

**Vestavia Hills
City Council Agenda
February 10, 2014
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Ron Higeey, Birmingham International Church
4. Pledge of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Proclamation – Arbor Week – February 16-27, 2014
9. Approval of Minutes – January 13, 2014 (Regular Meeting); January 16, 2014 (Meeting with the Mayor); January 22, 2014 (Special Meeting); January 27, 2014 (Work Session); and January 27, 2014 (Regular Meeting)

Old Business

10. Resolution Number 4547 – A Resolution Authorizing The City Manager To Refund A Portion Of A Business License Remittance Due To Calculation Error Of Gross Receipts; Pet Supermarket, 608 Montgomery Highway. (*public hearing*)
11. Resolution Number 4548 - A Resolution Authorizing The City Manager To Enter Into An Agreement With Goodwyn Mills And Cawood, Inc., For An Analysis For Wald Park (*public hearing*)
12. Resolution Number 4549 - A Resolution authorizing the City Manager to enter into an agreement with Goodwyn Mills and Cawood for designs of the Vestavia Hills Gateway located at the intersection of Interstate 65 and Montgomery Highway (*public hearing*)

New Business

13. Resolution Number 4551 - A Resolution Appointing Election Officers For The Special Municipal Election To Be Held March 11, 2014
14. Resolution Number 4552 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

First Reading (No Action Taken At This Meeting)

15. Resolution Number 4553 - A Resolution Authorizing The City Manager To Enter Into An Agreement With Neel Schaffer For Massey Road Improvement Designs (*public hearing*)
16. Resolution Number 4554 - A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Ingenuity For Registration And Licensing Application (*public hearing*)
17. Citizens Comments
18. Executive Session
19. Motion For Adjournment

PROCLAMATION

WHEREAS, the economic and aesthetic welfare of the people of Alabama is largely dependent on the trees and forests of the State; and

WHEREAS, everyone in the City of Vestavia Hills benefits either directly or indirectly from trees and forests; and

WHEREAS, trees provide jobs, products, habitat for wildlife, and recreational opportunities; and

WHEREAS, trees provide oxygen, help purify the air, play an important role in the water cycle, help neutralize waste water, stabilize the soil; and

WHEREAS, trees are an invaluable physical and psychological addition to the City, provide shade, cool the air, reduce noise levels and glare; and

WHEREAS, trees are an economic asset to the City, attract tourism, increase property values, enhance shopping patterns; and

WHEREAS, the management of trees increases their benefit to our City through planning, planting, maintenance, timely removal and replacement; and

WHEREAS, well-maintained City trees benefit present and future generations;

NOW, THEREFORE, I Alberto C. Zaragoza, Jr. by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim the week of February 16-27, 2014 as

ARBOR WEEK

and encourage all residents to participate in tree planting activities during this week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JANUARY 13, 2013

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Jim St. John, Fire Chief
Keith Blanton, Building Official
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Taneisha Tucker, Library Director
Brian Davis, Public Services Director

Invocation was given by Rev. Bill Brunson, Vestavia Hills United Methodist Church.

ANNOUNCEMENTS, GUEST RECOGNITION

- David Wheeler, 2532 Crossgate Place, introduced himself and declared that he is a candidate for State House District 47.

CITY MANAGER REPORT

- Mr. Downes called upon Chief St. John to update the Council on the City's latest ISO rating for building safety.
 - Chief St. John stated that the City's latest ISO rating was moved up because of improved building safety standards. He indicated that the

Inspection staff is 75% of what it used to be but the efforts of this staff helped to actually improve the ISO rating. He commended Building Official, Keith Blanton and Inspectors Mike Roy and David Arnett on the rating.

- Mr. Downes stated that the tax free weekend for weather preparedness will be the weekend of February 21-23, 2014.
- City offices will be closed on January 20, 2014 in observance of the Martin Luther King Jr. Holiday.
- The school tax election to be held on March 11, 2014 has been announced and posted. Absentee voting is underway.
- Mr. Downes stated that with the Council's approval of the purchase of the property for the new City Hall, the covenants and conditions indicated that the City shall pay 52% of the monthly maintenance of the common areas of the shopping center. The initial budget estimate was recently sent and the expense will run approximately \$4,200 a month beginning with the first payment to be remitted soon. This expense was not budgeted in the City's current budget but was approved within the conditions for purchase. He indicated that the expense will be included in future budgets.

COUNCILOR REPORTS

- Mr. Ammons thanked Mr. Davis and Mr. Brady for the tour of the mine reclamation project at Sicard Hollow. He stated that it is a great project and they estimate completion in July.

FINANCIAL REPORTS

Mr. Turner reported and explained the City's financial reports for the month ending November 2013. He answered questions concerning the City's position with regard to sales taxes, ad valorem, etc.

APPROVAL OF MINUTES

The minutes of the December 19, 2013 (Meeting with the Mayor) and December 23, 2013 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the meeting of December 19, 2013 (Meeting with the Mayor) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll Call vote as follows:

Mr. Pierce – yes

Mr. Sharp – yes

Mayor Zaragoza – yes

Mr. Henley – yes

Mr. Ammons – yes

motion carried.

MOTION Motion to dispense with the reading of the minutes of the meeting of December 23, 2013 (Regular Meeting) and approve them as presented was by Mr. Ammons and second by Mr. Pierce. Roll Call vote as follows:

Mr. Pierce – yes	Mr. Henley – abstained
Mr. Sharp – abstained	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4539

Resolution Number 4539 – A Resolution Authorizing The City Manager To Execute An Agreement With Walter Schoel Engineering For Design And Survey Services For Additional Parking At The Library In The Forest (Public Hearing)

MOTION Motion to approve Resolution Number 4539 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes gave a brief background of the project for a proposed parking lot next to the City's library. He stated that this agreement allows for the design on the lot along with some survey services.

The Mayor opened the floor for a public hearing.

Lauren Daniel, 2311 Fox Glen Circle and Executive Director of the Library Foundation, thanked the Council for the support in obtaining additional parking for the library.

There being no further discussion, the Mayor closed the public hearing and called for the question. Roll call vote, as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4540

Resolution Number 4540 - Appointing Members Of The Jefferson County-Blount-St. Clair Mental Health Authority Board

MOTION Motion to approve Resolution Number 4540 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that the City has three appointments to the Mental Health Authority Board. This Resolution formalizes on that has been serving and appoints another to the Board. He stated that this Resolution appoints Nathan Johnson and Jason Rose to the Board.

Jason Rose, 1228 Edinborough Lane, thanked the Council for consideration of the appointment and indicated he is anxious to be of service on the Board.

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4541

Resolution Number 4541 - A Resolution Initiating The Rezoning Of Property Located At 1421 Round Hill Road From Vestavia Hills R-2 (Residential) To Vestavia Hills Inst-1 (Institutional) For Public Library Use And To Initiate A Request For A Variance For Location Of A Privacy Wall Within The Front Setback; City Of Vestavia Hills, Owner

MOTION Motion to approve Resolution Number 4541 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that the City has recently closed on property adjacent to the Library in the Forest. The plans are to construct additional parking on the property, however, a request for zoning and a variance request is needed in order to begin the process. Since the property is owned by the City, the initiation must come from the Council.

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4542

Resolution Number 4542 - A Resolution Rescheduling The Regular Scheduled City Council Meeting Of Monday, May 26, 2014 To Wednesday, May 28, 2014 In Observance Of Memorial Day Holiday

MOTION Motion to approve Resolution Number 4542 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that the regular meeting scheduled for May 26th needs to be rescheduled because of Memorial Day. The proposed new date is May 28th. This Resolution will change the date of the meeting to the 28th.

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting on January 27, 2014 at 5 PM.

- Ordinance Number 2480 – Conditional Use Approval - An Ordinance Granting A Conditional Use Approval For Property Located At 4751 Liberty Park Lane; Lot 879, Amended Map No. 2 Of Heritage Hills – Phase I; Liberty Park Joint Venture
- Resolution Number 4543 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Issis And Sons Furniture Gallery, Inc.
- Resolution Number 4544 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Royal Automotive, Inc.

CITIZENS COMMENTS

None.

EXECUTIVE SESSION

The Mayor opened the floor for a motion for an executive session to discuss the sale/purchase of real estate. He estimated the time of the session would be approximately one hour and that there would be no business afterward.

MOTION Motion to move into executive session or approximately 1 hour to discuss the sale/purchase of real estate was by Mr. Sharp and second was by Mr. Henley. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Mayor Zaragoza – yes motion carried.

The Council exited the Chambers and entered into executive session at 5:30 PM. At 6:28 PM, the Council re-entered the Chambers and the Mayor called the meeting back to order.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Ammons. Meeting adjourned at 6:30 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
CITY COUNCIL
MEETING WITH THE MAYOR
MINUTES
JANUARY 16, 2014

The City Council of Vestavia Hills met in regularly scheduled work session on this date at 4:30 PM following posting/publishing pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Conrad Garrison, City Planner, Acting Clerk
Dan Rary, Police Chief
Jim St. John, Fire Chief

The Mayor called the work session to order.

Mr. Downes gave an update on the Wald Park analysis. Mr. Tommy Dazzio spoke on behalf of the Park Board. Mr. Downes also updated the Council on the following issues: additional engineering expertise within the City concerning the City's method of subdivision bonding, exploring different design regulations and improving the I-65 interchange.

Mr. Downes also gave an update into the City's branding efforts and incentive policy.

The Mayor gave an update on street lights and propane vehicles. Discussion ensued about propane usage within the new fleet of Tahoes.

Chief St. John discussed a proposed change within the structure of the Fire Department.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Sharp.
Meeting adjourned at 6:17 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Conrad Garrison
City Planner, Acting Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SPECIAL MEETING

JANUARY 22, 2014

The City Council of Vestavia Hills met in special session on this date at 4:00 PM following posting/publishing pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director

EXECUTIVE SESSION

The Mayor opened the floor for a motion for an executive session to discuss the sale/purchase of real estate. He estimated the time of the session would be approximately one hour and that there would be no business afterward.

MOTION Motion to move into executive session for approximately one hour to discuss the sale/purchase of real estate was by Mr. Pierce and second was by Mr. Sharp. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

The Council exited the Chambers and entered into executive session at 4:07 PM. At 5:45 PM, the Council re-entered the Chambers and the Mayor called the meeting back to order.

MOTION Motion to adjourn was by Mr. Pierce and second was by Mr. Sharp.
Meeting adjourned at 5:47 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

WORK SESSION

MINUTES

JANUARY 27, 2014

The City Council of Vestavia Hills met in work session on this date at 4:00 PM following posting/publishing pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jim St. John, Fire Chief

The Mayor called the work session to order.

Stephen Allen, Williams Blackstock, updated the Council on the designs of the City Hall. He showed drawings of the proposed space within the buildings as well as proposed layout, elevation, renderings, etc.

Meeting adjourned at 4:55 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JANUARY 27, 2014

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Deputy Treasurer
Jim St. John, Fire Chief
Keith Blanton, Building Official
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer

Invocation was given by Rev. Benjamin Acton, Southminster Presbyterian Church.

ANNOUNCEMENTS, GUEST RECOGNITION

- David Wheeler, 2532 Crossgate Place, introduced himself and declared that he is a candidate for State House District 47.

CITY MANAGER REPORT

- Mr. Downes stated that the City has closed on the property adjacent to the Library in the Forest. The City hopes to develop some additional parking on the property,

but it must be rezoned in order to accommodate that use. He asked Mr. Davis to update the Council.

- Mr. Davis gave a brief timeline on the sequence of events in order to request that the property be rezoned. If the zoning is approved, the parking will have to be reviewed several times before actually being constructed. He stated if all goes well, the parking might be constructed by early fall.

COUNCILOR REPORTS

- Mr. Ammons stated that the lights at the Temple are blue for a few days in remembrance of a victim of an automobile crash which occurred on I-65 over the weekend.
- Mayor Zaragoza stated that Vestavia Hills has volunteered to be the test pilot City for renewal of car tags should the legislation be made into law during this legislative season. He stated that they are ready to begin if the program becomes law.

FINANCIAL REPORTS

Mr. Sawaya reported and explained the City's financial reports for the month ending December 2013. He answered questions concerning the City's position with regard to sales taxes, ad valorem, etc.

OLD BUSINESS

ORDINANCE NUMBER 2488

Ordinance Number 2480 – Conditional Use Approval - An Ordinance Granting A Conditional Use Approval For Property Located At 4751 Liberty Park Lane; Lot 879, Amended Map No. 2 Of Heritage Hills – Phase I; Liberty Park Joint Venture (*public hearing*)

MOTION Motion to approve Ordinance Number 2488 was by Mr. Sharp and second was by Mr. Henley.

Mr. Downes stated that this is a request to use a residence in Liberty Park as a sales office for a period of one year.

Shawn Arterburn was present in regard to this request.

Mr. Sharp gave the recommendation of the Commission including several recommendations that were written into the Ordinance.

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

Roll call vote, as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4543

Resolution Number 4543 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Issis And Sons Furniture Gallery, Inc. (*public hearing*)

MOTION Motion to approve Resolution Number 4543 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that this is a revenue agreement with a new business in the City called Issis at Greenbriar. He explained the terms of the agreement and introduced Steve Issis, owner.

Mr. Issis thanked the Council for the consideration and indicated that he will be hosting a grand opening on February 6 between 4:30 and 8:30. He invited everyone to attend.

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

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4544

Resolution Number 4544 – A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills, Alabama And Royal Automotive, Inc. (*public hearing*)

MOTION Motion to approve Resolution Number 4544 was by Mr. Henley and second was by Mr. Pierce.

Mr. Downes stated that this is a revenue agreement with an existing business in the City called Royal Automotive. He explained the terms of the agreement and introduced David Belcher, owner.

Mr. Belcher thanked the Council for the consideration and indicated that Royal has added an additional brand to their collection which will require some changes on the property and new showrooms. He stated that they are anxious to make the changes.

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

Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4545

Resolution Number 4545 - Alcohol License – Moe’s Original BBQ Birmingham, LLC D/B/A Moe’s Original Bar-B-Que; 2520 Rocky Ridge Road For 020 Restaurant Retail Liquor; Kevin Allen Witherington And FNK Productions, Inc., Executives (*Public Hearing*)

MOTION Motion to approve Resolution Number 4545 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that Moe’s Original BBQ is changing locations to a restaurant located across Rocky Ridge Road. He stated that the ABC Board requires an approval from the City for the new location.

Kevin Witherington was present in regard to the request.

Chief Rary stated that the Police Department has no objections to the request.

Ms. Leavings stated that this restaurant was in close proximity to the existing location that ABC did not require a full transfer.

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

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4550

Resolution Number 4550 – Alcohol License – Fuel South, LLC D/B/A Vestavia Encore Shell; 728 Montgomery Highway For 050 Retail Beer (Off Premise Only) And 070 Retail Table Wine (Off Premise Only); Rahim Budhwani, Executive

MOTION Motion to approve Resolution Number 4550 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Downes stated that the Vestavia Shell has been purchased and is under a different ownership. This request is for a beer and wine license for the new owner.

Rahim Budwani was present in regard to the request.

Chief Rary stated that the Police Department has no objections to the request.

Mr. Pierce asked Mr. Budwani about the company training. Mr. Budwani explained that he has other locations and a companywide training policy.

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

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

RESOLUTION NUMBER 4546

Resolution Number 4546 - A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Brasfield & Gorrie For Temporary Parking Facilities In Patchwork Farms During Construction Of The Grandview Medical Center

MOTION Motion to approve Resolution Number 4546 was by Mr. Henley and second was by Mr. Ammons.

Mr. Downes stated that this Resolution authorizes him to enter into an agreement with Brasfield and Gorrie to provide temporary parking for the new hospital which is finishing construction on Highway 280. He explained the terms of the agreement and indicated that the \$75,000 that the City will be paid will be tracked for projects at Patchwork Farms.

Mr. Henley asked if the refund is prorated should the agreement terminate early. Mr. Downes stated that it is prorated.

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

ORDINANCE NUMBER 2481

Ordinance Number 2481 – General Obligation Warrant Issue, Series 2014

MOTION Motion to approve Ordinance Number 2481 was by Mr. Ammons and second was by Mr. Henley.

Mr. Downes stated that this Ordinance is the second half of the financing of the proposed City Hall.

Heyward Hosch, Maynard, Cooper and Gale, and Chris Williams, Sterne Agee, were present in regard to the request. Both explained the terms and answered questions concerning the warrant issue.

There being no further discussion, the Mayor called for the question. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Sharp – yes	Mr. Ammons – yes
Mayor Zaragoza – yes	motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting on February 10, 2014 at 5 PM.

- Resolution Number 4547 – A Resolution Authorizing The City Manager To Refund A Portion Of A Business License Remittance Due To Calculation Error Of Gross Receipts; Pet Supermarket, 608 Montgomery Highway.
- Resolution Number 4548 - A Resolution Authorizing The City Manager To Enter Into An Agreement With Goodwyn, Mills And Cawood For An Analysis For Wald Park
- Resolution Number 4549 - A Resolution authorizing the City Manager to enter into an agreement with Goodwyn, Mills and Cawood for designs of the Vestavia Hills Gateway located at the intersection of Interstate 65 and Montgomery Highway

CITIZENS COMMENTS

None.

MOTION Motion to adjourn was by Mr. Ammons and second was by Mr. Pierce. Meeting adjourned at 5:45 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4547

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REFUND A PORTION OF A 2013 BUSINESS LICENSE TO PET SUPERMARKET

WHEREAS, in January 2013, Pet Supermarket submitted an affidavit with a renewal of their business license that misstated the actual gross receipts of the 2012 fiscal year; and

WHEREAS, Pet Supermarket has submitted a request for a refund of said 2013 Business License pursuant to said overpayment; and

WHEREAS, RDS (Revenue Discovery Services) serves as the City's Agent for collection of said business license and has researched and verified that said refund is due to be remitted according to the business records; and

WHEREAS, the City's Finance Director has declared in a memorandum to the Mayor and the City Manager that said refund is due to be remitted as stated and has submitted documentation of said remittance which is attached and incorporated into this Resolution Number 4547 with sensitive information redacted pursuant to the Taxpayer Bill of Rights.

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

1. The City Manager is hereby authorized to refund \$19,687.48 to Pet Supermarket pursuant to overpayment of the business license for 2013; and
2. This Resolution Number 4547 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

MEMORANDUM

TO: Jeffrey Downes, City Manager
Alberto Zaragoza, Jr., Mayor

FROM: Melvin Turner, III
Finance Director



**RE: Business License Refund
"Pet Supermarket"
608 Montgomery Highway**

DATE: January 21, 2014

RDS (Revenue Discovery Systems) has apprised the City of Vestavia Hills that Pet Supermarket has submitted a request for a business license refund in the amount of \$19,687.48.

The Pet Supermarket headquarters overstated their 2013 gross receipts for their Vestavia Hills store located at 608 Montgomery Highway by including alternate site sales, totaling [REDACTED]. The Vestavia Hills site gross receipts were actually [REDACTED]; an overstatement of [REDACTED].

Due to the amount of the refund, \$19,687.48, I recommend that the request be placed on the January 27, 2014 City Council Agenda for approval.

Vestavia Hills, City of
Attn: Bo Seagrist
513 Montgomery Hwy
Vestavia, AL 35216

January 14, 2014

Re: Pet Supermarket Refund Request

Mr. Seagrist,

RDS has received a refund request from Taxpayer a/c #074376, Pet Supermarket, located at 608 Montgomery Hwy.

Pet Supermarket overstated their 2013 gross receipts by approximately [REDACTED] which resulted with an overpayment of their 2013 Business License by \$19,687.48. Please verify approval of the refund payment.

Thank you for your consideration,



Jonathan Black
Sr. Client Relations Rep

Refund Petition

Joint Direct

Note: Separate petitions are required for each type of tax and for each city or county. (Instructions on Back)

The undersigned hereby makes application for refund of (\$ 19687.48) NINETEEN THOUSAND SIX HUNDRED EIGHTY SEVEN Dollars. Taxes paid by said undersigned to the Tax Trust Account for (city or county) VESTALIA HILLS for the period(s) 1/1/13 - 12/31/13, which amount was erroneously paid or paid in excess of the amount due or was paid through mistake of fact or law.

Explain in detail the reasons for refund claim (attach additional pages if necessary):

Pet Supermarket 014514

Signatures: A joint petition must bear the signatures of both the seller and the consumer-purchaser. If a petitioner is an individual, the individual must sign. If a petition is a partnership or limited liability partnership, a partner must sign. If a petition is a corporation, an officer of the corporation must sign. If a petition is a limited liability company, a member must sign.

	_____
Petitioner's Name (Seller)	Petitioner's Name (Consumer-Purchaser)
<u>074386</u>	_____
RDS Account #	RDS Account #
	_____
Petitioner's Signature/Title	Petitioner's Signature/Title
<u>Todd Donaghue</u>	_____
<u>Director of Strategic Planning and Inventory Management</u>	_____
Petitioner's Email Address	Petitioner's Email Address
_____	_____
Mailing Address	Mailing Address
<u>1100 INTERNATIONAL PKWY</u>	_____
<u>SUNRISE FL 33883</u>	_____
City State Zip	City State Zip
<u>3/5/13</u>	_____
Date Signed	Date Signed

Instructions

Note: Failure to complete the RDS refund petition properly or to include sufficient documentation supporting your refund claim will delay the processing of your request. If you have any questions about the Refund Petition requirements, please contact Taxpayer Support at (800) 556-7274.

There are two types of petitions: Joint and Direct Petitions. The Joint Petition requires the signatures of both parties to a transaction. The Direct Petition requires the signature of only one party to a transaction. No refunds will be issued unless the proper petition is filed. Listed below are the taxes administered by the Sales, Use & Business Tax Division and the proper petition to file for each.

A direct petition may be filed if the seller has not collected the tax from the purchaser or if the seller has refunded or credited the tax to the purchaser. Seller must document these facts. See "Documentation" requirements below.

Type of Tax	Petition Form Required	Signatures Required
City or County Sales Tax	Joint	Seller and Purchaser
City or County Sellers Use Tax	Joint	Seller and Purchaser
Lodging Tax	Joint	Seller and Purchaser
Direct Pay Permits	Direct	Permit Holder
City or County Consumers Use Tax	Direct	Consumer-Purchaser
Rental or Leasing Tax	Direct	Lessor

Documentation

Your petition **must be documented**. The petitioner(s) should attach invoices, receipts, check copies, accrual records, copies of original returns, copies of amended returns and other documentation to the petition sufficient to provide an audit trail. If invoice copies are not attached, then a schedule of the invoices providing invoice date, invoice number, invoice amount, and a description of the merchandise should be attached. Additional documentation may be requested by RDS as deemed necessary before a decision can be granted on a refund request.

Mail Completed Petition To:

RDS
Attention: Refunds
2317 – 3rd Avenue North
Suite 200
Birmingham, AL 35203-3835

For inquiries about this petition, please call (800) 556-7274.

Date: 3/04/13
Time: 11:29:10

Combined WW & Pet Supermarket
General Ledger
Account Activity Detail

Pgm: GL1835 7.1
Scn: ACCTDETAIL

STORE..... 252 #252 Birmingham, AL

From: 1 Jan 13 Through: 28 Feb 13

Account/Sub-Acct: 6591

Licenses & Fees

- 1 - Journal Header
- 2 - Journal Detail
- 3 - To Change Date

Scan Date (MMDDYY) - 0/00/00
Total -

Effective	Transaction Description	Amount
15 Jan 13	TAX TRUST ACCOUNT	
Reference 1: 97661	Reference 2:	

REC'D MAR 22 2013

RDS

revenue discovery systems

2317 Third Avenue North, Suite 200
Birmingham, AL 35203

800.556.7274 • 205.324.0088 • 205.423.4099 fax

www.revds.com

March 18, 2013

Pet Supermarket
1100 International Parkway
Sunrise, FL 33325

Account: 74376
Refund Request Details:
Jurisdiction(s): Vestavia Hills
Tax Period(s): Year 2013
Amount of Request: \$19,687.48

Dear Taxpayer,

We are unable to determine if a refund is due based on the information provided with your petition.

Interest and Penalties are not refundable.

Original tax payment(s) not found in payment history.

Taxes must be refunded to paying customer and this criteria cannot be met.

Exemptions stated do not apply.

Other: On the refund petition you did not specify as to why you were asking for a refund.

Please state the reason you are asking for a refund in order to proceed with refund request.

ORIGINAL FORM SENT IN HAD GROSS RECEIPTS AMT AS
[REDACTED] WHICH IS INCORRECT. CORRECT AMT IS
[REDACTED]

Best Regards,
LaKeshia Dixon
Refunds
Revenue Discovery Systems (RDS)
Direct: 800-556-7274 ext 34427
Fax: (205) 423-4099
lcdixon@revds.com

PLEASE SEE
ATTACHED
←

PET SUPERMARKET
LOC #252 Birmingham, AL

	Sales	Sales - Tax Exempt	Returns	Returns - Tax Exempt	Vet Clinic Income	
	4000	4100	4200	4300	6811	
JAN	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
FEB	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
MAR	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
APR	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
MAY	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
JUN	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
JUL	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
AUG	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
SEP	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
OCT	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
NOV	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]
DEC	[REDACTED]	[REDACTED]	[REDACTED]	-	-	[REDACTED]

Check here if business has closed or no longer doing business in the area

REQUIRED - Please confirm form of ownership:

- Sole Proprietorship (Owned by Individual)
- General Partnership
- Corporation
- LLC - Single Member
- LLC - Multi Member
- Professional Assoc
- Governmental Agency
- Other _____
- LLP

Make Check Payable to: Tax Trust Account
 Mail To: RDS
 Business License Dept
 PO Box 880900
 Birmingham, AL 35283-0900

If there are any additions, subtractions, or discrepancies regarding the schedules or amounts below, please review the entire license schedule at www.revs.com or call our Business License Department at 800-556-7274 Option 1, then 6 then 1. Online filing is now available. Free - Easy to Use - Step by Step

Police Jurisdiction Definition: Area outside the incorporated municipality limits as defined by local ordinance. Businesses located in the police jurisdiction are subject to purchase a business license per the municipality's ordinance at one half the normal rates if applicable. Please check this box if you are in the police jurisdiction but not in the incorporated city limit.

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Section Number	Type of License	Gross Receipts (If Required)	Unit Amount (Applies if fee is based upon a number of units)	Flat/Base Fee*	Additional Amount Due Based On Calculation	License Fee Due
Verify all types of business conducted:				*See Section H Below for Business License Fee Information. Add Column E & F enter total in column G then add below.		
452990.00	GENERAL MERCHANDISE STORES DEPARTMENT WAREHOUSE CLUBS SUPERSTORES	[REDACTED]	Ø	\$ 150.00	[REDACTED]	[REDACTED]
		CORRECT AMT				
Penalty Info: 15% Penalty Due Feb 1st plus interest according to Section 40-1-44 of the Code of Alabama 1975. Additional 15% Penalty Due March 2 plus interest according to Section 40-1-44 of the Code of Alabama 1975.						
Issuance Fee:						\$ 12.00
CORRECT Total:						[REDACTED]
**H - Additional Information - Your license may require you to submit a copy of your board certification and/or permit with your payment. Failure to submit a copy of your board certification/permit, pay your license in full, or report your gross receipts as required will result in a delay the release of your license. You may view a certification/permit list at www.revs.com (Taxpayer - Alabama - Taxpayer Forms - Certification). Questions, please call RDS 800-556-7274.						
Section 452990.00 General Merchandise Stores, Department, Warehouse Clubs, Superstores Between \$0.00 to \$9,999,999,999.99 - \$150.00 plus 0.00150000 of every \$1.00 in excess of \$50,000.00						

253

Physical Address:

808 MONTGOMERY HWY
VESTAVIA HILLS, AL 35218-1B10

Make Check Payable to: Tax Trust Account
Mail To: RDS

Business License Dept
PO Box 830900
Birmingham, AL 35283-0900

REQUIRED - Please confirm form of ownership:

- Sole Proprietorship (Owned by Individual)
- General Partnership
- Corporation
- LLC - Single Member
- LLC - Multi Member
- Professional Assoc
- Governmental Agency
- Other _____
- LLP

If there are any additions, subtractions, or discrepancies regarding the schedules or amounts below, please review the entire license schedule at www.revds.com or call our Business License Department at 800-556-7274 Option 1, then 6 then 1. Online filing is now available. Free - Easy to Use - Step by Step

*Police Jurisdiction Definition: Area outside the incorporated municipality limits as defined by local ordinance. Businesses located in the police jurisdiction are subject to purchase a business license per the municipality's ordinance at one half the normal rates if applicable. Please check this box if you are in the police jurisdiction but not in the incorporated city limit. *

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Section Number	Type of License	Gross Receipts (If Required)	Unit Amount (Applies if fee is based upon a "number" of units)	Flat/Base Fee*	Additional Amount Due Based On Calculation	License Fee Due
Verify all types of business conducted				**See Section H Below for Business License Fee Information** Add Column E & F enter total in column G then add down		
52990.00	GENERAL MERCHANDISE STORES DEPARTMENT, WAREHOUSE CLUBS, SUPERSTORES	[REDACTED]		\$ 150.00	[REDACTED]	[REDACTED]
		INCORRECT Amt originally filed				
Penalty Info: 15% Penalty Due Feb 1st plus interest according to Section 40-1-44 of the Code of Alabama 1975, Additional 15% Penalty Due March 2 plus interest according to Section 40-1-44 of the Code of Alabama 1975.						
Issuance Fee:						\$ 12.00
INCORRECT Total:						[REDACTED]

Additional Information - Your license may require you to submit...

RESOLUTION NUMBER 4548

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT FOR A SITE ANALYSIS OF WALD PARK**

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

1. The City Manager is hereby authorized to execute an agreement with Goodwyn Mills and Cawood, Inc., for a site analysis of Wald Park; and
2. A copy of said agreement is marked as Exhibit A and is attached and incorporated into this Resolution Number 4548 as though written fully therein; and
3. This Resolution Number 4548 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

January 14, 2014

Mr. Conrad Garrison, City Planner
City of Vestavia Hills
513 Montgomery Hwy.
Vestavia Hills, AL 35216

RE: Proposal for Planning Services-REVISED
Wald Park – Vestavia Hills, Alabama

Dear Mr. Garrison,

Goodwyn Mills and Cawood (GMC) appreciates the opportunity to submit a proposal for the planning of Wald Park located on U.S. Highway 31 in Vestavia Hills. We have prepared this proposal for your review and comment, and we look forward to working with you throughout the planning of this project. This proposal will define the professional team we propose for the project, the general scope of the work, and our scope of services along with the compensation structure. Our project team is composed of professionals committed to planning a facility that meets your needs and the goals that will be established for the project. For your review and information, the following design consultants and general contractor are proposed for the project team:

A> **PROJECT TEAM:**

Planner: *Goodwyn, Mills and Cawood, Inc. (GMC)*

B> **PROJECT SCOPE & SCHEDULE:**

In accordance with our previous conversations to date, we have the following understanding of the Project Scope and the primary work items requiring our involvement:

PROJECT SCOPE:

The proposed scope of work includes the production of a feasibility plan and financial analysis of the existing Wald Park that considers the allocation of portions of the frontage along U.S. Highway 31 for commercial use and sale to finance, in part, the recommended improvements or acquisition of adjoining properties. Specific objectives to be addressed by the feasibility plan shall be determined with the assistance of the Wald Park Steering Committee.

C> **CONSULTANT AND DESIGN SERVICES:**

Master Planning: The scope of work will be to develop two (2) illustrative feasibility plan renderings with written assessments, corresponding financial and preliminary construction estimates, and a regulating plan that focuses on the commercial frontage and its relationship to the existing Wald Park. *It is understood that communication during the planning phase will be limited to the Technical Team associated with this project until such time that the plans are ready for public presentation. The Technical Team will include the GMC staff working on this project, the Wald Park Steering Committee, and select members of the city staff that will be involved during the input and discussion processes.* The work will include incorporating technical analyses developed during the planning process, steering committee input, and public comment into the plans that are developed. The feasibility plan will also consider the U.S. Highway 31 Master Plan that was recently accepted by the City and the recommendations contained therein. Lastly, the plans will be presented to the Parks and Recreation Board and the City Council at meetings open to the general public so as to inform the community. The following specific tasks are included:

Proposal- Planning Services-REVISED
 Wald Park – Vestavia Hills, Alabama

January 14, 2014
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- Technical Team Meetings - 3
 - Kick-Off Meeting
 - Initial Plan Presentation Meeting
 - Final Plan Presentation Meeting
- Technical Analysis and Data Gathering
 - Site visits – 3
 - Meetings – 2
- Base Map Generation
- Feasibility Plan Rendering – 2
 - Plan With Garage and Public Works Facility
 - Plan Without Garage and Public Works Facility
- Regulating Plan – 1
- Financial/Preliminary Cost Estimate – 2
- Presentation of Plans - 2
 - Parks and Recreation Board
 - City Council
- Estimated Schedule: 3 months from NTP.

D> DELIVERABLES:

- Feasibility Plan Renderings Mounted on Presentation Board – 2
- Regulating Plan Mounted on Presentation Board – 1
- Financial Budget and Preliminary Construction Estimate – 2
- Written Assessment of Feasibility Plan – 1
- PDF copies of the above deliverables will be provided

E> COMPENSATION:

BASIC & SPECIAL SERVICES FEES:

We propose performing the work illustrated above under the “Scope of Services” sections in accordance with the following schedule. We calculate services in one of three manners:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.
- *Lump Sum (LS)* fees are fixed fees.
- *Hourly (H)* fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee with an anticipated budget as listed (See GMC Hourly Rate Schedule, updated annually in July).
- *Unit Price (EA)* fees for unit based services are invoiced on a per-unit basis.
- *Allowances (Allow)* are occasionally included for anticipated work that is not yet quantifiable.

	FEE CALCULATION	% Fee	Const. Estimate		TYPE
CONSULTANT SERVICES:	Planning			= \$15,250.00	LS

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses. *We have included printing, mileage, travel and other incidental reimbursable expenses in our base fee above.*

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- ~~Printing: All printing/ mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes. For budgetary purposes, we recommend an allowance of \$250 be established for project related printing and material expenses.~~
- ~~Travel Expenses: All authorized travel expenses incurred by our employees including lodging and meals directly associated with the project.~~
- ~~Automobile Miles: Mileage incurred by our employees and associated with the project will be invoiced at \$0.456/ mile. For budgetary purposes, we recommend an allowance of \$100 be established for project related mileage expenses.~~
- Renderings and Models: Professional renderings or models requested by the Owner.
- Consultant Expenses: The reimbursable expenses of our Consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to the Engineer, mileage, lodging, out-of-town meals, and similar project related charges.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined lump sum. Updated annually in July.
- Design Consultants: 1.2 times the invoice amount submitted to the Engineer

HOURLY RATE SCHEDULE:

Principal:	\$230.00/ hour
Senior Architect/ Engineer:	\$180.00/ hour
Architect/ Engineer I/ Interior Design I/ Project Manager I/ Hydrogeologist/ Ecologist:	\$160.00/ hour
Architect/ Engineer II/ Interior Design II/ Project Manager II/ Land Surveyor:	\$140.00/ hour
Architect/ Engineer Intern I/ Geologist/ Biologist:	\$120.00/ hour
Architect/ Engineer Intern II/ Resource Analyst:	\$100.00/ hour
CADD Technical I:	\$95.00/ hour
CADD Technical II/ Draftsman:	\$80.00/ hour
CADD Technical III:	\$70.00/ hour
Construction Administration/ ROW Acquisition	\$115.00/ hour
Administrative:	\$70.00/ hour
Surveying Party Chief	\$80.00/ hour
Two-Man Survey Party	\$105.00/ hour
Three-Man Survey Party	\$140.00/ hour
Four-Man Survey Party	\$150.00/ hour

Proposal- Planning Services-REVISED
Wald Park – Vestavia Hills, Alabama

January 14, 2014
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PAYMENT TERMS:

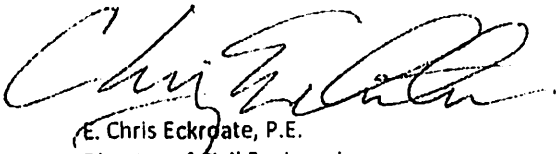
Professional services will be invoiced monthly in accordance with the percentage completion for each component of the provided services. Payment is due 30 days from the invoice date, and is considered past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

LIABILITY INSURANCE:

Goodwyn Mills & Cawood Inc. maintains Workmen's compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate is available upon request.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.



E. Chris Eckroate, P.E.
Director of Civil Engineering
Birmingham Division

Accepted By:
City of Vestavia Hills

Print Name, Title

Date: _____

RESOLUTION NUMBER 4549

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT FOR DESIGN OF A SOUTHERN GATEWAY
AT INTERSTATE 65 AND MONTGOMERY HIGHWAY**

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

1. The City Manager is hereby authorized to execute an agreement with Goodwyn Mills and Cawood, Inc., for designs for a southern gateway at the intersection of Interstate 65 and Montgomery Highway; and
2. A copy of said agreement is marked as Exhibit A and is attached and incorporated into this Resolution Number 4549 as though written fully therein; and
3. Funding for said project shall be utilized from excess Library Capital Project Funds; and
4. This Resolution Number 4549 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Vestavia Hills Gateway

February 5, 2014
Honorable Mayor Alberto C. Zaragoza
City of Vestavia Hills, Alabama

RE: Proposal for Design Services on the Vestavia Hills Gateway at US Highway 31 and Interstate-65

We are pleased to further develop the concept for the Vestavia Hills Gateway with the preparation of **construction documents** to be priced and built for the City. Budget for all phases is \$500,000.00.

Project Team

Landscape Architecture: Jane Reed Ross, RLA, ASLA
Jason Crunk, RLA, ASLA
Engineering: Chris Eckroate, PE
Keith Strickland, PE
Survey: Mark Peavey, Director of Surveying
Geotechnical: Kevin Wales, Geotechnical

Scope of Services for Implementation

Provided Services: Site Design
The following elements will be included for consideration
Entrance Walls and road barrier treatment
o Landscape
o Irrigation
o Accent Lighting for the temple
o Stone Paving at islands

Schematic Design: Site assessment and conceptual design - design enhancement of the schematic plan using the concept developed with the City using the topographical survey and input from ALDOT. We will work with Brasfield Gorrie on developing the cost estimates.

Design Development: With comments from the Schematic Design all elements will be further developed and presented for design development with associated costs. Revisions will be made based on comments. Time is estimated for 2 meetings with the City and ALDOT.

Construction Documents: With comments made from the Design Development phase we will prepare plans & specifications required for construction by Brasfield Gorrie. We anticipate one meeting with you for review.

Deliverables are:

- Hardscape plan
 - Layout plan
 - Grading and Drainage Plan
 - Details and specifications
- Landscape Lighting Plan
 - Location of accent lights on temple, sign and landscape
- Landscape Plan
 - Planting plan, details and specifications
 - Performance Irrigation specification

Bidding: Prepare documents for pricing and/or negotiation

Construction Administration: Includes pre-construction meeting, 6 COA meetings (each week for 2 months during the time period focused on site design) and punch list. Services include tree tagging at nurseries in Alabama for the best specimens.

ADDITIONAL SERVICES

The following are other services may be provided as additional services, if agreed to in advance by you and GMC.

- Construction staking and as built hardscape
- Construction Administration for future phases if not implemented Fall of 2014.
- Fountains and Mechanical
- LEED administration
- Structural Engineer
- Tree Tagging out of State
- Way-finding signage
- Additional meetings beyond the 3 with ALDOT
- Topographical Survey

PROJECT SCHEDULE

Work to be performed in the time schedule set by the Design Team. It is our understanding that the proposed work is to be designed by Spring of 2014 and planting of trees to be installed by November 2014.

Compensation and Form of Contract

BASIC SERVICES FEE

Compensation for the landscape design services for the described scope is a lump sum fee of \$51,427.50

PHASE	PERCENTAGE OF FEE	FEE ALLOCATION
Schematic Design	25%	\$12,857
Design Development	25%	\$12,857
Construction Documents	30%	\$15,428
Bidding	5%	\$2,571
Construction Administration	15%	\$7,714
Total Fee		\$51,427

Additional Services- include the following:

Topographical Survey	\$5,900.00 (If needed, ALDOT may have topographical information)
Structural Engineer	\$1800.00 (If survey shows grades requiring walls greater than 4', presently planned for 2'ht.)

Work will be invoiced as completed on a monthly basis.

REIMBURSABLE EXPENSES

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- All printing/ mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- All travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.456/ mile.
- Photography of existing conditions, and during construction.
- Professional renderings or models requested by the Owner.
- The reimbursable expenses of our Consultants are Owner reimbursable expenses. Consultant reimbursable expenses include, but are not limited to, travel expenses, plot costs for drawings transmitted to the Architect, mileage, lodging, out-of-town meals and similar project related charges.

HOURLY RATE SCHEDULE

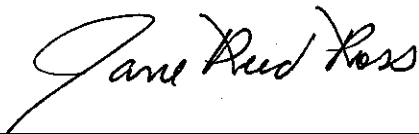
Where projects are performed on an hourly rate basis, work performed by GMC employees shall be invoiced in accordance with the hourly rate schedule indicated below. Work performed by Consultants on an hourly rate basis shall be invoiced at the cost to Goodwyn Mills and Cawood, based on the hourly rate schedule of said consulting firm

Senior Engineer	\$160.00/hr
Senior Landscape Architect	\$160.00/hr
Landscape Architect I	\$120.00/hr
CAD Drafting	\$95.00/hr
Construction Administration	\$115.00/hr
Clerical	\$70.00/hr

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

Mayor Zaragoza, we are prepared to begin work within your schedule and we are very pleased to be considered for this work and look forward to seeing the design implemented. . A signed copy will be appreciated.

Best regards,



Jane Reed Ross, RLA, ASLA
GOODWYN MILLS & CAWOOD INC.

February 5, 2014

Date

Alberto C. Zaragoza, Jr.
Mayor CITY OF VESTAVIA HILLS, ALABAMA

Date

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

January 27, 2014

By Hand Delivery

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

In Re: Resolution Number 4549
Agreement By and Between the City of Vestavia Hills, Alabama
and Goodwyn, Mills and Cawood, Inc.

Dear Mr. Downes:

Recently, City Clerk Rebecca Leavings furnished me with a copy of a proposed Agreement for Design Services by and between the City of Vestavia Hills, Alabama ("Client") and Goodwyn, Mills and Cawood, Inc. ("GMC") for design of a Southern Gateway at Interstate 65 and Montgomery Highway with a request that I review the Agreement and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

It is my understanding that Resolution Number 4549 authorizing the execution and delivery of the Agreement will be introduced for a first reading at the City Council meeting on January 27, 2014 and will be considered and voted upon at the City Council meeting scheduled for February 10, 2014.

I. FACTS

The Agreement provides in a section of the Agreement (on page 4) as follows:

"FAIR ALLOCATION OF RISK

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by applicable law, Goodwyn Mills & Cawood Inc. and its consultants' total liability to the Client for any and all claims, injuries, losses, expenses, damages or claim expenses arising out of this agreement and/or the subsequent AIA Contract shall not exceed *ONE-HUNDRED THOUSAND DOLLARS* [\$100,000.00]."

II. LEGAL ISSUE

Can the City legally agree to the terms, provisions and conditions of the section of the Agreement that limits liability?

III. LEGAL OPINION

It is my legal opinion that the answer to the legal question is in the negative.

IV. BASIS FOR LEGAL OPINION

I base my legal opinion upon the following:

A. GENERAL COMPREHENSIVE LIABILITY INSURANCE POLICY FOR THE CITY:

(1) Section of Agreement (Page 4):

“FAIR ALLOCATION OF RISK

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by applicable law, Goodwyn Mills & Cawood Inc. and its consultants’ total liability to the Client for any and all claims, injuries, losses, expenses, damages or claim expenses arising out of this agreement and/or the subsequent AIA Contract shall not exceed *ONE-HUNDRED THOUSAND DOLLARS* [\$100,000.00].”

(2) Joint Liability: Title 11-47-191(b), *Code of Alabama, 1975*, provides as follows:

“(b) When a judgment shall be obtained against a municipality and the other party liable as provided in subsection (a) of this section, execution shall issue against the other defendant or defendants in the ordinary form and shall not be demandable of the city or town unless the other defendants are insolvent and the same cannot be made out of their property, and the city or town shall pay only so much of the said judgment as cannot be collected from the other defendants.”

(3) **Prejudice the Rights of the City General Comprehensive Liability Insurance Carrier and Jeopardize Coverage:** Based upon Title 11-47-191(b), *Code of Alabama, 1975*, it is my legal opinion that if the City agreed to the section of the Agreement limiting liability that it would prejudice the rights of the City general comprehensive liability insurance carrier and jeopardize coverage under the policy.

B. **MUNICIPALITIES CANNOT SPEND PUBLIC FUNDS TO INDEMNIFY THIRD PARTIES:** It is my legal opinion that to agree to limit the amount of damages would in effect constitute an indemnity agreement. It is my further legal opinion that municipalities in Alabama cannot spend public funds to indemnify third parties. I base my legal opinions upon the following legal authorities:

(1) **Constitution of Alabama of 1901:** Section 94, as amended by Amendments 112 and 558, of the *Constitution of Alabama* provides as follows:

“The Legislature shall not have power to authorize any county, city, town or other subdivision of this state to lend its credit or to grant public money or thing of value in aid of or to any individual, association or corporation whatsoever.”

In my opinion, it would be a violation of Article IV, Section 94(a) of the *Constitution of Alabama* for the City to indemnify GMC for actions, costs, expenses, damages and liabilities.

(2) **Limits of Liability of Municipalities:** Section 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities. The recovery of damages under any judgment against a city shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence and to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. This statute also provides in pertinent part that recovery of damages under any judgment against a city shall be limited to \$100,000 for damage for loss of property arising out of any single occurrence. It is my opinion that if a city agreed to indemnify third parties, then in such event it would waive these limits of liability.

(3) **Public Officials Are Entitled To Discretionary Function Immunity:** Public officials who act within the scope of their authority in performing functions involving discretion are entitled to discretionary function immunity. *Woods v. Wilson*, 539 So.2d 224 and *Hilliard v. Huntsville*, 585 So.2d 889. It is my opinion that if the City agreed to indemnify a third party, then in such event such indemnity agreement could waive the discretionary function immunity for its public employees.

V. CONCLUSION

It is my legal opinion that everything in the Agreement, except for the section of the Agreement limiting liability on page 4 thereof, meets the requirements of Alabama law.

VI. MY RECOMMENDATION

I recommend that the section of the Agreement limiting liability on page 4 be deleted from the Agreement in its entirety. Once that section is removed, I recommend that the City Council approve and adopt a resolution authorizing you to execute and deliver the Agreement for and on behalf of the City of Vestavia Hills, Alabama.

Please call me if you have any questions regarding any of the matters stated in this legal opinion.

Sincerely,



Patrick H. Boone
Attorney for City of Vestavia Hills, Alabama

PHB:gp

cc: Mayor Alberto C. Zaragoza, Jr. (by hand)
City Clerk Rebecca Leavings (by hand)

RESOLUTION NUMBER 4551

**A RESOLUTION APPOINTING ELECTION OFFICERS
FOR THE SPECIAL MUNICIPAL ELECTION TO BE
HELD IN THE CITY OF VESTAVIA HILLS, ALABAMA
ON MARCH 11, 2014**

WHEREAS, a special municipal election for the City of Vestavia Hills, Alabama, will be held on the 11th day of March, 2014; and

WHEREAS, according to Title 37, Section 34 (26), Code of Alabama, 1975, the municipal governing body, or a majority of them, must appoint from the qualified electors of respective wards or voting districts, officers to hold the election as follows: a Chief Inspector and an Assistant Chief Inspector.

WHEREAS, the pay rates for each Chief Inspector will be at a rate of \$250.00 per day; each Assistant Chief Inspector will be at a rate of \$200.00 per day; and for each Clerk will be at a rate of \$175.00 per day. Poll worker hours begin at 6:30 a.m. and last until the Chief Inspector dismisses each clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama, that the election officers for said election are detailed in a listing marked "Exhibit A" which is attached and incorporated into the Resolution Number 4551 as if written fully therein; and

This Resolution Number 4551 is effective immediately upon adoption and approval.

APPROVED and ADOPTED this the 10th day of March, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Poll Workers List

PREC 4705 -	1380 MONTGOMERY HWY	TERESA R ROBERTS,	A. CHIEF
		CECELIA S GREER,	B. ASSISTANT CHIEF
		MARY ANN WARD APPLING,	C. CLERK
		MARGARET A CURRY,	C. CLERK
		SUE M EDFELDT,	C. CLERK
		PAUL EDFELDT,	C. CLERK
		MARTHA LYNN GRAVES,	C. CLERK
		BARBARA DALE HOWELL,	C. CLERK
		JANE L MAHAFFEY,	C. CLERK
		KAY EDDINS	C. CLERK
		JOSEPH ANZALONE	C. CLERK
PREC 4706 -	225 CENTERVIEW DR	KENNETH A LUNDBERG,	A. CHIEF
		CYNTHIA L BARTLETT,	B. ASSISTANT CHIEF
		RITA DAVIS BLAIR,	C. CLERK
		ANNE N BOSTON,	C. CLERK
		GEORGE TRUITT LUCKIE, JR	C. CLERK
		JAMES N MEDLEY,	C. CLERK
		SHEILA W PIERY,	C. CLERK
PREC 4708 -	2061 KENTUCKY AVE	KAY H YEAGER,	A. CHIEF
		JEANNIE F RADECKE,	B. ASSISTANT CHIEF
		ANN ELIZABETH FRIEND,	C. CLERK
		PATRICIA N HAMILTON,	C. CLERK
		SUE H WILLS,	C. CLERK
		PHYLLIS COLLIER	C. CLERK
		FRED YEAGER	C. CLERK

PREC 4805 - NEW	4401 DOLLY RIDGE RD	MARGARET C CRAWFORD, MICHAEL "SHANE" ACTON, BARTIE M ACTON, BONNIE L CARR, WILLIS G JACKSON, FRANKLIN W MEREDITH, GLENN K RICE, MICKY F RUBENSTEIN, BARBARA J SMITH,	A. CHIEF B. ASSISTANT CHIEF C. CLERK C. CLERK C. CLERK C. CLERK C. CLERK C. CLERK C. CLERK
PREC 4807 - LIBERTY	12001 LIBERTY PKWY	LUCY G MASON, ALICE HARPER DAN HARPER, ALICE ELIZABETH HARPER, CHARLES G MASON, JANICE W ROBERTS, EVETTE FAUGHT	A. CHIEF C. CLERK C. CLERK C. CLERK C. CLERK C. CLERK C. CLERK
ABSENTEE	513 MONTGOMERY HWY	GAYLE ENGLAND RUBY DENSON PEGGY MADDOX	A.CHIEF B. ASSISTANT CHIEF C. CLERK
PREC 4707 - TOWN	2385 DOLLY RIDGE RD	SUE D STAPLETON, JIMMY C STAPLETON, SYLVIA S BARROW, SUSAN HARWELL FULTON, NANCY FOX KIRK, NADENE R SINIARD, FRANK BATES	A. CHIEF B. ASSISTANT CHIEF C. CLERK C. CLERK C. CLERK C. CLERK C. CLERK

RESOLUTION NUMBER 4552

**A RESOLUTION DETERMINING THAT CERTAIN
PERSONAL PROPERTY IS NOT NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND
DIRECTING THE SALE/DISPOSAL OF SAID
SURPLUS PROPERTY**

WITNESSETH THESE RECITALS

WHEREAS, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached "Exhibit A"; and

WHEREAS, the City has determined that it would be in the best public interest to sell said property.

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

1. The City Manager is hereby authorized to sell and/or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 4552 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 10th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

February 4, 2014

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services

From: Christopher Brady, City Engineer

RE: surplus equipment, HP DesignJet 800 plotter

I recommend the City deem the following equipment as surplus:

HP DesignJet 800 plotter, sticker no. 10230

Please let me know if any questions,

-Christopher



02/04/14

To: Rebecca Leavings

From: Sgt. Joel Gaston

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

- Radio Shack cassette recorder (sticker #10507)
- Polaroid OneStep camera (sticker#10508)
- Minolta Weathermatic 35mm (sticker#10509)

Please contact me with any questions or concerns.

Thanks,

Sgt. Gaston ext.#137

RESOLUTION NUMBER 4553

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NEEL-SCHAFFER, INC., FOR DESIGN SERVICES OF PROJECT NO. CMAQ-7030(600); SIDEWALKS ALONG CR-42 (MASSEY ROAD) FROM SR-3 (US-31, MONTGOMERY HIGHWAY) TO COLUMBIANA ROAD IN THE CITY OF VESTAVIA HILLS, JEFFERSON COUNTY

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

1. The City Manager is hereby authorized to execute and deliver an agreement with Neel-Schaffer, Inc., for design services of Project No. CMAQ-7030(600); Sidewalks along CR-42 (Massey Road) From SR-3 (US-31, Montgomery Highway) To Columbiana Road In The City Of Vestavia Hills, Jefferson County; and
2. Said agreement is marked as Exhibit A, attached and incorporated into this Resolution Number 4553 as though written fully therein; and
3. This Resolution Number 4553 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 2th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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

February 4, 2014

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services
Rebecca Leavings, City Clerk

From: Christopher Brady, City Engineer

RE: design service agreement, Neel Schaffer
CMAQ-7030(600), Massey Road sidewalks and other roadway improvements

In December 2012, Council adopted Resolution 4375 to enter into agreement with ALDOT for funding for the Preliminary Engineering for CMAQ-PE12(). This project will be for sidewalk and other roadway improvements along Massey Road from Montgomery Hwy to Columbiana Road, a distance of approximately 0.7 miles.

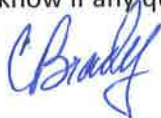
Neel Schaffer has submitted the attached proposal for these services. ALDOT has reviewed and provided approval letter dated January 21, 2014.

The approximate fee for this scope of work is \$137,788. The funding agreement will reimburse 80%, or approximately \$110,230.40. The City's portion of this fee will be approximately \$27,557.60.

The original estimated cost of this service was \$166,400.

Please let me know if any questions,

-Christopher



January 28, 2014
NSI Project No.

Mr. Christopher Brady, P. E.
City Engineer
City of Vestavia Hills
513 Montgomery Highway
P.O. Box 660854
Vestavia Hills, AL 35266-0854

**RE: DESIGN SERVICES AGREEMENT
Project No. CMAQ-7030(600)
Sidewalks along CR-42 (Massey Road)
From SR-3 (US-31, Montgomery Highway) to
Columbiana Road in the City of Vestavia Hills
Jefferson County**

Dear Christopher:

This is a Letter Agreement for Neel-Schaffer, Inc. (CONSULTANT) to provide professional engineering services to the City of Vestavia Hills (CITY) for improvements to Massey Road.

PROPOSED SCOPE OF WORK:

1. PROJECT DESCRIPTION

The CONSULTANT will perform engineering and environmental studies, prepare required environmental documents, secure corridor approval, perform field surveys, perform geotechnical investigations and reporting and prepare contract plans for improvements to Massey Road from US-31 (Montgomery Highway) to Columbiana Road in the City of Vestavia Hills, Jefferson County, Alabama, a distance of approximately 0.77 miles. The improvements to Massey Road are to include multimodal enhancements, sidewalk, a section of roadway reconstruction, retaining wall and roadway shoulder improvements.

2. BASIC SERVICES

CONSULTANT will provide the following services:

A. Environmental

The CONSULTANT will conduct the necessary environmental studies sufficient to comply with Federal Highway Administration (FHWA) Technical Advisory T6640.8A dated October 30, 1987 and 23 CFR, Part 771. The CONSULTANT will assist the CITY in conducting a Public Involvement Meeting, if required. This agreement does not include any specialized field investigations or documentation such as Mollusk Survey or Cultural Resource HAER documentation. A Programmatic or Checklist Categorical Exclusion Checklist will be prepared by the CONSULTANT and the required copies will be submitted to the STATE for FHWA approval.

B. Geotechnical Services

The CONSULTANT will perform laboratory tests on samples as directed and prepare a formal written Geotechnical report in accordance with ALDOT Procedure 398, "Procedure for Conducting Subsurface

Investigations and Foundation Reports,” using qualified geotechnical engineers and geologists. The CONSULTANT will prepare a Materials Report, Slope Study Report, and/or Culvert Report in accordance with ALDOT Procedure 390, “Procedure for Conducting Soil Surveys and Preparing Materials Reports”. An equivalent asphalt pavement buildup will also be developed.

C. Field Surveys

The CONSULTANT will obtain field surveys of the roadway, stream bed/floodplain, and project area. Approximate limits of the field surveys will include approximately 205’ each way along Coosa and West Streets from Isbell Branch. In addition, streambed topo will be obtained 500’ each way from each bridge crossing and streambed profiles obtained 1,000’ each way along Isbell Branch to comply with Chapter 3, ALDOT Hydraulic Manual.

D. Roadway Plans

The CONSULTANT will develop construction plans in accordance with the procedure as shown in the STATE’s “*Guide for Developing Construction Plans*” and “*Guidelines for Operation*” in accordance with ATRIP procedures.

E. Right of Way

This agreement does not provide for the preparation of a right of way map, deeds or tract sketches. The CITY may add this work by supplemental agreement at a later date.

3. INFORMATION TO BE PROVIDED BY CITY

- A. Provide all traffic data that is deemed necessary by the CITY.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the CITY.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- E. Upon receipt of prints of Final Plans from the CONSULTANT, the CITY will furnish plans to each utility service owner and handle the securing of all appropriate utility agreements.
- F. Make any necessary studies, testing, reporting, etc. for any identified hazardous waste sites along the proposed alignment.

3. LIMITATIONS

This agreement will be subject to the terms and conditions presented in Exhibit “A” of this agreement.

4. TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT will start work on the professional services outlined under Section 2. of this Agreement after receipt of written notice to proceed from the CITY.
- B. All work included in ARTICLE I of this AGREEMENT shall be completed within 18 months from the date of the notice to proceed, however, this Agreement may be extended beyond the time stated for work completion when extended in accordance with Exhibit “A”.
- C. In case the CITY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in the Agreement, the time limit specified herein may be adjusted in accordance with the provisions of Exhibit “A”.

5. FEE

This agreement will address fees for professional engineering design services on a lump sum basis. The fees for the performance of this work are included in the ALDOT approved manday and fee proposal submitted to the CITY by letter from ALDOT dated January 21, 2014 and is presented in Exhibit “B” of this agreement.



Mr. Christopher Brady, P.E.
January 28, 2014
Page 3 of 3

Below is a breakdown of the areas of work and their corresponding lump sum fees:

Corridor/Environmental Study	\$29,895.00
Field Surveys	\$38,067.00
Geotechnical Services	\$17,745.00
Roadway Design & Plans	\$52,081.00

TOTAL DESIGN SERVICES FEE - \$137,788.00

If you have any questions or comments regarding this Letter of Agreement, please do not hesitate to call me. If you find all proposed items addressed within this Letter of Agreement to be satisfactory, please sign this letter and return one copy for our files.

Sincerely,
NEEL-SCHAFFER, INC.



Bob Portera, P.E.
Engineer Manager

Attachments

cc: File

ACCEPTED BY:

THE CITY OF VESTAVIA HILLS, ALABAMA

BY: _____
Mr. Jeff Downes
City Manager

Date

BY: _____
Honorable Alberto "Butch" Zaragoza
Mayor

Date



EXHIBIT A
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client

becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Clients' contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and

Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21 Risk Allocation of this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer

shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those

named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; the Engineer, after giving seven days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges. The Client waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of

the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION
OFFICE OF DIVISION ENGINEER
1020 BANKHEAD HWY. WEST
P.O. Box 2745
BIRMINGHAM, ALABAMA 35202-2745
Telephone: (205) 328-5820 FAX: (205) 254-3199



Robert Bentley
Governor

John R. Cooper
Transportation Director

January 21, 2014

Mr. Christopher Brady
City Engineer, City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216

RE: Jefferson County
Project No. CMAQ-7030(600)
Sidewalks along CR-42 (Massey Rd)
from SR-3 (US-31, Montgomery Hwy) to
Columbiana Rd in Vestavia Hills

Reference is made to your previous letter in which you transmitted a man-day and fee proposal from Neel-Schaffer, Inc., to perform work on the above-referenced project.

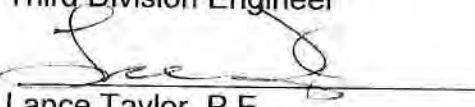
Since the City utilized the Department's alternate consultant selection procedure, an audit report was not required. The overhead rate, operating margin and labor rates will be as previously approved by the Bureau of Finance and Audits, External Audit Section.

Attached is a copy of the man-day and fee proposal as reviewed by the Department. The fee for corridor study has been revised from \$39,618 to \$29,259. The fee for field surveys has been revised from \$45,045 to \$38,067. The fee for geotechnical services are approved as submitted. The fee for roadway plans has been revised from \$57,279 to \$52,081. Therefore the maximum fee has been revised from \$159,687 to \$137,788. We feel this fee is just and fair compensation for the corridor study, field surveys, geotechnical services, roadway plans and other related work.

The City may proceed to enter into an agreement with Neel-Schaffer, Inc., using the aforementioned instructions. Please let me know if you have any questions.

Sincerely,

Brian Davis, P.E.
Third Division Engineer

By: 
Lance Taylor, P.E.
Pre-Construction Engineer

BCD/LAT/ddr
Attachment

cc: Ms. Dannette Ratcliff w/att
Project File w/att.

January 8, 2014
NSI Acct. No. 11357

Mr. Brian C. Davis, P.E.
Division Engineer
Alabama Department of Transportation
Third Division
1020 Bankhead Highway
Birmingham, Alabama 35202

Attention: Mr. Lance Taylor, P.E.

RE: As Negotiated Manday and Fee Proposal
Project No. CMAQ-7030()
Sidewalks along CR-42 (Massey Road) from
SR-3 (Montgomery Highway) to CR-99 (Columbiana Road)
City of Vestavia Hills

Dear Mr. Davis:

A markup of our manday and fee proposal for the referenced project to provide sidewalks along CR-42 (Massey Road) in the City of Vestavia Hills was furnished to us for our review and acceptance. We have accepted the markups and have entered the manday markups into our fee proposal spreadsheet. The enclosed as-negotiated manday and fee proposal is hereby submitted for your further handling.

Should you need additional information concerning this request, please do not hesitate to contact me at (205) 912-8541 or via e-mail at bob.portera@neel-schaffer.com.

Sincerely,
NEEL-SCHAFFER, INC.



Bob Portera, P.E.
Transportation Engineer Manager

cc: Mr. Christopher Brady, P.E., City Engineer
File

C: Dannelto
C: 1-14-14
P.E.

CMAQ-7030()

Project No. CMAQ-7030()

County Jefferson

Description Massey Road from US-31 to Columbiana Road

Scope of Work Corridor Study, Survey, Geotech, Contract Plans

Project Length 0.77 Miles

Consultant Neel-Schaffer, Inc.

CORRIDOR STUDY		Engineer	Engineer. Tech.	Environment	Environ. Tech.
Task A: Preliminary Corridor Investigation					
A-1	Obtain & Study City Supplied Maps	0.50	0.50	0.25	0.50
A-2	Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	1.00	1.00	1.00	1.00
A-3	Assemble and review sub-surface information, recommend and evaluate add'l information	0.25			
A-4	Confer with various local, state and federal agencies			1.00	
A-5	Develop general design criteria, typical sections and conceptual design	0.50	1.00		
A-6	Develop conceptual design layouts and exhibits, present to City, State and FHWA	1.00	2.00	1.00	0.50
Task A Totals		2.25	4.50	3.25	2.00
Task B: Alternative Upgrading Studies					
B-1	Develop and Study Preliminary Alternate Designs to Determine Feasibility	1.00	1.00		
B-2	Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	1.00	2.00		
B-3	Conduct Environmental Studies/Develop Alternative Matrix			2.00	1.00
B-4	Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	1.00		2.00	2.00
B-5	Review Feasible Alternates & Prepare CE and appendices	1.00	1.00	2.00	1.00
Task B Totals		4.00	4.00	6.00	4.00
TOTALS		6.25	8.50	9.25	6.00

1/8/2014

Neel-Schaffer, Inc.

12:27 PM

Project No. CMAQ-7030()			
County Jefferson			
Description Massey Road from US-31 to Columbiana Road			
Scope of Work Corridor Study, Survey, Geotech, Contract Plans			
Project Length 0.77 Miles			
Consultant Neel-Schaffer, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	2.13	\$ 404.60	\$ 861.80
Engineer	6.25	\$ 344.80	\$ 2,155.00
Engineering Technician/CADD	8.50	\$ 191.20	\$ 1,625.20
Environmental	9.25	\$ 344.80	\$ 3,189.40
Environmental Technician	6.00	\$ 191.20	\$ 1,147.20
Clerical	1.25	\$ 176.00	\$ 220.00
	Total Direct Labor		\$ 9,198.60
Combined Overhead (%)	147.07		\$ 13,528.38
Out-of-Pocket Expenses**			\$ 1,450.00
	Sub-Total		\$ 24,176.98
Operating Margin (10%)			\$ 2,417.70
	Sub-Total		\$ 26,594.68
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
S&ME Environmental Services (Wetlands, Haz Mat, Cultural Resources)			\$ 3,125.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 156.25
	Sub-Total		\$ 29,875.93
Facilities Capital Cost of Money (% of Direct Labor)	0.21		\$ 19.32
	TOTAL FEE		\$ 29,895.25

**See Grand Total Fee sheet

1/8/2014

Neel-Schaffer, Inc.

12:27 PM

Project No. CMAQ-7030()
County Jefferson
Description Massey Road from US-31 to Columbiana Road
Scope of Work Corridor Study, Survey, Geotech, Contract Plans
Project Length 0.77 Miles

Consultant Neel-Schaffer, Inc.

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.500	\$ -
	0	32	\$0.500	\$ -
	0	34	\$0.500	\$ -
	0	0	\$0.500	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
8 1/2x11 B&W copies	25	50	1250	\$ 0.06	\$ 75.00
8 1/2x11 color copies	25	25	625	\$ 0.65	\$ 406.25
11x17 color copies	25	5	125	\$ 0.95	\$ 118.75
Bond color roll map printing (21 SF per map)	10	6	60	\$ 12.50	\$ 750.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 1,350.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ 100.00

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 1,450.00
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

1/8/2014

Neel-Schaffer, Inc.

12:27 PM

Project No. CMAQ-7030()			
County Jefferson			
Description Massey Road from US-31 to Columbiana Road			
Scope of Work Corridor Study, Survey, Geotech, Contract Plans			
Project Length 0.77 Miles			
Consultant Neel-Schaffer, Inc.			
Fee Proposal (Geotechnical)			
PERSONNEL COST			
	Man-days x Daily Rate		
PLS			\$ -
Survey Crew (see man-day sheet)		\$ -	\$ -
Engineering Technician/CADD		\$ 191.20	\$ -
Clerical		\$ 176.00	\$ -
	Total Direct Labor		\$ -
Combined Overhead (%)	147.07		\$ -
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ -
Operating Margin (10%)			\$ -
	Sub-Total		\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
S&ME			\$ 16,900.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 845.00
	Sub-Total		\$ 17,745.00
Facilities Capital Cost of Money (% of Direct Labor)	0.21		\$ -
	TOTAL FEE		\$ 17,745.00

1/8/2014

Neel-Schaffer, Inc.

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Project No. CMAQ-7030()			
County Jefferson			
Description Massey Road from US-31 to Columbiana Road			
Scope of Work Corridor Study, Survey, Geotech, Contract Plans			
Project Length 0.77 Miles			
Consultant Neel-Schaffer, Inc.			
Fee Proposal (Field Survey)			
PERSONNEL COST			
		Man-days x Daily Rate	
PLS			\$ -
Survey Crew (see man-day sheet)		\$ -	\$ -
Engineering Technician/CADD		\$ 191.20	\$ -
Clerical		\$ 176.00	\$ -
Total Direct Labor			\$ -
Combined Overhead (%)	147.07		\$ -
Out-of-Pocket Expenses**			
Sub-Total			\$ -
Operating Margin (10%)			\$ -
Sub-Total			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
EDG, LLC			\$ 36,254.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,812.70
Sub-Total			\$ 38,066.70
Facilities Capital Cost of Money (% of Direct Labor)	0.21		\$ -
TOTAL FEE			\$ 38,066.70

1/8/2014

Neel-Schaffer, Inc.

12:28 PM

Project Number <u>CMAQ-7030()</u>					
County <u>Jefferson</u>					
Description <u>Massey Road from US-31 to Columbiana Road</u>					
Scope of work <u>Corridor Study, Survey, Geotech, Contract Plans</u>					
Length <u>0.77</u> miles					
Consultant Neel-Schaffer, Inc.					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.50	0.50
INDEX SHEET	1.00	0.10	0.10	0.50	0.50
PROJECT NOTE SHEET	1.00	1.00	1.00	0.50	0.50
PLANS LEGEND	1.00			0.50	0.50
TYPICAL SECTIONS					
Main Roadway	1.00	1.00	1.00	2.00	2.00
Cross Roads	0.50	1.00	0.50	1.50	0.75
Detour & Misc.					
Ramps					
SUMMARY SHEET					
Main Summary	1.00	1.00	1.00	2.00	2.00
SUMMARY BOX SHEETS					
Roadway Pipe	0.10	0.25	0.03	0.50	0.05
Culvert Extension, New Culvert					
Bridge Culvert Extension, New Bridge Culvert					
Guardrail	0.10	0.25	0.03	0.25	0.03
Slope Paving (Under Bridges)					
Side Drain Pipe	0.10	0.50	0.05	0.50	0.05
Signing	0.10	0.50	0.05	0.50	0.05
Base & Pavement					
Bridge					
Striping & Pavement Markings	0.10	0.25	0.03	0.25	0.03
Curb & Gutter		0.50		0.50	
Bridge End Slabs					
Roadway Lighting					
Sidewalk	0.50	0.50	0.25	0.50	0.25
Slope Paving (Ditches)	0.10	0.50	0.05	0.50	0.05
Ditch Summary	0.10	0.50	0.05	1.00	0.10
Concrete Safety Barrier					
Retaining Wall	0.10	0.25	0.03	0.25	0.03
Misc. Boxes	0.10	0.50	0.05	0.50	0.05
Erosion Control	0.10	1.00	0.10	1.00	0.10

1/8/2014

Neel-Schaffer, Inc.

12:28 PM

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PLAN & PROFILE					
Main Roadway	3.00	1.50	4.50	2.00	6.00
Crossroads					
Detours					
Retaining Walls	1.00	2.00	2.00	2.00	2.00
PAVING LAYOUT					
Main Roadway (includes striping and signing)	1.50	1.00	1.50	1.00	1.50
Crossroads					
Intersections					
INTERCHANGES					
Geometrics					
Ramps Profiles					
Site Grading					
Cross Sections					
Signing					
TRAFFIC CONTROL					
Sequence of Construction	0.25	0.50	0.13	0.25	0.06
Summary & notes	0.25	0.50	0.13	0.25	0.06
Typical Section Sketches	0.25	0.50	0.13	0.50	0.13
Signing Layout	1.00	0.50	0.50	0.75	0.75
Special Drawings	1.00	0.50	0.50	1.00	1.00
SIGNING					
Sign Layout					
Sign X-Section					
Sign Panel Details					
Soils Data Sheets (provided by ALDOT)					
SIGNALIZATION					
Signal Layout (1 per site)					
Traffic Analysis					
Traffic Counts (1 per site)					
Signal Warrant Analysis (1 per site)					
Soils Data Sheets (provided by ALDOT)					
Special Details					
UTILITY SHEETS					
Utility Locations	2.00			0.15	0.30
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	3.00	0.75	2.25	1.00	3.00
Hydraulic Data Sheet	1.00	1.00	1.00	1.00	1.00

1/8/2014

Neel-Schaffer, Inc.

12:28 PM

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
SOIL SHEETS					
Soil Boring Logs	1.00			0.10	0.10
Soil Profile					
LIGHTING					
Plan Layout					
Special Details					
EROSION CONTROL					
Erosion Control Plans	2.00	0.75	1.50	1.00	2.00
CBMPP			2.00		
ROADWAY CROSS SECTIONS					
Main Roadway	10.00	0.25	2.50	0.25	2.50
Crossroads					
Earthwork Balancing					
REVIEW COMMENTS					
30% Review			2.00		1.00
Plan-in-Hand Inspection			2.00		1.00
PS&E Inspection			2.00		1.00
Stormwater Permits					
			0.50		1.00
Cost Estimates					
Design Hearing			2.00		2.00
SUB-TOTAL					
	35.25		31.56		33.94
10% Supervision			3.16		
TOTALS					
	35.25		31.56		33.94

1/8/2014

Neel-Schaffer, Inc.

12:28 PM

Project No. CMAQ-7030()			
County Jefferson			
Description Massey Road from US-31 to Columbiana Road			
Scope of Work Corridor Study, Survey, Geotech, Contract Plans			
Project Length 0.77 Miles			
Consultant Neel-Schaffer, Inc.			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	3.16	\$ 404.60	\$ 1,278.54
Engineer	31.56	\$ 344.80	\$ 10,881.89
Engineering Technician/CADD	33.94	\$ 191.20	\$ 6,489.33
Clerical	0.00	\$ 176.00	\$ -
	Total Direct Labor		\$ 18,649.76
Combined Overhead (%)	147.07		\$ 27,428.20
Out-of-Pocket Expenses**			\$ 1,233.20
	Sub-Total		\$ 47,311.16
Operating Margin (10%)			\$ 4,731.12
	Sub-Total		\$ 52,042.28
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 52,042.28
Facilities Capital Cost of Money (% of Direct Labor)	0.21		\$ 39.16
	TOTAL FEE		\$ 52,081.44

**See Grand Total Fee sheet

1/8/2014

Neel-Schaffer, Inc.

12:28 PM

Project No. CMAQ-7030()
County Jefferson
Description Massey Road from US-31 to Columbiana Road
Scope of Work Corridor Study, Survey, Geotech, Contract Plans
Project Length 0.77 Miles
Consultant Neel-Schaffer, Inc.

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
City Hall/Project Site	6	20	\$0.560	\$ 67.20
3rd Division	6	50	\$0.560	\$ 168.00
			\$0.560	\$ -
			\$0.560	\$ -
Total Mileage Cost				\$ 235.20

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)			\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)			\$20.00	\$ -
Travel allowance (12 hour trips)			\$30.00	\$ -
Travel allowance (overnight)***			\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 235.20

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Half Size Prints	169	30	5070	\$ 0.15	\$ 760.50
Mylars	1	38	38	\$ 6.25	\$ 237.50
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total Printing/Reproduction Cost					\$ 998.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses \$ 1,233.20

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



January 8, 2014

Neel-Schaffer, Inc.
15 Southlake Lane, Suite 200
Hoover, Alabama 35244

Attention: Mr. Bob Portera, P.E.

Reference: **Proposal for Environmental Consulting Services**
Massey Road Improvements
Vestavia Hills, Jefferson County, Alabama
S&ME Proposal Number: 44-1400008

Dear Mr. Portera:

S&ME, Inc. is pleased to submit this proposal for providing Environmental Consulting Services for your project. Since 1973, S&ME has provided geotechnical engineering, environmental consulting, and construction observation and materials testing services on thousands of projects throughout the Southeast. We are currently recognized by Engineering News Record magazine as a Top 200 Environmental Firm and a Top 100 Design Firm.

PROJECT INFORMATION

Project information was provided by Mr. Bob Portera, P.E. with Neel-Schaffer, Inc. We were also provided with a copy of a feasibility study report prepared by CDG Engineers and dated October 20, 2009. We understand the project consists of improvements to Massey Road including; curb and gutter, shoulders, a sidewalk on one side of the alignment, drainage improvements, and a bituminous leveling/overlay. In addition, replacement of an existing wooden retaining wall is also anticipated. The project is approx. 0.77 miles in length extending from Columbiana Road to US-31.

SCOPE OF SERVICES

Jurisdictional Waters Assessment

The following proposed tasks are designed to provide a delineation of potential jurisdictional waters within the above referenced project area and to prepare a delineation verification package for submittal to the United States Army Corps of Engineers (USACE).

Jurisdictional Waters Delineation

Jurisdictional waters of the U.S., including streams and wetlands, are defined by 33 CFR Part 328.3 and are protected by Section 404 of the Clean Water Act (33 USC 1344), which is administered and enforced by the USACE. The Alabama Department of Environmental Management (ADEM) currently does not require consultation with the agency in regards to jurisdiction of waters of the state.

The services rendered under this task will consist of a review of available information sources such as: U.S. Geologic Survey 7.5-minute quadrangle topographic map for the project site, U.S. Fish and Wildlife Service (USFWS) NWI map, and the U.S. Department of Agriculture Natural Resources Conservation Service (USDA-NRCS) soil survey map.

Potential jurisdictional waters of the U.S., including wetlands, will be located in the field using the Routine On-Site Determination Method, as defined in the Corps of Engineers Wetlands Delineation Manual and the applicable Regional Supplement¹. This technique is a multi-parameter approach, requiring positive evidence of three criteria: *hydrophytic vegetation, hydric soils, and wetland hydrology*.

Areas exhibiting the above three wetland characteristics, as well as surface waters, will be considered potentially jurisdictional. The boundaries of identified wetlands will be flagged in the field using surveyors flagging for subsequent location by a licensed land surveyor of your choice. The approximate centerline of identified streams will be flagged as well. We will record the locations of the boundary flags with a handheld, non-mapping grade GPS unit. We will provide a report of findings and will indicate the approximate location of the identified areas on an aerial site map. The acreage of the wetland and linear footage of the streams will be estimated based on GPS points and is not considered a formal survey. Surveying costs are not included in this proposal but can be provided as an additional scope of service upon request.

Regulatory Concurrence of Delineation

All delineations and jurisdictional opinions are preliminary until verified by the USACE and should be used for planning purposes only until verification is complete. Only the USACE has regulatory authority to determine jurisdiction and to verify wetland boundaries. In the case of discrepancies, the USACE's determination of wetland boundaries takes precedence. The USACE provides concurrence on the identified and delineated water bodies and wetlands and whether they are subject to the CWA or the Rivers and Harbors Act (RHA) jurisdiction. The USACE and/or the Environmental Protection Agency will make the final decision as to the significant nexus determination of jurisdictional waters of the U.S. on the subject property.

¹Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. U.S. Army Corps of Engineers, Washington, D.C. 100 pp. plus appendices. U.S. Army Corps of Engineers. 2012. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0) April 2010*, ed. J. S. Wakeley, R. W. Lichvar, C. V. Noble, and J. F. Berkowitz. ERDC/EL TR-10-9. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

Under this scope of service, S&ME will prepare and submit the necessary written documentation to request concurrence of the delineated boundaries and provide a jurisdictional determination from the USACE. The verification may require S&ME to conduct a second site visit for the purpose of meeting the USACE representative for confirmation of the identified features. **Please be aware that it usually takes at least 30 to 45 days from the date a request is submitted for the jurisdictional determination to be complete.** Such determinations are valid for five years from the date of issuance.

Once the findings have been verified, the boundaries of wetlands and jurisdictional streams should be surveyed by the surveyor of your choice. A certified survey of the property depicting the location of jurisdictional waters of the U.S. must be submitted to the USACE in order to receive a letter of final determination. This letter of determination is required prior to the commencement of disturbance activities. Surveying costs are not included in this proposal.

If impacts to jurisdictional features are anticipated, permits may be required by the USACE. If permits are warranted, S&ME is available to provide the services necessary to prepare a permit application package. The costs for preparation of the permit application package are not included in this proposal. S&ME cannot guarantee permits will be issued for all disturbance activities impacting jurisdictional features.

If construction activities are initiated prior to obtaining the written verification from the USACE, S&ME is not responsible if the construction results in a violation and associated fines or penalties levied by the USACE.

Excluded Services

Without attempting to be a complete list of items excluded from this proposal, the following are specifically excluded from this scope of services:

- civil surveying;
- permitting and supporting data collection;
- additional regulatory interactions that may be required;
- Section 7 compliance issues; and
- Compliance with the National Historic Preservation Act (NHPA) or the National Environmental Policy Act (NEPA)

S&ME is available to provide these services when appropriate. An Opinion of Probable Cost for performing these services can be provided upon request.

Threatened and Endangered Species Review

Based the information provided in your January 8, 2014 email, we understand that a threatened and endangered species review will not be required for this project.

Cultural and Historic Resources Review

This task will consist of a background literature and records search of the subject property. This research will consist of a review of records maintained by the Alabama Historical Commission,

the National Park Service's database of properties listed in the National Register of Historic Places, and relevant client-provided information. Our findings will be summarized in a brief report describing the results of the background research and our opinion of the probability of previously undocumented cultural resources within the subject site. Pictures of the subject site and onsite structures or remnants of structures will be taken and submitted with the report. Field observations will be made concurrently with the jurisdictional waters determination. Upon approval by the client, S&ME will forward to the State Historic Preservation Office (SHPO) for review and comments. **Please be aware that it usually takes 30 days to receive a response from SHPO.**

Excluded Services

This scope of work does not include an archaeological survey or subsurface archaeological exploration of any kind. If previously recorded resources are located, S&ME will provide a recommendation on whether further archeological studies should be performed, or required prior to development. If it is S&ME's opinion that additional effort, beyond the proposed document review, is necessary we will submit a proposal for those services under separate cover.

After review of the cultural resources report, the SHPO may determine that a Phase I archaeological assessment is required. We can provide an estimate to conduct a Phase I archaeological assessment should the SHPO require one.

Hazardous Waste Site Inventory

A records review will be performed for each intersection to obtain and review publicly available records to assist in identifying potential petroleum or hazardous material sites in connection with the property. These records will include published databases provided by State and Federal agencies, as included in an EDR environmental database report. A site and surrounding area reconnaissance will be conducted to document site features and characteristics for the purpose of identifying recognized environmental conditions on the property, or on adjacent properties which may impact the study site. Appropriate hazardous materials forms will be forwarded to the ALDOT if potential sites are located within the immediate project areas. Drilling and/or environmental sampling is considered beyond the scope of this project.

Air Quality Impact Study

Based on the information provided, S&ME understands that an Air Quality Impact Study will not be required for this project. If air quality modeling is required, we can provide a fee estimate for those services.

Noise Impact Study

Based on the information provided, S&ME understands that a Noise Impact Study will not be required for this project. If noise is required, we can provide a fee estimate for those services.

BUDGET

Based on the supplied project information and our experience with similar projects, S&ME proposes the following lump sum budgets:

Wetland/Stream Determination and Delineation	\$1,950
Preliminary Cultural Resources Survey	\$550
Hazardous Waste Site Inventory.....	\$625
TOTAL	\$3,125.00

AUTHORIZATION

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return both copies to our office in the self-addressed stamped envelope. Upon receipt of the signed agreement, we will execute both copies, return one to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply-email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

CLOSING

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.



January 9, 2014

Neel-Schaffer, Inc.
15 Southlake Lane, Suite 200
Hoover, Alabama 35244

Attention: Mr. Bob Portera, PE

Subject: Work Plan, Budget, and Man-Day Estimate
Massey Road
Vestavia Hills, Jefferson County, Alabama
S&ME Proposal Number: 12-1400010

Dear Mr. Portera:

In accordance with your request, we are pleased to provide you with a summary of our work plan, proposed budget, and man-day estimate for the referenced project. Our proposed work plan was developed based on ALDOT BMTP-390, 391, and 398 procedures. Field observations, GIS mapping, and review of existing documentation were used in developing the work plan.

PROJECT DESCRIPTION

Project information was provided by Mr. Bob Portera, P.E. with Neel-Schaffer, Inc. We were also provided with a copy of a feasibility study report prepared by CDG Engineers dated October 20, 2009. We understand the project consists of improvements to Massey Road including; curb and gutter, shoulders, a sidewalk on one side of the alignment, drainage improvements, and a bituminous leveling/overlay. In addition, replacement of an existing wooden retaining wall is also anticipated.

Traffic control and/or road closure will be required for the safety of our drill crew and engineers during the field exploration. We also anticipate some clearing will be required in order to access proposed boring locations near the existing retaining wall.

GEOTECHNICAL SERVICES

Scope of Services – Soil Survey and Foundation Report

Our work will be performed in general accordance with the Alabama Department of Transportation Bureau of Materials and Tests Procedure 390, 392, and 398. Our work will include the following:

Laboratory Testing.....	\$ 1,530.00
Report Generation.....	\$ 7,413.00
TOTAL ESTIMATED FEE.....	
	<u>\$16,900.00</u>

*Does not include traffic control. If the road cannot be closed during the field exploration, or if traffic control will not be provided by the City of Vestavia Hills, S&ME will subcontract traffic control services at cost plus 5 percent (estimated to be \$1,500 per day).

Excluded Services

Without attempting to be a complete list of all services or potential services that will be excluded from this proposal, the following services are specifically excluded from this proposal:

- Performance of Falling Weight Deflectometer Testing (FWD). Asphalt coring information obtained from the condition survey will be submitted to the Pavement Management Division of the Bureau of Materials and Tests to be applied to the FWD testing/analysis performed by ALDOT.
- Surveying the boring and asphalt core locations. We request that the client perform the surveying at each boring and core location and provide S&ME the stationing, offset and elevations at each boring, and the stationing and offset at each core location. In addition, we request that the client provide us a drawing with begin and end stations for the new retaining wall, and section profiles at each retaining wall boring location.
- Attendance of project team meetings.

If any of the above excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

Schedule and Authorization

Based on our current schedule, we expect to begin the fieldwork within 10 working days of receipt of a written notice to proceed. The fieldwork will take three working days. We will have an engineer on site during the drilling operations to expedite fieldwork and provide efficient communication. Subsequently, we will keep you informed during all phases of the work. Weather may extend the fieldwork schedule, if rainy weather occurs prior to or after commencement of the fieldwork. We anticipate draft reports will be available for review about 30 working days after drilling operations are complete. Final reports will be completed 10 working days after the drafts have been reviewed by ALDOT and the City of Vestavia Hills and we have received comments from the review.

LIMITATIONS

Clearing and marking existing underground utilities is the Client’s responsibility. As a precaution, we will contact Alabama One-Call. The utility location services will only mark public utility lines; therefore, we will need assistance in locating private lines or underground structures. We request the Client provide us with any drawings illustrating on-site utility locations. Our firm cannot be

held responsible for damage to utility lines or subsequent loss of service if utility locations are not made known to us or are mis-located by others.

The Client will obtain right-of-entry from property owners along the project, as needed, for our drilling equipment and personnel. Also, moving the drilling equipment along the project and drilling the borings will leave some areas disturbed. We will attempt to limit site disturbance during drilling and remediate the area before leaving the site in order to limit erosion. Our services will include backfilling each boring with auger cuttings, and asphalt cold patching pavement cores, unless otherwise directed. Over time, some settlement of the backfilled material should be expected. Please inform us if your requirements are different.

We should be informed of any possible contamination on the site prior to drilling to prevent spreading of the contamination. If contaminated soil or groundwater is encountered during drilling operations, it is possible that the contamination may be spread to other soil zones or aquifers that were not previously contaminated. Because it is impossible to eliminate the risk of encountering existing contamination during drilling and because the geotechnical exploration is an essential aspect of the services we are providing, our firm is not responsible for claims which may arise as a result of contamination allegedly caused by the geotechnical exploration.

CLOSING

We appreciate the opportunity to work with you on this very important project. If you have any questions or need additional information, please call us.

Respectfully Submitted,

S&ME, Inc.



Charles R. Olige, PE
Senior Engineer



Jeffrey C. Pepper, PE
Senior Geotechnical Engineer

Attachments: Budget
Man-Day Estimate
AS-071 Agreement for Services Form

EXHIBIT "B" - Neel-Schaffer, Inc. Letter Agreement dated January 28, 2014

Proposed Budget
 Massey Road Improvements
 Vestavia Hills, Jefferson County, Alabama

ITEM	Quantity	Unit	UNIT RATE	TOTAL
Project Planning & Coordination				
Staff Professional 4 (per hr)	8	Hour	\$ 105.00	\$ 840.00
Mileage (per mi)	220	Mile	\$ 0.55	\$ 121.00
Project Planning Subtotal				\$ 961.00
Surveying / Boring Stake Out				
Surveying	0	Lump Sum	\$ 4,158.00	\$ -
Mileage (per mi)	0	Mile	\$ 0.55	\$ -
Per Diem (per man day)	0	Day	\$ 75.00	\$ -
Surveying Subtotal				\$ -
Drilling Program				
Mobilization / Demob.	1	Each	\$ 500.00	\$ 500.00
Soil Testing (SPT) (per ft)	100	Ft.	\$ 12.45	\$ 1,245.00
Rock Core (NQ) (per ft)	20	Ft.	\$ 35.30	\$ 706.00
Sample Jars (each)	15	Each	\$ 2.00	\$ 30.00
Thin wall tubes (each)	2	Each	\$ 53.00	\$ 106.00
Water Truck (per day)	1	Day	\$ 145.00	\$ 145.00
Piezometers (per ft)	30	Ft.	\$ 15.00	\$ 450.00
Temporary Casing w/ Casing Advancer (per ft)	0	Ft.	\$ 6.00	\$ -
Rock Core Boxes	1	Each	\$ 12.00	\$ 12.00
Mileage (per mi)		Mile	\$ 0.55	\$ -
Per Diem for 2-man drill crew (per man day)	2	Day	\$ 150.00	\$ 300.00
Backfilling borings w/bentonite		Ft.	\$ 6.00	\$ -
Traffic Control (per day)		Day	\$ 1,500.00	\$ -
Supplies to PatchCore Holes	3	Bags	\$ 20	\$ 60.00
Difficult moving/set casing/etc.	2	Hour	\$ 150.00	\$ 300.00
Drilling Program Subtotal				\$ 3,854.00
Field Engineering				
Staff Professional 2 (per hr)	24	Hour	\$ 58.00	\$ 1,392.00
Staff Professional 4 (per hr)	8	Hour	\$ 105.00	\$ 840.00
Staff Technician 4 (per hour)	8	Hour	\$ 45.00	\$ 360.00
Mileage (per mi)	1000	Mile	\$ 0.55	\$ 550.00
Field Engineering Subtotal				\$ 3,142.00

Proposed Budget
 Massey Road Improvements
 Vestavia Hills, Jefferson County, Alabama

ITEM	Quantity	Unit	UNIT RATE	TOTAL
Laboratory Testing				
Soil Classification with hydrometer	3	Each	\$ 150.00	\$ 450.00
Natural Moisture (each)	10	Each	\$ 8.00	\$ 80.00
pH (each)		Each	\$ 12.00	\$ -
Sulfates (each)		Each	\$ 95.00	\$ -
Chlorides (each)		Each	\$ 95.00	\$ -
Resistivity (each)		Each	\$ 65.00	\$ -
Triaxial Test UU (each)		Each	\$ 400.00	\$ -
Triaxial Test CU (each)	1	Each	\$ 600.00	\$ 600.00
Unconfined Compression - Soil	0	Each	\$ 80.00	\$ -
Unconfined Compression - Rock	0	Each	\$ 75.00	\$ -
Consolidation (each)	1	Each	\$ 400.00	\$ 400.00
Organic Content (each)		Each	\$ 50.00	\$ -
Laboratory Testing Subtotal				\$ 1,530.00
Report Generation				
Staff Professional 2 (per hr)	40	Hour	\$ 58.00	\$ 2,320.00
Staff Professional 4 (per hr)	20	Hour	\$ 105.00	\$ 2,100.00
Staff Professional 5 (per hr)	10	Hour	\$ 135.00	\$ 1,350.00
Draftsman (per hr)	24	Hour	\$ 53.00	\$ 1,272.00
Computer Processor (per hr)	8	Hour	\$ 40.00	\$ 320.00
Photographs (each)	6	Hour	\$ 2.00	\$ 12.00
Reproduction of Report (per page)	100	Each	\$ 0.25	\$ 25.00
Mylar Drill Logs (per page)	2	Each	\$ 7.00	\$ 14.00
Report Generation Subtotal				\$ 7,413.00
Total Budget Estimate				\$ 16,900.00

**MAN DAY ESTIMATE FOR
SOIL SURVEY AND FOUNDATION REPORT
MASSEY ROAD
VESTAVIA HILLS, JEFFERSON COUNTY, ALABAMA**

TASK	MAN DAYS					
	STAFF PROFESSIONAL 2	STAFF PROFESSIONAL 4	STAFF PROFESSIONAL 5	STAFF TECHNICIAN 4	DRAFTSMAN	COMPUTER PROCESSOR
Project Coordination		1				
Drilling, Logging, and Hand Augers	3	1		1		
Analysis, and Materials Report Preparation	5	2.5	1.25		3	1
TOTALS	8	4.5	1.25	1	3	1



January 8, 2014

Neel Schaffer
15 Southlake Lane, Suite 200
Hoover, AL 35244

Attn: Mr. Bob Portera

**Re: Proposal for Surveying Services
Massey Road
Vestavia Hills, Alabama**

Dear Bob,

Engineering Design Group LLC is pleased to submit this proposal for surveying services on the above referenced roadway project. The proposal is based on your RFP received by email November 26, 2012 and our subsequent negotiations of time estimates to complete the associated tasks with ALDOT. We have evaluated the time allocation recommended by ALDOT in their response to our letter dated November 13, 2013 and we are in agreement with their recommendations and we are accepting the times recommended in their response. The attached fee proposal reflects these changes.

Thank you for the opportunity to present our proposal and we look forward to working with you on this project.

1.0 Scope of Services

1.1 LOCATION SURVEY

Engineering Design Group will perform a Location Survey of the project area. The survey will be performed to ALDOT Standards in the field and office. The survey will include the following information:

- Notification of Property Owners
- Obtain relevant deeds and record maps
- Basic Control Survey
- Topographic survey sufficient to illustrate existing conditions and create cross sections
- DTM of survey area
- Identify existing utilities
- Provide list of affected utility company names, address, phone number and contact person
- Adjacent property
- Drainage structures and flow directions

- Extend topography to Shades Creek where required
- Provide approximately 25 tract sketches and legal descriptions

1.2 ADDITIONAL SERVICES

Any services that arise and are required but are not included in this scope of services will be performed on an hourly basis according to the fee schedule included on page 3 of this proposal. We will discuss with you any additional services before performing them and will not do so without your approval.

2.0 Compensation and Payment for Services:

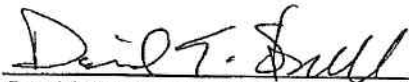
Engineering Design Group LLC's fee for the scope of services outlined in Part 1.0 is as follows:

1.1 TOPOGRAPHIC SURVEY	\$36,254 Lump Sum
1.2 ADDITIONAL SERVICES	Hourly if Requested
Reimbursables	Included in Fee Summary

Engineering Design Group LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group LLC.

Sincerely,

Engineering Design Group LLC



David T. Stovall P.E., Alabama License #23414

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____

Date: _____

1/8/2014

Engineering Design Group, LLC

10:06 AM

Project No. _____
 County Jefferson
 Description Sidewalk Project Massey Road from Columbiana Road to Highway 31
 Scope of Work _____
 Project Length 0.80 Miles

Consultant Engineering Design Group, LLC

FIELD SURVEY		PLS	Crew	Tech/CADD	Clerical
Based on a 4 Man Crew					
Task A: Mobilization and Basic Control Survey					
A-1 Mobilize/Demobilize		1.00	1.00		
A-2 Contact Property Owners		0.25		1.00	
A-3 Perform Basic Control Survey	GPS Level loops				
a. Basic Control Traverse		0.50	1.50	0.50	
b. GPS			1.00	0.50	
c. Spur traverse loops/ set semi permanent control x,y&z					
d. Bench marks every 1000'		0.50	1.00	1.00	
e. Submit adjusted control field map and reports					
A-4 Obtain Copies of Latest Deeds /Tie All Available Section Corners & Sufficient Property Corners. Fence lines		1.00	2.00	1.50	
a.-plats, tax maps, ROW maps					
b -provide field map with all property info (deeds, ownership, monumentation					
c individual property located in it's entirety to a min 1/4 1/4					
Task A Totals		3.25	6.50	4.50	
Task B: Project Alignment and Profile and Data Gathering					
B-1 Set & Reference Pls, PCs, POTs, POCs, & other critical points					
a. Stake and profile cl on 50' centers and breaks					
b.Set & Reference Pls, PCs, POTs, POCs, & other critical points					
B-2 Obtain Topographic Data					
a.septic tanks, drainage structures, flumes, underground tanks		1.00	4.00	1.50	
b.ROW manual-for parcel for ROW acquisition					
B-3 Topography of Defined Areas					
a.					

1/8/2014

Engineering Design Group, LLC

10:06 AM

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
B-4 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms				
a. -36" pipe, ditches. Traverse stream or ditch 250'				
b. rivers and large creeks 1000' w/ 500' full topo				
c. +36" pipe 500'				
d. direction of flow				
Possible Boat and Depth Finder				
B-5 Define Drainage Areas/Prepare Schematic Drainage Map				
a. high water elevation, drainage areas, flood profile				
B-6 Obtain Cross-Sections at 50' Intervals and Ground Break Points	2.00	5.00	3.00	
sufficient to extract cross sections, plot construction limits and determine earthwork quantities				
Task B Totals	3.00	9.00	4.50	
Task C: Utility Surveys				
C-1 Identify/Locate Utilities	1.00	2.00	2.00	
a. utility co. names, addresses, phone# and contact				
Task C Totals	1.00	2.00	2.00	
Task D: Compilation of Data and Deliverables				
D-1 Electronic & Paper Files				
a. preliminary submittal				
b. ground profile maps				
c. field maps	0.50		1.00	
d. utility maps	0.50		1.00	
e. contour map (2' contours)	0.50		1.00	
f. Inroads Binary DTM file	1.00		2.00	
g. copies of deeds, tax maps, subdivision plats				
D-2 Onsite Inspection with ALDOT, PLS, Party chief, tech				
D-3 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map				
a. Final Submittal				
b. Field notes-Level books-labeled, scanned, indexed				
c. ASCII files				

1/8/2014

Engineering Design Group, LLC

10:06 AM

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
Task D Totals	2.50		5.00	
TOTALS	9.75	17.50	16.00	

1/8/2014

Engineering Design Group, LLC

10:06 AM

Project No. CMAQ-7030()			
County Jefferson			
Description Sidewalk Project Massey Road			
Scope of Work 0			
Project Length 0.80 Miles			
Consultant Engineering Design Group, LLC			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.98	\$ 346.16	\$ 339.24
PLS	9.75	\$ 237.22	\$ 2,312.90
Survey Crew (see man-day sheet)	17.50	\$ 456.00	\$ 7,980.00
Engineering Technician/CADD	16.00	\$ 184.00	\$ 2,944.00
Clerical	0.00	\$ -	\$ -
	Total Direct Labor		\$ 13,576.14
Combined Overhead (%)	137.00		\$ 18,599.31
Out-of-Pocket Expenses**			\$ 696.67
	Sub-Total		\$ 32,872.12
Operating Margin (10%)			\$ 3,287.21
	Sub-Total		\$ 36,159.33
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 36,159.33
Facilities Capital Cost of Money (% of Direct Labor)	0.70		\$ 95.03
	TOTAL FEE		\$ 36,254.36

1/8/2014

Engineering Design Group

10:06 AM

Project No. CMAQ-7030()
County Jefferson
Description Sidewalk Project Massey Road
Scope of Work
Project Length 0.80 Miles
Consultant Engineering Design Group, LLC
Out-of-pocket Expenses (Field Survey)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
crew			\$0.510	\$ -
pls			\$0.510	\$ -
tech			\$0.510	\$ -
			\$0.510	\$ -
Total Mileage Cost				\$ -

Subsistence Cost				
	Days	# People	\$/Day	Total
Travel allowance			\$11.25	\$ -
Travel allowance			\$20.00	\$ -
Travel allowance			\$30.00	\$ -
Travel allowance (overnight)***			\$75.00	\$ -
manager and tech overnight				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
RTK service	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ 75.00

Other (provide description on next line)	Total
Deeds, Record Maps, Sewer Maps	\$ 621.67
	\$ -

Total Out-of-pocket Expenses	\$ 696.67
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Comments:

RESOLUTION NUMBER 4554

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH INGENUITY FOR
REGISTRATION AND LICENSING APPLICATION**

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Ingenuity for Registration and Licensing Application for the City of Vestavia Hills; and
2. A copy of said agreement is marked Exhibit A, attached and incorporated into this Resolution Number 4554 as though written fully therein; and
3. This Resolution Number 4554 is effective immediately upon adoption and approval.

ADOPTED and APPROVED the 24th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Ingenuity

Statement of Work – 03 Registration and License Application

This Statement of Work (“SOW”) dated February 10, 2014 references and is incorporated within the Master Agreement (“Agreement”) between The City of Vestavia Hills (“Vestavia Hills”) and Ingenuity, Inc. (“Ingenuity”) dated February 7, 2005.

Services: Ingenuity will provide, implement and maintain its Registration and Licensing Application (the “Application”) for Vestavia Hills. The Application will include functionality for processing registration renewals for automobiles. The Application will also include integrated functionality that will provide an option for customers to renew their automobile registrations via the Internet. Ingenuity and Vestavia Hills have agreed to work together toward the common goal of Vestavia Hills beginning to use the Application in production starting April 1, 2014.

Vestavia Hills shall not provide (and shall not allow any of its employees, contractors or agents to provide) the Application, any related object or source code, or any related documentation to any other person or entity. Ingenuity shall retain all intellectual property rights and interests in the Application on a worldwide basis, including (1) all ideas, designs, concepts, techniques, inventions, discoveries, and improvements, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) all works of authorship regardless of copyright ability but including copyrights and any moral rights recognized by law; and (3) all other similar rights.

These Services are further described in Attachment 1 - Scope Document.

Application Cost: Vestavia Hills will pay Ingenuity 50% of the fees and commissions retained by Vestavia Hills as a result of the end of month remittance processing in accordance with HB498. There will be no additional charge to Vestavia Hills for help desk contacts made by Vestavia Hills’ employees. These help desk contacts will include phone calls, instant message chats and emails that Vestavia Hills makes/sends to Ingenuity.

In the event Vestavia Hills elects to offer customers the ability to renew their motor vehicles online, in addition to Ingenuity’s share of the fees, commissions and mail fees mentioned above, Vestavia will remit to Ingenuity any convenience fees assessed by the Application as part of the online renewal process.

Term Start Date: 2/10/2014 - the Application will be implemented as soon as possible after the appropriate testing and training are completed and the Application is approved by Vestavia Hills.

Term End Date: 2/10/2019

Termination for Convenience: Either party may terminate this agreement by providing advanced notice 180 days prior to the anniversary date in any given year of this agreement.

Payment Schedule: Vestavia Hills will pay Ingenuity their share of the fees and commissions within 30 days of receipt of the applicable invoice from Ingenuity. Vestavia Hills will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Vestavia Hills
Representative: Butch Zaragoza

City of Vestavia Hills

Signature: _____

By: Butch Zaragoza

Title: Mayor

Ingenuity, Inc.

Signature: _____

By: Rick A. Hayes

Title: President

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Ingenuity

Statement of Work – 03 Attachment 1 - Scope Document

Registration and License Application

For The

City of Vestavia Hills

February 10, 2014

1 Overview

This document describes the scope related to Ingenuity's implementation and provision of its Registration and License Application (the "Application") for the City of Vestavia Hills ("Vestavia Hills"), as well as Ingenuity's ongoing maintenance and support related to the Application. It also presents Ingenuity's approach, requirements and assumptions.

Ingenuity will provide a Registration and License Application for Vestavia Hills with:

- Features to allow for the renewal of motor vehicle registrations
- Integrated Online Insurance Verification System (OIVS), ALVIS and ALVerify functionality
- Functionality to capture renewal-related payment information and provide relevant reports and data exports
- Features to print forms used by Vestavia Hills, including the option for facilitating an outsourced renewal notice process and providing email renewal notices to customers who have email addresses on file
- Administrative functionality such as reporting, transaction management and data maintenance
- A detailed month-end reconciliation procedure including creation of all mandated reports and corresponding remittance checks

The Application will take advantage of web-based technologies.

2 Approach

Ingenuity will work with Vestavia Hills in a collaborative manner to achieve the objectives of the Registration and License Application Initiative based on the requirements presented in the Functional Requirements Section below.

The Ingenuity approach for customizing and implementing the Application will include the following phases:

- Requirements and Planning
- Implementation
- Testing/Training
- Production

2.1 Requirements Phase

During the Requirements Phase, Ingenuity will conduct the following activities:

- Conduct kickoff

- Develop schedule
- Validate all requirements including:
 - Reports
 - Data access
 - Technical infrastructure (hosted solution, etc.)
 - Security
 - Testing

Key deliverables of the Requirements Phase are:

- Implementation schedule
- Infrastructure plan that defines the infrastructure (e.g., hardware, network, host and third-party integration points) that is recommended for the production environment
- Specifications that describe the process and design for accessing current registration data for Vestavia Hills residents to be used in the Application environment

2.2 Implementation Phase

During the Implementation Phase, Ingenuity will:

- Assist Vestavia Hills with preparation of the production environment
- Test external system interfaces
- Review test plan, describing the overall testing approach and the test data to be used
- Implement the Application in test mode in the production environment

2.3 Testing/Training Phase

Following completion of the implementation activities, Ingenuity will conduct formal system testing of the software. The testing will consist of the following:

- **Functional Testing:** Functional validation testing, which includes validation of the user interface (UI) forms, will be conducted for all components of the Application.
- **Performance Testing:** Performance testing will be conducted to demonstrate that the Application meets or exceeds reasonable performance metrics for these types of applications.
- **Data Load Testing:** Testing will be conducted to ensure that any of Vestavia Hills's data that is brought into the Application is successfully loaded.
- **User Acceptance Testing (UAT)** - The primary objective of UAT is for Vestavia Hills to validate that the application is working as described in the Functional Requirements. Vestavia Hills's approval of UAT will indicate its acceptance of the Application.

Concurrent with these testing activities, Ingenuity will conduct training for personnel who will perform the renewal activities. In addition, Ingenuity will train applicable Vestavia personnel on the reconciliation and reporting aspects of the application, such as End of Day deposit preparation and End of Month report and remittance processes.

Ingenuity and Vestavia Hills have agreed to work together toward the common goal of Vestavia Hills beginning to use the Application in production starting April 1, 2014.

2.4 Production Phase

Upon completion of the Testing Phase, the initiative will move to the Production Phase. Throughout this phase, Ingenuity will provide ongoing Application maintenance and support for Vestavia Hills. The support services will include support via phone calls, chat sessions and emails, as well as periodic Application updates required by the State of Alabama. Ingenuity will have a support person onsite at Vestavia Hills' motor vehicle office during the day of implementation and will provide additional support during the rest of the implementation week as appropriate.

3 Functional Requirements

The Application will have two primary components:

1. A set of features to be used by Vestavia Hills employees that will:
 - Allow for the renewal of automobile registrations (possibly excluding renewals for customers whose records are suspended due to MLI violations)
 - Supply error reporting and search capabilities
 - Allow creation of all reports relating to the deposit and distribution of monies collected
2. A subset of these features will provide an option that will allow customers to renew automobile registrations online

3.1 Basic Features

The following features will be provided for Vestavia Hills:

3.1.1 Search options

To facilitate the renewal activities, the application will support searching by:

- Tag Number
- Decal Number
- Name
- VIN

- Driver's License Number
- Address

3.1.2 Payment Options

- Cash, check, and credit card transactions will be accepted

3.2 Online Renewals Option

Vestavia Hills will have an option for offering online customer renewals with the following features:

- Input of Automobile Renewal Information
- Verification of Transaction Summary
- Input of Payment Information via a third-party provider utilizing SSL (Secure Sockets Layer)
- Ability to View and Print Payment Receipt in PDF format
- Application Support for Vestavia personnel responsible for Back-Office Processing of Online Renewals

The following assumptions apply to the online renewal features:

- Vehicle renewals will be authorized using either a special code provided to customers through a link included with the renewal reminder emails and on renewal postcards mailed to customers or by using the customer's driver's license number in lieu of the special code
- Any necessary certifications will be determined during the Requirements Phase and may include certifications for insurance or other conditions
- Credit card payments will be accepted for online renewals
- All online renewal transactions will be settled directly to a Vestavia Hills merchant account

3.3 Reporting and Other Features

3.3.1 Reports

The following will be provided for Vestavia Hills:

- Reports mandated by the Alabama Department of Revenue (ADOR) in support of registration fees and Ad Valorem taxes collected and remitted, and related supporting details as required by ADOR/Examiners Office
- The ability to create additional (non-ADOR-mandated) 'local' reports that facilitate internal reconciliation processes and administrative requirements
- Distribution reports that can facilitate deducting the applicable credit card processing fees from the monies that Vestavia Hills remits to other governmental entities so that each governmental entity can be assessed

the percentage of the cost equivalent to its pro rata share of the applicable payments based on ALA. CODE §11-103-1 (1975)

3.3.2 Maintenance and Support Services

Ingenuity will provide the following maintenance functionality and support services on behalf of Vestavia Hills:

- Ingenuity will import VINVAL and similar external source files needed to maintain the Application
- Automatic FTP uploads of daily registration data to the State of Alabama
- Automatic transmission of select end of month reports in lieu of requiring Vestavia Hills to mail those reports (e.g., Comptrollers and DOT reports)

4 Vestavia Hills Responsibilities

- Vestavia Hills will be responsible for the maintenance and support of any hardware (such as desktop computers, printers or scanners) used by Vestavia personnel in processing registration renewals and the related remittance and reporting activities.
- Vestavia Hills will appoint a representative to be responsible for coordinating resources and support for this initiative.
- Vestavia Hills will provide information that can be used to validate a customer's residency. This will be provided by an initial data file from the E911 system and will be maintained by providing Ingenuity with regular updates as the E911 system is updated.

5 Ingenuity Responsibilities

- Ingenuity will provide a hosted solution that allows Vestavia Hills to renew motor vehicles from any designated computer that has an Internet connection.
- Ingenuity will provide a hosted website that will allow residents to perform motor vehicle renewals online.