



CITY OF VESTAVIA HILLS PARKS AND RECREATION DEPARTMENT

ASHLEY C. CURRY
MAYOR

BRIAN C. DAVIS
DIRECTOR

CHRISTOPHER BRADY
ASSISTANT DIRECTOR

PARKS AND RECREATION BOARD MINUTES

November 15, 2016

CALL TO ORDER

On Tuesday, November 15th, President Anne Smyth called the Vestavia Park Board meeting to order at 7:00 a.m.

Park Board Members present were:

Anne Smyth, President
David Myers, Vice President
Tommy Coggin
Tommy Dazzio
Earl Lawson

Park Board Members absent were:

None

Mayor Ashley Curry

Present

Council Representative Paul Head

Present

Parks and Recreation Staff Members:

Brian C. Davis, Director of Public Services
Jason Burnett, Parks and Rec Superintendent
B.J. Dubose, Business Office Manager

Invocation & Pledge of Allegiance

Tommy Coggin

SPECIAL RECOGNITION

The park board recognized outgoing member, Tommy Dazzio for his service to the park board.

APPROVAL OF SEPTEMBER 20TH REGULAR MEETING MINUTES

David Myers made a motion to approve the September 20th regular minutes. Tommy Coggin seconded the motion. The vote was unanimous.

APPROVAL OF OCTOBER 18TH WORK SESSION MEETING MINUTES

Tommy Coggin made a motion to approve the October 18th special called meeting minutes. David Myers seconded the motion. The vote was unanimous.

APPROVAL OF NOVEMBER 2ND WORK SESSION MINUTES

Tommy Dazzio made a motion to approve the November 2nd work session minutes. Tommy Coggin seconded the motion. The vote was not unanimous. Steve Ammons abstained.

WELCOME OF NEW MAYOR AND COUNCIL MEMBER

President Smyth and park board welcomed new mayor, Ashley Curry and new council member, Paul Head.

SUPERINTENDENTS REPORT

- Eagle Scout project (Colin Harris) is all but finished with the pavilion at Wald. The only thing left is the plaque he has ordered.
- JSYFL championships will be at Berry this Saturday. Lights, scoreboard, PA, etc will be available.
- Working on Berry gym to get it ready for us to use beginning in Dec.
- Our Veteran's Day senior event was at New Merkel Thursday. Great turnout.
- VHPR Foundation had their ground breaking Thursday at SHAC.

MAYORS REPORT

Mayor Curry greeted the board. He informed the board of some of his previous experience on the park board, such as working on the board when the Liberty Park fields were found. He said is glad to be here and is looking forward to tonight's presentation.

PUBLIC SERVICES REPORT

From Brian Davis,

- Drought measures are being followed. All water usage is being shut down unless absolutely necessary.
- The shade structures approved for 2016 capital improvements are close to completion.
- Cahaba Heights Park is being painted.

OLD BUSINESS

None.

NEW BUSINESS

Concessionaire Recommendation to Council

Jason stated that RFP's were sent out and Turner Foods was the only one to accept. We reached out to several vendors but didn't get much of a response. One Mountain Brook concessionaire stated they couldn't handle the volume. We have had a relationship with Turner Foods for over three years. They can handle our needs. They are working on past issues and continue to improve on service. [Executive summary and contract included at the end.] Anne and David meet with the sports boards about taking on concessions as a fundraiser. They were happy to have the city outsource that service. Also, we are so decentralized it's hard to manage concessions.

The park board is recommending Turner Foods System as city concessionaire to the city council for their approval. Anne asked for a motion to approve the recommendation. David made a motion to approve the recommendation. Tommy Dazzio seconded. The vote was unanimous.

BOYS BASKETBALL REGISTRATION ISSUE

Steve Thackerson requested the park board intervene on his behalf to have the basketball board accept his late registration due which was due extenuating circumstances. His son has always played basketball but with his hospitalization, he and his wife, missed regular registration and late registration. The basketball board rejected his request to accept his late registration. Tommy Dazzio is sympathetic to his situation but can't tell the basketball board to accept his registration. President Smyth said she agrees with Tommy. She expressed her disappointment in the basketball boards' decision. David Myers support both Anne and Tommy and would like to request an official letter from the basketball board that may shed some light on their decision

MCCALLUM PARK BIKE TRAIL PROPOSAL

Brian Davis introduced Tina Chancellor, Doug Brown and Michael Enervold of TrailVisions LLC. They approached him and Jeff Downes about a place to practice locally. Jason and Brian met with them at McCallum Park. There are two companies in the state sanctioned to build bike trails. Trails are cut into the side of a mountain and built to avert erosion. They also mentioned talking to thigh school to connect to the school. They are asking for the park boards support for the \$20,000.00 project so be able to move the next level which is the city council. [Overview of Trail report at the end.]

Mayor Curry asked if federal monies were available. Brian stated that there isn't a trails program. The Mayor thinks ADECCA has mountain bike monies. David asked about upkeep and expense. The cost would be a few thousand to cut back debris. They have volunteers who have workdays once a month. They come and work the trails. They do fundraising as well. Councilman Head asked if the foundation had been approached. Brian said, yes. Also, the Fresh Water Land Trust is a potential fund source.

President Smyth asked for a motion that the park board is in favor of presenting the request for bike trails to the city council for consideration and funding. Earl made a motion to approve. Tommy Dazzio seconded. The vote was unanimous.

REVIEW AND DISCUSSION ON MOVING FORWARD ON 501c3 STATUS

David said page 6 is a recommendation to be considered. We hope to have 501c3 back form IRS by Q1. Sales tax exemption needs to be addressed. Funding is in place. No need to go to the council. Master 501c3 members will have access to monthly bookkeeping, one time QB set up and 990 tax preparation. This is pending a letter of approval from city attorney, Pat Boone on bid law questions. Sports boards that do not participate will be required to provide funding and will need to have their own 501c3 by March 31st. They should let the park board know if they are participating or not and how they plan to handle it. President Smyth asked for a motion to move forward with Master 501c3 titled Vestavia Hills Park and Recreation Association, to establish each sports board a legal entity with individual EIN numbers. Tommy Dazzio made a motion to move forward with obtaining a Master 501c3. Earl Lawson seconded. The vote was unanimous.

CAHABA HEIGHTS PARKING

Last August the city council approved additional parking at Cahaba Heights. There is a deficit of more than 50 spaces. The BOE recommended a sliver of land behind the park but that is not a good option. Tommy Dazzio is working with the city engineers. President Smyth wants Jason to get with baseball board before spring on how it would be best to access the fields. Per Brian, Jason is meeting with Ed Varden and the city engineer today about potential space for potential parking. Anne asked Jason to let the baseball board know. Anne also asked Jason to reach out to the churches for help. David asked Kevin to pass this information along to the parents.

PARK FOUNDATION REPORT

Absent.

POOL REPORT

None.

CONCESSIONS REPORT

Per Trent, they are feeling the financial pinch from the lack of tournaments. Otherwise, everything is running smoothly. Anne asked about the freezers. He said they are working. He is working on a plan for moving hot food. Per the health department, we can do what we have been doing in the past.

LEAGUE REPORTS

Baseball-

Kevin reported they have 375 kids registered for fall ball. They will be doing Wednesday and Friday evening clinics for 10 and 11 year olds.

Basketball-

None.

Cheerleading-

None.

Flag Football-

Per Mitch Bevill, they've had a 10% growth in players. They had no field issue, no rainouts and concessions was great.

OTM-

Kirk McCulley said they finished Sunday. Participation was good. Registration will be in May.

JSYFL-

Per Anne, they had two teams in the championship.

Lacrosse-

Per Rachel Harwell, they will host the 3rd Annual Rebel Yell on January 28th, 2017.

Seniors-

None.

Soccer-

Per Rocky Harmon, soccer is winding down. They just finished rec season and finished state cup last weekend.. They have 23 kids taking the ACT prep. They won four champions out of 10. The fields are way better than in the past. He thanked Trent and Tommy Dazzio for being awesome sports advocates.

Softball-

Lyles Box reported that the fall rec season has been planned. Games start this Sunday. They will be playing with other parks. He thanked the board for the fields. They want to work to prioritize future improvements.

Swimming-

Derrell Winter reported that swimming was down 70 kids. They made a little money. They now have control of their bank account. Anne wants to get the pool open to the community a little earlier.

Wrestling-

Tommy Dazzio introduced Dave Johnstson, vice president of wrestling. He was recruited from Virginia. They are excited about the team. They had 61 kids to sign up and saw a lot of interest. He expects more to sign up since football is done.

COMMENTS

None.

ANNOUNCEMENTS

The next regular meeting will be Tuesday, November 15th at 7:00 a.m. in the city hall conference room.

The next work session will be 11:30 a.m., Tuesday, January 17th at the city hall, executive conference room.

ADJOURNMENT

The meeting adjourned at 7:45 a.m.

GUESTS IN ATTENDANCE

Rocky Harmon/Soccer

Kirk McCulley/VHOTM

Chad Long/Flag Football

Mitch Bevill/Flag Football

Trenton Turner/Concessions

Rachel Harwell/VLO

Derrell Winter/VSA

Executive Summary

RFP Vestavia Hills Concessionaire

Introduction:

For the past three years, Vestavia Hills Parks and Recreation has a contract with Turner Food Systems, LLC (TFS) to provide concession services to all of our athletic facilities for sports programming.

On August 5, 2016, we sent out a Request for Proposal (RFP) to eleven (11) concessionaires (see attachment) for the operation and staffing of the Parks and Recreation Concessions for three years. A sample contract was included for their review. Sealed proposals were to be open at city hall on August 25. Only our current vendor, Turner Food Systems, LLC submitted an RFP. The majority of the eleven companies were not interested and only one said he simply missed the deadline.

An executive summary was provided to the Park Board for their review to be approved at their September 20 meeting. It was decided to table the issue and further discuss the proposal and survey other parties.

The Parks and Recreation Department contacted 17 other municipalities in the metro area (see attachment) to ask who they use for concessions. Seven of them use Turner Food, seven allow the parents to operate concessions, 2 use one of the vendors we asked for an RFP, as well as one more. We also reached out to concessionaires with the Birmingham Barons and the Bruno Event Team, with no leads resulting.

The Park Board held a meeting with all sport boards to gauge interest in each board running the concessions themselves, with no interest on the table from Baseball, Softball, all three Football leagues, Lacrosse, or Soccer.

We met with Turner Food on October 31st to discuss some key items we would like to see moving forward...

- Sports should send schedules to P&R and P&R sends that information to Turner Food Systems (TFS). (There should not be direct instructions from sports to TFS)
- TFS agrees to have concession windows open at least 45 minutes prior to first scheduled event.
- Start the process of obtaining information to place the entire Square system in each location to serve as a point of sale system for inventory purposes as well as process credit card transactions.
- If a sport wants special event items to be sold (food trucks, bake sale, etc.), they should make those requests to Parks and Rec at least 2 weeks prior to the event. Parks and Recreation will get that information to TFS. TFS will coordinate with P&R and sports representatives on these events. No more than two weekends per sport per year.
- \$100 fine imposed to TFS if his staff doesn't show up and \$100 fine to Sports if they schedule games but no one shows up. Weather related cancellations should also be run through Jason Burnett and Jim Treest so there is documentation. If concessions are open and there are no games/events, concession worker is to call the P&R maintenance staff to have them verify there is no activity. The same goes for the concession not being open – sport representative should contact park maintenance to have them verify the concession stand is not open. The park maintenance personnel should take a picture and text Jason Burnett, Jim Treest, and Bobby McDaniel.

The Park Board will discuss this item under new business for their November 15 meeting and will send their recommendation to the city council for their November 28 meeting.

RFP Summary

Turner Food Systems, LLC will provide operations of all concessions in the city of Vestavia Hills Parks and Recreation system. Turner Food Systems, LLC will be responsible for making available for purchase items of food and nonalcoholic beverages to the general public participating in or attending recreational activities. In return for this exclusivity, the selected vendor must provide the City with a revenue stream based on activity levels.

The current RFP submitted by Turner Food Systems, LLC continues the current concession and catering management services for the City of Vestavia Hills Parks and Recreation.

Currently, TFS provides the city 15% of gross receipts of zero to \$250,000, 17% for \$250,001 to \$350,000, 19% for \$350,001 to \$450,000, and 20% for \$450,001 and greater. In 2015, the city's cut was \$32,835, in 2014 it was \$44,880, and in 2013 it was \$45,050

In the RFP, TFS would provide the city 10% of gross receipts of zero to \$350,000, 12% for \$350,001 to \$550,000, and 15% for \$550,001 and greater. If this was applied to the past three years of revenue, in 2015 the city's cut would have been \$21,890, in 2014 it would have been \$26,400, and in 2013 it would have been \$26,500.

Basically TFS is attempting to bring to the attention of the Park Board the fact that their revenue has decreased substantially since the LP tournaments have been removed since we are focusing more on recreation baseball there, but their expenses have remained constant. Expanding baseball to Liberty Park has increased their costs (dual staffing of facilities). However, both parties understand though the commission percentage has decreased, the level of service should be elevated.

As far as enhancements, TFS listed and offered to do such things as market the facilities, sell sponsorship's for the facilities, develop a merchandising plan (it will not interfere with the Soccer business model), start using their portable units daily (ex: placing the fully functional BBQ trailer in a spot which can generate daily revenue pretty much year round), provide ATMs at special events, coordinate special events, place a Mini Melts Ice Cream vending machine in the Civic Center and find ways to develop catering.

TFS also mentioned the need to develop a plan to remodel / build Exchange Field since the Health Department will no longer allow that facility to 'piggy-back' off Wald Park. We are looking at expanding food offerings.

The Park Board reserves the right to reject any and all proposals; to waive minor irregularities in any proposal; to request clarification of information submitted; to request additional information from any proposer; and to make the final decision as to the best proposal.

Recommendation

Considering the concessionaire profession/market is so small in the Birmingham area and TFS has always provided us with a professional service/product, my recommendation is to continue our relationship with TFS LLC and obviously continue to improve our offering to the citizens of Vestavia Hills, AL.

Submitted: Jason Burnett (VHPR Superintendent) 11-8-16

Concession Agreement For Recreational Facilities in Vestavia Hills, Alabama

This Concession Agreement is made as of the _____ day of _____, by and between Turner Food Systems, LLC, an Alabama corporation, (CONTRACTOR) and the City of Vestavia Hills, an Alabama City (City) through the Parks and Recreation Department and shall be valid through September 30, 2019, subject to annual review by the Parks and Recreation Board as set forth in paragraph 2 (Agreement), below.

Recitals

1. The City wishes to provide items of food, concessions and non-alcoholic beverages to patrons of the following recreational facilities:
 - Wald Park
 - Exchange Field
 - Cahaba Heights Park
 - Liberty Park Adult Complex
 - Liberty Park Youth Complex
 - Liberty Park Soccer/Football Complex
 - Sicard Hollow Complex
 - Any other facility or complex owned or operated by the City, at its option, during the term of this Concession Agreement
2. The City wishes to enter into an agreement with a professional food services organization to provide those services and products.
3. The City wishes to participate to some extent in the profit stream from such operations.

Agreement

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows.

1. Scope of Services

CONTRACTOR will provide operations of all concessions at the recreational facilities listed in paragraph 1 (Recitals) above. CONTRACTOR will be responsible for making available for purchase items of food, concessions and nonalcoholic beverages to the general public participating in or attending recreational activities. In return for this exclusivity, the selected vendor must provide the City with a revenue stream based on activity levels.

2. Annual Review & Termination

This Agreement will be reviewed annually by the City's Parks and Recreation Board. The City may, at its sole option, elect to not renew or terminate this Agreement, at any

time, by providing CONTRACTOR with 30 days' written notice of its intent not to renew or to terminate this Agreement. Notwithstanding the foregoing, the City may terminate the Agreement at any time by providing seven days' written notice to CONTRACTOR for breach of this Agreement by CONTRACTOR.

3. Vendor Responsibilities

CONTRACTOR covenants and agrees to the following:

- a) To establish and maintain a specific set of detailed records reflecting the dollar amount of daily gross sales at each facility. These records will be separate and apart from any other accounts. These records shall be submitted monthly by Contractor for review by the Parks and Recreation Board no later than 5:00 pm on the second Monday of each month and will be retained by the Contractor for at least three years for audit purposes;
- b) CONTRACTOR or its designee shall be available at the request of the Parks and Recreation Board with at least 5 days' notice;
- c) CONTRACTOR or its designee must attend all Regular Park Board Meetings;
- d) Employing and training all of Contractors' employees necessary for the successful operation of the concessions operation;
- e) CONTRACTOR must maintain a current business license with the City of Vestavia Hills;
- f) Ordering, purchasing, receiving delivery of, and storing all consumable supplies and products necessary for the operation;
- g) Compliance with all existing laws and regulations relating to the preparation, handling, sale and disposal of food products and concession operations;
- h) Procuring and maintain, at all times the necessary, valid permits and licenses required by any laws and regulations for concessions operations. A copy of the Health Inspection report must be forwarded to the Director Parks and Recreation when obtained;
- i) Maintaining at all times storage, kitchen, service, and retail sales areas in a clean and sanitary condition to the sole satisfaction of the City's Parks and Recreation staff. Cleaning and waste removal from all food service areas to a central collection point outside of each stand shall be the vendor's responsibility. Parks and Recreation staff will do an inspection of cleanliness of all concession sites every three months or as necessary;
- j) Supplying any additional necessary equipment required for the preparation and serving of food and beverages;
- k) Preparation and service of all food, beverages and other items for consumption by the general public along with all necessary condiments;
- l) The City's Parks and Recreation Department will notify CONTRACTOR of any and all events which are scheduled at any of the facilities listed in Paragraph 1 (Recitals), above;
- m) CONTRACTOR agrees to have each necessary concession stand fully operational and open for business at least 45 minutes prior to the first scheduled event at any and all facilities for which CONTRACTOR was notified by the Parks and Recreation Department;

- n) CONTRACTOR shall pay a fine of \$100.00 per occurrence if it is notified of an event by the Parks and Recreation Department and fails to perform as outlined in paragraph 2(m), above;
- o) Prior to ceasing concession operations for weather related conditions or any other reason at any facility, CONTRACTOR agrees to contact the Parks and Recreation Department and secure pre-approval from Parks and Recreation for the closing of operations;
- p) CONTRACTOR agrees the level of services in this agreement and cannot change (i.e. from prepared food to vending machines) without the City's approval.

3. Exclusivity of Agreement

CONTRACTOR will have exclusive rights to all concessions contingent upon the following:

- a) The continued, uninterrupted service to all locations, which includes making available, a broad range of food products to satisfy the needs of the public;
- b) The prompt submission of returns and sales reporting documents as required;
- c) Periodically, occasions will arise when fund raising projects are requested by various organizations. These will be coordinated and approved by CONTRACTOR, and the Parks and Recreation Superintendent.

CONTRACTOR shall have the exclusive rights to refer to and/or advertise as the "Official Concessionaire of the City of Vestavia Hills Department of Parks and Recreation" and/or the "Official Food Vendor of the City of Vestavia Hills Department of Parks and Recreation." CONTRACTOR will submit any promotional item or advertisement to the Parks and Recreation Superintendent for approval prior to release to the general public.

4. Special Event Items: CONTRACTOR acknowledges that, from time to time, the various sports organizations may desire special event items to be sold at the event, (i.e. food trucks, bake sales, etc.). CONTRACTOR acknowledges that nothing contained within this Agreement shall prohibit these Special Event Items nor shall the Special Event Items violate the Exclusivity provisions of this Agreement contingent upon the CONTRACTOR being notified of the Special Event Items by the Parks and Recreation Department not to exceed two weekends per sport per year.

5. Equipment Utilization

- a. CONTRACTOR may use the existing City owned equipment. The City will retain ownership of the equipment. CONTRACTOR will be responsible for routine maintenance and minor repairs (under \$250.00). Major repairs and/or equipment replacement will be the responsibility of the City unless due to gross neglect.
- b. CONTRACTOR may install additional equipment for use in the fulfillment of this agreement. CONTRACTOR will retain ownership of the additional equipment. CONTRACTOR will be responsible for all routine maintenance and repairs associated with this additional equipment. CONTRACTOR will be responsible for installation and removal of the additional equipment. Equipment that

CONTRACTOR has placed in the facilities will become the property of the city at the end of this agreement should the agreement go full term.

- c. CONTRACTOR may use the existing City owned facilities as the commissary required by the Health Department of Jefferson County, Alabama for concession trailers associated with this agreement.

6. Approval Rights

The City of Vestavia Hills will have the following approval rights:

- a) The final approval of all policies and procedures relative to the operation and management of concessions;
- b) Final approval on the quality and retail prices of all products and services;
- c) Final approval of any change in the design, layout and location of all physical facilities and equipment for the operation;
- d) Final approval on which specific products will be sold at particular events in the facilities.

7. Menu

CONTRACTOR will provide a list of the items to be sold and the proposed selling price at the time of this Agreement's execution to be approved by the Parks and Recreation Superintendent and at any other time thereafter as requested by the Parks and Recreation Superintendent. CONTRACTOR agrees to modify said list of items to be sold or the proposed selling price at any time as determined feasible by the Parks and Recreation Superintendent.

8. Existing promotional agreements

The City currently has a promotional agreement (subject to annual competitive bidding) regarding soft drink sales. In return for exclusive use of said products, the City receives promotional considerations. CONTRACTOR agrees to abide by the terms of this agreement.

9. Fee

- a. CONTRACTOR agrees to pay to the City of Vestavia Hills the following percentages of the gross receipts from operations at the recreational facilities as compensation for the rights as the exclusive operator. These fees shall be paid to the Department of Parks and Recreation no later than 5:00 pm on the second Monday of each month:

- (a) 10% of all gross receipts which are within the range of \$0.00 - \$350,000.00 for that calendar year;
- (b) 12% of all gross receipts once the yearly total gross receipts exceed \$350,000.00 and are within the range of \$350,000.01 - \$550,000.00 for that calendar year;
- (c) 15% of all gross receipts once the yearly total gross receipts exceed \$550,000.00 for that calendar year.

- b. CONTRACTOR will also collect and remit to the City the appropriate sales tax on all sales of merchandise sold at the recreational facilities. The sales tax will be

considered completely separate and apart from the above mentioned fee structure.
This sales tax will be remitted to the City of Vestavia Hills on a monthly basis.

10. Term of Agreement

The agreement shall not bind, nor purport to bind, the City of Vestavia Hills for any commitment in excess of the original agreement period stated above. The City of Vestavia Hills shall have the right, at its sole option, to extend the agreement for 2 additional 3 year terms. In the event that the City of Vestavia Hills exercises its options, all terms, conditions, and provisions of the original agreement shall remain the same and apply during the extension period.

11. Indemnification

CONTRACTOR agrees, at its own expense and without exception, to indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Vestavia Hills, its employees, agents, servants and Board members from any liability of any nature or kind in regard to the delivery of these services.

12. Liability and Insurance:

CONTRACTOR will furnish the evidence showing the following insurance coverage to be in force throughout the term of the agreement: Certificate of Insurance acceptable.

- a) Due to the unique and expansive offerings of products through different points of sale (POS), CONTRACTOR, directly and through its affiliates, maintains several comprehensive policies of liability insurance.
- b) For brick and mortar facilities, the policy is bound by _____.
- c) The limits of this policy are as follows:

General Aggregate	\$2,000,000
Products and Completed Operations – Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Premises	\$ 100,000
Medical Expense / Any One Person	\$ 5,000

- d) For the fleet vehicles necessary to deliver goods and products to the different park facilities and the point of sale concession trailers, the policy is bound by _____.
- e) The limits of this policy are as follows:

Comprehensive	Varies by Vehicle
Collision	Varies by Vehicle
Uninsured/Underinsured Motorist	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Property Damage	\$1,000,000
Medical Expense / Any One Person	\$ 5,000

- f) For the POS portables, carts, kiosks and fixtures, the policy is bound by _____.
- g) The limits of this policy are as follows:

General Aggregate	\$2,000,000
Products and Completed Operations – Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Premises	\$ 300,000
Medical Expense / Any One Person	\$ 5,000

- h) CONTRACTOR will name the Vestavia Hills Parks and Recreation Department and/or the City of Vestavia Hills and/or any other requested entity as a named insured under its policies. Should the Vestavia Hills Parks and Recreation Department deem these coverage amounts insufficient, CONTRACTOR will increase the insurance coverage to meet the required thresholds.

13. Termination of Agreement

Either party may cancel this agreement with 90 days' notice for any reason by providing written notice of such cancellation. Either party may cancel the agreement with seven days notice for breach of agreement.

14. Assignment

CONTRACTOR shall not sell, assign, transfer or convey this agreement or any portion thereof without the prior written consent of the City of Vestavia Hills.

15. Conflict of Interest

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that no person having any such known conflict of interest shall be employed or conveyed an interest, directly or indirectly, in the Agreement.

16. Independent Operator

CONTRACTOR represents itself to be an independent operator offering such services to the general public and shall not represent himself or his employees to be an employee of the City of Vestavia Hills. Therefore, CONTRACTOR assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City of Vestavia Hills, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. CONTRACTOR shall further understand that the City of Vestavia Hills cannot save and hold-harmless and or indemnify the operator and/or the operator's employees against any liability incurred or arising as a result of any activity of

the operator or any activity of the operator's employees performed in connection with the agreement.

17 Compliance with Laws

In connection with the furnishing of supplies or performance of work under the agreement, CONTRACTOR agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all sub agreements awarded hereunder.

18 Invalidation of this Agreement

If any part of this agreement is rendered invalid for any reason, it shall not invalidate the remainder of the agreement, but the agreement shall remain in full force for the balance of the term.

19. Effective Date of this Agreement

This agreement will go into effect on _____.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CONTRACTOR

By: _____

Its: _____

City of Vestavia Hills

By: _____

Its: _____

Overview of McCallum Park trails

Players

- Doug Brown and Tina Chancellor
- Michael Enervold of TrailVisions, LLC
- Freshwater Land Trust (FWLT)
- Board of Education (VHHS)
- Park Foundation
- Park Board
- City of Gardendale
- Parents of Mountain Bike team members
- B & D Study trails/sidewalks

Timeline

- November 2015 – Brian and Jeff met with Doug and Tina
- Early 2016 -- Doug and Tina presented to Park Board and met with Foundation
- Spring of 2016 Doug met with Freshwater Land Trust
- Summer of 2016 Brian and Doug walked the property adjacent to the VHHS and met with Tyler Burgess.
- Summer of 2016 Brian visited the Gardendale trails with Michael Enervold
- Fall 2016 Brian met with Jason, Jenny and Lee to discuss leadership of team
- Fall 2016 Brian and Michael walked McCallum Park – Brian asked Michael to submit an estimate to build trails without encroaching on VHHS property
- November 2016 -- Presenting the estimate to the Park Board for approval to send to council to as for funding to construct trails at McCallum Park.

Summary

In the fall of 2015 the city manager was approached by a group of people about mountain biking in Vestavia Hills. A conversation between Doug Brown, Tina Chancellor, Jeff Downes and Brian Davis was held to discuss options for the newly formed mountain bike team for 6th through 12th graders. The team is not affiliated with the AHSA currently, but similar to lacrosse, is growing and has plans to affiliate at some point in the future. The team currently travels to Oak Mountain State Park to practice when they can. This option is feasible before daylight savings time, but when the time changes, the team doesn't get to practice during the week.

In the fall of 2015, the city had just acquired Altadena Valley Country Club, and it was offered as a place to practice during the week. The team was grateful for the space, however it wasn't ideal because it is flat. The discussion moved to creating or constructing trails at McCallum Park.

Michael Enervold of TrailVisions, LLC met with Doug, Tina and Brian at McCallum Park to walk the site. He was asked to put some information together on constructing some trails to potentially connect the high school to the park.

Doug Brown led the effort to discuss with Tyler Burgess of VHHS, but due to some potential erosion issues from the construction of the new parking lot, Tyler said the trail could not connect at this time.

Doug Brown also reached out to the Freshwater Land Trust (property owners along the creek in McCallum Park). FWLT were supportive of the trail construction, and they have since had a work day and improved the trail behind the Buckhead Subdivision.

Since there was going to be a cost to construct the trail, Doug Brown reached out to the Parks and Recreation Foundation to seek additional funding. The Foundation did not commit to funds, but was interested in know more as the discussions continued to move forward.

Brian Davis and Michael Enervold met in August 2016 and walked the trails that were under construction in Gardendale. From this conversation, they also met and walked at McCallum Park to discuss potential trails only on the property owned by the city and the FWLT. Brian asked for an estimate to construct potential bike trails as shown on the attached map. That estimate is also attached.

Brian met with parents of team members, Jenny and Jason Waters, and Lee Yielding to discuss the next steps. The next steps were to present the estimate to the park board for their support of the project, and if possible to ask the city council to fund the trails at McCallum Park.

The Brailsford and Dunlavey study that was completed a few years ago showed that nearly half of the respondents wanted additional trails or sidewalks in the city. This project would address a need that is currently unmet. The city is already constructing sidewalks, and have plans to continue into the future.