

**Vestavia Hills
City Council Agenda
February 24, 2014
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Joe Comer, Horizon Church
4. Pledge of Allegiance
5. Announcements, Candidate and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports – Board of Education Announcement
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval of Minutes – February 10, 2014 (Regular Meeting)

Old Business

10. Resolution Number 4553 - A Resolution Authorizing The City Manager To Enter Into An Agreement With Neel-Schaffer For Massey Road Improvement Designs (*public hearing*)
11. 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*)

New Business

12. Resolution Number 4555 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property
13. Resolution Number 4556 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver Agreements With PRA Government Services, LLC D/B/A RDS For Revenue Enhancement Services

First Reading (No Action Taken At This Meeting)

14. Ordinance Number 2482 – An Ordinance Granting A Conditional Use Approval For A Feline Veterinary Hospital (*public hearing*)

15. Citizens Comments
16. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

FEBRUARY 10, 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
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Christopher Brady, City Engineer

Invocation was given by Ron Higey, Birmingham International Church.

ANNOUNCEMENTS, GUEST RECOGNITION

- David Wheeler, 2532 Crossgate Place, introduced himself and declared that he is a candidate for State House District 47.
- Steve Ammons announced that he is a candidate for Jefferson County Tax Collector in the upcoming election.

CITY MANAGER REPORT

- Mr. Downes stated that the City received word from FEMA regarding the requested “buyout” of flood ridden properties in the Meadowlawn area. He stated that he was disappointed to report that the request was rejected even though it was the only request from Alabama and was supported by the Alabama officials.

- Winter storm preparations have begun for the expected upcoming 3-day event. Mr. Downes announced that City administrative offices will delay opening until 10 AM tomorrow.

COUNCILOR REPORTS

- None.

PROCLAMATION

The Mayor presented a proclamation designating February 16-27, 2014 as “Arbor Week.” Mr. Downes read the proclamation. The Mayor stated that the City has been a Tree City for well over 25 years.

APPROVAL OF MINUTES

The minutes of the 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) were presented for approval.

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

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

OLD BUSINESS

RESOLUTION NUMBER 4547

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*)

MOTION Motion to approve Resolution Number 4547 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this is a request for a refund due to an overpayment of business license fees by Pet Supermarket. The request has been vetted by the Finance Director who has recommended the refund.

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 4548

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*)

MOTION Motion to approve Resolution Number 4548 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this is an agreement with GMC to do an analysis of the Wald Park properties in coordination with a park master plan. He introduced Tommy Dazzio and Tommy Coggin, Park Board members, who were in the audience and indicated they would assist in this analysis.

Mr. Boone stated that he has reviewed this agreement and the following agreement and both meet the requirements of Alabama law.

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 4549

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)

MOTION Motion to approve Resolution Number 4549 was by Mr. Pierce and second was by Mr. Henley.

Mr. Downes stated that this is an agreement also with GMC for designs of the northern intersection of I-65 and Montgomery Highway in order to make that area more appealing. He stated that the funding would come from some excess warrant funds from the construction of the Library.

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 4551

Resolution Number 4551 - A Resolution Appointing Election Officers For The Special Municipal Election To Be Held March 11, 2014

MOTION Motion to approve Resolution Number 4551 was by Mr. Henley and second was by Mr. Sharp.

Mr. Downes stated that this Resolution appoints poll workers for the upcoming election.

Ms. Leavings gave a brief update on the status of the upcoming special election. She indicated that voter information cards would go out this week and that absentee voting has already begun.

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 4552

Resolution Number 4552 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

MOTION Motion to approve Resolution Number 4552 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Downes stated that this Resolution declares an old plotter and some police cameras as surplus and directs the sale of said items.

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 24, 2014 at 5 PM.

- Resolution Number 4553 - A Resolution Authorizing The City Manager To Enter Into An Agreement With Neel Schaffer For Massey Road Improvement Designs (*public hearing*)
- 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*)

CITIZENS COMMENTS

The Mayor stated that the Council has begun to get emails concerning permission to have chickens in residential areas. He asked Ms. Leavings to explain how these animals relate to zoning within the City.

Ms. Leavings explained that the City has an agricultural zoning that allows chickens by right. She stated that by the absence of these animals in other districts, they are expressly prohibited. She indicated that any property owner has the right to come in and request a conditional use approval for said chickens; however, the property owner needs to show that he does not have private restrictive covenants that prohibit that use. If covenants exist, the Council cannot override those covenants.

Mr. Boone concurred stating that the covenants are private restrictions that a property owner buys into whenever he purchases said property.

Parrish Taylor, 204 Clairmont Avenue, stated that he is an attorney who represents the owners of the property adjacent to the City Hall. He stated that they understand the City wishes to sell this property for a restaurant use and they have concerns on that proposal. He stated that they request that the City consult with them before proceeding with this request.

Taylor Clemmer, 2344 Altaloma Drive, stated that she was the owner of three urban hens until she was approached by the City in response to a complaint made by a neighbor. She explained that she enjoyed having the birds and indicated that they were not a nuisance nor were they noisy and she wanted to get them back. She asked the Council to consider allowing these birds in residential neighborhoods.

Chris Freeman, 512 Eastwood Place, thanked the Council for being proactive regarding the keeping of urban hens. He stated that he understands that if properties have covenants in place that prohibit these animals, the Council cannot do anything about them.

EXECUTIVE SESSION

The Mayor stated that the Council needed to enter into Executive Session for an estimated 90 minutes to discuss the sale/purchase of real estate. The Mayor opened the floor for a motion:

MOTION Motion to move into Executive Session for an estimated 90 minutes to discuss pending the sale/purchase was by Mr. Henley and second was by Mr. Pierce. Roll call vote as follows:

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

The Council exited the Chamber and entered into Executive Session at 5:45 PM. At 7:10 PM, the Council re-entered the Chamber and the Mayor called the meeting back to order.

MOTION Motion to adjourn was by Mr. Ammons and second was by Mr. Pierce. Meeting adjourned at 7:11 PM.

Alberto C. Zaragoza, Jr.
Mayor

Attested by:

Rebecca Leavings
City Clerk

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 24th 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.

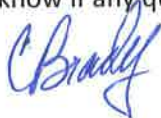
Neel Schaffer has submitted the attached proposal for these services. ALDOT has reviewed and provided approval letter dated January 21, 2014.

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
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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

The City of Vestavia Hills and its employees are to be named as additional insureds on the general comprehensive liability insurance policy maintained by NSI.

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.~~ *State of Alabama.*
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.

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 (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:

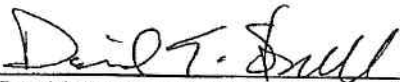
Engineering Design Group LLC's fee for the scope of services outlined in Part 1.0 is as follows:

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
-------------------------------------	------------------

Comments:

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

To: Becky
Learney,
For your file.
JB/2-19-14

February 18, 2014

By Hand Delivery

City Manager Jeff Downes
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Resolution Number 4553 Authorizing the Execution and Delivery of an Agreement By
and Between the City of Vestavia Hills and Neel Schaffer, Inc.

Dear Mr. Downes:

At the February 10, 2014 meeting of the City Council,, Resolution Number 4553 authorizing the execution and delivery of an Agreement by and between the City of Vestavia Hills, Alabama ("City") and Neel-Schaffer, Inc. ("NSI") was introduced for first reading. It is my understanding that the City Council will consider approval of Resolution Number 4553 at its regularly scheduled meeting on February 24, 2014. You have requested that I review the Agreement and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

FACTS

In December 2012, the City Council enacted Resolution Number 4375 authorizing the execution and delivery of an Agreement with ALDOT for funding for the preliminary engineering for Project CMAQ-PE12 ("project"). The project will be for the installation of sidewalks and other roadway improvements along Massey Road from US Highway 31 to Columbiana Road, which is a distance estimated to be approximately 0.77 miles.

NSI has submitted a Proposal for Design Services for the project for and in consideration of \$137,788.00. ALDOT has reviewed and approved the Proposal by letter, dated January 21, 2014.

It is my understanding that this an 80%-20% matching funded project. According to figures submitted by City Engineer Christopher Brady, the City will be reimbursed in the amount of \$110,230.40, which represents eighty percent (80%) of the estimated cost of the design work. The City will pay the remaining portion estimated to be approximately \$27,557.60.

LEGAL ISSUE ONE

A. **PROPOSED AGREEMENT:** The proposed Agreement in Section 37 reads as follows:

“37. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.”

(I have investigated this matter and have learned that Neel-Schaffer, Inc. is a foreign corporation, which was organized and incorporated in the State of Mississippi. NSI is authorized to do business in the State of Alabama.)

B. **LEGAL ISSUE ONE:** Can the City legally agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi?

C. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue One is in the negative.

D. **BASIS FOR LEGAL OPINION:** In 1912, the Court of Civil Appeals of Alabama decided the case of *Hirsch & Spitz Mfg. Co. v. City of Enterprise*, 59 So. 315, 5 Ala.App. 387, and held that the right of a municipal corporation to contract must be construed by the laws of the state irrespective of where a contract is made.

Based upon *Hirsch & Spitz Mfg. Co. v. City of Enterprise*, it is my legal opinion that the City cannot legally agree to submit to the jurisdiction of the courts in the State of Mississippi to resolve any disputes or issues arising out of the Agreement.

E. **MY RECOMMENDATION:** The proposed Agreement should state the Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

LEGAL ISSUE TWO

A. **PROPOSED AGREEMENT:** The proposed Agreement in Section 17 reads as follows:

“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.**”
(emphasis added)

B. **LEGAL ISSUE ONE:** Can the City legally enter into the proposed Agreement without a guarantee that NSI will be properly insured?

C. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Two is in the negative.

D. **BASIS FOR LEGAL OPINION:** Title 11-47-190, *Code of Alabama, 1975*, provides that under certain circumstances a municipality and its employees may be liable for injuries and damages to third parties.

“11-47-190. When municipality liable. No city or town shall be liable for damages for injury done to or wrong suffered by any person or corporation, unless such injury or wrong was done or suffered through the neglect, carelessness or unskillfulness of some agent, officer or employee of the municipality engaged in work therefor and while acting in the line of his or her duty, or unless the said injury or wrong was done or suffered through the neglect or carelessness or failure to remedy some defect in the streets, alleys, public ways or buildings after the same had been called to the attention of the council or other governing body or after the same had existed for such an unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the council or other governing body and whenever the city or town shall be made liable for damages by reason of the unauthorized or wrongful acts of negligence, carelessness or unskillfulness of any person or corporation, then such person or corporation shall be liable to an action on the same account by the party so injured. However, no recovery may be had under any judgment or combination of judgments, whether direct or by way of indemnity under Section 11-47-24 or otherwise, arising out of a single occurrence, against a municipality, and/or any officer or officers, or employee or employees, or agents thereof, in excess of a total \$100,000 per injured person up to a maximum of \$300,000 per single occurrence, the limits set out in the provisions of Section 11-93-2 notwithstanding.”

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.”

If NSI is not properly insured, then in such event a person who sustains injuries or damages could attempt collection of the entire amount from the City.

E. MY RECOMMENDATION: I recommend that:

(1) The last sentence of Section 17 be deleted in its entirety.

(2) The City of Vestavia Hills and its employees be named as additional insureds on the general comprehensive liability insurance policy maintained by NSI.

LEGAL ISSUE THREE

A. PROPOSED AGREEMENT: The proposed Agreement reads in Section 14 in pertinent part as follows:

“14. ...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.”

B. LEGAL ISSUE THREE: Can the City legally agree to pay damages on a comparative negligent basis?

C. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue Three is in the negative. The law of the State of Mississippi permits payment of damages on a comparative negligence basis. That is not the law of the State of Alabama.

D. **BASIS FOR LEGAL OPINION:** I base my legal upon Title 11-47-191(b), *Code of Alabama, 1975*, which 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.”

E. **MY RECOMMENDATION:** I recommend that the language set forth in paragraph A above (14) be deleted in its entirety.

LEGAL ISSUE FOUR

A. **PROPOSED AGREEMENT:** The proposed Agreement reads in Section 14 in pertinent part thereof as follows:

“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....”

B. **LEGAL ISSUE FOUR:** Can the City agree to these indemnity provisions?

C. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Four is in the affirmative.

D. **BASIS FOR LEGAL OPINION:** It has always been my legal opinion that the City cannot spend public funds to defend and hold harmless third parties arising from the wrongful conduct of those third parties. The basis for that legal opinion is set forth more specifically in Section D of Legal Issue Five below.

It is my legal opinion that the City can indemnify and hold harmless third parties for the negligent acts of the employees of the City. I base my legal opinion upon Title 11-47-190, *Code of Alabama, 1975*, and the fact that the City has general comprehensive liability insurance coverage to cover any payment for any damages within the limits of the policy.

E. **MY RECOMMENDATION:** This language should remain in the proposed Agreement due to the fact that NSI indemnifies and agrees to hold the City harmless from the wrongful acts by the servants, agents, employees and other representatives of NSI.

LEGAL ISSUE FIVE

A. **PROPOSED AGREEMENT:** The proposed Agreement reads in pertinent parts as follows:

“14. ...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.”

“20. ...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.”

B. **LEGAL ISSUE FIVE:** Can the City legally agree to these indemnification and hold harmless provisions?

C. **LEGAL OPINION:** It is my legal opinion that the answer to Legal Issue Five is in the negative.

D. **BASIS FOR LEGAL OPINION:** Municipalities cannot spend public funds to indemnify third parties. I base my legal opinion 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 the Consultant 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.

It is my opinion that if the City agreed to indemnify NSI, then in such event such indemnity agreement could waive the statutory maximum limits of liability set forth in Title 11-93-2, *Code of Alabama, 1975*.

(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.

E. **MY RECOMMENDATION:** I recommend that the language set forth in section A above (14 and 20) be deleted in its entirety.

LEGAL ISSUE SIX

A. **PROPOSED AGREEMENT:** The proposed Agreement reads in Section 21 in pertinent part as follows:

“21. ...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.”

B. LEGAL ISSUE SIX: Can the City legally limit its liability?

C. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue Six is in the negative.

D. BASIS FOR LEGAL OPINION: 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.”

Based upon Title 11-47-191(b), *Code of Alabama, 1975*, it is my legal opinion that if the City agreed to Section 21 of the proposed Agreement that it would prejudice the rights of the City general comprehensive liability insurance carrier and jeopardize coverage under the policy.

E. MY RECOMMENDATION: I recommend that the language set forth in section A (21) be stricken from the Agreement.

Please call me if you have any questions regarding any of the matters set forth 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)

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 March 1, 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 Hills will remit to Ingenuity any convenience fees assessed by the Application as part of the online renewal process.

Term Start Date: 3/1/2014 - 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: 2/28/2017

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
Representatives: Alberto C. Zaragoza, Jr. and Jeff Downes

City of Vestavia Hills

Signature: _____

By: Alberto C. Zaragoza, Jr.

Title: Mayor

Signature: _____

By: Jeff Downes

Title: City Manager

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.

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

To Becky
Leavins
For your file
JH/2-19-14

February 17, 2014

By Hand Delivery

City Manager Jeff Downes
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Resolution Number 4554
Agreement By and Between City of Vestavia Hills, Alabama and Ingenuity, Inc. for
Registration and Licensing Applications

Dear Mr. Downes:

On February 10, 2014, Resolution Number 4554 authorizing the execution and delivery of an Agreement with Ingenuity, Inc. for Registration and License Application for renewal of motor vehicles was introduced for first reading. It is my understanding that the City Council will consider the approval of Resolution Number 4554 at its regularly scheduled meeting on Monday, February 24, 2014. You have requested that I review the Agreement and provide you with my written legal opinion prior to that City Council meeting. The purpose of this letter is to respond to your request.

I. FACTS

A. FIRST AGREEMENT WITH INGENUITY, INC.: On April 21, 2003, the Vestavia Hills City Council enacted Resolution Number 3271 authorizing the Mayor to enter into an Agreement with Ingenuity, Inc. entitled "Statement of Work—01 Telecommunications Optimization. That agreement, along with a Master Agreement, was executed on April 30, 2003.

B. SECOND AGREEMENT WITH INGENUITY, INC.: On April 21, 2003, the Vestavia Hills City Council enacted Resolution Number 3271 authorizing the Mayor to enter into an Agreement with Ingenuity, Inc. entitled "Statement of Work—02 Power Optimization Project. That agreement, along with a Master Agreement, was executed on April 30, 2003.

C. PROPOSED THIRD AGREEMENT WITH INGENUITY, INC.: The Legislature for the State of Alabama has enacted a law authorizing municipalities situated in Jefferson County to process the renewal of motor vehicle license plates in the City. The City Council has found and determined that it would be in the best public interest for the City of Vestavia Hills to offer that service to the citizens residing in the City.

Ingenuity, Inc. has offered to provide, implement and maintain its Registration and License Application for the City of Vestavia Hills pursuant to Statement of Work—03 Registration and License Agreement and the Master Agreement referred to above.

II. LEGAL ISSUE ONE

A. LEGAL QUESTION ONE: Is the Agreement with Ingenuity, Inc. subject to the Alabama Competitive Bid Law?

B. ANSWER TO LEGAL QUESTION ONE: It is my legal opinion that the Agreement with Ingenuity, Inc. is not subject to the Alabama Competitive Bid Law.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the Alabama Competitive Bid Law, which states in pertinent parts as follows:

(1) The Alabama Competitive Bid Law applicable to municipalities set forth at Title 41-16-50 (a), *Code of Alabama, 1975*, provides in pertinent parts as follows:

“(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, by or on behalf of any...governing bodies of the municipalities of the state...shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.”

(2) Title 41-16-51 *Code of Alabama, 1975*, provides as follows:

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

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulations, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(3) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.

(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.”

III. LEGAL ISSUE TWO

A. LEGAL QUESTION TWO: May the City legally enter into the Agreement for a period of up to five (5) years?

B. ANSWER TO LEGAL QUESTION TWO: In my opinion, the answer to the Legal Question Two is in the negative.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon Alabama Competitive Bid Law applicable to municipalities, which provides in Title 41-16-57(f), *Code of Alabama, 1975*:

“(f) Contracts for the purchase of personal property or contractual services shall be let for periods not greater than three years. Contracts for the leasing of motor vehicles by local governing bodies shall be let for periods not greater than five years. Lease-purchase contracts for capital improvements and repairs to real property shall be let for periods not greater than 10 years and all other lease-purchase contracts shall be let for periods not greater than 10 years.”

IV. MY RECOMMENDATION

I recommend that the Agreement be amended so as to provide that the term thereof shall be for a period of three (3) years beginning on April 10, 2014 and ending on April 9, 2017.

February 17, 2014

Page 4

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: Mayor Alberto C. Zaragoza, Jr. (by hand)

RESOLUTION NUMBER 4555

**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 4555 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 24th day of February, 2014.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Brian Davis
Sent: Wednesday, February 12, 2014 10:20 AM
To: Rebecca Leavings
Cc: Bobby McDaniel
Subject: Surplus

Becky, can we add the following to the surplus list to be declared:

Aerator
Cushman textron ga 60
Sn# 99006979
Model# 898558a

Sweep star v62
Sn# 78007
Model# 78-200

Drag
Bel-air turf products llc
Sn# 08880-01099
Model# 55420

Dump bed for a Cushman turf-truckster model# 898657

Thanks.

"Quality is never an accident. It is always the result of intelligent effort."

John Ruskin

Brian C. Davis, Director
Public Service Department
513 Montgomery Highway
Vestavia Hills, AL 35216
205.978.0150 office
205.276.9095 cell

**Vestavia Hills Police
Department**

Memo

To: Rebecca leavings

From: Lt. Gilham

Date: 2/19/14

Re: Surplus Vehicles

Please place the listed vehicles on the council agenda to be declared surplus.

2008 Crown Victoria (717)
VIN # 2FAFP71V78X141076
Tag # 49280MU
City Property # 10745

2000 Crown Vic: (405)
VIN# 2FAFP71W9YX144831
Tag# 1B07P46
Mileage 110,511
City Property# 13004

2008 Crown Victoria (SR08)
VIN: 2FAHP71V88X141631
MILEAGE : 108794 (Bad engine)

2006 Crown Victoria (SRO9)
VIN#2FAFP71W77X104584
Mileage 131,524

2008 Crown Victoria (604)
137,640
2FAFP71V58X141075

2000 Crown Victoria (902)
VIN# 2FAFP71W0YX205578
Mileage 187833
Tag# 35020MU

RESOLUTION NUMBER 4556

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AND DELIVER AGREEMENTS WITH PRA
GOVERNMENT SERVICES, LLC D/B/A RDS FOR REVENUE
ENHANCEMENT SERVICES**

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

1. The Mayor and City Council are hereby authorized to execute and deliver agreements with PRA Government Services, LLC d/b/a/ RDS for revenue enhancement services; and
2. A copy of each agreement labeled as “Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F” is attached to and incorporated into this Resolution Number 4556 as though written fully therein; and
3. This Resolution Number 4556 is effective immediately upon adoption and approval.

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


Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca H. Leavings
City Clerk

MEMORANDUM

TO: Alberto Zaragoza, Mayor
Jeffrey Downes, City Manager

FROM: Melvin Turner, III 
Finance Director

RE: Agreement Renewals
PRA GOVERNMENT SERVICES

DATE: February 14, 2014

The City of Vestavia Hills' current three (3) year agreements with PRA GOVERNMENT SERVICES are scheduled to terminate February 28, 2014. The agreements represent Sales Tax Administration, Business License Administration, Business License Discovery/Recovery, Rental Tax, Lodging Tax and Alcohol Tax Administration.

PRA GOVERNMENT SERVICES is proposing a renewal of the agreements for an additional three (3) years, effective March 1, 2014 through February 28, 2017 **of which I recommend.**

I have attached a schedule comparing the proposed agreements with the current agreements reflecting any amendments to the current agreements. Additionally, I have included PRA GOVERNMENT SERVICES's compensation for the previous three (3) years, 2011, 2012 and 2013, for your perusal.

If you have any questions and/or concerns, please apprise.

RDS/ALATAX
 "AGREEMENTS FOR SERVICES"
 PERIOD: 2014-2017

1) Tax Revenue Enhancement Agreement	Proposed	Current	
"SALES TAX Administration"			
Services - remittance processing, revenue analysis and compliance - <u>fee is per account per transaction or 1.85% of gross revenues collected, whichever is lower</u>	1.85%	1.90%	
	or	or	
	\$2.76	\$2.68	
Audit - preparation, research or statistical analysis, in-house audit/collections efforts, examination of books and records of taxpayer, assessment of amount due, and services related to closing audit - <u>hourly rate</u>	\$70.00	\$70.00	
2) Tax Revenue Enhancement Agreement			
"BUSINESS LICENSE Administration"			
Services - remittance processing, taxpayer notification, deposit and posting processing - <u>per business license notice mailed</u>	\$8.95	\$8.35	
Audit - preparation, research or statistical analysis, in-house audit/collections efforts, examination of books and records of taxpayer, assessment of amount due, and services related to closing audit - <u>hourly rate</u>	\$70.00	\$70.00	
3) Tax Revenue Enhancement Agreement			
"Business License Discovery/Recovery"			
Services - analysis of two or more municipal lists, list includes business license data, sales tax data, property tax lists and telephone directories, annually. RDS generates letter requiring payment, proof of payment, or documented response for all properties/entities presumed unlicensed. RDS mail additional letters and contact property/entity via phone call before proceeding with additional collection procedures.			
<u>RDS receives 50% of revenues collected</u>	50%	50%	
Copies of business license applications mailed or faxed to the City per copy	\$1.75	\$1.75	

RDS/ALATAX
 "AGREEMENTS FOR SERVICES"
 PERIOD: 2014-2017

4) Tax Revenue Enhancement Agreement	Proposed	Current	
"Rental Taxes"			
Services - remittance processing, revenue analysis and compliance - <u>1.85% of gross revenues collected</u>	1.85%	included with sale tax agreement	
5) Tax Revenue Enhancement Agreement			
"Lodging Taxes"			
Services - remittance processing, revenue analysis and compliance - <u>1.85% of gross revenues collected</u>	1.85%	included with sale tax agreement	
6) Tax Revenue Enhancement Agreement			
"Alcohol Taxes"			
Services - remittance processing, revenue analysis and compliance - <u>1.85% of gross revenues collected</u>	1.85%	included with sale tax agreement	
=====			
RDS/AlaTax's Compensation:			
	Fiscal 2011	Fiscal 2012	Fiscal 2013
RDS/AlaTax Compensation	\$251,214.76	\$257,748.91	\$265,918.07
Percentage of Total Receipts	1.93%	1.80%	1.77%
City Receipts:			
Sales Tax	\$9,331,507.85	\$10,465,802.24	\$10,882,962.27
Business License	\$1,763,891.56	\$1,944,686.36	\$2,465,970.73
Utility Franchise	\$1,590,283.96	\$1,558,056.25	\$1,265,937.78
Rental Tax	\$135,086.61	\$150,645.32	\$171,453.62
Lodging Tax	\$129,845.52	\$131,400.80	\$153,740.61
Alcohol Tax	\$33,890.87	\$56,047.44	\$48,607.18
Total Receipts	\$12,984,506.37	\$14,306,638.41	\$14,988,672.19

Tax Revenue Enhancement Agreement

This agreement made as of the _____ day of _____ 2014, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for lodging taxes as designated by CITY.
2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, RDS will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS will receive an amount equal to 1.85% of gross revenues collected for providing Remittance Processing Services and Revenue Analysis Services.
6. Audit Services:
 - i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. RDS Fee: RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
 1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 3. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. **Company Audit:** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. **Term of the Agreement:** This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. **Indemnity:** To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

- 15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
- 16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.
- 17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
- 18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 19. By signing this contract, the contacting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2014 with collection of _____ taxes to be remitted on or before _____20, 2014.

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

**PRA GOVERNMENT SERVICES, LLC
D/B/A RDS**

City of Vestavia Hills

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/28/14 (SC)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

January 28, 2014

Becky Leavings
 City of Vestavia Hills
 P. O. Box 1069
 Vestavia Hills, AL 36786

Dear Ms. Leavings:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	xxxx3227	100%	Lodging

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Lodging	General	3%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
 2317 Third Avenue North, Suite 200
 Birmingham, Alabama 35203
 ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
 Connie Taylor
 Client Relations Manager
 RDS
 205-423-4144 direct dial
 205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:
Title:

RDS COO and SVP, Operations

Tax Revenue Enhancement Agreement

This agreement made as of the _____ day of _____ 2014, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Remittance Processing Services

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5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
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 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
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 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

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2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

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2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** RDS will receive an amount equal to 1.85% of gross revenues collected for providing Remittance Processing Services and Revenue Analysis Services.
6. **Audit Services:**
 - i. **RDS Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **RDS Reciprocal Agreement:** To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **RDS Fee:** RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
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 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. **Audit Time:** Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. **Company Audit:** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. **Term of the Agreement:** This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. **Indemnity:** To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

- 15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
- 16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.
- 17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
- 18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 19. By signing this contract, the contacting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2014 with collection of _____ taxes to be remitted on or before _____20, 2014.

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

**PRA GOVERNMENT SERVICES, LLC
D/B/A RDS**

City of Vestavia Hills

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/28/14 (SC)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

January 28, 2014

Becky Leavings
 City of Vestavia Hills
 P. O. Box 1069
 Vestavia Hills, AL 36786

Dear Ms. Leavings:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	xxxx3227	100%	Rental; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Rental	General	3%
Rental	Auto	1%
Rental	Linen	3%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
 2317 Third Avenue North, Suite 200
 Birmingham, Alabama 35203
 ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
 Connie Taylor
 Client Relations Manager
 RDS
 205-423-4144 direct dial
 205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:
Title:

RDS COO and SVP, Operations

Tax Revenue Enhancement Agreement

This agreement made as of the _____ day of _____ 2014, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for alcohol taxes as designated by CITY.
2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, RDS will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** RDS will receive an amount equal to 1.85% of gross revenues collected for providing Remittance Processing Services and Revenue Analysis Services.
6. **Audit Services:**
 - i. **RDS Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **RDS Reciprocal Agreement:** To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **RDS Fee:** RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
 1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 2. **Billing Increment:** Time will be recorded in 15-minute intervals (.25 hours);
 3. **Shared Audit Fees:** When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. **Travel Time:** travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. **Audit Time:** Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. **Company Audit:** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. **Term of the Agreement:** This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. **Indemnity:** To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

- 15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
- 16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.
- 17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
- 18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 19. By signing this contract, the contacting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2014 with collection of _____ taxes to be remitted on or before _____20, 2014.

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

**PRA GOVERNMENT SERVICES, LLC
D/B/A RDS**

City of Vestavia Hills

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/28/14 (SC)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

January 28, 2014

Becky Leavings
 City of Vestavia Hills
 P. O. Box 1069
 Vestavia Hills, AL 36786

Dear Ms. Leavings:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	xxxx3227	100%	Alcohol

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Alcohol	General	3%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
 2317 Third Avenue North, Suite 200
 Birmingham, Alabama 35203
 ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
 Connie Taylor
 Client Relations Manager
 RDS
 205-423-4144 direct dial
 205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:
Title:

RDS COO and SVP, Operations

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made as of the _____ day of _____ 2014, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Vestavia Hills, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. Taxes Processed: RDS will perform remittance processing for sales and use taxes as designated by CITY.
2. Taxpayer Notification and Remittance: RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY:
 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.

B. Compliance Services

1. Taxes Reviewed: RDS will perform compliance services for sales, use and other taxes designated by CITY under Remittance Processing Services. RDS will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CITY, RDS will make reasonable efforts to collect taxes designated by CITY hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third party collection. If CITY elects to have its attorney pursue collection of certain uncollected accounts, RDS will assist CITY attorney as reasonably requested at its normal hourly rate as reflected herein.

2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, RDS representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. Information Provided: CITY represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions. RDS will provide informational brochures for placement in CITY offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.revds.com.
4. Review and Appeal Process: RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services: RDS will receive an amount equal to Two Dollars and Seventy Six Cents (\$2.76) per account per transaction OR 1.85% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.
6. Audit Services:
 - i. RDS Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. RDS Reciprocal Agreement: To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. RDS Fee: RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
 1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 3. Shared Audit Fees: When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. **Company Audit:** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
8. **Term of the Agreement:** This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
9. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
10. **Indemnity:** To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
11. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
12. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
13. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
14. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

- 15. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
- 16. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.
- 17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
- 18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 19. By signing this contract, the contacting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2014 with collection of _____ taxes to be remitted on or before _____20, 2014.

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

**PRA GOVERNMENT SERVICES, LLC
D/B/A RDS**

City of Vestavia Hills

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/28/14 (SC)

EXHIBIT A
DISTRIBUTION and RATE CONFIRMATION

January 28, 2014

Becky Leavings
City of Vestavia Hills
P. O. Box 1069
Vestavia Hills, AL 36786

Dear Ms. Leavings:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	xxxx3227	100%	Sales/Use; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Sales/Use	General	3%
Sales/Use	Mfg Machine	1%
Sales/Use	Farm	3%
Sales/Use	Auto	1%
Sales/Use	Amusement	3%
Sales/Use	Vending	3%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:
Title:

RDS COO and SVP, Operations

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

1/28/14

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Vestavia Hills.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Vestavia Hills has contracted with RDS to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore RDS is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, RDS will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of RDS at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____
Becky Leavings
City Clerk
City of Vestavia Hills

Tax Revenue Enhancement Agreement Business License Administration

This Agreement made as of the ____ day of _____, 2014 by and between PRA Government Services, LLC d/b/a RDS and City of Vestavia Hills, Alabama, an Alabama CITY ("CITY").

A. Remittance Processing Services

1. **Services Performed:** RDS will perform remittance processing for the collection of Business Licenses.
2. **Taxpayer Notification and Remittance:** RDS will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to CITY of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the P.O. Box for CITY of Vestavia Hills payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY, as shown in more detail on **Exhibit A**.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change are captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining tax due plus any required penalties.
5. **Changes to **Exhibit A**:** CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. **Notification, Reporting to CITY:** RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to RDS.

B. General Provisions

1. **Taxpayer service:** RDS will provide a taxpayer assistance number for taxpayer questions.
2. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the Alabama *Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
3. **Consideration for Remittance Processing Services, Revenue Analysis Services, and Compliance Services:**
 - i. RDS will receive an amount equal to Eight Dollars and Ninety Five Cents (\$8.95) per business license notice mailed.

4. **Audit Services:**
 - i. **RDS Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **RDS Fee:** RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services, without any contingent fees whatsoever. If overnight travel outside the State of Alabama is required, RDS will pay the auditor, and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 1. **Billing Increment:** Time will be recorded in 15-minute intervals (.25 hours);
 2. **Shared Audit Fees:** When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. **Travel Time:** travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. **Audit Time:** time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - ii. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.
5. **Company Audit:** Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
6. **Term of the Agreement:** This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
7. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
8. **Indemnity:** To the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities, relating to the determination of fees, penalties, taxes and other amounts due from taxpayers,

the collection thereof, the Deposit Process pursuant to Section A(3), above and any refunding related thereto.

9. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
10. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. **Subcontractors:** RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. **Intellectual Property Rights:** The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall

vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

- 15. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
- 16. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 17. **Effective Date:** The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2014.

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

PRA GOVERNMENT SERVICES, LLC d/b/a RDS

City of Vestavia Hills

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

EXHIBIT A
DISTRIBUTION CONFIRMATION

January 28, 2014

Becky Leavings
City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Ms. Leavings:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	xxxx3227	100%	Business License

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:
Title:

RDS COO and SVP, Operations

Tax Revenue Enhancement Agreement Business License Discovery/Recovery

This agreement made as of the ____ day of _____, 2014 by and between PRA Government Services, LLC d/b/a RDS and City of Vestavia Hills, Alabama, an Alabama CITY ("CITY").

A. Business License Discovery/Recovery Services

1. Discovery/Recovery Services include:
 - i. Analysis of two or more municipal lists. These lists could include: current business license data, sales tax data, property tax lists and telephone directories at least once a year.
 - ii. Properties/entities that are not in one or all of the databases are presumed unlicensed.
 - iii. RDS will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unlicensed. If no response, RDS may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to City of Vestavia Hills, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, RDS may change the P.O. Box for City of Vestavia Hills payments. CITY will be responsible for renewals. RDS will provide a list to CITY.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY: RDS will provide CITY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to RDS.

B. General Provisions

1. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions.
2. RDS, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.
3. Consideration for Discovery/Recovery Services:
 - i. RDS Fee for Discovery/Recovery Services: RDS will receive fifty percent (50%) of business license revenue collected by RDS.
 - ii. RDS fee for copies of business license applications: RDS will receive an amount equal to \$1.75 per business license application mailed or faxed to the CITY. RDS will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and license year.
4. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
5. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
6. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
7. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A(3), above, and any refunding related thereto.

8. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
9. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
10. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
11. **Force Majeure:** RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
12. **Subcontractors:** RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
13. **Intellectual Property Rights:** The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

15. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2014.

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

PRA GOVERNMENT SERVICES, LLC d/b/a RDS

CITY OF VESTAVIA HILLS

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/28/14 (SC)

EXHIBIT A
CITY DISTRIBUTION

January 28, 2014

Becky Leavings
City of Vestavia Hills
513 Montgomery Hwy
Vestavia Hills, AL 35216

Dear Ms. Leavings:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Vestavia Hills	062000019	xxxx3227	100%	Business License Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By:

Name:
Title:

RDS COO and SVP, Operations

ORDINANCE NUMBER 2482

**AN ORDINANCE GRANTING A CONDITIONAL USE
APPROVAL FOR A FELINE VETERINARY HOSPITAL**

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

WHEREAS, on January 7, 2014 Dr. Jackie A. Holmes, DVM submitted an application for operation of a Veterinary Hospital limited felines on the property located at 4221 Dolly Ridge Road currently zoned Vestavia Hills B-3; and

WHEREAS, Table 6 of the Vestavia Hills Zoning Code limits Veterinary Hospitals of any kind within a B-3 zoning district to be operated only with a Conditional Use Approval; and

WHEREAS, Dr. Holmes has indicated that her Veterinary Hospital is limited to felines only with no outdoor facilities or runs for any animal; and

WHEREAS, the Vestavia Hills Planning and Zoning Commission at its regular meeting of February 13, 2014 voted unanimously to recommend approval of Dr. Holmes' request for a Veterinary Hospital limited to care of only felines be approved as requested; and

WHEREAS, a copy of said application dated August 7, 2013 is attached and hereby incorporated into this Ordinance Number 2482.

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

1. Conditional Use Approval is hereby approved for Dr. Jackie A. Holmes, DVM for a Veterinary Hospital limited to feline care only as described in the above-referenced application for the property located at 4221 Dolly Ridge Road outlined as follows:
 - (1) “Veterinary Hospital shall be limited to the care of felines only; no Veterinary care shall be rendered to any other type of animal except in cases of extreme emergency;
 - (2) No outdoor facilities shall be constructed or maintained for animals including, but not limited to outdoor runs, play areas, etc;
 - (3) All animal waste shall be disposed of in accordance with the City’s Zoning Code;
 - (4) The activity carried on as Veterinary Hospital and shall be limited to the hours between 7:00 AM and 10:00 PM;
2. A City of Vestavia Hills Business License shall be issued upon application and payment by Dr. Holmes subject to the rules and regulations outlined in the Vestavia Hills Business License code and shall be renewed each year that the use is operated from the location at 4221 Dolly Ridge Road, Vestavia Hills, Alabama.
3. At any time should Dr. Holmes vacate the premises located at 4221 Dolly Ridge Road, Vestavia Hills, Alabama, discontinue and/or relocate her Veterinary Hospital, this conditional use approval shall continue in full force and effect with said restrictions to a new owner should the business be

purchased or shall be nullified and said Ordinance Number 2482 shall be repealed should the business close.

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

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

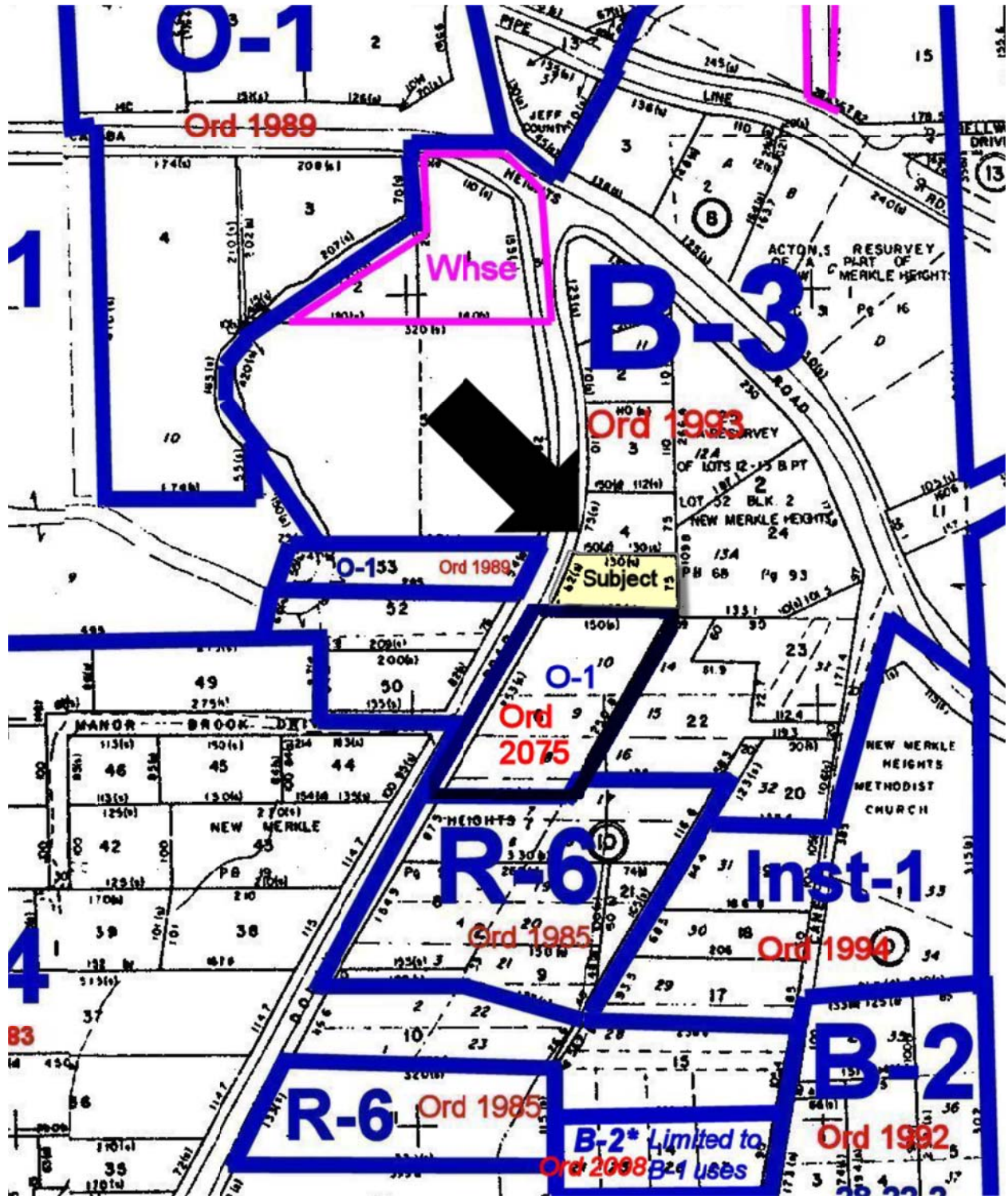
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2482 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 10th day of March, 2014 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2014.

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

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

II. APPLICANT INFORMATION: (owner of property)

NAME: Cotton Properties of Alabama (Trey Goldstein)

ADDRESS: 4221 Dolly Ridge Road
Birmingham, AL 35243

MAILING ADDRESS (if different from above) 1527 ROSELAND DR
HOMEWOOD, AL 35209

PHONE NUMBER: Home _____ Office 413-1762

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Jackie Holmes
7360 Kings Mountain Road Vestavia, AL 35242

cell # 205-602-3464

*Representing Agent will be responsible for paying postage

2014
JAN - 16
VESTAVIA HILLS
CITY CLERKS OFFICE

4221 Dolly Ridge Rd.

Conditional Use for Feline Clinic

Cotton Properties of Alabama

B3

III. ACTION REQUESTED

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

Current Zoning of Property: B3

Requested Conditional use For the intended purpose of: Feline Only

Veterinary Hospital

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

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

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

4221 Dolly Ridge

Vestavia, AL 35243

Property size: ~150 feet X ~75 feet. Acres: ~.24 - .25

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

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

[Signature]

Owner Signature/Date

[Signature] 1-7-14

Representing Agent (if any)/date

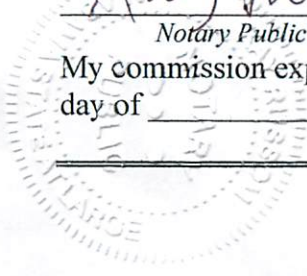
Given under my hand and seal this 7th day of January, 2014.

Kay Russon

Notary Public

My Commission Expires

My commission expires November 18, 2016
day of _____, 20____.



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

Date: **FEBRUARY 13, 2014**

- **CASE:** P-0214-01
- **REQUESTED ACTION:** Conditional Use Approval for a feline only veterinary hospital
- **ADDRESS/LOCATION:** 4221 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Cotton Properties of Alabama
1527 Roseland Dr.
Homewood, AL 35208
413-1962
- **REPRESENTING AGENT:** Dr. Jackie A. Holmes, DVM
- **GENERAL DISCUSSION:** The applicant wishes to build a two-story office building on 4221 Dolly Ridge Rd. The top floor of this commercial/office building would be home to a feline only veterinary hospital. The facility would employ three staff members as well as Dr. Holmes. The facility could potentially serve 21-24 cats. All services would be performed inside and there would be no outside run. The parcel is zoned Vestavia Hills B-3. All veterinary services require a conditional use permit. Currently, Dr. Holmes has her office outside of Liberty Park but is seeking to relocate her practice. The first floor of the building would be rented out for an office/retail use.
- **CAHABA HEIGHTS COMMUNITY PLAN:** This request is consistent with the Community Plan for limited mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: I recommend the Commission recommend approval.

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

MOTION: Motion to recommend approval of Conditional Use Application P-0214-01 for a feline veterinary clinic at 4221 Dolly Ridge Rd. was made by Mr. House. Second was made by Mr. Visintainer. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mr. Visintainer – yes
Motion carried.

Mr. Brooks – yes
Mr. House – yes
Mr. Larson – yes