

**Vestavia Hills
City Council Agenda
February 13, 2017
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Rev. James L. “Butch” Williams, Pastor of Care and Support Ministries, Vestavia Hills United Methodist Church
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. Certificate Of Commendation – Marco Johnson
7. City Manager’s Report
8. Councilors’ Reports
9. Approval of Minutes – January 18, 2017 (Work Session) and January 23, 2017 (Regular Meeting)

Old Business

10. 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

New Business

11. Resolution Number 4919 - A Resolution Accepting A Bid For Police Motorcycles
12. Resolution Number 4921 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property
13. Resolution Number 4923 – A Resolution Approving Disclosure Controls And Procedures And Certain Related Matters

New Business (Unanimous Consent Requested)

14. Resolution Number 4922 – A Resolution Authorizing The City Manager To Take All Actions Necessary To Replace A 7.5 Ton Split HVAC System At The Press Box/Concession Stand Located At Wald Park

First Reading (No Action Taken At This Meeting)

15. Resolution Number 4920 – Annexation – 90-Day – 2419 Dolly Ridge Road; Jason and Stephanie Robinson, Owners
16. Ordinance Number 2694 – Annexation – Overnight – 2419 Dolly Ridge Road; Jason and Stephanie Robinson, Owners
17. Ordinance Number 2693 – An Ordinance Adopting Supplement I And II To The Vestavia Hills Code Of Ordinances, Republished 2013
18. Resolution Number 4924 – A Resolution Rescinding Resolution Number 3599 And To Establish The Process For Selecting Members Of The Vestavia Hills Board Of Education
19. Citizen Comments
20. Executive Session
21. Motion For Adjournment

**CERTIFICATE
OF
COMMENDATION**

On behalf of the City of Vestavia Hills, Alabama, it is with great pleasure that I present to

MARCO JOHNSON

this Certificate of Commendation to recognize your earning your High School Equivalency diploma. We are very proud of you for this accomplishment which demonstrates your dedication, perseverance and hard work.

You have recently achieved your goal to complete the Adult Education Program at Lawson State. This is a special time and a milestone in anyone's life.

The Vestavia Hills City Council, our residents, and the faculty and students at Pizitz Middle School join me in commending you for a job well done and offer our congratulations and best wishes in your future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Vestavia Hills, Alabama, this the 13th day of February, 2017.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

JANUARY 18, 2017

The City Council of Vestavia Hills met in a special planning work session on this date at 6:00 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Jim St. John, Fire Chief
Marvin Green, Deputy Fire Chief
Dan Rary, Police Chief
Jason Hardin, Police Captain
Kevin York, Police Captain

Mr. Downes updated the Council on the following issues:

- Developing the idea of a combined soccer/wrestling club to be located on property within SHAC; Rocky Harmon and Scott Nailen were present to participate in this discussion, which ensued into funding, parking, scheduling, etc.
- The request from Leaf and Petal for incentives relative to the increased development costs of retaining walls, soil conditions, etc. Jamie Pursell and Tommy Satterfield were present to explain the request to the Council. Mr. Downes stated that the request will proceed to a public hearing soon.
- The Communications Committee will meet soon and begin looking at a communications policy for the City. Mr. Downes stated that he'll get the Library involved in the meeting as well.
- Mr. Downes updated the Council on the progress of the Community Spaces Committee.
- The enforcement of the sign ordinance was discussed at length and Mr. Downes stated that he will get the Police Department to make contact with

violators to give warning of upcoming enforcement in primary traffic areas of the City.

Mayor Curry updated the Council on the drought stage as determined by the Birmingham Water Works Board. He stated that the area is still in Stage 4 but they expect a downgrade to Stage 2 soon. When that happens, the Mayor stated that he will rescind the Water Emergency Declaration and would advise the Council and the public of the new status. He also indicated he will invite members of the BWWB to the next work session of the Council to speak to the issue of alternative water sources to help alleviate the possibility of future water emergencies.

Mr. Head updated the Council on the Parks and Recreation Board's development of a 501(c)3 which is in the process of being drafted. He stated that they soon will be forthcoming with the next required steps as well as a timeline for formation.

Mayor Curry stated that this City has many volunteers who work tirelessly with little to no recognition and that makes this community so unique and successful. He publicly thanked all the parents and volunteers who work keeping this City moving ahead.

There being no further discussion, work session adjourned at 7:53 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JANUARY 23, 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
Brian Gilham, Police Lt.
Jim St. John, Fire Chief
Terry Ray, Deputy Fire Chief
Melvin Turner, Finance Director
George Sawaya, Asst. City Treasurer
Brian Davis, Public Services Director

Invocation was given by Wade Griffith, Pastor, Liberty Crossings United Methodist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce welcomed Zach Jones and Marty Martin who were present representing the Vestavia Hills Chamber of Commerce.
- Mrs. Cook stated that tomorrow evening, January 21, 2017, there will be a work session of the Board of Education, addressing subjects such as a facilities update and a realignment discussion for the two middle schools. Wednesday is the regular meeting of the Board. Both meetings begin at 6 PM.
- Mrs. Cook announced that tentatively, around February 4, there will be an informational session held for those residents that are interested in applying for an appointment to the Board of Education. She stated that Mark Hogewood would

be present to explain the duties and responsibilities of the Board and to give information on the meetings. She stated she would also attend to help everyone understand the application and interview process. Everyone will be invited to attend and more details will be forthcoming.

CITY MANAGER'S REPORT

- Mr. Downes explained a new addition to the City's Action Center for non-emergency situations, which might occur during times of crises, such as the extreme weather situation that occurred last weekend. He explained that this would work for instances such as a tree blocking a roadway, when it requires attention but isn't an immediate emergency. This is being designed to allow residents to alert the City of areas that need attention, but do not constitute an immediate danger to the public. The link would only be activated in times of crises. He reminded the Council that it isn't live yet, but will be implemented soon. Mr. Downes emphasized that the new Action Center category should only be used for non-emergency requests—emergencies should always be reported to 911. Citizens may also call 978-0140, the main Police dispatch number, to make non-emergency reports.
- Mr. Downes updated the Council on the measures the Police Department is taking toward warning businesses of the enforcement of the sign ordinance on major traffic corridors of the City.
- Tours of the Mountain Brook and Vestavia Hills City Halls will be done for the attendees of the ACCMMA conference this Thursday. Mr. Downes invited the Council to help host the tours.
- Training of middle-management employees of the City will begin in February. The Department Heads did a beta test of this professional training earlier and a curriculum was developed. Training should begin in February.
- Mr. Downes updated the Council on tax appraisals for the City. He explained that the process is handled by the Jefferson County Board of Equalization and they determine the appraisals of properties in the City based upon demographics and sales information. The process is ongoing and follows standards adopted by the State of Alabama for equalization of property values throughout the State. Mrs. Cook asked if permit information is also used to spur tax valuations. Mr. Downes explained that everything is based upon guidelines from the State of Alabama.

COUNCILORS' REPORTS

- Mr. Pierce reminded the Council that they are invited to attend Vestavia Hills Chamber of Commerce Board of Directors meetings, which begin at 7:30 on the 3rd Thursday of every month.
- Mr. Pierce announced a new member orientation for the Vestavia Hills Chamber of Commerce which is scheduled for February 20, 2017. He also announced

various ribbon cuttings on January 31, 5 PM at True 40; February 9, 5 PM at Vida-Flo; and February 24, noon, at Great Clips.

- Mr. Weaver stated that the Planning and Zoning Commission met recently and unanimously recommended the approval of a rezoning for an office building in Pine Tree that will be coming soon, as well as the recommendation of the Slice Pizza that will be presented tonight.
- Mayor Curry updated the Council on the water emergency. He indicated that he expects the BWWB to withdraw the Stage 4 emergency soon because it appears that Lake Purdy is back above 50% pool due to the recent rainfall.
- The Mayor also Smart Asset shows a rating of cities with the healthiest housing markets and Vestavia Hills ranked number 2 in the State of Alabama. Several factors were evaluated in this study.

FINANCIAL REPORTS

Melvin Turner, III, Finance Director, presented the financial reports for the month ending December 2016. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the January 9, 2017 (Regular Meeting) were presented for approval:

MOTION Motion to dispense with the reading of the minutes of January 9, 2017 (regular meeting) and approve them as presented was by Mr. Pierce and second by Mrs. Cook. Roll call vote as follows:

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

OLD BUSINESS

ORDINANCE NUMBER 2692

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)

MOTION Motion to approve Ordinance Number 2692 was by Mr. Weaver and second was by Mr. Head.

Mr. Downes explained that this request is for use of a new restaurant on the property. The ownership group is present and represented by Claude Tindle. The Planning and Zoning Commission has reviewed the request and the recommendation has been written into the Ordinance that, prior to a Certificate of Occupancy, signage for “no outlet” will be installed on Timberlake Drive to show that it is a dead-end roadway.

Mr. Weaver stated that the Commission did review and discuss this property at length due to the transition of the properties in surrounding development and the installation of sewer access for this property and those along Timberlake Drive. The Commission unanimously recommended approval of the property.

Mr. Tindle explained the zoning for properties surrounding this property. A rendering of the proposed restaurant was shown.

Discussion ensued concerning the similarity of another Slice Pizza located in Lakeview and a master infrastructure plan, which is in development by the City staff. These developers have been working with the staff to support the development for sewer access and pedestrian access which will be an additional cost to these developers, so they may return to the Council for incentives.

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

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

NEW BUSINESS

RESOLUTION NUMBER 4915

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

Mr. Downes explained that this is a Resolution changes authorized signers on the Library’s donation account because of a change in officers.

MOTION Motion to approve Resolution Number 4915 was by Mr. Cook and second was by Mr. Weaver.

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

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

RESOLUTION NUMBER 4916

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

MOTION Motion to approve Resolution Number 4916 was by Mr. Weaver and second was by Mr. Head.

Mr. Downes explained that the State of Alabama will be celebrating Alabama's bicentennial over the next couple of years and this Resolution supports these endeavors which will enable the City to host certain celebrations and possibly receive grant funding.

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 February 13, 2017 at 6:00 PM.

- 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

CITIZEN COMMENTS

Patrick Boone, City Attorney, stated that the Board of Equalization records are open records and are available for public inspection. He explained the calculation of valuation for his home which he had recently researched as well as the valuation of properties that surround his home and he was satisfied with the information he obtained from that department.

Mayor Curry stated that when he hears from the BWWB regarding the drought stage determination, he will let the public know. He also stated that the BWWB will be at the next work session of the Council, scheduled for 6 PM on February 20, 2017, to do a presentation on alternative water sources. He invited everyone to attend.

At 6:41 PM, Mr. Weaver made a motion to adjourn; seconded by Mr. Pierce. Meeting adjourned at 6:43 PM.

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. Copies of said agreements are marked as “Exhibits A, B, C, D, E and F,” and 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 13th 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.
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. 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. 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.

18. 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 2/2/2017 (crg)

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

February 2, 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%	Sales/Use; all rates

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

Tax Type	Rate Type	Percentage
Sales/Use	General	3.00%
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 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. 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.
8. 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.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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: _____

Its: SVP, Operations

Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/30/2017 (crg)

EXHIBIT A
CITY DISTRIBUTION

February 2, 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 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.
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. 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. 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.

18. 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 2/2/2017 (crg)

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

February 2, 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%	Rental/lease; all rates

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

Tax Type	Rate Type	Percentage
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 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. 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.
9. 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.
10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 2/2/2017 (crg)

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

February 2, 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 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.
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. 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. 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.

18. 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 1/2/2017 (crg)

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

February 2, 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%	Lodging; all rates

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

Tax Type	Rate Type	Percentage
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:

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.
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. 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. 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.

18. 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 2/2/2017 (crg)

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

February 2, 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%	Alcohol; all rates

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

Tax Type	Rate Type	Percentage
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:

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

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

January 31, 2017

By Hand Delivery

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

In Re: Resolution No. 4918
Agreements with PRA Government Services, LLC d/b/a RDS

Dear Mr. Downes:

Resolution Number 4918 was introduced at the regularly scheduled meeting of the City Council on Monday, January 23, 2017, by a first read. In substance, Resolution Number 4918 approves and authorizes the execution and delivery of six (6) different Agreements by and between the City of Vestavia Hills, Alabama ("City") and PRA Government Services, LLC d/b/a RDS ("RDS") for various revenue and business license collections, recovery and discovery services. You have requested that I review the six Agreements and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. FACTS

The City has done business with RDS and its predecessors for many years. Recently, RDS submitted the following six (6) Agreements for consideration by the City Council:

- a. Tax Revenue Enhancement Agreement Revenue Administration.
- b. Tax Revenue Enhancement Agreement Business License Administration.
- c. Tax Revenue Enhancement Agreement Business License Discovery/Revenue.
- d. Tax Revenue Enhancement Agreement Alcohol Tax.
- e. Tax Revenue Enhancement Agreement Rental/Lease Tax.
- f. Tax Revenue Enhancement Agreement Lodging Tax.

All six of the Agreements contain language requiring the City to indemnify and hold harmless RDS. In addition, all six Agreements contain language limiting the liability of RDS.

Before providing my recommendations, I want to set forth the following legal issues that apply to all six Agreements.

II. LEGAL ISSUES

ONE A. LEGAL ISSUE ONE: Are any of the six Agreements subject to the Alabama Competitive Bid Law?

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

C. BASIS FOR LEGAL OPINION: I base my legal upon the following:

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

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

follows: 2. Title 41-16-51(a)(3), *Code of Alabama, 1975*, provides in pertinent part as

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

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

TWO B. LEGAL ISSUE TWO: What is the maximum term of a contract by a municipality for the purchase of contractual services?

B. LEGAL OPINION: It is my legal opinion that contracts by a municipality for the purchase of personal property or contractual services shall be let for periods not greater than three years.

C. BASIS FOR LEGAL OPINION: I base my legal upon Title 41-16-57(f), *Code of Alabama, 1975*, which provides as follows:

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

THREE C. LEGAL ISSUE THREE: May a municipality be found guilty of negligence and held liable for the payment of monetary damages?

B. LEGAL OPINION: It is my legal opinion that the answer to Legal Issue Three is in the affirmative.

C. BASIS FOR LEGAL OPINION: I base my legal upon the following Alabama legal authorities.

1. Municipalities May Be Liable for the Negligent Acts of Its Employees Acting in the Line and Scope of Their Employment: Title 11-47-190, *Code of Alabama, 1975*, reads as follows:

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

2. **Limits of Liability of Municipalities:** Section 11-93-2, *Code of Alabama, 1975*, establishes the maximum amount of damages recoverable against governmental entities. The recovery of damages under any judgment against a city shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence and to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. This statute also provides in pertinent part that recovery of damages under any judgment against a city shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence.

3. **Public Officers Are Entitled to Discretionary Function Immunity:** Public officials and employees who act within the scope of their authority in performing functions involving discretion are entitled to discretionary function immunity. *Woods v. Wilson*, 539 So.2d 224 and *Hilliard v. Huntsville*, 585 So.2d 889.

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

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

5. **Defense of Municipal Employees Sued for Damages:** Title 11-47-24(a), *Code of Alabama, 1975*, provides as follows:

“(a) Whenever any employee of a municipal corporation of the State of Alabama shall be sued for damages arising out of the performance of his official duties, and while operating a motor vehicle or equipment engaged in the course of his employment, such government agency shall be authorized and required to provide defense counsel for such employees in such suit and to indemnify him from any judgment rendered against him in such suit. In no event shall a municipal corporation of the state be required to provide defense and indemnity for employees who may be sued for damages arising out of actions which were either intentional or willful or wanton.”

6. **Liability Insurance:** Title 11-47-24(b), *Code of Alabama, 1975*, provides as follows:

“(b) All municipal corporations of the State of Alabama are hereby authorized to contract at governmental expense for policies of liability insurance to protect employees in the course of their employment.”

7. **The City has Liability Insurance Coverage for Employees:** At the present time, the City has general comprehensive liability insurance issued by States Self-Insurers Risk Retention Group written by Berkly Risk Administrators Company, LLC.

8. **Liability for Breach of Contract:** Municipalities in Alabama have the authority to enter into contracts provided the contracts are in writing, signed and executed in the name of the city by the officers authorized to make the same and by the party contracting (Title 11-47-5, *Code of Alabama, 1975*). There is no maximum limit of liability for a city if it breaches a valid and legally binding contract. Alabama law provides that damages for the breach of a contract is that sum which would place the injured party in the same condition he would have occupied if the contract had not been breached. A municipality may be held liable for breach of contract. *Taylor v. City of Gadsden*, 767 F.3rd 1124; *City of Orange Beach v. Perdido Pass Developers, Inc.*, 631 So.2d 850.

FOUR D. LEGAL ISSUE FOUR: May municipalities legally spend public funds to indemnify third parties?

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

C. **BASIS FOR LEGAL OPINION:** I base my legal upon the following Alabama legal authorities.

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

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

2. **Municipalities in Alabama May Spend Public Funds Only for Public Purposes:** Municipalities in Alabama may spend public funds only for public purposes. The Supreme Court of Alabama has interpreted the language of Sections 93 and 94 of the *Constitution of Alabama* to allow appropriations of public funds when the appropriation is used for public purposes. *Alabama Constitution* amend. 93; *Alabama Constitution* amend. 94; *Slawson v. Alabama Forestry Comm’n*, 631 So.2d 953 (Ala.1994). *Opinion of the Justices No. 269*, 384 So.2d 1051 (1980); *Stone v. State*, 251 Ala. 240 (1948).

3. **Violations of Established Law:** In my opinion, it would be a violation of the following laws for a municipality to indemnify a third party for actions, costs, expenses, damages and liabilities:

(a) Article IV Section 94(a) of the *Constitution of Alabama*; and

(b) would waive the statutory maximum limits of liability set forth in Title 11-93-2, *Code of Alabama, 1975*; and

(c) would waive the discretionary function immunity for its public employees established by the holdings in *Woods v. Wilson*, 539 So.2d 224 and *Hilliard v. Huntsville*, 585 So.2d 889; and

(d) violate the joint liability statute set forth at Title 11-47-191(b), *Code of Alabama, 1975*; and

(e) would prejudice the rights of the City general comprehensive liability insurance carrier and jeopardize coverage under the policy.

III. MY RECOMMENDATIONS

A. **DELETIONS:** Based upon the legal authorities cited above, I recommend that any and all language requiring the City to indemnify and hold RDS harmless and limit the liability of RDS be deleted from all six Agreements. I specifically recommend the following deletions:

	<u>Agreement</u>	<u>Delete Sections</u>
1.	Tax Revenue Enhancement Agreement Revenue Administration	10 and 11
2.	Tax Revenue Enhancement Agreement Business License Administration	8 and 9
3.	Tax Revenue Enhancement Agreement Business License Discovery/Revenue	7 and 8
4.	Tax Revenue Enhancement Agreement Alcohol Tax	10 and 11
5.	Tax Revenue Enhancement Agreement Rental/Lease Tax	10 and 11
6.	Tax Revenue Enhancement Agreement Lodging Tax	10 and 11

B. **SIGNATURES:** I recommend that the six Agreements be signed by both the City Manager and Mayor based upon the following Alabama statutes and cases decided by the Supreme Court of Alabama:

1. A general provision of Alabama law regarding the powers and duties of municipal corporations provides in Title 11-47-5, *Code of Alabama, 1975*, reads as follows:

“Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for the ordinary needs of the municipality.”

2. Title 11-43-21(b)(7), *Code of Alabama, 1975*, requires the City Manager to sign all lawful contracts on behalf of the municipality and reads as follows:

“(b) The City Manager shall have the power and it shall be his duty:...

(7) To make and execute all lawful contracts on behalf of the municipality as to matters within the jurisdiction; provided, that no contract, purchase or obligation involving more than \$100.00 shall be binding until after the approval by the governing body.”

3. Alabama law regarding the Council-Manager form of government at Title 11-43A-48, *Code of Alabama, 1975*, requires certain municipal contracts to be signed by both the City Manager and Mayor and reads as follows:

“No contract involving the payment of money out of the appropriation of more than one year shall be made for a period of more than five years, nor shall any such contract be valid unless made or approved by ordinance, and signed in the name of the municipality by the mayor and countersigned by the manager.”

4. Title 11-43-83, *Code of Alabama, 1975*, requires the Mayor to sign all contracts and reads as follows:

“The mayor shall see that all contracts with the town or city are faithfully kept or performed. He shall execute all deeds and contracts and bonds required in judicial proceedings for and on behalf of the city or town and no sureties shall be required on such bond. He shall perform such other execute

duties, in addition to those prescribed in this article,
as may be required of him by the council.”

However, the change in the form of government for the City from a Mayor-Council form of government to a Council-Manager form of government has been approved by:

(a) The City Council of the City of Vestavia Hills, Alabama by the approval of Resolution Number 4041 on December 14, 2009.

(b) The Legislature of the State of Alabama on February 11, 2010 when it enacted Act Number 2010-544.

(c) Resolution Number 4089 approved and adopted by the City Council on June 17, 2010.

(d) The United States Justice Department on June 28, 2010.

(e) A majority of the qualified electors of the City by referendum vote effective November 5, 2012.

(f) Resolution Number 4117 approved and adopted by the City Council on August 31, 2010.

As a result, the City Manager became the Chief Executive and Administrator and the Appointing Authority of the City rather than the Mayor effective November 5, 2012. Furthermore, Title 11-43-83, *Code of Alabama, 1975*, requiring the Mayor to sign all contracts is no longer applicable.

5. All ordinances intended to be of permanent operation shall be adopted by the City Council (Title 11-45-2(b), *Code of Alabama, 1975*) and signed by the Mayor (Title 11-45-3, *Code of Alabama, 1975*). Municipalities in Alabama are authorized by Title 11-40-1, *Code of Alabama, 1975*, to contract and be contracted with. The Supreme Court of Alabama has held that the city Council must approve the execution and delivery of contracts by ordinance or resolution (*Van Antwerp v. Board of Com'rs of City of Mobile*, 217 Ala. 201 (1928), and *Town of Boligee v. Greene County*, 77 So.3d 1166 (2011)).

It is my legal opinion that if municipal contracts must be approved and adopted by ordinance or resolution enacted by the City Council and such ordinance or resolution must be signed by the Mayor, then in such event the Mayor must sign the contract, especially in light of the language of Title 11-43A-48, *Code of Alabama, 1975*.

The Supreme Court of Alabama has also held that the statute relating to the requirements for execution of contracts entered into by a municipality is mandatory (*Council v. City of Dothan*, 236 Ala. 166 (1938)). Having both the City Manager and Mayor sign such contracts provides the maximum legal protection for the City of Vestavia Hills in my judgment.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal stroke at the end.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by hand)

RESOLUTION NUMBER 4919

A RESOLUTION ACCEPTING A BID FOR A POLICE MOTORCYCLE

WHEREAS, invitations to bid were sent to vendors for a police motorcycle; and

WHEREAS, bids were opened in the Council Chambers at 10:00 AM, January 4, 2017 with one (1) bid(s) submitted; and

WHEREAS, the bid was reviewed by the Police Chief and recommendation was made to the City Manager by Interoffice Memorandum dated January 20, 2017 (Exhibit "A") for acceptance of the bidder, Honda of Cool Springs, based upon specifications, availability, delivery and color, in an amount not to exceed a base price of \$22,900 with a 36-month warranty at \$690 and accessories at \$700 each; and

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

1. The bid submitted by Honda of Cool Springs, as per attached detail, is hereby accepted at a cost not to exceed \$24,290 per motorcycle; and
2. This resolution to become effective immediately upon adoption by the City Council.

APPROVED and ADOPTED this the 13th day of February, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

VESTAVIA HILLS POLICE DEPARTMENT



To: Jeff Downes

MEMO

From: Chief Rary *ORR*

Date: 20 Jan 17

CC: Becky Leavings

Re: Motorcycle bid

We only received one returned bid for the motorcycle. The Motorcycle is a Budget 2017 item.

Vendor	Total Bid
Honda of Cool Springs	\$22,900.00 (Base Prince)
Warranty 36 months	690.00
Accessories	700.00

I would recommend the City award the bid to Honda of Cool Springs.

RESOLUTION NUMBER 4921

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 4921 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 13th day of February, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Brian Davis
Sent: Monday, February 06, 2017 9:38 AM
To: Rebecca Leavings
Cc: Jason Burnett
Subject: Taurus

Becky, we would like the council to declare a 1999 Ford Taurus surplus. The VIN is IFAFP53U9XAI57036. It was the senior transportation vehicle, which has recently been replaced.

Please let me know if you need anything else.

"Patience and perseverance have a magical effect before which difficulties disappear and obstacles vanish." John Quincy Adams



Brian C. Davis, Director
Department of Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216
P 205 978 0150 | vhal.org

  WWW.ALIFEABOVE.ORG

From: Jason Burnett
Sent: Friday, February 03, 2017 8:14 AM
To: Brian Davis <bdavis@vhal.org>
Subject: RE: Jeep

Ford Taurus
IFAFP53U9XAI57036

Now that we have a new senior transportation vehicle, we will use the Chevy Impala senior transportation car out at Cahaba Heights, which will replace the need for this Ford Taurus (old senior transportation vehicle).



VESTAVIA HILLS FIRE DEPARTMENT

MEMORANDUM

TO: Jeff Downes, City Manager
FROM: Jim St. John, Fire Chief *JS*
DATE: February 7, 2017
RE: Surplus Equipment

The Fire Department is currently having an older rescue unit's body transferred onto a new chassis; this will create an unusable chassis.

I recommend that the 2009 Chevrolet C-4500, VIN 1GBE4V1919F403116 with City of Vestavia Hills property tag #16113 be sold as surplus. I also recommend that the City Council authorize you to sell and or dispose of the above-referenced property in order to obtain the best resale value of said vehicle.

RESOLUTION NO. 4923

A RESOLUTION APPROVING DISCLOSURE CONTROLS AND PROCEDURES AND CERTAIN RELATED MATTERS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, as follows:

Section 1. The City Council has found and determined, and does hereby find, determine and declare as follows:

(a) When City of Vestavia Hills, Alabama, a municipal corporation organized under the laws of the State of Alabama (the “City”), issues general obligation or revenue bonds, warrants, notes or other obligations or when the City is committed by contract or other arrangement to support payment of all or part of the debt service on bonds, warrants, notes or other obligations, the City typically prepares a preliminary offering statement and a final offering statement and the City typically agrees to comply with the continuing disclosure filing requirements of Rule 15c2-12 of the United States Securities and Exchange Commission (the “SEC”).

(b) In order to ensure compliance with the City’s disclosure obligations under federal securities laws, the City Council of the City desires to adopt disclosure controls and procedures for reviewing, updating and maintaining such offering statements and continuing disclosure filings and to approve certain related matters.

Section 2.

(a) The City Council of the City does hereby approve, authorize, ratify and confirm the “Municipal Securities Post-Issuance Disclosure Policy” in the form attached hereto as Exhibit A and presented to the City Council of the City at this meeting, and, by adopting such disclosure controls and procedures and by requiring staff of the City to adhere to such disclosure controls and procedures, the City hereby formalizes appropriate controls and procedures to ensure compliance with the City’s disclosure obligations under the federal securities laws.

(b) The City Council of the City hereby (a) designates the Mayor and City Manager to implement such disclosure controls and procedures and (b) authorizes the Mayor and City Manager, on a periodic basis, to review, and update as necessary, such disclosure controls and procedures.

Section 3. The officers of the City and any person or persons designated and authorized by any officer of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to pay or cause to be paid on behalf of the City such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the City, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this resolution and the disclosure controls and procedures approved hereby.

Section 4. Each act of any officer or officers of the City or any person or persons designated and authorized to act by any officer of the City, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution, is hereby ratified, confirmed, approved and adopted.

Section 5.

(a) All ordinances, orders or resolutions of the City, or any part or provision of any thereof, in conflict or inconsistent with the provisions of this resolution are hereby, to the extent of such conflict or inconsistency, repealed.

(b) This resolution shall take effect immediately.

After said resolution had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes: Ashley C. Curry, Mayor
Kimberly Cook
Paul J. Head
George Pierce
Rusty Weaver

Nays: None

The Mayor thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

* * * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Minutes approved:

Mayor

Mayor Pro-Tem

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on February 13, 2017, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the City Council on such date; and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this ____ day of February, 2017.

Clerk of the City of Vestavia Hills,
Alabama

SEAL

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**

The City Council of the City of Vestavia Hills met in regular public session at the Vestavia Hills Municipal Center in the City of Vestavia Hills, Alabama, at 6:00 p.m. on February 13, 2017. The meeting was called to order by the Mayor, and the roll was called with the following results:

Present: Ashley C. Curry, Mayor
 Kimberly Cook
 Paul J. Head
 George Pierce
 Rusty Weaver

Absent:

* * *

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution was introduced in writing by the Mayor, and considered by the City Council:

Municipal Securities Post-Issuance Disclosure Policy

**City of Vestavia Hills,
Alabama**

**1032 Montgomery Highway
Vestavia Hills, AL 35216**

TABLE OF CONTENTS

A.	Purpose.....	1
B.	Scope.....	1
C.	Responsibility of the Disclosure Working Group.....	1
D.	Annual Reporting Requirements.....	2
E.	Event Notice Requirements	2
F.	Voluntary Disclosure Requirements	4
G.	Third Party Information/Quarterly Disclosure Requirements	5
H.	Coordinating Continuing Disclosure with Primary Disclosure	5
I.	Website Disclosure	6
J.	Training for Employees and Issuer Officials	6
K.	Disclosure Dissemination Agent.....	6
L.	Effective Date	7

Appendix A

Continuing Disclosure Agreements and Requirements

Appendix B

CUSIPs

Appendix C

Digital Assurance Certification (“DAC”) Securities and Exchange Commission
No Action Letter

A. Purpose

1. The City of Vestavia Hills, Alabama (the “City”) is committed to providing timely and consistent dissemination of financial information in accordance with Securities and Exchange Commission (“SEC”) Rule 15c2-12 (the “Rule”) and the City’s continuing disclosure undertakings.
2. This policy affirms the City’s commitment to fair post-issuance disclosure. The goal is to establish and maintain guidelines for presenting related financial reports and events to interested third parties, financial institutions and the general public in compliance with the Rule and the City’s continuing disclosure undertakings.

B. Scope

This policy covers all City employees and officials of the City. It covers disclosure documents filed with the SEC, statements made in the City’s Audited Financial Statements and in any unaudited interim reports, as well as public statements made by authorized City officials.

C. General Responsibility of the Disclosure Working Group

1. The City has established a Disclosure Working Group (“DWG”) consisting of the Mayor, City Manager and Finance Director. In connection with each primary offering subject to the Rule, as well as annually in connection with its continuing disclosure filings required by the Rule, the DWG will systematically review filings, reports and other public statements to determine whether any updating or correcting of information is appropriate. The DWG will review and update, if necessary, this disclosure policy on an annual basis. Finally, the DWG will react quickly to developments and events that affect the City and notify its dissemination agent or the SEC, when appropriate.
2. The City’s primary spokesperson related to the City’s financial information, debt and financings, and other financial reports and events is the City’s City Manager. Others within the City may, from time to time, be designated by the City Manager as spokespersons on behalf of the City and respond to specific inquiries. It is essential that the DWG be fully apprised of all material developments of the City in order to evaluate, discuss those events and determine the appropriateness and timing for release.
3. The City or its designated agent will provide continuing disclosure documents and related information to the Municipal Securities Rulemaking Board’s EMMA System <http://dataport.emma.msrb.org>. The continuing disclosure documents, which include annual financial statements, operating data of the City and event notices, will be

posted to the EMMA website by the City's Disclosure Dissemination Agent, Digital Assurance Certification, LLC ("DAC"), or its successor.

4. In addition to the foregoing, the DWG shall, prior to the publication of any official statement with respect to long-term indebtedness of the City and prior to the issuance or filing of any information or report hereunder, meet and review the following to determine whether such official statement or report fully and accurately presents the financial condition and operations of the City and does not omit any material information regarding the City:
 - a. the most recent budget and audited financial statements of the City, and any recommendations of auditors of the City;
 - b. the most recent official statements of the City;
 - c. the current internal projections of revenues and expenditures of the City, the reasonableness of any assumptions with respect thereto, and any internal or external risks to the City that may affect such assumptions;
 - d. the current insurance position of the City;
 - e. the current exposure to investment losses of the City;
 - f. any pending or threatened litigation affecting the City;
 - g. information regarding uninsured risks affecting the City.
5. The DWG shall undertake any additional investigations or modifications that may be necessary, as a result of the review process conducted pursuant to paragraph 4, to ensure accurate and complete disclosure on the part of the City.

D. Annual Reporting Date Requirements

Appendix A contains the Continuing Disclosure Agreements and the disclosure requirements for the debt issues which are subject to the Rule. The CUSIP numbers for each of these debt issues are attached as Appendix B. For a current list of the City's debt issues, including those which are not subject to the Rule, please refer to the City's long-term debt note found in its most current Audited Financial Statements.

E. Event Notice Requirements

1. For any debt issues (subject to SEC Rule 15c2-12) issued on or after December 1, 2010, the following events would need to be provided to the City's Disclosure

Dissemination Agent, for further filing with the MSRB, within ten (10) business days of their occurrence.

Unless otherwise specified, the City's Finance Director will be responsible for monitoring the occurrence of these events, determining (if necessary) their materiality, and notifying the Dissemination Agent of the occurrence of an event for further filing with the MSRB:

- Principal and interest payment delinquencies
 - Non-payment related defaults, if material
 - Unscheduled draws on debt service reserves reflecting financial difficulty
 - Unscheduled draws on credit enhancements reflecting financial difficulty
 - Substitution of credit or liquidity providers, or their failure to perform
 - Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices of determination with respect to the tax status of the security or other material events affecting the tax status of the security
 - Modifications to rights of security holders, if material
 - Bond calls, if material, and tender offers
 - Defeasances
 - Release, substitution, or sale of property securing repayment of the securities, if material
 - Rating changes
 - Bankruptcy, insolvency, receivership or similar event of the obligated person
 - The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
 - Appointment of a successor or additional trustee or the change of name of a trustee, if material.
2. For any debt issues (subject to SEC Rule 15c2-12) issued prior to December 1, 2010, the following events, if determined to be material, would need to be provided to the City's Disclosure Dissemination Agent, for further filing with the MSRB, "in a timely manner."
- Principal and interest payment delinquencies

- Non-payment related defaults
- Unscheduled draws on debt service reserves reflecting financial difficulty
- Unscheduled draws on credit enhancements reflecting financial difficulty
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, or events affecting the tax-exempt status of the security
- Modifications to rights of security holders
- Bond calls
- Defeasances
- Release, substitution, or sale of property securing repayment of the securities
- Rating changes

In addition, the City's Finance Director will be responsible for providing notice, in a timely manner, of a failure to provide any of the City's required annual financial information by the date specified in the continuing disclosure undertaking.

F. Voluntary Disclosure Requirements

1. In addition to preparing annual reports and event notices, the City may wish to keep investors informed by providing information that is not required to be provided under the Rule (for example, direct placements with banks, i.e., "bank loans") or its continuing disclosure undertakings. Examples of such types of information are investments, interim financial information, capital improvement plans, fund balance policies, etc. and financial forecasts.
2. Because providing this information is voluntary, the City's Finance Director must constantly monitor and seek out events which may impact the City, so that a determination can be made if the event should be disclosed.
3. The below list is comprised of events and financial disclosure which the MSRB has suggested issuers may wish to voluntarily disclose. Some of these are not applicable to the City's bonds, but the DWG may wish to consider filing some of these with the City's Disclosure Dissemination Agent for further filing with the MSRB:
 - a. "amendment to continuing disclosure undertaking;"

- b. "change in obligated person;"
- c. "notice to investors pursuant to bond documents;"
- d. "certain communications from the Internal Revenue Service;"
- e. "secondary market purchases;"
- f. "bid for auction rate or other securities;"
- g. "capital or other financing plan;"
- h. "litigation/enforcement action;"
- i. "change of tender agent, remarketing agent, or other on-going party;"
- j. "derivative or other similar transaction;"
- k. "other event-based disclosures;"
- l. quarterly/monthly financial information;"
- m. "change in fiscal year/timing of annual disclosure;"
- n. "change in accounting standard;"
- o. "interim/additional financial information/operating data;"
- p. "budget;"
- q. "investment/debt/financial policy;"
- r. "information provided to rating agency, credit/liquidity provider or other third party;"
- s. "consultant reports;" and
- t. "other financial/operating data."

4. Evidence of the filings for each of the above event notices, when made, shall be maintained on the DAC system, for so long as DAC is the City's Disclosure Dissemination Agent.

5. Also, if the City maintains an “Investor Relations” website, or routinely posts City member packages, including interim financial information, capital improvement plans, etc. on its website, the City’s Finance Director should review and, in some cases, the DWG should “reissue” the posted material with an explanatory note (e.g., the interim financial information is presented on a cash, as opposed to accrual basis).

G. Third Party Information/Quarterly Disclosure Requirements

Currently, the City is not required to file interim financial information. In the future, if such filings are required in continuing disclosure undertakings, the City’s Finance Director will notify the Disclosure Dissemination Agent for assistance when these filings become necessary.

H. Coordinating Continuing Disclosure with Primary Disclosure

1. It is expected that the DWG will be responsible for collecting and reviewing information set forth in official statements prepared in connection with new bond offerings.
2. The “Management’s Discussion and Analysis” from the prior year’s audited financial statements should be reviewed to ensure that the unaudited information which was provided in that portion of the financial statements is updated.
3. Careful review of the long-term debt notes in the financial statements and the checking of all bond ratings before each EMMA filing should be made. Measures should be taken to assure information publicly available to investors is accurate.
4. Coordination between the DWG and the City’s website manager is essential before posting of any financial information is made.

I. Website Disclosure; Public Statements Regarding Financial Information

1. The DWG will be responsible for monitoring website content and reviewing the information set forth on such website. Appropriate “disclaimer” language on the website will be considered in order to educate the viewer in terms of where information intended for investors can be found and the investor’s acknowledgement of the limitations of such reliance.
2. Whenever the City makes statements or releases information relating to its finances to the public that is reasonably expected to reach investors and the trading markets (including Periodic Reports, financial reports and statements contained on the City’s web site, and other financial reports and statements of the City), the City is obligated

to ensure that such statements and information are complete, true, and accurate in all material aspects. The Disclosure Coordinator shall have primary responsibility for ensuring that such statements and information are accurate and not misleading in any material aspect. The Disclosure Coordinator and Disclosure Counsel shall work together to ensure that all public statements and information released by the City are accurate and not misleading in any material aspects.

J. Training for DWG and Issuer Officials

1. For City officials, compliance with federal securities law should be considered as important as compliance with local public meetings and records laws. An annual review of the continuing disclosure policies of the City will be attended by members of the DWG.
2. Additionally, on-going education will involve guest speakers, webinars and conference attendance, as well as, continuing legal and accounting education courses. Applicable policies and procedures will be updated by the City to reflect such changes on an as-needed basis.
3. At least every two (2) years, the DWG will undergo training regarding Rule 15c2-12 under the Securities Exchange Act of 1934, and an overview of the City's obligations under the federal securities laws. Such training may include, but is not limited to, attending post-issuance compliance sessions, teleconferences, or webinars presented by (1) Digital Assurance Certification, LLC, (2) the Alabama League of Municipalities, (3) Government Finance Officers Association, National Association of Bond Lawyers or other similar trade organizations, and (4) public finance law firms.
4. Upon completion of the training, such persons will provide written certification that they have completed the disclosure training and that they have reviewed and understand this Disclosure Controls manual and Rule 15c2-12 under the Securities Exchange Act of 1934 and that they will comply with this Disclosure Controls manual.
5. Not later than sixty (60) business days after the end of each fiscal year of the City in which disclosure training is conducted, the City Manager shall provide written certification to the City Council that the disclosure training has been completed.

K. Disclosure Dissemination Agent

1. The SEC has recognized Digital Assurance Certification with the issuance of a "No Action" Letter. A copy of this SEC letter is posted to DAC's website at www.dacbond.com and in Appendix C.

DAC also offers 15-20 hours of CPE credit annually on topics related to municipal securities, in which the City's employees and officials may participate. Updated schedules of upcoming webinars are available on www.dacbond.com.

L. Effective Date

This Policy shall become effective immediately.

Appendix A
Continuing Disclosure Agreements and Requirements

Appendix B

CUSIPs

Obligor: Vestavia Hills, City of, AL			
Name of Bond Issue	Dated Date	CUSIP Number(s)	Bond Status
1 City of Vestavia Hills, Alabama, General Obligation Warrants, Series 2016, \$11,810,000, Dated: July 14, 2016	07/14/2016	925479PU5 925479PV3 925479PW1 925479PX9 925479PY7 925479PZ4 925479QA8 925479QB6 925479QD2	active
2 City of Vestavia Hills, Alabama, General Obligation Warrants, Series 2015, \$9,205,000, Dated: September 17, 2015	09/17/2015	925479PD3 925479PE1 925479PF8 925479PG6 925479PH4 925479PJ0 925479PK7 925479PL5 925479PM3 925479PN1 925479PP6 925479PQ4 925479PR2	active
3 City of Vestavia Hills, Alabama, General Obligation Warrants, Series 2014, \$9,605,000, Dated: January 30, 2014	01/30/2014	925479NQ6 925479NR4 925479NS2 925479NT0 925479NU7 925479NV5 925479NW3 925479NX1 925479NY9 925479NZ6 925479PA9 925479PB7 925479PC5	active
4 City of Vestavia Hills, Alabama, General Obligation Warrants, Series 2013-A, \$10,000,000, Dated: December 30, 2013	12/30/2013	925479NM5 925479NN3 925479NP8	active
5 City of Vestavia Hills, Alabama, General Obligation Warrants (Federally-Taxable - Qualified Energy Conservation Bonds - Direct Pay), Series 2013, \$4,245,000, Dated: May 15, 2013	05/15/2013	925479NL7	active
6 City of Vestavia Hills, Alabama, General Obligation Warrants, Series 2012, \$11,000,000, Dated: June 1, 2012	06/01/2012	925479NA1 925479NB9 925479NC7 925479ND5 925479NE3 925479NF0 925479NG8 925479NH6 925479NJ2 925479NK9	active
7 City of Vestavia Hills, Alabama, General Obligation Warrants, Series 2009-A, \$10,940,000, Dated: December 29, 2009	12/29/2009	925479LY1 925479LZ8 925479MA2 925479MB0 925479MC8 925479MD6 925479ME4 925479MF1 925479MG9 925479MH7 925479MJ3 925479MK0 925479ML8	active
8 City of Vestavia Hills, Alabama, Taxable General Obligation Warrants (Direct-Pay Build America Bonds), Series 2009-B, \$6,070,000, Dated: December 29, 2009	12/29/2009	925479MM6 925479MN4 925479MP9 925479MQ7 925479MR5 925479MS3 925479MT1 925479MU8 925479MV6 925479MW4 925479MX2 925479MY0 925479MZ7	active
9 City of Vestavia Hills, Alabama, General Obligation Warrants, Series 2008, \$9,615,000, Dated: November 1, 2008	11/01/2008	925479LK1 925479LL9 925479LM7 925479LN5 925479LP0 925479LQ8 925479LR6 925479LS4 925479LT2 925479LU9 925479LV7 925479LW5 925479LX3	active

Appendix C
Digital Assurance Certification
Securities and Exchange Commission
No Action Letter
Dated September 21, 2001



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

September 21, 2001

Monty Humble, Esq.
Vinson & Elkins LLP
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-7700

Re: Digital Assurance Certification L.L.C.

Based on your representations and the facts presented in your letter dated September 7, 2001 (the "Request"), the Division of Market Regulation will not recommend any enforcement action to the Commission against any broker, dealer, or municipal securities dealer (each, a "dealer") for violation of Subsection (c) of Rule 15c2-12 of the Securities Exchange Act of 1934 because the dealer uses the DAC Database as its source of Information in the procedures it establishes in order to have reasonable assurance that it will receive prompt notice of any event disclosed pursuant to paragraph (b)(5)(i)(C), paragraph (b)(5)(i)(D), and paragraph (d)(2)(ii)(B) of Rule 15c2-12 for DAC Bonds.

For purposes of this letter, the "DAC Database" is an Internet-accessible database maintained by Digital Assurance Certification L.L.C. ("DAC") and a municipal security included in the DAC Database is a "DAC Bond." "Information" refers to the Annual Financial Information, Audited Financial Statements, Notice Event notices, and Voluntary Reports, as such terms are used in the Request.

In reaching this position, we note in particular that:

1. Pursuant to a Continuing Disclosure Agreement for a DAC Bond, the issuer or obligated person will name DAC as its exclusive dissemination agent. The issuer or obligated person will agree to provide DAC with the Annual Financial Information and Audited Financial Statements (certified by a designated representative of the issuer or obligated party) by deadlines described in the Agreement and with all Notice Events notices and Voluntary Reports (each certified by a designated representative of the issuer or obligated party) for filing with nationally recognized municipal securities information repositories, state information depositories and/or the Municipal Securities Rulemaking Board (collectively, "Repositories") as required by Rule 15c2-12. DAC will agree to make such filings promptly upon its receipt of the Information.

2. DAC will be irrevocably instructed by the issuer or obligated person to file Notice Event notices of failure to file annual financial information with the appropriate Repositories at the times and under the circumstances which you have described in the Request.
3. Information in the DAC Database, including Notice Event notices, will be identical to the information DAC files with the Repositories.
4. Whenever DAC enters into a Continuing Disclosure Agreement with respect to an issue of municipal securities that is already outstanding, it will use its best efforts to obtain all Information with respect to that issue from the Repositories and include that Information in the DAC Database.

This no-action position is expressly conditioned on the current and continuing accuracy of the facts and representations contained in the Request; any different facts or conditions might require a different response. This position is based on current laws, rules, and regulations governing participants in, and the markets for, municipal securities. Any changes in such laws, rules, or regulations may supersede this no-action position or require the Division to reevaluate its position. In addition, DAC shall advise the Division of any material change in its standard form of Continuing Disclosure Agreement or the operations and procedures described in the Request, and, if possible, shall provide such information 30 days prior to any contemplated change, to enable the Division to reevaluate this no-action position in light of such change.

This no-action position is subject to modification or revocation at any time the Division determines that such action is necessary or appropriate. The Division may, from time to time, request that DAC provide it with additional information concerning the DAC Database and the DAC System referred to in the Request.

The position expressed herein is the Division's position on enforcement action only; it does not represent a legal conclusion on the question presented.

Sincerely,



Martha Mahan Haines, Chief
Office of Municipal Securities

Digital Assurance Certification ("DAC") Securities and
Exchange Commission No Action Letter

RESOLUTION NUMBER 4922

A RESOLUTION AUTHORIZING THE CITY MANAGER TO DO ALL ACTIONS NECESSARY TO REPLACE A 7.5 TON HVAC SYSTEM AT THE PRESS BOX/CONCESSION STAND LOCATED AT WALD PARK

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

1. The City Manager is hereby authorized to replace a 7.5 ton HVAC system at the press box/concession stand at Wald Park at a cost not to exceed \$9,000; and
2. An explanation of the need for this replacement along with a proposed agreement with H&M Mechanical Comfort Systems USA is marked as Exhibit A, attached to and incorporated into this Resolution Number 4922; and
3. This Resolution Number 4922 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 13th day of February, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Vestavia Hills Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216**

INTEROFFICE MEMO

Date: January 31, 2017

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: HVAC at Wald Park Press Box/Concession Stand

The HVAC unit at the subject location has stopped functioning. Our contractor, H&M Mechanical has tried to get it working properly, but due to the age of the unit (1997), and the reversing valve issue, they have recommended replacement. It is an R22 unit, and Freon has also been an issue. It's a closed system, so if the valve is replaced there is no guarantee the compressor will continue to work. This happens when a unit gets to this age. The cost of \$917.47 was taken off the price of the unit, according to our contract terms. This is a 7.5 ton unit.

Due to the season fast approaching, I am asking that the council consider this purchase for unanimous consent in order to have the unit replaced as soon as possible. The cost for replacement is \$8,929.47, and it is not budgeted in the current FY2017 budget.

Attachment: Memo from H&M mechanical

CC: Jeff Downes
Jason Burnett
David Myers

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

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

February 8, 2017

By Hand Delivery

Mr. Brian Davis
Director of Public Works
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Agreement Between City of Vestavia Hills, Alabama and H&M Mechanical, Inc.

Dear Mr. Davis:

On February 3, 2017, you sent to me via electronic mail a Proposal by H&M Mechanical, Inc. ("H&M") offering to install an HVAC 7½-ton unit at the Wald Park Press Box/Concession Stand for and in consideration of \$8,929.47. The Proposal included Project Terms and Conditions, along with a Submittal setting forth the specifications of the unit (collectively referred to as "Proposal"). You have requested that I review the Proposal and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I do not recommend that the City accept the Proposal as submitted for the following reasons:

1. Municipalities in Alabama are not subject to the payment of sales taxes. Therefore, section 7 must be deleted.
2. Municipalities in Alabama cannot agree to provisions in a contract that limit the remedy and liability of the other contracting party as required by section 10 of the Proposal.
3. Municipalities in Alabama cannot indemnify third parties as required by sections 12 and 15 of the Proposal.
4. The immigration language as required by Title 31-13-9(k), *Code of Alabama, 1975*, is not contained in the Proposal.
5. The Proposal does not require Worker's Compensation coverage.
6. There is no requirement for the Contractor to have insurance.

7. There is no language requiring the Contractor to indemnify the City.
8. I did not receive a copy of the entire Proposal. At least, the signature page was not sent to me.

MY RECOMMENDATION

I received your message that time is of the essence regarding this matter and that you will request that the City Council approve an agreement for this work by unanimous consent for immediate consideration at its meeting on February 13, 2017. Rather than swap documents with modifications to the Proposal, I simply drafted the contract that the City has used on projects of a similar nature.

I enclose the contract and recommend its approval from a legal standpoint. The City and Contractor can avoid the payment of sales tax on the unit by the process set forth in Title 40-9-14.1, *Code of Alabama, 1975*.

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
Enclosure

cc: City Manager Jeffrey D. Downes (by hand-w/encl.)
City Clerk Rebecca Leavings (by hand-w/encl.)

Section

40-9-39. Food pantries in Talladega County.

40-9-39.1. Exemptions; durable medical equipment; other medial devices. [Repealed].

ARTICLE 1

GENERAL PROVISIONS

§ 40-9-14.1. Materials tax exemption for governmental entities projects.

(a) For the purposes of this section, the term "governmental entity" means the State of Alabama and its political subdivisions, including a county, a municipality, and an industrial or economic development board or authority. A governmental entity shall also include an educational institution of any of the foregoing Alabama political subdivisions including a public college or university, a county or city board of education, and the State Board of Education.

(b)(1) The Department of Revenue shall issue a certificate of exemption to the governmental entity for each tax exempt project.

(2) The Department of Revenue shall grant a certificate of exemption from state and local sales and use taxes to any contractor licensed by the State Licensing Board for General Contractors, or any subcontractor working under the same contract, for the purchase of building materials, construction materials and supplies, and other tangible personal property that becomes part of the structure that is the subject of a written contract for the construction of a building or other project, not to include any contract for the construction of any highway, road, or bridge, for and on behalf of a governmental entity which is exempt from the payment of sales and use taxes.

(c) The use of a certificate of exemption for the purchase of tangible personal property pursuant to this section shall include only tangible personal property that becomes part of the structure that is the subject of the construction contract. Any contractor or subcontractor purchasing any tangible personal property pursuant to a certificate of exemption shall maintain an accurate cost accounting of the purchase and use of the property in the construction of the project.

(d) A contractor who has an exemption from sales and use tax for the purchase of materials to use on a government project shall file, in a manner as prescribed by the department, reports of all exempt purchases. The reports shall be filed as a prerequisite to renewal of a certificate of exemption.

(e)(1) The department may assess any contractor or subcontractor with state and local sales or use taxes on any item purchased with a certificate of exemption not properly accounted for and reported as required.

(2) Any contractor or subcontractor who intentionally uses a certificate of exemption in violation of this section shall, in addition to the actual sales or use tax liability due, be subject to a civil penalty levied by the department in the amount of not less than a minimum of two thousand dollars (\$2,000) or

two times any state and local sales or use tax due for the property and, based on the contractor's or subcontractor's willful misuse of the certificate of exemption, may be barred from the use of any certificate of exemption on any project for up to two years.

(f) The department may adopt rules to implement this section in order to effectuate the purposes of this section and to provide for accurate accounting and enforcement of this section.

(g) In bidding the work on a tax exempt project, the bid form shall provide for an accounting for the tax savings.

(h) The intent of this section is to lower the administrative cost for the governmental entity, contractor, and subcontractor for public works projects. It is not the intent of this section to change the basis for determining professional services from fair market value, which may include sales and use taxes.

(i) This section shall be operative for contracts entered into January 1, 2014, or thereafter, and shall not apply to any contract entered into prior to January 1, 2014. In addition, this section shall not apply to any contract change orders or contract extensions, including revised, renegotiated, or altered contracts, when the original contract was entered into prior to January 1, 2014. The Department of Revenue may adopt rules to implement this section after October 1, 2013.

HISTORY:

Acts 2013, No. 13-205, §§ 1, 2, Oct. 1, 2013.

Effective dates.

Acts 2013, No. 13-205, effective October 1, 2013.

§ 40-9-14.2. Requirements; Annual certificate of exemption.

(a) All persons or companies, including but not limited to those cited in Title 40, Chapter 9, other than governmental entities, which have statutory exemption from the payment of Alabama sales and use taxes levied in, including but not limited to, Title 40, Chapter 23, or lodgings taxes levied in Title 40, Chapter 26, regardless of the type of transaction or whether the tangible personal property is subject to sales and use tax or whether the accommodations are subject to lodgings tax, shall be required to annually obtain a certificate of exemption from the Department of Revenue. This requirement does not supersede or replace the provisions of Section 40-9-14.1 or any other provision of statute requiring an entity to obtain a certificate of exemption.

This section only applies to entities that have been granted a general exemption from sales, use, or lodging taxes. The requirements of this section are not triggered by the purchase of tangible personal property that is exempt from sales and use tax.

(1) For purposes of this section, the term governmental entity means the Federal Government, the State of Alabama, Alabama public schools, Alabama public universities, healthcare authorities, Alabama counties and municipalities, and public corporations incorporated under any of the

provisions of Title 37, or C

(2) The ten other than the schools, or pr

(3) For pu Occupancy T

(4) For the have the sam of Alabama 1

(b) Certificat issuance and sh

company that f expiration, will exempt accomm

or company with conducted with reported as re

Department of certificate of ex

(c) Any perso in violation of it and lodgings ta

Department of l (\$2,000) or two the transactions willful misuse o

any certificate o (d) This secti companies on Ja

(e) The Depart ment this secti certificate for pe

(a), other than report from such the penalties pro

or companies in ture.

HISTORY:

Acts 2015, No. 15-6

Effective dates.

Acts 2015, 1st Sp S August 19, 2015.

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the _____ day of February, 2017, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and H&M Mechanical, Inc., an Alabama corporation (hereinafter referred to as "Contractor").

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama ("City") invited proposals for installation of an HVAC unit at the Wald Park Press Box/Concession Stand (hereinafter referred to as "the work,") which is more particularly described in Section II of this Contract; and

WHEREAS, the Contractor, H&M Mechanical, Inc., submitted a Proposal for the completion of work, which the City has determined to be the lowest, best and most responsible proposal received; and

WHEREAS, the City and the Contractor have agreed to the terms, provisions and conditions of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and Contractor mutually and expressly agree as follows:

I. CONTRACTOR

Contractor, H&M Mechanical, Inc., represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

II. GENERAL STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work necessary to install a 7.5 ton split system HVAC unit at the Wald Park Press Box/Concession Stand. A copy of the specifications entitled "Submittal" describing the 7.5 ton HVAC unit is attached hereto and incorporated into this contract by reference as though set out fully herein.

III. TERM OF CONTRACT

The work shall commence within seven (7) days following execution and delivery of this Contract and shall be completed within ten (10) days thereafter.

IV. CONTRACT PRICE

The contract price ^{is} in the amount of Eight Thousand Nine Hundred Twenty-nine and 47/100 Dollars (\$8,929.47).

V. PAYMENT OF CONTRACT PRICE

Payment of the contract price shall be paid by the City upon completion of the work.

VI. TERMINATION OF CONTRACT

The City shall have the right at any time to cancel and terminate this contract if Contractor breaches this contract upon seven (7) days advance written notice to the Contractor. In such cases, Contractor will be paid for all work actually performed prior to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

VII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor.

VIII. LICENSE

The Contractor shall be properly licensed prior to commencement of the work.

IX. QUALITY OF WORK

A. All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

B. A ninety (90) day labor and one (1) year parts warranty is included, which will begin at the completion of the project.

X. CREW INFORMATION

A. The Contractor shall properly supervise its employees at all times during the work performed by the Contractor.

B. The Contractor shall determine and decide the methodology of the work.

XI. SAFETY STANDARDS

A. All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.

B. Contractor shall be solely responsible for control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons within the area.

C. Contractor shall schedule the work during typical work hours for related services all in accordance with City ordinances, resolutions, rules and regulations.

XII. PROTECTION OF UNDERGROUND UTILITIES

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

XIII. DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of written notice to discontinue such practice.

XIV. INDEPENDENT CONTRACTOR

The Contractor, H&M Mechanical, Inc., is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama.

XV. IMMIGRATION

By signing this contract, the contracting parties affirm, for the duration of the contract, 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 contract and shall be responsible for all damages resulting therefrom.

XVI. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, as Owner, and its agents, employees and consultants, including the Mayor, City Manager, elected members of the City Council, (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

XVII. INSURANCE

Contractor agrees to obtain and maintain and keep in full force and effect during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- A. For personal injuries, including death, in an amount of not less than:
 - (i) \$500,000 for any one person occurrence
 - (ii) \$1,000,000 for any one occurrence

- B. For damage to property not belonging to Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 for any one accident
 - (ii) \$1,000,000 aggregate amount

- C. For personal injuries including death and/or for damages to property not belonging to Contractor (or his subcontractors) caused by automotive equipment used by Contractor (or his subcontractors) in an amount not less than:
 - (i) \$500,000 personal injury per person per occurrence
 - (ii) \$500,000 property damage per accident
 - (iii) \$1,000,000 personal injury per occurrence

- D. Workmen's Compensation, State, and Federal Statutory requirements plus:
 - (i) \$500,000 employer's liability per person

The above described insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills, Alabama and its agents, employees and

consultants, including the Mayor, elected members of the City Council as additional insureds there under.

XVIII. ADDITIONAL INSUREDS

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

B. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

C. Contain no exclusions of the additional insureds relative to job accidents; and

D. The policies must be on an "occurrence" basis.

XIX. ADDITIONAL SERVICES

The Contractor shall perform additional work as required by the City; provided, however, that the cost of said work be negotiated by and between the City and the Contractor and mutually agreed upon by and between the parties in writing.

XX. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City.

XXII. SUBCONTRACTORS

No proposed subcontractor shall be disapproved by the City except for cause.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions for the work embraced by the project.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.

The Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

XXII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to the Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XXIII. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the project area and public rights of way reasonably clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XXIV. MISCELLANEOUS

A. **NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. **WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

D. **CONSTRUCTION OF TERMS:** The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

E. **GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

G. **EXECUTION IN COUNTERPARTS:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. **BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.

I. **SEVERABILITY:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. **ENTIRE AGREEMENT:** This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and H&M Mechanical, Inc., an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the _____ day of February, 2017.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:
H&M MECHANICAL, INC.
An Alabama Corporation

By _____
Its _____

ATTESTED

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of February, 2017.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of February, 2017.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of H&M Mechanical, Inc., an Alabama corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said H&M Mechanical, Inc., an Alabama corporation.

Given under my hand and official seal, this the _____ day of February, 2017.

Notary Public

My Commission Expires:

SEAL

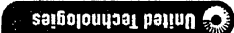
Wednesday, January 18, 2017

Date

~Untitled14

Project

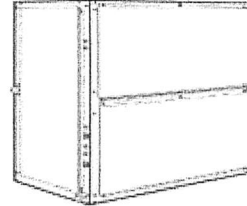
SUBMITTAL



Unit Report For 7.5 Ton

Project: ~Untitled14
 Prepared By:

01/18/2017
 11:25AM



Outdoor Unit Parameters

Unit Quantity:..... 1
 Unit Model:..... 38AUQ
 Unit Size:..... 7.5 Tons
 Voltage:..... 230-3-60 V-Ph-Hz
 No. of DX Circuits:..... 1

Indoor Unit Parameters

Unit Model:..... 40RUQ
 Unit Size:..... 7.5 Tons
 No. of Splits:..... 1
 Voltage:..... 230-3-60 V-Ph-Hz

System Parameter

System Quantity:..... 1
 Refrigerant Type:..... PURON
 Compressor Quantity:..... 1
 Compressor Type:..... Hermetic
 Std. Capacity Steps:..... 100
 Std. Min. Outdoor Temp(Cooling):..... 35.0 °F
 No. of Outdoor fans:..... 2

Outdoor Unit Dimensions and Weight

Unit Length:..... 4' 11.4"
 Unit Width:..... 3' 9.9"
 Unit Height:..... 3' 6.4"
 Unit Shipping Weight:..... 429 lb
 Unit Operating Weight:..... 483 lb

Indoor Unit Dimensions and Weight

Unit Length:..... 4' 1.0"
 Unit Width:..... 2' 4.2"
 Unit Height:..... 4' 8.1"
 Unit Shipping Weight:..... 385 lb
 Unit Operating Weight:..... 385 lb

Warranty Information (Note: for US & Canada only)

NOTE: Please see Warranty Catalog 808-218 for explanation of policies and ordering methods.

Ordering Information

Part Number	Description	Quantity
Base Unit - Outdoor		
38AUQA08A0A5-0A0A0		1
	Base Unit	
	Al/Cu Condensing Coil	1
	Standard Refrigerant Options	1
	Service Options - None	1
	Electrical Options - None	1
	Packaging Options - Standard	1
	Standard Electrical Mechanical Controls	1
	Refrig Circ/Compressor Staging - Single Circuit, Single Stage	1
Base Unit - Indoor		
40RUQA08A2A6-0A0A0		1
	Base Unit	
	Std Static, Std Eff Motor / Medium Drive	1
	Cabinet Paint - None	1
	None - No Controller	1

CAELHEAT007A00	15.0 kW, 240-3-60 Electric Heater	1
----------------	-----------------------------------	---

Unit Report For 7.5 Ton
Project: ~Untitled14
Prepared By:
01/18/2017 11:25AM

Performance Summary For 7.5 Ton
Project: ~Untitled14
Prepared By:
01/18/2017 11:25AM

System:..... **38AUQ008/40RUQ008**
 System Quantity:..... **1**
 Altitude:..... **0.0** ft
 EER @ ARI Conditions:..... **11.0**
 IEER:..... **12.0**
 Hi_TempCOP:..... **3.3**
 IPLV:..... **NA**
 Suction Line Loss:..... **1.4** °F
 System meets ASHRAE 90.1 min EER requirement.

Liquid and Suction Line Sizing

Pipe Length	Liquid Line Size	Suction Line Size
0 - 25	1/2	1 1/8
26 - 50	1/2	1 1/8
51 - 75	1/2	1 1/8
76 - 100	1/2	1 1/8

Outdoor Unit Parameters

Unit Quantity:..... **1**
 PartNumber:..... **38AUQA08A0A5-0A0A0**
 Unit Model:..... **38AUQ**
 Unit Size:..... **7.5 Tons**
 No. of DX Circuits:..... **1**
 Voltage:..... **230-3-60** V-Ph-Hz
 Clg Ent Air DB:..... **95.0** °F
 Htg Ent Air DB:..... **47.0** °F

Outdoor Electrical Data

Unit Voltage:..... **230-3-60** V-Ph-Hz
 Unit#1 MCA:..... **35.0** Amps
 Unit#1 MOCP:..... **50.0** Amps
 Total Compressor Power of Unit #1:..... **NA**
 Voltage Range Min:..... **187** V
 Voltage Range Max:..... **253** V
 Compressor RLA:..... **25.2**
 Compressor LRA:..... **164**
 Compressor Quantity:..... **1**
 Fan Motors Qty:..... **2**
 Notice: Outdoor unit elect. data is based on 230-3-60

Indoor Unit Parameters

PartNumber:..... **40RUQA08A2A6-0A0A0**
 Unit Model:..... **40RUQ**
 Unit Size:..... **7.5 Tons**
 Coil Rows:..... **4**
 No. of Splits:..... **1**
 Voltage:..... **230-3-60** V-Ph-Hz
 Actual Airflow:..... **3000.0** CFM
 Standard Airflow:..... **3000.0** CFM
 Total Clg Cap.(Gross):..... **91.8** MBH
 Sensible Clg Cap.(Gross):..... **68.0** MBH
 Ent Air DB:..... **80.0** °F
 Ent Air WB:..... **67.0** °F
 Ent Enthalpy:..... **31.44** BTU/lb
 Lvg Air DB:..... **59.0** °F
 Lvg Air WB:..... **57.4** °F
 Lvg Enthalpy:..... **24.64** BTU/lb
 Coil Bypass Factor:..... **NA**

Accessory Heating

Performance Summary For 7.5 Ton

Project: ~Untitled14
Prepared By:

01/18/2017
11:25AM

Heating Type:	Electric	
Acc Htg Capacity:	47.00	MBH
Acc Htg Ent. Air Temp:	60.0	°F
Acc Htg Lvg. Air Temp:	74.5	°F
Acc Heater Nominal Voltage:	240-3-60	
Acc Heater Nominal kW:	15.0	kW
Acc Heater Actual Voltage:	230-3-60	
Acc Heater FLA:	34.6	amps
Acc Stage 1 Actual kW:	13.8	kW
Acc Stage 2 Actual kW:	0.0	kW

Heat Pump System

Htg HP Capacity:	84.60	MBH
Htg HP Integrated Capacity:	84.60	MBH
Heating HP Compressor Power:	6.29	kW
Htg Ent Air DB Temp:	70.0	°F
Htg Lvg Air DB:	96.1	°F
High Temp COP:	3.3	

Indoor Supply Fan

Indoor Unit External Static:	0.60	in wg
Economizer Loss:	0.00	in wg
Grille Loss:	0.00	in wg
Plenum Loss:	0.00	in wg
Acc. Heating Loss:	0.10	in wg
Total Ext Static:	0.70	in wg
Fan Speed:	788	RPM
Fan Power:	1.21	BHP
Fan Motor Max:	2.40	BHP
Fan Motor FLA:	5.2	Amps
Motor and Medium Static Drive Required.		
Selected Medium Static Drive Range: 733 - 949		

Indoor Electrical Data

Unit Voltage:	230-3-60	V-Ph-Hz
Unit MCA:	51.6	Amps
Unit MOCP:	60.0	Amps
Notice: Indoor unit elect. data is based on 230-3-60		

Indoor Electrical Data on Units produced on or prior to 05/31/2015

Fan Motor FLA:	6.9	Amps
Unit MCA:	53.7	Amps
Unit MOCP:	60.0	Amps

Indoor Electrical Data on Units produced on or after 06/01/2015

Fan Motor FLA:	5.2	Amps
Unit MCA:	51.6	Amps
Unit MOCP:	60.0	Amps

Acoustics

Sound Power Levels, db re 10E-12 Watts

	Outdoor Unit (dB)	Indoor Unit (dB,Ducted)
A-Weighted Total Level	82.4	88.4
63Hz	86.8	95.3
125Hz	85.7	91.3
250Hz	80.3	87.3
500Hz	80.3	86.3
1000Hz	77.7	82.3
2000Hz	72.3	80.3
4000Hz	70.2	76.3

Performance Summary For 7.5 Ton	
Project: ~Untitled14 Prepared By:	01/18/2017 11:25AM

8000Hz	65.4	NA
Sound Message	Sound for auq008	Sound for RUQ008

Acoustic Note:

- 1. The indoor sound power data is estimated sound power levels. It is based upon a limited amount of actual testing with the estimated sound power being generated from this data in accordance with ARI standard 370 for large outdoor refrigerating and air-conditioning equipment.
- 2. The indoor duct sound power data is estimated based on the ASHRAE calculation approach from the ASHRAE handbook 1987 HVAC Systems & Applications, Chapter 52.
- 3. The acoustic center of the unit is located at the geometric center of the unit.
- 4. All estimated sound power levels, dB re 1 Picowatt should not be guaranteed or certified as being the actual sound power levels.

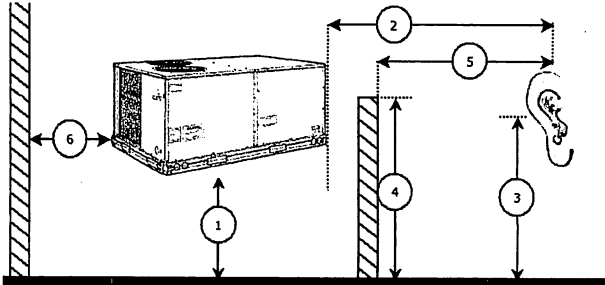
Performance Summary For 7.5 Ton

Project: ~Untitled14
 Prepared By:

01/18/2017
 11:25AM

Advanced Acoustics Parameters

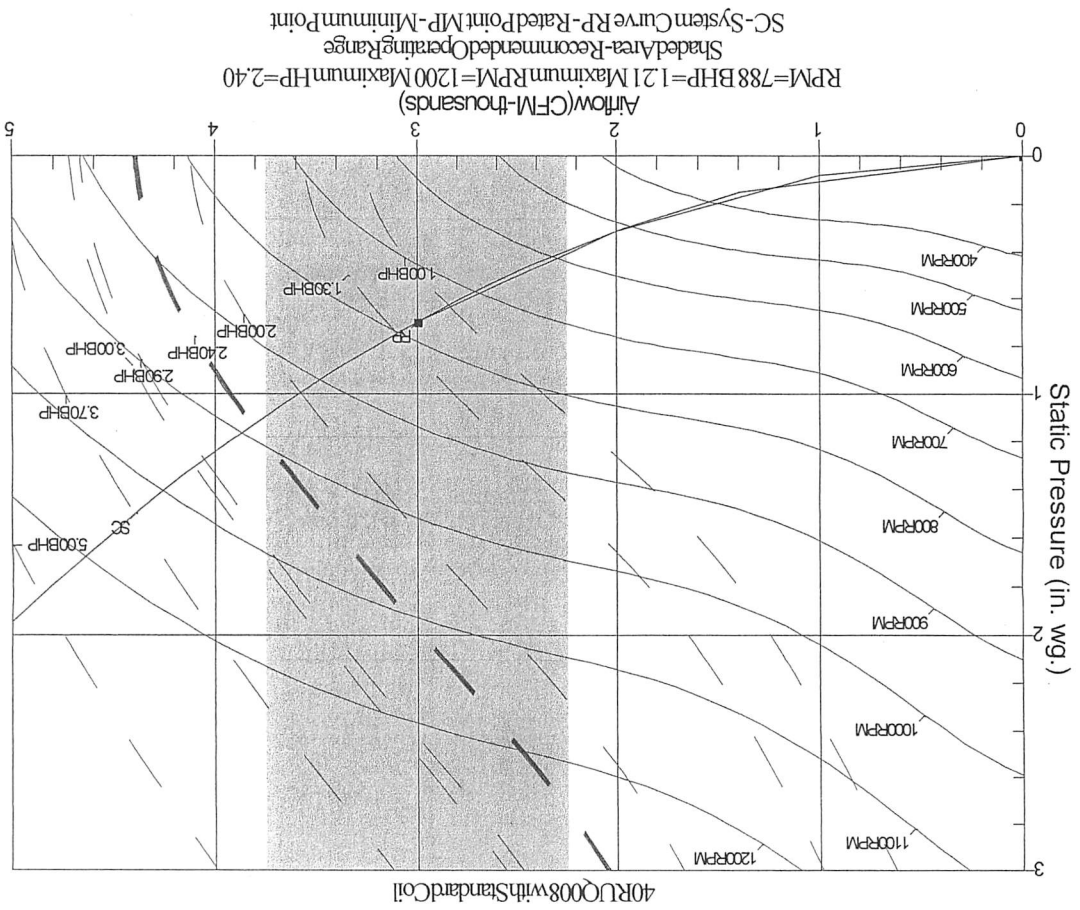
- 1. Unit height above ground:..... 1.0 ft
- 2. Horizontal distance from unit to receiver:..... 20.0 ft
- 3. Receiver height above ground:..... 5.7 ft
- 4. Height of obstruction:..... 0.0 ft
- 5. Horizontal dist. from obstruction to receiver:..... 0.0 ft
- 6. Horizontal dist. from unit to obstruction:..... 0.0 ft



Detailed Acoustics Information

Octave Band Center Frequency, Hz	63	125	250	500	1k	2k	4k	8k	Overall
Sound Power Levels at Unit's Acoustic Center (Lw), dB	86.8	85.7	80.3	80.3	77.7	72.3	70.2	65.4	90.6
A-Wgtd Sound Power Levels at Unit's Acoustic Center (LwA), dBA	60.6	69.6	71.7	77.1	77.7	73.5	71.2	64.3	82.4
Sound Press. Levels at Dist. Specified above (Lp), dB	62.5	61.4	56.0	56.0	53.4	48.0	45.9	41.1	66.3
A-Wgtd Sound Press. Levels at Dist. Specified above (LpA), dBA	36.3	45.3	47.4	52.8	53.4	49.2	46.9	40.0	58.1

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.



Project: ~Untitled14
Prepared By:


Performance Summary For 7.5 Ton

01/18/2017
11:25AM

Certified Drawing for 7.5 Ton

Project: ~Untitled14
Prepared By:

01/18/2017
11:25AM

	UNITED TECHNOLOGIES SYRACUSE, NY CARRIER	P.O. BOX 4898 13221	THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.	SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.
---	--	---------------------	---	---

UNIT	ELECTRICAL CHARACTERISTICS	STD. UNIT WT.		CORNER A		CORNER B		CORNER C		CORNER D		CENTER OF GRAVITY			UNIT HEIGHT			
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z	H			
38AUZ-07 (MCHX)	208/230-3-60,460-3-60,575-3-60	328	149	128	58	68	31	62	28	70	32	21	[533.4]	19	[482.6]	13	[330.2]	42-3/8 [1076.0]
38AUZ-08 (MCHX)	208/230-3-60,460-3-60,575-3-60	353	160	138	63	72	33	65	29	78	35	19	[482.6]	23	[584.2]	13	[330.2]	42-3/8 [1076.0]
38AUZ-12 (MCHX)	208/230-3-60,460-3-60,575-3-60	418	190	165	75	85	39	78	35	90	41	23	[584.2]	20	[508.0]	15	[381.0]	50-3/8 [1279.2]
38AUZ-14 (MCHX)	208/230-3-60,460-3-60,575-3-60	431	196	162	73	82	37	92	42	95	43	19	[482.6]	23	[584.2]	15	[381.0]	50-3/8 [1279.2]
38AUD-12 (MCHX)	208/230-3-60,460-3-60,575-3-60	499	226	193	88	111	50	72	38	123	56	20	[508.0]	23	[584.2]	15	[381.0]	50-3/8 [1279.2]
38AUD-14 (MCHX)	208/230-3-60,460-3-60,575-3-60	505	229	190	86	88	40	76	34	151	68	20	[508.0]	24	[609.6]	15	[381.0]	50-3/8 [1279.2]
38AUZ-07 (RTPF)	208/230-3-60,460-3-60,575-3-60	389	176	141	64	96	44	62	28	91	41	18	[457.2]	24	[609.6]	21	[533.4]	42-3/8 [1076.0]
38AUZ(A,B)08 (RTPF)	208/230-3-60,460-3-60,575-3-60	391	177	142	64	96	44	62	28	91	41	18	[457.2]	24	[609.6]	21	[533.4]	42-3/8 [1076.0]
38AUZ(D,E)08 (RTPF)	208/230-3-60,460-3-60,575-3-60	430	195	142	64	96	44	76	34	111	50	18	[457.2]	24	[609.6]	21	[533.4]	42-3/8 [1076.0]
38AUZ-12 (RTPF)	208/230-3-60,460-3-60,575-3-60	490	222	177	80	120	54	78	35	114	52	18	[457.2]	24	[609.6]	24	[609.6]	50-3/8 [1279.2]
38AUZ-14 (RTPF)	208/230-3-60,460-3-60,575-3-60	598	271	195	88	142	64	110	50	151	68	20	[508.0]	25	[635.0]	24	[609.6]	50-3/8 [1279.2]
38AUD-12 (RTPF)	208/230-3-60,460-3-60,575-3-60	516	234	185	84	117	53	83	38	131	59	19	[482.6]	23	[584.2]	24	[609.6]	50-3/8 [1279.2]
38AUD-14 (RTPF)	208/230-3-60,460-3-60,575-3-60	654	297	214	97	155	70	120	54	165	75	20	[508.0]	25	[635.0]	24	[609.6]	50-3/8 [1279.2]
38AUQ-07	208/230-3-60,460-3-60,575-3-60	444	201	134	61	97	44	90	41	123	56	22	[558.8]	25	[635.0]	13	[330.2]	42-3/8 [1076.0]
38AUQ(A,B)08	208/230-3-60,460-3-60,575-3-60	483	219	162	74	110	50	85	39	125	57	20	[508.0]	24	[609.6]	21	[533.4]	42-3/8 [1076.0]
38AUQ(D,E)08	208/230-3-60,460-3-60,575-3-60	523	237	174	79	118	54	96	44	135	61	21	[533.4]	24	[609.6]	23	[584.2]	50-3/8 [1279.2]
38AUQ-12	208/230-3-60,460-3-60,575-3-60	575	261	186	84	126	57	106	48	157	71	21	[533.4]	24	[609.6]	23	[584.2]	50-3/8 [1279.2]

NOTES:

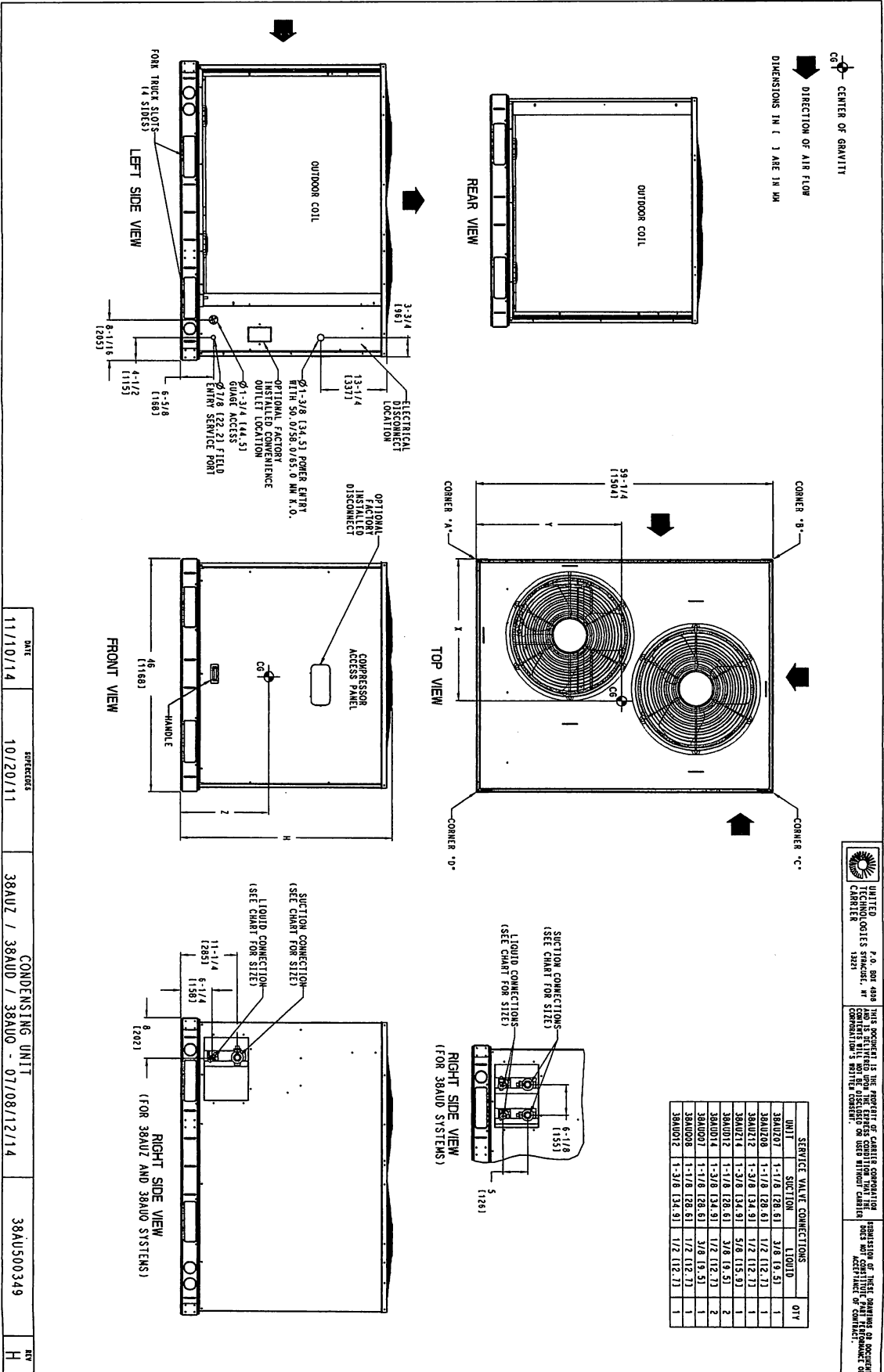
1. MINIMUM CLEARANCE (LOCAL CODES OR JURISDICTION MAY PREVAIL):
 - A. BOTTOM TO COMBUSTIBLE SURFACES: 0 INCHES.
 - B. OUTDOOR COIL, FOR PROPER AIR FLOW: 36 INCHES ONE SIDE, 12 INCHES THE OTHER. THE SIDE GETTING THE GREATER CLEARANCE IS OPTIONAL. STANDARD CLEARANCES ON REMAINING TWO SIDES.
 - C. OVERHEAD: 60 INCHES, TO ASSURE PROPER OUTDOOR FAN OPERATION.
 - D. BETWEEN UNITS: CONTROL BOX SIDE, 42 INCHES PER NEC.
 - E. BETWEEN UNIT AND UNGROUNDED SURFACES: CONTROL BOX SIDE, 36 INCHES PER NEC.
 - F. BETWEEN UNIT AND BLOCK OR CONCRETE WALLS AND OTHER GROUNDED SURFACES: CONTROL BOX SIDE, 42 INCHES PER NEC.
2. WITH EXCEPTION OF THE CLEARANCE FOR THE OUTDOOR COIL AS STATED IN NOTE 1B, A REMOVABLE FENCE OR BARRICADE REQUIRES NO CLEARANCE.
3. UNITS MAY BE INSTALLED ON COMBUSTIBLE FLOORS MADE FROM WOOD OR CLASS A, B OR C ROOF COVERING MATERIAL.

DATE	SUPERCEDES	CONDENSING UNIT	REV
11/10/14	10/20/11	38AUZ / 38AUD / 38AUQ - 07/08/12/14	H

Project: ~Untitled14
 Prepared By:

Certified Drawing for 7.5 Ton

01/18/2017
 11:25AM



UNIT	SUCTON	LIQUID	QTY
38AU207	1-1/8 (28.5)	3/8 (9.5)	1
38AU208	1-1/8 (28.5)	1/2 (12.7)	1
38AU212	1-3/8 (34.9)	1/2 (12.7)	1
38AU214	1-3/8 (34.9)	5/8 (15.9)	1
38AU212	1-1/8 (28.5)	3/8 (9.5)	2
38AU214	1-3/8 (34.9)	1/2 (12.7)	2
38AU207	1-1/8 (28.5)	3/8 (9.5)	1
38AU208	1-1/8 (28.5)	1/2 (12.7)	1
38AU212	1-3/8 (34.9)	1/2 (12.7)	1

UNITED TECHNOLOGIES STRACOR, INC. P.O. BOX 4888
 CHARLER, NC 28026
 THIS DOCUMENT IS THE PROPERTY OF UNITED TECHNOLOGIES STRACOR, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC TO WHICH IT APPLIES. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF UNITED TECHNOLOGIES STRACOR, INC.

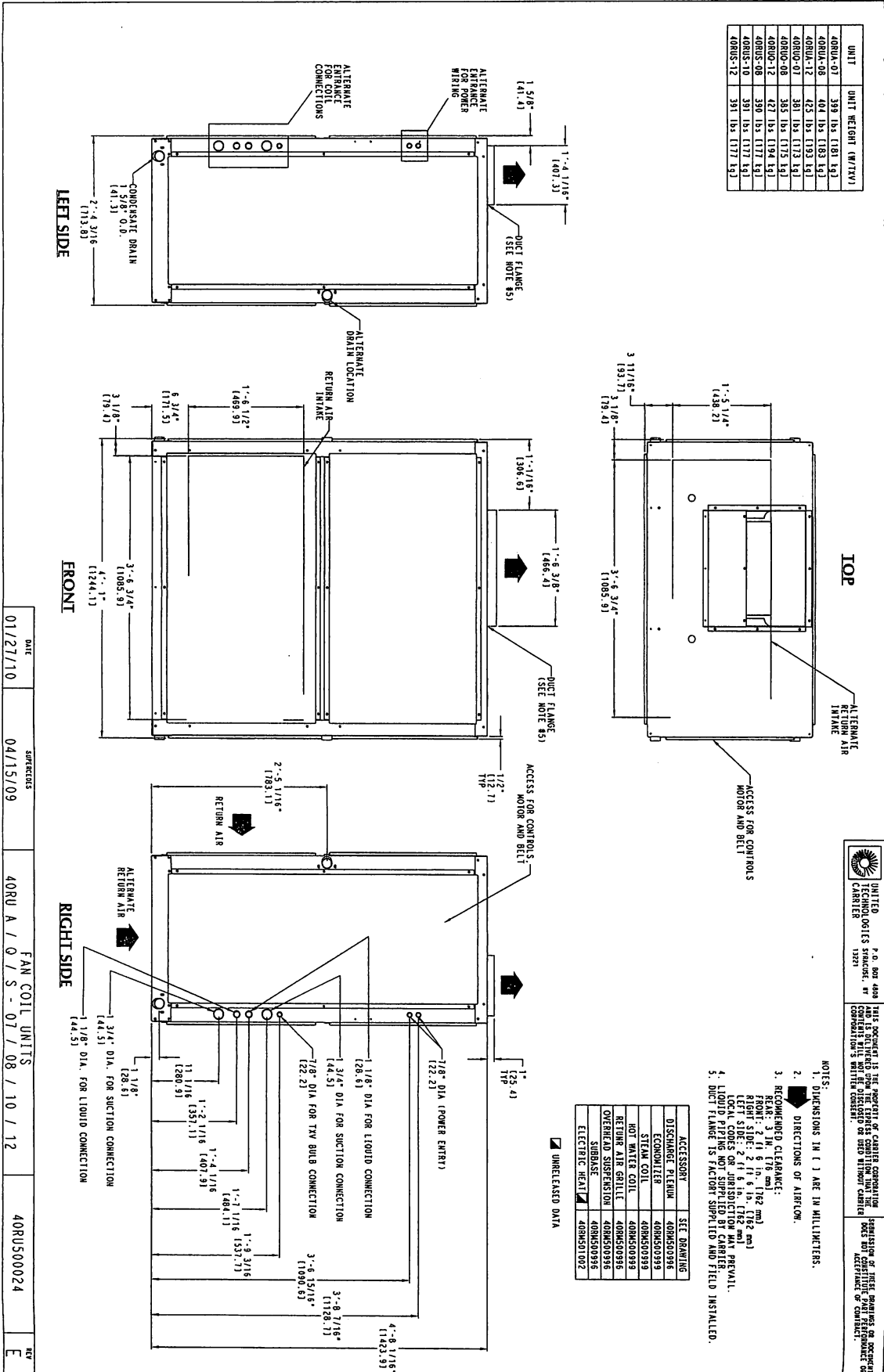
DATE	APPROVED	CONDENSING UNIT	REV
11/10/14	10/20/11	38AUZ / 38AUD / 38AUD - 01/08/12/14	38AU500349
			H

Project: ~Untitled14
Prepared By:

Certified Drawing for 7.5 Ton

01/18/2017
11:25AM

UNIT	UNIT WEIGHT (W/TW)
40RUA-02	399 lbs (181 kg)
40RUA-08	404 lbs (183 kg)
40RUA-12	423 lbs (193 kg)
40RUC-01	381 lbs (173 kg)
40RUC-06	385 lbs (175 kg)
40RUC-12	427 lbs (194 kg)
40RUC-06	390 lbs (177 kg)
40RUC-10	391 lbs (177 kg)
40RUC-12	391 lbs (177 kg)



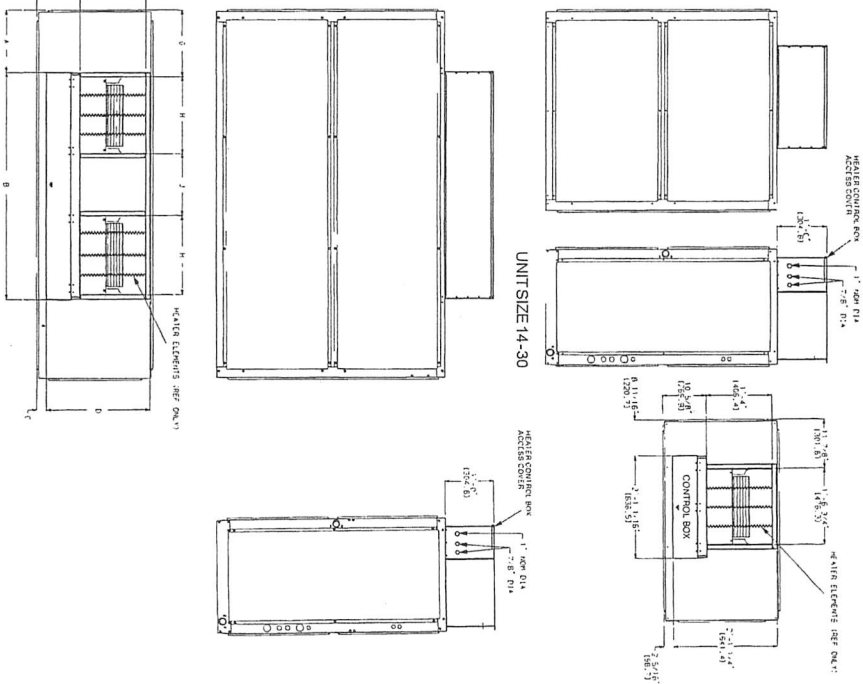
Project: ~Untitled14
 Prepared By:

Certified Drawing for 7.5 Ton

01/18/2017
 11:25AM

DIMENSIONS (cont.)

ELECTRIC-HEATACCESSORY UNIT SIZES 07-12



40RU UNIT SIZE	A	B	C	D	E	F	G	H	J
H-25	13 1/4" (341.3)	48 3/8" (1231.3)	25 1/8" (641.4)	21 1/4" (544.3)	10 3/8" (268.9)	1 1/4" (30.3)	1 1/8" (29.2)	1 3/4" (44.3)	1 1/8" (32.0)
28-30	13 3/8" (340.5)	52 1/8" (1328.5)	27 1/8" (699.5)	25 3/8" (649.5)	11 1/4" (291.2)	1 1/2" (38.1)	1 1/8" (29.2)	1 10" (277.8)	1 1/2" (38.1)

NOTE: Dimensions in [] are millimeters.

23

Guide Specification for 7.5 Ton

Project: ~Untitled14
Prepared By:

01/18/2017
11:25AM



GUIDE SPECIFICATIONS – 38AUQA08A0A5-0A0A0

Split System Heat Pump Outdoor Unit with PURON® Refrigerant HVAC Guide Specifications—Section 15678

Size: 08

Part 1: General

SYSTEM DESCRIPTION

- 1.01. Outdoor-mounted, electrically controlled, air-cooled split system heat pump suitable for on-the-ground or rooftop installation. Unit shall consist of a scroll air-conditioning compressor assembly, an air-cooled coil, propeller-type condenser fans, and a control box. Unit shall discharge supply air upward as shown on contract drawings. Unit shall function as the outdoor component of an air to air electric heat pump system.
- 1.02. Unit must be designed with a Puron® (R-410A) refrigerant circuit to match Packaged Heat Pump Air Handling Unit(s), 40RUQ for matched systems approved by the manufacturer.

QUALITY ASSURANCE

- 1.01. Unit shall be rated in accordance with AHRI Standard 340/360.
- 1.02. Unit construction shall comply with ANSI/ASHRAE 15 safety code latest revision and comply with NEC.
- 1.03. Unit shall be constructed in accordance with UL 1995 standard and shall carry the UL and UL, Canada label for sizes 07-12 and ETL for 16 and 25 models.
- 1.04. Unit cabinet shall be capable of withstanding 500-hour salt spray exposure per ASTM B117 (scribed specimen).
- 1.05. Air-cooled outdoor coils shall be leak tested at 150 psig and pressure tested at 650 psig and qualified to UL burst test at 1980 psig.
- 1.06. Unit shall be manufactured in a facility registered to ISO 9001:2000 manufacturing quality standard.

DELIVERY, STORAGE AND HANDLING

- 1.01. Unit shall be shipped as single package only, and shall be stored and handled according to unit manufacturer's recommendations.

WARRANTY (FOR INCLUSION BY SPECIFYING ENGINEER)

Part 2: Products

EQUIPMENT

- 2.01. General: Factory-assembled, single piece, air-cooled split system heat pump. Contained within the unit enclosure shall be all factory wiring, piping, controls, compressor, holding charge Puron® (R-410A), and special features required prior to field start-up.
- 2.02. Unit Cabinet:
 - A. Unit cabinet shall be constructed of galvanized steel, bonderized and coated with a pre-painted baked enamel finish.
 - B. A heavy-gauge roll-formed perimeter base rail with forklift slots and lifting holes shall be provided to facilitate rigging.
- 2.03. Fans:
 - A. Condenser fans shall be direct driven, propeller type, discharging air vertically upward.
 - B. Fan blades shall be balanced.

Guide Specification for 7.5 Ton

Project: ~Untitled14
Prepared By:

01/18/2017
11:25AM

- C. Condenser fan discharge openings shall be equipped with PVC coated steel wire safety guards.
 - D. Condenser fan and motor shaft shall be corrosion resistant.
- 2.04. Compressor:
- A. Compressor shall be of the hermetic scroll type.
 - B. Compressor shall be mounted on rubber grommets.
 - C. Compressor shall include overload protection.
 - D. Compressors shall be equipped with a crankcase heater.
 - E. Compressor shall be equipped with internal high discharge temperature protection.
- 2.05. Coil:
- A. Coil shall be air-cooled and circuited for sub cooling during cooling mode of operation.
 - B. Coil shall be constructed of aluminum fins (copper fins optional) mechanically bonded to internally grooved seamless copper tubes which are then cleaned, dehydrated, and sealed.
- 2.06. Refrigeration Components and Operation:
- A. Refrigeration circuit components shall include liquid line service valve, suction line service valve, a full charge of compressor oil, and a holding charge of refrigerant.
 - B. Precision-sized suction line accumulator on each refrigerant circuit shall protect from oil being removed from the scroll compressor rotating orbiter and plate during the activation of the defrost mode and switching back and forth from cooling and heating operations.
 - C. Unit shall be capable of starting and running up to 125_F (52_C) and down to 35_F (2_C) ambient outdoor temperature.
 - D. Unit shall operate at +/- 10% from rated voltage
- 2.07. Controls and Safeties:
- A. Minimum control functions shall include:
 - 1. Control wire terminal blocks.
 - 2. Compressor lockout on auto-reset safety until reset from thermostat.
 - 3. Each unit shall utilize the Comfort Alert Diagnostic Board that provides:
 - a. System Pressure Trip fault code indication
 - b. Short Cycling fault code indication
 - c. Locked Rotor fault code indication
 - d. Open Circuit fault code indication
 - e. Reverse Phase 3 fault code indication
 - f. Welded Contactor fault code indication
 - g. Low Voltage fault code indication
 - h. Anti-short cycle protection
 - i. Phase reversal protection
 - B. Minimum safety devices which are equipped with automatic reset (after resetting first at thermostat), shall include:
 - 1. High discharge pressure protection switch.
 - 2. Loss-of-charge protection switch.
- 2.08. Electrical Requirements:
- A. Unit electrical power shall be single-point connection.
 - B. Unit control circuit shall contain a 75VA - 24-v transformer for unit control.
- 2.09. Special Features:
- A. Thermostat Controls:
 - 1. Programmable multi-stage thermostat with 7-day clock, holiday scheduling, large backlit display, remote sensor capability, and Title 24 compliance.
 - 2. Commercial electronic thermostat with 7-day time clock, auto-changeover, multistage capability, and large LCD temperature display.
 - 3. Carrier PremierLink™ Controller – Field Installed:
 - a. This control will function with CCN and ComfortVIEW™ software. It shall also be compatible with ComfortLink

Guide Specification for 7.5 Ton

Project: ~Untitled14
Prepared By:

01/18/2017
11:25AM

controllers. It shall be ASHRAE 62-99 compliant. It shall accept a CO2 sensor in the conditioned space and be Demand Control Ventilation (DCV) ready. The communication rate must be 38.4K or faster.



GUIDE SPECIFICATIONS – 40RUQA08A2A6-0A0A0

Commercial Packaged Air-Handling Unit HVAC Guide Specifications

Size: 08

Part 1: GENERAL

SYSTEM DESCRIPTION

- 1.01. Indoor, packaged air-handling unit for use in commercial split systems. Unit shall have a multi-position design and shall be capable of horizontal or vertical installation on a floor or in a ceiling, with or without ductwork. (Only vertical units are to be applied without ductwork.)
- 1.02. Unit with direct-expansion coil shall be used in a refrigerant circuit with a matching air-cooled condensing unit. Unit with chilled water coil shall be used in a chilled water circuit.

QUALITY ASSURANCE

- 1.01. Coils shall be designed and tested in accordance with ASHRAE 15 Safety Code for Mechanical Refrigeration (U.S.A.), latest edition.
- 1.02. Unit shall be constructed in accordance with ETL (U.S.A.) and ETL, Canada, standards and shall carry the ETL and ETL, Canada, labels.
- 1.03. Unit insulation and adhesive shall comply with NFPA-90A (U.S.A.) requirements for flame spread and smoke generation. Insulation shall contain an EPA-registered immobilized antimicrobial agent to effectively resist the growth of bacteria and fungi as proven by tests in accordance with ASTM standards G21 and 22 (U.S.A.).
- 1.04. Unit shall be manufactured in a facility registered to the ISO 9001:2000 manufacturing quality standard.
- 1.05. Direct-expansion and chilled water coils shall be burst and leak tested at 435 psi (2999 kPa).

DELIVERY AND STORAGE

- 1.01. Units shall be stored and handled per manufacturer's recommendations.

Part 2: Products

EQUIPMENT

- 2.01. Indoor mounted, draw-thru, packaged air-handling unit that can be used in a suspended horizontal configuration or a vertical configuration. Unit shall consist of forward-curved belt-driven centrifugal fan(s), motor and drive assembly, pre-wired fan motor contactor, factory-installed refrigerant metering devices (direct-expansion coil units), cooling coil, 2-in. (51-mm) disposable air filters, and condensate drain pans for vertical or horizontal configurations.
- 2.02. Base Unit:
 - A. Cabinet shall be constructed of mill-galvanized steel.
 - B. Cabinet panels shall be fully insulated with 1/2-in. (12.7-mm) fire-retardant material. Insulation shall contain an EPA-registered immobilized antimicrobial agent to effectively resist the growth of bacteria and fungi as proven by tests in accordance with ASTM standards G21 and 22 (U.S.A.).
 - C. Unit shall contain non-corroding condensate drain pans for both vertical and horizontal applications. Drain pans shall have

Guide Specification for 7.5 Ton

Project: ~Untitled14
Prepared By:

01/18/2017
11:25AM

connections on right and left sides of unit to facilitate field connection. Drain pans shall have the ability to be sloped toward the right or left side of the unit to prevent standing water from accumulating in pans.

- D. Unit shall have factory-supplied 2-in. (51 mm) throwaway-type filters installed upstream from the cooling coil. Filter access shall be from either the right or left side of the unit.

2.03. Coils:

- A. DX coil is 4-row and consists of copper tubes with sine-wave aluminum fins bonded to the tubes by mechanical expansion. Suction and liquid line connections or supply and discharge connections shall be made on the same side of the coil.
1. Direct-expansion coils shall feature factory installed thermostatic expansion valves (TXVs) for refrigerant control. The TXVs shall be Puron® R-410A compatible and capable of external adjustment. Direct-expansion heat pump coils shall have a factory-installed bypass line and check valve assembly around the TXVs to allow liquid flow from the coil to the outdoor unit during the heating mode. Coil tubing shall be internally rifled to maximize heat transfer.
 2. Chilled water coils shall be rated for an operating pressure of not less than 300 psig (2069 kPag).

2.04. Operating Characteristics:

- A. Unit shall be capable of providing ____ cfm (L/s) airflow at an external static pressure of ____ in. wg (kPag).

2.05. Motor:

- A. Fan motor of the size and electrical characteristics specified on the equipment schedule shall be factory supplied and installed.
- B. Motors rated at 1.3 through 3.7 hp (0.97 through 2.76 kW) shall have internal thermal overload protection. Motors rated at 5 hp (3.73 kW) shall be protected by a circuit breaker.
- C. Evaporator-fan motor shall have permanently lubricated, sealed bearings and inherent automatic-reset thermal overload protection or manual reset calibrated circuit breakers. Evaporator motors are designed specifically for Carrier and do not have conventional horsepower (hp) ratings listed on the motor nameplate. Motors are designed and qualified in the "air-over" location downstream of the cooling coil and carry a maximum continuous bhp rating that is the maximum application bhp rating for the motor; no "safety factors" above that rating may be applied.
- D. All evaporator-fan motors 5 hp and larger shall meet the minimum efficiency requirements as established by the Energy Policy Act of 1992 (EPACT), effective October 24, 1997.

2.06. Special Features:

- A. Alternate Motor and Drive:
1. An alternate motor and/or medium-static or high-static drive shall be available to meet the airflow and external static pressure requirements specified on the equipment schedule.
- B. Electric Heaters:
1. Heaters for nominal 240, 480, or 575-volt, 3-phase, 60 Hz shall be factory-supplied for field installation as shown on the equipment drawings. Electric heat assembly shall be ETL (U.S.A.) and ETL, Canada, agency approved, and shall have single-point power wiring. Heater assembly shall include contactors with 24-v coils, power wiring, 24-v control wiring terminal blocks, and a hinged access panel. Electric heaters shall not be used with air discharge plenum.
- C. Thermostat Controls:
1. TEMP System programmable communicating multi-stage thermostat with fan switch, time clock, LCD display, °F/°C capability, and CCN (Carrier Comfort Network™) compatibility.
 2. Commercial Electronic Thermostat with 7-day time clock, auto-changeover, multi-stage capability, and large LCD temperature display.

RESOLUTION NUMBER 4920

**A RESOLUTION PROPOSING THE ANNEXATION
OF CERTAIN TERRITORY TO THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA.**

WHEREAS, there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated October 19, 2016, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

WHEREAS, said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 27th day of February, 2017; and

WHEREAS, it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

WHEREAS, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the said Petition shall be published one (1) time in *The Birmingham News*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 29th day of February, 2017.

2. That on the 26th day of June, 2017, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 4920 by the City Council of the City of Vestavia Hills, Alabama, and as

annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2419 Dolly Ridge Road
Jason and Stephanie Robinson, Owner(s)

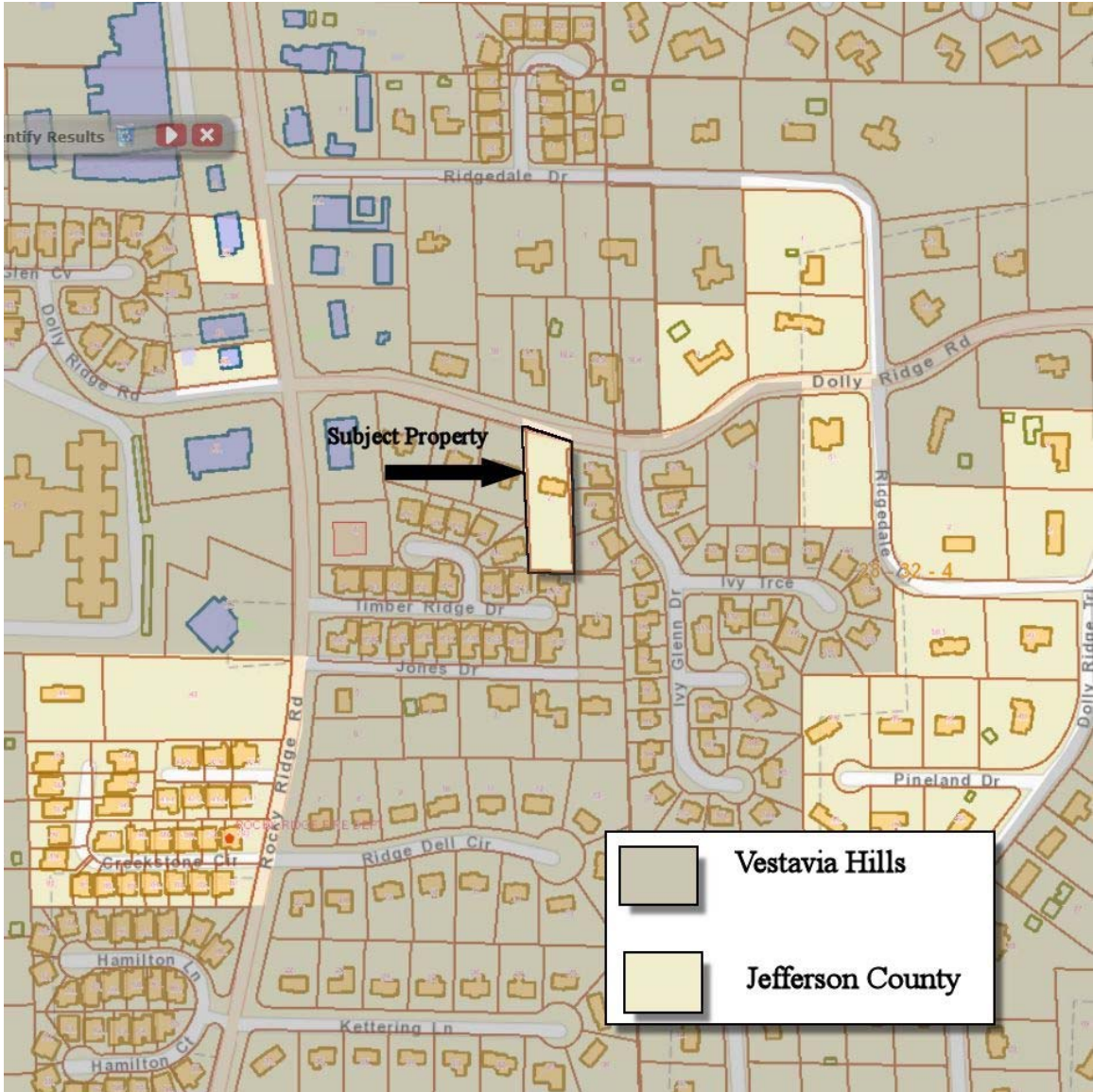
Commence at the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 18 South, Range 2 west, thence in a Northerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ 466.79 feet to a point on the South line of a County Road; thence 72 degrees 44' 00" to the left along the southerly right-of-way of said Country Road 104.54 feet to the point of beginning; thence continue along the last described course 104.54 feet; thence 107 degrees 16' 00" to the left in a southerly direction 307.21 feet; thence 86 degrees 39' 45" left in an Easterly direction 100.0 feet; thence 93 degrees 20' 15" to the left in a Northerly direction 282.00 feet to the point of beginning.

APPROVED and ADOPTED this the 27th day of February, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk





PARCEL #: 28 00 32 3 004 002.000
OWNER: BABB JOHN N JR & WYVONNE
ADDRESS: 2419 DOLLY RIDGE RD VESTAVIA AL 35243-4609
LOCATION: 2419 DOLLY RIDGE RD BHAM AL 35243

[111-D+] Baths: 3.0 H/C Sqft: 1,745
 18-034.0 Bed Rooms: 3 Land Sch: L1
 Land: 73,400 Imp: 86,900 Total: 160,300
 Acres: 0.000 Sales Info: \$0

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

Tax Year : 2016

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE: X	LAND VALUE 10%	\$73,430
EXEMPT CODE: 5-5	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 01 COUNTY	HS YEAR: 0	CURRENT USE VALUE [DEACTIVATED]	\$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	<u>CLASS 2</u>	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	<u>CLASS 3</u>	
		BLDG 001	111 \$86,900
CLASS USE:		TOTAL MARKET VALUE [APPR. VALUE: \$160,300]	\$160,330
FOREST ACRES: 0	TAX SALE:	Assesment Override:	
PREV YEAR VALUE: \$160,300.00	BOE VALUE: 0	MARKET VALUE:	
		CU VALUE:	
		PENALTY:	
		ASSESSED VALUE:	

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$16,040	\$104.26	\$16,040	\$104.26	\$0.00
COUNTY	3	1	\$16,040	\$216.54	\$16,040	\$216.54	\$0.00
SCHOOL	3	1	\$16,040	\$131.53	\$16,040	\$131.53	\$0.00
DIST SCHOOL	3	1	\$16,040	\$0.00	\$16,040	\$0.00	\$0.00
CITY	3	1	\$16,040	\$0.00	\$16,040	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$16,040	\$81.80	\$16,040	\$81.80	\$0.00
SPC SCHOOL2	3	1	\$16,040	\$269.47	\$16,040	\$269.47	\$0.00

ASSD. VALUE: \$16,040.00 **\$803.60** **GRAND TOTAL: \$0.00**
FULLY PAID

DEEDS

PAYMENT INFO

INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
2016086011	8/19/2016		2016		\$0.00
6825-488	01/26/1963		2015		\$0.00
			2014		\$0.00
			2013		\$0.00
			2012		\$0.00
		20071229	2007	***	\$499.23
		20041216	2004	***	\$560.28
		20031231	2003	***	\$477.00

Annexation Committee Petition Review

Property: 2419 Dolly Ridge Road

Owners: Jason & Stefanie Robinson

Date: 1-23-17

1. The property in question is contiguous to the city limits.
Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
Yes No Comments drainage pipe under driveway needs to be cleaned out.
5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of 160,330. Meets city criteria: Yes No
Comment: value of home is below city requirement
6. This street has fewer than 100% of the individual properties within the limits of the city
Yes No
Number of total homes 5 Number in city 4
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
Agreed to by petitioner: Yes No Comment _____

Property: 2419 Dolly Ridge Road


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

9. Property is free and clear of hazardous waste, debris and materials.
Yes No _____ Comment _____

10. Are there any concerns from city departments?
Yes No _____ Comments: Engineering noted
drain pipe under driveway is clogged
and needs to be cleaned out.

11. Information on children: Number in family 3; Plan to enroll in VH
schools Yes No _____ Comments: one child 9yrs,
already enrolled, other children are 5 and 2

Other Comments: _____



George Pierce
Chairman

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 10/19/16

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Jason Robinson
240-5614
jsrobinson22@gmail.com

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: E2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

POB 104.6 FT S NWLY OF S Line Dolly Ridge RD + E Line
SW 1/4 SEC 32 T 18 S R 2 W TH NWLY 104.5 FT S
ALG R/W TH S 313 FT S TH E 100 FT S TH N 289 FT S
TO POB LYING IN NE 1/4 OF SW 1/4 SECT 32 TWSP
18S RANGE 2W

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>JR</u>	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

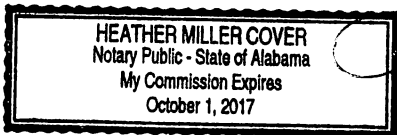
STATE OF ALABAMA

Jefferson COUNTY

Jason Robinson being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

JR
Signature of Certifier

Subscribed and sworn before me this the 19 day of October, 2016.



Heather Miller Cover
Notary Public

My commission expires: 10/1/17

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Jason Robinson
Address: 2419 Dolly Ridge Road
City: Vestavia State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

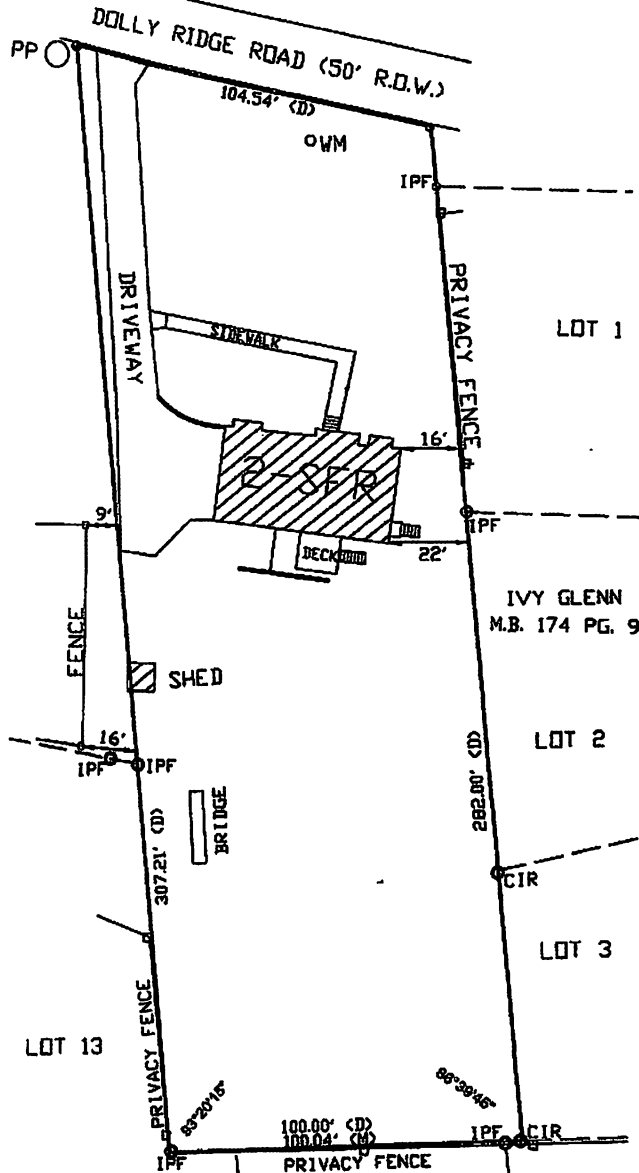
	Name(s)	Age	School Grade	Yes	No
1.	Ava Robinson	9	4	✓	
2.	Michael Robinson	5	Prek	✓	
3.	Anna Robinson	2		✓	
4.					
5.					
6.					

Already enrolled
when of age
when of age

Approximate date, for enrolling students in Vestavia Hills City Schools if above response is "yes": Aug 16



Assumed
 SCALE: 1"=50'



STATE OF ALABAMA
 COUNTY OF JEFFERSON

Commence at the SE corner of the NE 1/4 of the SW 1/4 of Section 32, Township 18 South, Range 2 West; thence in a Northerly direction along the East line of said 1/4-14 466.78 feet to a point on the South line of a county road; thence 72°44'00" to the left along the southerly right of way line of said county road 104.54 feet to the point of beginning; thence continue along the last described course 104.54 feet; thence 107°16'00" to the left in a southerly direction 307.21 feet; thence 85°39'45" left in a Easterly direction 100.0 feet; thence 55°20'15" to the left in a Northerly direction 282.00 feet to the point of beginning.

Subject to easements and restrictions of record.

SOURCE OF TITLE: BOOK 6825 PAGE 488 (JEFFERSON CO.)

DATE: 9 AUGUST 2016

"I hereby (or state) that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief."

Surveyor's Signature:

Amos F. Reese

Alabama License No. 31576

Date: *Aug 12, 2016*

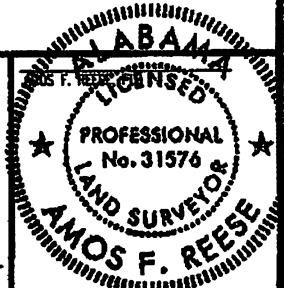
TYPE: AS-BUILT

2419 Dolly Ridge Road
 Birmingham, AL 35243

AMOS F. REESE
 3556 GREAT OAK LANE
 BIRMINGHAM, AL 35223
 PHONE: 205.278.6596

CIR - CAPPED IRON ROD
 OPF - OPEN PIN FOUND
 IPF - IRON PIN FOUND
 CALC - CALCULATED
 (P) - FLAT DIMENSION
 (M) - MEASURED DIMENSION
 ROW - RIGHT OF WAY
 CONC - CONCRETE
 PP - POWER POLE
 FC - FENCE CORNER
 LP - LIGHT POLE
 PED - PEDESTAL
 WM - WATER METER
 PB - POWERBOX

N - NORTH
 S - SOUTH
 W - WEST
 E - EAST
 POC - POINT OF COMMENCEMENT
 POB - POINT OF BEGINNING
 * - POINT SET
 O - POINT FOUND
 B - POINT CALC.
 Δ - POINT NOT SET
 --- - FENCE LINE
 --- - EASEMENT LINE
 --- - OVERHEAD POWER/TEL
 NH - MANHOLE



ORDINANCE NUMBER 2694

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by Jason and Stephanie Robinson dated October 19, 2016, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Vestavia Hills, Alabama, as follows:

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

2419 Dolly Ridge Road
Jason and Stephanie Robinson, Owner(s)

Commence at the SE corner of the NE ¼ of the SE ¼ of Section 32, Township 18 South, Range 2 west, thence in a Northerly direction along the East line of said 1/4-1/4 466.79 feet to a point on the South line of a County Road; thence 72 degrees 44' 00" to the left along the southerly right-of-way of said Country Road 104.54 feet to the point of beginning; thence continue along the last described course 104.54 feet; thence 107

degrees 16' 00" to the left in a southerly direction 307.21 feet; thence 86 degrees 39' 45" left in an Easterly direction 100.0 feet; thence 93 degrees 20' 15" to the left in a Northerly direction 282.00 feet to the point of beginning.

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 27th day of February, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

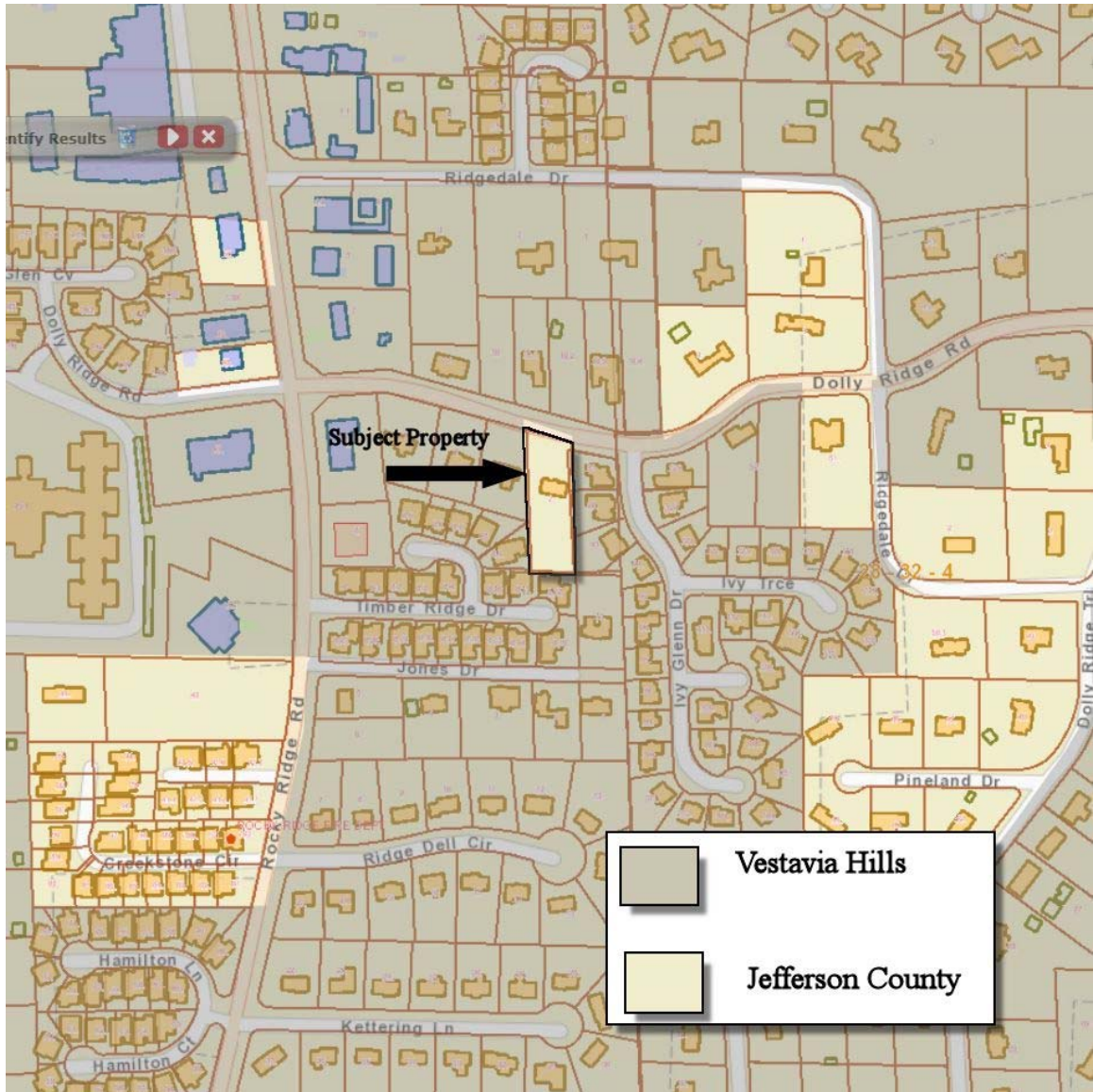
Rebecca Leavings
City Clerk

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 # 2694 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 27th day of February, 2017, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2017.

Rebecca Leavings
City Clerk



ORDINANCE NUMBER 2693

AN ORDINANCE ADOPTING AND ENACTING SUPPLEMENT 1 AND 2 FOR THE VESTAVIA HILLS CODE OF ORDINANCES, REPUBLISHED 2013 PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN SUCH SUPPLEMENTS AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. Supplement No. 1 and 2 to the Code entitled "Vestavia Hills Code of Ordinances, Republished 2013," is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before April 28, 2014, and in conflict with the ordinances included in the supplement or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the supplement or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine of not less than \$1.00 nor more than \$500.00 or by imprisonment at hard labor for not exceeding six months or by both such fine and imprisonment. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. In addition to the penalty prescribed

above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. The ordinances included in this supplement shall be deemed to be incorporated in the Code, so that reference to the Code includes such ordinances.

Section 6. Ordinances adopted after April 28, 2013 that amend or refer to ordinances that have been included in the supplement shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This Ordinance shall become effective upon adoption, approval and publication as required by law.

ADOPTED and APPROVED this 27th day of February, 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 # 2693 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 27th day of February, 2013 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel Houser this the _____ day of _____, 2017.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4924

**A RESOLUTION RESCINDING RESOLUTION NUMBER 3599
AND TO ESTABLISH THE PROCESS FOR SELECTING
MEMBERS OF THE VESTAVIA HILLS BOARD OF EDUCATION**

WHEREAS, on March 6, 2006, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 3599 to detail the process for selecting and appointing a member of the Vestavia Hills Board of Education; and

WHEREAS, the Mayor and City Council agree because of changing technology and a conversion to a Council/Manager form of Government, it would be in the best public interest to amend the current selection process in keeping with Section 16-11-3 of the Code of Alabama, 1975.

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

1. That Resolution Number 3599 is hereby rescinded; and
2. The Vestavia Hills Board of Education Selection Process is hereby adopted as follows:
 - a. From this day forward, the public announcement of the upcoming vacancy shall be announced at the first regularly scheduled meeting of March; and
 - b. Public announcement of the new member of the Vestavia Hills Board of Education be given at the last regularly scheduled City Council meeting of April; and
3. That the new selection process be revised and a copy attached to this Resolution Number 4924; and
4. This resolution shall become effective upon approval and adoption of the Vestavia Hills City Council.

APPROVED and ADOPTED, this the 27th day of February, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

VESTAVIA HILLS BOARD OF EDUCATION
SELECTION PROCESS

INTRODUCTION.

In 1970, the City of Vestavia Hills formed its own school system. Since that time, our system has developed a stellar reputation for academic excellence, which has been an important stimulus to our City's growth and prosperity.. To promote the appointment of school board members who will protect and maintain excellence in academic achievement in our city schools, the City will adhere to the following school board selection and appointment process:

- a. the City Council will announce the upcoming Board vacancy at the first City Council meeting in March;
- b. the City Council will invite candidates to submit an application and a résumé to the City Council;
- c. the City Council will interview applicants, in conformance with Open Meetings Act of the State of Alabama;
- d. the City Council will discuss, in conformance with the Open Meetings Act of the State of Alabama, the merits of the nominees for the Board of Education;
- e. the City Council will vote on and announce the appointment at the last regular City Council meeting in April.

ANNOUNCEMENT OF BOARD VACANCY.

The Code of Alabama, 1975, in §16-11-3, requires the City Council to appoint members of the Board of Education for full or unexpired terms. A full term begins in the month of June and is for five (5) years. The terms of the Board are staggered with one vacancy occurring each year.

The Council School Board liaison will announce during the first Council meeting in March of each year that an appointment for a full term will be made during the last Council meeting in April. Interested candidates may apply no later than 5:00 p.m. on the day of the first regular Council meeting in April.

In cases of unexpired terms, the Council School Board liaison will make the announcement as soon as possible after the Council receives notice of the ensuing vacancy. The announcement will include the dates during which applicants may apply.

Immediately after the announcement is made by the Council School Board liaison, the City Clerk of Vestavia Hills will post notice on the City's website and all other social media accounts of the City. A copy of the notice will be emailed to the Superintendent of the Board of Education to be distributed to the individual schools and parent/teacher organizations. Such announcement will state the following information:

1. when the vacancy will occur;
2. the dates during which applicants may apply;
3. where and to whom applicants must submit their application; and
4. when the appointment will be made.

APPLICATION FOR BOARD APPOINTMENT

Applicants must reside in the City and submit a completed application (Exhibit A) to the City Clerk by the announced deadline date.

The City will provide applicants a copy of this selection procedure, along with any other helpful information, as approved by the Council School Board liaison. The City will post the application and all relevant information on the City website at the time of posting the opening announcement.

The following are the state requirements (§16-11-2(c), Code of Alabama, 1975) for Board of Education members:

“(c) No Person shall be eligible for election or appointment as a member of a city board of education unless he or she satisfies all of the following qualifications:

- 1) Is a person of good moral character.
- 2) Has obtained a high school diploma or its equivalent.
- 3) Is not employed by that city board of education.
- 4) Is not serving on the governing board of a private elementary or secondary educational institution.
- 5) Is not on the National Sex Offender Registry or the state sex offender registry.
- 6) Has not been convicted of a felony.

INTERVIEW OF APPLICANTS

Each candidate will be assigned an interview time. Interview times will be assigned in the order of receipt of applications and at the time and date that is convenient for the Council.

The following are additional desirable traits for effective board members, which the City Council may consider when interviewing candidates:

1. Commitment to Public Education – Demonstrates a commitment in public education by profession or through community service.
2. Dedication to Service – Devotes necessary time and energy to Board matters and is active in all Board meetings and functions, including periodic visits to schools and correspondence with concerned stakeholders.
3. Team-Oriented – Works collaboratively with other Board members to achieve common goals of the School System.
4. Integrity – Conducts business and personal affairs with the utmost integrity.
5. Open-Minded – Considers the opinions and constructive input of others, including Board members, school administrators, city officials and the public.
6. Judgment and Understanding – Understands and exercises good judgment and to make informed decisions in all Board matters; asks questions to promote clarity in decision-making.
7. Independence – Makes decisions independently of outside pressures or influence of special interest groups.
8. Communication Skills – Communicates effectively, both in writing and orally.

ANNOUNCEMENT OF SELECTION.

The appointment of the Board members for full terms will be made at the last City Council meeting in April. Appointments to unexpired terms will be made at a designated time.

Immediately after the appointment is made the Council School Board liaison will issue a press release to announce the applicant.

VESTAVIA HILLS BOARD OF EDUCATION SELECTION PROCESS

Council Announces Vacancy
City Clerk Posts Notice of Vacancy and Application Materials



Candidates Submit Applications to City Clerk



Council Interviews Applicants



Council Discusses Candidates in an Open Meeting



Council Votes on Appointment

Exhibit A

**APPLICATION FOR APPOINTMENT
TO THE VESTAVIA HILLS BOARD OF EDUCATION**

Full Name: _____
(first) (middle) (last)

Address:

Home Phone

Cell of Business Phone:

Employer:

Position:

Is your employer aware and supportive of your application?

Education:

High School:

Graduation Year:

Undergraduate:

Degree:

Area of Study

Graduate School:

Degree:

Area of Study

Academic Honors (including academic societies)

References:

Name: Address Phone

Name: Address Phone

Name: Address Phone

List schools and either current grade or graduation date of your children who attend(ed)

Vestavia Hills public schools:

Name: School(s) Grade/Grad Date:

Name School(s) Grade/Grad Date

Name: School(s) Grade/Grad Date:

Name School(s) Grade/Grad Date

What educational, professional, or civic experiences have you had that would contribute to your performance as a member of the Board?

Describe your experience and involvement with the Vestavia Hills public school system:

Why would you like to serve on the Board?

Describe any areas you feel may constitute a potential conflict of interest should you be chosen to serve on the Board?

My signature below attests the information I have provided on this application is true and correct to the best of my knowledge and that I meet the following minimum qualifications are required by §16-11-2(c) of the Code of Alabama, 1975.

(Signature)

Date

(For use by the City Clerk)

Date/Application Received:

Date of Interview: