

**Vestavia Hills  
City Council Agenda  
January 23, 2017  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Wade Griffith, Pastor, Liberty Crossings United Methodist Church
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval of Minutes – January 9, 2017 (Regular Meeting)

**Old Business**

10. Ordinance Number 2692 – Rezoning – 3104 Timberlake Road; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills B-1.2 (Neighborhood Mixed Use District); Andree Joyce Stoves, Owner (*public hearing*)

**New Business**

11. Resolution Number 4915 - A Resolution Changing The City Officials Designated And Authorized To Sign Checks And Drafts For Payments From City Of Vestavia Hills Accounts On Deposit In The Pinnacle Bank
12. Resolution Number 4916 – A Resolution Endorsing The Efforts Of The Alabama Bicentennial Commission By Forming Or Supporting A Community Celebration Committee To Observe And Commemorate The Bicentennial Of The State Of Alabama

**New Business (Unanimous Consent Requested)**

**First Reading (No Action Taken At This Meeting)**

13. Resolution Number 4918 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver Agreements With PRA Government Services, LLC D/B/A RDS For Various Revenue And Business License Collections, Discovery And Recovery
14. Citizen Comments

15. Motion For Adjournment

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**JANUARY 9, 2017**

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

**MEMBERS PRESENT:**

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

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Dan Rary, Police Chief  
Jason Hardin, Police Captain  
Jim St. John, Fire Chief  
Terry Ray, Deputy Fire Chief  
Marvin Green, Deputy Fire Chief  
Melvin Turner, Finance Director  
George Sawaya, Asst. City Treasurer  
Brian Davis, Public Services Director  
Christopher Brady, City Engineer

Invocation was given by Brian Davis, Public Services Director, followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, GUEST RECOGNITION**

- None.

## **CITY MANAGER'S REPORT**

- Introduced Fire Chief St. John.
  - Chief St. John recognized Lt. David Abston who completed the National Fire Academy Managing Officers Program at the National Fire Academy. He explained the rigorous course which culminates with a Capstone project and explained that Lt. Abston's experiences will enhance the services of the Vestavia Hills Fire Department. He then presented Lt. Abston with a Certificate of Completion. Lt. Abston thanked the Council and Fire Chief for the recognition.
- Mr. Downes recognized the Police Department all of whom worked diligently to ensure safety throughout the ice storms. He also commended the two teams from Public Works for all of their time and commitment during the storm. One crew worked nonstop for four days and later followed on Sunday with another two crews. These young men worked extremely hard during this storm and deserve recognition.
- Mr. Downes updated the Council on the following items:
  - Construction activities around the Vestavia Hills Cahaba Heights Elementary have necessitated some temporary parking for the upcoming sports activities at the sports facilities. The Board has contacted the City and will be dedicating a small amount of property to allow the City to put down a temporary gravel parking lot to help alleviate these parking needs in anticipation of the sporting activities.
  - Construction continues at Meadowlawn Park. The contractors are ready to pour concrete in various parts of the park and that work cannot commence until the property is dry and the weather permits concrete work.

## **COUNCILORS' REPORTS**

- Mr. Pierce stated that the Chamber will have a retreat at the Country Club next week.
- Mayor Curry stated that the Declaration of Emergency is still in effect for the City. He said that the BWWB has indicated the emergency may be lifted if this area receives another 2' of rainfall.
- The regular work session scheduled for Monday January 16 has been postponed until Wednesday January 18, 2017 at 6 PM in the Executive Conference Room.

## **APPROVAL OF MINUTES**

The minutes of the December 28, 2016 (Regular Meeting) were presented for approval:

**MOTION** Motion to dispense with the reading of the minutes of December 28, 2016 (regular meeting) and approve them as presented was by Mr. Weaver and second by Mr. Pierce. Roll call vote as follows:

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

## **OLD BUSINESS**

### **RESOLUTION NUMBER 4912**

**Resolution Number 4912 - A Resolution Authorizing The City Manager To Execute And Deliver All Documents Necessary To Construct A Mile Of Single Track Trails In McCallum Park And To Accept A Quote For Said Construction (*public hearing*)**

**MOTION** Motion to approve Resolution Number 4912 was by Mr. Weaver and second was by Mr. Head.

Brian Davis, Public Services Director, stated that the City was approached by members of a mountain bike club to dedicate an area for practicing of their races. This Resolution allows construction of a single-track area, which holds a potential for trails along the side of the mountain. The City obtained an estimate for construction of this track, from TrailVisions, LLC, at a cost of approximately \$20,000.

Discussion ensued about how much it cost to build the three-mile trail in Gardendale; if grant funding was obtained; and whether the trail could be used for bicycling as well as hiking.

Michael Enervold, Trailvisions, LLC, stated the total cost was approximately \$47,000.

Mrs. Cook asked if the Park Board had sought grant funding for the project. Mr. Davis stated that the Vestavia Hills Parks and Recreation Foundation declined to provide funding, but the bike team stated that they might contribute some funding. Mrs. Cook asked if they would continue to seek grant funding to pay for part of the project and, if so, whether any grant funds obtained would defray the cost to the City for the project. Mr. Davis stated that they would seek grant funding and that any awarded funds would decrease the cost to the City.

Mr. Davis stated that, once it is constructed, it would have a map, depicting the area, and signage. Mr. Davis stated it will be a rugged trail; it will not be easy walking for kids.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, stated that this appears to be approved and asked if this was something that was bid out.

Mr. Boone stated that, if it is under \$50,000, there is no requirement to bid.

Mrs. Cook asked if the Park Board sought more than one estimate for the project. Discussion ensued regarding other companies that do this type construction. Mr. Davis stated that there is only one other known contractor that does this type of project and he is in Anniston. They did not reach out to him. TrailVisions was the only estimate they requested.

Mountain Bike Team members who were present included: Tina Chanslor (Coach); Doug Brown, Steve Brown, Eric Tofil, Alan Spooner, Glenn Peters, Jason and Major Waters, Tripp Cherry, Britt Rembert and Amy Irby.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

### **RESOLUTION NUMBER 4913**

#### **Resolution Number 4913 – A Resolution Accepting A Bid For The Willoughby Road Sidewalk Project And Authorizing The City Manager To Fund And Execute All Documents Necessary To Secure Said Construction (public hearing)**

Mr. Downes explained that this Resolution is to accept this bid and approve the funding to fill this existing gap within the City's master sidewalk plan. He explained the results of the bid, how much funding is available for this project and the additional amount of funding required in order to complete the construction as bid.

**MOTION** Motion to approve Resolution Number 4913 was by Mr. Weaver and second was by Mrs. Cook.

Mr. Boone stated that he has worked with the City on the contract and finds no problems with the document.

Discussion ensued to ensure that the project will meet ADA specifications; clarified that the balance in the sidewalk capital fund will not constrain the City from moving on with other sidewalk projects; budgeted funding for design work for future projects, specifically the sidewalk on Green Valley; conflicts with existing utility meters, confirmation from the Board of Education that the School System will continue to utilize that school, etc.

The Mayor opened the floor for a public hearing.

Deloye Burrell, 3273 Farrington Wood Drive, reiterated that these are City-funded sidewalks and not subject to ALDOT regulations.

Donald Harwell, 1357 Willoughby Road, stated that this project has been on the drawing board for years and that these sidewalks should finally be built. He stated these sidewalks are needed.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

## **NEW BUSINESS**

### **RESOLUTION NUMBER 4914**

#### **Resolution Number 4914 - A Resolution Authorizing A Special Economic Development Agreement By The City Of Vestavia Hills Alabama And Armstrong Development Group, LLC**

Mr. Downes explained that this is an incentive agreement for a development, recently rezoned, and the owners are preparing to construct a development with two restaurants. The anchor restaurant is projected to be Martin's BBQ. The Council has been briefed on the site development issues, including the need for retaining walls and extraordinary site preparation costs in excess of \$500,000 that must be completed before construction can commence. The developers have asked the City to share a portion of the future tax receipts to help offset this cost, subject to a 10-year maximum of \$575,000. Attorney Heyward Hosch was present to answer any questions and present the parameters of the offered incentives pursuant to Amendment 772. A validation will follow, should the Council approve the resolution, to ensure that all provisions are met. Mr. Hosch, along with the property owners, was present.

Mr. Hosch gave the parameters, which mirror similar agreements done by the City in the past, and reviewed the details of the sharing of the taxes. The proceeds are only those from these businesses and exclude any amounts that go to the schools or the Capital Reserve fund.

Discussion ensued regarding the variables that the Council can consider in allowing these types of incentives. Mr. Downes stated that the City prefers keeping projects at 5 years but they have found that when site development requirements are more extraordinary, sometimes it is necessary to go longer term.

**MOTION** Motion to approve Resolution Number 4914 was by Mr. Weaver and second was by Mr. Head.

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

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

**NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)**

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regular meeting on January 23, 2017 at 6:00 PM.

- Ordinance Number 2692 – Rezoning – 3104 Timberlake Road; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills B-1.2 (Neighborhood Mixed Use District); Andree Joyce Stoves, Owner (*public hearing*)

**CITIZEN COMMENTS**

None.

At 6:45 PM, Mr. Head made a motion to adjourn; seconded by Mr. Weaver. Meeting adjourned at 6:46 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**ORDINANCE NUMBER 2692**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-1 TO VESTAVIA HILLS B-1.2**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-1 (residential district) to Vestavia Hills B-1.2 (neighborhood mixed use district):

3104 Timberlake Road  
Andree Joyce Stoves, Owner(s)

More particularly described as follows:

A parcel of land situated in the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 27, Township 18 South, Range 2 West in Jefferson County, Alabama, said parcel being more particularly described as follows:

Commence at a found 2 inch pipe marking the SE corner of said SW  $\frac{1}{4}$  of said Section 27; thence run North 00 degrees 08 minutes 07 seconds West along the East line thereof for a distance of 285.29 feet to point on the Northeaster-more right of way or Cahaba River Road (Old Highway 280; thence leaving said East line run North 54 degrees 21 minutes 32 seconds West along said right of way for a distance of 18.49 feet to a set 5/8 inch capped rebar stamped CA0560LS marking the POINT OF BEGINNING of the parcel herein described; thence continue North 54 degrees 21 minutes 32 seconds West along said right of way for a distance of 203.09 feet to set 5/8 inch capped rebar stamped CA-560LS; thence continue along the last described course for a distance of 13.30 feet to a found 5/8 inch capped rebar stamped WSE, said point marking the SE corner of Lot 1 off the 4700 Colonnade Subdivision as recorded in Map Book 243, Page 82 in the Office of the Judge of Probate, Jefferson County, Alabama; thence leaving said right of way run North 01 degrees 07 minutes 36 seconds East along the East line of said Lot 1 for a distance of 181.16 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said lot line run South 76 degrees 45 minutes 07 seconds East for a distance of 16.28 feet to a 5/8 inch capped rebar stamped CA-5460LS; thence continue South 76 degrees 45 minute 07 seconds East for a distance of 160.08 feet to a set nail in the Timberlake Road; thence run South 00 degrees 08 minutes 07 seconds East parallel to the East line of said quarter Section for a distance of 266.80 feet to the point of beginning. Said parcel containing 39,038 square feet or 0.90 acres more or less.

**BE IT FURTHER ORDAINED** that upon completion of the development and prior to the issuance of a Certificate of Occupancy, signage to deter traffic from continuing on Timberlake Drive shall be installed and visible from the accesses to and from the property.

**APPROVED and ADOPTED** this the 23<sup>rd</sup> day of January, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

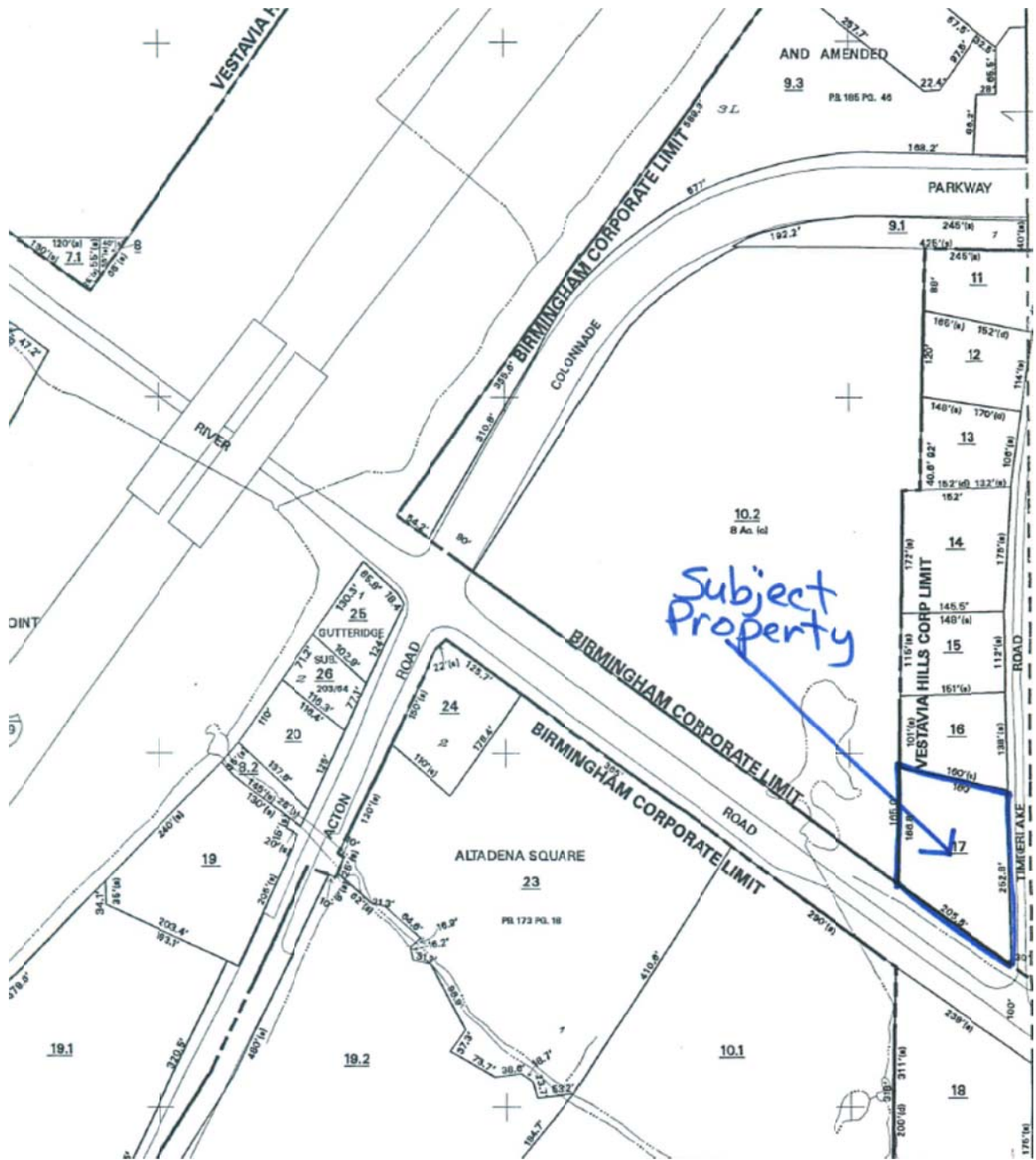
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2692 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 23<sup>rd</sup> day of January, 2017 as same appears in the official records of said City.

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

Rebecca Leavings  
City Clerk



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

Date: **DECEMBER 8, 2016**

- **CASE:** P-1216-47
- **REQUESTED ACTION:** Rezoning from Vestavia Hills R-1 To Vestavia Hills B-1.2
- **ADDRESS/LOCATION:** 3104 Timberlake Rd.
- **APPLICANT/OWNER:** Andree Joyce Stoves
- **REPRESENTING AGENT:** Todd Thompson
- **GENERAL DISCUSSION:** Property is on the corner of Timberlake Dr. and Cahaba River Rd. Applicant is seeking rezoning to build a Slice Pizza and Brewhouse (2,800 sq. ft. +/-). The proposed building meets all requirements of a B-1.2 zoning, including parking and buffering. The 8' sidewalk would run along both Timberlake Dr. and Cahaba River Rd. Developers will also be responsible for making improvements to Timberlake Rd. up to their entrance. A proposed site plan, landscaping plan, and renderings are attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights 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:** Recommend approval based on plan and renderings.
  2. **City Engineer Review:** I have reviewed the application and have no issues with the request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Wolfe made a motion to recommend rezoning approval of 3104 Timberlake Rd. from Vestavia Hills R-1 To Vestavia Hills B-1.2 with the following condition:

1. Appropriate signage is installed to deter drivers from continuing down Timberlake Rd.

Second was by Mr. House. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Brooks – yes

Mr. Goodwin – yes

Mr. Wolfe – yes

Mr. Larson – yes

Motion carried



Mr. Burrell – yes

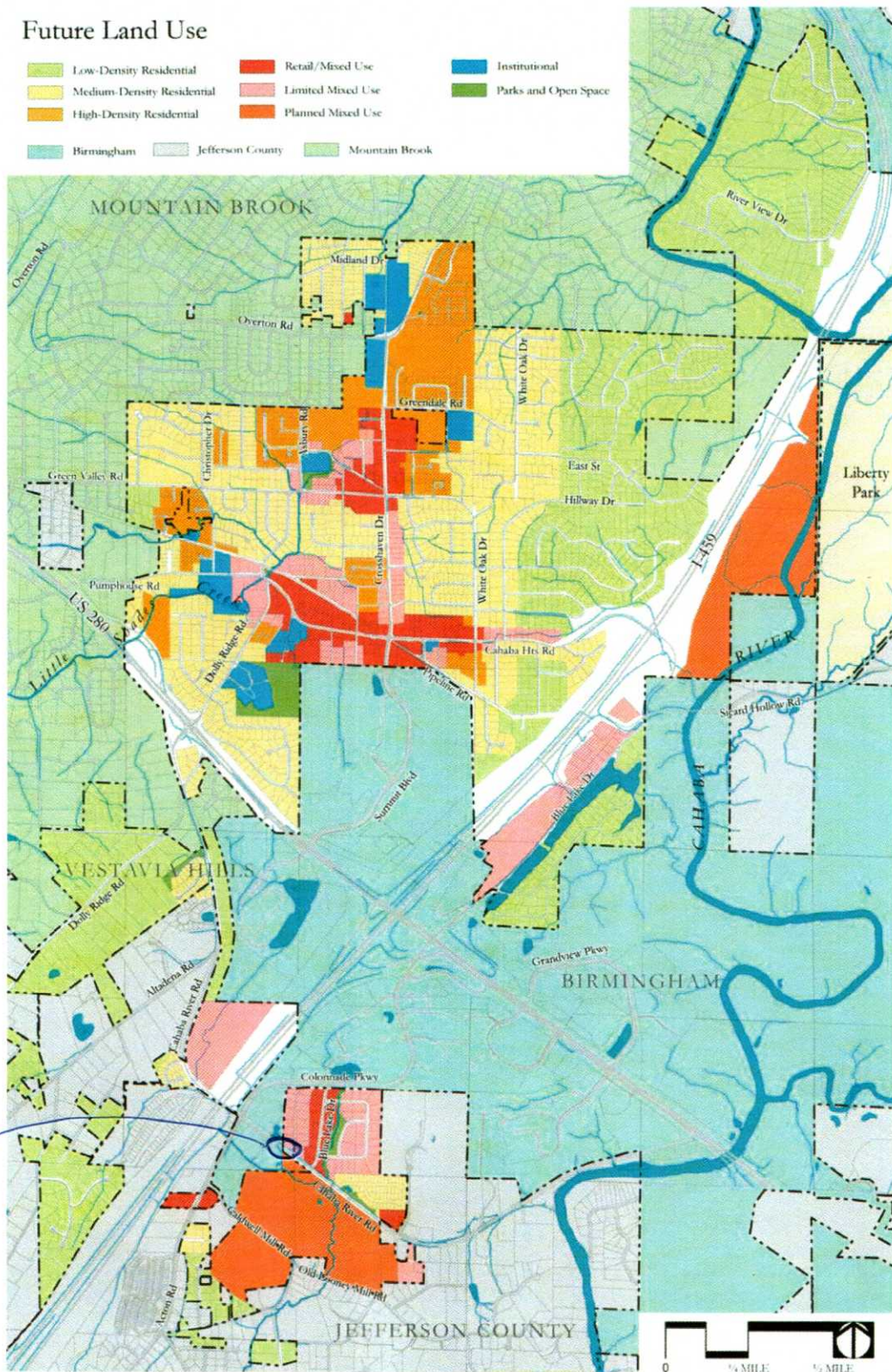
Mr. Weaver – yes

Mr. Gilchrist – yes

Mr. Cobb – yes

### Future Land Use

- |  |   |  |
|--|---|--|
|  Low-Density Residential    |  Retail/Mixed Use  |  Institutional        |
|  Medium-Density Residential |  Limited Mixed Use |  Parks and Open Space |
|  High-Density Residential   |  Planned Mixed Use |  |
|  Birmingham                 |  Jefferson County  |  Mountain Brook       |



Subject Property

Figure 4: Future Land Use Map



THIS IS TO CERTIFY THAT THE SURVEY WAS MADE AND ACCURATE, AND TO BE REPRODUCED AS SHOWN ON THE MAP OR MAPS HEREON.

DATE: 08/14/2024

BY: [Signature]

NO. 1

DESCRIPTION

DATE

REVISIONS

QUARTER - SECTION

TOWNSHIP 18 SOUTH

RANGE 3 WEST

3104 TIMBERLAKE ROAD

FOR

LONGLEAF REALTY PARTNERS, LLC

VESTALIA, ALABAMA

ALTNPS LAND TITLE SURVEY

DATE: 08/14/2024

BY: [Signature]

GONZALEZ - STRENGTH & ASSOCIATES, INC.

CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION

HOOPER, ALABAMA 35344

PHONE: (205) 942-3033

WWW.GONZALEZ-STRENGTH.COM

Copyright 2024

ALTA MAPPING

REGISTERED PROFESSIONAL SURVEYOR

NO. 18154

STATE OF ALABAMA

NO. 18154

STATE OF ALABAMA

REGISTERED PROFESSIONAL SURVEYOR

ALTA MAPPING

LONGLEAF REALTY PARTNERS, LLC

REGISTERED PROFESSIONAL SURVEYOR

NO. 29998

STATE OF ALABAMA

DATE: 08/14/2024

BY: [Signature]

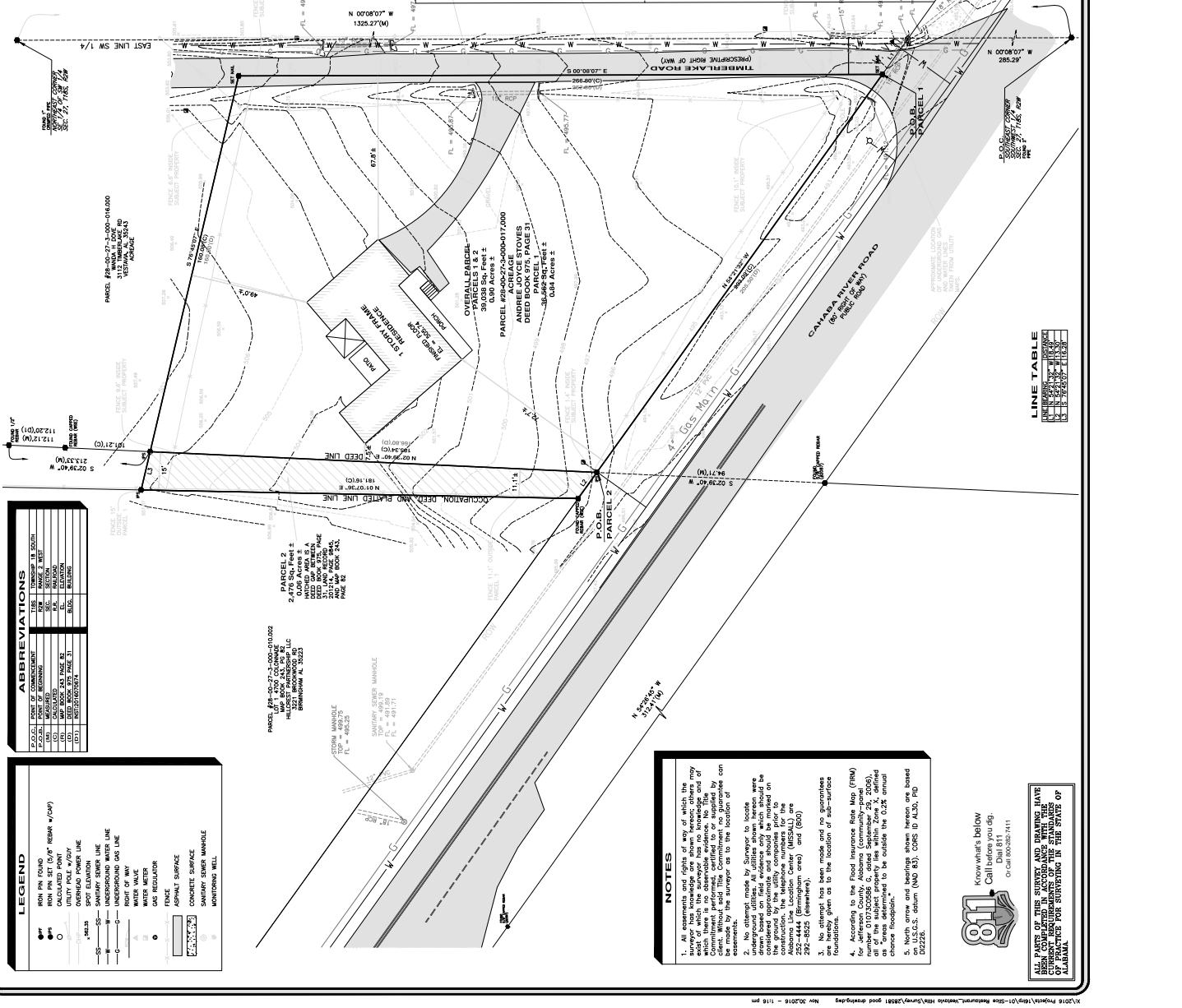
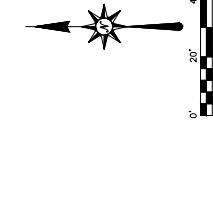


TITLE LEGAL DESCRIPTION

NOT TO SCALE

SURVEYED LEGAL DESCRIPTION

TITLE COMMITMENT



**ABBREVIATIONS**

SYMBOL	DESCRIPTION
(Symbol)	IRON PIN SURVEY
(Symbol)	REBAR #4/5
(Symbol)	CALCULATED POINT
(Symbol)	UTILITY POLE #5/6
(Symbol)	SPRINKLER LINE
(Symbol)	SANITARY SEWER LINE
(Symbol)	UNDERGROUND WATER LINE
(Symbol)	RIGHT OF WAY
(Symbol)	WATER VALVE
(Symbol)	MANHOLE
(Symbol)	WATER METER
(Symbol)	WATER REGULATOR
(Symbol)	FENCE
(Symbol)	CONCRETE SURFACE
(Symbol)	SANITARY SEWER MANHOLE
(Symbol)	MONITORING WELL

**LEGEND**

(Symbol)	IRON PIN SURVEY
(Symbol)	REBAR #4/5
(Symbol)	CALCULATED POINT
(Symbol)	UTILITY POLE #5/6
(Symbol)	SPRINKLER LINE
(Symbol)	SANITARY SEWER LINE
(Symbol)	UNDERGROUND WATER LINE
(Symbol)	RIGHT OF WAY
(Symbol)	WATER VALVE
(Symbol)	MANHOLE
(Symbol)	WATER METER
(Symbol)	WATER REGULATOR
(Symbol)	FENCE
(Symbol)	CONCRETE SURFACE
(Symbol)	SANITARY SEWER MANHOLE
(Symbol)	MONITORING WELL

**NOTES**

- No attempt was made to locate underground utilities. All utilities shown herein were considered approximate and should be verified on construction. The telephone numbers for the Alabama Location Center (800) 533-2244 (toll-free) and (205) 292-8222 (toll-free).
- No attempt has been made and no guarantee is given as to the location of sub-surface foundations.
- According to the Flood Insurance Rate Map (FIRM) for Jefferson County Alabama (Community-panel 15030-01-0000) the subject property lies within Zone X, defined as "seas determined to be outside the 0.2% annual flood hazard zone and having about 1% to 1.66% annual chance of flooding."
- No attempt has been made and no guarantee is given as to the location of sub-surface foundations.

**LINE TABLE**

LINE NO.	DESCRIPTION	LENGTH (FEET)
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...
11	...	...
12	...	...
13	...	...
14	...	...
15	...	...
16	...	...
17	...	...
18	...	...
19	...	...
20	...	...
21	...	...
22	...	...
23	...	...
24	...	...
25	...	...
26	...	...
27	...	...
28	...	...
29	...	...
30	...	...
31	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...
51	...	...
52	...	...
53	...	...
54	...	...
55	...	...
56	...	...
57	...	...
58	...	...
59	...	...
60	...	...
61	...	...
62	...	...
63	...	...
64	...	...
65	...	...
66	...	...
67	...	...
68	...	...
69	...	...
70	...	...
71	...	...
72	...	...
73	...	...
74	...	...
75	...	...
76	...	...
77	...	...
78	...	...
79	...	...
80	...	...
81	...	...
82	...	...
83	...	...
84	...	...
85	...	...
86	...	...
87	...	...
88	...	...
89	...	...
90	...	...
91	...	...
92	...	...
93	...	...
94	...	...
95	...	...
96	...	...
97	...	...
98	...	...
99	...	...
100	...	...

**KNOWN WHATS BELOW**

Call before you dig.

1-800-4-A- Dig

Call 800-4-A-DIG

ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE PRACTICES FOR SURVIVING IN THE STATE OF ALABAMA.

DATE: 08/14/2024

BY: [Signature]

DATE: 08/14/2024

BY: [Signature]

DATE: 08/14/2024

BY: [Signature]

DATE: 08/14/2024

BY: [Signature]





Revisions	No.	Date	Revision
	1		
	2		
	3		
	4		
	5		

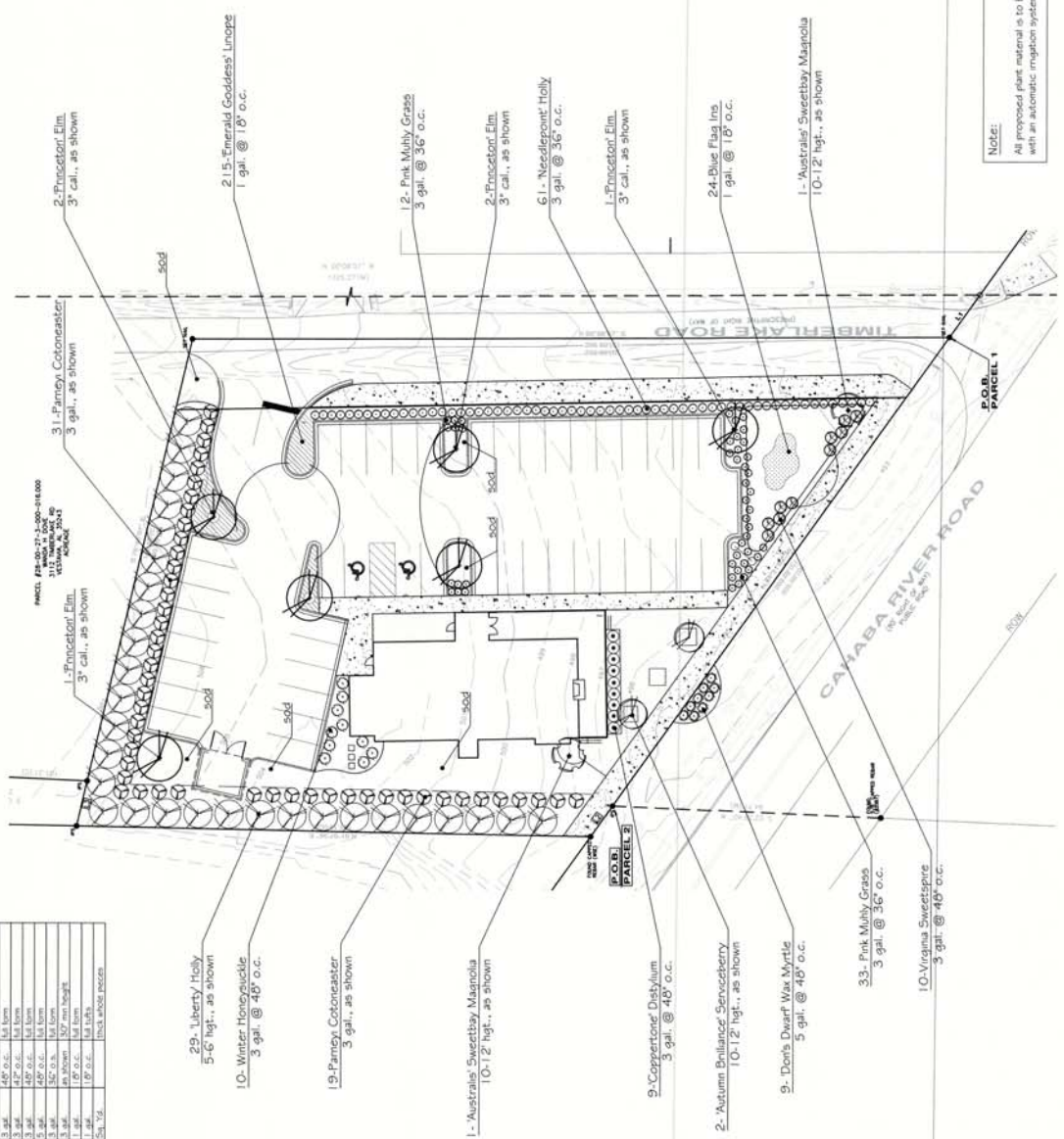
11/16/16



SCALE 1" = 30'

Note:  
All proposed plant material is to be watered with an automatic irrigation system.

Qty.	Scientific Name	Common Name	Size	Spacing	Remarks
29	<i>Liberty Holly</i>	Liberty Holly	5'-6" hgt., as shown	as shown	1/4" cal. 1/2" dbh.
10	<i>Winter Honeyuckle</i>	Winter Honeyuckle	3 gal., @ 48" o.c.	as shown	1/4" cal. 1/2" dbh.
19	<i>Fancy Cotoneaster</i>	Fancy Cotoneaster	3 gal., as shown	as shown	1/4" cal. 1/2" dbh.
1	<i>Australia Sweetbay Magnolia</i>	Australia Sweetbay Magnolia	10'-12" hgt., as shown	as shown	1/4" cal. 1/2" dbh.
3	<i>Pink Mully Grass</i>	Pink Mully Grass	3 gal., @ 36" o.c.	as shown	1/4" cal. 1/2" dbh.
2	<i>Princeton Elm</i>	Princeton Elm	3" cal., as shown	as shown	1/4" cal. 1/2" dbh.
6	<i>Needlepoint Holly</i>	Needlepoint Holly	3 gal., @ 36" o.c.	as shown	1/4" cal. 1/2" dbh.
1	<i>Princeton Elm</i>	Princeton Elm	3" cal., as shown	as shown	1/4" cal. 1/2" dbh.
2	<i>Autumn Brilliance Serviceberry</i>	Autumn Brilliance Serviceberry	10'-12" hgt., as shown	as shown	1/4" cal. 1/2" dbh.
9	<i>Dor's Dwarf Wax Myrtle</i>	Dor's Dwarf Wax Myrtle	5 gal., @ 48" o.c.	as shown	1/4" cal. 1/2" dbh.
33	<i>Pink Mully Grass</i>	Pink Mully Grass	3 gal., @ 36" o.c.	as shown	1/4" cal. 1/2" dbh.
10	<i>Virginia Sweetspire</i>	Virginia Sweetspire	3 gal., @ 48" o.c.	as shown	1/4" cal. 1/2" dbh.



PROJECT #16-02-27-1-000-016-000  
3117 WOODLAND BLVD  
BIRMINGHAM, AL 35244







**RESOLUTION NUMBER 4915**

**A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE PINNACLE BANK.**

**BE IT RESOLVED** by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the Pinnacle Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Library Campaign Funding/Donations Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any one (1) of the following [two (2) if any single transaction is in excess of \$1,000], whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

---

Jeffrey Downes  
City Manager

---

Ashley C. Curry  
Mayor

---

Rebecca Leavings  
City Clerk

---

Melvin Turner, III  
Finance Director/City Treasurer

---

Taneisha Young-Tucker  
Library Director

---

Kym Prewitt  
Chair, Vestavia Hills Library Board

---

Jimmy Bartlett  
Vice Chair, Vestavia Hills Library Board

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of City Manager, Mayor, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4915 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of February 1, 2017 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of January, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 23<sup>rd</sup> day of January, 2017, and that such Resolution is of record in the Minute Book of the City at page \_\_\_ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Rebecca Leavings  
City Clerk

SEAL



## **RESOLUTION NUMBER 4916**

### **A RESOLUTION ENDORSING COMMEMORATION EFFORTS FOR THE BICENTENNIAL OF THE STATE OF ALABAMA**

**WHEREAS**, the United States Congress created the Alabama Territory from the eastern half of the Mississippi Territory on March 3, 1817; and

**WHEREAS**, by 1819, the birth and growth of cities, towns and communities in the Alabama Territory ensured that the population of the Territory had developed sufficiently to achieve the minimum number of inhabitants required by congress to qualify for Statehood; and

**WHEREAS**, the United States Congress and President Monroe approved Statehood for the Alabama Territory on December 14, 1819 making it the nation's twenty-second state; and

**WHEREAS**, the Alabama Legislature approved a Resolution in 2013 establishing the Alabama Bicentennial Commission to mark the 200<sup>th</sup> anniversary of Statehood; and

**WHEREAS**, constitutional officers and other officials appointed Commission members to organize and execute a bicentennial celebration intended to improve the education and understanding of all Alabamians and visitors regarding the State's history and heritage; and to create and promote lasting initiatives designed to benefit the State and its citizens; and

**WHEREAS**, commemorations and celebrations will enable and encourage Alabamians of all ages and backgrounds, together with visitors, to experience Alabama's rich cultural, historic, and natural resources, thereby stimulating the economy of Alabama through local economic growth; and

**WHEREAS**, full participation and contributory efforts by the localities of the State, through their various councils, committees, and congregations are paramount to the success of this historic endeavor; and

**WHEREAS**, participation in Alabama's bicentennial is a unique opportunity to celebrate and uplift the State during this historic time;

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

1. That by and through this action, they endorse the efforts of the Alabama Bicentennial Commission and hereby resolve to aid the Alabama Bicentennial Commission in promoting, planning, and executing the Commission's historic, educational, celebratory,

and cultural initiatives by forming or supporting a Community Celebration Committee to observe and commemorate the bicentennial of the State of Alabama; and

2. This Resolution Number 4916 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of January, 2017.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 4918**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS FOR VARIOUS REVENUE AND BUSINESS LICENSE COLLECTIONS, RECOVERY AND DISCOVERY SERVICES**

**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 delivery agreements for the following services:
  - a. Revenue (Sales Taxes) Administration;
  - b. Business License Administration;
  - c. Business License Discovery/Recovery (Audit);
  - d. Alcohol Tax;
  - e. Rental/License Tax;
  - f. Lodging Tax; and
2. A copy of said agreements are marked as “Exhibits A, B, C, D, E and F” are attached to and incorporated into this Resolution Number 4918 as though written fully therein; and
3. This Resolution Number 4918 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of February, 2017.

Ashley Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## Tax Revenue Enhancement Agreement Revenue Administration

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_ 2017, 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](http://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 shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
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 shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

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 contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
  
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence \_\_\_\_\_ 1, 2017 with collection of \_\_\_\_\_ taxes to be remitted on or before \_\_\_\_\_20, 2017.

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: \_\_\_\_\_

By: \_\_\_\_\_

Title: SVP, Operations

Title: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/16/2017 (crg)**



**EXHIBIT A****DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

January 16, 2017

Melvin Turner III

City of Vestavia Hills

513 Montgomery Highway

Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

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

<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>	<b>Tax Type/Rate Code</b>
Vestavia Hills	062000019	Xxxx3227	100%	Sales/Use; all rates

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

<b>Tax Type</b>	<b>Rate Type</b>	<b>Percentage</b>
Sales/Use	General	3.00%
Sales/Use	Mfg Machine	1.005
Sales/Use	Farm	3.00%
Sales/Use	Auto	1.00%
Sales/Use	Amusement	3.00%
Sales/Use	Vending	3.00%

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)

600 Beacon Parkway West, Suite 900

Birmingham AL 35209

ATT: Kennon Walthall, SVP, Operations

**COMPENSATION**

**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.

**Audit Services:** 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%.

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: \_\_\_\_\_ Kennon Walthall  
Title: \_\_\_\_\_ SVP, Operations (RDS)

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

[date]

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: \_\_\_\_\_

Melvin Turner III  
City Clerk  
City of Vestavia Hills

## Tax Revenue Enhancement Agreement Business License Administration

This Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 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. 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 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 shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
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 shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees. 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, 2017.

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: \_\_\_\_\_

By: \_\_\_\_\_

Title: SVP, Operations

Title: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued \_\_\_\_\_ (Initials)**

**EXHIBIT A**

**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

January 16, 2017

Melvin Turner III  
 City of Vestavia Hills  
 513 Montgomery Highway  
 Vestavia Hills, AL 36786

Dear Ms. Clerk:

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)  
 600 Beacon Parkway West, Suite 900  
 Birmingham AL 35209  
 ATT: Kennon Walthall, SVP, Operations

**COMPENSATION**

**Compliance Services:** RDS will receive an amount equal to Nine Dollars and Ninety Five Cents (\$9.95) per business license notice mailed.

**Audit Services:** 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%.

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: \_\_\_\_\_

\_\_\_\_\_  
 Kennon Walthall  
 SVP, Operations (RDS)

## Tax Revenue Enhancement Agreement Business License Discovery/Recovery

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 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 per the request of the CITY. RDS will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and license year.
  - iii. RDS fee for Direct Payments: RDS will receive fifty percent (50%) of business license revenue received and deposited by the city, which is a result of RDS collection efforts.
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, 2017.

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: SVP, Operations

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/16/2017 (crg)**

**EXHIBIT A**  
**CITY DISTRIBUTION**

January 16, 2017

Melvin Turner III  
City of Vestavia Hills  
513 Montgomery Highway  
Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

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)  
600 Beacon Parkway West, Suite 900  
Birmingham AL 35209  
ATT: Kennon Walthall, 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 SVP, Operations**

## Tax Revenue Enhancement Agreement Alcohol Tax

This agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2017, 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](http://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 shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
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 shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

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 contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
  
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence \_\_\_\_\_ 1, 2017 with collection of \_\_\_\_\_ taxes to be remitted on or before \_\_\_\_\_20, 2017.

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: \_\_\_\_\_

By: \_\_\_\_\_

Title: SVP, Operations

Title: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/16/2017 (crg)**

**EXHIBIT A****DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

January 16, 2017

Melvin Turner III

City of Vestavia Hills

513 Montgomery Highway

Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

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

<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>	<b>Tax Type/Rate Code</b>
Vestavia Hills	062000019	Xxxx3227	100%	Alcohol; all rates

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

<b>Tax Type</b>	<b>Rate Type</b>	<b>Percentage</b>
Alcohol	General	

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)

600 Beacon Parkway West, Suite 900

Birmingham AL 35209

ATT: Kennon Walthall, SVP, Operations

**COMPENSATION**

**Compliance Services:** RDS will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

**Audit Services:** 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%.

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:

\_\_\_\_\_  
Kennon Walthall

SVP, Operations (RDS)

\_\_\_\_\_  
Title:

## Tax Revenue Enhancement Agreement Rental/Lease Tax

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_ 2017, 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 Rental/Lease 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](http://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 shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
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 shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

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 contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
  
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence \_\_\_\_\_ 1, 2017 with collection of \_\_\_\_\_ taxes to be remitted on or before \_\_\_\_\_20, 2017.

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: \_\_\_\_\_

By: \_\_\_\_\_

Title: SVP, Operations

Title: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/16/2017 (crg)**



**EXHIBIT A****DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

January 16, 2017

Melvin Turner III

City of Vestavia Hills

513 Montgomery Highway

Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

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

<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>	<b>Tax Type/Rate Code</b>
Vestavia Hills	062000019	Xxxx3227	100%	Rental/lease; all rates

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

<b>Tax Type</b>	<b>Rate Type</b>	<b>Percentage</b>
Rental/lease	General	3.00%
Rental/lease	Automotive	1.00%
Rental/lease	Linen	3.00%

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)

600 Beacon Parkway West, Suite 900

Birmingham AL 35209

ATT: Kennon Walthall, SVP, Operations

**COMPENSATION**

**Compliance Services:** RDS will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

**Audit Services:** 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%.

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:

\_\_\_\_\_  
Kennon Walthall

\_\_\_\_\_  
Title:

RDS SVP, Operations

## Tax Revenue Enhancement Agreement Lodging Tax

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_ 2017, 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](http://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 shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
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 shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

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 one (1) year 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 contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.
  
- 20. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence \_\_\_\_\_ 1, 2017 with collection of \_\_\_\_\_ taxes to be remitted on or before \_\_\_\_\_20, 2017.

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: \_\_\_\_\_

By: \_\_\_\_\_

Title: SVP, Operations

Title: \_\_\_\_\_

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/16/2017 (crg)**

**EXHIBIT A****DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

January 16, 2017

Melvin Turner III

City of Vestavia Hills

513 Montgomery Highway

Vestavia Hills, AL 35216-1807

Dear Mr. Turner:

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

<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>	<b>Tax Type/Rate Code</b>
Vestavia Hills	062000019	Xxxx3227	100%	Lodging; all rates

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

<b>Tax Type</b>	<b>Rate Type</b>	<b>Percentage</b>
Lodging	General	3.00%

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)

600 Beacon Parkway West, Suite 900

Birmingham AL 35209

ATT: Kennon Walthall, SVP, Operations

**COMPENSATION**

**Compliance Services:** RDS will receive an amount equal to 1.85% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.



**Audit Services:** 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%.

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:

\_\_\_\_\_  
Kennon Walthall

SVP, Operations (RDS)

\_\_\_\_\_  
Title: