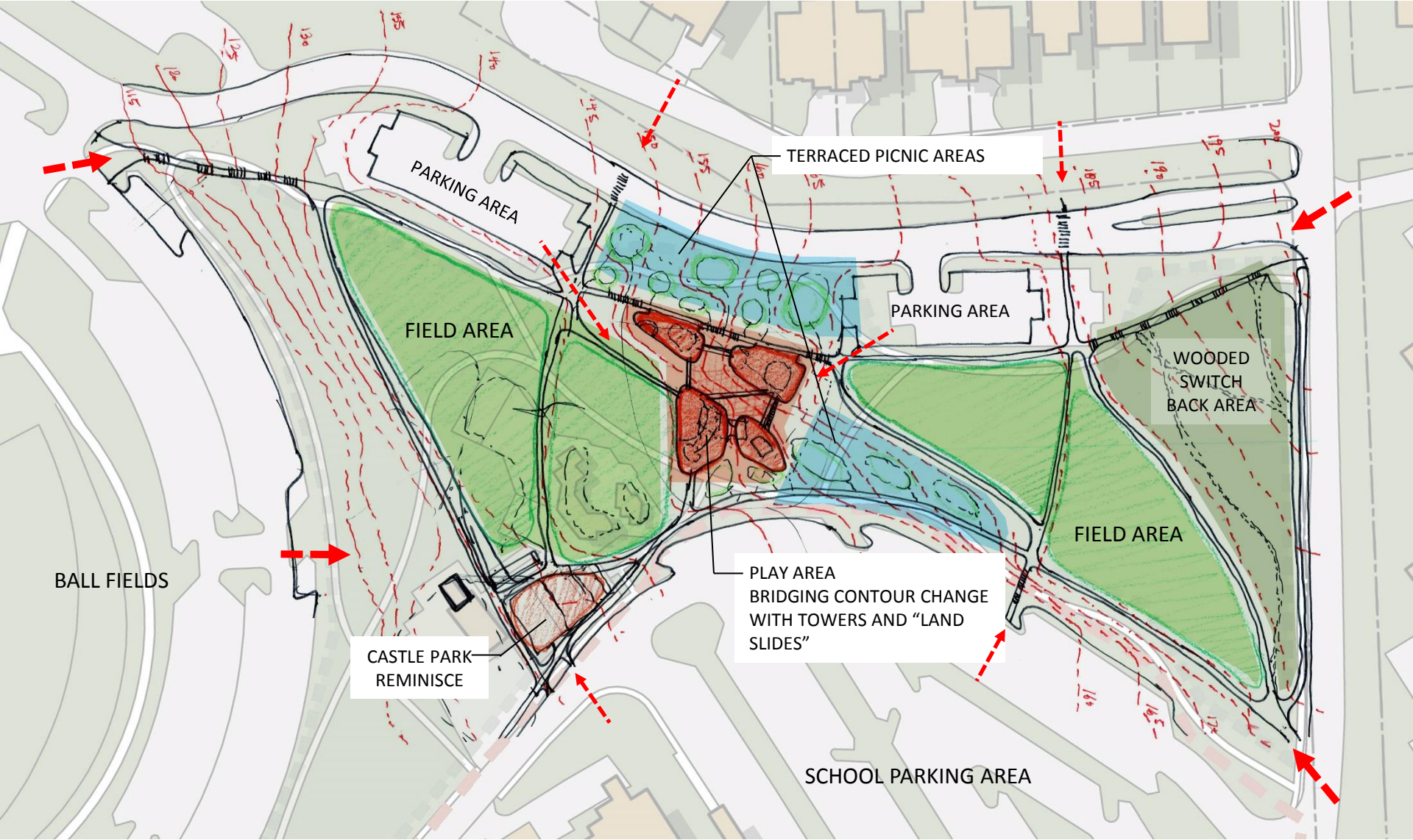


2 SITE PLAN
OPTION 2

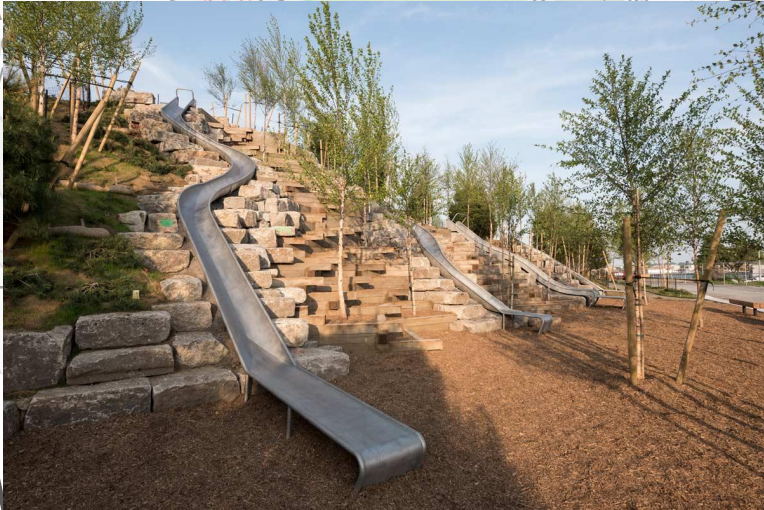
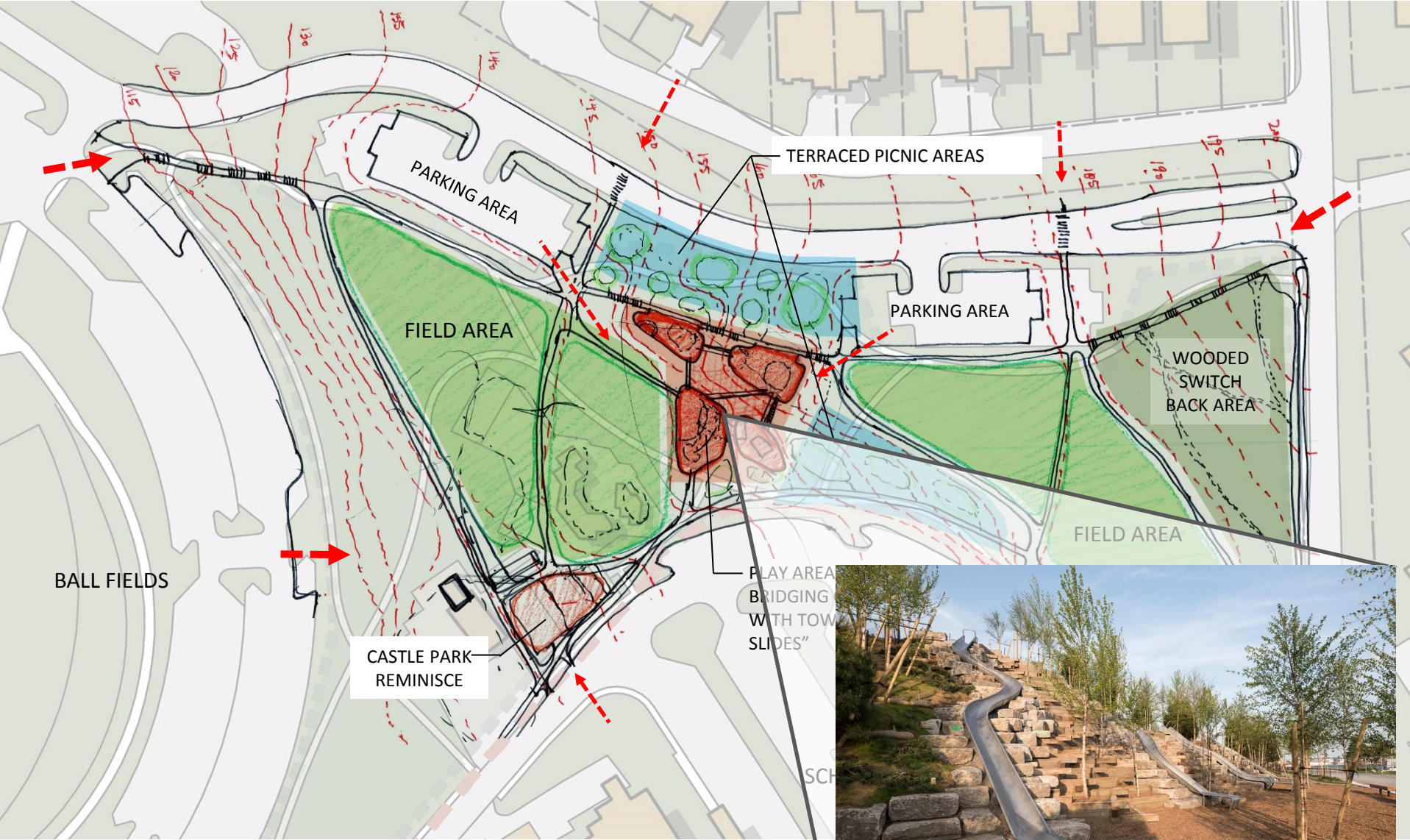


- Create premier park with passive green space, open fields, and walking paths
- Switchback trails for more challenges
- Pedestrian gateway from City Hall and new Community Center to Wald Park
- Improve play areas
- Additional parking at VH West Elementary School and near Premier Park





PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS



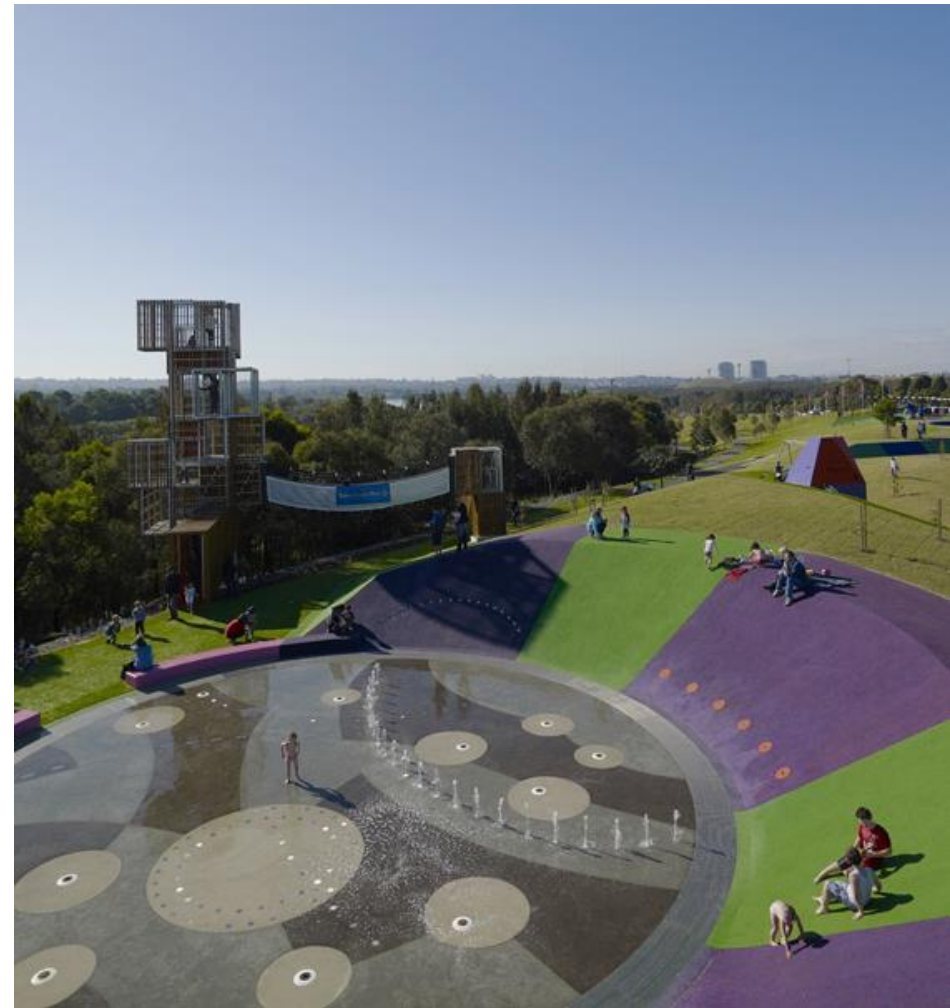
PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS



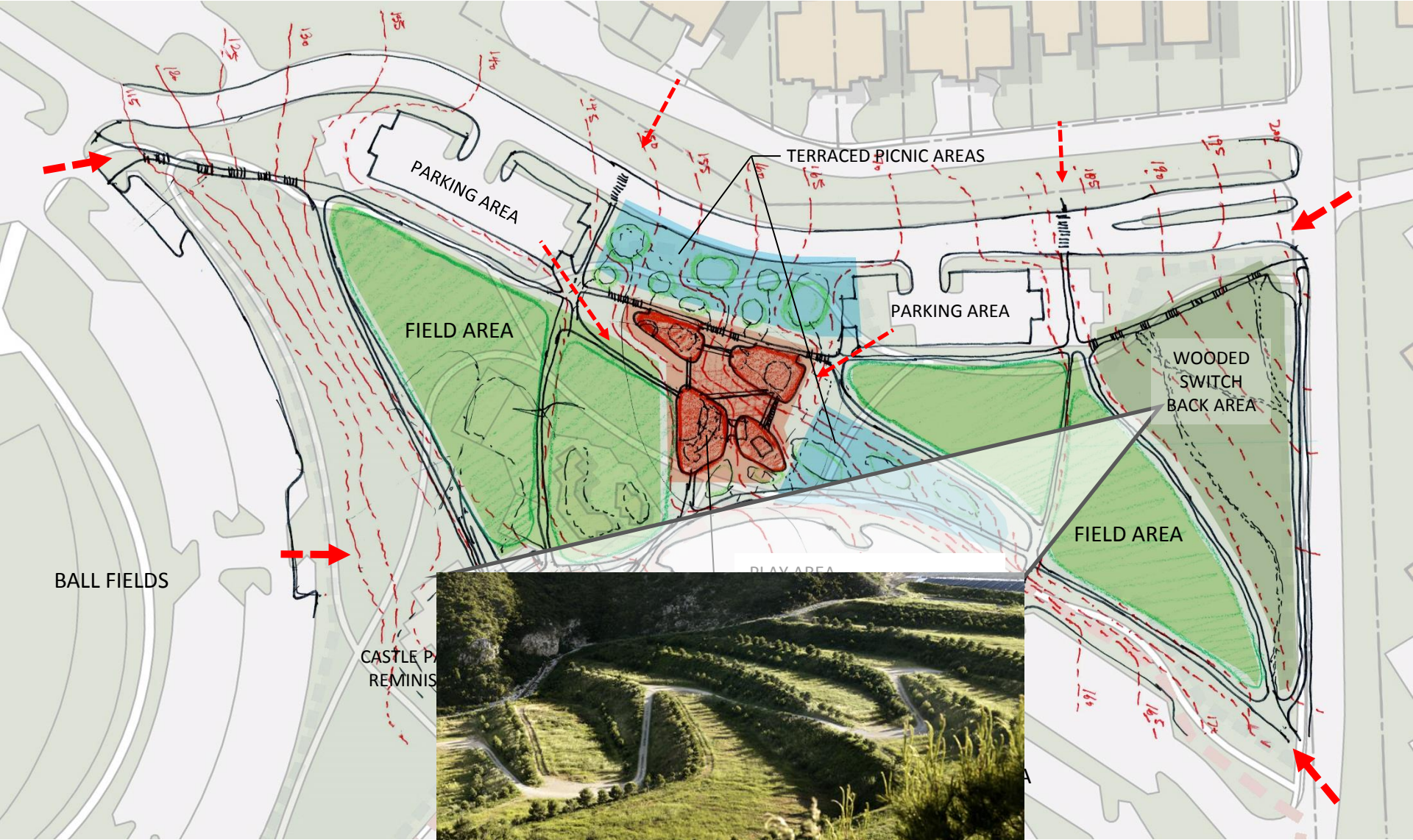
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



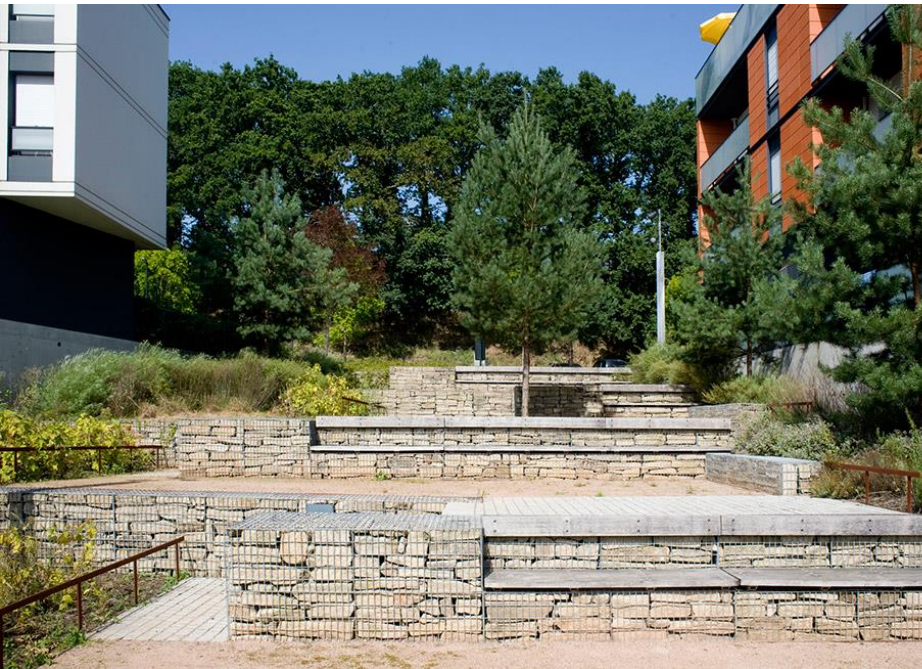
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS

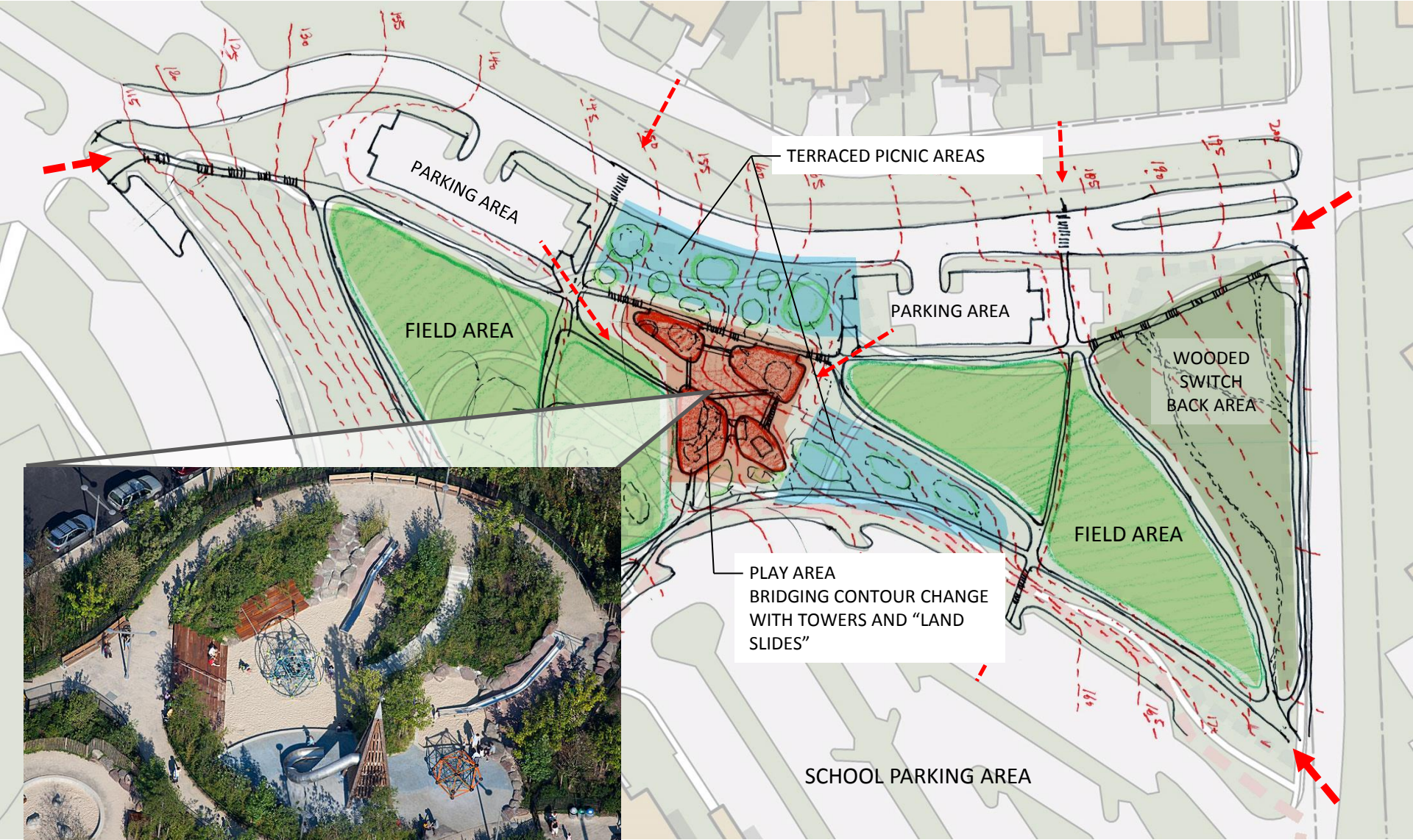


PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS





PREMIER PARK SKETCH
ACCESS AND CONTOUR IDEAS



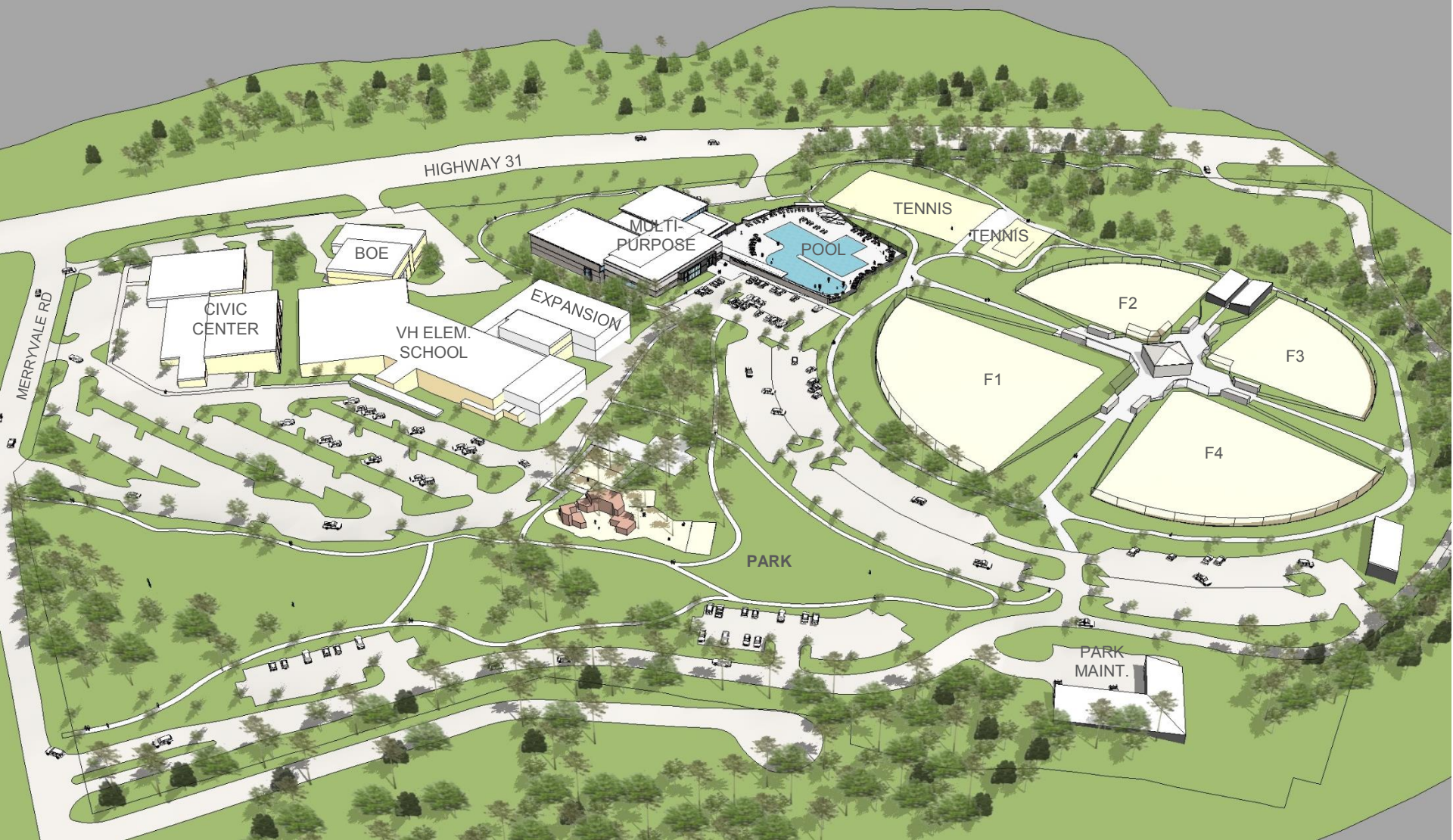
PLAYGROUND INSPIRATION – GROUND ELEMENTS
USE OF GRADE CHANGE AS AN ASSET WITH LONG SLIDES AND BRIDGES TO TOWER ELEMENTS



PLAYGROUND INSPIRATION – GROUND ELEMENTS



2 SITE PLAN
 OPTION 2 – AERIAL VIEW LOOKING EAST



2 SITE PLAN
OPTION 2 – AERIAL VIEW LOOKING EAST



1 SITE PLAN OPTION 1



2 SITE PLAN OPTION 2



3. Recreation Center Development

An aerial rendering of a proposed recreation center development. The site is a large, irregularly shaped plot of land, mostly green with some existing structures and parking lots. In the foreground, there are several baseball fields with brown dirt bases and green grass. To the right, there are several tennis courts with blue and red surfaces. In the center, there is a large swimming pool with a blue roof. The background shows a mix of residential houses, trees, and commercial buildings. A major road, likely a highway, runs along the right side of the site. The overall scene is a detailed architectural visualization of the proposed facility.

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



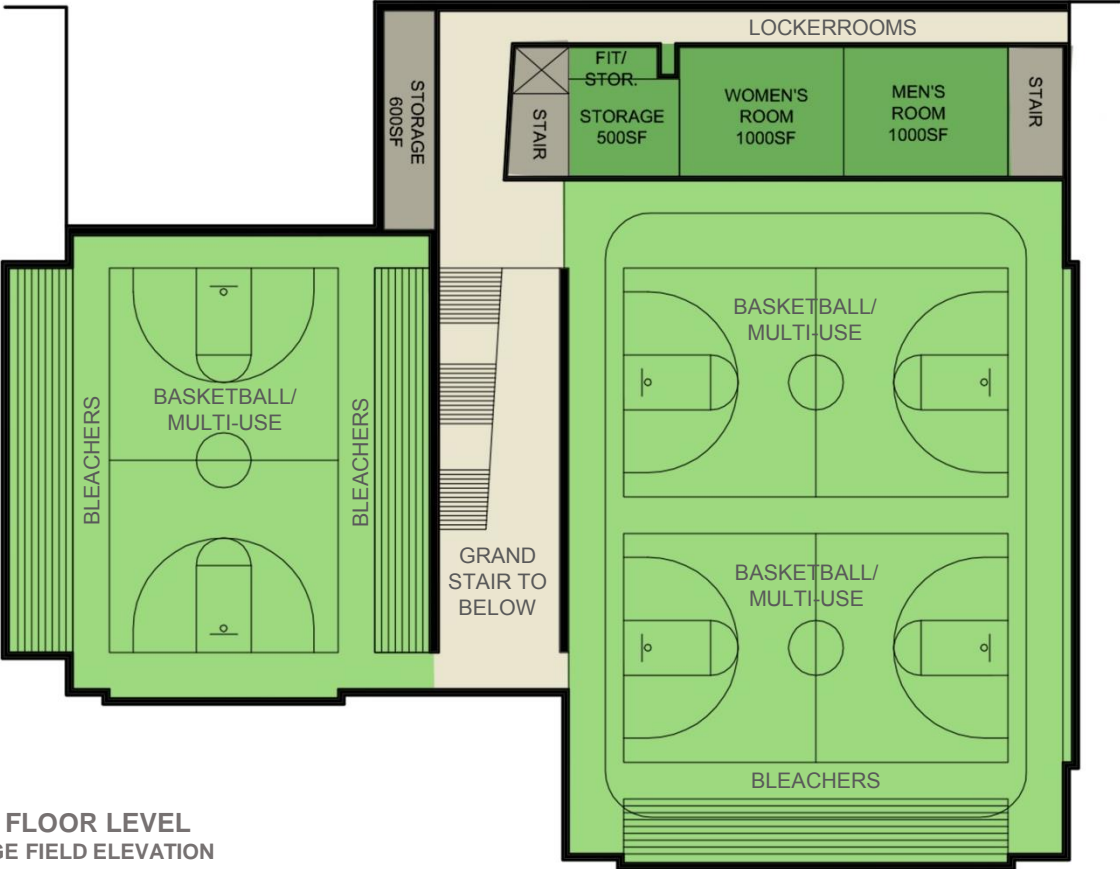
1 MULTI-PURPOSE CENTER SITE PLANS
OPTION 1

MAIN FLOOR LEVEL – POOL ELEVATION



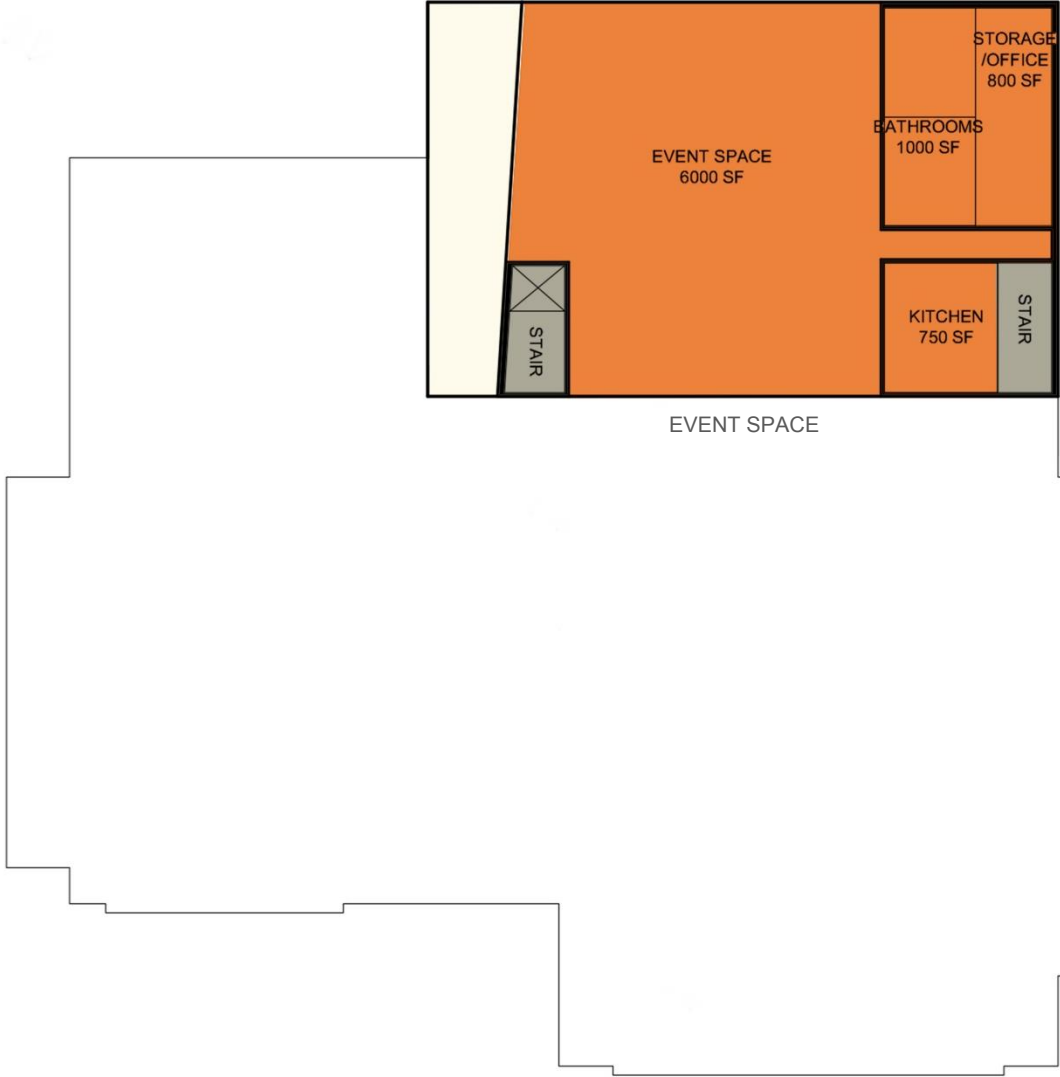
1 MULTI-PURPOSE CENTER PLANS

OPTION 1 - MAIN FLOOR LEVEL - POOL ELEVATION

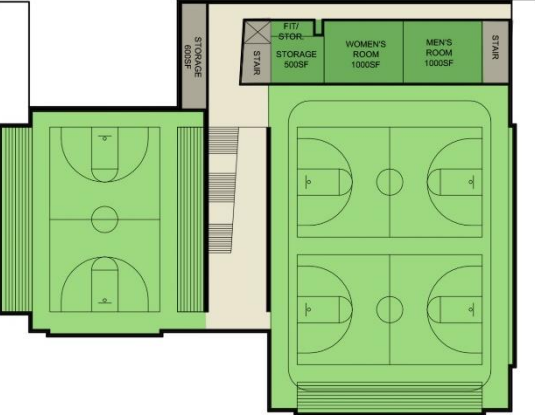


LOWER FLOOR LEVEL
EXCHANGE FIELD ELEVATION

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



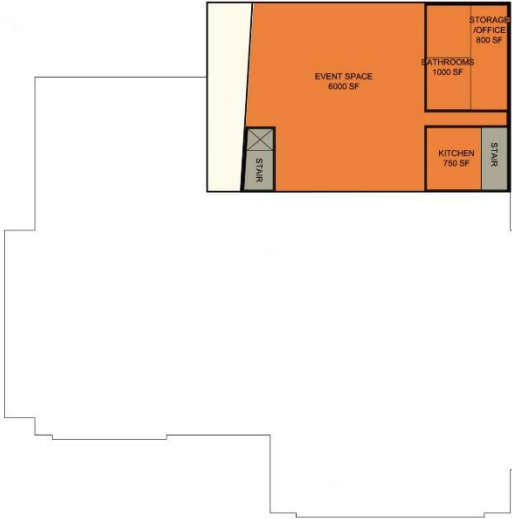
1 MULTI-PURPOSE CENTER PLANS
OPTION 1 - UPPER FLOOR LEVEL



LEVEL **G** - BASKETBALL LEVEL



LEVEL **1** - POOL LEVEL



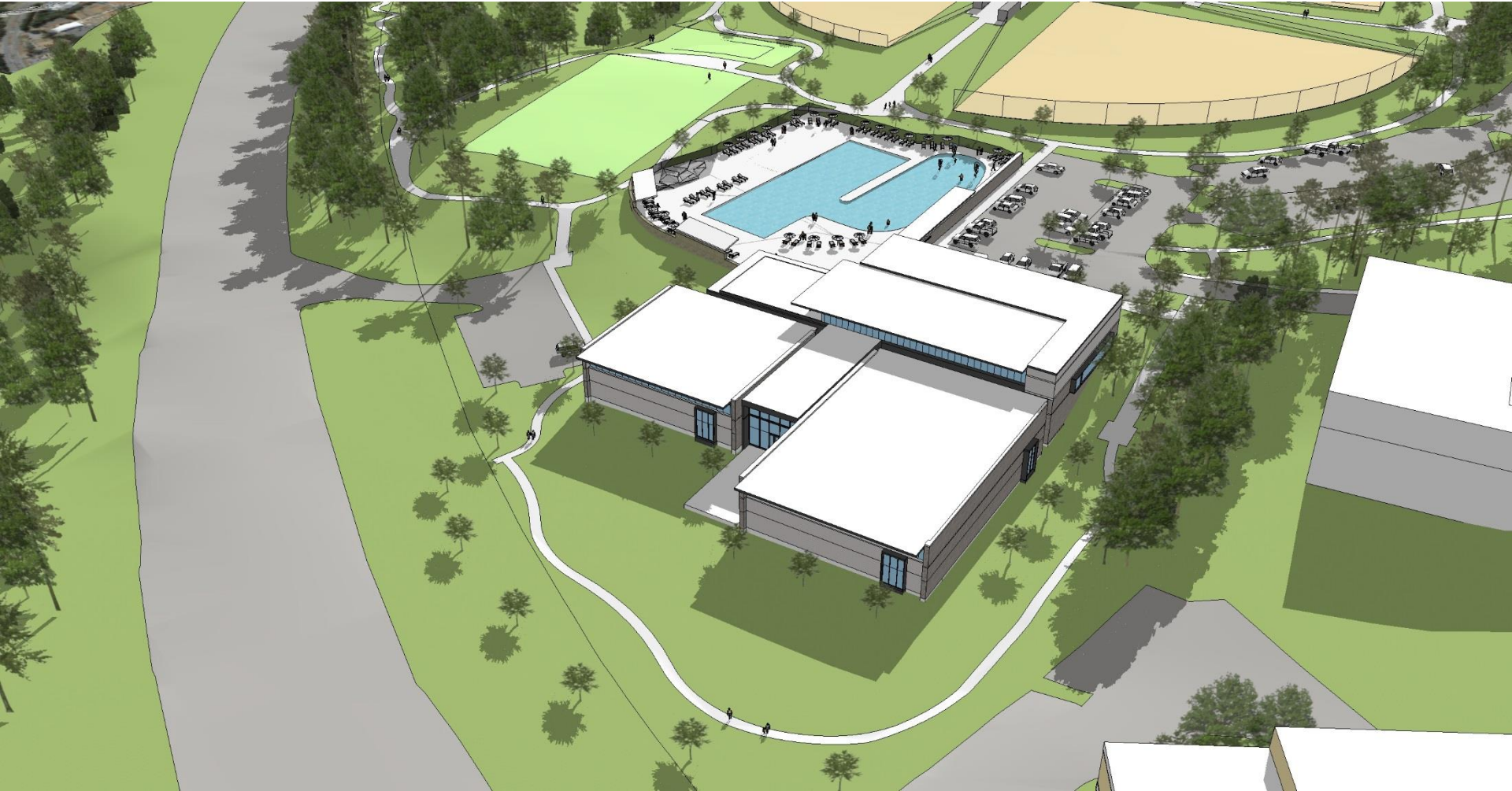
LEVEL **2** - EVENT SPACE

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



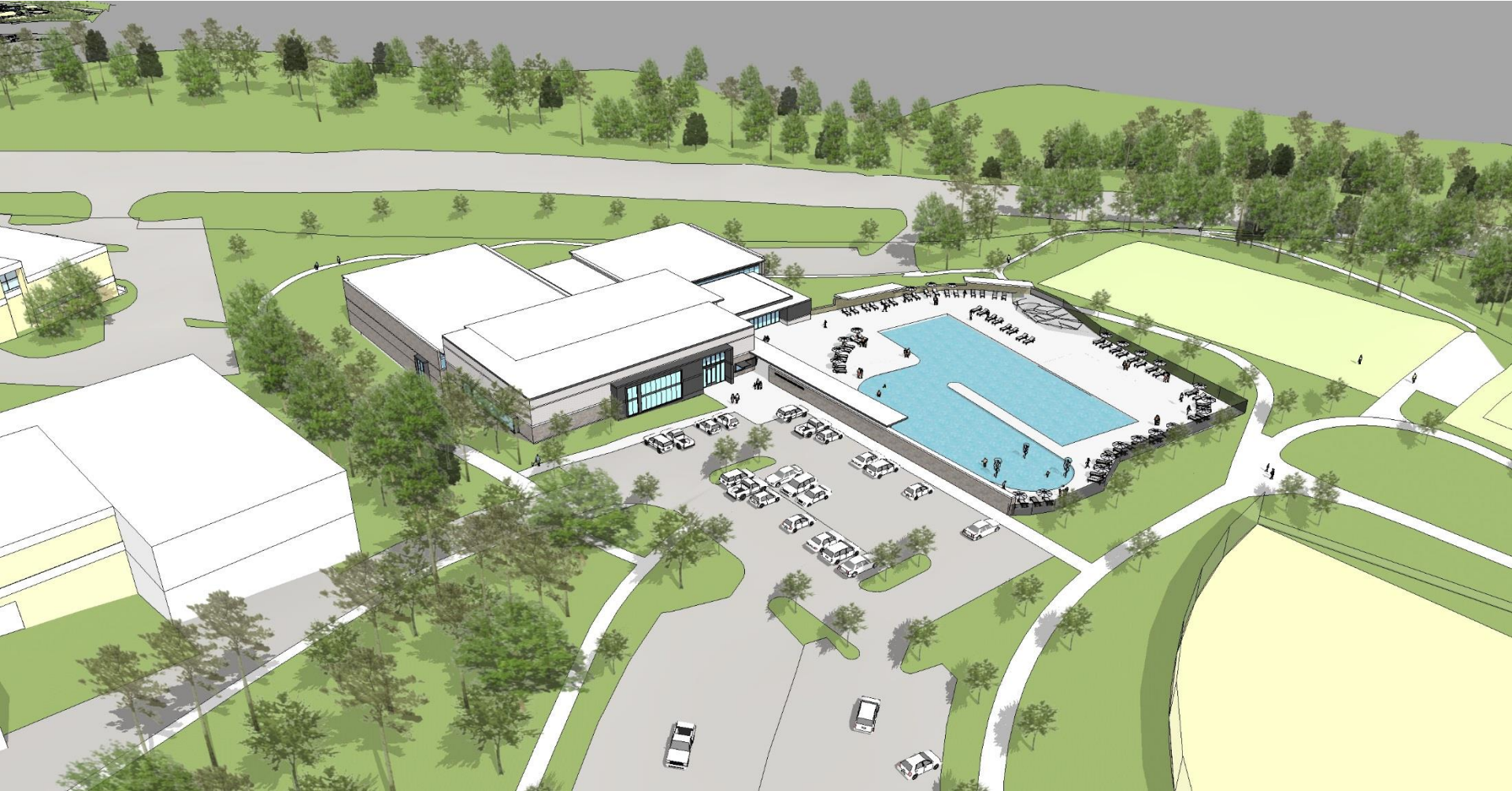
1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



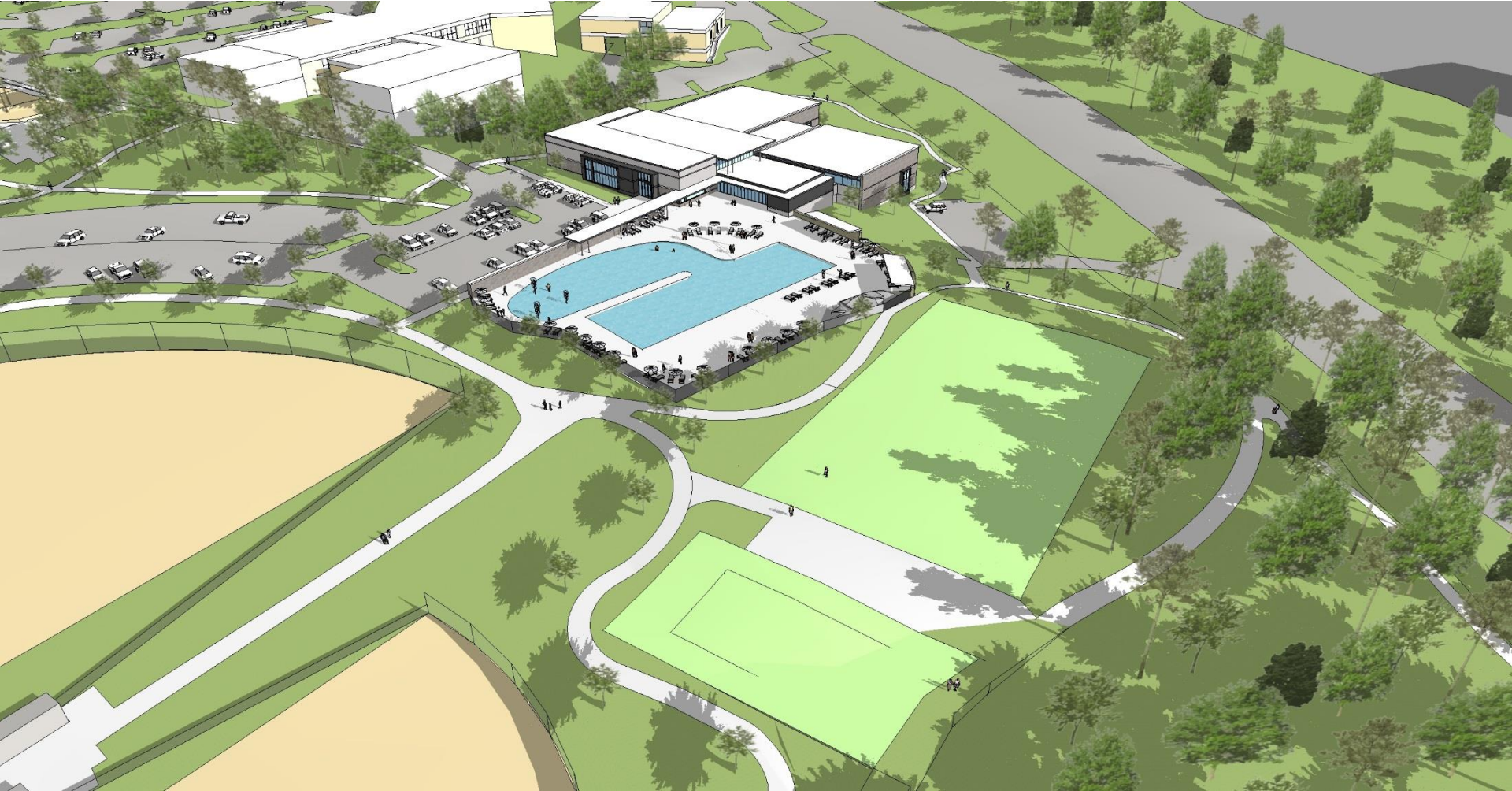
1 MULTI-PURPOSE CENTER VIEWS
OPTION 1



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**

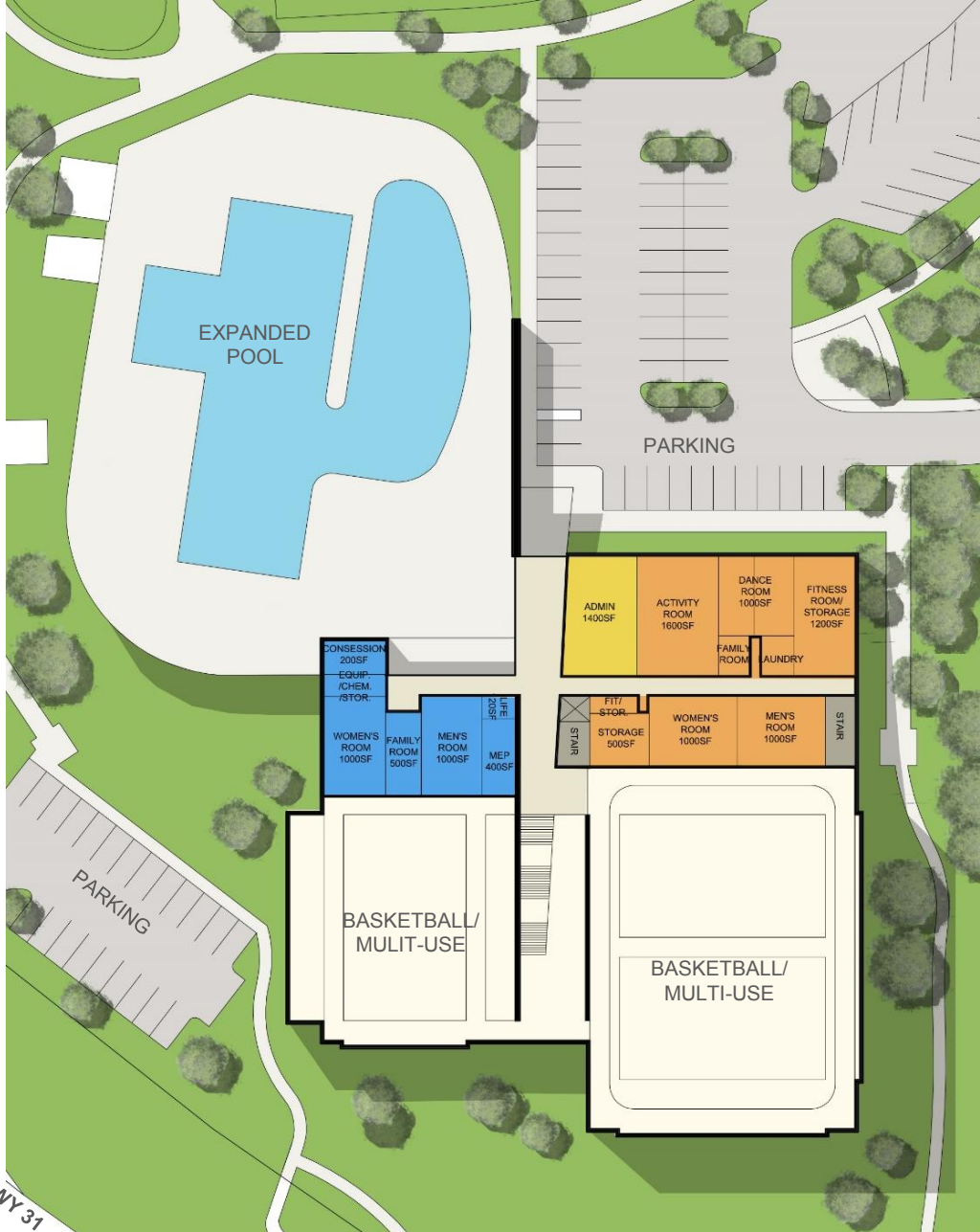
*MULTI-PURPOSE AND/OR CIVIC FUNCTIONS
TO BE LOCATED PARTIALLY AT WALD PARK
AND PARTIALLY OFF-SITE*

SPACE PROGRAM COMPONENTS

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

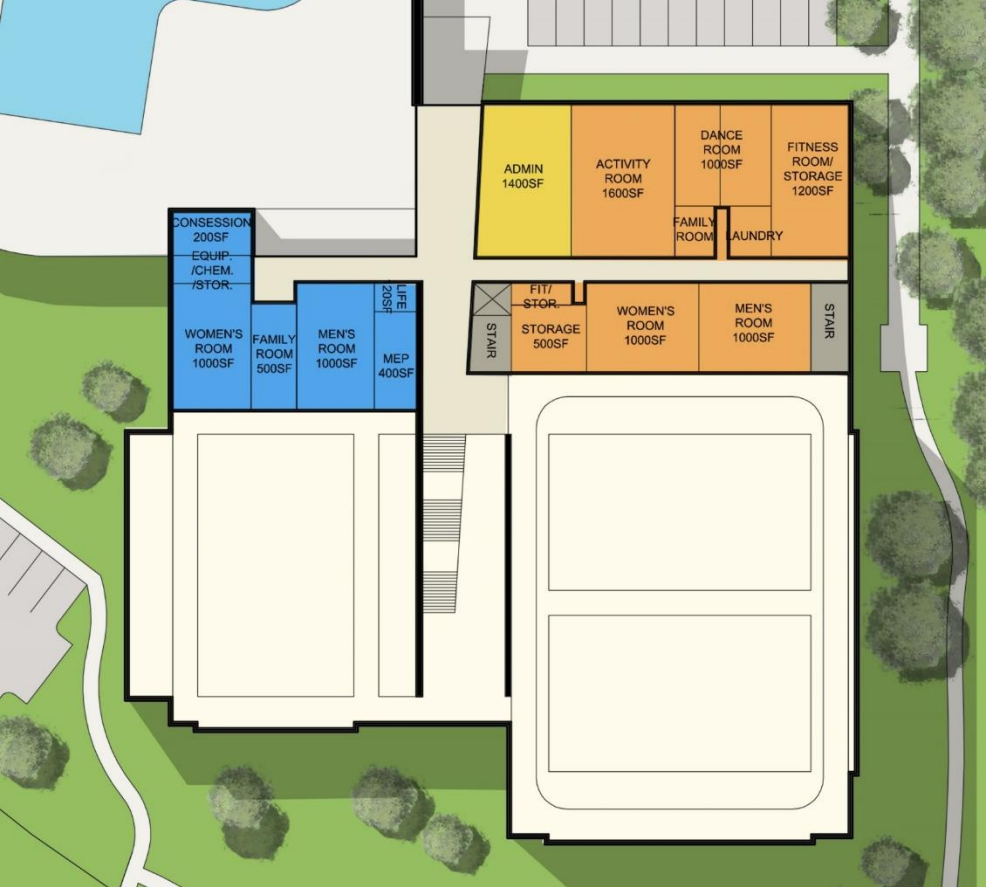
TOTAL SF – 53,000 SF +/-

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

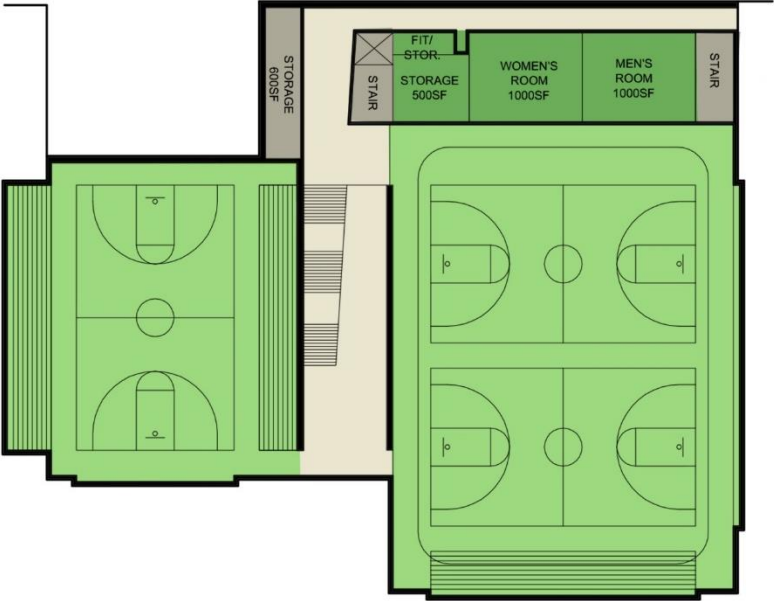


2 MULTI-PURPOSE CENTER SITE PLANS
OPTION 2

MAIN FLOOR LEVEL – POOL ELEVATION



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 +/-

2 MULTI-PURPOSE CENTER PLANS

BUILDING DEVELOPMENT OPTIONS

OPTION **3**

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

NONE LOCATED AT WALD PARK

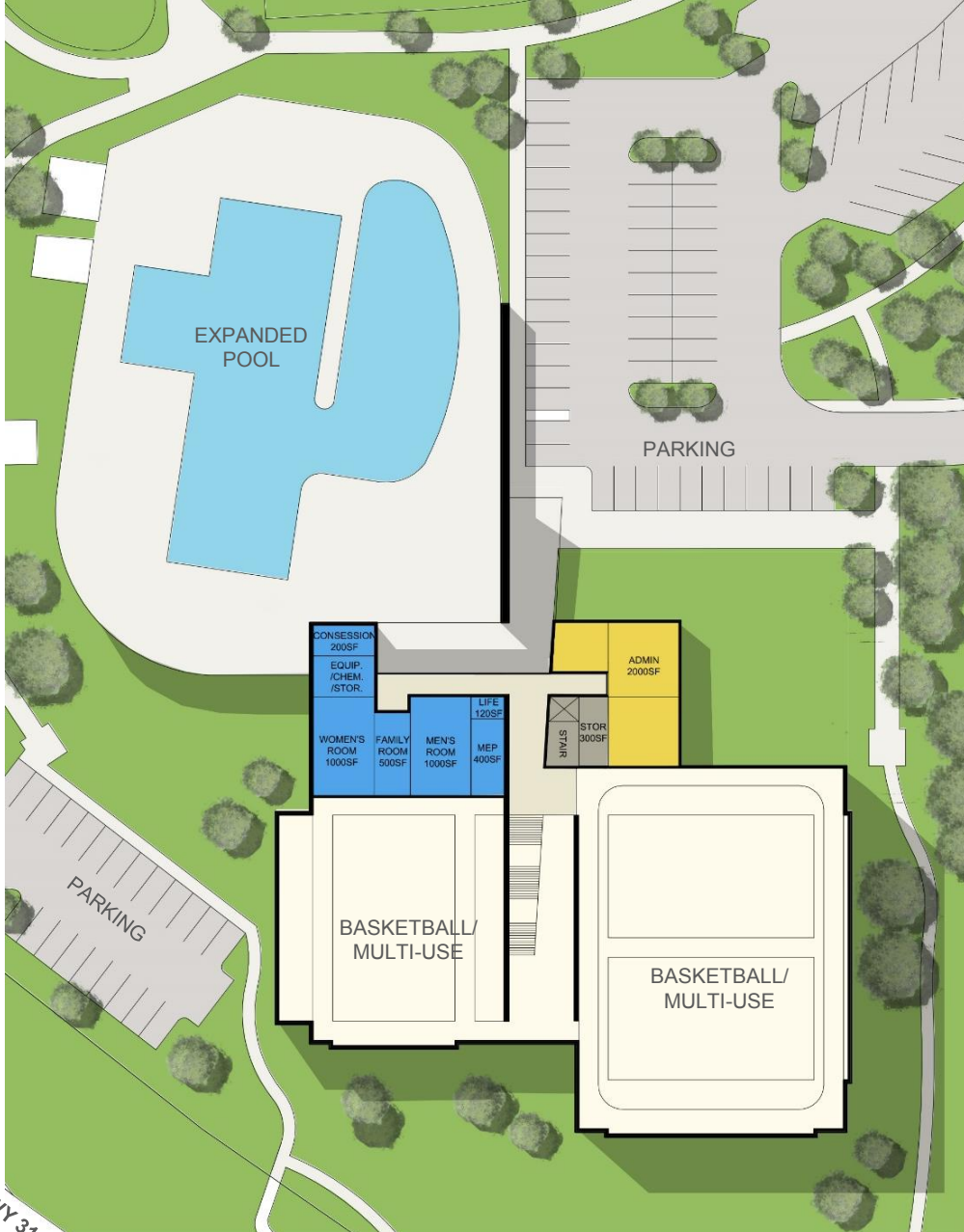
SPACE PROGRAM COMPONENTS

- 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**

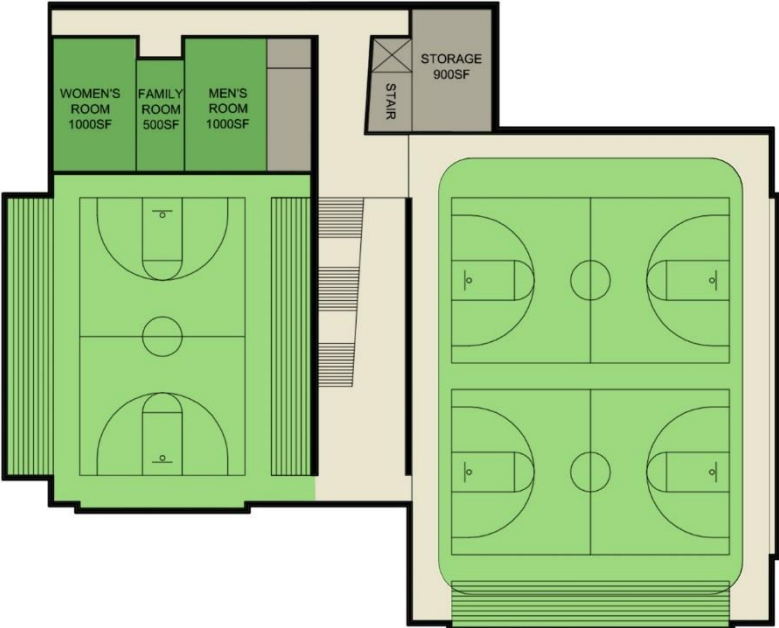
NONE AT WALD PARK



3 MULTI-PURPOSE CENTER
OPTION 3



LEVEL 1 - POOL LEVEL



LEVEL G - BASKETBALL LEVEL

SPACE PROGRAM COMPONENTS

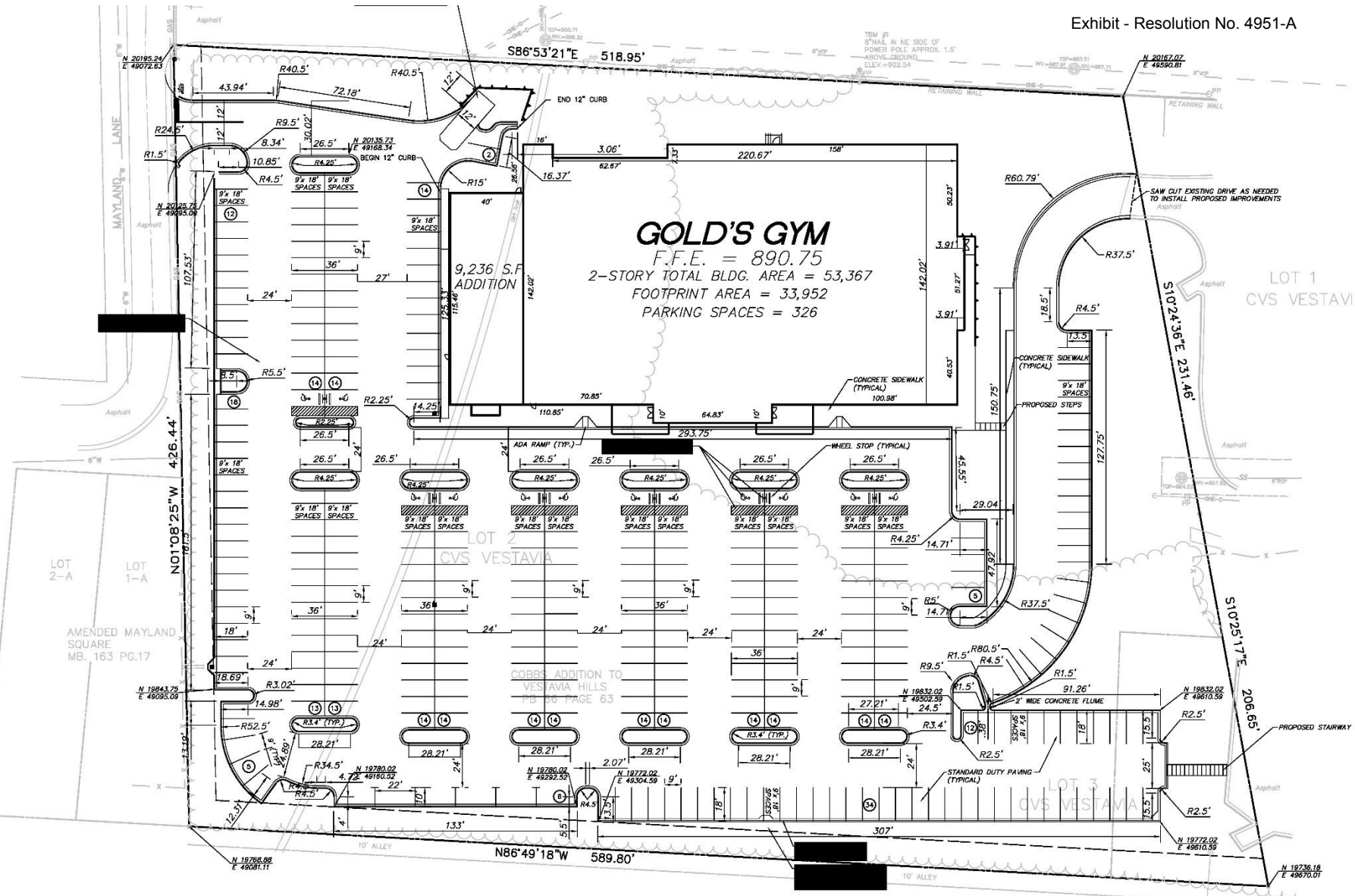
- 3 BASKETBALL/MULTI-USE COURTS
- POOL SUPPORT
- ADMINISTRATIVE SPACE

TOTAL SF - 45,000 SF +/-

3 MULTI-PURPOSE CENTER PLANS

4. Community Center Development





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

LOT 2
 CVS VESTAVIA

COBB'S ADDITION TO
 VESTAVIA HILLS
 PB 26 PAGE 63

LOT 3
 CVS VESTAVIA

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









Check out this
NEW!
FREE
Think- Moves
Smart

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

HYDRATE.
RESIZE.
LONE STAR
WATER

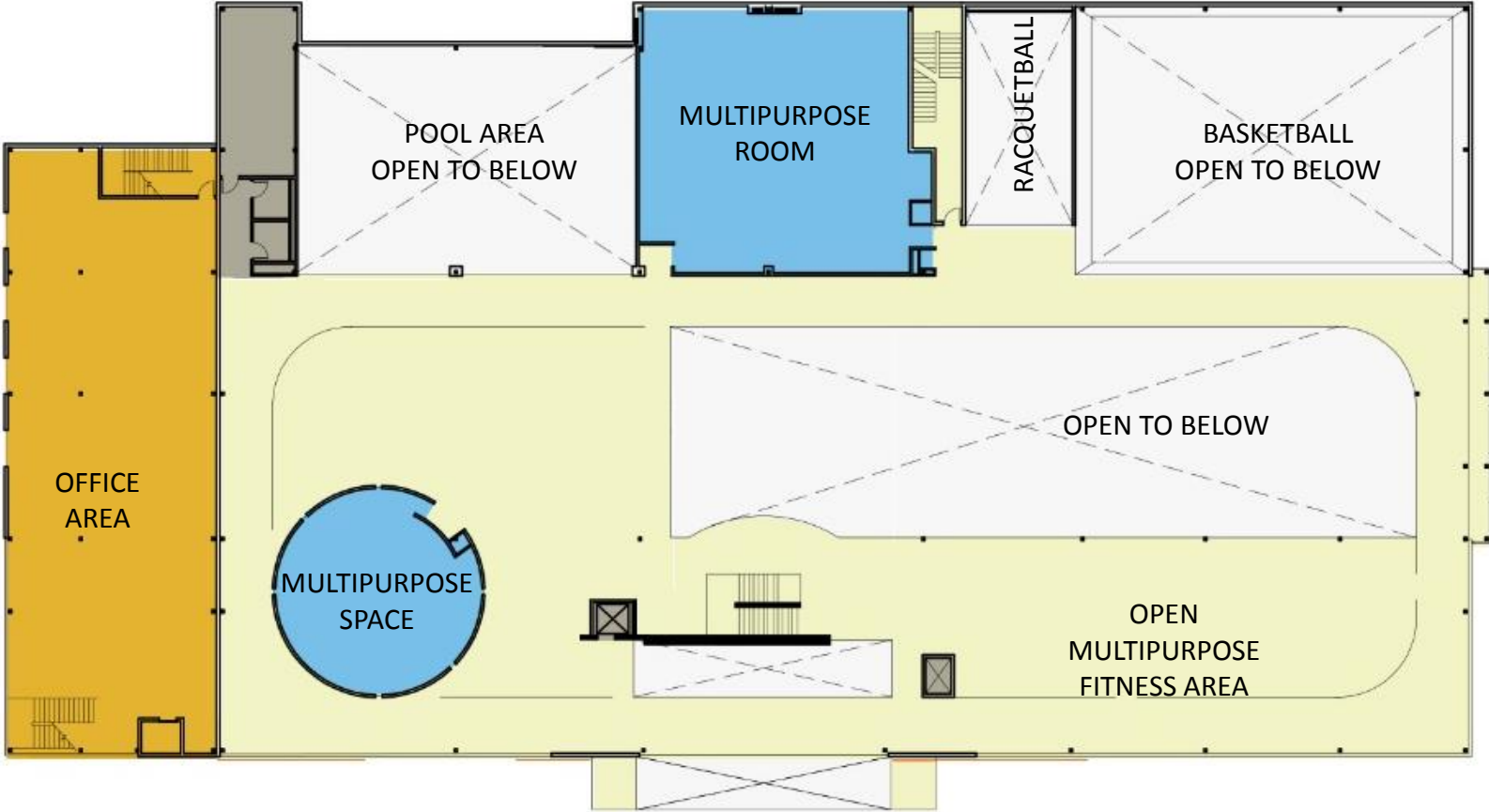
Coca-Cola







E GOLD'S GYM - EXISTING
1ST FLOOR



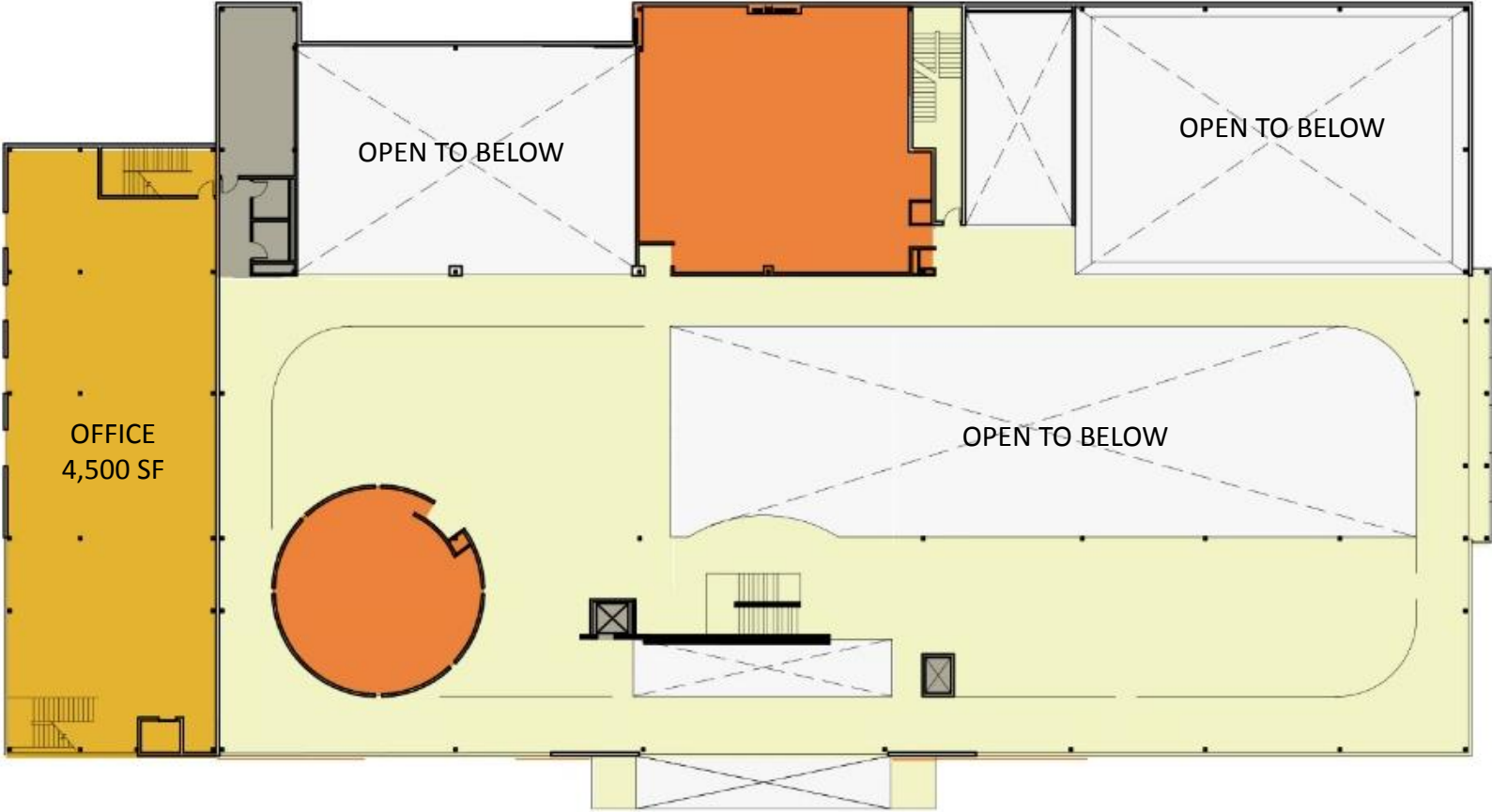
E GOLD'S GYM - EXISTING
2ND FLOOR



1 GOLD'S GYM – OPTION 1
1ST FLOOR

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

2ND FLOOR
AVAILABLE



OFFICE
4,500 SF

OPEN TO BELOW

OPEN TO BELOW

OPEN TO BELOW

1ST FLOOR

EVENT SPACE, PREFUNCTION AREA,
ADMIN, OFFICES

2ND FLOOR

AVAILABLE

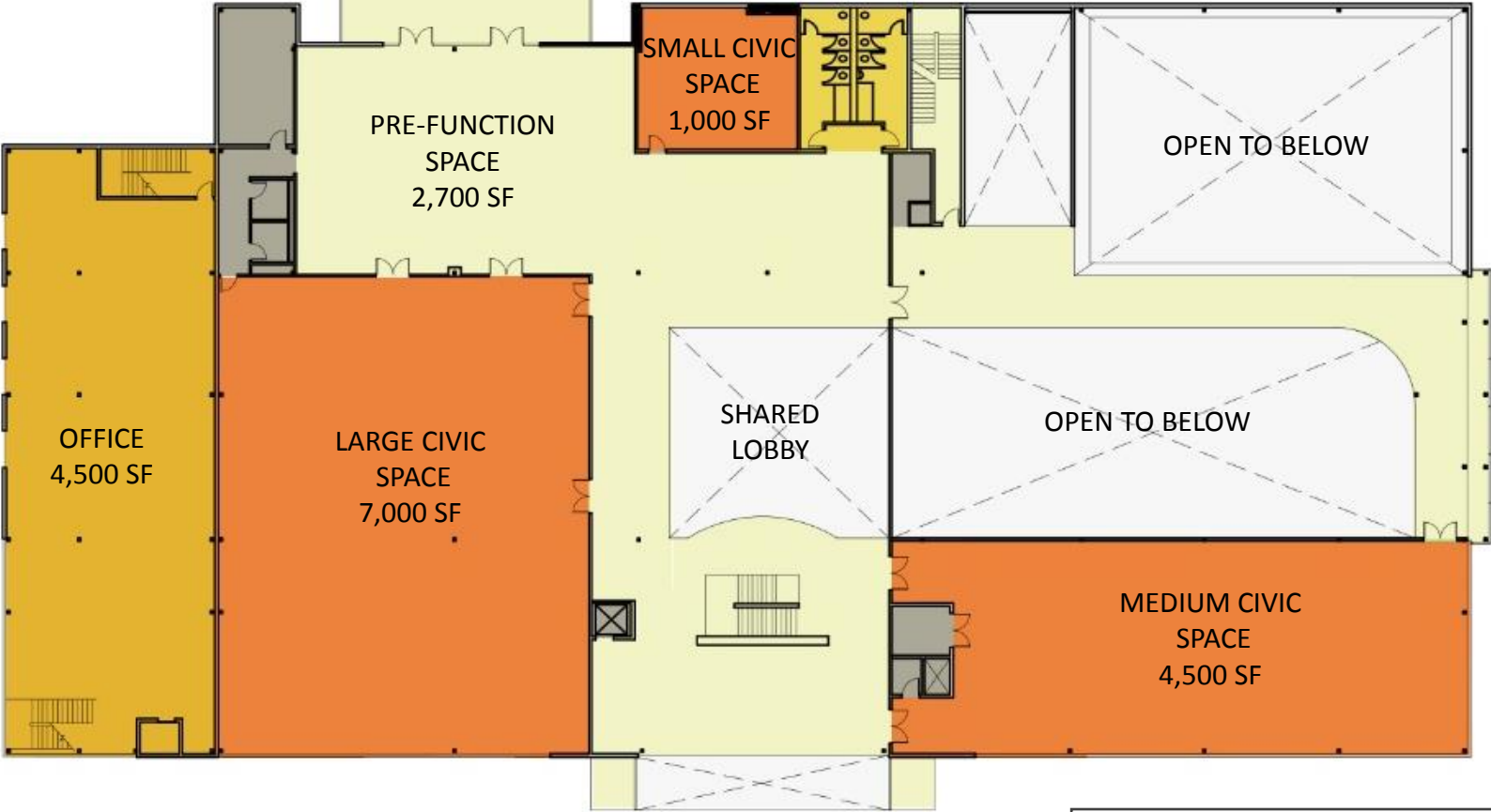
1 GOLD'S GYM – OPTION 1
2ND FLOOR



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

2ND FLOOR
 EVENT SPACES, ACTIVITY ROOMS,
 PREFUNCTION AREAS

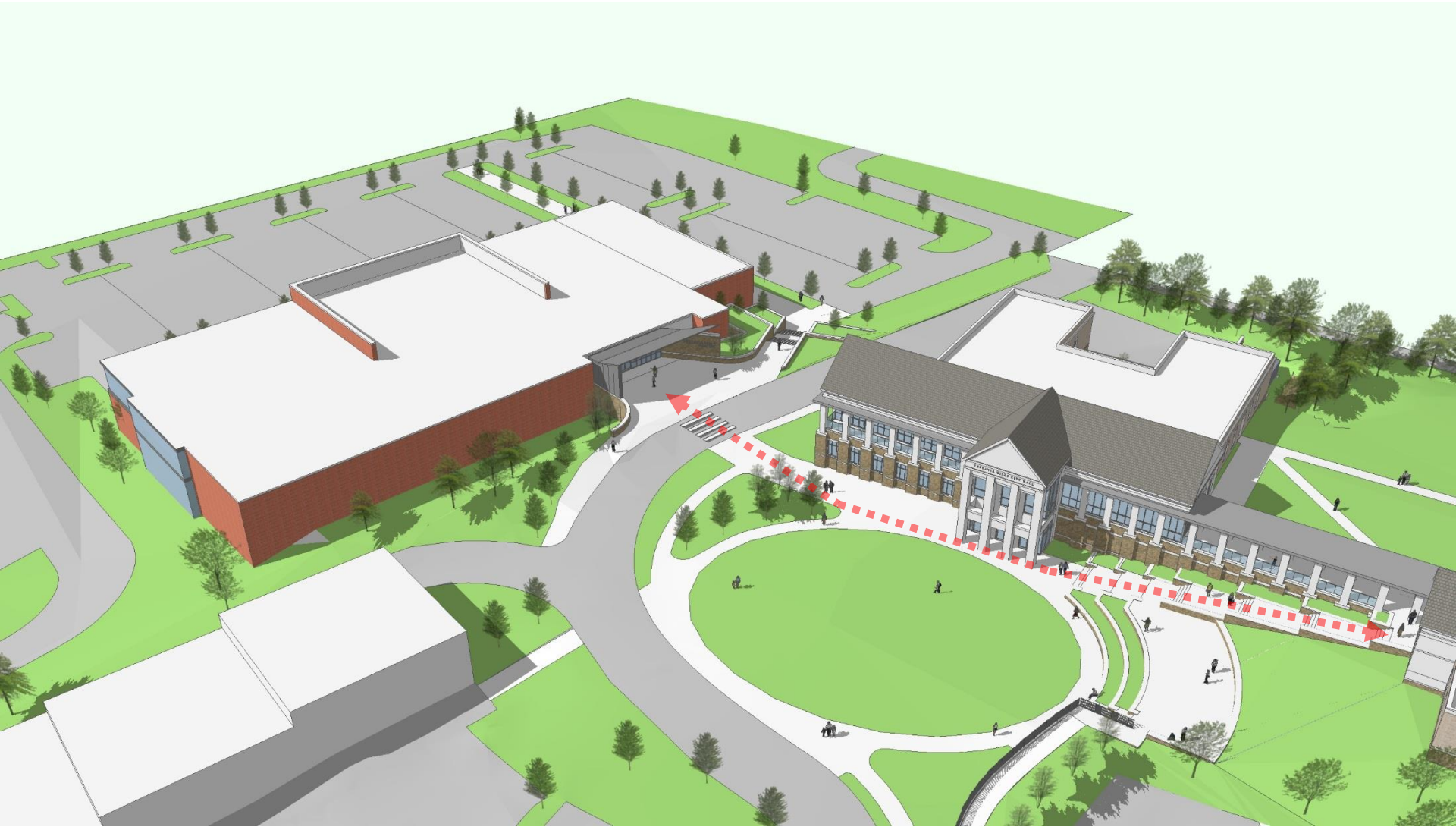
2 GOLD'S GYM – OPTION 2
 1ST FLOOR



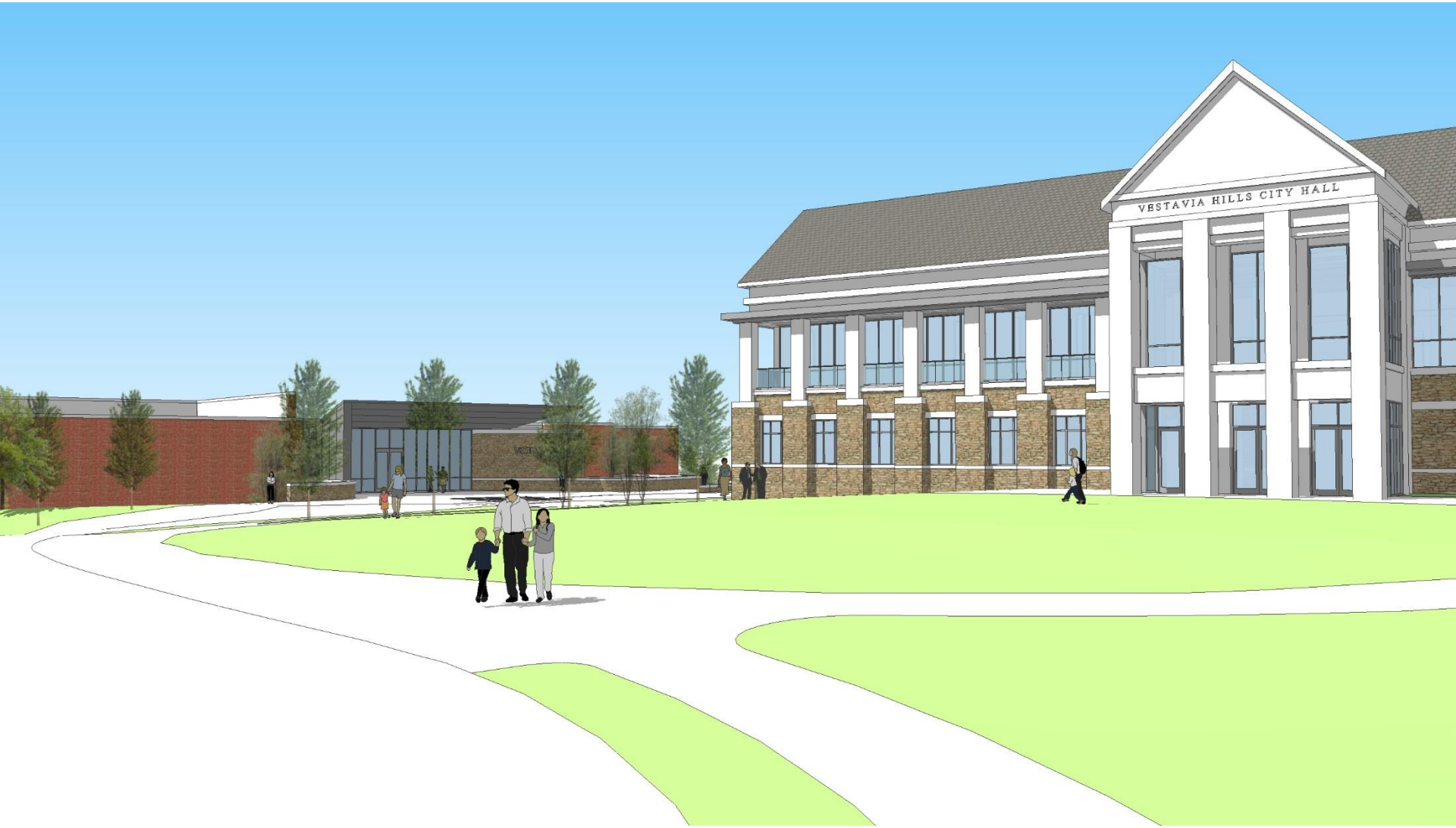
1ST FLOOR
 FITNESS/WORKOUT, PRACTICE COURT,
 BALLET/DANCE, LOCKER ROOMS, ADMIN

2ND FLOOR
 EVENT SPACES, ACTIVITY ROOMS,
 PREFUNCTION AREAS

2 GOLD'S GYM – OPTION 2
 2ND FLOOR



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



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



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

CITY HALL &
COMMUNITY
CENTER

WALD PARK

HWY 31

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

5. Preliminary Budget



- 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

Exhibit - Resolution No. 4951-A

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

Note 1: Budget in 2016 dollars.

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

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

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

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

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

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

SURVEY AND QUESTIONS

Here is the link for you to join:

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

Thank you for participating!

END

6. Appendix



EXHIBIT A

PARKING ANALYSIS

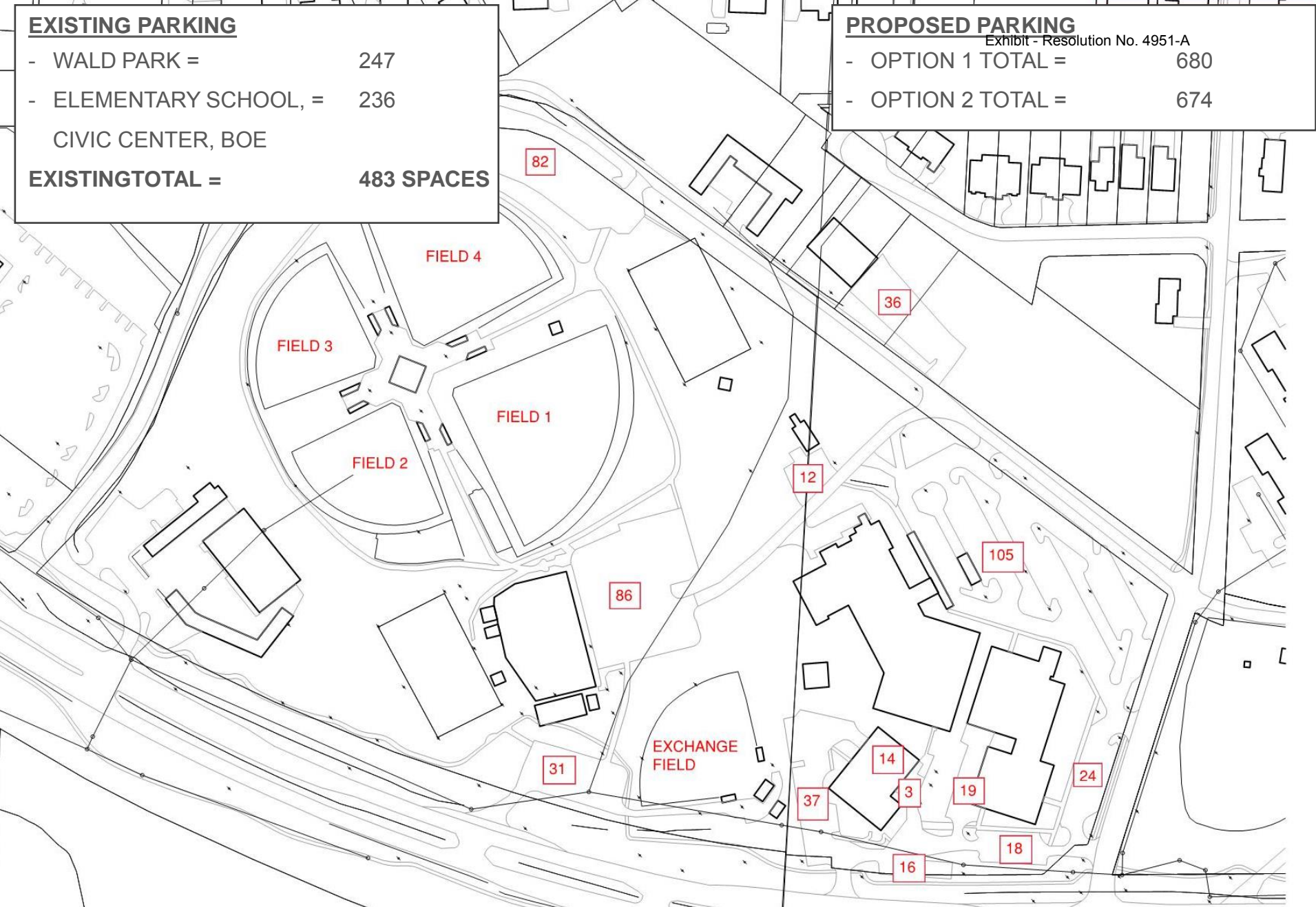
EXISTING PARKING

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

PROPOSED PARKING

Exhibit - Resolution No. 4951-A

- 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. Exhibit - Resolution No. 4951-A <u>Peak Use:</u> 22 players/field 2x for overlap. 2 umpers/field. 5 concessions. 176+8+5=189 cars. <u>Medium Use:</u> 11 players/field. 2 umpers/field. 5 concessions. 88+8+5=101 cars. <u>Low Use:</u> Practice: 11 players/field 2x for overlap. Season w/ all-stars: Feb. - End of June. Peak March and April.
Tennis (Courts 1 - 4, plus 1 add'l)	16	10	4	Assumes 1 car/player. <u>Peak Use:</u> 3 Dbls. matches + 2 snlgs matches. No refs. No spectators. <u>Medium Use:</u> 5 snlgs. Matches. <u>Low Use:</u> 4 people. Year round, mornings.
Swimming Pool	122	72	25	Assumes 1 car/3 people minus drop. 1 car/lifeguard. Last 5 year avg. members=1500+/-. <u>Peak Use:</u> Daily attendance 350 people. 15 kids dropped off. 10 lifeguards. <u>Medium Use:</u> Avg. daily attendance 200 people. 10 kids are dropped off. 8 lifeguards. <u>Low Use:</u> 50 people. no drop offs. 8 lifeguards. June 1st - Sept. 1st
Multi-purpose Facility (indoor athletic c	170	78	20	Assumes 3 courts. <u>Peak Use:</u> Games-22 players/ct.+4 coaches/ct. 2x. 2 official/ct.+3 concessions. <u>Medium Use:</u> Practice-22 players/ct.+4 coaches/ct. 2x, but only half cars for drop-offs. <u>Low Use:</u> 10 adult players on 2 courts. Volleyball is the same metrics. Basketball Rec. Leagues: Nov. - End of June. Volleyball Rec. League: Sept-Nov. AAU League: March-June
Park/Green Space/Playground	45	22	7	Assumes 1 car/2 people. <u>Peak Use:</u> Parties, 50 people. Plus 20 other cars. <u>Medium Use:</u> 12 cars at Castle Park plus 10 other cars. <u>Low Use:</u> 2 cars at Castle Park plus 5 other cars.
Parks Maintenance Shop/Storage	10	10	2	1 car/employee <u>Peak Use:</u> 10 employees. <u>Medium Use:</u> 10 employees. <u>Low Use:</u> 2 employees.
SUBTOTAL	552	293	146	
SUBTOTAL - AVERAGED		330		
Lodge/Banquet Space \ (may or may not be at Wald Park)	100	24	6	<u>Peak Use:</u> Peak occupancy for assembly space at Lodge is 200 seated/295 standing, then divided 200 by half for cars. <u>Medium Use:</u> Per VH Parking Ord. 1 space per 250 sf. <u>Low Use:</u> Half of Medium Use.
School	150	100	92	<u>Peak Use:</u> Assumes 3 cars for every 4 attendees of their events. VH Principal guessed that their maximum attendance at any single event is 200+/- people. <u>Medium Use:</u> 2 cars for every classroom space per VH parking ordinance. <u>Low Use:</u> 1 car for every employee.
TOTAL	802	417	244	
TOTAL - AVERAGED		488		

PARKING SCENARIO - PROPOSED

CITY OF VESTAVIA HILLS
PROGRAM MANAGEMENT

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

TABLE OF ARTICLES

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

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

ARTICLE 1

AGREEMENT

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

OWNER:
(Name and Address)

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

ATTENTION: City Manager JEFF DOWNES

and the

OWNER'S REPRESENTATIVE:
(Name and Address)

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

For services in connection with the following

PROGRAM:

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

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

ARTICLE 2

GENERAL PROVISIONS

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

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

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

2.4 DEFINITIONS

2.4.1 The Owner's Representative Documents consist of:

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

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

2.4.3 The term Day shall mean calendar day.

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

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

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

ARTICLE 3

OWNER'S REPRESENTATIVE'S BASIC SCOPE OF SERVICES

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

3.1 The three Phases of Service are defined as follows:

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

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

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

3.2 DESCRIPTION OF SERVICES RENDERED UNDER BASIC SCOPE OF SERVICES

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

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

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

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 INFORMATION PROVIDED BY OWNER

Resolution 4951

Exhibit B

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:	\$1,002,000.00
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 ◆

Resolution 4951
Exhibit B

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





May 31, 2017

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

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

Dear Mr. Downes:

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

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

Why TCU?

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

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

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

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

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

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

We want your work!

Sincerely,



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



Percy Thomas
Principal
TCU Consulting Services, LLC.

PROGRAM MANAGEMENT SERVICES

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

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

Submission date:
 March 31, 2017
 4:00 p.m.

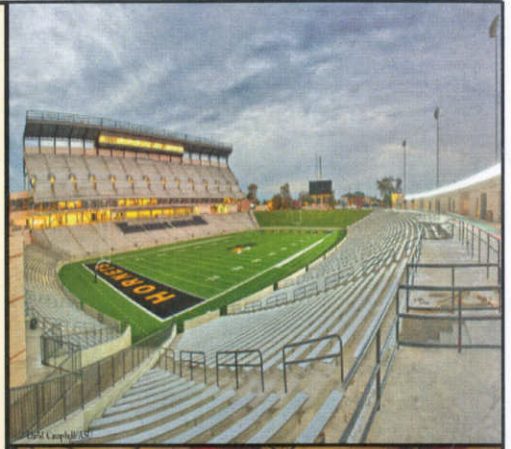
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9.4 Project Management	Tab 4
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VESTAVIA HILLS

STAFFING & GENERAL INFORMATION

See Appendix For Additional Staffing & General Information

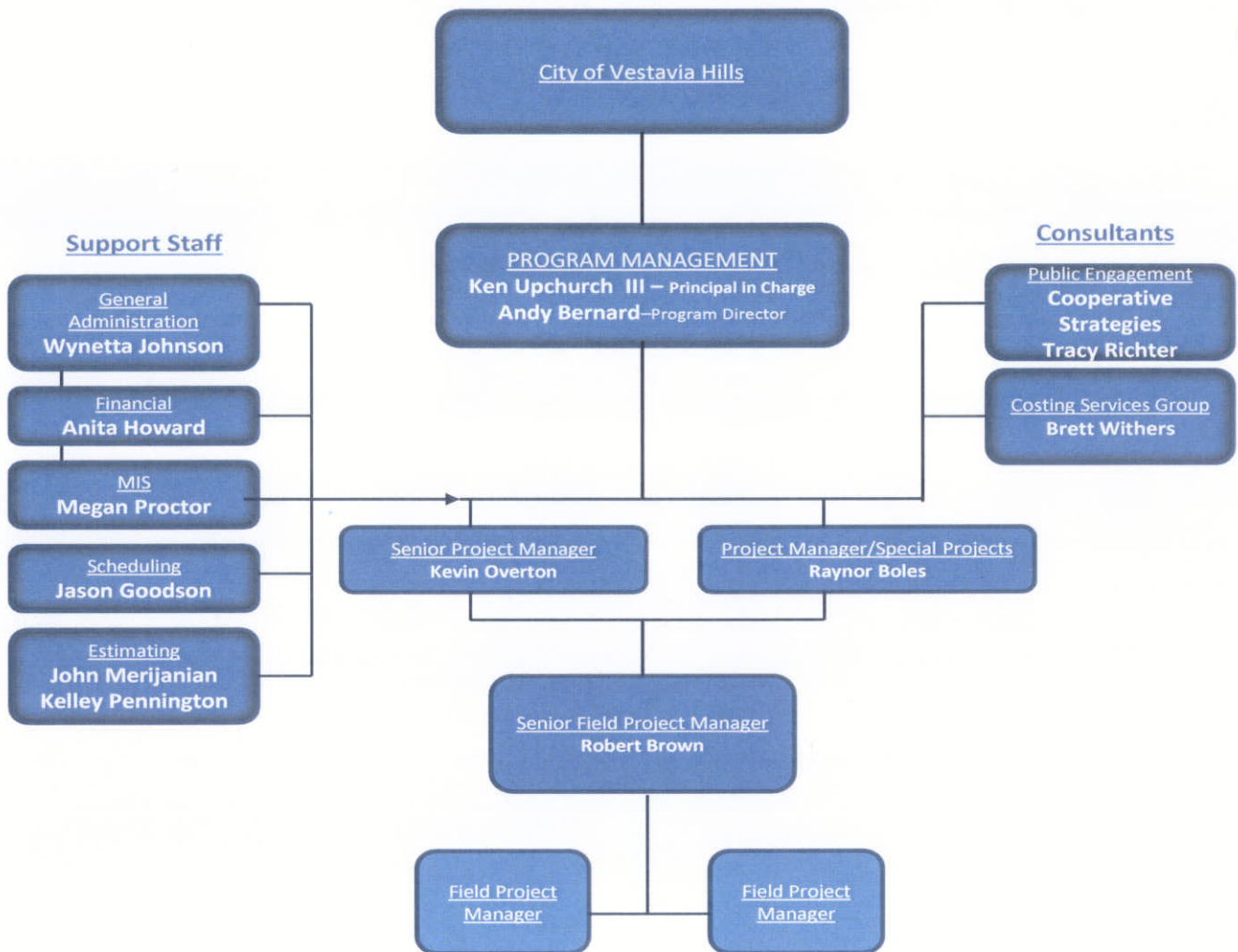


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www.tcuconsulting.com





**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



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Montgomery, AL 36116
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TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

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

March 31, 2017

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

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

Dear Mr. Downes:

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

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

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

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

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

Sincerely,

W. Ken Upchurch, III
TCU Consulting Services, LLC





VESTAVIA HILLS

ALABAMA EXPERIENCE/ PRESENCE

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



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AUBURN

BIRMINGHAM

HUNTSVILLE

MONTGOMERY

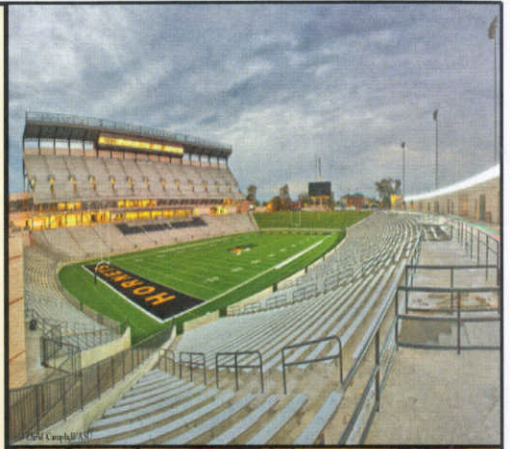
CLIENT	TOTAL PROGRAM VALUE	CLIENT CONTACT	SERVICES
Montgomery Public Schools - Phase 1 3 Elementary Schools, 2 Middle Schools Comprehensive High School Advanced Mfg Center, Misc Renovations	165 Million	Margaret Allen, Supt. Ron Glover, CFO Donald Dotson, Operations 334-223-6710	Program Management Facility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

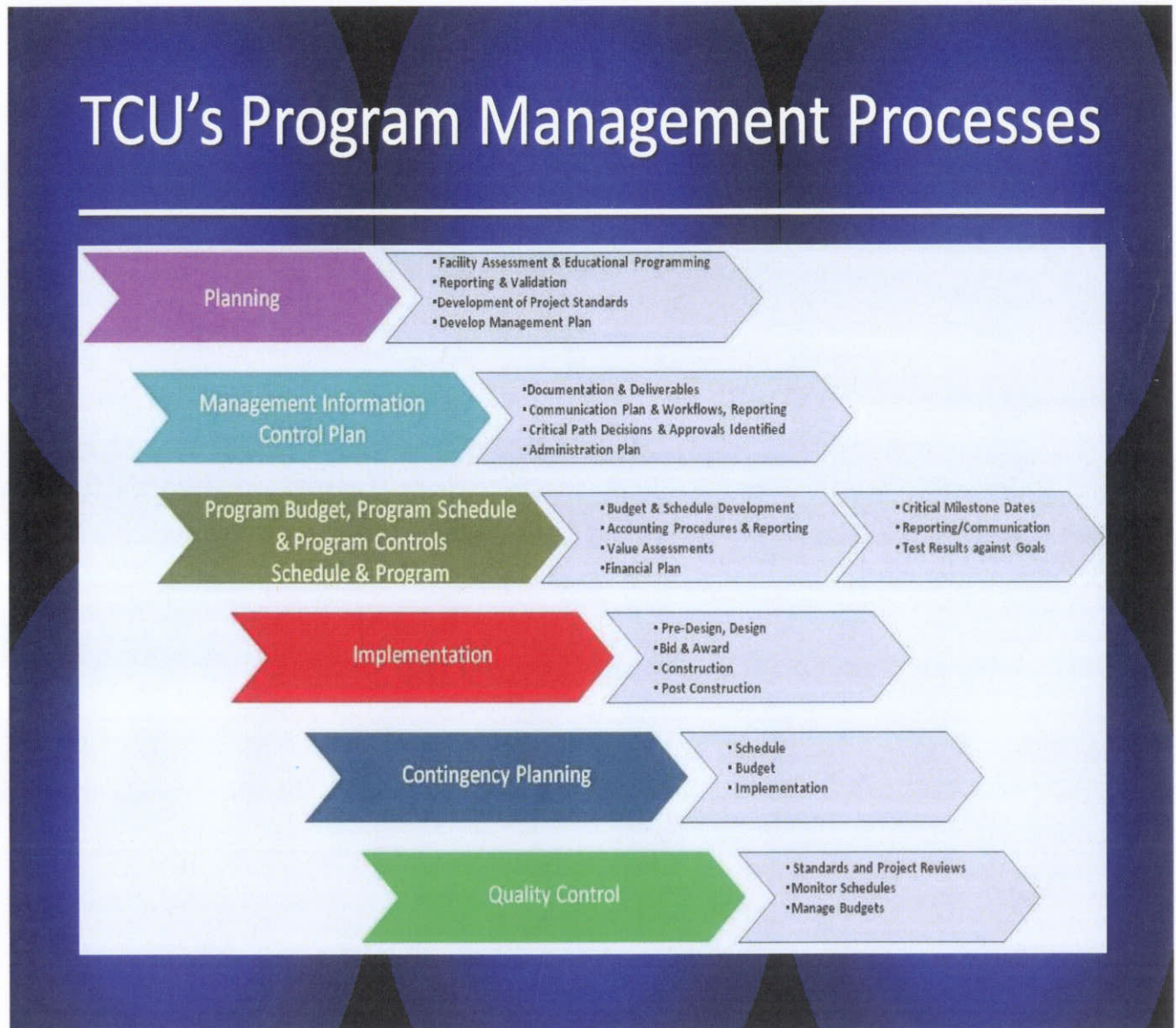
PROJECT MANAGEMENT

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



T.C.U. Consulting Services, LLC
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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.



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CONFLICTS OF INTEREST



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TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

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

March 31, 2017

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

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

Dear Mr. Downes:

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

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

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

Sincerely,

W. Ken Upchurch, III
TCU Consulting Services, LLC





VESTAVIA HILLS

REFERENCES

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



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Matthew Akin, Ed.D.
Superintendent



BOARD OF EDUCATION

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Michelle Watkins - District 1
Pam Hill - District 5

March 29, 2017

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

Dear Mr. Downes:

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

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

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

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

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

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

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

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

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



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

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FEES /COMPENSATION



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TCU FEE PROPOSAL

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

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

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

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

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

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

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

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

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

CONTRACT ADJUSTMENTS:

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



VESTAVIA HILLS

APPENDIX

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



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FIRM PROFILE

TCU Consulting Services, LLC.
2895 Eastern Boulevard, Suite 150
Montgomery, AL 36116
334-420-1500 (Phone)
334-420-1503 (Fax)

Established in 2005

TCU Consulting specializes in Program Management, Owner Representation, Facility Assessment, Facility Planning, Strategic Planning, Programming, Development Consulting, Claims Consulting.

HISTORY AND GROWTH OF THE FIRM

TCU consulting Services, LLC was founded in 2005 by Percy Thomas and Ken Upchurch to provide Program Management / Owner Representation Consulting Services for clients faced with the ever changing and complex world of construction project delivery.

Building on a career spent working together as contractors and as friends, TCU Consulting Services was formed as a 50/50 ownership venture between the two men (one black, one white). This unique business model is not only successful for the company but is providing a valuable example of what can be done when individuals with diverse backgrounds come together as one.

The firm has steadily grown since its inception by providing its clients with successful owner representation and program management services, internal controls, management information control software and construction expertise without the layers of bureaucracy that comes with large consulting firms.

As Program Manager, TCU provides pragmatic advice on all phases of a Client's Construction Program – from assessments, programming, planning, budgeting, scheduling, design, bid, award, construction and move-in. Our services are best described as providing the Owner with the experience and expertise that it currently does not have on staff.

Since its initial engagement and the successful experience TCU provided to the Montgomery County Commission, the firm has been hired to serve as the Program Manager for the Montgomery Public School System, Huntsville City School System, Midfield City School System, Auburn City Schools, Greene County School System, the Montgomery Academy, Sylacauga City School System, Alabama State University, the City of Montgomery, the Montgomery YMCA and others.

TCU has managed client programs ranging from \$10,000,000 to over \$290,000,000.00. Regardless of the program size, TCU brings its program management and customer service approach to every project.

To read more about TCU, see the attached Narrative History of the firm as written by the Montgomery Area Chamber of Commerce. Tab 1.

TCU CONSULTING SERVICES, LLC

Narrative History

TCU Consulting Services, LLC was founded by Percy Thomas and W. Ken Upchurch, III in 2005 as a firm that provides consulting services, management services, owner representation services and resources to manage various elements of a construction program for its clients. From just the two men in 2005 to a team of 20 today, TCU Consulting Services has steadily grown into a successful business. The genesis of this unique business, a 50/50 partnership between Thomas, a black man and Upchurch a white man, started over thirty years ago as each man sought to build their own business career in Montgomery.

As Percy Thomas sought to build Thomas Construction & Masonry, Inc., a masonry construction subcontracting business from almost nothing, Ken Upchurch, III sought to find his niche within a long standing family business, W.K. Upchurch Construction Co., Inc. Both men faced unique and very different challenges as they worked to build their names, businesses and reputations not only within the building industry but in their communities.

Both men worked hard to position their business not only for the current times but for the future as they recognized the ever changing construction industry required new ideas and markets for companies to grow and be successful. Thomas grew his business from a labor service provider to a full service masonry contractor and then to a general contractor while Upchurch sought other market niches such as historic renovations, custom residential construction and a repair, remodeling and maintenance division in which to grow his family business. By changing with the times and finding new markets, both men continue to successfully operate their construction businesses, as well as the TCU Consulting Services business.

At the same time they worked to build their respective businesses, both men sought to serve their communities by using their time, talents and resources to focus on their individual passions. For Thomas it was the development of the minority business communities and for Upchurch it was the improvement of the Montgomery public education system. Thomas founded and operated the Minority Contractors Association in an effort to not only improve the opportunities for minorities to participate in the construction industry, he sought to help minority businesses develop and implement sound business plans and practices. He has worked countless hours to build bridges between white contractors and the minority contractors. Upchurch was a founding member and later president of the Montgomery Education Foundation that seeks to improve public education thru collaboration of stakeholders, best practices methodologies and funding improvements. He also led the successful effort to encourage both the City and County governments to raise taxes to provide additional financial support to the Montgomery Public Schools. Both of these efforts continue to be a primary focus for each man but now they work together on both issues.

As they worked together both as contractors and within the community a mutual respect and then a deep friendship developed between the two men. It was that respect and friendship that led to the development of TCU Consulting Services, LLC. Thomas and Upchurch recognized the need, in the complex world of construction, especially in the public sector, for a locally owned construction consulting firm that could provide its clients with the resources and expertise needed to implement their construction programs.



As they discussed the various business models available for the new venture, it became very apparent that the business culture, philosophy and ethics of each man's current companies were so similar that almost any business model would be available to them. Each man also recognized the unique opportunity, on so many levels, the collaboration of a black man and a white man could afford the business. That is exactly why the two settled on a 50/50 partnership as the business model for their new venture. They decided that if they could not work together as equals then it wouldn't really be necessary for them to form the partnership. Today they sit, sharing a partner's desk, facing each other and making all of the decisions together. There is no third party to mitigate the disputes, they have to look at each other in the eye and work out their differences.

Even though both men are working hard, each managing two business entities, they are still very committed to serving the community. They both actively support many of the community's charitable organizations with their time, talents and resources. Some of the organizations that they support are Montgomery YMCA, the ASU Foundation, Resurrection Catholic Missions, March of Dimes, Partners in Education, A+ Education Partnership, Small Business Resource Center, BCIA, Public Safety Insurance Fund, New Beginnings Resource Center, Montgomery Chamber of Commerce and many other worthy causes in the community.

Thomas and Upchurch both recognized that their business model, the 50/50 partnership between black and white men, would be very unique for Montgomery and would be met with some skepticism. They also recognized the opportunity to demonstrate that their business model could work and be a catalyst for others to follow. After six years of successfully working together both men agree that much of the skepticism is behind them and that most of the community respects their efforts. As Thomas says, "This is a 50/50 partnership. We have managed to open doors on both sides of the community, black and white. The community has seen that a black and a white can work together, that making money crosses racial lines and that together we can work for the betterment of the community." In the end, both men are proud of the success of TCU but more importantly of their friendship and what they have been able to accomplish together.





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



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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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:

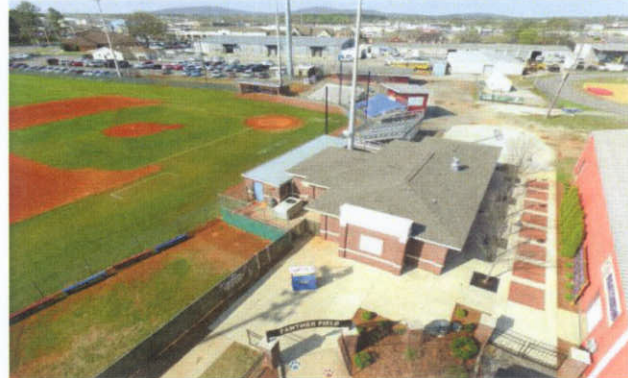
Name:	Andrea W Best	Fax Number:
Telephone Number:	(334) 279 - 8765	
E-mail Address:	andrea@wkupchurch.com	



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

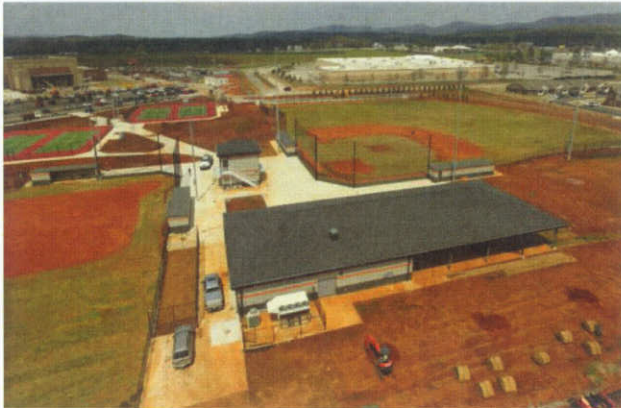
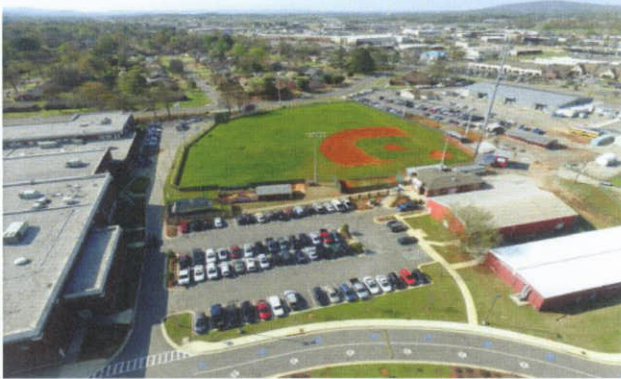


ATHLETIC FACILITIES MANAGED BY TCU CONSULTING SERVICES, LLC

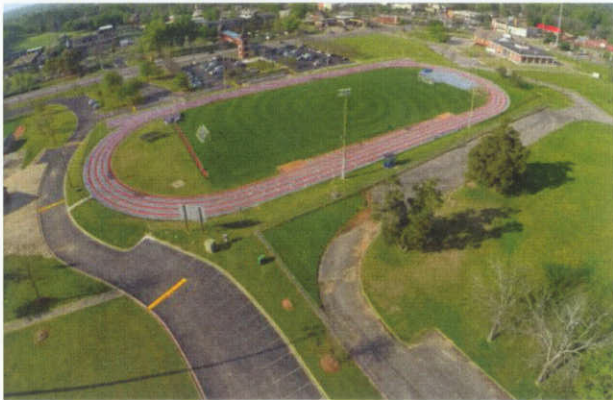




ATHLETIC FACILITIES MANAGED BY TCU CONSULTING SERVICES, LLC



**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

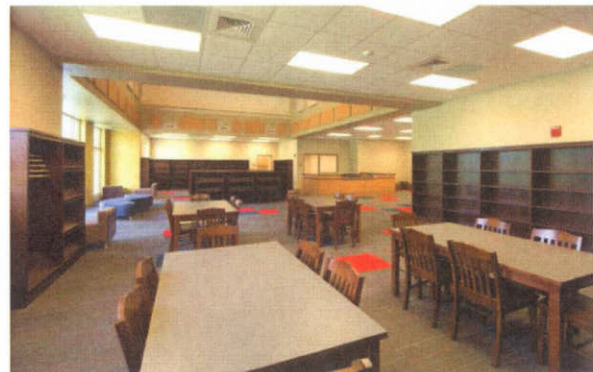
Dates of Service: January 2010 - Ongoing

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

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 (256) 428-6800

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Matthew Akin, Ed.D.
Superintendent



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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

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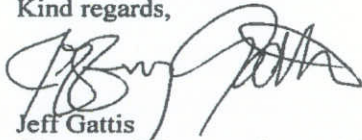
completion of a \$75M construction project. Without his guidance, we would be struggling to finish this project.

Robert Brown has been an instrumental asset to me as a technical resource within the TCU team. His vast experience as an Architect, and a project manager, has proven that there is no issue out there that he has not seen. Robert researches the issue, relies upon his knowledge of construction, construction management, and construction materials to advise me on possible solutions to the root problem. Robert has saved HCS time, money, and heart-ache on countless issues which we have thrown at him. He has yet to encounter an issue that he cannot quickly find solutions. Robert is an invaluable member of our team.

Raynor Boles has many talents which he brings to the table; working with our consultants to help craft the re-zoning of our district, classroom capacity analysis issues, and helping the district navigate the Department of Justice Consent Order. Raynor's understanding of demographics and building capacities has helped HCS create a clear and concise plan that has been a vital part of our process toward Unitary Status. He is very focused on how HCS understands building capacities, allowing us to navigate the waters of the DOJ Consent Order with a clear understanding of our responsibilities. His guidance and ability to work with demographer has provided a clear plan that we will follow throughout this DOJ process. Raynor has successfully managed many of our smaller projects from design through construction.

Ken Upchurch, and his team, have guided me through all aspects of our current capital program and without hesitation I would recommend them to anyone considering them for their program management consultant team. They have been strategic advisor, mentor, and friend to me on all of my projects at Huntsville City Schools. Please feel free to contact me at Jeffrey.gattis@hsv-k12.org, or 256-527-5159, for any additional information or further discussions about Ken and his TCU team.

Kind regards,



Jeff Gattis
Director of Construction and Renovation
Huntsville City Schools

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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

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 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

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Beth Wilder, 3rd Presiding Officer - District 2
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Pam Hill - District 5

March 29, 2017

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

Dear Mr. Downes:

As Director of Operations for Huntsville City Schools, I write to you today with great respect and admiration for the first class services and support that Ken Upchurch and TCU Consulting Services, LLC have provided to this district since 2012. After working with Ken and his team over the past five years, I can think of no better partner in capital planning, program management, and other analytic and consulting services related to facilities operations. I offer you my most enthusiastic and heartfelt recommendation for TCU as you consider the company as a potential program management partner.

I met Ken only a week after joining the Huntsville City Schools team in July, 2012. TCU was already working with the district in facilities condition assessment as a precursor to the development of a five-year, 200 million dollar capital plan. Coming to the district as a retired U.S. Army Lieutenant Colonel with 27 years of multifunctional logistics leadership experience, I was immediately impressed with Ken's personal, continuous, and dialectical teaching, coaching and mentoring of both my team and his, leveraging his broad and deep experience with and success within Alabama's complex socio-political, economic, and educational landscape to achieve the desired results in both process development and program execution. I and my team have learned much from Ken, and the impact of his mentorship to the district staff and the processes that have resulted from that mentorship will outlast even the buildings themselves.

Throughout the years of weekly operational level meetings with me and the Chief Financial Officer, the monthly in-process reviews for the Superintendent, and periodic public presentations to the Board of Education and school communities, I have most sincerely appreciated Ken's willingness to articulate his best professional advice with complete candor, and stand by the Superintendent's final decisions on program azimuth as if they were his own.

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As we now near the end of our ambitious capital plan, I reflect with total satisfaction on the end results. Standing before two new high schools, one new junior high school, two new P-8 schools, one new elementary school, one substantial elementary school renovation (the addition of a new classroom wing), one total building renovation (a new theater and total classroom renovation for our Academy for Academics and Arts P-8), and one high school Freshman Academy building, I state with complete confidence that no other company than TCU could have brought our paper and pencil vision to brick and mortar reality within designated resource parameters and within the designated time frame with the same sense of total commitment to the strategic vision of the district. Ken's ability to weld architects, construction companies, district staff, and the school communities themselves into a unified family has ensured that each completed school reflects the unique character of the constituency it serves, while also reflecting the overarching values of the district itself.

When I arrived in 2012 as the Operations Director, I constructed the Directorate mission statement around the commitment to create and maintain holistically sustainable learning environments which enable all students to maximize their learning opportunities. Ken Upchurch and TCU Consulting Services, LLC have embodied that commitment, personifying it in everything they have done and are currently doing for Huntsville City Schools. I am sure they will do the same for you, and invite you to contact me at Jeffrey.wilson@hsv-k12.org, or 256-428-8346, for further conversation if you have any questions. Thank you for considering my comments in your decision making process.



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

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(256) 428-6800

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Matthew Akin, Ed.D.
Superintendent



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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

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 (256) 428-6800

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**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.

RESOLUTION NUMBER 5034

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR SHINDIGS CATERING LLC D/B/A SMOOTH
ROCK CAFE; DONALD MACDONALD RUSSELL
III, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Shindigs Catering LLC d/b/a Smooth Rock Cafe, located at 1940 Stonegate Drive, Suite 10, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Donald MacDonald Russell III, executive.

APPROVED and ADOPTED this the 9th day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: April 4, 2018

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 020 - Restaurant Retail Liquor

Please find attached information submitted by Donald MacDonald Russell III who request an alcohol license to sell 020 - Restaurant Retail Liquor at the Shindigs Catering LLC d/b/a Smooth Rock Cafe, 1940 Stonegate Drive, Suite 10, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 9th day of April, 2018 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

Reviewed: 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180301103152968

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: SMOOTH ROCK CAFE Filing Fee: \$50.00

Applicant: SHINDIGS CATERING LLC Transfer Fee:

Location Address: 1940 STONEGATE DR STE 10 VESTAVIA HILLS, AL 35242

Mailing Address: 3920 CLAIRMONT AVE BIRMINGHAM, AL 35242

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: 2017029744

Date Incorporated: 03/27/2017 State incorporated: AL County Incorporated: JEFFERSON

Date of Authority: 03/27/2017 Alabama State Sales Tax ID: R007703670

Federal Tax ID: 274530939

Name:	Title:	Date and Place of Birth:	Residence Address:
DONALD MACDONALD RUSSELL III 6503285 - AL	OWNER	03/12/1980 SELMA AL	2521 CALDWELL AVE S APT F BIRMINGHAM, AL 35205

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MAC RUSSELL
 Business Phone: 205-994-0460
 Fax:

Home Phone: 205-807-7774
 Cell Phone: 205-807-7774
 E-mail: DMACRUSSELL@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name:
 Applicant:

Previous License Number(s)
 License 1:
 License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20180301103152968

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **SMOOTHROCK LLC 205-968-3910**
 What is lessors primary business? **SURGICAL DERMATOLOGY**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **20800** Display Square Footage:
 Building seating capacity: **32** Does Licensed premises include a patio area? **YES**
 License Structure: **SINGLE STRUCTURE** License covers: **PORTION OF**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
DONALD MACDONALD RUSSELL III	DRIVING UNDER INFLUENCE 11/20/2008	ORANGE BEACH POLICE DEPARTMENT	DISMISSED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180301103152968



Initial each

Signature page

DMR

In reference to law violations, I attest to the truthfulness of the responses given within the application.

DMR

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

DMR

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

X

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

X

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

X

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DMR

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

DMR

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DMR

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Donald Macdonald Russell III*

Signature of Applicant: *[Signature]*

Notary Name (print): *Wendy Abbott*

Notary Signature: *[Signature]*

Commission expires: *10-21-18*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

RESOLUTION NUMBER 5035

A RESOLUTION RESCHEDULING THE REGULAR CITY COUNCIL MEETING OF MAY 28, 2018 TO MAY 30, 2018 IN OBSERVANCE OF MEMORIAL DAY

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

1. The regular meeting of the Vestavia Hills City Council scheduled for Monday, May 28, 2018 is rescheduled to Wednesday, May 30, 2018 in observance of the Memorial Day holiday; and
2. This Resolution Number 5035 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 9th day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2750

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

WHEREAS, on the 8th day of January, 2018, 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:

2300 St. Joseph Road
Lot 24-A, Resurvey of Lots 24 & 26, Amendment to St. Joseph's Retreat
Linda Craft, 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 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

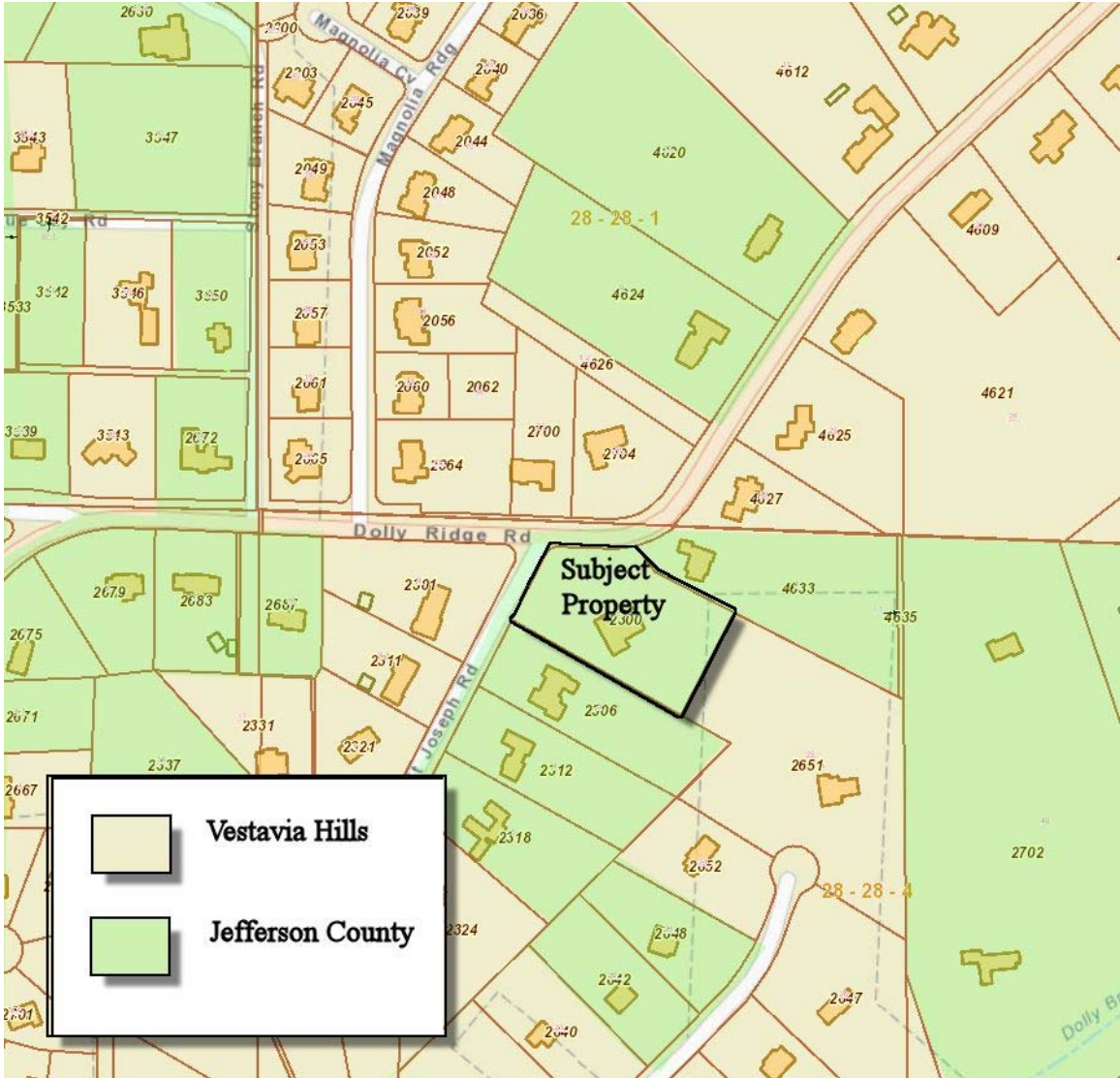
Rebecca Leavings
City Clerk

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 # 2750 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**2300 St. Joseph Road
Linda Craft**

Annexation Committee Petition Review

Property: 2300 St Joseph Road

Owners: Linda Craft

Date: 10-12-18

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 Road is maintained by Jefferson County per APRN Road agreement
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 794,100. 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 6 Number in city 3
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: 2300 St Joseph Rd

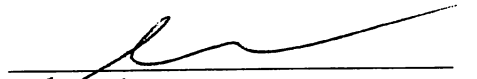
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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
10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2300 St Joseph Road

Engineering; Public Services Date: 9/21 Initials: CB

2300 St. Joseph Road -- no concerns noted; St. Joseph Road is in good to fair condition and is already on the City's maintenance schedule; Dolly Ridge Road is on proposed Jefferson County Through-Road agreement for County maintenance.

Police Department: Date: 9/21/17 Initials: aw

Comments: N/A

Fire Department: Date: 9/25/17 Initials: SV

Comments: N/A

Board of Education: Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 28 00 28 4 001 002.001
OWNER: CRAFT LINDA F
ADDRESS: 78504 US HIGHWAY 278 BLOUNTSVILLE AL 35031
LOCATION: 2300 ST JOSEPH RD AL 35243

[111-A0] Baths: 4.5 H/C Sqft: 4,813
 18-012.0 Bed Rooms: 3 Land Sch: A414
 Land: 256,000 Imp: 538,100 Total: 794,100
 Acres: 0.000 Sales Info: 12/01/2000
\$280,000

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

Tax Year : 2017

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

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$255,960
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 \$538,100
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$794,100]:	\$794,060
FOREST ACRES: 0	TAX SALE:	Assesment Override:	
PREV YEAR VALUE: \$794,100.00	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	\$79,420	\$516.23	\$4,000	\$26.00	\$490.23
COUNTY	3	2	\$79,420	\$1,072.17	\$2,000	\$27.00	\$1,045.17
SCHOOL	3	2	\$79,420	\$651.24	\$0	\$0.00	\$651.24
DIST SCHOOL	3	2	\$79,420	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$79,420	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$79,420	\$405.04	\$0	\$0.00	\$405.04
SPC SCHOOL2	3	2	\$79,420	\$1,334.26	\$0	\$0.00	\$1,334.26

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$79,420.00

\$3,978.94

GRAND TOTAL: \$3,930.94

Payoff Quote

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
200618-25083	11/17/2006		2017		\$0.00
200014-9556	12/20/2000	11/28/2016	2016	-	\$3,930.94
		11/6/2015	2015	-	\$3,930.94
		11/26/2014	2014	-	\$3,879.84
		11/15/2013	2013	-	\$3,879.84
		12/10/2012	2012	CRAFT LINDA F	\$3,879.84
		20111118	2011	***	\$3,930.45

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Aug 3, 2017

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.

Linda F. Craft
(205)-960-9664
rl2300@bellsouth.net

EXHIBIT "A"

LOT: Lot 24A Res

BLOCK: _____

SURVEY: Res Lots 24 - 26 Amendment to St Joseph
Retreat

RECORDED IN MAP BOOK 196, PAGE 33 IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: JC E-1

COMPATIBLE CITY ZONING: VH E-2

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

Linda F. Craft Lot 24A Block _____ Survey Res 24+26 Amend St Joseph

Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Linda F. Craft 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.

Linda F. Craft
Signature of Certifier

Subscribed and sworn before me this the 3rd day of August, 2017.

[Signature]
Notary Public

My commission expires: 7/15/2019

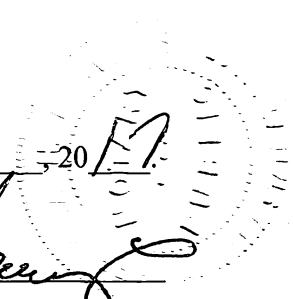


EXHIBIT "B"

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): Linda F. Craft
Address: 2300 St. Joseph Rd
City: Vestavia, State: AL Zip: 35243

Information on Children:

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

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

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

ORDINANCE NUMBER 2751

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 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):

2300 St. Joseph Retreat
Lot 24-A, Res of Lots 24 & 26, Amendment to St. Joseph's Retreat
Linda Craft, Owner(s)

APPROVED and ADOPTED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

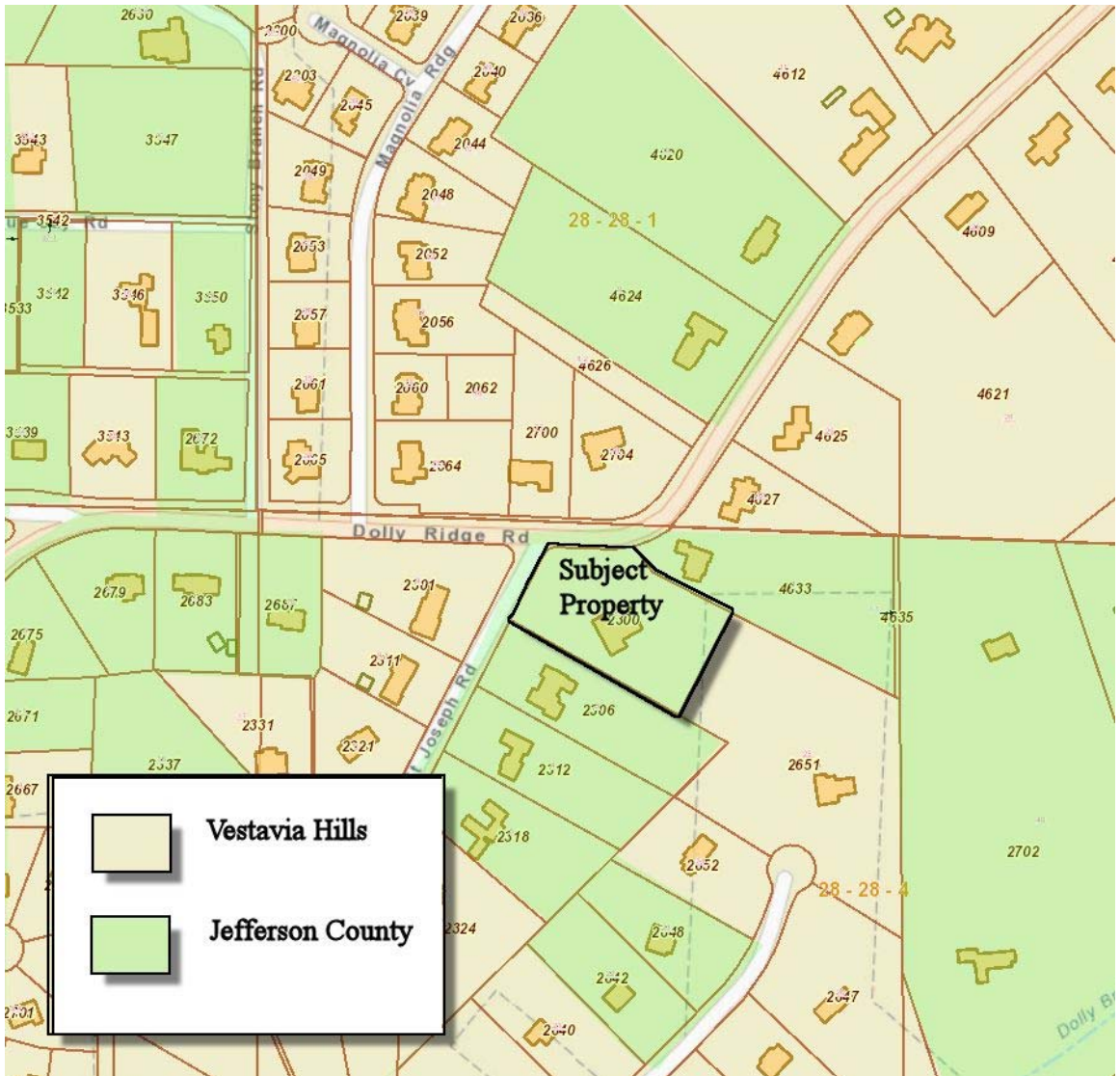
Rebecca Leavings
City Clerk

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 # 2751 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: **MARCH 8, 2018**

- **CASE: P-0318-05**
- **REQUESTED ACTION:** Rezoning Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2300 St. Joseph Rd.
- **APPLICANT/OWNER:** Linda F. Craft
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2740. Applicant is requesting the compatible rezoning.
- **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 for 2300 St. Joseph Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.

ORDINANCE NUMBER 2752

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

WHEREAS, on the 8th day of January, 2018, 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:

3640 Altadena Drive
Lot 1, Altadena Acres
Kevin and Georgia Holdefer, 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 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

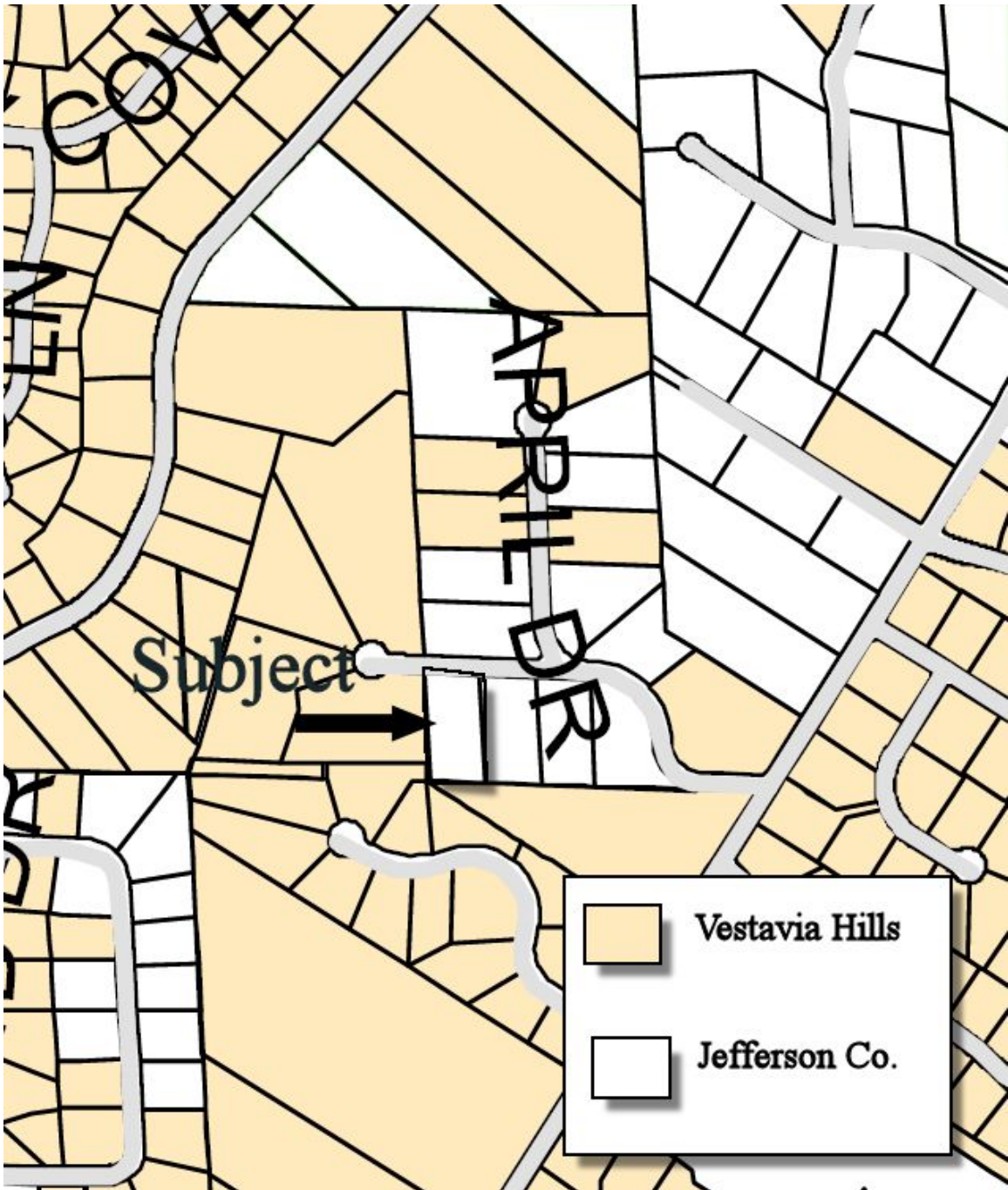
Rebecca Leavings
City Clerk

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 # 2752 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**3640 Altadena Drive
Kevin and Georgia Holdefer**

Annexation Committee Petition Review

Property: 3640 Altadena Drive

Owners: Kevin & Georgia Holdefer

Date: 10-12-17

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 312,200.. 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 5
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: 3640 Altadena DRIVE

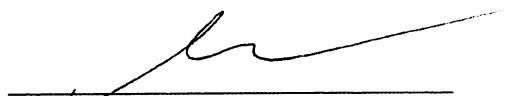
8. A non-refundable administrative fee of \$100 has been paid to the city.
Furthermore, voluntary contributions, including an application fee, of
\$ _____ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

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 3; Plan to enroll in VH
schools Yes _____ No Comments: _____

Other Comments: _____


George Pierce
Chairman

10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 3640 Altadena Drive

Engineering; Public Services Date: 9/21 Initials: CB

Comments: _____
3640 Altadena Drive -- no concerns noted; the roadway was resurfaced in 2015 and is in good condition; includes concrete valley gutter, also in good condition, and meets City standards.

Police Department: Date: _____ Initials: _____

Comments: _____

Fire Department: Date: 9/25/17 Initials: (SK)

Comments: N/A

Board of Education: Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 28 00 33 2 001 011.000
OWNER: HOLDEFER KEVIN & GEORGIA
ADDRESS: 3640 ALTADENA DR VESTAVIA AL 35243-2211
LOCATION: 3640 ALTADENA DR BHAM AL 35243

[111-C0] Baths: 2.5 H/C Sqft: 2,450
 18-013.0 Bed Rooms: 4 Land Sch: A114
 Land: 177,900 Imp: 134,300 Total: 312,200
 Acres: 0.000 Sales Info: 05/01/2009
 \$301,000

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%
EXEMPT CODE:	2-2	DISABILITY CODE:	LAND VALUE 20%
MUN CODE:	02 COUNTY	HS YEAR:	CURRENT USE VALUE [DEACTIVATED]
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1
			<u>CLASS 2</u>
			<u>CLASS 3</u>
			BLDG 001 111
			\$134,300
CLASS USE:		TOTAL MARKET VALUE	[APPR. VALUE: \$312,200]: \$312,190
FOREST ACRES:	0	TAX SALE:	Assesment Override:
PREV YEAR VALUE:	\$297,500.00	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	\$31,220	\$202.93	\$4,000	\$26.00	\$176.93
COUNTY	3	2	\$31,220	\$421.47	\$2,000	\$27.00	\$394.47
SCHOOL	3	2	\$31,220	\$256.00	\$0	\$0.00	\$256.00
DIST SCHOOL	3	2	\$31,220	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$31,220	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$31,220	\$159.22	\$0	\$0.00	\$159.22
SPC SCHOOL2	3	2	\$31,220	\$524.50	\$0	\$0.00	\$524.50

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$31,220.00 \$1,564.12 GRAND TOTAL: \$1,516.12

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
200905-16362	05/01/2009		2017		\$0.00
9914-559	10/12/1999	11/21/2016	2016	CORELOGIC	\$1,442.98
		12/1/2015	2015	CORELOGIC INC	\$1,442.98
		12/2/2014	2014	CORELOGIC INC	\$1,358.81
		11/19/2013	2013	CORELOGIC INC	\$1,358.81
		11/21/2012	2012	CORELOGIC INC	\$1,424.45
		20111208	2011	***	\$1,439.97

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: July 12, 2017

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.

Kholdefer@gmail.com
205-585-1297

EXHIBIT "A"

LOT: 1

BLOCK: Altadena Acres

SURVEY: _____

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

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 1 Altadena Acres 51/73

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>Kevin P. Holdefer</u>	Lot <u>1</u> Block _____ Survey _____
<u>Georgia Holdefer</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Kevin P. Holdefer 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.

Kevin P. Holdefer
Signature of Certifier

Subscribed and sworn before me this the 10th day of February, 2017.

Richard Wesley Allen
Notary Public

My commission expires: _____ MY COMMISSION EXPIRES JUNE 17, 2019

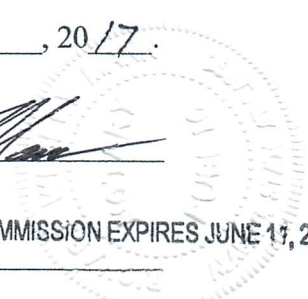


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition July 12, 2017 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): Kevin and Georgia Holdefer
Address: 3640 Altadena Drive
City: Birmingham State: AL Zip: 35243

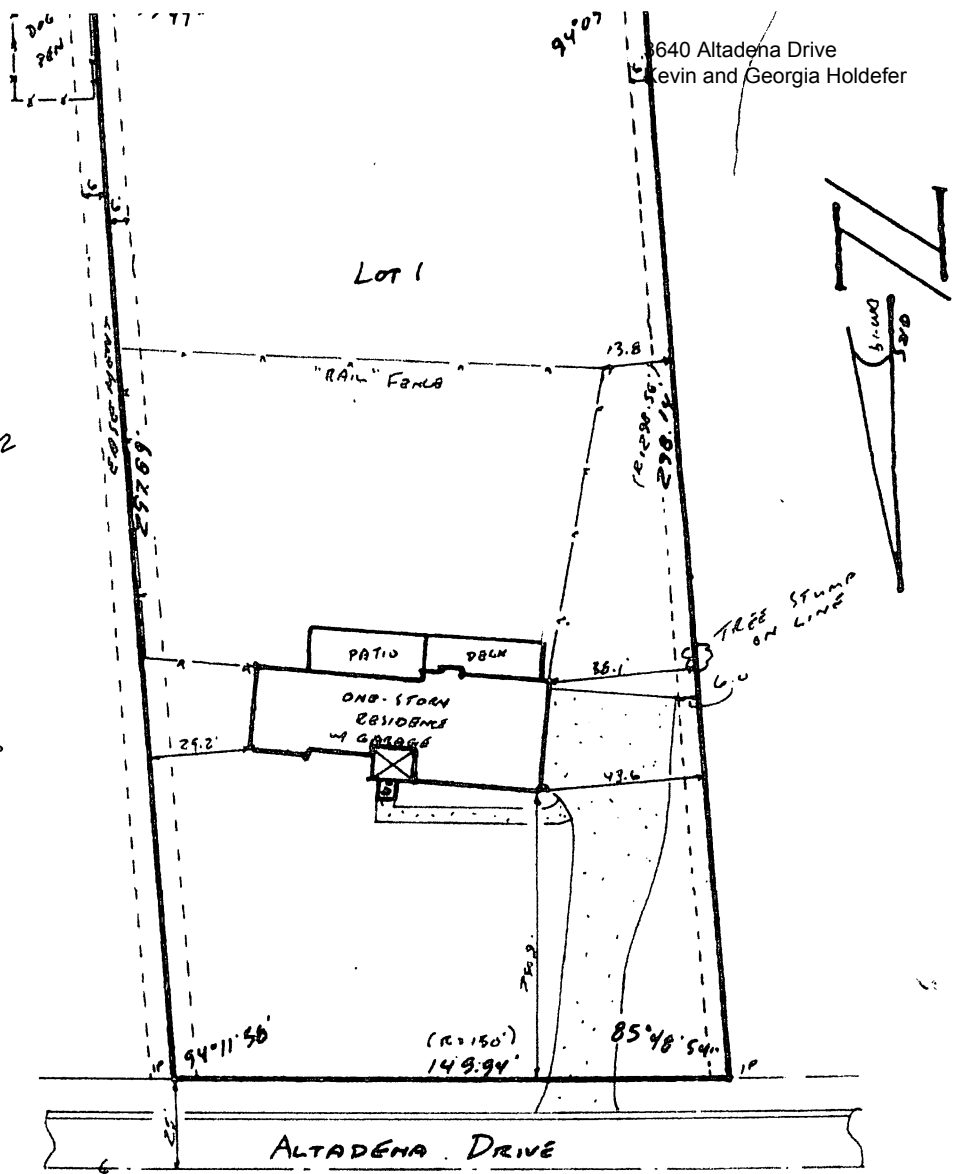
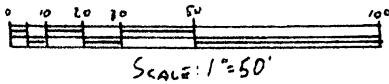
Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	William Holdefer	15	10		✓
2.	Elisabeth Holdefer	13	8		✓
3.	Anna Holdefer	11	6		✓
4.					
5.					
6.					

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

- BUILDING SETBACK LINE
- EASEMENT
- WIRE FENCE
- PRIVACY FENCE
- POLE POWER LINE
- RETAINING WALL
- "OVER HANG"
- DOT ON FOUNDATION
- PORCH/ENTRY/COVERED DECK
- CONCRETE
- IRON PIN
- RECORD DIMENSION
- R - CURVE RADIUS
- A - CURVE LENGTH
- CA - CHORD LENGTH
- Δ - CENTRAL ANGLE



STATE OF ALABAMA:
JEFFERSON COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

Lot 1, Block _____, of ALTADENA ACRES, as recorded in Map (Plat) Book 51, Page 28, Judge of Probate's Office, JEFFERSON County, Alabama

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the above-cited record map; the property IS NOT within a "Special Flood Hazard Area"; and, 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.

The correct address is 3640 ALTADENA DRIVE, VESTAVIA HILLS, Alabama.

According to my survey this 8 day of July, 2009.

Gary R. Smith
GARY R. SMITH
 PLS, Ala. Reg. #13199



ORDINANCE NUMBER 2753

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 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):

3640 Altadena Drive
Lot 1, Altadena Acres
Kevin and Georgia Holdefer, Owner(s)

APPROVED and ADOPTED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

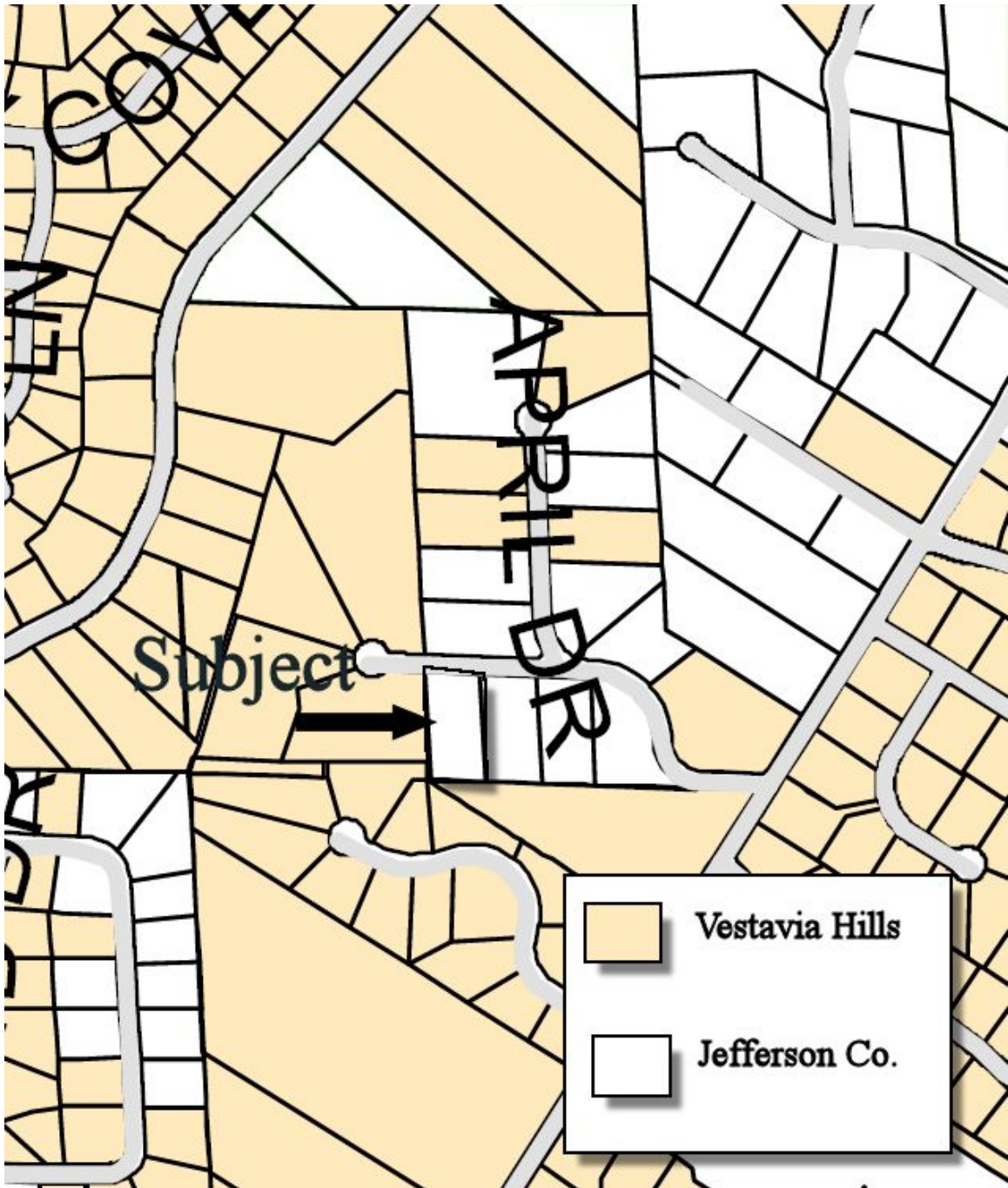
Rebecca Leavings
City Clerk

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 # 2753 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: **MARCH 8, 2018**

- **CASE: P-0318-06**
- **REQUESTED ACTION:** Rezoning Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 3640 Altadena Dr.
- **APPLICANT/OWNER:** Kevin & Georgia Holdefer
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2739. Applicant is requesting the compatible rezoning.
- **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.

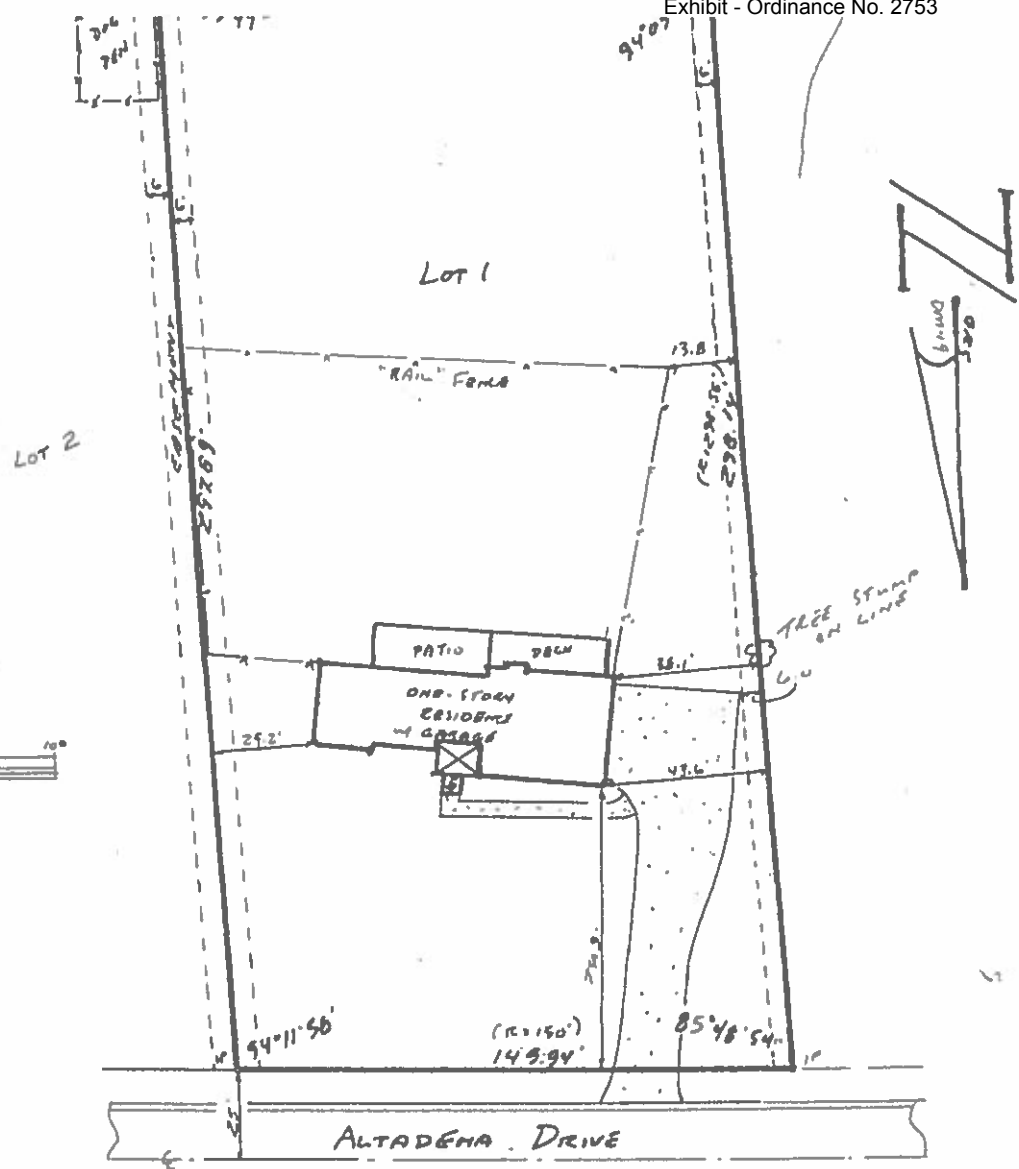
City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed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

MOTION Mrs. Barnes made a motion to recommend rezoning approval for 3640 Altadena Dr. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mrs. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.

- BUILDING SETBACK LINE
- EASEMENT
- WIRE FENCE
- PRIVACY FENCE
- POLE POWER LINE
- RETAINING WALL
- "OVER HANG" FOOT ON FOUNDATION
- PORCH/ENTRY / COVERED DECK
- CONCRETE
- IRON PIN
- RECORD DIMENSION
- R - CURVE RADIUS
- A - CURVE LENGTH
- CA - CHORD LENGTH
- Δ - CENTRAL ANGLE



STATE OF ALABAMA:
JEFFERSON COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor In the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

Lot 1, Block _____, of ALTADENA ACRES, as recorded in Map (Plat) Book 51, Page 23, Judge of Probate's Office, JEFFERSON County, Alabama

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the above-cited record map; the property IS NOT within a "Special Flood Hazard Area"; and, 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.

The correct address is 3640 ALTADENA DRIVE, VESTAVIA HILLS, Alabama.

According to my survey this 8 day of July, 2009.

Gary R. Smith
GARY R. SMITH
 PLS, Ala. Reg. #13199



ORDINANCE NUMBER 2754

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

WHEREAS, on the 8th day of January, 2018, 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:

1772 Vestaview Lane
Shades Mountain Baptist Church, 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 23rd day of April, 2018.

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 # 2754 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**1722 Vestaview Lane
Shades Mountain Baptist Church**

Annexation Committee Petition Review

Property: 1772 Vestaview Ln
Owners: ~~1772~~ Shades Mtn Church
Date: 10-12-17

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 231,800.. 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 12 Number in city 11
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: 1772 Vestaview Lane

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 _____

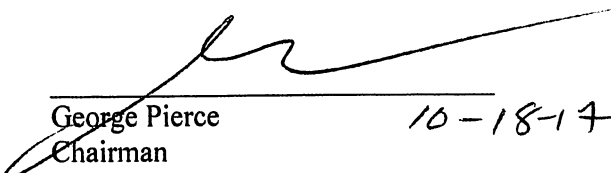
9. Property is free and clear of hazardous waste, debris and materials.
Yes No _____ Comment _____

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

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

House to be used as Shades Mountain Baptist Church parsonage. Tenant not determined

Other Comments: _____


George Pierce
Chairman

10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 1722 Vestaview Lane

Engineering; Public Services Date: 9/21 Initials: CB

Comments:
1722 Vestaview Lane -- no concerns noted; roadway is in generally good condition and is already on City's maintenance schedule.

Police Department: Date: 9/26/17 Initials: CNN

Comments: N/A

Fire Department: Date: 9/25/17 Initials: SD

Comments: N/A

Board of Education: Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 29 00 25 2 009 033.000
OWNER: STEWART PAULA J B
ADDRESS: 430 PLANATION PL HELENA AL 35080
LOCATION: 1722 VESTAVIEW LN VESTAVIA HILLS AL 35216

[111-C0] Baths: 1.0 H/C Sqft: 1,598
18-020.0 Bed Rooms: 3 Land Sch: L1
Land: 148,500 Imp: 83,300 Total: 231,800
Acres: 0.000 Sales Info: 03/01/2008
\$135,000

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

Tax Year : 2017

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 01 COUNTY HS YEAR: 0
SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$148,530
CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
BLDG 001 111 \$83,300
CLASS 3

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$227,900.00 BOE VALUE: 0

TOTAL MARKET VALUE [APPR. VALUE: \$231,800]: \$231,830
Assesment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$46,360	\$301.34	\$0	\$0.00	\$301.34
COUNTY	2	1	\$46,360	\$625.86	\$0	\$0.00	\$625.86
SCHOOL	2	1	\$46,360	\$380.15	\$0	\$0.00	\$380.15
DIST SCHOOL	2	1	\$46,360	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$46,360	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$46,360	\$236.44	\$0	\$0.00	\$236.44
SPC SCHOOL2	2	1	\$46,360	\$778.85	\$0	\$0.00	\$778.85

ASSD. VALUE: \$46,360.00

\$2,322.64

GRAND TOTAL: \$2,322.64

Payoff Quote

DEEDS

INSTRUMENT NUMBER

[2017055198](#)
[201416-11666](#)
[200409-2784](#)
[9808-4036](#)

PAYMENT INFO

DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
3/31/2017		2017		\$0.00
8/25/2014	10/25/2016	2016	ROBERT LOGAN	\$2,283.56
06/30/2004	10/30/2015	2015	ROBERT LOGAN KATHLEEN I HAMM	\$2,236.46
06/22/1998	4/27/2015	2014	ROBERT LOGAN	\$2,453.96
	1/11/2014	2013	EQUIVEST FINANCIAL, LLC	\$2,262.49
	1/7/2013	2012	EQUIVEST FINANCIAL LLC	\$2,262.49
	20111231	2011	***	\$2,251.46

STATE OF ALABAMA

Jefferson COUNTY

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

Date of Petition: July 20, 2017

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.

Contact: Denise Bruce
dbruce@shades.org
205-822-1670

EXHIBIT "A"

LOT: See legal description below

BLOCK: _____

SURVEY: _____

Instrument Number

RECORDED IN MAP BOOK 2017055198, PAGE _____ IN THE

PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):


Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18, Range 3 West, more particularly described as follows:

Begin at the Southeast corner of said 1/4-1/4 section, thence West along the South line thereof a distance of 438.6 feet to the point of beginning of tract here described; said point being in the center of Rogers Road; thence continue West along South line 103.4 feet; thence to the right at an angle of 88° 53' 30" run North 179.57 feet; thence at an angle to the right of 90° 55' run East 103.39 feet; thence at an angle to the right of 89° 05' run South 179.92 feet to the point of beginning. Except right of way of Rogers Road over the South 15 feet of said property.

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 _____ Block _____ Survey _____
Tom Boston, Minister of Administration	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson COUNTY

Sarah Beth Lovinggood 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 20 day of July, 2017.


Notary Public

My commission expires



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): Shades Mountain Baptist Church

Address: 1722 Vestaview Lane

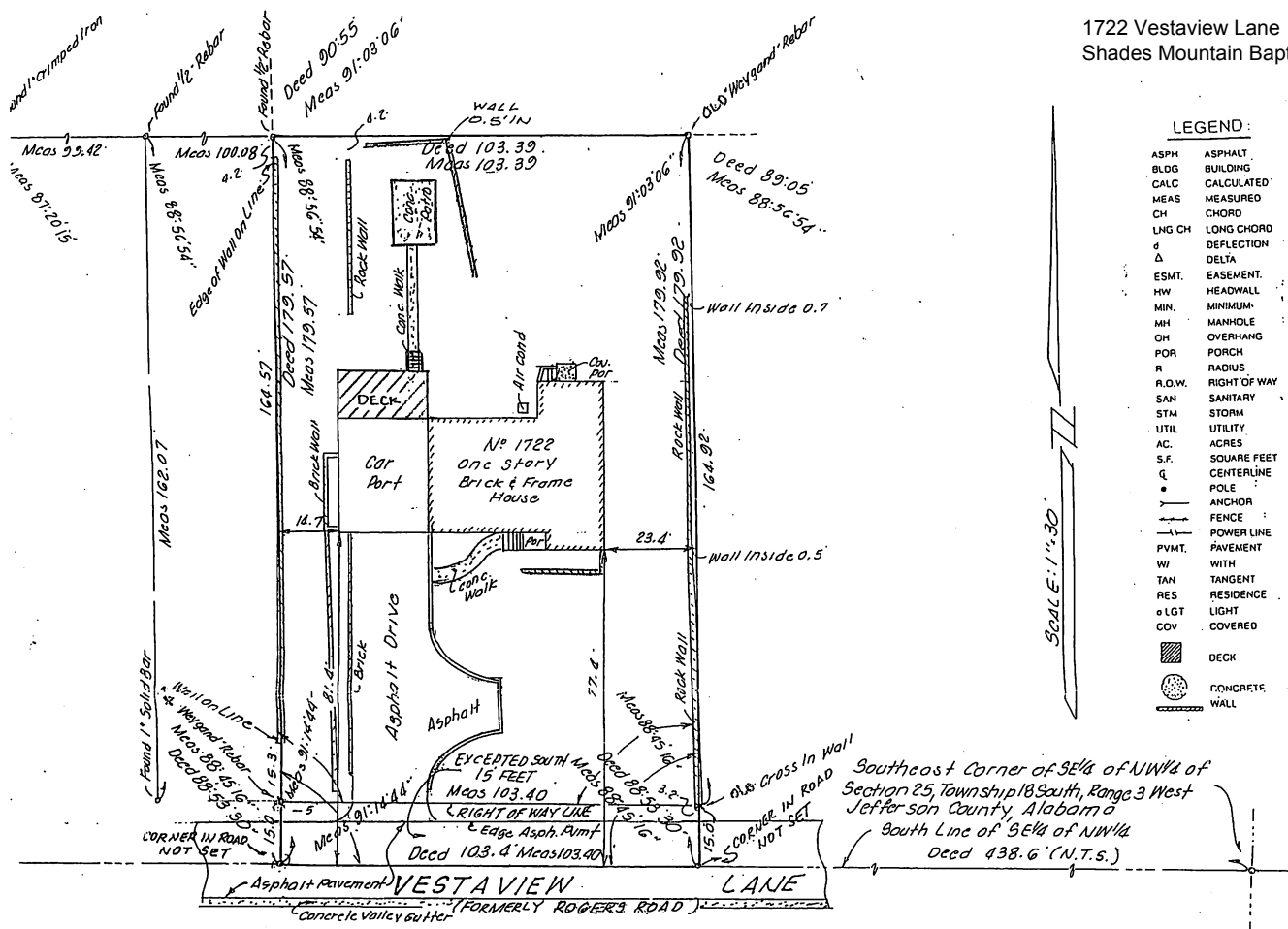
City: Vestavia Hills State: AL Zip: 35216

Information on Children: N/A

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

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

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



LEGEND:

- ASPH ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG CH 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
- C CENTERLINE
- ANCHOR
- FENCE
- POWER LINE
- PVMT. PAVEMENT
- WI WITH
- TAN TANGENT
- RES RESIDENCE
- LGT LIGHT
- COV COVERED
- DECK DECK
- CONCRETE WALL



"Closing Survey"

State of Alabama
Jefferson County)

I, Trent R. Wilson, a registered Land Surveyor, certify that I have surveyed the land shown and described hereon; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown. 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.

Legal Description:

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 3 West more particularly described as follows:

Begin at the Southeast corner of said quarter-quarter section; thence West along the South line thereof a distance of 438.6 feet to the point of beginning of tract here described, said point being in the center of Rogers Road; thence continue West along South line 103.4 feet; thence to the right at an angle of 88°53'-30" run North 179.57 feet; thence at an angle to the right of 90°55' run East 103.39 feet; thence at an angle to the right of 89°05', run South 179.92 feet to the point of beginning. Except right of way for Rogers Road over the South 15 feet of said property.

According to my survey of: March 28, 2017.
 Order No.: 51154
 Purchaser: _____
 Address: 1722 Vestaview Lane
 Survey invalid if not sealed in red.

Trent R. Wilson
 Trent R. Wilson Reg. L.S. #34764
 Weygand Surveyors, Inc.
 169 Oxmoor Road, PH: 942-0086
 Homewood, AL 35209 © Copyright

ORDINANCE NUMBER 2755

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 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):

1722 Vestaview Lane
Shades Mountain Baptist Church, Owner(s)

More particularly described as follows:

Part of the SE ¼ of the NW ¼ of Section 25, Township 18, Range 3 West, more particularly described as follows: Begin at the SE corner of the 1/4-1/4 section, thence West along the South line thereof a distance of 438.6 feet to a point of beginning of tract here described; said point being in the center of Rogers Road; thence continue West along South line of 103.4 feet; thence to the right at an angle of 88 degrees 53'30" run North 179.57 feet; thence at an angle to the right of 90 degrees 55' run east 103.39 feet; thence at an angle to the right of 89 degrees 05' run South 179.92 feet to the point of beginning. Except right-of-way of Rogers Road over the South 15 feet of said property.

APPROVED and ADOPTED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

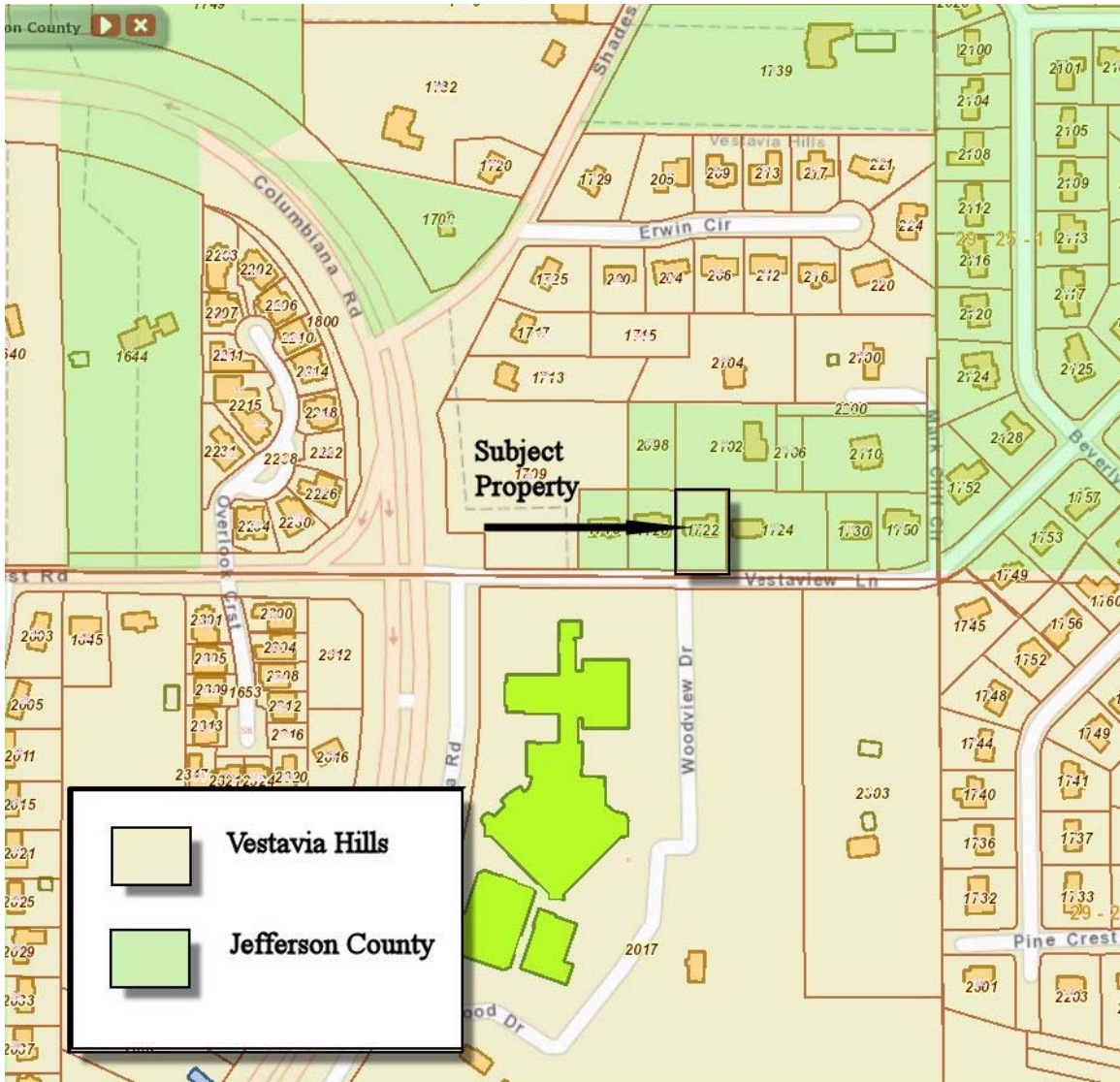
Rebecca Leavings
City Clerk

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 # 2755 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: **MARCH 8, 2018**

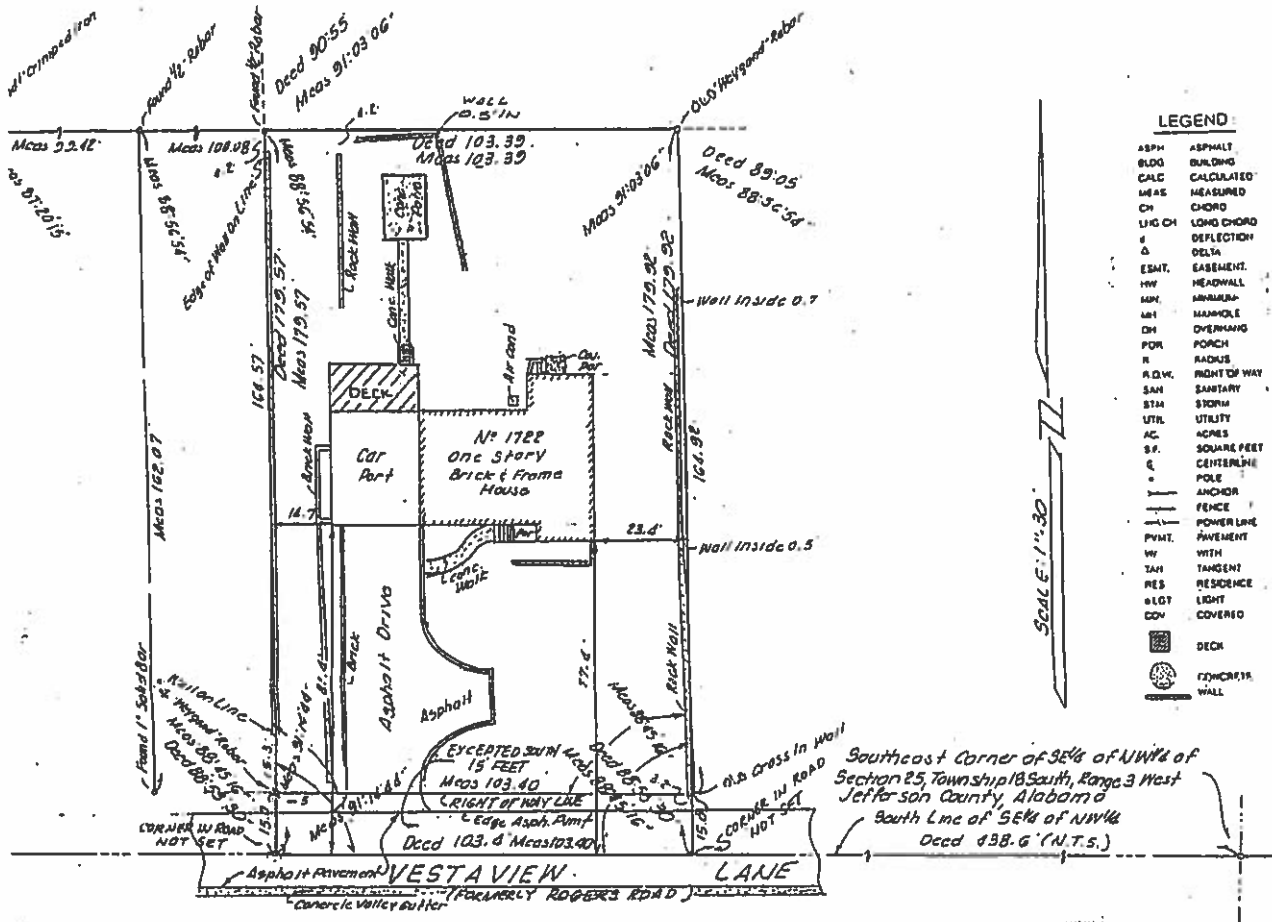
- **CASE:** P-0318-07
- **REQUESTED ACTION:** Rezoning Jefferson County R-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 1722 Vestaview Ln.
- **APPLICANT/OWNER:** Shades Mountain Baptist Church
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2738. Applicant is requesting the compatible rezoning.
- **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. Barnes made a motion to recommend rezoning approval for 1722 Vestaview Ln. from Jefferson County R-1 to Vestavia Hills R-2. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.



LEGEND

- ASPH ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LONG CH LONG CHORD
- Δ DEFLECTION
- Δ DELTA
- ESMT. EASEMENT
- HW HEADWALL
- MIN. MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.D.W. RIGHT OF WAY
- SAN SANITARY
- STN STORM
- UTL UTILITY
- HORS HORSE
- AC. SQUARE FEET
- C CENTERLINE
- POLE POLE
- ANCHOR ANCHOR
- FENCE FENCE
- POWER LINE POWER LINE
- PVMT. PAVEMENT
- WY WITH
- TAN TANGENT
- RES RESIDENCE
- o LGT LIGHT
- COV COVERED
- DECK DECK
- CONCRTE WALL

SCALE: 1"=30'

Southeast Corner of SE 1/4 of NW 1/4 of Section 25, Township 18 South, Range 3 West Jefferson County, Alabama
 South Line of SE 1/4 of NW 1/4 Deed 438.6 (N.T.S.)



State of Alabama)
 Jefferson County)

"Closing Survey"

I, Trent R. Wilson, a registered Land Surveyor, certify that I have surveyed the land shown and described hereon; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown. 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.

Legal Description:

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 18 South, Range 3 West more particularly described as follows:

Begin at the Southeast corner of said quarter-quarter section; thence West along the South line thereof a distance of 438.6 feet to the point of beginning of tract here described, said point being in the center of Rogers Road; thence continue West along South line 103.4 feet; thence to the right at an angle of 88:53'-30" run North 179.57 feet; thence at an angle to the right of 90:55' run East 103.39 feet; thence at an angle to the right of 89:05', run South 179.92 feet to the point of beginning. Except right of way for Rogers Road over the South 15 feet of said property.

According to my survey of: March 28, 2017
 Order No.: 51154
 Purchaser: _____
 Address: 1722 Vestaview Lane

Survey invalid if not sealed in red.

Trent R. Wilson
 Trent R. Wilson Reg. L.S. #34764
 Weygand Surveyors, Inc.
 169 Oxmoor Road, PH: 942-0086
 Homewood, AL 35209 © Copyright

ORDINANCE NUMBER 2756

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

WHEREAS, on the 8th day of January, 2018, 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:

2672 Dolly Ridge Road
Binita and Niraj "Neil" Parekh, 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 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

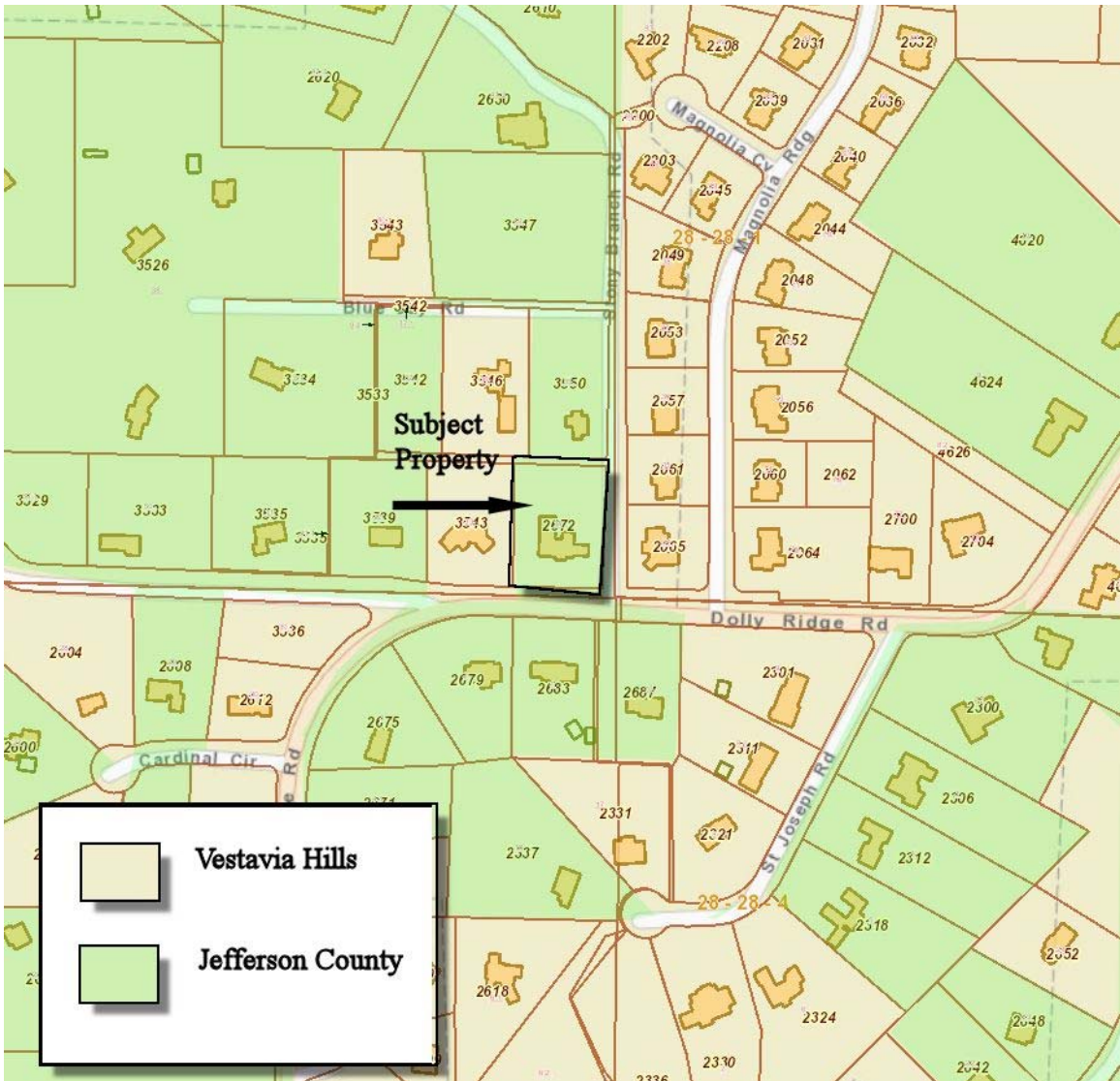
Rebecca Leavings
City Clerk

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 # 2756 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk





**2672 Dolly Ridge Road
Binita and Neil Parekh**

Annexation Committee Petition Review

Property: 2672 Dolly Ridge Rd

Owners: Binita + Neil Parekh

Date: 10-12-17

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 street is under county
through road & roomed for county maintenance
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 429,100.. 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 6 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: 2672 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: STREET will be maintained by JOFFERSON + MRA - Road Agreement.

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

Other Comments: _____



George Pierce
Chairman
10-18-17

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: 2672 Dolly Ridge Rd

Engineering; Public Services

Date: 9/21 Initials: CB

2672 Dolly Ridge Road -- no significant concerns noted; Dolly Ridge Road is on proposed Jefferson County Through-Road agreement for County maintenance; **Stony Branch** Road is a narrow roadway with limited right-of-way width, is in poor condition, but is anticipated to continue to be on Jefferson County's roadway maintenance schedule.

Police Department:

Date: 9-25-17 Initials: CUN

Comments: N/A

Fire Department:

Date: 9/25/17 Initials: (SK)

Comments: N/A

Board of Education:

Date: _____ Initials: _____

Comments: _____

Rebecca, I don't see this affecting the growth projections for the school system, it falls within our projected numbers. Let me know if you require anything else for this.

Thank you,
Steve

PARCEL #: 28 00 28 2 001 034.000
OWNER: ROSENSTIEL DONALD G & NANCY A
ADDRESS: 2672 DOLLY RIDGE RD VESTAVIA AL 35243-2227
LOCATION: 2672 DOLLY RIDGE RD BHAM AL 35243

[111-B-] Baths: 5.5 H/C Sqft: 3,965
18-012.0 Bed Rooms: 6 Land Sch: A114
 Land: **161,600** Imp: **267,500** Total: **429,100**
 Acres: **0.000** Sales Info: **02/01/2008**
\$410,000

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

Tax Year : 2017

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

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS:	3	OVER 65 CODE:	LAND VALUE 10%
EXEMPT CODE:	2-2	DISABILITY CODE:	LAND VALUE 20%
MUN CODE:	01 COUNTY	HS YEAR:	CURRENT USE VALUE [DEACTIVATED]
SCHOOL DIST:		EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			<u>CLASS 2</u>
FOREST ACRES:	0		<u>CLASS 3</u>
PREV YEAR VALUE:	\$429,100.00	BOE VALUE:	0
			POOL GUNITE 50 29G0500 \$11,900
			BLDG 001 111 \$255,600
			TOTAL MARKET VALUE [APPR. VALUE: \$429,100]: \$429,100
			Assesment Override:
			MARKET VALUE:
			CU VALUE:
			PENALTY:
			ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$42,920	\$278.98	\$4,000	\$26.00	\$252.98
COUNTY	3	1	\$42,920	\$579.42	\$2,000	\$27.00	\$552.42
SCHOOL	3	1	\$42,920	\$351.94	\$0	\$0.00	\$351.94
DIST SCHOOL	3	1	\$42,920	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$42,920	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$42,920	\$218.89	\$0	\$0.00	\$218.89
SPC SCHOOL2	3	1	\$42,920	\$721.06	\$0	\$0.00	\$721.06

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$42,920.00

\$2,150.29

GRAND TOTAL: \$2,102.29

Payoff Quote

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
200803-17121	02/29/2008		2017		\$0.00
200508-6131	06/17/2005	11/21/2016	2016	CORELOGIC	\$2,102.29
0-0	05/13/2002	12/1/2015	2015	CORELOGIC INC	\$2,102.29
		12/2/2014	2014	CORELOGIC INC	\$2,076.24
		11/19/2013	2013	CORELOGIC INC	\$2,067.22
		12/20/2012	2012	WELLS FARGO	\$2,066.73

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Sept 1, 2017

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.

NIRAJ (Neil) Parekh

205-352-4248

SLPHEALTH@gmail.com

EXHIBIT "A"

LOT: 034.000

BLOCK: 1 (One)

SURVEY: _____

N/A (metes and bounds)

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

COUNTY ZONING: E1

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

BEG NW INT STONY BRANCH RD & DOLLY RIDGE RD TH W ALONG DOLLY
RIDGE RD 185 FT S TH N 238.1 FT TH E ALONG RD 191 FT TH S ALG STONY
BRANCH RD 251 FT TO POB SECT 28 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.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>B.K. Parekh</u>	Lot <u>34</u> Block <u>1</u> Survey <u>see metes and bounds</u>
<u>Dot Parekh</u>	Lot <u>34</u> Block <u>1</u> Survey <u>see metes and bounds</u>
_____	Lot _____ Block _____ Survey _____

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

STATE OF ALABAMA

Jefferson County COUNTY

NIRAS K. Parekh 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.

B.K. Parekh
Signature of Certifier

Subscribed and sworn before me this the 21st day of September, 2017.

Kristen Gulley
Notary Public

My commission expires: 04-27-2021

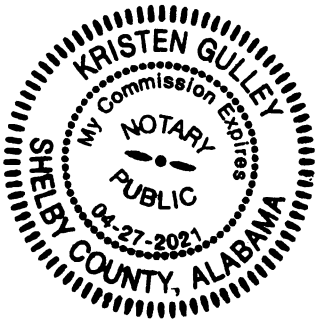


EXHIBIT "B"

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)

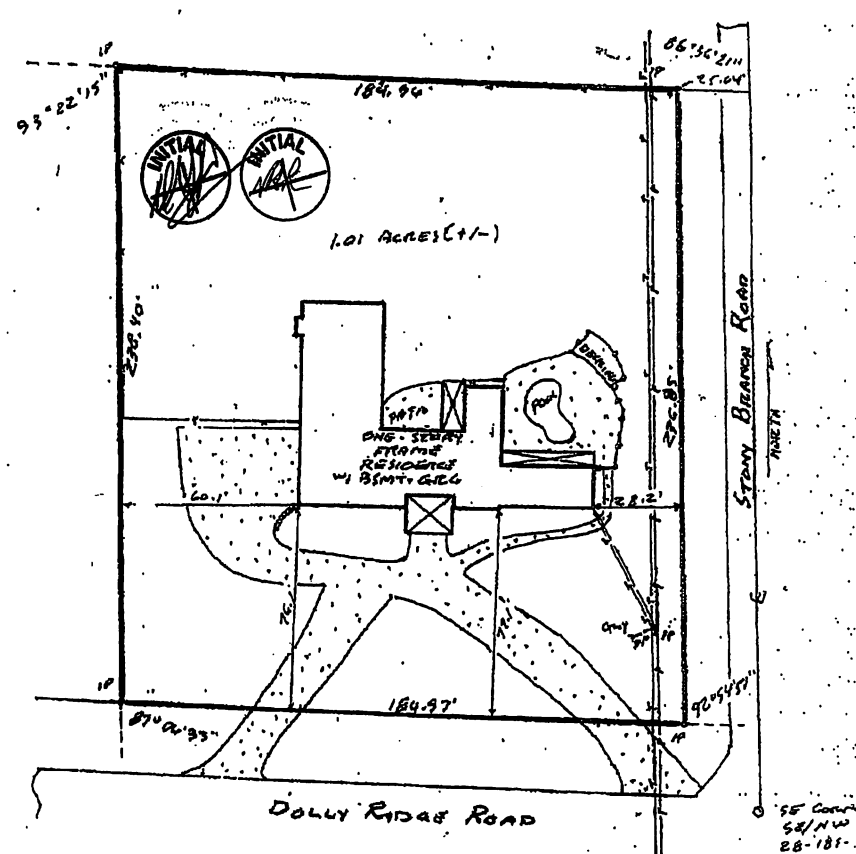
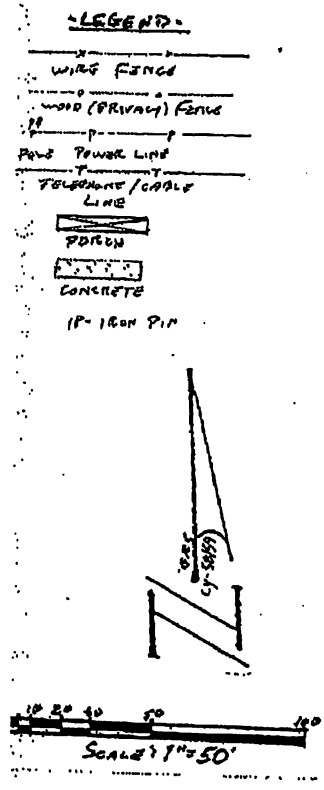
Name(s) of Homeowner(s): NIRAS & Binita Parekh
 Address: 2672 Dollyridge Road
 City: Vestavia Hills State: AL Zip: _____

Information on Children:

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

	Name(s)	Age	School Grade	Yes	No
1.	Monsi Parekh	11	6	✓	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 12/1/18



STATE OF ALABAMA:
~~DECATUR~~ COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

--SEE ATTACHED DESCRIPTION--

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the call for bearing in the above-cited description; the property is NOT within a "Special Flood Hazard Area"; this survey meets precision standards for ~~Suburban~~ property; and, 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.

The correct address is 2672 Dolly Ridge Road, VOTAWA HILLS, Alabama.

According to my survey this 22 day of FEBRUARY, 2008.

Gary R. Smith
 GARY R. SMITH
 PLS, Ala. Reg. #13199
 GRS Surveying CA 772-5
 19800 Zanzibar Lane, Vance, Alabama 35490
 Mailing Address P. O. Box 608
 Bessemer, Alabama 35021
 (205) 960-2252



This survey prepared for Clearing/Load purposes only

Survey Order # 2008-0092

ORDINANCE NUMBER 2757

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 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):

2672 Dolly Ridge Road
Binita and Niraj Parekh, Owner(s)

More particularly described as follows:

Commence at the SE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 18 South of the Huntsville Base Line, Range 2 West of the Huntsville Meridian; proceed North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section (being the center line of Stony Branch Road) for a distance of 266.64 feet; turn an angle to the left of 86 degrees 36'21" and proceed for a distance of 25.04 feet to a point on the West right-of-way of Stony Branch Road, being the point of beginning; continue along said course for a distance of 184.96 feet; turn an angle to the left 93 degrees 22' 15" and proceed for a distance of 238.40 feet to the north right-of-way of Dolly Ridge Road; turn an angle to the left of 87 degrees 06'33" and proceed along said right-of-way for a distance of 184.97 feet to the West right-of-way of Stony Branch Road, turn an angle to the left of 92 degrees 54'51" and proceed along said right-of-way for a distance of 236.85 feet to the point of beginning.

APPROVED and ADOPTED this the 23rd day of April, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

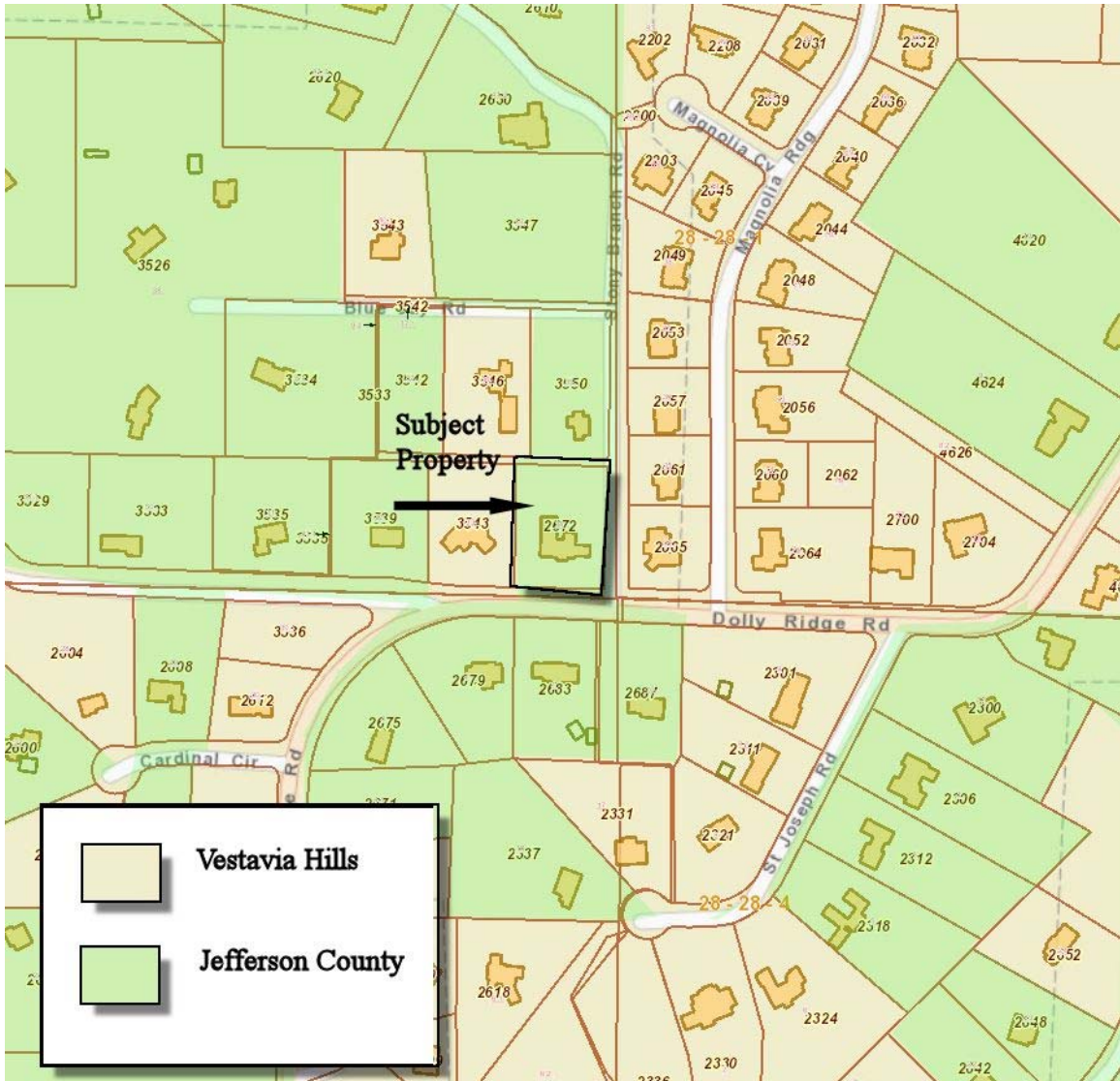
Rebecca Leavings
City Clerk

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 # 2757 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 23rd day of April, 2018, 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 _____, 2018.

Rebecca Leavings
City Clerk



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

Date: MARCH 8, 2018

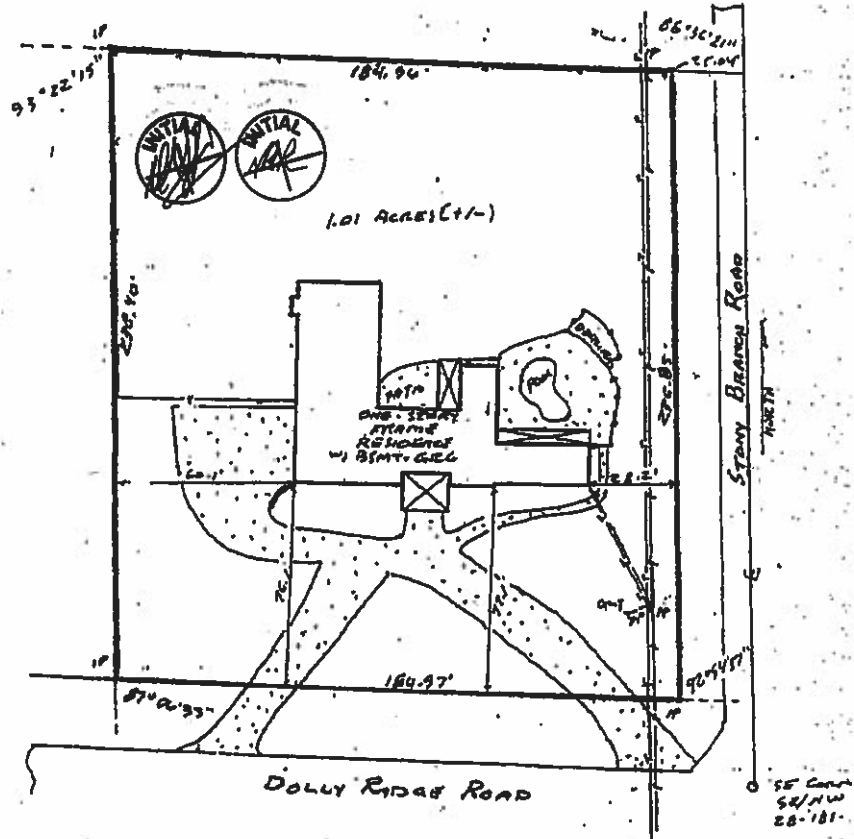
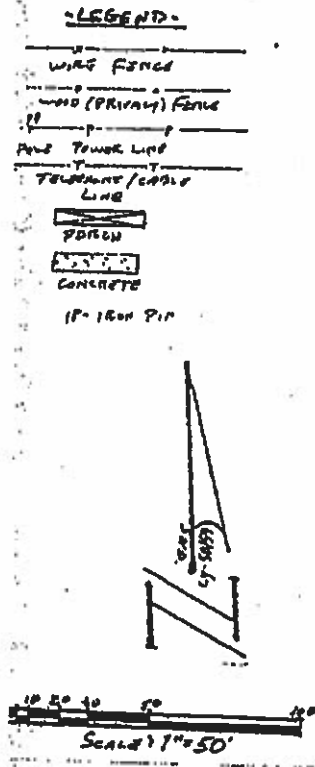
- **CASE: P-0318-08**
- **REQUESTED ACTION:** Rezoning Jefferson County E-1 to Vestavia Hills E-2
- **ADDRESS/LOCATION:** 2672 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Niraj & Binta Parekh
- **GENERAL DISCUSSION:** Property was annexed overnight by City Council on 1/8/18 with the passage of Ordinance 2737. Applicant is requesting the compatible rezoning.
- **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. Barnes made a motion to recommend rezoning approval for 2672 Dolly Ridge Rd. from Jefferson County E-1 to Vestavia Hills E-2. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Brooks – yes
Mr. House – yes
Mr. Burrell – yes
Mr. Larson – yes

Mrs. Barnes – yes
Mr. Weaver – yes
Mrs. Cobb – yes
Mr. Gilchrist – yes
Motion carried.



STATE OF ALABAMA:
FREMONT COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

--SEE ATTACHED DESCRIPTION--

I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the call for bearing in the above-cited description; the property is NOT within a "Special Flood Hazard Area"; this survey meets precision standards for Suburban property; and, 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.

The correct address is 2672 Dolly Ridge Road, VOTAWA HILLS, Alabama.

According to my survey this 22 day of FEBRUARY, 2008.

Gary R. Smith
 GARY R. SMITH
 PLS, Ala. Reg. #13199
 GRS Surveying CA 772-5
 19800 Zanzibar Lane, Vance, Alabama 35490
 Mailing Address P. O. Box 608
 Bessemer, Alabama 35021
 (205) 960-2252



This survey prepared for Client/Loan purposes only

Survey Order # 2008-0097

RESOLUTION NO. 5036

**A RESOLUTION AUTHORIZING
A SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
BY THE CITY OF VESTAVIA HILLS, ALABAMA
AND
BLACKWATER REAL ESTATE, LLC**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (THE "COUNCIL"), AS GOVERNING BODY OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "Municipality"), as follows:

Section 1. The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the Municipality and Blackwater Real Estate, LLC (the "Owner") have prepared that certain Special Economic Development Agreement to be dated the Date of Delivery (the "Special Economic Development Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Municipality is without absolute authority or power under any local constitutional amendment to do any of the actions or undertakings referenced in Amendment No. 772 of the Constitution of Alabama of 1901, as amended ("Amendment No. 772").

(c) The Municipality is authorized under Amendment No. 772 to become indebted, and to issue obligations as referenced therein, upon the full faith and credit of the Municipality, to a principal amount not exceeding 50% of the assessed value of taxable property therein, as determined for state taxation, in furtherance of the powers and authorities granted in Amendment No. 772.

(d) Pursuant to, and for the purposes of, Amendment No. 772, it is necessary, desirable and in the public interest for the Municipality to grant public funds for the economic development of the Municipality, and for such purposes to issue its Limited Obligation Economic Development Revenue Warrant in maximum principal amount of \$4,247,808 (the "Warrant"), pursuant to the terms of the Special Economic Development Agreement.

(e) The expenditure of public funds for the purposes specified in the Special Economic Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(f) (1) The Municipality shall cause to be published in *The Birmingham News*, which newspaper has the largest circulation in the Municipality, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE OF PROPOSED ECONOMIC DEVELOPMENT ACTION
AND
RELATED PUBLIC EXPENDITURES BY THE CITY OF VESTAVIA HILLS,
ALABAMA**

Notice is hereby given that the City Council (the "Council") of the City of Vestavia Hills, Alabama (the "City") will meet in public session at 6:00 p.m. on April 23, 2018 at City Hall in the City of Vestavia Hills, Alabama for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") approving the execution and delivery of a Special Economic Development Agreement (the "City Agreement") by the City and Blackwater Real Estate, LLC, an Alabama limited liability company (the "Developer"), to be dated the Date of Delivery, pursuant to which City Agreement the City shall issue its Limited Obligation Economic Development Revenue Warrant in a maximum principal amount of \$4,247,808 (the "City Warrant") to the Developer, for purposes referenced in the City Agreement.

The City Warrant shall evidence the agreement of the City to make economic development grants to the Developer (based solely upon a percentage of net sales tax proceeds received by the City from the Developer for a period of ten years) for the purpose of promoting the economic development of the City and in consideration of the establishment by the Developer and the operation of commercial and related facilities in the City.

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

The business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value is the Developer.

All interested persons may examine and review the City Agreement, the Resolution, and all relevant documents pursuant to which the City Warrant is to be issued and secured, and make copies thereof at personal expense, at the offices of the City Manager during normal business hours, before and after the meeting referenced herein.

Further information concerning the information in this notice can be obtained from the City Manager at the offices thereof during normal business hours.

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) (1) The assessed valuation of the taxable property in the Municipality for the preceding fiscal year (ending September 30, 2017 and on the basis of which taxes became due and payable on October 1, 2018) was not less than \$700,120,010.

(2) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Section 225 of the Constitution of Alabama of 1901, as amended, (which indebtedness does not include the Warrant issued under Amendment No. 772), is not more than twenty percent of said assessed valuation.

(3) The total indebtedness of the Municipality chargeable against the debt limitation for the Municipality prescribed by Amendment No. 772(a)(4) (which indebtedness does include the Warrant), is not more than fifty percent of said assessed valuation.

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

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

(b) the terms and provisions of the Special Economic Development Agreement, in substantially the form and of substantially the content as set forth as follows, with such changes thereto (by addition or deletion) as the Mayor shall approve, which approval shall not extend or increase the obligations of the Municipality thereunder and shall be conclusively evidenced by execution and delivery of the Special Economic Development Agreement as hereinafter provided:

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

Dated _____, 2018

by

CITY OF VESTAVIA HILLS, ALABAMA

and

BLACKWATER REAL ESTATE, LLC

This Special Economic Development Agreement was prepared by Heyward C. Hosch and Ann E. Watford of Maynard, Cooper & Gale, P.C., 1901 Sixth Avenue North, 2400 Regions/Harbert Plaza, Birmingham, Alabama 35203-2618.

SPECIAL ECONOMIC DEVELOPMENT AGREEMENT

_____, 2018

This Special Economic Development Agreement is made on the above date by:

Municipality: City of Vestavia Hills, Alabama

Owner: Blackwater Real Estate, LLC, its successors and assigns

Recitals

The Owner expects and intends to expand and increase the tax and revenue base of the Municipality by development of commercial enterprises within the corporate limits of the Municipality.

The Municipality has agreed to provide the Owner the within referenced Annual Economic Development Payments.

Pursuant to the applicable laws of the State of Alabama, and for the purposes referenced herein, the Municipality and the Owner have delivered this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the Municipality and the Owner hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

Actual Cost Certificate shall have the meaning assigned in Article 5(2).

Actual Cost Reduction Amount shall mean the positive amount by which the Estimated Project Cost exceeds the actual aggregate costs of the Project as set forth in the Actual Cost Certificate. If the actual aggregate costs of the Project exceed the Estimated Project Cost, the Actual Cost Reduction Amount shall be zero (0).

Annual Economic Development Payment shall mean, for each Annual Payment Date, an amount equal to fifty percent (50%) of the Municipality Net Sales Tax Proceeds actually received by the Municipality from the Project during each Project Year for which such Annual Economic Development Payment is determined during the period beginning on the Date of Commencement and ending on the Date of Termination.

Annual Payment Date shall mean such date which is 45 days after receipt by the Municipality of the certificate therefor from the Owner pursuant to Section 4.02(1).

Commencement Requirements shall mean the requirements set forth in Section 2 of Article 5.

Date of Commencement shall mean the first day of the calendar month next succeeding the month in which the Commencement Requirements are satisfied.

Date of Delivery shall mean the date set forth on the first page hereof.

Date of Occupancy shall mean the date on which the Municipality shall have issued a certificate of occupancy for the approximately 50,000 square feet of the Project.

Date of Termination shall mean that date on which the Municipality shall have no obligation to make any Annual Economic Development Payment under this Agreement or the Warrant in accordance with Section 4.01(4)(b).

Date of Validation shall mean that date on which a judgment entered by the Circuit Court of Jefferson County, Alabama validating and confirming the Warrant shall have become forever conclusive in accordance with, and as provided in, Section 6-6-755 of the Code of Alabama 1975.

Enabling Law shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, as at any time amended or supplemented, or any successor provision of law.

Estimated Project Cost shall mean \$16,152,808, which such amount is the total of all costs to develop and construct the Project, whether by Owner, tenants or occupants of the Project.

Municipality Net Sales Tax Proceeds for any year shall (a) mean and include all proceeds and receipts of the Municipality Sales Tax less and except proceeds of the Municipality Sales Tax dedicated for public school purposes and capital reserves, and (b) not include any proceeds or receipts received by the

Municipality (i) from the levy by the Municipality of privilege license or excise taxes not described in the definition of Municipality Sales Tax or (ii) from the levy of privilege license or excise taxes of any kind, type or nature by taxing authorities other than the Municipality.

Municipality Sales Tax shall mean collectively the privilege license and excise taxes levied by the Municipality (commonly called sales and use taxes) which consist of (i) a privilege or license (commonly called sales) tax on persons engaged in the business of selling at retail any tangible personal property within the Municipality (subject to exemption of certain property as provided by law) or in the business of conducting places of amusement or entertainment within the Municipality, generally measured by the gross sales or receipts of such businesses and (ii) an excise (commonly called a use) tax on the storage, use or other consumption of tangible personal property (subject to exemptions of certain property as provided by law) within the Municipality, generally measured by the sales price of such property.

Owner shall mean Blackwater Real Estate, LLC, and the successors and assigns thereof.

Project Year shall mean the applicable period of twelve (12) successive months following the Date of Commencement (or anniversary thereof, as applicable) during the term of this Agreement.

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

Project shall mean and include those commercial and related facilities established by the Owner within the Municipality from which the Municipality receives Municipality Net Sales Tax Proceeds, as described on Exhibit C.

State shall mean the State of Alabama.

Total Municipality Commitment shall mean an amount equal to \$4,247,808 less the Actual Cost Reduction Amount.

Warrant shall have the meaning set forth in Section 4.03.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The Municipality

The Municipality hereby represents as follows:

(1) The Municipality has corporate power and authority to enter into this Agreement, pursuant to the Enabling Law and to carry out its obligations hereunder and by proper corporate action the Municipality has duly authorized the execution, delivery and performance of this Agreement.

(2) The Warrant shall be issued, sold and delivered upon condition, and purchased by the Owner thereof in the reliance, that this Agreement is enforceable against the Municipality in accordance with the terms hereof.

(3) The issuance of the Warrant and the application of the proceeds thereof for the purposes set forth in this Agreement (i) will result in direct financial benefits to the Municipality and (ii) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(4) The Municipality represents and certifies that the indebtedness of the Municipality incurred pursuant to the Enabling Law is less than 50 percent of the assessed value of the taxable property in the Municipality as determined for state taxation for the fiscal year ending September 30, 2017.

SECTION 2.02 The Owner

The Owner hereby represents and warrants as follows:

- (1) The Owner is duly organized and validly existing as a limited liability company under the laws of the State of Alabama and has duly authorized the execution, delivery and performance of this Agreement.
- (2) The execution, delivery and performance of this Agreement by the Owner does not conflict with or result in a violation of any agreement, contract, instrument, order, writ, judgment or decree to which the Owner is a party or is subject.
- (3) No consent or approval by, or filing with, any governmental authority in the State of Alabama is required for the execution or delivery of this Agreement by the Owner or for the full effectiveness or enforceability thereof under the laws of the State of Alabama.
- (4) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened in writing against or affecting the Owner, which involves the consummation of the transactions contemplated by, or the validity of, this Agreement.

ARTICLE 3

DURATION OF AGREEMENT

The obligations of the Municipality and the Owner hereunder shall arise on the Date of Validation and shall continue until the Date of Termination, except with respect to any specific agreement or covenant which by its terms expressly survives termination of this Agreement.

ARTICLE 4

AGREEMENTS AND OBLIGATIONS OF THE MUNICIPALITY

SECTION 4.01 Nature, Amount and Duration of Obligation of Municipality

The Municipality and the Owner agree:

(1) Purpose. Pursuant to this Agreement, the Municipality has agreed to pay to the Owner of the Warrant in installments in arrears the Annual Economic Development Payments determined by the Municipality to be due and payable in accordance with the terms hereof.

(2) Limited Obligation. The obligation of the Municipality for the payment of the Warrant:

(a) is a limited obligation payable solely from the Annual Economic Development Payments;

(b) shall never constitute a general obligation, or a charge against the general credit or taxing powers, of the Municipality within the meaning of any constitutional provision or statutory limitation whatsoever;

(c) is subject to (i) all pledges of the Municipality Net Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all Municipality Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the Municipality; and

(d) shall commence after the Date of Validation.

(3) Maximum Amount. The maximum amount the Municipality shall pay under this Agreement and the Warrant shall be limited to and shall not exceed the Total Municipality Commitment.

(4) Duration and Termination. Anything in this Agreement or in the Warrant to the contrary notwithstanding, the Municipality shall have no obligation to pay any amount of Annual Economic Development Payments under this Agreement or the Warrant:

(a) prior to the Date of Validation; or

(b) after the first to occur of (i) the expiration of ten (10) Annual Payment Dates or (ii) that date on which the Municipality shall have paid as Annual Economic Development Payments an aggregate amount not less than the Total Municipality Commitment or (iii) termination of this Agreement by the Municipality under Section 6.02(2).

SECTION 4.02 Determination and Payment of Annual Economic Development Payments.

(1) In order to receive an Annual Economic Development Payment during the period prior to the Date of Termination, the Owner shall execute and deliver to the Municipality, a certificate in form and

of content as attached as Exhibit B hereto. Owner shall provide such certificate no later than 45 days but in no event later than 6 months after the expiration of each Project Year during the term of this Agreement.

(2) The Municipality shall, on each Annual Payment Date, determine as provided herein, and pay to the Owner, the amount (if any) of the Annual Economic Development Payment due hereunder for the period referenced in such certificate.

(3) The Municipality will permit any attorneys, accountants or other agents or representatives designated by the Owner to visit and inspect any of the accounting systems, books of account, and financial records and properties of the Municipality which pertain to the Municipality Net Sales Tax Proceeds and the determination of Annual Economic Development Payments, all at reasonable business times and upon reasonable notice.

SECTION 4.03 The Warrant

(1) The obligation of the Municipality to pay the Annual Economic Development Payments hereunder shall be evidenced by a limited obligation revenue warrant, payable solely from, and secured by a pledge of, the Annual Economic Development Payments, in form and of content as the form of warrant attached to this Agreement as Exhibit A (the "Warrant").

(2) The Warrant shall not bear interest, shall be issued in an aggregate principal amount not exceeding the Total Municipality Commitment, shall be dated the Date of Delivery, and shall mature on the Date of Termination.

(3) The Warrant shall be duly executed, sealed, and attested by the Municipality, and shall be registered by the Municipality as a conditional claim against the Annual Economic Development Payments.

(4) The Warrant shall be registered and transferred as provided therein.

SECTION 4.04 Agreements of the Municipality

(1) All proceedings of the governing body of the Municipality heretofore had and taken, and all ordinances and resolutions adopted pursuant thereto with respect to the levy and collection of the Municipality Sales Tax, are hereby ratified and confirmed in all respects from and after the effective date thereof.

(2) The Municipality covenants and agrees the Municipality shall, as long as this Agreement and the Warrant shall be outstanding, continue to levy and to provide for the assessment and collection of the Municipality Sales Tax at rates not less than those in effect on the date of this Agreement.

ARTICLE 5

OBLIGATIONS OF THE OWNER

(1) The Owner hereby agrees to duly and punctually observe and perform all agreements thereof under this Agreement.

(2) Within one year after the Date of Occupancy, the Owner shall deliver to the Municipality the following Commencement Requirements:

(a) A certificate setting forth the actual aggregate costs of the Project (the "Actual Cost Certificate"); and

(b) Such information with respect to the verification of the actual aggregate costs of the Project as the Municipality shall request.

Notwithstanding the foregoing, if Owner has not yet spent the entire amount of the Estimated Project Cost on the date Owner delivers the Commencement Requirements to the City and such shortfall is attributable to interior improvements in the retail spaces only, the City and Owner shall agree upon an appropriate cost amount to complete such interior spaces upon Owner securing tenants or users for such spaces and such amount shall be added to the Estimated Project Costs prior to calculating any Actual Cost Reduction Amount, if any.

(3) The City has agreed to provide the Annual Economic Development Payments to assist with the costs of development of the Project in order to incentivize Developer to develop and construct the Project in the Municipality.

(4) (a) The Owner agrees to defend, protect, indemnify, and hold harmless the Municipality, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the negligent misconduct of the City, its agents, employees, and members of its governing body: (i) any construction activity performed by Owner, or anyone claiming by through, or under Owner; and (ii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of the Project, including, without limitation, tenants, customers and invitees of the Project and/or Owner.

(b) The agreements and covenants in this Article 5 shall survive the termination of this Agreement with respect to events or occurrences happening prior to or upon the termination of this Agreement and shall remain in full force and effect until commencement of an action with respect to any thereof shall be prohibited by law.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default

Any one or more of the following shall constitute an event of default by the Municipality or the Owner hereunder (an "Event of Default") under this Agreement:

(1) default in the performance, or breach, of any covenant or warranty of the Municipality in this Agreement, including without limitation default in the payment of any Annual Economic Development Payments under Section 4.02 hereof, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Municipality by the Owner a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Municipality shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of the Owner in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Owner by the Municipality a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Owner shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

SECTION 6.02 Remedies

(1) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(2) Anything in this Agreement to the contrary notwithstanding, the Municipality may terminate this Agreement upon the occurrence of an Event of Default under Section 6.01(2), whereupon the Municipality shall have no further obligation hereunder.

SECTION 6.03 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 7

PROVISIONS OF GENERAL APPLICATION

- (a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Binding Effect:** This Agreement shall be enforceable by and binding upon the respective successors and assigns of the undersigned.
- (c) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (d) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (e) **Assignment:** This Agreement may be transferred by the Owner, as provided hereinafter, without consent of the Municipality, to a transferee of the Warrant simultaneously with the endorsement by the Municipality of transfer of the Warrant to such transferee as provided in the Warrant therefor. Owner's rights under this Agreement may be assigned without the City's consent to any lender providing financing for the Project (a "Project Lender"). In the event of any such collateral assignment, and reasonable notice thereof to the City, a copy of any and all notices thereafter given to Owner under this Agreement will be simultaneously provided to the Project Lender at the address provided in such notice to the City. Furthermore, Owner may assign or transfer its interest in this Agreement, without the written consent of the City, but with written notice of such assignment or transfer to the City, to either (1) an affiliated entity of Owner or an entity owned, managed or controlled by Owner or the owners of Owner, or (2) a third-party purchaser of the Project from Owner. No such assignment or transfer shall be valid or binding on City unless the person or entity to whom such assignment or transfer is made agrees in writing to assume any and all obligations of Owner and to be bound fully by this Agreement as Owner was prior to such assignment. Furthermore, Owner may sell the Project to a third party at any time during the term of this Agreement, and no such sale shall relieve the City of its obligations to make the payments required hereunder to Owner or its assigns, regardless of the fact that the Project may be owned by another entity, unless Owner, at its sole option, assigns its rights under this Agreement to such third party purchaser and advises the City of such assignment as set forth in the preceding sentence.

- (f) **Enforceability:** If any provision herein shall be unenforceable, the parties agree the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (g) **Notices:** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (h) **No Jury Trial:** Each party hereto hereby (1) waives, to the extent permitted by law, any right to trial by jury in any action or proceeding under, or related to, this Agreement and (2) agrees that no person has represented (by expression or implication) that a party hereto would not seek to enforce such waiver in the event of litigation.
- (i) **No Joint Venture:** This Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto.
- (j) **No Other Beneficiaries:** This Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.
- (k) **Final and Full Contract:** This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Owner has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

By _____
City Manager

SEAL

ATTEST: _____
City Clerk

Address of Municipality:

City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

BLACKWATER REAL ESTATE, LLC

By: _____

Its: _____

Address of Owner:

700 Montgomery Highway, Suite 186
Birmingham, Alabama 35216

EXHIBIT A
Form of Warrant

This Warrant has not been registered (i) under the Securities Act of 1933, as amended, in reliance upon the exemption provided by Section 4(2) of said act, or (ii) under any state securities law, in reliance upon applicable exemptions, and may not be transferred without registration except pursuant to an exemption therefrom.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF VESTAVIA HILLS
LIMITED OBLIGATION ECONOMIC DEVELOPMENT REVENUE WARRANT
(BLACKWATER REAL ESTATE, LLC)**

No. R-1

DATED DATE:

_____, 20__

MATURITY DATE:

Date of Termination

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

BLACKWATER REAL ESTATE, LLC

or registered assigns (collectively the "Owner") in a principal amount not exceeding

**FOUR MILLION, TWO HUNDRED FORTY-SEVEN THOUSAND
EIGHT HUNDRED EIGHT DOLLARS
(\$4,247,808)**

as determined pursuant to the within-referenced Agreement, and hereby orders and directs the Finance Director of the Municipality to pay to the Owner, solely from the Annual Economic Development Payments deposited in the Warrant Fund hereinafter designated, said principal amount, without interest, on each Annual Payment Date, until and including the Maturity Date specified above.

Authority for Issuance

This Warrant is issued pursuant to the authority of the Constitution and laws of the State of Alabama, including particularly and without limitation Amendment No. 772 of the Constitution of Alabama of 1901, as amended (collectively the "Enabling Law"), and that certain Special Economic Development Agreement dated the above Dated Date (the "Agreement") by the Municipality and Blackwater Real Estate, LLC.

Capitalized terms used hereinbefore and hereinafter without definition shall have the respective meanings assigned thereto in the Agreement.

Reference is made to the provisions of the Agreement, to and by which all of which provisions the Owner, by acceptance of this Warrant, assents and agrees to be bound.

Payment

Payment of this Warrant shall be made to or as directed by the Owner; provided the final payment of principal of this Warrant shall be made only upon presentation and surrender of this Warrant to the Municipality for cancellation.

Each payment of principal made on this Warrant shall be reflected by the notations made by the Municipality on its internal records (which may be kept by computer or by other means determined by the Municipality) and the Municipality is hereby authorized so to record thereon all such payments. All payments of principal on this Warrant and the aggregate unpaid principal amount of this Warrant reflected on the internal records of the Municipality (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid.

All payments of principal of this Warrant by the Municipality shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Municipality upon this Warrant to the extent of the amounts so paid.

The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of this Warrant shall be made only to or upon the order of the Owner hereof or its legal representative, and neither the Municipality nor any agent of the Municipality shall be affected by any notice to the contrary.

Security

This Warrant is a limited obligation of the Municipality payable solely from the Annual Economic Development Payments as provided in the Agreement.

The Annual Economic Development Payments are hereby pledged to the payment, and for the benefit, of this Warrant, subject to (i) all prior pledges of the Municipality Net Sales Tax Proceeds for the benefit of long term indebtedness of the Municipality and (ii) in accordance with Johnson v. Sheffield, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all Municipality Net Sales Tax Proceeds (including without limitation the Annual Economic Development Payments) the legitimate and necessary governmental expenses of operating the Municipality.

This Warrant shall never constitute a charge against the general credit or taxing powers of the Municipality within the meaning of any constitutional provision or statutory limitation whatsoever.

The Municipality has established a special fund designated "Warrant Fund" (the "Warrant Fund") for the payment of this Warrant and has obligated itself to pay or cause to be paid into the Warrant Fund, solely from the Annual Economic Development Payments, sums sufficient to provide for the payment of this Warrant.

Prepayment and Redemption

The Municipality may, on any date, pay in advance the entire unpaid principal amount of this Warrant or any lesser portion or portions thereof by paying to the Owner the principal amount to be prepaid without premium or penalty.

Registration and Transfer

This Warrant is registered as to principal and interest in the name of the Owner on the book of registration maintained for that purpose by the Municipality.

This Warrant may be transferred only upon written direction of the registered owner or its legal representative, addressed to the Municipality, presentation of this Warrant to the Municipality accompanied by a written instrument of transfer, satisfactory to the Municipality, duly executed by the registered owner or its attorney duly authorized in writing, and compliance with Article 7(e) of the Agreement. Upon presentation of this Warrant to the Municipality for transfer, the Municipality shall record such transfer on said book of registration and shall endorse on the Registration of Ownership hereon the name of the transferee and the principal amount of this Warrant then outstanding. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

General

No covenant or agreement contained in this Warrant or in the Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Municipality in the individual capacity thereof and none of such parties or persons nor any officer executing this Warrant shall be liable personally on this Warrant or be subject to any personal liability or accountability by reason of the issuance of this Warrant.

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

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

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Mayor

S E A L

Attest: _____
City Clerk

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a conditional claim against the City of Vestavia Hills, in the State of Alabama, and the Warrant Fund referred to herein, and the Annual Economic Development Payments pledged to the payment hereof.

Finance Director of the City of Vestavia Hills,
Alabama

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Jefferson County, State of Alabama entered on the _____ day of _____, 2018.

Clerk of Circuit Court of Jefferson County, Alabama

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the warrant register of the City of Vestavia Hills in the name of the last owner named below. The principal of this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Principal Amount Outstanding</u>	<u>Signature of Authorized Officer of Municipality</u>
Dated Date	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Assignment

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

Dated: _____

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

EXHIBIT B

Request for Payment of Annual Economic Development Payments

Request for Payment of Annual Economic Development Payments

From: Blackwater Real Estate, LLC

To: City of Vestavia Hills, Alabama

Date: _____, 20__

Re: **Special Economic Development Agreement dated _____, 2018 by City of Vestavia Hills, Alabama (the "Municipality") and Blackwater Real Estate, LLC (the "Owner").**

The undersigned, as Owner under the above Agreement, hereby requests payment to the Owner by the Municipality of the Annual Economic Development Payment, to be determined by the Municipality as provided in the Agreement, for the following period:

_____ 1, 20__ to _____ 1, 20__

and in connection therewith does hereby represent, warrant and certify to the Municipality as follows:

1. The Owner is in full compliance with the agreements and covenants thereof under the Agreement and no Event of Default, or any event which upon notice, or lapse of time, or both shall become an Event of Default, has occurred and is continuing.
2. The Agreement is in full force and effect.
3. The Owner is in full compliance with all applicable ordinances and regulations of the Municipality.

Capitalized terms used herein shall have the respective meanings assigned in the above Agreement.

In Witness Whereof, the undersigned Owner has caused this instrument to be executed in its name, under seal, by an officer thereof duly authorized thereunto.

Blackwater Real Estate, LLC
as Owner

By _____

Its _____

EXHIBIT C

The Project

The Project consists of approximately 10 acres of land shown on the attached diagram and capital improvements thereon as follows:

- (a) Approximately 48,300 square foot grocery store;
- (b) Approximately 14,400 square feet of retail space;
- (c) Two out parcels for an approximately 4,000 square foot building on each parcel.

The foregoing square footage amounts are approximate numbers and may be adjusted to suit specific tenants or occupants that may locate within the Project from time to time.

Section 3.

(a) The Mayor and the City Manager are each hereby authorized and directed to execute and deliver the Special Economic Development Agreement and the Warrant for and on behalf of and in the name of the Municipality. The City Clerk is hereby authorized and directed to affix the official seal of the Municipality to the Special Economic Development Agreement and the Warrant and to attest the same.

(b) The Mayor, the City Manager, and the officers of the Municipality are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Special Economic Development Agreement and the Warrant, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this resolution or the Special Economic Development Agreement or duly and punctually observe and perform all agreements and obligations of the Municipality under the Special Economic Development Agreement.

Section 4. The Municipality desires, before the issuance of the Warrant referenced in the Special Economic Development Agreement, to validate the legality of all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the Warrant, and the validity of all covenants and provisions contained in this resolution and the Special Economic Development Agreement and the Warrant, by filing a petition against the taxpayers and citizens of the Municipality in the Circuit Court of Jefferson County, Alabama. A complaint to validate such Warrant, proceedings, and covenants shall be filed and validation proceedings shall be instituted in the name of the Municipality and the members of the governing body of the Municipality. Maynard, Cooper & Gale, P.C., Birmingham, Alabama, and Patrick H. Boone, Esq., are hereby designated and appointed as the attorneys of the Municipality to file such complaint, institute such proceedings, and to take all steps necessary to complete such validation proceedings in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the CODE OF ALABAMA 1975. Any actions heretofore taken by such attorneys in connection with the filing of such petition or such validation proceedings are hereby ratified and confirmed.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the Council or other representative of the Municipality, in connection with the agreements, covenants, and undertakings of the Municipality hereby approved, or in connection with the preparation of the Special Economic Development Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.

* * *

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

Approval of Minutes:

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

Mayor

Member of Council

Member of Council

Member of Council

Member of Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a special meeting of the City Council of the Municipality duly held on April 9, 2018, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such Resolution as introduced and adopted by the City Council on such date; (5) said Resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this _____ day of _____, 2018.

Clerk of the City of Vestavia Hills, Alabama

S E A L

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

**First Reading of Resolution for
Special Economic Development Agreement
(Blackwater Real Estate, LLC)**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on April 9, 2018. The meeting was called to order by the Mayor, and the roll was called with the following results:

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

Absent: _____

* * *

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

* * *

Thereupon, the following resolution was introduced in writing by the Mayor, considered by the City Council and ordered placed upon the Council agenda for the regular meeting thereof on April 23, 2018:

Grocer Anchored Commercial Development- Liberty Park

Summary of Terms Applicable to Incentive Agreement for Grocer Anchored Retail Development within the Liberty Park PUD

As of February 21, 2018

Narrative: Blackwater Real Estate, LLC intends to purchase approximately 10.22 acres of property from the Liberty Park Joint Venture and construct the following components of a retail development:

- 48,300 sq ft grocery store
- 14,400 sq ft of retail space for unknown tenants
- Develop two outparcels for unknown use anticipated to support 4,000 sq ft buildings on each site

Site Plan:



Basic Terms of Incentive Agreement:

- (1) Incentive Recipient – Blackwater Real Estate, LLC and successors
 - a. A ten year incentive agreement subject to the following terms
 - i. At the end of operational year one through year ten- Rebate of 50% of Actual Sales Tax Receipts (less 1/12 of those receipts allocated to VH City Schools and Capital Reserve) from the retail operations commencing with the issuance of a certificate of occupancy for the grocery building.
 - ii. Sales Tax Rebates for years one through ten are subject to a maximum cumulative payout of \$4,247,808 (referred to as “feasibility gap amount”)
 - iii. If said incentive rebates cumulatively total this feasibility gap amount prior to the conclusion of ten years, the City’s obligation shall terminate upon remittance of the cumulative total maximum obligation. (Alternatively, regardless of the rebate remittance total, the City’s obligation shall not exceed ten years)
 - iv. Within 90 days following the issuance of a certificate of occupancy for both the grocery and companion retail strip center, the developer shall submit to the City an accounting of actual total project costs inclusive of anticipated ten year carried interest costs for the feasibility gap amount. The projected total costs are \$16,152,808. The amount determined to be “allocable” without requirement of an incentive is \$ 11,905,000. Therefore, the maximum incentive payable of \$4,247,808 will be reduced for the amount of actual development cost less the projected total costs of \$16,152,808. See calculation of feasibility gap below.

Feasibility Gap

Calculation of Grocery Development Feasibility Gap - Liberty Park

Benefit Calculation				
Project Description	Percentage of Sales Tax Generation	Projected Sales per Square Feet	Projected Annual Sales	Projected Annual Vestavia Hills Sales Tax (3%) (11/12)
48,300 sq ft grocery	100%	\$ 450.00	\$ 21,735,000.00	\$ 597,712.50
14,400 sq ft of companion retail space	50%	\$ 200.00	\$ 1,440,000.00	\$ 39,600.00
2 outparcels (4,000 sf each)	50%	\$ 300.00	\$ 1,200,000.00	\$ 33,000.00
Total Annual Sales Tax			\$ 24,375,000.00	\$ 670,312.50

Year 1 Stabilized Sales & Sales Tax.

Expense Calculation			
Project Expense Category	Projected Amount	Allocable Amount	Premium Amount
Land Purchase, Grading	\$ 3,909,260	\$ 2,470,000	\$ 1,439,260
Sitework	\$ 3,235,000	\$ 2,200,000	\$ 1,035,000
Building Construction	\$ 6,506,515	\$ 5,220,000	\$ 1,286,515
Design Costs	\$ 605,000	\$ 540,000	\$ 65,000
Other Soft Costs	\$ 1,897,033	\$ 1,475,000	\$ 422,033
Project Cost	\$ 16,152,808	\$ 11,905,000	\$ 4,247,808
Less: Economic Basis	\$ 11,905,000		
Feasibility Gap	\$ 4,247,808		

Economic Value to the City of Vestavia Hills (10 Year Analysis):

- One time new revenue to the City of Vestavia Hills (Permit and Construction Sales Tax)=
\$ 126,000
- Ten Year Cumulative **Net** New Revenues projected to the City of Vestavia Hills \$ 4,621,350
- Recurring Annual **Net** New Revenue during incentive period = \$449,535*
- Recurring Annual **Gross** New Revenue at completion of incentive period = \$ 1,242,912

*This amount is anticipated to escalate with growth in sales and stabilization of retail development