

**Vestavia Hills  
City Council Agenda  
July 23, 2018  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Butch Williams, Senior Chaplain Of Vestavia Hills And Pastor Of Care And Support Ministries At Vestavia Hills United Methodist Church
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval of Minutes –July 9, 2018 (Regular Meeting)

**Old Business**

10. Ordinance Number 2774 – Rezoning – 1557 Holly Road; Lot 6, Younes Addition To Shades Cliff; Rezone From Vestavia Hills R-2 To Vestavia Hills R-4 For Construction Of Two Single-Family Homes; Chris Salter, Owner (*public hearing*)
11. Ordinance Number 2776 – An Ordinance Amending Ordinance Number 2476 To Authorize The Mayor And City Manager To Execute And Deliver An Addendum To Video Services Agreement With Bellsouth Telecommunications LLC D/B/A AT&T Alabama (*public hearing*)
12. Ordinance Number 2777 – An Ordinance Authorizing The Mayor And City Manager To Execute And Delivery A Supplemental Agreement With Gresham Smith And Partners For Additional Design On Pedestrian Bridge (*public hearing*)
13. Resolution Number 5073 – A Resolution To Dedicate Certain Streets, Roadways And Rights-Of-Way In Liberty Park To The City Of Vestavia Hills Subject To The Provisions Of A Certain Maintenance Agreement (*public hearing*)
14. Ordinance Number 2778 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Maintenance Agreement With Liberty Park Joint Venture Following Acceptance Of Dedication Of Streets, Roadways And Rights-Of-Ways As Dedicated By Resolution Number 5073 (*public hearing*)

15. Resolution Number 5074 – De-Annexation – A Portion Of Lot 1, Healthsouth Headquarters Addition To Liberty Park (MB 243, MP 1) In Order To Clear Up Municipal Boundaries; Healthsouth, Owner (*public hearing*)

### **New Business**

#### **New Business (Unanimous Consent Requested)**

16. Resolution Number 5076 – A Resolution Approving Funding And Purchasing, Including Installation, Of HVAC Units For Station 1 For The Fire Department
17. Resolution Number 5077 – A Resolution Approving Funding And Purchasing Of A Police Vehicle For The Police Department

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

18. Ordinance Number 2775 – Rezoning – A Portion Of 1280 Montgomery Highway; Rezone From Unzoned To VH B-2 (General Business District); City Of Vestavia Hills, Owner (*public hearing*)
19. Resolution Number 5069 – Vacation – A Portion Of Right-Of-Way Of Waldrige Road; City Of Vestavia Hills, Owner (*public hearing*)
20. Resolution Number 5070 – A Resolution Determining The Value Of Right-Of-Way Vacated By Resolution Number 5069 (*public hearing*)
21. Ordinance Number 2779 - An Ordinance To Establish A Pretrial Diversion Program For The Municipal Court Of The City Of Vestavia Hills, Alabama Pursuant To The Authority Granted By Ala. Code 1975, Section 12-14-90 (*public hearing*)
22. Citizen Comments
23. Motion For Adjournment

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

#### **MINUTES**

**JULY 9, 2018**

The City Council of Vestavia Hills met in special session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry 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  
Melvin Turner, Finance Director  
George Sawaya, Asst. Finance Director  
Marvin Green, Fire Chief  
Dan Rary, Police Chief  
Jason Hardin, Police Captain  
Shane Ware, Police Captain  
Brian Davis, Public Services Director

Sgt. Randall Jones, Vestavia Hills Police Department and Vestavia Hills Chaplain, provided the invocation followed by the Pledge of Allegiance.

#### **ANNOUNCEMENTS, GUEST RECOGNITION**

- David Wheeler, Republican nominee for House District 47, explained the parameters of his district and asked for support in the upcoming general election in November.
- Mr. Pierce welcomed Ann Hammiter and Gary Jordan, Vestavia Hills Chamber of Commerce members.
- Mr. Pierce announced that the annual Back to School in the Hills will be held on ???. He also reminded everyone of the back to school sales tax holiday scheduled for July 20-22, 2018. He reminded everyone to shop local.
- Mr. Pierce commended the Chamber for the annual I Love America celebration which was a success despite the weather.

- The Mayor thanked Vestavia Hills United Methodist Church for hosting the I Love America Day events because of the inclement weather.
- Mr. Weaver announced that the regular Planning and Zoning meeting will be held at 6 PM on Thursday.

### **CITY MANAGER'S REPORT**

- Mr. Downes highlighted some events that will be occurring over the next month. He explained that he will be presenting the Council with a proposed 2019 budget soon, departmental meetings begin next week. He explained the revenue forecast look good for next year and goals were given to the department heads for the next year's budget which includes a possible COLA and additional infrastructure programs. He explained that capital needs will be forecast for the next 5 to 10 years.
- Mr. Downes stated that next Monday at the regular work session, he plans to have a transit briefing, begin conversation on traffic calming policies, visitors for the opportunity of private/public partnership to improve the roads and sidewalks in the Poe Drive area and introduction of a pre-trial diversion program within the City's Municipal Court.
- Mr. Downes stated that the first TCU monthly report will be due soon and Mr. Upchurch indicated that they should discuss it at the August work session.
- Mr. Downes gave an update on the issuance of bonds for the Community Spaces Plan. He stated that the team was approved by the Council at a prior meeting and they, along with City staff have been working to put together the preliminary statements and begin making presentations to the rating companies. He stated these presentations may occur as early as next week and there might be a presentation to the Council at the last meeting in July in order to allow them to go to the bond market and determine the rates of financing. Later, the final approvals will come back to the City Council based upon the negotiated returns and, if approved, will close the next business day.
- Golds Gym tenants have vacated the building and they have wired the buyout to the City.
- Mr. Downes gave an update on the improvements at Crosshaven Drive and Green Valley Road. He explained that they have had conversations with a representative of Jefferson County who indicated they are still in the acquisition stage for right-of-way. He stated they are trying to move the project along but there are some holdouts.

### **COUNCILOR REPORTS**

- Mrs. Cook stated that tomorrow at 4 PM, the Superintendent of Education will give his recommendation for the proposed school rezoning. She stated that it is going to be the proposed Option 2 with a few revisions.
- The Mayor reminded everyone of the informational seminar of Crimes Against the Elderly to be held on August 7 beginning at 1:30 at VHUMC. He stated that flyers are located in the back of the Chamber and asked anyone interested to attend.

**APPROVAL OF MINUTES**

The minutes of June 18, 2018 (Work Session) and June 25, 2018 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the minutes of the June 18, 2018 (Work Session) and approve them as presented was by Mr. Weaver and second by Mr. Pierce Roll call vote as follows:  
Mrs. Cook – abstain Mr. Pierce – yes  
Mr. Head – abstain Mr. Weaver – yes  
Mayor Curry – yes Motion carried.

**MOTION** Motion to dispense with the reading of the minutes of the June 25, 2018 (Regular Meeting) and approve them as presented was by Mr. Cook and second by Mrs. Weaver. Roll call vote as follows:  
Mrs. Cook – yes Mr. Pierce – yes  
Mr. Head – abstain Mr. Weaver – yes  
Mayor Curry – yes Motion carried.

**OLD BUSINESS**

**NEW BUSINESS**

**RESOLUTION NUMBER 5068**

**Resolution Number 5068 - Alcohol License – A&A Discount Liquors D/B/A Vestavia Package Stores For The Off Premise Sale Of Liquor (Package Store); Naresh Nath Banala And Srianil Kumar Peddi, Executives (*public hearing*)**

**MOTION** Motion to approve Resolution Number 5068 was by Mr. Weaver seconded by Mr. Pierce.

John Aaron, attorney representing the applicants, explained that this is a transfer of a liquor license following a change of ownership at this location.

Mr. Pierce asked about the training of employees.

Mr. Aaron explained that they have the responsible vendor program provided by ABC and the employees who are there have been there for a long time and have been doing exactly what they were trained to do without incident.

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  
Mayor Curry – yes  
Mr. Pierce – yes  
Mr. Weaver – yes  
Motion carried.

**RESOLUTION NUMBER 5071**

**Resolution Number 5071 - Alcohol License – El Zunzun Restaurant; 4105 Crosshaven Drive; For The On-Premise Sale Of 020 – Restaurant Retail Liquor; Rebecca Satterfield, Executive (public hearing)**

**MOTION** Motion to approve Resolution Number 5071 was by Mr. Weaver seconded by Mr. Cook.

Rebecca Satterfield, Owner, along with Jake Shuler, General Manager and Leah Harrigan, Assistant Manager were present in regard to this request. Mrs. Satterfield introduced her managers and indicated that her anticipated date of opening was August 13.

Mr. Shuler explained that a specialized training company will be coming in and do individual training of the staff and following that, both managers will be certified as a trainers. Everyone will be trained within 30 days and tested. All employees will be re-certified every 6 months along with being retested.

Mr. Pierce commended them on the depth of their training program.

Mrs. Satterfield stated that the name El Zunzun means the “hummingbird” and explained her fascination with the bird and their annual migration routes.

Mrs. Cook commended their menu and the variety of cuisines within the restaurant. Mrs. Satterfield stated that they have traveled all over and bringing back ideas.

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  
Mayor Curry – yes  
Mr. Pierce – yes  
Mr. Weaver – yes  
Motion carried.

**RESOLUTION NUMBER 5072**

**Resolution Number 5072 – A Resolution Declaring Certain Personal Property As Surplus And Authorizing The City Manager To Sell/Dispose Of Said Property**

**MOTION** Motion to approve Resolution Number 5072 was by Mr. Weaver seconded by Mr. Downes.

Mr. Downes explained that this surpluses two police vehicles that have been declared past their useful lives.

Discussion ensued as to the vehicle conditions.

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

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Head – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

### **NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)**

#### **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 July 23, 2018, at 6:00 PM.

- Ordinance Number 2774 – Rezoning – 1557 Holly Road; Lot 6, Younes Addition To Shades Cliff; Rezone From Vestavia Hills R-2 To Vestavia Hills R-4 For Construction Of Two Single-Family Homes; Chris Salter, Owner (*public hearing*)
- Ordinance Number 2776 – An Ordinance Amending Ordinance Number 2476 To Authorize The Mayor And City Manager To Execute And Deliver An Addendum To Video Services Agreement With Bellsouth Telecommunications LLC D/B/A AT&T Alabama (*public hearing*)
- Ordinance Number 2777 – An Ordinance Authorizing The Mayor And City Manager To Execute And Delivery A Supplemental Agreement With Gresham Smith And Partners For Additional Design On Pedestrian Bridge (*public hearing*)
- Resolution Number 5073 – A Resolution To Dedicate Certain Streets, Roadways And Rights-Of-Way In Liberty Park To The City Of Vestavia Hills Subject To The Provisions Of A Certain Maintenance Agreement (*public hearing*)
- Ordinance Number 2778 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Maintenance Agreement With Liberty Park Joint Venture Following Acceptance Of Dedication Of Streets, Roadways And Rights-Of-Ways As Dedicated By Resolution Number 5073 (*public hearing*)
- Resolution Number 5074 – De-Annexation – A Portion Of Lot 1, Healthsouth Headquarters Addition To Liberty Park (MB 243, MP 1) In Order To Clear Up Municipal Boundaries; Healthsouth, Owner (*public hearing*)

**CITIZEN COMMENTS**

David Harwell, 1803 Catala Road, stated that there has been an problem with the pickup of debris and limbs in the Canyon Road, Catala Road areas. He stated he has called and requested pickups but noticed the debris is all around and no pickups have been made. He stated that overall the contractor does a good job but he wanted to ensure that the City is getting what was contracted for in the new contract.

Mrs. Cook stated that she has seen some problems but utilized the Action Center to get their attention. She encouraged him to contact them.

Mr. Harwell stated that he has phoned it in and feels that the garbage containers are being damaged by the way they are being emptied.

Mr. Pierce stated that Mr. Davis has a meeting scheduled with them this week to address these issues and he recommended that the Action Center be utilized because the complaints can be tracked and quantified.

Mr. Downes reinforced the use of the Action Center because it makes it easier to track and correct the issues. He stated one situation was that a regular driver went on vacation and they covered the area incorrectly and missed the entire street. The problem was detected and corrected faster because it was quantified.

Mrs. Cook stated that the website gives guidelines for the pickup times and that would help to determine if there is a problem with an area.

At 6:44 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:45 PM.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**ORDINANCE NUMBER 2774**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY VESTAVIA HILLS R-2 TO VESTAVIA HILLS R-4**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-2 (medium density single-family district) to Vestavia Hills R-4 (medium density single-family district):

1557 Holly Road  
Lot 6, Younes Addition to Shades Cliff  
Chris Salter, Owner(s)

**BE IT FURTHER ORDAINED** that said rezoning shall be conditioned upon the final plat being approved and recorded with a maximum of 2 lots as presented.

**APPROVED and ADOPTED** this the 23<sup>rd</sup> day of July, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

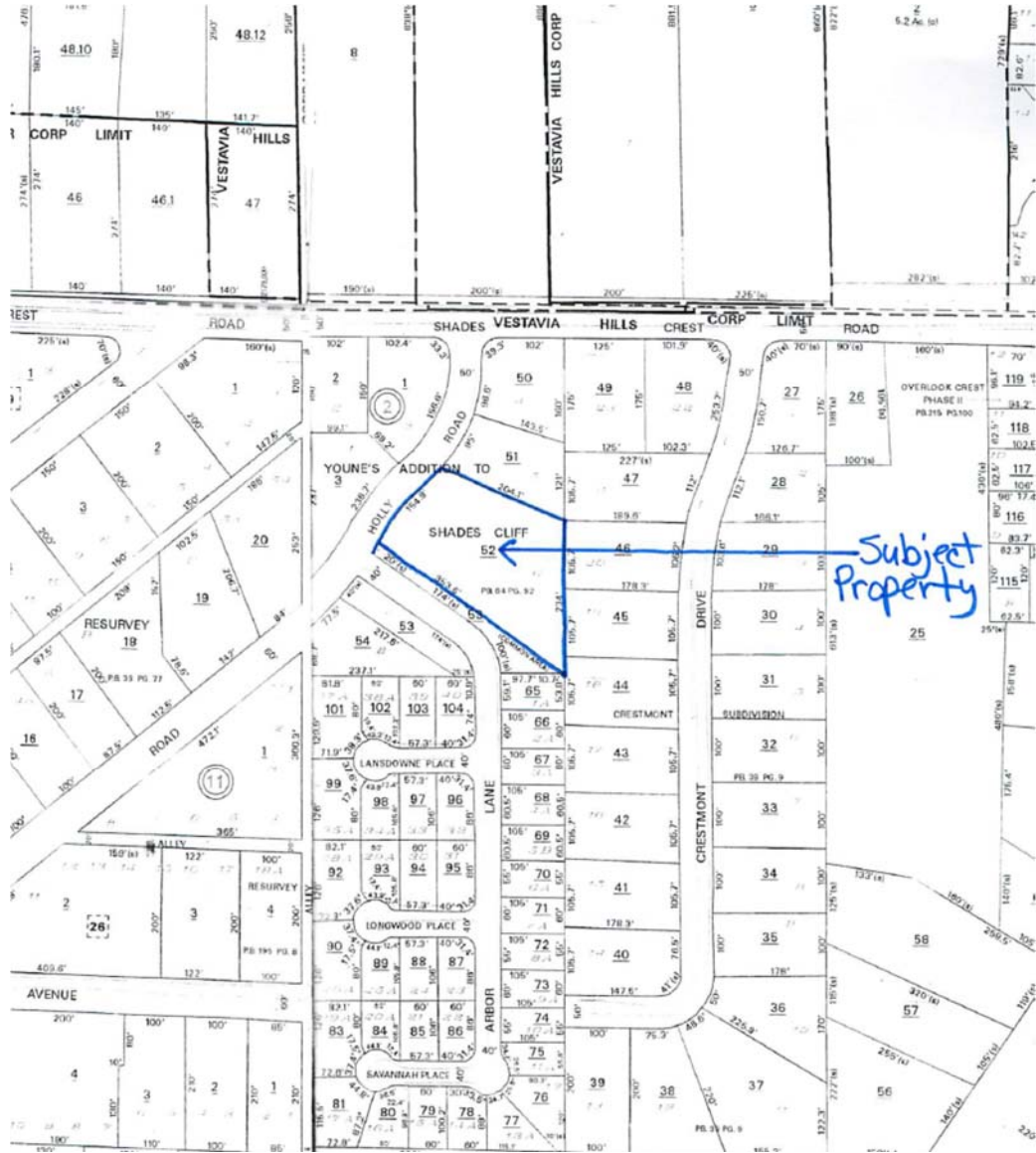
Rebecca Leavings  
City Clerk

**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 # 2774 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23<sup>rd</sup> day of July, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk



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

Date: **JUNE 14, 2018**

- **CASE: P-0618-20**
- **REQUESTED ACTION:** Rezoning From Vestavia Hills R-2 to Vestavia Hills R-4
- **ADDRESS/LOCATION:** 1557 Holly Rd.
- **APPLICANT/OWNER:** Chris Salter
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 1557 Holly Rd. from R-2 to R-4 so that he may subdivide the lot into two. While there is enough land to meet the minimum square footage, the lot is not wide enough to support two lots in an R-2 zone. The two lots proposed exceed the minimum requirements for the R-4 zoning. All current easements will remain.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for low/medium density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** Rezoning conditioned on final plat being approved and recorded.
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems notes.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Romeo made a motion to recommend rezoning approval 1557 Holly Rd. from Vestavia Hills R-2 to Vestavia Hills R-4 conditioned on the two lot site plan presented. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

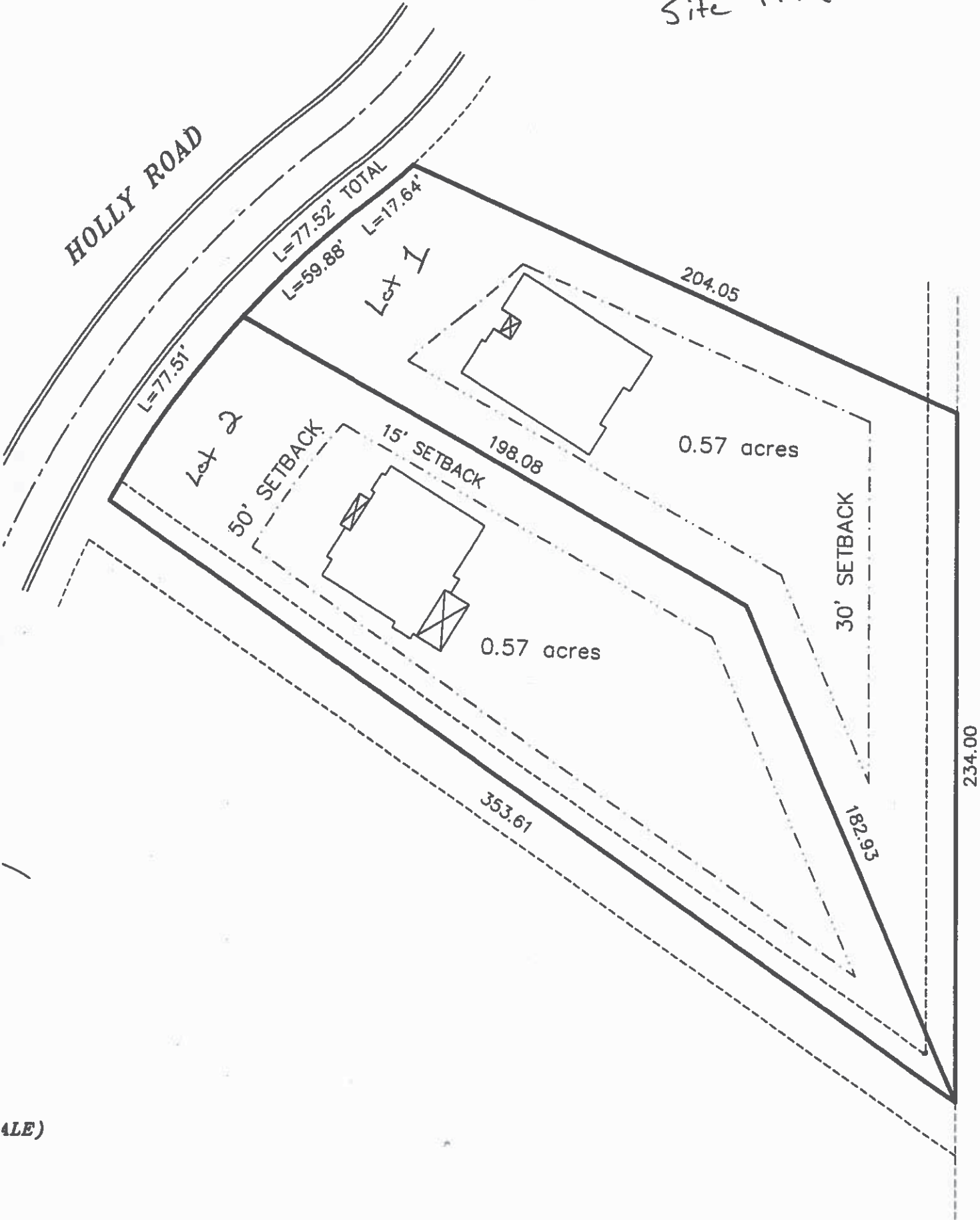
Mr. Sykes – yes

Mr. Romeo – yes

Mr. Weaver – yes  
Mrs. Barnes – yes  
Mr. Larson – yes  
Motion carried.

Ms. Cobb – yes  
Mr. Gilchrist – abstained

Site Plan



Legend

Address\_Points

- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9\*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1\*
- O-1
- PUD-PB
- R-8\*
- R-6\*
- B-1
- B-3\*
- Inst-1\*
- B-2\*
- O-1\*
- R-7
- R-4\*



Subject Property

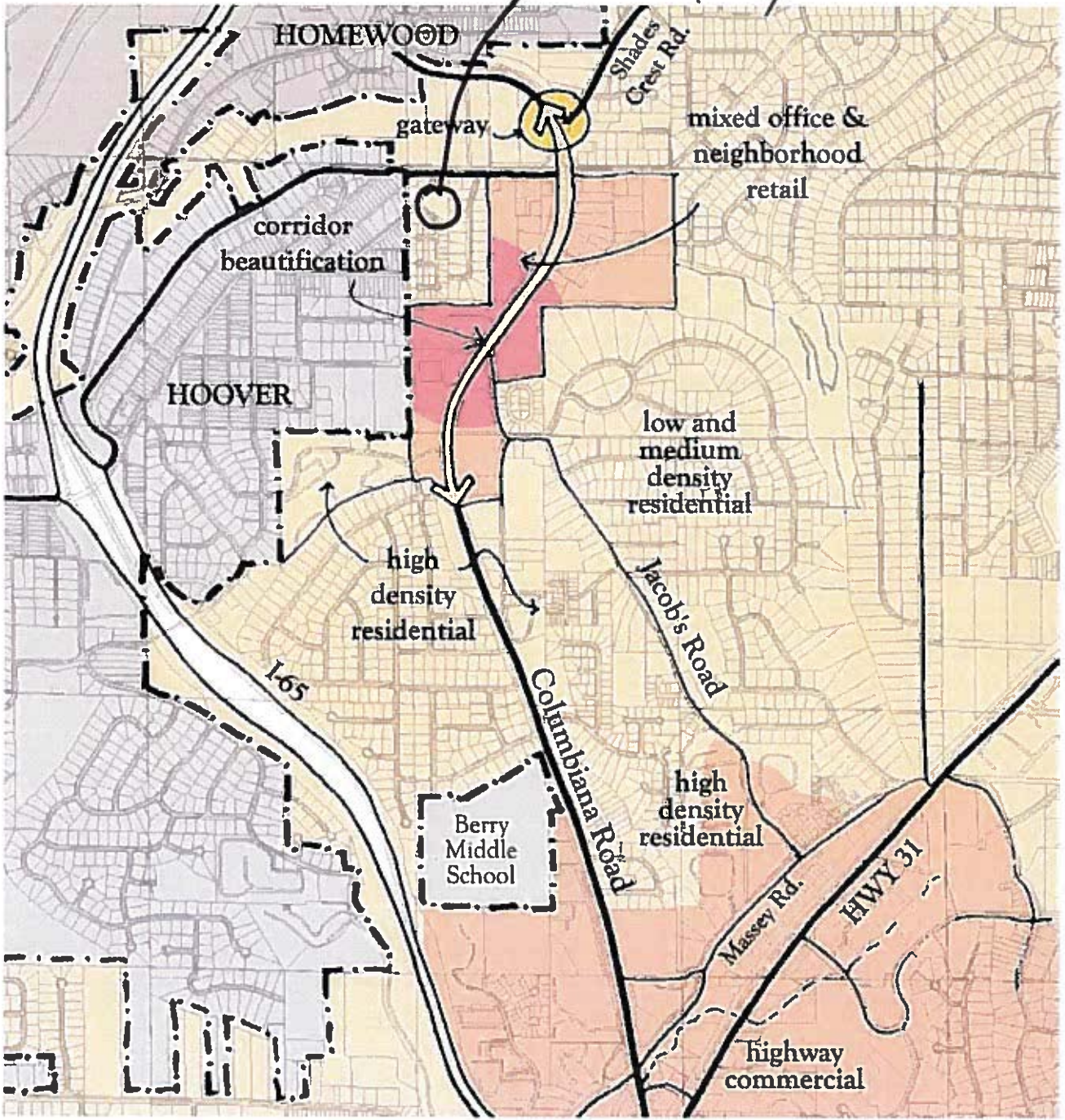


Figure 20: Columbiana Road Land Use Analysis

<p> Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.</p>	<p> Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.</p>
<p> Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.</p>	<p> Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.</p>
<p> Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.</p>	<p> Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.</p>
<p> Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.</p>	<p> Schools - School facilities administered by the Vestavia Hills School System.</p>

Scale: 0 500 1000 1500 feet



**ORDINANCE NUMBER 2776**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2476 TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN ADDENDUM TO VIDEO SERVICES AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA**

**THIS AGREEMENT** (“Agreement”) dated \_\_\_\_\_, 2018, (“Effective Date”) is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) (formerly a corporation but now a limited liability company), and the City of Vestavia Hills, Alabama, a municipal corporation (“City of Vestavia Hills”). AT&T Alabama and the City of Vestavia Hills shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, City of Vestavia Hills and BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) entered into an agreement styled Agreement (“Agreement”) on December 23, 2013 regarding the provision by AT&T Alabama of its integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP Video Service”);

**WHEREAS**, paragraph 1 set forth the term of the Agreement to expire effective December 31, 2018, but allows for extending the Agreement upon written mutual agreement of the parties;

**WHEREAS**, City of Vestavia Hills and AT&T Alabama desire to extend the terms of the Agreement for an additional five (5) years and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

**WHEREAS**, City of Vestavia Hills and AT&T Alabama desire to make one other modification to the terms of the Agreement, in addition to the five (5) year extension, which is to update the “Notices” provision as set forth herein below and agree that there is sufficient mutual consideration for updating the terms of the Agreement.

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in the original “Agreement,” and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Vestavia Hills and AT&T Alabama agree as follows:

1. Paragraph 1 of the “Agreement” is to be amended by changing the date of termination from December 31, 2018 to December 31, 2023. Paragraph 1 is hereby amended to read as follows:

“Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2023. The term may be extended upon mutual agreement of the parties in writing.”

2. Paragraph 12, the “Notices” paragraph of the “Agreement”, is amended by changing the address for AT&T Alabama to the following:

AT&T Alabama  
Assistant Vice President - Senior Legal Counsel  
675 West Peachtree Street, N.W., Suite 4326  
Atlanta, Georgia 30308

And the address for the City of Vestavia Hills to the following:

Mayor’s Office  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

3. Unless amended by the terms of this Addendum, all other terms and conditions of the “Agreement,” shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the “Agreement” conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the “Agreement.”

4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understandings, whether oral or written.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 23<sup>rd</sup> day of July, 2018.

**(Signature Pages Follow)**

**AT&T Alabama**

By: \_\_\_\_\_  
Name: C. Wayne Hutchens  
Title: President – AT&T Alabama

State of Alabama )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC SEAL

My Commission Expires: \_\_\_\_\_

**CITY OF VESTAVIA HILLS**

By: \_\_\_\_\_  
Name: Ashley Curry  
Title: Mayor

State of Alabama )  
County of Jefferson )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC SEAL

My Commission Expires: \_\_\_\_\_

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

Name: Jeffrey Downes

Title: City Manager

State of Alabama )

County of Jefferson )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC SEAL

My Commission Expires: \_\_\_\_\_

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

June 26, 2018

By Electronic Mail and Regular Mail

City Manager Jeff Downes  
Vestavia Hills Municipal Center  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216

In Re: AT&T Alabama

Dear Mr. Downes:

On June 26, 2018, you provided to me via electronic mail a proposed Addendum to Video Services Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) and the City of Vestavia Hills (“City”) with a request that I review the same and provide you with my legal opinion. The purpose of this letter is to comply with your request.

**I. BACKGROUND**

AT&T Alabama has operated a business within the City of Vestavia Hills by providing broadband platform of voice, data and video services since 2008.

The City and AT&T Alabama have had the following agreements:

<b><u>Ordinance or Resolution No.</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
Resolution No. 3847	May 21, 2008	December 31, 2013
Ordinance No. 2476	December 23, 2013	December 31, 2018

AT&T Alabama has submitted to you a proposed Addendum to Video Services Agreement, which would allow AT&T Alabama to continue doing business in the City for an additional five (5) years beginning December 31, 2018 and ending December 31, 2023.

June 26, 2018

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## II. LEGAL OPINION

I have reviewed the proposed Addendum pursuant to your request. It is my legal opinion that the Addendum is consistent with the present Agreement and complies with state and federal laws.

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

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal line extending to the right.

Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by e-mail)

**AGREEMENT**

**THIS AGREEMENT** (“Agreement”) dated Dec 23, 2013 (“Effective Date”) is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”), a Georgia corporation, and the City of Vestavia Hills, Alabama, a municipal corporation (“City”). AT&T Alabama and City shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

**RECITALS:**

**WHEREAS**, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP-enabled Video Service”). The IP Network upgrade will involve the use of the public right-of-way in the City (“ROW”); and

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama finds and determines that the execution and delivery of this Agreement will promote the public welfare and best interests of the citizens of the City of Vestavia Hills.

**NOW, THEREFORE**, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Alabama agree as follows:

**1. Term:** The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2018. The term may be extended upon mutual agreement of the Parties.

A. The parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Alabama, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days’ written notice.

B. In addition to the termination rights set forth in Section 1(A) above, AT&T Alabama shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (a) AT&T Alabama concludes in its reasonable business judgment that IP Video Service in the City is no longer technically, economically or financially consistent with AT&T Alabama’s business objectives; (b) Title VI of the Communications Act of 1934, as amended obligations or any similar obligations are imposed on

AT&T Alabama; or (c) it becomes clear that AT&T Alabama must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

**2. Compensation to City.** During the term of this Agreement, AT&T Alabama shall pay to City a fee equal to five percent (5%) of the Gross Revenues from subscription fees collected from each subscriber to AT&T Alabama’s IP Video Services product delivered over the IP Network in the City’s ROW; such product to be defined by AT&T Alabama when it is offered to the public. The fee (“IP Video Services Provider Fee”) will be identified and passed through on any subscriber bill by AT&T Alabama, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. If during the term of this agreement, AT&T Alabama should pay to any other municipality in Alabama a fee greater than five percent (5%) of the gross revenues from subscription fees collected from each subscriber to AT&T Alabama’s IP Video Services product delivered over the IP Network over that City’s right-of-way, then in such event the compensation to the City of Vestavia Hills shall automatically be increased to that amount. Should, during the term of this agreement, AT&T Alabama pay to any other municipality in Alabama the compensation any sooner than forty-five (45) days after the end of each quarter, then in such event this agreement shall be automatically amended so that the City of Vestavia Hills, Alabama shall receive payments at the same time.

A. For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Alabama IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

B. For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
- (c) late payment fees;



- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment; or
- (g) charges, other than those described in subparagraph A that are aggregated or bundled with amounts billed to IP Video Services subscribers including but not limited to any revenues received by AT&T Alabama or its affiliates for telecommunications services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement and electronic publishing.

City shall have the right to inspect, upon reasonable notice, AT&T Alabama's books and records showing its gross revenues for any of the services provided herein from which the fee specified herein is computed. No acceptance of any such fee by City shall be construed as a release of or an accord or satisfaction of any claim City might have for further or additional sums payable under the terms of the Agreement.

**3. Public, Educational and Governmental Programming.** In recognition of the technical architecture of IP Video Services AT&T Alabama and the City shall reasonably cooperate to investigate a web-based methodology to make such PEG programming available with AT&T Alabama's IP Video Service network, at such time as AT&T Alabama achieves ten percent (10%) market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Alabama's launch of IP Video Services and subject to reasonable economic and technical feasibility considerations.

Any operation of any PEG access channel by City shall be the responsibility of City, and AT&T Alabama's only obligation, if any, is the responsibility for the transmission of such channel. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama's designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of the AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Services.

**4. Emergency Message.** AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

**5. Customer Service.** AT&T Alabama shall comply with customer service requirements consistent with 47 C.F.R. Section 76.309(c).

6. **Obligations of City.** During the term of this Agreement, City will not subject, nor attempt to subject, the provision of AT&T Alabama's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinances. In addition, City agrees:

(a) To subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Alabama's existing telecommunications infrastructure.

(b) Not to unreasonably block, restrict or limit the construction and installation of the IP Network.

(c) To process any and all applicable permits for the installation, construction, maintenance, repair, removal and other activities associated with the IP Network in a timely and prompt manner.

7. **Indemnification:**

A. AT&T Alabama agrees to indemnify, defend and hold harmless City, its officers, agents and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Alabama's negligent construction, operation or maintenance of its IP Network, provided that City shall give AT&T Alabama written notice of its obligation to indemnify City within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, AT&T Alabama shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T Alabama in connection with PEG programming.

B. With respect to AT&T Alabama's indemnity obligations set forth above, AT&T Alabama shall provide the defense of any claims brought against City by selecting counsel of AT&T Alabama's choice to defend the claim, subject to the consent of City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Alabama and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with City, AT&T Alabama shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Alabama shall have the authority to decide the appropriateness and the amount of any such settlement.

C. Anything contained herein to the contrary notwithstanding, City shall maintain no responsibility or liability for claims or damages resulting from tangible property damage or bodily injury (including accidental death) arising out of AT&T Alabama's construction, operation or maintenance of its IP Network or operations authorized hereby. AT&T Alabama shall maintain no responsibility or liability for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants or independent contractors or third parties or for any activity or function

conducted by any person or entity other than AT&T Alabama in connection with PEG programming, or for other independent acts of City, its agents, employees or assigns.

8. **Breach of Agreement.** Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. **Dispute Resolution.** Except as otherwise provided in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of a mediator when such discussions have failed.

10. **Force Majeure:** In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference.

11. **Non-Discrimination:** AT&T Alabama shall not deny access to its IP Video Services to any group of potential customers because of the income of the residents of the local area in which the group resides.

12. **Notices.** Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Honorable Jeffrey Downes, Manager  
City of Vestavia Hills  
513 Montgomery Highway  
Vestavia Hills, Alabama 35216

If to AT&T Alabama:

AT&T Alabama  
General Counsel—Alabama  
Suite 28A2  
600 19<sup>th</sup> Street N  
Birmingham, Alabama 35203.

13. **Modification.** This Agreement may be amended or modified only by a written instrument executed by both Parties.

14. **Assignment.** AT&T Alabama may not assign or transfer this Agreement or any interest therein without the prior consent of City except to any affiliate of AT&T Alabama.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between City and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements and/or representations of or between City and AT&T Alabama regarding the subject matter hereof.

16. **Waiver.** Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

17. **Miscellaneous.**

A. AT&T Alabama and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

B. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

C. AT&T Alabama and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

D. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

18. **Binding Effect.** This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

19. **Counterpart Execution.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this the 23<sup>rd</sup> day of Dec, 2013.

[signatures on page 7]

**AT&T ALABAMA**

By: *Fred McCallum Jr.*  
Name: Fred McCallum, Jr.  
Title: President-- AT&T Alabama

**STATE OF ALABAMA**  
**COUNTY OF JEFFERSON**

SWORN TO and SUBSCRIBED before me this the 9<sup>th</sup> day of December, 2013.

*Maryna H. Krzyz* SEAL  
Notary Public

My Commission Expires: 5-19-2016

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 19, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**CITY OF VESTAVIA HILLS**

By: *Butch Zaragoza Jr.*  
Name: Butch Zaragoza, Jr.  
Title: Mayor

**STATE OF ALABAMA**  
**COUNTY OF Jeffers**

SWORN TO and SUBSCRIBED before me this the 2<sup>nd</sup> day of Dec, 2013.

*Wendy S.* SEAL  
Notary Public

My Commission Expires: 7/06/16

**CITY OF VESTAVIA HILLS**

By: *Jeffrey Downes*  
Name: Jeffrey Downes  
Title: City Manager

**STATE OF ALABAMA**  
**COUNTY OF \_\_\_\_\_**

SWORN TO and SUBSCRIBED before me this the 2<sup>nd</sup> day of Dec, 2013.

*Wendy S.* SEAL  
Notary Public

My Commission Expires: 7/06/16

**ORDINANCE NUMBER 2777**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A SUPPLEMENTAL AGREEMENT WITH GRESHAM SMITH & PARTNERS AS ARCHITECT AND ENGINEER**

**WHEREAS**, the City wishes to construct a pedestrian bridge (hereinafter referred to as “Bridge”) over U.S. Highway 31 South of Round Hill Road as a connection between Wald Park and the new Vestavia Hills Library in the Forest; and

**WHEREAS**, the Bridge will be construed in the City of Vestavia Hills, Alabama on, in and above the right-of-way of U.S. Highway 31 South (the “construction site”), which is not owned by the City; and

**WHEREAS**, on September 27, 2011, the City and Gresham Smith & Partners (hereinafter referred to as “GSP”) entered into a Contract wherein GSP agreed to perform architectural and engineering services for the design of the Bridge for an in consideration of the payment of Two Hundred Eight Thousand Three hundred forty-one Dollars (\$208,341.00); and

**WHEREAS**, GSP performed design services and has been paid the sum of \$187,177.10 to date; and

**WHEREAS**, GSP and the City agree that additional design services are needed prior to the construction of the Bridge as mandated by the Alabama Department of Transportation; and

**WHEREAS**, the City and GSP have agreed for GSP to perform the “additional design services” for and in consideration of the payment of Two Hundred Eighty-Seven Thousand Three Hundred Fifteen Dollars (\$287,315.00) to be partially funded by grants administered through the MPO; and

**WHEREAS**, the City and GSP have negotiated this Supplemental Agreement to the Contract between the City and GSP, dated September 23, 2011; and

**WHEREAS**, The City and GSP have agreed to the terms, provisions and conditions of this supplemental agreement and have further agreed that it is in the best parties interest that this agreement be reduced to writing; and

**WHEREAS**, a copy of said Supplemental Agreement is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2777 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept said agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said agreement marked as Exhibit A, attached to and incorporated into this Ordinance Number 2777 as if written fully therein; and
2. Said agreement shall be attested by the City Clerk with the City Seal; and
3. If any portion of this chapter shall be held unconstitutional, invalid or unenforceable, such holding shall not affect the remaining portions of this chapter nor render the remaining portions of this chapter invalid, and to that end the provisions hereof are declared to be severable.
4. This ordinance shall become effective immediately upon publication/posting pursuant to Alabama law.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of July, 2018.

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 # 2777 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23<sup>rd</sup> day of July, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

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

July 2, 2018

By Hand Delivery

City Clerk Rebecca Leavings  
Vestavia Hills Municipal Center  
P. O. Box 660854  
Vestavia Hills, Alabama 35266-0854

In Re: Supplemental Agreement By and Between the City and  
Gresham Smith Partners for Additional Design Services for Pedestrian Bridge

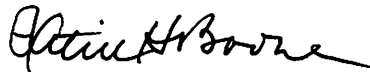
Dear Becky:

I have prepared and enclose suggested draft of Supplemental Agreement Between Owner and Architect/Engineer by and between the City of Vestavia Hills and Gresham Smith and Partners.

It is my understanding that City Manager Jeff Downes wishes to have this matter on the City Council agenda on July 9, 2018 for a first read. It will, therefore, be greatly appreciated if you will have the Supplemental Agreement and attachment reproduced in a sufficient number of copies and circulate them in the normal course of business. Thank you.

Please call me if you have any questions regarding this matter.

Sincerely,



Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

Enclosure

cc: City Manager Jeff Downes (w/o encls.)



**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**SUPPLEMENTAL AGREEMENT  
BETWEEN OWNER AND ARCHITECT/ENGINEER**

**WITNESSETH THIS SUPPLEMENTAL AGREEMENT**, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," hereinafter referred to as "City," and Gresham Smith & Partners, as "Architect and Engineer," hereinafter referred to as GSP.

**WITNESSETH THESE RECITALS:**

**WHEREAS**, the City wishes to construct a pedestrian bridge (hereinafter referred to as ""Bridge") over U.S. Highway 31 South of Round Hill Road as a connection between Wald Park and the new Vestavia Hills Library in the Forest; and

**WHEREAS**, three separate grant applications submitted by the City of Vestavia Hills ("City") requesting partial federal funding for the pedestrian crosswalk ("Bridge") over U.S. Highway 31 at Round Hill Road have been approved. The three grants are between the State of Alabama ("State") acting by and through the Alabama Department of Transportation ("ALDOT") and the City in cooperation with the United States Department of Transportation, Federal Highway Administration ("FHWA") and are as follows:

**APPROVED GRANTS FOR HIGHWAY 31 PEDESTRIAN CROSSWALK**

<b><u>Funding Source</u></b>	<b><u>Funded Amount</u></b>	<b><u>Funding</u></b>	<b><u>City's Responsibility</u></b>	<b><u>For</u></b>
HPP-A124	\$ 700,000	\$560,000	\$140,000	Design, construction and inspection
DE-AL104	200,000	200,000	-0-	Design and construction
IBRD/IBRC	<u>200,000</u>	<u>200,000</u>	<u>-0-</u>	Innovative design by UAB
	\$1, 100,000	\$960,000	\$140,000;	and

**WHEREAS**, the Bridge will be constructed in the City of Vestavia Hills, Alabama on, in and above the right-of-way of U.S. Highway 31 South (the "construction site"), which is not owned by the City; and

**WHEREAS**, the construction of the bridge is a public works project within the meaning of Alabama law set forth at Title 39-2-1 (6), *Code of Alabama, 1975*, as follows:

"(6) PUBLIC WORKS.--The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise."; and

**WHEREAS**, by virtue of Title 34-2-32(c), *Code of Alabama, 1975*, the City must require that the services of a registered architect shall be required for the preparation of the plans and specifications for the Bridge; and

**WHEREAS**, the City must require that the engineering drawings, plans, specifications and estimates for the Bridge be prepared by and the construction thereof executed under the direct supervision of a professional engineer as mandated by Title 34-11-10, *Code of Alabama, 1975*; and

**WHEREAS**, on September 27, 2011, the City and GSP entered into a Contract wherein GSP agreed to perform architectural and engineering services for the design of the Bridge for and in consideration of the payment of Two Hundred Eight Thousand Three Hundred Forty-one Dollars (\$208,341.00); and

**WHEREAS**, GSP performed design services and was paid the sum of \$187,177.10; and

**WHEREAS**, GSP and City agree that additional design services are needed prior to the construction of the Bridge; and **WHEREAS**, the City and GSP have agreed for GSP to perform the "additional design services" for and in consideration of the payment of Two Hundred Eighty-seven Thousand Three Hundred Fifteen Dollars (\$287,315.00); and

**WHEREAS**, the City and GSP have negotiated this Supplemental Agreement to the Contract between the City and GSP, dated September 27, 2011; and

**WHEREAS**, the City and GSP have agreed to the terms, provisions and conditions of this Supplemental Agreement and have further agreed that it is in the best of the parties that this agreement be reduced to writing.

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

1. **PROFESSIONAL ENGINEER**: Gresham Smith & Partners represent, covenant and warrant that it is a licensed professional engineer within the meaning of Title 34-11-1 (3), *Code of Alabama, 1975*, in good standing with the State of Alabama Board of Licensure for

Professional Engineers and Land Surveyors. GSP agrees to serve as Professional Engineer for the Project and the Work hereinafter described in sections 4 and 5.

2. **REGISTERED ARCHITECT:** Gresham Smith & Partners represent, covenant and warrant that it is a licensed registered architect within the meaning of Title 34-2-30, *Code of Alabama, 1975*, in good standing with the State of Alabama Board for Registration of Architects. GSP agrees to serve as Registered Architect for the Project and the Work hereinafter described in sections 4 and 5.

3. **PARTIES TO THIS CONTRACT:** This Supplemental Agreement is made and entered into by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," (hereinafter referred to as "City") and Gresham Smith & Partners, as "Architect and Engineer," (hereinafter referred to as "GSP").

4. **THE PROJECT:** The project is the design of a pedestrian bridge (hereinafter referred to as "Bridge") over U.S. Highway 31 South of Round Hill Road as a connection between Wald Park and the Vestavia Hills Library in the Forest.

5. **THE WORK:** The work is the design of the Bridge and the preparation of the drawings, plans, specifications, budgeted cost of the work, surveys, tests and consultants' reports for the Bridge to the extent necessary to invite competitive bids for the construction of the Bridge pursuant to the Public Works Law of Alabama set forth in Title 39-2-1, et seq., *Code of Alabama, 1975* (hereinafter referred to as "the Work"). GSP shall coordinate and collaborate with the University of Alabama at Birmingham ("UAB") to develop a design for the Bridge, which is in accordance with the Innovative Bridge Research and Construction ("IBRC") Program of the FHWA and does agree to prepare contract plans for said Bridge upon approval of the innovative design. Detailed descriptions of the process and tasks included in the scope of the Work are included in Exhibit A "Scope of Services", attached and made a part of this Agreement.

6. **PERFORMANCE OF THE WORK:** GSP agrees to perform the Work described in Exhibit A. Any additional tasks requested by the City, including any construction phase services, shall be additional services; the scope descriptions and schedule/fee adjustments for which shall be added to this Agreement by mutually agreed amendment prior to GSP commencing performance of such additional services.

7. **CONTRACT PRICE:** As consideration for this agreement, the City agrees to pay to GSP for the faithful performance of the Work the sum of Two Hundred Eighty-seven Thousand Three Hundred Fifteen Dollars (\$287,315.00) (hereinafter referred to as the "Contract Price"), which is the Contract Price approved by ALDOT (it being agreed that the sum of \$187,177.10 has heretofore been paid). The breakdown of the Contract Price by task and process within the Work is further identified in Attachment B.

8. **PAYMENT OF CONTRACT PRICE:** The City shall pay the Contract Price to GSP in full upon completion of the Work described in paragraph 5 above and subject to the approval of ALDOT, the State, FHWA and the City. Payment will be in response to submission by GSP and approval by the City of monthly invoices including progress reports and such evidence

of performance that the City may deem necessary. Should the City disapprove of a part of any invoice, the part that is not in dispute shall be paid without undue delay.

**9. TERM OF THE CONTRACT:** The term of this Supplemental Agreement shall be for a period of eighteen (18) months beginning on the date of the execution and delivery of this contract. GSP shall complete the Work to be performed under this contract no later than the mutually agreed project schedule included in Exhibit A. GSP endeavor to complete design work in no later than eighteen (18) months following the date of the signing of the Supplemental Agreement by both City and GSP.

**10. CONSTRUCTION SITE:** The City and GSP acknowledge and agree that the Bridge will ultimately be constructed on, in and above the right-of-way of Highway U.S. 3 I South (the "Construction Site"), which is not owned by the City. ALDOT will determine the exact location for the Construction Site. GSP, therefore, shall perform the design Work for the Project for the Construction Site selected by ALDOT. Determination of the exact location of the Construction Site shall be a condition precedent to the commencement of the Work by GSP. Should the location of the Construction Site be changed once GSP has commenced performance of the Work, GSP shall be entitled to an equitable adjustment to the project schedule and the Contract Price. Such mutually agreed adjustments to the project schedule and Contract Price shall be added to this Agreement by written amendment.

**11. STANDARD OF PERFORMANCE:** GSP shall perform the Work with the reasonable care and competence, applying the technical knowledge and skill which is applied by architects of good standing with the Alabama Board of Registration of Architects and by professional engineers in good standing with the State Board of Licensure for Professional Engineers and Land Surveyors.

**12. GENERAL COMPLIANCE WITH ALL LAWS:** GSP shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract Between City and GSP.

**13. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990:** GSP represents, covenants and warrants that the design for the Bridge and all work performed by GSP will comply with the terms, conditions and provisions of Public Law 101-336 being the Americans With Disabilities Act of I 990 at 42 U .S.C. 1210, et seq. ("ADA").

**14. APPROVAL OF WORK:** The Work shall be approved by ALDOT, the State, FHWA and the City. GSP acknowledges and agrees as follows:

(a) Title 34-2-32(c), *Code of Alabama, 1975*, provides that:

"(c) The services of a registered architect shall be required on all buildings except those hereinabove exempted and no official of this state or of any city, town or county herein charged with the enforcement of laws, ordinances or regulations relating to the construction or alteration of

buildings, shall accept or approve any plans or specifications that are not so prepared."

(b) Title 34-11-10, *Code of Alabama, 1975*, provides that:

**"§34-11-10. Public Works.** It shall be unlawful for the state or any of its departments, boards or agencies or any county, municipality or political subdivision or any department, board or agency of any county, municipality or political subdivision to engage in the construction of any public work involving the practice of engineering unless the engineering drawings, plans, specifications and estimates have been prepared by and the construction executed under the direct supervision of a professional engineer; provided, that nothing in this chapter shall be held to apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$20,000.00."

**15. ENGINEERING SERVICES AND CONSULTANTS:** For the performance of the services by the Agreement, GSP will employ the services of consulting engineers so as to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work, specifically including but not limited to, civil engineer, structural engineer, electrical engineer, mechanical engineer, geotechnical engineer, land surveyor and other engineering consultants as required for the Project and shall pay for any and all said engineering expenses necessarily incurred for the Project. In other words, the costs for said consultants is included in the Contract Price.

All architectural and engineering work shall be performed under the direct supervision of professional architects and engineers registered in the State of Alabama and employed either by GSP or its consultants.

All plans prepared by engineering consultants shall be separately identified by title, sheet number and official registration seal or signature and registration number. Engineering drawings shall not be combined with other drawings unless deemed to be in the "incidental" category.

(a) ALDOT Survey Requirements are set forth in Attachment D, a copy of which is attached hereto and incorporated into this Agreement by reference as though set out fully herein.

**16. INDEPENDENT CONTRACTOR:** GSP is an independent contractor for purposes of this contract. Nothing contained herein shall be construed to mean that said GSP is the servant, agent or employee of the City of Vestavia Hills, Alabama.

**17. ARCHITECT'S/ENGINEER'S INSURANCE:** Within ten (10) days after receiving the fully executed Agreement and prior to performing any services under this Agreement, GSP shall procure the insurance coverages identified below at its own expense, and to evidence that such insurance coverages are in effect GSP shall furnish the City an insurance certificate(s) acceptable to the City and listing the City as the certificate holder or provide a copy

of the insurance policy that documents said coverage to the satisfaction of the City prior to the commencement of work.

(a) **Policy Providers:** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(b) **Notification Endorsement:** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be cancelled, changed, allowed to lapse or allowed to expire for any reason until thirty (30) days after the City has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for herein shall have been received, accepted and acknowledged by the City. Such notice shall be valid only as to the Project as shall have been designed by Project Name and Number in said notice.

(c) **Insurance Certificates:** Insurance certificate must provide the following information:

- 1) Name and address of authorized agent of the insurance company;
- 2) Name and address of insured;
- 3) Name of insurance company or companies;
- 4) Description of policies;
- 5) Policy number(s);
- 6) Policy period(s);
- 7) Limits of liability;
- 8) Name and address of City as certificate holder;
- 9) Project name and number, if any;
- 10) Signature of authorized agent of the insurance company;
- 11) Telephone number of authorized agent of the insurance company;
- 12) Mandatory thirty (30) day notice of cancellation/nonrenewal/change.

(d) **GSP's Insurance Coverages:** Unless otherwise provided in the Special Provisions of the Agreement, GSP shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) **Workers' Compensation** coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating that GSP qualifies to pay its own workers compensation claims.

(2) **Employer's Liability Insurance** limits shall be at least:

- (a) Bodily Injury by Accident--\$1,000,000 each accident;

(b) Bodily Injury by Disease--\$1,000,000 each employee.

**(3) Commercial General Liability Insurance** written on an ISO Occurrence Form (current edition as of the date of this Agreement) or equivalent, which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability.

(a) The Commercial General Liability Insurance shall provide, at minimum, the following limits:

	<b>Coverage</b>	<b>Limit</b>
(i)	General Aggregate	\$2,000,000
(ii)	Products, Completed Operations Aggregate	\$2,000,000
(iii)	Personal and Advertising Injury	\$1,000,000 per occurrence
(iv)	Each Occurrence	\$1,000,000

(b) The Commercial General Liability Insurance policy shall name the City and its agents and employees as additional insureds and shall state that this coverage shall be primary insurance for the additional insureds.

**(4) Commercial Business Automobile Liability Insurance**, which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence and shall name the City and its agents, consultants and employees as additional insureds.

**(5) Professional Liability (Errors & Omissions) Insurance** shall be carried in an amount not less than \$1,000,000.00. The policy deductible shall not exceed \$25,000.00.

**(6) Excess/Umbrella Insurance:** At GSP's option, the foregoing insurance coverage described in (2), (3) and (4) above may be satisfied with a combination of primary insurance and excess/umbrella insurance coverage.

**(e) GSP's Consultants' Insurance Coverages:**

(1) Workers' Compensation and Employer's Liability Insurance: GSP shall require each of its consultants who will perform services at the Project Site to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding paragraph (d).

(2) Automobile and General Liability Insurance: GSP shall require each of its consultants who will perform services at the Project Site to obtain and maintain Automobile and General Liability Insurance Coverages with the limits described in preceding paragraph (d).

(3) Professional Liability Insurance: GSP shall require each of its consultants to obtain and maintain Professional Liability Insurance with coverage as described in preceding paragraph (d).

(4) Enforcement Responsibility: GSP shall have responsibility to enforce its consultants' compliance with these insurance requirements; however, GSP shall, upon request, provide the City acceptable evidence of insurance for any consultant.

**(f) Termination of Obligation to Insure:** Unless otherwise expressly provided in the Special Provisions of the Agreement, the obligation of GSP and its consultants to insure as provided herein shall continue as follows:

(1) Professional Liability (Errors & Omissions) Insurance shall be carried for two (2) years after completion of the Work. Other than shop drawing review, GSP does not have scope of work during construction, and the project might be suspended after design is complete. Should Construction Engineering and Inspection (CEI) get added by amendment, then completion of the Work will be completion of construction.

(2) Other Insurance. The obligation to carry the other insurance coverages of preceding paragraph (d) or coverages equal to them, shall remain in effect at any time GSP, its consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform services required of this Agreement.

**18. INDEMNIFICATION:** To the fullest extent permitted by law, GSP shall indemnify and hold harmless the City, State and A LOOT and their agents, employees, officials and officers, in their official and individual capacities (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 but only to the extent caused by performance of the Work by GSP; provided that 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 GSP and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

(a) 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 but only to the extent caused by the negligent performance of the Work.

(b) This indemnification does not apply to the extent of the sole negligence of the Indemnitees.



**19. DISPUTE RESOLUTION:** The City and GSP agree to endeavor to resolve all conflicts or disputes between the arising out of or relating to this Agreement or the project through good-faith, face-to-face discussions between duly authorized representatives of both parties. Should such face-to-face discussions fail to resolve the issue, both parties agree to submit the dispute to nonbinding Mediation. Should Mediation also fail to resolve the dispute, then either party may pursue resolution through litigation in a court of competent jurisdiction.

**20. CONSEQUENTIAL DAMAGES:** The City and GSP waive indirect, incidental or consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

**21. 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.

**22. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**23. RATIFICATION AND CONFIRMATION:** The City and GSP hereby ratify, approve and confirm all of the terms, provisions and conditions of the Contract, dated September 23, 2011, by and between the City and GSP that are not amended or modified by this Supplemental Agreement.

**24. 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 agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

(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) **Governing Law:** This Supplemental Agreement 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.

(e) **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.

(f) **Construction of Terms:** The City and GSP negotiated the terms, provisions and conditions of this contract over a period of many months 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.

(g) **Execution in Counterparts:** The Supplemental Agreement 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 Supplemental Agreement shall inure to the benefit of, and shall be binding upon City and GSP and their heirs, successors and assigns.

(i) **Severability:** In the event any provision of this Supplemental Agreement 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 GSP.

**IN WITNESS WHEREOF**, the City of Vestavia Hills, Alabama, a municipal corporation, and Gresham Smith & Partners have caused this Supplemental Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**OWNER:**  
CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

By \_\_\_\_\_

Jeffrey D. Downes  
Its City Manager

ATTESTED:

By \_\_\_\_\_

Rebecca Leavings  
City Clerk

**ARCHITECT AND ENGINEER:  
GRESHAM SMITH & PARTNERS**

By \_\_\_\_\_

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 Supplemental Agreement Between Owner and Architect/Engineer, 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 \_\_\_\_\_, 2018.

My Commission Expires:

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
Notary Public

**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 Supplemental Agreement Between Owner and Architect/Engineer, 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 \_\_\_\_\_, 2018.

My Commission Expires:

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
Notary Public

**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 Gresham Smith & Partners is signed to the foregoing Supplemental Agreement Between Owner and Architect/Engineer, 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 \_\_\_\_\_, 2018.

My Commission Expires:

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
Notary Public

## **PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK ALDOT PROJECT NO. DE-IBRD-A014(916)**

### **SUPPLEMENTAL AGREEMENT #1**

#### **BACKGROUND**

Since the preliminary bridge plans were originally approved by ALDOT in July 2014, this proposed pedestrian bridge has undergone many changes. After developing a number of additional preliminary bridge layouts, preliminary cost estimates, and developing the preliminary architectural concepts of the bridge, the City and ALDOT have agreed on a pedestrian bridge with an elevator and stairs on the east side of US Highway 31. The bridge will also be shifted about 45' to the south of its originally designed location, and the elevator/stair tower will be moved to the south side of the bridge to avoid the steep, wooded slope on the east side of Highway 31, thus saving time and money in both design and construction.

Since the design and plans for the originally approved bridge was approximately 60%-65% complete, the changes described above will unfortunately require a significant amount of re-design work. Additionally, the scope of the bridge has expanded to include a number of architectural elements to blend the bridge architecturally with the architecture of Vestavia Hills' City Hall and the City's Library in the Forest. The design of these architectural treatments was not included in our original scope and fee for the bridge design.

#### **SCOPE OF ADDITIONAL SERVICES**

The scope of the additional services covered in this Supplemental Agreement is described below:

#### **Additional Preliminary Roadway, Bridge & Architectural Plans**

##### **Task1 – Additional Preliminary Bridge & Architectural Alternatives**

1. GS&P's architects and engineers developed a number of additional preliminary bridge layout alternatives in an effort to reduce the cost (initial construction and future maintenance) of the bridge and provide an aesthetically pleasing and functional layout. These additional layouts included:
  - a. Re-visiting the north, ADA-compliant ramping concept (with and without elevator)
  - b. Switchback ramp south of the bridge with stairs (with and without elevator)
  - c. Double switchback ramp south of the bridge with no elevator or stairs
  - d. Double switchback ramp south of the bridge with stairs (no elevator)
2. Researched different elevator options and costs and coordinated with preliminary elevator/stair tower layout.
3. Developed preliminary bridge, elevator & stair tower concept designs for preferred alternative.
4. Developed preliminary bridge and stair railing designs/concepts.
5. Researched and developed proposed bridge architecture & architectural materials proposed for elevator/stair tower veneer, stairs with bicycle channel, stairway and bridge walkway lighting, and railing/fencing design and materials. This task included several meetings with City staff to review and receive input on bridge architecture and materials.
6. Meetings with City & ALDOT to review additional preliminary bridge & architectural alternatives.

7. Developed three-dimensional model & color renderings of preliminary bridge and elevator/stair tower concepts for the City.

#### Task 2 – Preliminary Construction Cost Estimates for Additional Alternatives & Project Funding Coordination

1. Developed preliminary construction cost estimates for additional preliminary bridge layout alternatives described in Task 1.1.
2. Coordinated preliminary construction costs for alternatives vs. ALDOT & City construction budget.
3. Meetings with City & ALDOT to discuss preliminary cost estimates for alternatives
4. Coordinated federal funding amounts with ALDOT & City.

#### Task 3 – Revise Preliminary Roadway (Bridge Site) Plans

1. Revise preliminary roadway (bridge site) plans to shift bridge crossing location approximately 45' south and move elevator/stair tower to south side of bridge.
2. Submit revised preliminary roadway & bridge (TS&L) plans to ALDOT for preliminary approval and coordinate with ALDOT as needed.

#### Task 4 – Preliminary Bridge Plans

1. Revise preliminary bridge layout (TS&L) plans to shift bridge crossing location approximately 45' south and move elevator/stair tower to south side of bridge.
2. Submit revised preliminary bridge (TS&L) plans to ALDOT for preliminary approval and coordination with ALDOT & City.
3. Address ALDOT comments & resubmit TS&L plans

#### **Environmental Studies & Document (PCE-1)**

The regulatory agency concurrence letters obtained and the short checklist Categorical Exclusion that was originally prepared for this project was never approved by ALDOT & the Federal Highway Administration (FHWA). All of the various regulatory agency concurrence letters have now expired. ALDOT has advised that a new Programmatic Categorical Exclusion 1 (PCE-1) must be completed for this project. The additional tasks below will be completed:

#### Task A - Environmental Coordination & Concurrences

1. Coordinate with ALDOT on status of prior environmental document and new environmental document requirements.
2. Site visit to obtain updated photographs of project area. Label project photos & prepare photo key.
3. Update maps, exhibits & project description
4. Prepare and submit updated project information to United States Corps of Engineers (USCOE) for concurrence
5. Endangered Species - Review and confirm project complies with Alabama Endangered Species MOA
6. Prepare and submit updated project information to United States Fish & Wildlife Service (USFWS) for concurrence
7. Federally listed bats - research to determine if project occurs within White Nose Syndrome (WNS) Zone.

8. Cultural Resources - review and confirm project complies with Alabama SHPO Section 106 MOA.
9. Cultural Resources Assessment - prepare and submit information for cultural resources assessment requested by Coushatta-Alabama tribe. Coordinate with cultural resources subconsultant.
  - a. University of Alabama – Office of Archaeological Research will complete the required cultural resources survey as a subconsultant to GS&P.
10. Hazardous Materials - research records to confirm project does not involve hazardous materials site.
11. Coordination with ALDOT & Various agencies

#### Task B - Public Involvement Meeting

1. Coordinate scheduling and advertisement of Public Involvement Meeting with ALDOT & City. ALDOT has advised that the public involvement meeting can be held as part of a normal Vestavia Hills City Council meeting. Provide ALDOT/City with information for Public Involvement meeting advertisement.
2. Prepare Exhibits for Public Involvement Meeting. Submit exhibits to ALDOT and City for review and approval.
3. Attend Public Involvement Meeting and Analyze and Summarize Comments.

#### Task C - Prepare PCE-1

1. Prepare draft PCE-1 and submit to ALDOT for review.
2. Coordinate with ALDOT on comments and revisions needed for PCE-1.
3. Revise & resubmit PCE-1 to ALDOT.

Since the project is being constructed within the existing right of way of US-31, no environmental issues or additional environmental studies are anticipated. Since no additional roadway capacity is being added in this project, we understand that no noise or air studies are required. Any additional environmental studies required such as stream/wetlands delineation, threatened and endangered species study, hazardous materials study, noise or air studies are not included in this scope of services.

#### **Additional Field Survey**

Additional topographic field survey information is needed at the location of the proposed stairs from the existing US-31 sidewalk down to the City's Library in the Forest on the east side of US-31. These proposed stairs were not part of the original design scope of services, so the original topographic survey for this project is not sufficient to design and detail these proposed stairs to connect to the existing sidewalk at the Library. Sain Associates will provide the additional field survey as a subconsultant to GS&P.

#### **Revisions to Roadway (Site) Plans**

The roadway (site) plans will be revised to move the location of the proposed pedestrian bridge crossing approximately 45' south of the originally designed crossing location. These revisions will include revisions to the relocation of the existing sidewalk on the east side of US-31 and revisions to the sidewalk/ramp tie-in to the existing sidewalk on the west side of US-31. The plans will be resubmitted to ALDOT for a 30% review, and GS&P will address 30% review comments from ALDOT.

In the original agreement, the project was to be advertised and bid by the City of Vestavia Hills. Accordingly, the originally proposed plan assembly was not a full, ALDOT plan assembly and was not scheduled to go through all ALDOT plan reviews. Now, ALDOT will advertise and bid the project. Therefore, this Supplemental Agreement includes plan revisions and additional sheets required for a full, ALDOT-bid project. This Supplemental Agreement also includes the effort to submit plans and address comments for ALDOT's Final Back-Check review, Construction Bureau review, and Office Engineer submittals, which were not included in the scope of services for the original agreements.

Other tasks included in this Supplemental Agreement include:

1. The layout of the concrete sidewalk/landing/gathering area at the bottom level where the elevator and stairs land at ground-level will be designed and detailed.
2. Since this project now has federal HPP and TAP funding as well as local funds, the pay items, quantities and cost estimates will have to be broken down into these various funding categories, based on funding eligibility of the proposed items of work and available federal HPP and TAP funding amounts.
3. There is an existing street light on US-31 that will likely have to be relocated, as it conflicts with the proposed pedestrian bridge. GS&P will include the necessary plan sheets for the relocation of this street light and coordinate the street light relocation with ALDOT and the City.
4. The proposed design may require some retaining walls. Retaining wall layout sheets and summary of quantity box sheets have been added in this Supplemental Agreement.
5. Additional utility coordination and determination of current utility company contacts.
6. No cross sections were included in the scope and fee proposal for the original agreement. ALDOT is now requiring cross sections for the relocation of the sidewalk on the east side of US-31.
7. We anticipate that several Special Provisions will be required for items of work for which ALDOT does not have standard specifications. GS&P will prepare Special Provision for any items of work for which ALDOT does not have standard specifications or current Special Provisions.

## **Revised Bridge Plans**

The originally designed plans for the proposed pedestrian bridge will be revised to move the location of the proposed pedestrian bridge crossing approximately 45' south of the originally designed crossing location. This includes revising the design of the bridge superstructure (main span across US-31 and short spans on the east side of US-31) and Abutment 1, Bent 2 and Bent 3. The bridge design will also include coordination with GS&P Architects and incorporation of various architectural elements (concrete finishes and colors, veneers, aesthetic lighting, etc.) into the bridge structure.

GS&P bridge engineers will collaborate with GS&P architects on the design of the railing/fencing system for the bridge. GS&P architects will design the general layout, appearance and materials to be used in the railing/fencing system. GS&P bridge engineers will design the structural framework of the railing/fencing system as well as how it attaches to the pedestrian bridge.

The structural design of the elevator/stair tower will be performed by a vertical building structural subconsultant, LBYD. (see Structural Design of Elevator & Stair Tower section of scope below). GS&P bridge engineers will coordinate with the elevator/stair tower structural design



subconsultant on the integration and attachment details of the pedestrian bridge spans to the elevator/stair tower.

### **Utility Relocation Plans**

GS&P will coordinate, design and prepare the necessary plan sheets for the relocation of a 12" diameter Birmingham Water Works Board (BWWB) water main that is in conflict with the proposed pedestrian bridge foundation.

GS&P will also coordinate with ALDOT and design and prepare the necessary plan sheets for the relocation of an existing ALDOT buried fiber optic communication line that is in conflict with the proposed pedestrian bridge foundation. This fiber optic line relocation will likely require a temporary relocation to allow construction of the pedestrian bridge and elevator/stair tower and then a permanent relocation after the pedestrian bridge and elevator/stair tower has been constructed.

GS&P will coordinate with BWWB and ALDOT to determine the appropriate locations of the relocated 12" water main and buried fiber optic line.

### **Architectural Design Services**

GS&P will provide architectural design services for the proposed pedestrian bridge. These services will primarily relate to the design of the proposed elevator/stair tower. The architectural design services will also include the design of the fencing/railing system for the bridge as well as the finishes, colors and other architectural features for the proposed pedestrian bridge.

ALDOT will submit the plans for the architectural plans, elevator/stair tower plans, and HVAC, electrical and plumbing plans to the Alabama Building Commission (ABC) for their review. The GS&P team will address any ABC comments.

### **Structural Design of Elevator & Stair Tower**

LBYD, as a subconsultant to GS&P, will perform the structural design and prepare structural design plans for the elevator and stair tower. This will include the roof/covering over the upper level of the pedestrian bridge at the entrance to the elevator and the structural supports for the wind/rain screen and signage. LBYD will coordinate with GS&P Architects on the architectural aspects of the elements outlined above. LBYD will coordinate with GS&P Bridge Engineers on the structural attachments between the pedestrian bridge span and the elevator/stair tower.

### **HVAC, Electrical and Plumbing Design**

Edmonds Engineering, as a subconsultant to GS&P, will perform the design and prepare plans for the HVAC, electrical and plumbing for the project. The majority of these services will be related to the elevator/stair tower. Edmonds will also provide lighting design and plans for functional and aesthetic lighting for the elevator/stair tower and the walking surface of the pedestrian bridge.

Edmonds scope of services includes:

1. Plumbing to include sump pump for elevator pit and oil interceptor if elevator is hydraulic.
2. HVAC to include air conditioning system for elevator equipment room.

3. Electrical to include: New electrical service to the elevator tower. Edmonds will coordinate the power service and power feed to the elevator/stair tower with Alabama Power Company.
4. Lighting and receptacles for elevator tower and bridge.
5. Auxiliary systems to include fire alarm as required.
6. Complete drawings and copy ready specifications suitable for competitive bids and construction.
7. Meetings and other required interface with Architects, Contractor and Code Officials.
8. Required submittals to state agencies for approval.
9. Edmonds will coordinate the communications feed to the elevator/stair tower with the City's designated communications provider.

Edmonds scope of services does not include:

1. Design for "fast-track" construction
2. Design of any utilities 5'-0" outside of the elevator/stair tower with the exception of the power service (see above).
3. Design of a fire pump for fire protection system
4. Design of a domestic water pressure booster system
5. LEED certification
6. Onsite sewage disposal system
7. Hardware for telephone and data systems
8. Field testing, including HVAC balancing, recording of electrical use profiles, and sprinkler flow tests.
9. Seismic design for components
10. Water analysis testing including, but not limited to, hardness, microbiological, and ph in compliance with the "Standard for EPA Water Testing", ASTM G-4-84 Corrosion Testing and the "Standard Method for Examination of Water and Wastewater".
11. Water supply study, modeling or charting.

See Edmonds detailed scope of services in their attached proposal dated March 6, 2018.

### **Geotechnical Exploration and Recommendations**

Because the location of the proposed pedestrian bridge is being shifted about 45' the south of the original location, ALDOT requires that the geotechnical investigation and foundation recommendations be updated based on the new bridge location. Terracon, as a subconsultant to GS&P, will perform geotechnical exploration and foundation recommendations for the new location of the pedestrian bridge and elevator/stair tower. Terracon will also perform geotechnical exploration and provide recommendations for any required retaining walls. See Terracon's detailed scope of services in their attached proposal dated August 23, 2017.

The Geotechnical Exploration and Recommendations report will be submitted to ALDOT for review and approval. Extensive ALDOT review times, multiple revisions and resubmittals to ALDOT, or major changes required by ALDOT to the Geotechnical Exploration and Recommendations report are subject to additional compensation.

### **SCOPE EXCLUSIONS**

The following items are not included in GS&P's scope of services:

1. Landscaping or irrigation plans – landscaping will be handled by the City outside of this project
2. Security system or cameras for bridge
3. Signage, except for signage required by code or deemed necessary for the safe and efficient use of the pedestrian bridge and connecting sidewalks.
4. Construction phase services – construction engineering and inspection (CE&I) services will be handled under a separate agreement prior to construction of the project
5. Preparation of advertising, bidding and construction contract documents, advertising and bidding services – the project will be advertised and bid by ALDOT. ALDOT will prepare the construction contract, advertising and bidding documents.

August 21, 2017

Mr. Marc Thompson

Gresham, Smith and Partners

3595 Grandview Parkway, Suite 300

Birmingham, Alabama 35243

**Re: Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama**

Dear Mr. Thompson,

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for the proposed Cultural Resources Survey for a proposed pedestrian trail in Vestavia Hills, Jefferson County, Alabama. Included in this proposal package are a Statement of Work, Work Schedule, Budget, and Project Information Request Form. The Statement of Work, found in Attachment I, contains a description of the work to be done by The University of Alabama Office of Archaeological Research, as well as additional information relevant to this project. The Work Schedule, found in Attachment II, displays the estimated timetable for completing the work as outlined in Attachment I. The Budget, found in Attachment III, contains an itemized estimation of costs as it relates to the Statement of Work.

The University of Alabama, Office of Archaeological Research looks forward to applying its expertise and experience to this project. In the instance of acceptance, please forward notification to Sam Mizelle to initiate the Contract process. The University of Alabama will promptly provide a Contract for execution upon a notice of acceptance.

If you have any questions or comments about the proposal package, please do not hesitate to contact the Office of Archaeological Research. Thank you for your consideration.

Sincerely,



Sam Mizelle

Cultural Resources Investigator/IT Manager  
The University of Alabama, Office of Archaeological Research

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## Statement of Work

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### **Project Information**

**Project Title:** Cultural Resources Survey for Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama

**Sponsoring Company/Agency:** Gresham, Smith and Partners

**Point of Contact Info:** Marc Thompson / Sam Mizelle

**Principal Investigator:** Matt Gage

### **Description of Work**

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for a cultural resources survey for a proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama (Figure 1). All phases of the research will be conducted in compliance with the guidelines set forth by the Department of the Interior and the Alabama Historical Commission (AHC) for Section 106 of the National Historic Preservation Act (NHPA) of 1966 as amended 2006 (16 USC 470) and its implementing regulations (36 CFR 800). It is understood that the proposed undertaking is being funded with federal dollars. As such accounting will follow Office of Management and Budget Uniform Guidance (2 CFR, Part 200). Included with this research design is an itemized estimation of costs as it relates to the Statement of Work. The budget has been prepared in reliance upon the information provided by your organization.

A cultural resources survey generally involves a literature/records search and an actual on-site field survey. A literature/records search will identify any National Register of Historic Places (NRHP) properties which may be located in the project area, as well as previously recorded archaeological sites, historic and prehistoric, in the vicinity.

Field investigations will include a pedestrian survey of the entire proposed project area. Both archaeological and structural (historic) resources will be considered. Field techniques will include visual inspection of exposed surface areas, and the employment of 30 cm (12 in) diameter shovel tests spaced at 30 m (98 ft) intervals along survey transects spaced at 30 m (98 ft). Shovel tests will be excavated to a maximum of 70 cm (27.6 in) or until sterile subsoil is encountered. All excavated material will be

screened through 6.35 mm (0.25 in) hardware mesh in an effort to recover and identify cultural material. Each survey team will be equipped with a hand held GPS receiver to record any archaeological sites, shovel test and photograph locations, anthropogenic features, and other pertinent characteristics encountered during the field survey. In the event that an archaeological site is encountered, an assessment of NRHP eligibility is necessary based on criteria established by the National Park Service (NPS).

Should a site not be considered eligible for the NRHP, then the site will be recommended as ineligible for listing to the NRHP and that the proposed undertaking is not considered likely to have an adverse effect. Should a site be considered potentially eligible for the NRHP it will be recommended as having the potential for adverse effect on a significant cultural resource based on applicable NPS criteria. Also, this survey will identify historic structures, defined as 50 years or older. Historic structures will be evaluated to Phase I standards regarding their NRHP eligibility also in accordance with NPS guidelines.

### **Deliverables**

A report will be prepared detailing our Phase I investigations in the field and laboratory. Recommendations of potential affect for historic properties will be generated in the report. This report must be submitted to and approved by the lead Agency in accordance with Section 106 of the NHPA.



### Schedule of Work

Background Research/Field Work	1 day
Laboratory Analysis and Report Production	1 week

**The official Period of Performance for this project will be established by final binding Contract. Authorization or notice to proceed dates must fall within the Period of Performance as stated in the Contract.**



ATTACHMENT III

**Budget**

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<b>Cost Proposal</b>	
<b>Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Alabama</b>	
Salaries & Wages	\$1,232.64
Benefits	\$431.42
<b>Subtotal Salaries, Wages, Benefits</b>	<b>\$1,664.07</b>
Travel	\$92.70
Operating (Supplies, Phone, Postage, etc.)	\$60.00
Curation	\$102.50
<b>Subtotal Operating Expense</b>	<b>\$255.20</b>
F&A (@ 26% MTDC)	\$499.01
<b>GRAND TOTAL</b>	<b>\$2,418.28</b>

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<b>Project No.</b>	_____
<b>County</b>	Jefferson
<b>Description</b>	Vestavia Ped Bridge
<b>Scope of Work</b>	_____
<b>Project Length</b>	0.50 Miles
<b>Consultant</b>	Sain Associates

<b>FIELD SURVEY</b>	PLS	Crew	Tech/CADD	Clerical
<b>Based on a 0 Man Crew</b>				
<b>Task A: Mobilization and Basic Control Survey</b>				
A-1 Mobilize/Demobilize	0.10	0.25	0.00	0.00
<del>A-2 Contact Property Owners</del>				
<del>A-3 Perform Basic Control Survey</del>				
A-4 Conduct On-site Inspection	0.20	0.00	0.00	0.00
<b>Task A Totals</b>	<b>0.30</b>	<b>0.25</b>	<b>0.00</b>	<b>0.00</b>
<b>Task B: Project Alignment and Profile</b>				
<del>B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram</del>				
<del>B-2 Establish Centerline/Obtain Ground Profile</del>				
B-3 Obtain Topographic Data	0.00	0.75	0.50	0.00
<b>Task B Totals</b>	<b>0.00</b>	<b>0.75</b>	<b>0.50</b>	<b>0.00</b>
<b>Task C: Supplemental Control Surveys and Data Gathering</b>				
<del>C-1 Traverse Cross-Roads and Railroads</del>				
<del>C-2 Stream Topography &amp; Cross Sections/Complete HYD-100 &amp; 101 Forms</del>				
<del>C-3 Define Drainage Areas/Prepare Schematic Drainage Map</del>				
<del>C-4 Obtain Cross Sections at 20 Meter Intervals and Ground Break Points</del>				

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
	<b>Task C Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Task D: Utility Surveys, Drainage Sections and Compilation of Data</b>				
<del>D-1 Identify/Locate Utilities</del>				
<del>D-2 Obtain Hydrological Location Survey</del>				
<del>D-3 Tie All Available Section Corners &amp; All Available Front Corners of Affected Properties to Project Centerline</del>				
<del>D-4 Obtain Copies of Latest Deeds</del>				
<del>D-5 Set &amp; Reference PIs, PGs, POTs, POCs, &amp; other critical points</del>				
D-6 Reduce Survey Field Notes	0.10	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task D Totals</b>	<b>0.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>	<b>0.90</b>	<b>1.00</b>	<b>0.50</b>	<b>0.00</b>



2 Riverchase Office Plaza  
Suite 205  
Hoover, AL 35244  
(205) 988-2069

March 6, 2018

Gresham, Smith & Partners  
3595 Grandview Parkway  
Birmingham, AL 35243

ATTENTION: ROBERT MURPHY  
SUBJECT: VESTAVIA PEDESTRIAN BRIDGE  
EDMONDS PROJECT NO.: BHM18026

Dear Robert:

We are pleased to offer the following proposal for the design of the **HVAC, Electrical and Plumbing** systems for the subject project.

Proposal is based on AIA Document C401 as herein amended.

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## **FACILITY**

Addition of a new Pedestrian Bridge in Vestavia. Bridge to cross over Highway 31, near the Vestavia Library and Wald Park.

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## **PROJECT SCOPE / DESIGN SERVICES**

1. Plumbing to include sump pump for elevator pit and oil interceptor if elevator is hydraulic.
2. HVAC to include air conditioning system for elevator equipment room.
3. Electrical to include: New electrical service to the elevator tower. Lighting and receptacles for elevator tower and bridge.
4. Auxiliary systems to include fire alarm as required.
5. Complete drawings and copy ready specifications suitable for competitive bids and construction. Drawings and documents furnished for each deliverable will be paper plans and specifications.



6. Building Information Modeling (BIM) work to a Level of Development (LOD) 300 as following:
- **Model Content Requirements.** Model Elements are modeled as assemblies accurate, within described range of tolerance, in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.
  - **Authorized Uses:**
    - **Construction.** The model is suitable for the generation of traditional construction documents (e.g. bidding, permit submittal).
    - **Analysis.** The Model may be analyzed by the design team for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
    - **Cost Estimating.** The Model may be used by the design team to develop cost estimates based on the specific data provided and conceptual estimating techniques.
    - **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
    - **Other Authorized Uses.** (LEED or sustainable design analysis, Collision Detection, etc.) Additional authorized uses of the Model developed to a Level 300, if any, are as follows: Not Applicable.
- Note: Not all model elements will be developed to this level.**
7. Meetings and other required interface with Architects, Contractor and Code Officials.
8. Required submittals to state agencies for approval.

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## PROJECT CONSTRUCTION PERIOD SERVICES (NOT IN SCOPE OF WORK)

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### SITE VISITS AND / OR MEETINGS

We have included the following maximum number of site visits and / or meetings:

- (1) – Survey

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### NOT INCLUDED

Our Proposal does not include the following:

1. Any printing or plotting other than for internal and coordination purposes.
2. Any site visits, except as noted above.
3. Design for “Fast Track” construction.



4. Any utilities 5'-0" outside the building.
5. Design of a fire pump for the fire protection system.
6. Design of a domestic water pressure booster system.
7. LEED certification.
8. Advertising for bids.
9. Storm drainage.
10. Sewage lift station or onsite sewage disposal.
11. As-built drawings.
12. Hardware for telephone and data systems.
13. Field testing, including HVAC balancing, recording of electrical use profiles, and sprinkler flow tests.
14. Seismic design for components.
15. Water analysis testing including, but not limited to, hardness, microbiological, and ph in compliance with the "Standard for EPA Water Testing", ASTM G-4-84 Corrosion Testing and the "Standard Method for Examination of Water and Wastewater".
16. Water supply study, modeling or charting.

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### **INFORMATION PROVIDED BY CLIENT**

The Client agrees to furnish Edmonds Engineering, Inc. with the following:

1. A floor plan of the facility in Revit or Autocad format.
2. Architectural plans or computer files as required to define the construction of the facility, including building sections, elevations, and details.
3. A list of all appliances and/or specialty equipment indicating complete requirements for all applicable connection, including: hot and cold water piping, steam piping, condensate piping, waste piping, gas vent, make-up air, and exhaust.

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### **FEE**

Per your request, we offer an hourly not to exceed

MEP design fee as follows:

\$5,000.00

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### **PAYMENT**

Will be the same payment schedule the architect is compensated under i.e. at completion of Design Development Phase: 25% and Construction Documents Phase: 75%.



Should the project be abandoned or canceled, payment shall be made based on time expended at the hourly rates listed below.

Any payments due over 60 days shall be subject to interest of 1 ½% per month, and we reserve the right to stop work until payment is received. Reasonable Attorney's fees that we incur for collections shall be paid by the client.

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**ADDITIONAL SERVICES**

Edmonds Engineering, Inc. may also perform additional services not included above at the request of the Client. Additional services, which can be performed hourly at the rates listed below, may include, but shall not be limited to:

1. Design work not within the "Scope of Work".
2. Detailed cost estimates.
3. Additional work which is due to the "Information Provided by Client" being incomplete.
4. Additional site visitation.
5. Energy Analysis.
6. Subjective HVAC system comparison and report of recommendations.
7. Review of "Value Engineering Items" and incorporation of items into the contract documents.
8. Excessive revisions to drawings or specifications inconsistent with instructions previously given.
9. Consultations made necessary by major defects in Contractor's work.

Hourly Fee	
CEO	\$175 / hr.
Regional Manager	\$150 / hr.
Group Manager	\$140 / hr.
Account Manager	\$125 / hr.
Sr. Project Manager	\$120 / hr.
Project Manager	\$110 / hr.
Project Engineer	\$100 / hr.
Field Engineer/CA	\$95 / hr.



Designer	\$90 / hr.
CAD Operator	\$70 / hr.
Administrator/Clerical	\$60 / hr.

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**PER DIEM**

There is no per diem on this project.

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Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions, please call.

Sincerely,

EDMONDS ENGINEERING, INC.

---

Phillip Graydon, PE  
PROJECT MANAGER

Accepted by,

Gresham, Smith & Partners

---

Signature, Title & Date





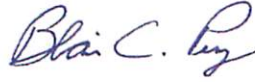
6/15/2018

Alabama Department of Transportation

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**\*\*Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost



6/15/2018

Signed

Date

Alabama Transportation Market Leader

Position/Title

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Supplemental Agreement #1 - Additional Preliminary Roadway, Bridge & Architectural Plans, Update Environmental Studies/Document, Additional Survey, Re-Design Roadway Plan & Bridge Plans, Revise Geotechnical Investigation and Recommendations
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners

SUPPLEMENTAL FEE PROPOSAL SUMMARY		Brief Description of Change / Additional Work Needed
<b>Additional Preliminary Roadway, Bridge &amp; Architectural Plans</b>		
<b>Additional Preliminary Roadway &amp; Bridge Plans &amp; Cost Estimates</b>	\$23,200	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Result of this effort a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction. Includes time/cost to prepare and resubmit 30%/Bridge type, size and location (TS&L) plans to ALDOT for approval.
<b>Additional Preliminary Architectural Plans &amp; Cost Estimates</b>	\$38,658	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Also developed architectural concepts and renderings of proposed bridge architecture. Results of this effort was a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction and architectural concepts to move forward with.
<b>Additional Environmental Studies &amp; Document (PCE-1)</b>	\$13,046	The original environmental document submitted to ALDOT in March 2012 was never approved. Environmental studies and agency concurrences must be updated, and environmental document must be updated to PCE-1. Also includes cost for cultural resources study requested by the Alabama-Coushatta Tribe of Texas.
<b>Additional Field Surveys</b>	\$3,199	Additional field survey needed to tie stairs and sidewalk into Library in the Forest (not included in the scope of the original project/survey)
<b>Revised Roadway (Bridge Site) Plans</b>	\$44,136	Re-design and revise roadway (site) plans to move bridge 30' to south and go back through 30% and Plan-in-Hand reviews. Also expands plans to full set of ALDOT plans to be bid by ALDOT (originally scoped plans were an abbreviated set of plans to be bid by the City of Vestavia Hills).
<b>Revised Pedestrian Bridge Plans</b>	\$60,857	Re-design and revise bridge plans to move bridge 30' to south. Also includes structural design and detailing of architectural elements for bridge and railing/fencing system on main span.
<b>Utility Relocation Plans</b>	\$9,915	Design of relocation plans for 12" water main and ALDOT buried fiber optic line in conflict with new bridge pier. At this point, we are assuming that this utility relocation work will be included in the bridge construction project.
<b>Architectural Design Services</b>	\$48,156	Design of architectural elements of bridge including railing/fencing system on main span, overlook and stairs, elevator/stair tower (includes veneers and finishes), roof system, and other architectural features. Includes coordination time with subconsultants performing structural, mechanical, electrical and plumbing design for elevator/stair tower. Architectural design work was not included in original scope of services or fee. Includes time to address comments from Alabama Building Commission.
<b>Structural Design (Elevator &amp; Stair Tower)</b>	\$18,600	Structural design work for elevator and stair tower.
<b>Mechanical, Electrical, Plumbing &amp; Lighting Design</b>	\$5,250	Mechanical, electrical and plumbing design work, primarily related to elevator. Also includes lighting design for tower, stairs and bridge walkway.
<b>Geotechnical (Supplemental)</b>	\$22,298	Geotechnical field work and recommendations must be re-done due to moving bridge 30' to the south (ALDOT requirement). Also adding geotechnical investigation and recommendations for possible retaining wall on west side to shorten main span length.
<b>GRAND TOTAL FEE</b>		<b>\$287,315</b>

6/15/2018

Alabama Department of Transportation

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Project No. DE-IBRD-A104(916)  
 County Jefferson  
 Description Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park  
Supplemental Agreement #1 - Additional Preliminary  
Roadway, Bridge & Architectural Plans, Update  
 Scope of Work Environmental Studies/Document, Additional Survey,  
 Project Length 0.06 Miles  
 Consultant Gresham, Smith and Partners

PRELIMINARY ROADWAY & BRIDGE PLANS & COST ESTIMATES	Sr. Architect	Sr. Engineer	Engineer / EI	Sr. Bridge Engineer	Bridge Engineer/ Technician
	<b>Task 1 - Additional Preliminary Bridge &amp; Architectural Alternatives</b>				
1. Develop additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location/layout)		2.00	3.00	0.15	
2. Research different elevator options and coordinate with preliminary elevator/stair tower layout					
3. Develop preliminary bridge, elevator & stair tower concept designs		0.50			
4. Develop preliminary bridge and stair railing design/concepts		0.50			
5. Research and develop proposed bridge architecture & architectural materials. Includes several meetings with City staff to review and receive input.					
6. Meetings with City & ALDOT to review additional preliminary bridge & architectural alternatives		1.00			
7. Develop 3D model & color renderings of preliminary bridge and elevator/stair tower concepts					
<b>Task 1 Totals</b>		<b>4.00</b>	<b>3.00</b>	<b>0.15</b>	

6/15/2018

Alabama Department of Transportation

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PRELIMINARY ROADWAY & BRIDGE PLANS & COST ESTIMATES					
	Sr. Architect	Sr. Engineer	Engineer / EI	Sr. Bridge Engineer	Bridge Engineer/ Technician
<b>Task 2 - Preliminary Construction Cost Estimates for Additional Alternatives &amp; Project Funding Coordination</b>					
1. Develop preliminary construction cost estimates for several additional preliminary bridge layout alternatives		2.50	1.50		
2. Coordinate preliminary construction cost vs. ALDOT & City budgets		0.50			
3. Meetings with City & ALDOT to discuss preliminary cost estimates		0.50			
4. Coordinate federal funding amounts with ALDOT & City		0.50			
<b>Task 2 Totals</b>		<b>4.00</b>	<b>1.50</b>		
<b>Task 3 - Revise Preliminary Roadway (Bridge Site) Plans</b>					
1. Revise preliminary roadway (bridge site) plans		0.50	1.00		
2. Submit revised preliminary roadway & bridge (TS&L) plans to ALDOT for preliminary approval		0.25	0.50		
<b>Task 3 Totals</b>		<b>0.75</b>	<b>1.50</b>		
<b>PRELIMINARY ROADWAY &amp; ARCHITECTURAL TOTALS</b>		<b>8.75</b>	<b>6.00</b>	<b>0.15</b>	
<b>Preliminary Bridge Plans</b>					
1. Revise preliminary bridge layout (TS&L) plans				1.00	2.00
2. Coordination with ALDOT & City				0.25	
3. Address ALDOT comments & resubmit TS&L plans				0.50	1.00
<b>PRELIMINARY BRIDGE TOTALS</b>				<b>1.75</b>	<b>3.00</b>
<b>PRELIMINARY PLANS TOTALS</b>		<b>8.75</b>	<b>6.00</b>	<b>1.90</b>	<b>3.00</b>

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Roadway, Bridge & Architectural Plans, Update
<b>Project Length</b>	Environmental Studies/Document, Additional Survey, Re- 0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Preliminary Roadway &amp; Bridge Plans &amp; Cost Estimates)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Arch. + Eng.)	1.97	\$ 510.81	\$ 1,006.30
Senior Architect	0.00	\$ 680.00	\$ -
Senior Engineer	8.75	\$ 405.74	\$ 3,550.23
Engineer / Engineer Intern / Technician	6.00	\$ 310.41	\$ 1,862.46
Senior Bridge Engineer	1.90	\$ 446.00	\$ 847.40
Bridge Engineer/Technician	3.00	\$ 255.00	\$ 765.00
Clerical	0.00	\$ 203.00	\$ -
<b>Total Direct Labor</b>			\$ 8,031.39
Combined Overhead (%)	161.52		\$ 12,972.30
<b>Sub-Total</b>			\$ 21,003.69
Out-of-Pocket Expenses**			\$ 55.05
<b>Sub-Total</b>			\$ 21,058.74
Operating Margin (10%)			\$ 2,105.87
<b>Sub-Total</b>			\$ 23,164.61
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			\$ 23,164.61
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 35.34
<b>TOTAL FEE</b>			\$ 23,199.95

**Project No.** DE-IBRD-A104(916)  
**County** Jefferson  
**Description** Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park  
Supplemental Agreement #1 - Re-design & update  
**Scope of Work** roadway (bridge site) plans, utility relocation plans  
**Project Length** 0.06 Miles  
  
**Consultant** Gresham, Smith and Partners

**Out-of-pocket Expenses (Preliminary Roadway & Bridge Plans & Cost Estimates)**

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Trips to Vestavia Hills City Hall	4	14	\$0.545	\$	30.52
Trips to ALDOT Birmingham Area office	1	25	\$0.545	\$	13.63
Trips to Murray Building Company	1	20	\$0.545	\$	10.90
	0	0	\$0.545	\$	-
<b>Total Mileage Cost</b>				<b>\$</b>	<b>55.05</b>
Subsistence Cost					
	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$	-
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$	-
Travel allowance (12 hour trips)	0	0	\$30.00	\$	-
Travel allowance (overnight)***	0	0	\$75.00	\$	-
				\$	-
<b>Total Subsistence Cost</b>				<b>\$</b>	<b>-</b>
<b>Total Travel Cost</b>				<b>\$</b>	<b>55.05</b>
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Letter size (black & white)	0	100	0	\$ 0.08	\$ -
11"x17" (black & white)	0	100	0	\$ 0.17	\$ -
Letter size (color)	0	70	0	\$ 0.50	\$ -
11"x17" (color)	0	70	0	\$ 1.00	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>				<b>\$</b>	<b>-</b>
<b>Communication Cost (telephone, fax, etc.)</b>					<b>Total</b>
					<b>\$ -</b>
<b>Postage Cost (overnight, stamps, etc.)</b>					<b>Total</b>
					<b>\$ -</b>
<b>Other (provide description on next line)</b>					<b>Total</b>
					<b>\$ -</b>
<b>Total Out-of-pocket Expenses</b>				<b>\$</b>	<b>55.05</b>

**Comments:**

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

**Project No.** DE-IBRD-A104(916)  
**County** Jefferson  
**Description** Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park  
Supplemental Agreement #1 - Additional Preliminary Roadway, Bridge & Architectural Plans, Update  
**Scope of Work** Environmental Studies/Document, Additional Survey,  
**Project Length** 0.06 Miles  
**Consultant** Gresham, Smith and Partners

PRELIMINARY ARCHITECTURAL CONCEPTS, PLANS & COST ESTIMATES	Sr. Architect	Sr. Engineer	Engineer / EI	Sr. Bridge Engineer	Bridge
					Engineer/ Technician
<b>Task 1 - Additional Preliminary Bridge &amp; Architectural Alternatives</b>					
1. Develop additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location/layout)	7.00				
2. Research different elevator options and coordinate with preliminary elevator/stair tower layout	1.50				
3. Develop preliminary bridge, elevator & stair tower concept designs	4.00				
4. Develop preliminary bridge and stair railing design/concepts	1.00				
5. Research and develop proposed bridge architecture & architectural materials. Includes several meetings with City staff to review and receive input.	1.00				
6. Meetings with City & ALDOT to review additional preliminary bridge & architectural alternatives	1.00				
7. Develop 3D model & color renderings of preliminary bridge and elevator/stair tower concepts	2.50				
<b>Task 1 Totals</b>	<b>18.00</b>				
<b>Task 2 - Preliminary Construction Cost Estimates for Additional Alternatives &amp; Project Funding Coordination</b>					
1. Develop preliminary construction cost estimates for several additional preliminary bridge layout alternatives	2.00				
2. Coordinate preliminary construction cost vs. ALDOT & City budgets	0.50				
3. Meetings with City & ALDOT to discuss preliminary cost estimates	0.50				
4. Coordinate federal funding amounts with ALDOT & City					
<b>Task 2 Totals</b>	<b>3.00</b>				
<b>Task 3 - Revise Preliminary Roadway (Bridge Site) Plans</b>					
1. Revise preliminary roadway (bridge site) plans	0.50				
2. Submit revised preliminary roadway & bridge (TS&L) plans to ALDOT for preliminary approval					
<b>Task 3 Totals</b>	<b>0.50</b>				
<b>PRELIMINARY ROADWAY &amp; ARCHITECTURAL TOTALS</b>	<b>21.50</b>				
<b>Preliminary Bridge Plans</b>					
1. Revise preliminary bridge layout (TS&L) plans					
2. Coordination with ALDOT & City					
3. Address ALDOT comments & resubmit TS&L plans					
<b>PRELIMINARY BRIDGE TOTALS</b>					
<b>PRELIMINARY PLANS TOTALS</b>	<b>21.50</b>				



<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Roadway, Bridge & Architectural Plans, Update
<b>Project Length</b>	Environmental Studies/Document, Additional Survey, Re- 0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Fee Proposal (Preliminary Architectural Concepts, Plans & Cost Estimates)**

<b>PERSONNEL COST</b>			
	Man-days	x Daily Rate	
Project Manager (10% of Arch.)	2.15	\$ 415.36	\$ 893.02
Senior Architect	21.50	\$ 522.40	\$ 11,231.60
Senior Engineer	0.00	\$ 405.74	\$ -
Engineer / Engineer Intern / Technician	0.00	\$ 310.41	\$ -
Senior Bridge Engineer	0.00	\$ 446.00	\$ -
Bridge Engineer/Technician	0.00	\$ 255.00	\$ -
Clerical	0.00	\$ 203.00	\$ -
<b>Total Direct Labor</b>			\$ 12,124.62
Combined Overhead (%)	158.09		\$ 19,167.81
<b>Sub-Total</b>			\$ 31,292.43
Out-of-Pocket Expenses**			\$ 148.53
<b>Sub-Total</b>			\$ 31,440.96
Operating Margin (10%)			\$ 3,144.10
<b>Sub-Total</b>			\$ 34,585.06
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Murray Building Company (Architectural Cost Estimates)			\$ 3,828.55
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 191.43
<b>Sub-Total</b>			\$ 38,605.04
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 53.35
<b>TOTAL FEE</b>			\$ 38,658.39

Project No. DE-IBRD-A104(916)  
 County Jefferson  
 Description Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park  
Supplemental Agreement #1 - Re-design & update  
 Scope of Work roadway (bridge site) plans, utility relocation plans  
 Project Length 0.06 Miles  
 Consultant Gresham, Smith and Partners

**Out-of-pocket Expenses (Preliminary Architectural Concepts, Plans & Cost Estimates)**

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Vestavia Hills City Hall	1	14	\$0.545	\$ 7.63
Trips to ALDOT Birmingham Area office	0	25	\$0.545	\$ -
Trips to Murray Building Company	1	20	\$0.545	\$ 10.90
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ 18.53</b>

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 18.53</b>

**PRINTING / REPRODUCTION COST**

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Letter size (black & white)	1	100	100	\$ 0.08	\$ 8.00
11"x17" (black & white)	1	100	100	\$ 0.17	\$ 17.00
Letter size (color)	1	70	70	\$ 0.50	\$ 35.00
11"x17" (color)	1	70	70	\$ 1.00	\$ 70.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 130.00</b>

Communication Cost (telephone, fax, etc.)	<b>Total</b>
	<b>\$ -</b>

Postage Cost (overnight, stamps, etc.)	<b>Total</b>
	<b>\$ -</b>

Other (provide description on next line)	<b>Total</b>
	<b>\$ -</b>

<b>Total Out-of-pocket Expenses</b>	<b>\$ 148.53</b>
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Comments:

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

<b>Project No.</b> <u>DE-IBRD-A104(916)</u> <b>County</b> <u>Jefferson</u> <b>Description</b> <u>Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park</u> <b>Scope of Work</b> <u>Environmental Study &amp; PCE-1</u> <b>Project Length</b> <u>0.06 Miles</u>  <b>Consultant</b> <u>Gresham, Smith and Partners</u>					
<b>ENVIRONMENTAL STUDIES &amp; PCE-1</b>	Sr. Engineer	Engineer / EI / Technician	Environmental	Environ. Tech.	Clerical
<b>Task A: Environmental Coordination &amp; Concurrences</b>					
1. Coordinate with ALDOT on status of prior environmental document and new environmental document requirements.	0.50				
2. Site visit to obtain updated photographs of project area. Label project photos & prepare photo key.	0.10	0.75			
3. Update maps, exhibits & project description	0.25	0.50			
4. Prepare and submit updated project information to United States Corps of Engineers for concurrence		0.15			
5. Engangered Species - Review and confirm project complies with Alabama Endangered Species MOA	0.10				
6. Prepare and submit updated project information to United States Fish & Wildlife Service for concurrence		0.25			
7. Federally listed bats - research to determine if project occurs within White Nose Syndrome (WNS) Zone.		0.25			
8. Cultural Resources - review and confirm project complies with Alabama SHPO Section 106 MOA.		0.15			
9. Cultural Resources Assessment - prepare and submit information for cultural resources assessment requested by Coushatta-Alabama tribe. Coordinate with cultural resources subconsultant.		0.25			
10. Hazardous Materials - research records to confirm project does not involve hazardous materials site.		0.25			
11. Coordination with ALDOT & Various agencies	0.50	0.50			
<b>Task A Totals</b>	<b>1.45</b>	<b>3.05</b>			
<b>Task B: Public Involvement Meeting</b>					
1. Coordinate Public Involvement Meeting with ALDOT & City	0.15				
2. Prepare Exhibits for Public Involvement Meeting	0.25	1.00			
3. Attend Public Involvement Meeting / Analyze Comments	0.25	0.50			
<b>Task B Totals</b>	<b>0.65</b>	<b>1.50</b>			

ENVIRONMENTAL STUDIES & PCE-1					
	Sr. Engineer	Engineer / EI / Technician	Environmental	Environ. Tech.	Clerical
<b>Task C: Prepare PCE-1</b>					
1. Prepare draft PCE-1 and submit to ALDOT for review	0.25	1.00			0.15
2. Coordinate with ALDOT on PCE-1	0.25	0.25			
3. Revise & resubmit PCE-1 to ALDOT	0.25	0.50			
<b>Task C Totals</b>	<b>0.75</b>	<b>1.75</b>			<b>0.15</b>
<b>TOTALS</b>	<b>2.85</b>	<b>6.30</b>			<b>0.15</b>

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Environmental Study & PCE-1
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Environmental PCE-1)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.92	\$ 510.81	\$ 469.95
Senior Engineer	2.85	\$ 405.74	\$ 1,156.36
Engineer / Engineer Intern / Technician	6.30	\$ 310.41	\$ 1,955.58
Environmental	0.00	\$ -	\$ -
Environmental Technician	0.00	\$ -	\$ -
Clerical	0.15	\$ 203.00	\$ 30.45
<b>Total Direct Labor</b>			\$ 3,612.34
Combined Overhead (%)	161.52		\$ 5,834.65
Out-of-Pocket Expenses**			\$ 90.58
<b>Sub-Total</b>			\$ 9,537.57
<b>Operating Margin (10%)</b>			\$ 953.76
<b>Sub-Total</b>			\$ 10,491.33
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
University of Alabama - Office of Archaeological Research		\$	2,418.28
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	120.91
<b>Sub-Total</b>			\$ 13,030.52
Facilities Capital Cost of Money (% of Direct Labor)	0.44	\$	15.89
<b>TOTAL FEE</b>			\$ 13,046.41

\*\*See Grand Total Fee sheet

<b>Project No.</b> <u>DE-IBRD-A104(916)</u>				
<b>County</b> <u>Jefferson</u>				
<b>Description</b> <u>Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park</u>				
<b>Scope of Work</b> <u>Environmental Study &amp; PCE-1</u>				
<b>Project Length</b> <u>0.06 Miles</u>				
<b>Consultant</b> <u>Gresham, Smith and Partners</u>				
<b>Out-of-pocket Expenses (Environmental PCE-1)</b>				
<b>TRAVEL COST</b>				
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>
To Site/Vestavia Hills, AL	2	15	\$0.545	\$ 16.35
To ALDOT Birmingham Area Office	1	25	\$0.545	\$ 13.63
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ 29.98</b>
<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 29.98</b>
<b>PRINTING / REPRODUCTION COST</b>				
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>
Color Public Involvement Maps (6 sf +/-)	5	1	5	\$ 6.06
Black & White Maps (6 sf +/-)	5	1	5	\$ 6.06
	0	0	0	\$ 0.50
	0	0	0	\$ 0.06
	0	0	0	\$ -
	0	0	0	\$ -
<b>Total Printing/Reproduction Cost</b>				<b>\$ 60.60</b>
<b>Communication Cost (telephone, fax, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Postage Cost (overnight, stamps, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Other (provide description on next line)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Total Out-of-pocket Expenses</b>				<b>\$ 90.58</b>

August 21, 2017

Mr. Marc Thompson

Gresham, Smith and Partners

3595 Grandview Parkway, Suite 300

Birmingham, Alabama 35243

**Re: Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama**

Dear Mr. Thompson,

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for the proposed Cultural Resources Survey for a proposed pedestrian trail in Vestavia Hills, Jefferson County, Alabama. Included in this proposal package are a Statement of Work, Work Schedule, Budget, and Project Information Request Form. The Statement of Work, found in Attachment I, contains a description of the work to be done by The University of Alabama Office of Archaeological Research, as well as additional information relevant to this project. The Work Schedule, found in Attachment II, displays the estimated timetable for completing the work as outlined in Attachment I. The Budget, found in Attachment III, contains an itemized estimation of costs as it relates to the Statement of Work.

The University of Alabama, Office of Archaeological Research looks forward to applying its expertise and experience to this project. In the instance of acceptance, please forward notification to Sam Mizelle to initiate the Contract process. The University of Alabama will promptly provide a Contract for execution upon a notice of acceptance.

If you have any questions or comments about the proposal package, please do not hesitate to contact the Office of Archaeological Research. Thank you for your consideration.

Sincerely,



Sam Mizelle

Cultural Resources Investigator/IT Manager  
The University of Alabama, Office of Archaeological Research

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## Statement of Work

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### **Project Information**

**Project Title:** Cultural Resources Survey for Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama

**Sponsoring Company/Agency:** Gresham, Smith and Partners

**Point of Contact Info:** Marc Thompson / Sam Mizelle

**Principal Investigator:** Matt Gage

### **Description of Work**

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for a cultural resources survey for a proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama (Figure 1). All phases of the research will be conducted in compliance with the guidelines set forth by the Department of the Interior and the Alabama Historical Commission (AHC) for Section 106 of the National Historic Preservation Act (NHPA) of 1966 as amended 2006 (16 USC 470) and its implementing regulations (36 CFR 800). It is understood that the proposed undertaking is being funded with federal dollars. As such accounting will follow Office of Management and Budget Uniform Guidance (2 CFR, Part 200). Included with this research design is an itemized estimation of costs as it relates to the Statement of Work. The budget has been prepared in reliance upon the information provided by your organization.

A cultural resources survey generally involves a literature/records search and an actual on-site field survey. A literature/records search will identify any National Register of Historic Places (NRHP) properties which may be located in the project area, as well as previously recorded archaeological sites, historic and prehistoric, in the vicinity.

Field investigations will include a pedestrian survey of the entire proposed project area. Both archaeological and structural (historic) resources will be considered. Field techniques will include visual inspection of exposed surface areas, and the employment of 30 cm (12 in) diameter shovel tests spaced at 30 m (98 ft) intervals along survey transects spaced at 30 m (98 ft). Shovel tests will be excavated to a maximum of 70 cm (27.6 in) or until sterile subsoil is encountered. All excavated material will be



screened through 6.35 mm (0.25 in) hardware mesh in an effort to recover and identify cultural material. Each survey team will be equipped with a hand held GPS receiver to record any archaeological sites, shovel test and photograph locations, anthropogenic features, and other pertinent characteristics encountered during the field survey. In the event that an archaeological site is encountered, an assessment of NRHP eligibility is necessary based on criteria established by the National Park Service (NPS).

Should a site not be considered eligible for the NRHP, then the site will be recommended as ineligible for listing to the NRHP and that the proposed undertaking is not considered likely to have an adverse effect. Should a site be considered potentially eligible for the NRHP it will be recommended as having the potential for adverse effect on a significant cultural resource based on applicable NPS criteria. Also, this survey will identify historic structures, defined as 50 years or older. Historic structures will be evaluated to Phase I standards regarding their NRHP eligibility also in accordance with NPS guidelines.

### **Deliverables**

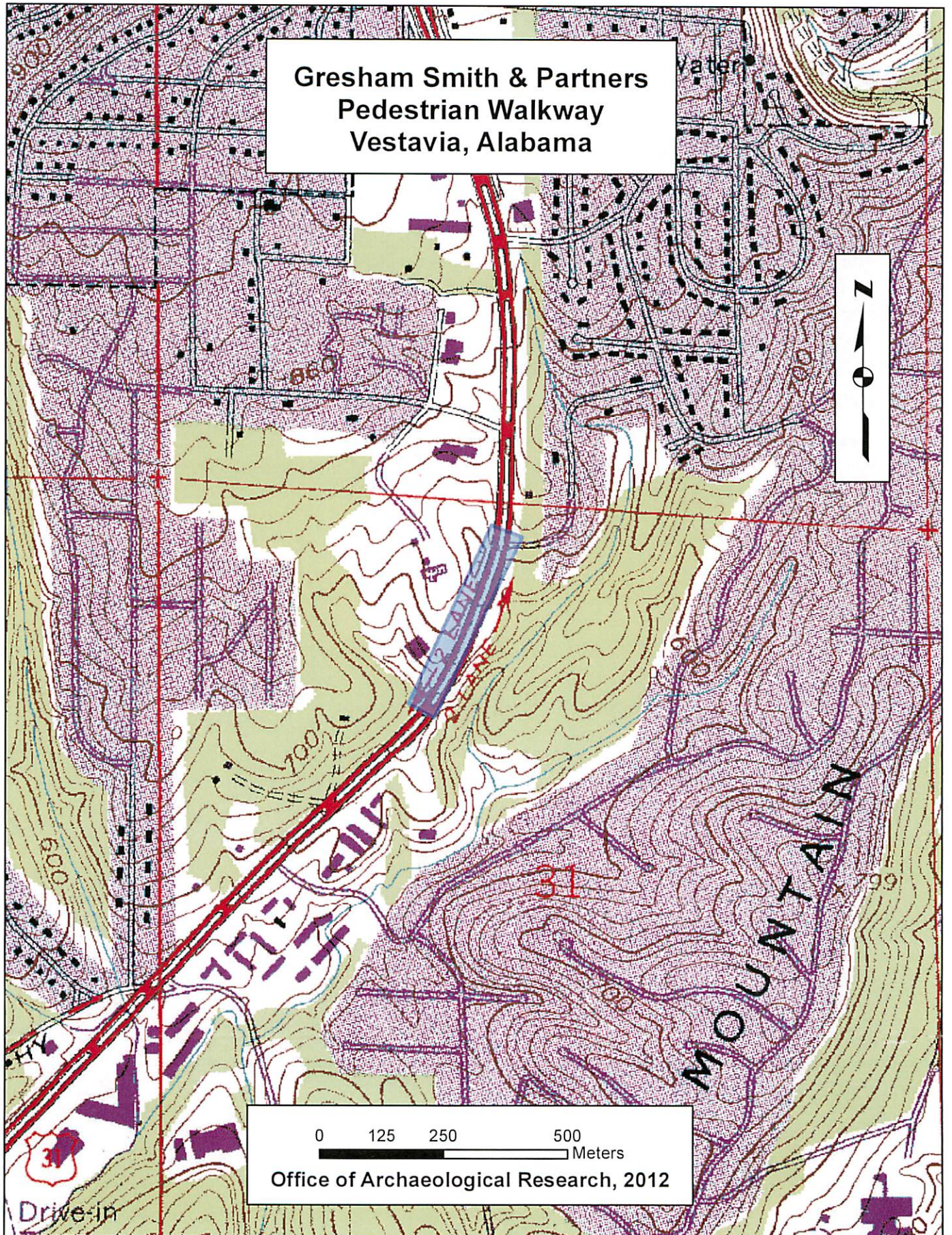
A report will be prepared detailing our Phase I investigations in the field and laboratory. Recommendations of potential affect for historic properties will be generated in the report. This report must be submitted to and approved by the lead Agency in accordance with Section 106 of the NHPA.

Gresham Smith & Partners  
Pedestrian Walkway  
Vestavia, Alabama



0 125 250 500  
Meters

Office of Archaeological Research, 2012



ATTACHMENT II

**Schedule of Work**

Background Research/Field Work	1 day
Laboratory Analysis and Report Production	1 week

**The official Period of Performance for this project will be established by final binding Contract. Authorization or notice to proceed dates must fall within the Period of Performance as stated in the Contract.**

## ATTACHMENT III

**Budget**

<b>Cost Proposal</b>	
<b>Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Alabama</b>	
Salaries & Wages	\$1,232.64
Benefits	\$431.42
<b>Subtotal Salaries, Wages, Benefits</b>	<b>\$1,664.07</b>
Travel	\$92.70
Operating (Supplies, Phone, Postage, etc.)	\$60.00
Curation	\$102.50
<b>Subtotal Operating Expense</b>	<b>\$255.20</b>
F&A (@ 26% MTDC)	\$499.01
<b>GRAND TOTAL</b>	<b>\$2,418.28</b>

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Supplemental Agreement #1 - Additional Preliminary Roadway, Bridge & Architectural Plans, Update
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Field Survey)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of PLS)	0.00	\$ 510.81	\$ -
PLS	0.00	\$ -	\$ -
Survey Crew (see man-day sheet)	0.00	\$ -	\$ -
Engineering Technician/CADD	0.00	\$ 310.41	\$ -
Clerical	0.00	\$ 203.00	\$ -
<b>Total Direct Labor</b>			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ -
			\$ -
Operating Margin (15%)			\$ -
<b>Sub-Total</b>			\$ -
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Sain Associates			\$ 3,047.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 152.35
<b>Sub-Total</b>			\$ 3,199.35
			\$ -
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
<b>TOTAL FEE</b>			<b>\$ 3,199.35</b>



6/15/2018

Alabama Department of Transportation

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Project No. _____ County <u>Jefferson</u> Description <u>Vestavia Ped Bridge</u> Scope of Work _____ Project Length <u>0.50</u> Miles Consultant <u>Sain Associates</u>				
<b>FIELD SURVEY</b>	PLS	Crew	Tech/CADD	Clerical
Based on a <b>0</b> Man Crew				
<b>Task A: Mobilization and Basic Control Survey</b>				
A-1 Mobilize/Demobilize	0.10	0.25	0.00	0.00
<del>A-2 Contact Property Owners</del>				
<del>A-3 Perform Basic Control Survey</del>				
A-4 Conduct On-site Inspection	0.20	0.00	0.00	0.00
<b>Task A Totals</b>	<b>0.30</b>	<b>0.25</b>	<b>0.00</b>	<b>0.00</b>
<b>Task B: Project Alignment and Profile</b>				
<del>B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram</del>				
<del>B-2 Establish Centerline/Obtain Ground Profile</del>				
B-3 Obtain Topographic Data	0.00	0.75	0.50	0.00
<b>Task B Totals</b>	<b>0.00</b>	<b>0.75</b>	<b>0.50</b>	<b>0.00</b>
<b>Task C: Supplemental Control Surveys and Data Gathering</b>				
<del>C-1 Traverse Cross-Roads and Railroads</del>				
<del>C-2 Stream Topography &amp; Cross Sections/Complete HYD-100 &amp; 101 Forms</del>				
<del>C-3 Define Drainage Areas/Prepare Schematic Drainage Map</del>				
<del>C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points</del>				

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FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
<b>Task C Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Task D: Utility Surveys, Drainage Sections and Compilation of Data</b>				
D-1 Identify/Locate Utilities				
D-2 Obtain Hydrological Location Survey				
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline				
D-4 Obtain Copies of Latest Deeds				
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points				
D-6 Reduce Survey Field Notes	0.10	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task D Totals</b>	<b>0.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>	<b>0.90</b>	<b>1.00</b>	<b>0.50</b>	<b>0.00</b>



<b>Project No.</b> _____			
<b>County</b> Jefferson			
<b>Description</b> Vestavia Ped Bridge			
<b>Scope of Work</b> _____			
<b>Project Length</b> 0.50 Miles			
<b>Consultant</b> Sain Associates			
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.09	\$ 256.40	\$ 23.08
PLS	0.90	\$ 346.48	\$ 311.83
Survey Crew (see man-day sheet)	1.00	\$ 511.76	\$ 511.76
Engineering Technician/CADD	0.50	\$ 234.88	\$ 117.44
Clerical	0.00	\$ 187.20	\$ -
<b>Total Direct Labor</b>			\$ 964.11
Combined Overhead (%)	187.03		\$ 1,803.17
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ 2,767.28
Operating Margin (10%)			\$ 276.73
<b>Sub-Total</b>			\$ 3,044.01
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			\$ 3,044.01
Facilities Capital Cost of Money (% of Direct Labor)	0.36		\$ 3.47
<b>TOTAL FEE</b>			\$ 3,047.48

6/15/2018

Alabama Department of Transportation

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Project No. \_\_\_\_\_  
 County Jefferson  
 Description Vestavia Ped Bridge  
 Scope of Work \_\_\_\_\_  
 Project Length 0.50 Miles  
 Consultant Sain Associates

**Out-of-pocket Expenses (Field Survey)**

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.500	\$	-
	0	0	\$0.500	\$	-
	0	0	\$0.500	\$	-
	0	0	\$0.500	\$	-
<b>Total Mileage Cost</b>				\$	-
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$	-
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$	-
Travel allowance (12 hour trips)	0	0	\$30.00	\$	-
Travel allowance (overnight)***	0	0	\$75.00	\$	-
				\$	-
<b>Total Subsistence Cost</b>				\$	-
<b>Total Travel Cost</b>				\$	-
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					\$ -
Communication Cost (telephone, fax, etc.)				<b>Total</b>	
				\$	-
Postage Cost (overnight, stamps, etc.)				<b>Total</b>	
				\$	-
Other (provide description on next line)				<b>Total</b>	
				\$	-
<b>Total Out-of-pocket Expenses</b>				\$	-

Comments:

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

Project Number <u>DE-IBRD-A104(916)</u> CPMS # _____ County <u>Jefferson</u> Description <u>Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park</u> Supplemental Agreement #1 - Re-design & update roadway Scope of work <u>(bridge site) plans, utility relocation plans</u> Length <u>0.06</u> miles Consultant <u>Gresham, Smith and Partners</u>						
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER		TECHNICIAN		
		SHEET	TOTAL	SHEET	TOTAL	
TITLE SHEET	1.00	0.15	0.15	0.15	0.15	Update with new pedestrian bridge location
INDEX SHEET	1.00					No or minimal updates
INDEX TO SPECIAL & STANDARD DRWGS	1.00	0.15	0.15	0.25	0.25	Update with latest drawings
GEOMETRIC LAYOUT/SURVEY CONTROL	2.00	0.15	0.30	0.25	0.50	Update as needed, add new ped bridge alignment, show new tie stations, add new alignment information, revise sidewalk alignment & label
PROJECT NOTE SHEET (Project)	1.00					No or minimal updates
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.15	0.15	Update to the newest sheet available from ALDOT
PROJECT NOTE SHEET (Signage)	1.00					
PROJECT NOTE SHEET (Lighting)	1.00	0.25	0.25	0.25	0.25	Add Sheet - Lighting on bridge, landscape lighting, and street light relocation
PLANS LEGEND & ABBREVIATIONS	2.00	0.05	0.10	0.06	0.12	Update to the newest sheets available from ALDOT
<b>TYPICAL SECTIONS</b>						
Main Roadway	1.00	0.25	0.25	0.50	0.50	Update typical section with revised sidewalk & retaining wall locations
Ramps						
Details	0.50	0.25	0.13	0.50	0.25	Add detail for ramp from bridge end to sidewalk at Wald Park Side
<b>SUMMARY SHEET</b>						
Main Summary	2.00	0.50	1.00	1.00	2.00	Update main summary sheet & add one (no main summary sheets set up in original fee proposal). Separate quantities into different funding categories (HPP, TAP, locally funded)
<b>SUMMARY BOX SHEETS</b>						
Clearing & Grubbing	0.25	0.25	0.06	0.50	0.13	Update quantity & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Minor Structure Concrete, Steel & Handrail	0.25	0.50	0.13	1.00	0.25	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Removal of Sidewalks	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Slope Protection	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Sidewalk	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Temporary Seeding & Mulching	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Retaining Walls	0.25	1.00	0.25	2.00	0.50	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Roadway Lighting	0.50	1.00	0.50	1.50	0.75	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER		TECHNICIAN		
		SHEET	TOTAL	SHEET	TOTAL	
Solid Sodding	0.25	0.50	0.13	2.00	0.50	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Erosion & Sediment Control	0.50	0.50	0.25	1.00	0.50	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Landscaping Items						
Landscape Lighting						
Removal Items						
Misc Boxes						
Guardrail/Guardrail End Anchors						
<b>PLAN &amp; PROFILE</b>						
Main Roadway (Bridge Site Plan)	1.00	1.50	2.00	3.00	4.00	Modify existing plan sheet - revise bridge location, show new bridge alignment, revise sidewalks, modify all labels. Bring in additional survey. Revise stair layout.
Profile (US-31)	1.00	0.10	0.10	0.20	0.20	Update bridge crossing location on profile
Profile (Pedestrian Bridge)	1.00	0.50	0.50	1.00	1.00	Cut new profile at new bridge location, vertical alignment of bridge and connecting walkway on west side, check/show vertical clearance, annotations/labels, etc.
Retaining Walls	2.00	0.50	1.00	1.00	2.00	Add Retaining Wall Sheets, if needed
<b>TRAFFIC CONTROL</b>						
Sequence of Construction	0.50					
Summary & Items	0.50					
Typical Section Sketches						
Layout Sheets (signs, devices, shifts, etc.)	1.00	0.06	0.06	0.25	0.25	Update Sidewalk Closure Map w/ Ped Bridge New Location
Special Drawings	7.00	0.02	0.14	0.03	0.21	ALDOT TCP Details 2001, 2001a, 2008, 2019, 2020, 2025, 2025a - Update these drawings as necessary, add new as needed
<b>SIGNING</b>						
Sign Layout						
Sign X-Section						
Sign Panel Details						
Soils Data Sheets (provided by ALDOT)						
<b>LIGHTING</b>						
Plan Layout	1.00					Edmonds handling bridge walkway & tower lighting. Time in original proposal to be used for relocation of existing street light.
Demo Plans						Show demo on lighting plan sheet
Special Details						
Soils & Passive Pressure (provided by ALDOT)						

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER		TECHNICIAN		
		SHEET	TOTAL	SHEET	TOTAL	
<b>UTILITY SHEETS</b>						
Utility Locations	1.00	0.15	0.15	0.50	0.50	Minor updates with new bridge location. Update utility contact information
Utility Coordination & Agreements (Additional)			1.00		1.00	
<b>SOIL SHEETS</b>						
Soil Boring Logs	1.00					Included in original fee proposal
Soil Profile						
<b>EROSION CONTROL</b>						
Legend & Sequence	1.00	0.03	0.03	0.06	0.06	Update to latest legend
Phased Sheets (Phase I)	1.00	0.10	0.10	0.25	0.25	Update based on new ped bridge location and sidewalks
Phased Sheets (Phase II)	1.00	0.10	0.10	0.25	0.25	Update based on new ped bridge and sidewalks location (phased sheets not included in original fee proposal)
Phased Sheets (Phase III)	1.00	0.10	0.10	0.25	0.25	Update based on new ped bridge and sidewalks location (phased sheets not included in original fee proposal)
<b>ROADWAY CROSS SECTIONS</b>						
Earthwork Balancing						
Cross-Sections (Sidewalks)	2.00	0.25	0.50	0.50	1.00	Not included in original fee proposal. ALDOT wants sidewalks shown on cross sections.
<b>REVIEW COMMENTS</b>						
30% Review						Included in original fee proposal
Plan-in-Hand Inspection						Included in original fee proposal
PS&E Inspection						Included in original fee proposal
Final-Back Check submittal			1.00		2.50	Not included in original fee proposal (original City-bid project)
Construction Bureau submittal			1.00		2.50	Not included in original fee proposal (original City-bid project)
Office Engineer submittal			0.50		0.50	Not included in original fee proposal (original City-bid project)
<b>Cost Estimates</b>						
Cost Estimates						Included in original fee proposal
Design Hearing						
Special Provisions			1.00		2.00	
<b>SUB-TOTAL</b>						
	40.50		13.35		25.87	
10% Supervision			1.34			
<b>TOTALS</b>						
	40.50		13.35		25.87	

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Alabama Department of Transportation

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<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Roadway Plans)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	2.59	\$ 510.81	\$ 1,323.00
Senior Engineer	13.35	\$ 405.74	\$ 5,416.63
Engineer / Engineer Intern / Technician	25.87	\$ 310.41	\$ 8,030.31
Clerical	0.50	\$ 203.00	\$ 101.50
<b>Total Direct Labor</b>			\$ 14,871.44
Combined Overhead (%)	161.52		\$ 24,020.35
Out-of-Pocket Expenses**			\$ 1,172.36
<b>Sub-Total</b>			\$ 40,064.15
<b>Operating Margin (10%)</b>			\$ 4,006.42
<b>Sub-Total</b>			\$ 44,070.57
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			\$ 44,070.57
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 65.43
<b>TOTAL FEE</b>			\$ 44,136.00

\*\*See Grand Total Fee sheet

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Alabama Department of Transportation

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**Project No.** DE-IBRD-A104(916)  
**County** Jefferson  
**Description** Pedestrian Walkway Over US-31 in Vestavia Hills  
 Near Wald Park  
**Scope of Work** Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans  
**Project Length** 0.06 Miles  
**Consultant** Gresham, Smith and Partners

**Out-of-pocket Expenses (Roadway Plans)**

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Site (Vestavia Hills, AL)	0	15	\$0.545	\$ -
Trips to ALDOT Birmingham Area Office	0	25	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ -</b>

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

**PRINTING / REPRODUCTION COST**

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
11"x17" checksets & submittals	75	28.00	2100	\$ 0.53	\$ 1,113.00
22"x34" Checksets	2	28.00	56	\$ 1.06	\$ 59.36
	0	0.00	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 1,172.36</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
	\$ -

<b>Total Out-of-pocket Expenses</b>	<b>\$ 1,172.36</b>
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**Comments:**

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

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

Consultant: **Gresham, Smith and Partners**

Submittal Date:

PROJECT NO: DE-IBRD-A104(916)  
 DESCRIPTION: Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park  
 COUNTY: Jefferson

SHEET TITLE	NO. OF UNITS	CONSULTANT ESTIMATED MANDAYS			
		ENGR. TOTAL	TECH. TOTAL		
		days/sheet	days/sheet	DAYS	DAYS

**STAIR AND ELEVATOR DESIGN & DETAIL**

Design of stair well & elevator	<input type="text" value="0"/>	<input type="text" value="0"/>	0	<input type="text" value="0"/>	0
Stair well and elevator details (3 sheets)	<input type="text" value="0"/>	<input type="text" value="0"/>	0	<input type="text" value="0"/>	0
	<input type="text" value="0"/>	<input type="text" value="0"/>	0	<input type="text" value="0"/>	0
<b>SUBTOTAL</b>	<b>0</b>		<b>0</b>		<b>0</b>

design = 20  
 plans = 36.25  
 shop drawin 0  
 total= 56.25

**BRIDGE SUPERSTRUCTURE DESIGN & DETAIL**

Bearing Pad Design	<input type="text" value="1"/>	<input type="text" value="1.5"/>	1.5	<input type="text" value="0"/>	0
Beam Design (2 design)	<input type="text" value="2"/>	<input type="text" value="4"/>	8	<input type="text" value="0"/>	0
Handrail & fence design	<input type="text" value="1"/>	<input type="text" value="2.5"/>	2.5	<input type="text" value="0"/>	0
Plan & Elevation sheet	<input type="text" value="1"/>	<input type="text" value="0.25"/>	0.25	<input type="text" value="1"/>	1
General Notes sheet	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="1"/>	1
Deck Plan and Section	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="2.5"/>	2.5
Miscellaneous superstructure details	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="2.5"/>	2.5
Handrail & Fence details	<input type="text" value="2"/>	<input type="text" value="2"/>	4	<input type="text" value="2"/>	4
Beam table	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="1"/>	1
U 48 beam details - index 20248 (4)	<input type="text" value="4"/>	<input type="text" value="0.25"/>	1	<input type="text" value="0.5"/>	2
U beam details/notes- index 20210 (2)	<input type="text" value="2"/>	<input type="text" value="0.25"/>	0.5	<input type="text" value="0.5"/>	1
<b>SUBTOTAL</b>	<b>17</b>		<b>21.75</b>		<b>15</b>

**BRIDGE SUBSTRUCTURE DESIGN & DETAIL**

End Bent Design (1 end bent)	<input type="text" value="1"/>	<input type="text" value="2.5"/>	2.5	<input type="text" value="0"/>	0
Pier Design (2 piers)	<input type="text" value="2"/>	<input type="text" value="4"/>	8	<input type="text" value="0"/>	0
End Bent sheet (1 end bent)	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="2.5"/>	2.5
Pier sheets (2 piers)	<input type="text" value="2"/>	<input type="text" value="1"/>	2	<input type="text" value="3"/>	6
<b>SUBTOTAL</b>	<b>6</b>		<b>13.5</b>		<b>8.5</b>

**SHOP DRAWING REVIEW**

Bearings Pad

Prestressed Girders

**SUBTOTAL** 0

TOTALS - Total # Shts 16 Engr Days 35.25 Tech Days 23.5

total = 58.75



FEE COMPUTATIONS FOR BRIDGE PLANS

Consultant:	<b>Gresham, Smith and Partners</b>	PROJECT NO:	DE-IBRD-A104(916)
		DESCRIPTION:	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
		COUNTY:	Jefferson

EMPLOYEE WAGES:

Project Manager (10% of Engineer)	3.53	Days	x	\$510.81	per Day	=	\$1,803.16
>>>>>>>>>							
Senior Bridge Engine	35.25	Days	x	\$446.00	per Day	=	\$15,721.50
Bridge Engineer/Tecl	23.50	Days	x	\$255.00	per Day	=	\$5,992.50
<b>TOTAL DIRECT LABOR</b>							<b>\$23,517.16</b>
Combined Overhead (%) >>>>>	161.52 %		x	\$23,517.16		=	\$37,984.92
<b>SUBTOTAL COSTS</b>							<b>= \$61,502.08</b>
Out-of-pocket expense**							= \$0.00
PROFIT (10%)							= \$6,150.21
<b>TOTAL BRIDGE FEE</b>							<b>= \$67,652.29</b>
ORIGINAL BRIDGE FEE REMAINING							= \$6,795.64
<b>TOTAL ADDITIONAL FEE</b>							<b>= \$60,856.65</b>

\*\*See Grand Total Fee sheet

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Alabama Department of Transportation

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<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills
<b>Scope of Work</b>	Near Wald Park
<b>Project Length</b>	Supplemental Agreement #1 - Re-design bridge
	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Out-of-pocket Expenses (Bridge Plans)**

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ -</b>

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

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
	\$ -

<b>Total Out-of-pocket Expenses</b>	<b>\$ -</b>
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Comments:

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

Project Number <u>DE-IBRD-A104(916)</u> CPMS # _____ County <u>Jefferson</u> Description <u>Pedestrian Walkway Over US-31 in Vestavia Hills Near Waid Park</u> Scope of work <u>Supplemental Agreement #1 - Re-design &amp; update roadway (bridge site) plans, utility relocation plans</u> Length <u>0.06</u> miles						
Consultant <u>Gresham, Smith and Partners</u>						
UTILITY RELOCATION PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER SHEET	TECHNICIAN SHEET	TOTAL SHEET	TOTAL SHEET	
<b>SUMMARY BOX SHEETS</b>						
Utility Relocation (Water main)	0.50	0.50	0.25	1.00	0.50	Qualities and summary box for BWWB water main relocation
Utility Relocation (Buried Fiber Optic Line)	0.25	2.00	0.50			Qualities and summary box for ALDOT buried fiber optic line relocation
<b>UTILITY (WATER MAIN) RELOCATION SHEETS</b>						
Plan sheet & details	1.00	0.50	0.50	2.00	2.00	GS&P to do water main relocation plans to be part of bridge construction project
Water main profile	1.00	0.50	0.50	0.50	0.50	
<b>UTILITY (BURIED FIBER OPTIC) RELOCATION SHEETS</b>						
Coordinate location, clearances, sequence, etc w/ALDOT & BWWB			0.50			
Temporary Relocation Plan & Details			1.00			
Permanent Relocation Plan			1.00			
Design Details, Coordination with Bridge Foundations			1.00			
Notes			0.50			
<b>SUB-TOTAL</b>						
10% Supervision	2.75		5.75		3.00	
<b>TOTALS</b>						
	2.75		5.75		3.00	

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Utility Relocation Plans)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.30	\$ 510.81	\$ 153.24
Senior Engineer	5.75	\$ 405.74	\$ 2,333.01
Engineer / Engineer Intern / Technician	3.00	\$ 310.41	\$ 931.23
Clerical	0.00	\$ 203.00	\$ -
<b>Total Direct Labor</b>			\$ 3,417.48
Combined Overhead (%)	161.52		\$ 5,519.91
Out-of-Pocket Expenses**			\$ 62.46
<b>Sub-Total</b>			\$ 8,999.85
Operating Margin (10%)			\$ 899.99
<b>Sub-Total</b>			\$ 9,899.84
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			\$ 9,899.84
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 15.04
<b>TOTAL FEE</b>			\$ 9,914.88

\*\*See Grand Total Fee sheet

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<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Out-of-pocket Expenses (Utility Relocation Plans)**

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Site (Vestavia Hills, AL)	2	15	\$0.545	\$ 16.35
Trips to ALDOT Birmingham Area Office	0	25	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ 16.35</b>

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 16.35</b>

**PRINTING / REPRODUCTION COST**

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
11"x17" checksets & submittals	25	3.00	75	\$ 0.53	\$ 39.75
22"x34" Checksets	2	3.00	6	\$ 1.06	\$ 6.36
	0	0.00	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 46.11</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
	\$ -

<b>Total Out-of-pocket Expenses</b>	<b>\$ 62.46</b>
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**Comments:**

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

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Alabama Department of Transportation

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<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Architectural Design Services
<b>Project Length</b>	0.06 Miles
<b>Consultant</b> Gresham, Smith and Partners	

<b>ARCHITECTURAL DESIGN SERVICES</b>	PROJECT ARCHITECT	PROJECT COORDINATOR	SENIOR ARCHITECT	Clerical
<b>SERVICE A: SCHEMATIC DESIGN</b>				
Info gathering Tasks	0.00	0.00	0.00	0.00
Design Tasks	0.00	0.00	0.00	0.00
Production tasks	0.00	0.00	0.00	0.00
QAQC Tasks	0.00	0.00	0.00	0.00
Meetings	0.00	0.00	0.00	0.00
Housekeeping / Revit Management	0.00	0.00	0.00	0.00
<b>Task A Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>SERVICE B- DESIGN DEVELOPMENT</b>				
Info gathering Tasks	0.25	0.25	0.00	0.00
Design Tasks	3.00	0.00	0.50	0.00
Production tasks	2.00	5.00	0.00	0.75
QAQC Tasks	0.00	0.00	1.00	0.50
Meetings	0.25	0.25	0.25	0.00
Housekeeping / Revit Management	0.00	0.50	0.00	0.00
<b>Task B Totals</b>	<b>5.50</b>	<b>6.00</b>	<b>1.75</b>	<b>1.25</b>

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<b>ARCHITECTURAL DESIGN SERVICES</b>	PROJECT	PROJECT	SENIOR	
	ARCHITECT	COORDINATOR	ARCHITECT	Clerical
<b>SERVICE C- CONSTRUCTION DOCUMENTS</b>				
Info gathering Tasks	0.25	0.00	0.00	0.00
Design Tasks	8.00	0.00	0.50	0.00
Production tasks	2.00	10.00	0.00	2.00
QAQC Tasks	0.00	0.00	1.00	0.00
Meetings	0.33	0.33	0.33	0.00
Housekeeping / Revit Management	0.00	0.50	0.00	0.00
<b>Task C Totals</b>	<b>10.58</b>	<b>10.83</b>	<b>1.83</b>	<b>2.00</b>
<b>SERVICE E- BIDDING AND NEGOTIATION</b>				
RFI review	0.50	0.00	0.25	0.00
RFI response	0.00	1.00	0.00	0.50
Addenda	0.25	0.50	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task D Totals</b>	<b>0.75</b>	<b>1.50</b>	<b>0.25</b>	<b>0.50</b>
<b>TOTALS</b>	<b>16.83</b>	<b>18.33</b>	<b>3.83</b>	<b>3.75</b>

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b>	Architectural Design Services
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Architectural Design Services</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of total)	3.90	\$ 510.81	\$ 1,992.16
Project Architect	16.83	\$ 416.00	\$ 7,001.28
Project Coordinator (PC)	18.33	\$ 232.00	\$ 4,252.56
Senior Architect (Quality review)	3.83	\$ 680.00	\$ 2,604.40
Clerical	3.75	\$ 203.00	\$ 761.25
<b>Total Direct Labor</b>			<b>\$ 16,611.65</b>
Combined Overhead (%)	161.52		\$ 26,831.14
Out-of-Pocket Expenses**			\$ 269.20
<b>Sub-Total</b>			<b>\$ 43,711.99</b>
Operating Margin (10%)			\$ 4,371.20
<b>Sub-Total</b>			<b>\$ 48,083.19</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			<b>\$ 48,083.19</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 73.09
<b>TOTAL FEE</b>			<b>\$ 48,156.28</b>



6/15/2018

Alabama Department of Transportation

5:25 PM

Project No. DE-IBRD-A104(916)  
 County Jefferson  
 Description Pedestrian Walkway Over US-31 in Vestavia Hills  
Near Wald Park  
 Scope of Work Architectural Design Services  
 Project Length 0.06 Miles  
 Consultant Gresham, Smith and Partners

**Out-of-pocket Expenses (Architectural Design Services)**

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Pre-Design Site Investigation Trip	1	20	\$0.545	\$ 10.90
Review Meeting with City of Vestavia	3	20	\$0.545	\$ 32.70
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ 43.60</b>

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 43.60</b>

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Intermediate Check Sets	3	4	12	\$ 0.90	\$ 10.80
QAQC Check sets	3	4	12	\$ 0.90	\$ 10.80
ALDOT submittals	50	4	200	\$ 0.90	\$ 180.00
Spec markups	1	150	150	\$ 0.08	\$ 12.00
Spec Check Set	1	150	150	\$ 0.08	\$ 12.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 225.60</b>

Communication Cost (telephone, fax, etc.)	<b>Total</b>
	<b>\$ -</b>

Postage Cost (overnight, stamps, etc.)	<b>Total</b>
	<b>\$ -</b>

Other (provide description on next line)	<b>Total</b>
	<b>\$ -</b>

**Total Out-of-pocket Expenses \$ 269.20**

Comments:

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

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
<b>Scope of Work</b>	Structural Design - Elevator & Stair Tower
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Structural Design - Elevator &amp; Stair Tower)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.00	\$ 444.00	\$ -
Sr. Engineer	0.00	\$ 422.00	\$ -
Engineer	0.00	\$ 305.00	\$ -
Clerical	0.00	\$ 250.00	\$ -
<b>Total Direct Labor</b>			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ -
Operating Margin (10%)			\$ -
<b>Sub-Total</b>			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
LBYD, Inc.			\$ 17,714.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 885.70
<b>Sub-Total</b>			\$ 18,599.70
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
<b>TOTAL FEE</b>			<b>\$ 18,599.70</b>

\*\*See Grand Total Fee sheet



<b>Project No.</b> HPP-A124( )				
<b>County</b> Jefferson County				
<b>Description</b> Pedestrian Walkway Over US-31 at Wald Park in Vestavia				
<b>Scope of Work</b> Elevator & Stair Tower Structural Design				
<b>Project Length</b> 0.90 Miles				
<b>Consultant</b> LBYD				
<b>STRUCTURAL - Design</b>	Project Manager	Senior Engineer	Jr Engineer / CADD Tech	Clerical
<b>Task A: Design</b>				
Structural Design	1.18	3.25	8.50	1.00
<b>Task A Totals</b>	<b>1.18</b>	<b>3.25</b>	<b>8.50</b>	<b>1.00</b>
<b>Task C Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>	<b>1.18</b>	<b>3.25</b>	<b>8.50</b>	<b>1.00</b>

<b>Project No.</b>	HPP-A124( )
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
<b>Scope of Work</b>	Elevator & Stair Tower Structural Design
<b>Project Length</b>	0.90 Miles
<b>Consultant</b>	LBYD
<b>Fee Proposal (Structural Design)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	1.18	\$ 590.00	\$ 696.20
Senior Engineer	3.25	\$ 390.00	\$ 1,267.50
Jr. Engineer / CADD Technician	8.50	\$ 275.00	\$ 2,337.50
Clerical	1.00	\$ 197.00	\$ 197.00
<b>Total Direct Labor</b>			<b>\$ 4,498.20</b>
Combined Overhead (%)	258.00		\$ 11,605.36
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			<b>\$ 16,103.56</b>
Operating Margin (10%)			\$ 1,610.36
<b>Sub-Total</b>			<b>\$ 17,713.92</b>
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			<b>\$ 17,713.92</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
<b>TOTAL FEE</b>			<b>\$ 17,713.92</b>

\*\*See Grand Total Fee sheet

6/15/2018

Alabama Department of Transportation

5:11 PM

Project No. <u>HPPA-24( )</u> County <u>Jefferson</u> Description <u>Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills</u> Scope of Work <u>Elevator &amp; Stair Tower Structural Design</u> Project Length <u>0.00 Miles</u>  Consultant <u>LBVD</u>
<b>Out-of-pocket Expenses (Structural Design)</b>

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ -</b>

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

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
11"x17" Checksets	0	0	0	\$ -	\$ -
22"x34" Checksets	0	0	0	\$ -	\$ -
22"x34" Final Stamped Set	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

Communication Cost (telephone, fax, etc.)	<b>Total</b>
	<b>\$ -</b>

Postage Cost (overnight, stamps, etc.)	<b>Total</b>
	<b>\$ -</b>

Other (provide description on next line)	<b>Total</b>
	<b>\$ -</b>

<b>Total Out-of-pocket Expenses</b>	<b>\$ -</b>
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Comments:

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

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
<b>Scope of Work</b>	Mechanical, Electrical, Plumbing and Lighting - Elevator & Stair Tower, Bridge Walkway Lighting
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Mechanical, Electrical, Plumbing &amp; Lighting)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.00	\$ 444.00	\$ -
Sr. Engineer	0.00	\$ 422.00	\$ -
Engineer	0.00	\$ 305.00	\$ -
Clerical	0.00	\$ 250.00	\$ -
<b>Total Direct Labor</b>			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ -
Operating Margin (10%)			\$ -
<b>Sub-Total</b>			\$ -
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Edmonds Engineering			\$ 5,000.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 250.00
<b>Sub-Total</b>			\$ 5,250.00
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
<b>TOTAL FEE</b>			\$ 5,250.00

\*\*See Grand Total Fee sheet



2 Riverchase Office Plaza  
Suite 205  
Hoover, AL 35244  
(205) 988-2069

January 24, 2018

Gresham, Smith & Partners  
3595 Grandview Parkway  
Birmingham, AL 35243

ATTENTION: ROBERT MURPHY  
SUBJECT: VESTAVIA PEDESTRIAN BRIDGE  
EDMONDS PROJECT No.: BHM18026

Dear Robert:

We are pleased to offer the following proposal for the design of the **HVAC, Electrical and Plumbing** systems for the subject project.

Proposal is based on AIA Document C401 as herein amended.

---

## **FACILITY**

Addition of a new Pedestrian Bridge in Vestavia. Bridge to cross over Highway 31, near the Vestavia Library and Wald Park.

---

## **PROJECT SCOPE / DESIGN SERVICES**

1. Plumbing to include sump pump for elevator pit and oil interceptor if elevator is hydraulic.
2. HVAC to include air conditioning system for elevator equipment room.
3. Electrical to include: New electrical service to the elevator tower. Lighting and receptacles for elevator tower and bridge.
4. Auxiliary systems to include fire alarm as required.
5. Complete drawings and copy ready specifications suitable for competitive bids and construction. Drawings and documents furnished for each deliverable will be





transmitted in electronic digital file format ready for reproduction (Adobe Acrobat .pdf).

6. Building Information Modeling (BIM) work to a Level of Development (LOD) 300 as following:
  - **Model Content Requirements.** Model Elements are modeled as assemblies accurate, within described range of tolerance, in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.
  - **Authorized Uses:**
    - **Construction.** The model is suitable for the generation of traditional construction documents (e.g. bidding, permit submittal).
    - **Analysis.** The Model may be analyzed by the design team for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
    - **Cost Estimating.** The Model may be used by the design team to develop cost estimates based on the specific data provided and conceptual estimating techniques.
    - **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
    - **Other Authorized Uses.** (LEED or sustainable design analysis, Collision Detection, etc.) Additional authorized uses of the Model developed to a Level 300, if any, are as follows: Not Applicable.

**Note: Not all model elements will be developed to this level.**

7. Meetings and other required interface with Architects, Contractor and Code Officials.
8. Required submittals to state agencies for approval.

---

## PROJECT CONSTRUCTION PERIOD SERVICES

1. Checking of ductwork, piping, and HVAC controls shop drawings.
2. Reviewing Fire Alarm shop drawings.
3. Review of equipment submittal data.
4. Answering typical construction related questions.
5. Use online project management software to track contractor RFIs, submittal data, etc.
6. Site Visits and / or Meetings as noted below.

---

## SITE VISITS AND / OR MEETINGS

We have included the following maximum number of site visits and / or meetings:

BIRMINGHAM

HUNTSVILLE

JACKSON

NASHVILLE

TUSCALOOSA

WWW.EDMONDSENGINEERING.COM



Two (2) per discipline  
 (1) – Survey & (1) - Final

---

### NOT INCLUDED

Our Proposal does not include the following:

1. Any printing or plotting other than for internal and coordination purposes.
2. Any site visits, except as noted above.
3. Design for "Fast Track" construction.
4. Any utilities 5'-0" outside the building.
5. Design of a fire pump for the fire protection system.
6. Design of a domestic water pressure booster system.
7. LEED certification.
8. Advertising for bids.
9. Storm drainage.
10. Sewage lift station or onsite sewage disposal.
11. As-built drawings.
12. Hardware for telephone and data systems.
13. Field testing, including HVAC balancing, recording of electrical use profiles, and sprinkler flow tests.
14. Seismic design for components.
15. Water analysis testing including, but not limited to, hardness, microbiological, and ph in compliance with the "Standard for EPA Water Testing", ASTM G-4-84 Corrosion Testing and the "Standard Method for Examination of Water and Wastewater".
16. Water supply study, modeling or charting.

---

### INFORMATION PROVIDED BY CLIENT

The Client agrees to furnish Edmonds Engineering, Inc. with the following:

1. A floor plan of the facility in Revit or Autocad format.
2. Architectural plans or computer files as required to define the construction of the facility, including building sections, elevations, and details.
3. A list of all appliances and/or specialty equipment indicating complete requirements for all applicable connection, including: hot and cold water piping, steam piping, condensate piping, waste piping, gas vent, make-up air, and exhaust.



---

## FEE

Per your request, we offer a lump sum fee for MEP design as follows: \$5,000.00

---

## PAYMENT

Will be the same payment schedule the architect is compensated under i.e. at completion of Design Development Phase: 25%, Construction Documents Phase: 50%, Bidding Phase: 5%, and Construction Administration Phase: 20% (monthly payments of the construction time frame).

Should the project be abandoned or canceled, payment shall be made based on time expended at the hourly rates listed below.

Any payments due over 60 days shall be subject to interest of 1 ½% per month, and we reserve the right to stop work until payment is received. Reasonable Attorney's fees that we incur for collections shall be paid by the client.

---

## ADDITIONAL SERVICES

Edmonds Engineering, Inc. may also perform additional services not included above at the request of the Client. Additional services, which can be performed hourly at the rates listed below, may include, but shall not be limited to:

1. Design work not within the "Scope of Work".
2. Detailed cost estimates.
3. Additional work which is due to the "Information Provided by Client" being incomplete.
4. Additional site visitation.
5. Energy Analysis.
6. Subjective HVAC system comparison and report of recommendations.
7. Review of "Value Engineering Items" and incorporation of items into the contract documents.
8. Excessive revisions to drawings or specifications inconsistent with instructions previously given.
9. Consultations made necessary by major defects in Contractor's work.



Hourly Fee	
CEO	\$175 / hr.
Regional Manager	\$150 / hr.
Group Manager	\$140 / hr.
Account Manager	\$125 / hr.
Sr. Project Manager	\$120 / hr.
Project Manager	\$110 / hr.
Project Engineer	\$100 / hr.
Field Engineer/CA	\$95 / hr.
Designer	\$90 / hr.
CAD Operator	\$70 / hr.
Administrator/Clerical	\$60 / hr.

---

**PER DIEM**

There is no per diem on this project.

---

Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions, please call.

Sincerely,

Accepted by,

EDMONDS ENGINEERING, INC.

Gresham, Smith & Partners

Phillip Graydon, PE

PROJECT MANAGER

Signature, Title & Date

<b>Project No.</b>	DE-IBRD-A104(916)
<b>County</b>	Jefferson
<b>Description</b>	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
<b>Scope of Work</b>	Redesign - Environmental, Roadway Plans, Bridge Plans, Geotechnical Investigation and Recommendations
<b>Project Length</b>	0.06 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Fee Proposal (Geotechnical Exploration and Recommendations)**

<b>PERSONNEL COST</b>			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.00	\$ 444.00	\$ -
Sr. Engineer	0.00	\$ 422.00	\$ -
Engineer	0.00	\$ 305.00	\$ -
Clerical	0.00	\$ 250.00	\$ -
<b>Total Direct Labor</b>			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ -
Operating Margin (10%)			\$ -
<b>Sub-Total</b>			\$ -
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Terracon			\$ 21,236.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,061.80
<b>Sub-Total</b>			\$ 22,297.80
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
<b>TOTAL FEE</b>			\$ 22,297.80

\*\*See Grand Total Fee sheet



August 23, 2017

Gresham Smith and Partners  
3595 Grandview Parkway, Suite 300  
Birmingham, Alabama 35243

Attn: Mr. Blair Perry, P.E.  
E: [blair\\_perry@gspnet.com](mailto:blair_perry@gspnet.com)

Re: Proposal for Supplemental Geotechnical Services  
Pedestrian Bridge over US-31 near Wald Park  
Vestavia Hills, Alabama  
Terracon Proposal PE1165423 Revised (Supplement to proposal PE1140012)

Dear Blair:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal for providing supplemental geotechnical engineering services for the above-referenced project. Our proposal has been prepared to provide a Foundation Report for the project. This proposal outlines our understanding of the project, scope of services and provides a cost estimate for our services.

## **A. PROJECT INFORMATION**

Terracon is familiar with the project site. Between the months of August 2014 to October 2014, Terracon performed a field exploration consisting of rock core borings and test pits. Terracon prepared a Foundation Report dated January 28, 2016 based on the field program, bridge location and design revisions, at that time. We understand that the planned pedestrian bridge has been redesigned and that the proposed location has been shifted about 30 feet to the south.

We understand the redesigned pedestrian bridge will have 2 spans, one at about 160 feet, and one at about 36 feet. The western abutment (Abutment 1) is located on an existing hill, and will connect to the existing concrete sidewalk. The eastern bent (Bent No. 2) will be located outside of the existing guardrail, near the sidewalk. Bent 3 and the planned elevator will be located east of Bent 2 near the crest of the existing slope.

According to the Geological Survey of Alabama publication *Geologic Map of Alabama, Map 220*, the subject site is underlain by the upper part of the Pottsville Formation. This geologic unit consists of medium- to dark-gray sandstone, shale, siltstone, and coal in cyclic sequences. Sandstone outcrops are prevalent in the vicinity of the site.

Proposal for Supplemental Geotechnical Engineering Services  
Pedestrian Bridge over US-31 near Wald Park  
Vestavia, Alabama ■ August 22, 2017  
Terracon Proposal PE1165423 Revised



Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

## **B. SCOPE OF SERVICES**

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program – We propose a field program that will consist of three (SPT) and rock core borings. One SPT/Rock Core boring will be performed at the western abutment; extending to auger refusal and about 20 feet into the underlying bedrock. We estimate that auger refusal will occur at about 10 feet below the existing surface grade.

The planned eastern Bent 2 and Bent 3 locations are located in area that is likely underlain by existing fill material including possible rock fill. Therefore, we have included unit rates for casing advancement through any potential rock fill that may be encountered at the boring location. Two additional SPT/Rock Core boring will be performed at the eastern Bent 2 and Bent 3 locations; extending to auger refusal and about 20 feet into the underlying bedrock. We estimate that auger refusal will occur at about 17 to 25 feet below the existing surface grade.

Soil sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory.

Conditions/Items to be provided by Client – Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact the Alabama One Call service for location of utilities in public easements. Location of private lines on the property is not part of the One Call system or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

We have not budgeted to restore the site beyond backfilling our boreholes. Excess auger cuttings would be disposed of on the site. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Each of the borings would be surveyed and staked prior to drilling and re-surveyed following completion of the field program. Some borings may be offset from their planned locations due to utility or accessibility limitations. It is our understanding that surveying of the abutment and bent locations will be performed by Gresham Smith and Partners.

**Proposal for Supplemental Geotechnical Engineering Services**  
 Pedestrian Bridge over US-31 near Wald Park  
 Vestavia, Alabama ■ August 22, 2017  
 Terracon Proposal PE1165423 Revised



Since the field program will occur well away from the travel lanes, or behind guard rails, we have not budgeted traffic control. We have included an estimated budget for obtaining the necessary access permits.

Permits or permission to clear and operate on private properties should be furnished to Terracon prior to mobilization. If Terracon is responsible for right-of-entry permits, the time required by the project engineer to perform the task will be charged according to the attached unit rates.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, Atterberg limits, sieve and hydrometer analysis. We will also perform chemical analysis (pH, chlorides, sulfates, and resistivity) on composite representative samples of the existing embankment soils. These chemical tests are indicators of corrosion potential. We will only perform the laboratory tests deemed necessary based on the subsurface conditions encountered.

Engineering Analysis and Foundation Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Alabama. Our results will be presented in a Foundation Report following ALDOT Procedure 398.

**C. PROJECT FEE INFORMATION**

For the scope of geotechnical services outlined in this proposal that includes all field work, laboratory testing, and the report, our budget estimate is as follows:

TASK	FEE	Authorized by Client Yes / No
Geotechnical Exploration as outlined	\$ 20,236.40	<input type="checkbox"/> Yes <input type="checkbox"/> No
Private Buried Utility Locate (Cost+15%)	\$ 1,000	<input type="checkbox"/> Yes <input type="checkbox"/> No

See the attached budget estimate for additional cost estimate detail. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.



**Proposal for Supplemental Geotechnical Engineering Services**

Pedestrian Bridge over US-31 near Wald Park

Vestavia, Alabama ■ August 22, 2017

Terracon Proposal PE1165423 Revised

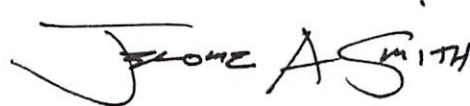
**Terracon**

This proposal is valid only if authorized within sixty days from the listed proposal date. We appreciate the opportunity to work with you as part of your TEAM and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact our office.

Very truly yours,  
**Terracon Consultants, Inc.**



Charlie L. Bragg  
Assistant Project Manager



Jerome A. Smith, P.E.  
Manager, Geotechnical Services

Attachments: Supplement to Agreement for Services  
Cost Estimate

## Budget Estimate Worksheet



**Project** Supplemental Geotechnical Services for Pedestrian Bridge over US-31 near Wald Park  
 Proposal No. PE1165423 Revised (Supplement to PE1140012)

**Location** Vestavia Hills, Alabama

Quantity	<u>FIELD SERVICES</u>			
1	Drill Rig Mobilization/demob	Min	577.50	577.50
60	SPT borings	Ft	10.53	631.80
0	Thin-Wall Tube Samples	Ea	46.54	0.00
60	Rock Coring	Ft	33.35	2,001.00
3	Rock Core Set Up	Ea	75.00	225.00
60	Temporary Casing	Ft	6.00	360.00
3	Water Truck	Dy	262.50	787.50
0	Asphalt Cores	Ea	150.00	0.00
20	Staff Professional 3	Hr	138.80	2,776.00
2	Staff Professional 4	Hr	152.66	305.32
1	Clearing (C+10%)	Ls	800.00	800.00
	<b>Estimated Field Services</b>			<b>8,464.12</b>
	 <u>LABORATORY TESTING</u>			
20	Natural Moisture Content	Ea	23.66	473.20
4	Atterberg Limits	Ea	94.63	378.52
4	Sieve Analysis	Ea	94.63	378.52
0	Triaxial Shear	Ea	220.08	0.00
2	Unconfined Compression Test	Ea	94.63	189.26
0	Standard Proctor	Ea	119.29	0.00
0	Hydrometer	Ea	236.58	0.00
0	Consolidation Test	Ea	425.84	0.00
1	pH (C+10%)	Ea	10.00	10.00
1	Sulfates (C+10%)	Ea	80.00	80.00
1	Resistivity (C+10%)	Ea	40.00	40.00
1	Chlorides (C+10%)	Ea	80.00	80.00
0	Topsoil test (C+10%)	Ea	110.00	0.00
	<b>Estimated Laboratory Testing</b>			<b>1,629.50</b>
	 <u>ENGINEERING SERVICES-Bridge</u>			
	Staff Professional 1	Hr	86.88	0.00
26	Staff Professional 2	Hr	96.23	2,501.98
20	Staff Professional 3	Hr	138.80	2,776.00
8	Staff Professional 4	Hr	152.66	1,221.28
4	Staff Professional 5	Hr	221.18	884.72
20	Draftsman	Hr	79.64	1,592.80
20	Administrative Assistant	Hr	58.30	1,166.00
	<b>Estimated Engineering Services</b>			<b>10,142.78</b>
	 <b>TOTAL ESTIMATED BUDGET</b>			<b>\$20,236.40</b>

<b>Project No.</b> DE-IBRD-A104(916)
<b>County</b> Jefferson
<b>Description</b> Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
<b>Scope of Work</b> Supplemental Agreement #1 - Additional Preliminary Roadway, Bridge & Architectural Plans, Update Environmental Studies/Document, Additional Survey, Re-Design Roadway Plan & Bridge Plans, Revise Geotechnical Investigation and Recommendations
<b>Project Length</b> 0.06 Miles
<b>Consultant</b> Gresham, Smith and Partners

<b>SUPPLEMENTAL FEE PROPOSAL SUMMARY</b>		<b>Brief Description of Change / Additional Work Needed</b>
<b>Additional Preliminary Roadway, Bridge &amp; Architectural Plans</b>		
<b>Additional Preliminary Roadway &amp; Bridge Plans &amp; Cost Estimates</b>	\$23,200	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Result of this effort a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction. Includes time/cost to prepare and resubmit 30%/Bridge type, size and location (TS&L) plans to ALDOT for approval.
<b>Additional Preliminary Architectural Plans &amp; Cost Estimates</b>	\$38,658	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Also developed architectural concepts and renderings of proposed bridge architecture. Results of this effort was a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction and architectural concepts to move forward with.
<b>Additional Environmental Studies &amp; Document (PCE-1)</b>	\$13,046	The original environmental document submitted to ALDOT in March 2012 was never approved. Environmental studies and agency concurrences must be updated, and environmental document must be updated to PCE-1. Also includes cost for cultural resources study requested by the Alabama-Coushatta Tribe of Texas.
<b>Additional Field Surveys</b>	\$2,879	Additional field survey needed to tie stairs and sidewalk into Library in the Forest (not included in the scope of the original project/survey)
<b>Revised Roadway (Bridge Site) Plans</b>	\$44,136	Re-design and revise roadway (site) plans to move bridge 30' to south and go back through 30% and Plan-in-Hand reviews. Also expands plans to full set of ALDOT plans to be bid by ALDOT (originally scoped plans were an abbreviated set of plans to be bid by the City of Vestavia Hills).
<b>Revised Pedestrian Bridge Plans</b>	\$60,857	Re-design and revise bridge plans to move bridge 30' to south. Also includes structural design and detailing of architectural elements for bridge and railing/fencing system on main span.
<b>Utility Relocation Plans</b>	\$9,915	Design of relocation plans for 12" water main and ALDOT buried fiber optic line in conflict with new bridge pier. At this point, we are assuming that this utility relocation work will be included in the bridge construction project.
<b>Architectural Design Services</b>	\$48,156	Design of architectural elements of bridge including railing/fencing system on main span, overlook and stairs, elevator/stair tower (includes veneers and finishes), roof system, and other architectural features. Includes coordination time with subconsultants performing structural, mechanical, electrical and plumbing design for elevator/stair tower. Architectural design work was not included in original scope of services or fee. Includes time to address comments from Alabama Building Commission.
<b>Structural Design (Elevator &amp; Stair Tower)</b>	\$18,407	Structural design work for elevator and stair tower.
<b>Mechanical, Electrical, Plumbing &amp; Lighting Design</b>	\$5,250	Mechanical, electrical and plumbing design work, primarily related to elevator. Also includes lighting design for tower, stairs and bridge walkway.
<b>Geotechnical (Supplemental)</b>	\$22,298	Geotechnical field work and recommendations must be re-done due to moving bridge 30' to the south (ALDOT requirement). Also adding geotechnical investigation and recommendations for possible retaining wall on west side to shorten main span length.
<b>GRAND TOTAL FEE</b>		<b>\$286,802</b>

**RESOLUTION NUMBER 5073**

**A RESOLUTION DEDICATING CERTAIN STREETS IN LIBERTY PARK TO THE CITY OF VESTAVIA HILLS, ALABAMA**

**WHEREAS**, on April 15, 1985, the City Council of the City of Vestavia Hills approved and adopted Ordinance Number 751, which in substance, and in very general terms, provides that an acceptance of a dedication can only be accomplished by the approval by the City Council of a formal resolution adopted at a regularly scheduled meeting or a special meeting called for that specific purpose and that the developer who offers dedication of land for public streets and roads must execute and deliver an agreement guarantying that all improvements for construction of public streets and roads will meet city requirements; and

**WHEREAS**, Ordinance Number 751 provides, among other things as follows:

“The City shall not accept the dedication until such time as every lot in the subdivision as shown on the plat has been developed with the construction of a home or other building;” and

**WHEREAS**, on September 30, 1992, the City of Vestavia Hills, Alabama (“City”) and Liberty Park Joint Venture (“LPJV”) entered into an Annexation Agreement which provides in Section 9 on Page 18 of said agreement as follows:

“9.1. LPJV agrees to pay the cost of the installation of all fireplugs required by state or municipal regulations for the Development. In addition, LPJV agrees to pay the cost of the first three (3) years rental, at standard rental charges, on such fireplugs.

9.2. The City will not be required to provide landscaping maintenance to any intensely landscaped areas of the Development located on public rights-of-way. The City will grant LPJV such access and easements to the public rights-of-way necessary to landscape and maintain any such public rights-of-way.

9.3. LPJV agrees to install at its sole expense any and all initial street lighting required by state or municipal regulations for the Development at the time of the initial development of the Development, and LPJV shall have the right to install, at its expense, any additional or decorative lighting LPJV deems appropriate in the Development;” and

**WHEREAS**, On October 7, 1992, the Legislature of the State of Alabama enacted Act Number 92-708, a local law, which annexed the Liberty Park property to the City of Vestavia Hills, Alabama; and

**WHEREAS**, the Liberty Park property was not fully and completely developed at the time of its annexation to the City and

**WHEREAS**, the streets and roadways were not offered for dedication by LPJV or accepted by the City; and

**WHEREAS**, on May 19, 1994, a lawsuit was filed in the Civil Division of the Circuit Court of Jefferson County, Alabama, that challenged the validity of the annexation; and

**WHEREAS**, on January 13, 1995, the Supreme Court of Alabama decided the case of *The City of Birmingham, et al v. City of Vestavia Hills, 654 So 2d.532(1995)* and held that the annexation is valid and legally binding; and

**WHEREAS**, LPJV has offered to the City dedication of certain streets and roadways on and in the Liberty Park property subject to the terms, provisions and conditions of an agreement by and between the City and LPJV regarding the future responsibilities of repair and maintenance of said streets, roadways and rights-of-way. Said streets, roadways and rights-of-way are detailed in the attached Exhibit B which is incorporated into this Resolution Number 5073 by reference as though set out fully herein; and

**WHEREAS**, the City and LPJV have negotiated an amendment to the Annexation Agreement regarding the legal responsibility for the future maintenance and repair of the streets, roadways and rights-of-way offered for dedication by LPJV; and

**WHEREAS**, a copy of the amendment to the Annexation Agreement is attached hereto, marked as Exhibit A and is incorporated into this Resolution Number 5073 by reference as though set out fully herein; and

**WHEREAS**, the City finds and determines that the acceptance of the offer of dedication of certain streets, roadways and rights-of-way as detailed in Exhibit B in and on the Liberty Park property by LPJV subject to the terms, provisions and conditions of Exhibit A will provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the City of Vestavia Hills, Alabama.

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

1. All streets, roadways and rights-of-way including those portions of Liberty Parkway, River Run Lane and Lake Parkway as described in the attached Exhibit B are hereby dedicated subject to the terms, provisions and conditions of Exhibit A; and
2. This Resolution shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of July, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

## EXHIBIT A

### Liberty Park Roadway Maintenance Agreement and Amendment to the Liberty Park Annexation Agreement

#### City Responsibilities:

Any and all maintenance performed by the City on the subject roadway shall be at the direction and discretion of the City Manager/City Engineer and shall include the following items within the publically dedicated right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Traffic Control – This includes, but is not limited to, striping, markings, signals\*, traffic control signage, and associated items serving side road connections. \*Signal maintenance is anticipated to be added to Jefferson County Roads and Transportation maintenance agreement.
3. Drainage – The City shall maintain drainage of cross drains under the road. The City will work in conjunction with Owner to maintain all roadside inlets and drains that contribute flow to these cross drains.
4. Utilities – The City will review applications for permits, direct, and inspect all utilities to be placed, repaired, or otherwise altered within the right-of-way of the roadway in accordance with City requirements and regulations.
5. Road side hazard determination – The City has review and permitting authority for any encroachments of the roadway that could be considered a safety hazard per ALDOT specifications. (example -- illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.) The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.
6. Access Permits – The City shall have review and permitting authority for any requests for side road or driveway access to the roadway. This will be reviewed and permitted per City Engineering standards. The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.
7. Other – The City is considered to have permission from the Owner to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (including, but not limited to sand application during an ice or snow event).
8. No denied access to the Public right-of-way will be allowed. Any pre-existing gates along the subject roadways are to be removed by owner at no cost to the City.

#### Owner Responsibilities:

The Owner shall be responsible for maintenance and installation of the following:

1. Vegetation- the Owner will maintain and manage all vegetation, landscaping, lighting, irrigation, along the right-of-way, including roadside, medians, and roundabout areas.
2. Pedestrian Ways – any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the Owner.
3. Guardrails
4. Curb and Gutter; drainage inlet tops, grates, and covers; manhole and other utility covers.
5. Street and directional signage – The Owner has responsibility to install and maintain street signs and other directional signage. This is subject to City discretion for any potential road side hazard considerations.
6. Dam and Lake Embankments – The Owner shall retain responsibility for all dam and lake embankment maintenance, including periodic inspections and routine maintenance on outlet controls, erosion stabilization, and vegetation management. This shall include management of water levels to minimize impact to the roadway.
7. Other – The Owner shall notify the City of any proposed work within the right-of-way of the subject roadways. All work shall be reviewed and inspected by the City Engineer and his/her staff and determined to meet City specifications as determined by the City Engineer.

The Owner shall perform all listed Owner responsibilities. Should the Owner not perform these responsibilities, the City is authorized to perform the work that must be done in the interest of public safety and/or improving any situation that without attention would adversely impact the roadway. The City may bill the Owner for the costs incurred by the City for labor, equipment, and materials for the said work.

Agreed to

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

Its: VP of DEVELOPMENT

Date: 7.16.2018

Liberty Park Joint Venture

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

Ashley Curry

Its: Mayor

Date: \_\_\_\_\_

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

Jeffrey Downes



Its: City Manager

Date: \_\_\_\_\_



April 25, 2018

Jeffrey Downes  
City Manager  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

RE: Dedication of Liberty Parkway to the City of Vestavia Hills

Dear Mr. Downes:

The purpose of this letter is to confirm that the Liberty Park Master Owners' Association and Liberty Park Joint Venture, LLP wish to dedicate certain roads within Liberty Park to the City of Vestavia Hills. We feel that the dedication of Liberty Parkway, Lake Parkway and River Run Lane will allow for more law enforcement presence and safety for the residents of Liberty Park. Please let us know if you need anything further in this regard.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Arterburn", is written over a faint, larger version of the same signature.

Shawn Arterburn  
Vice President - Development

cc: Joseph F. Breighner, Jr., Schoel Engineering  
James Parsons, Schoel Engineering

**LEGAL DESCRIPTION  
LIBERTY PARK ROADWAY DEDICATION**

Being existing private roads situated in Section 12, Township 18 South, Range 2 West; and Section 7, Section 8 and Section 5, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

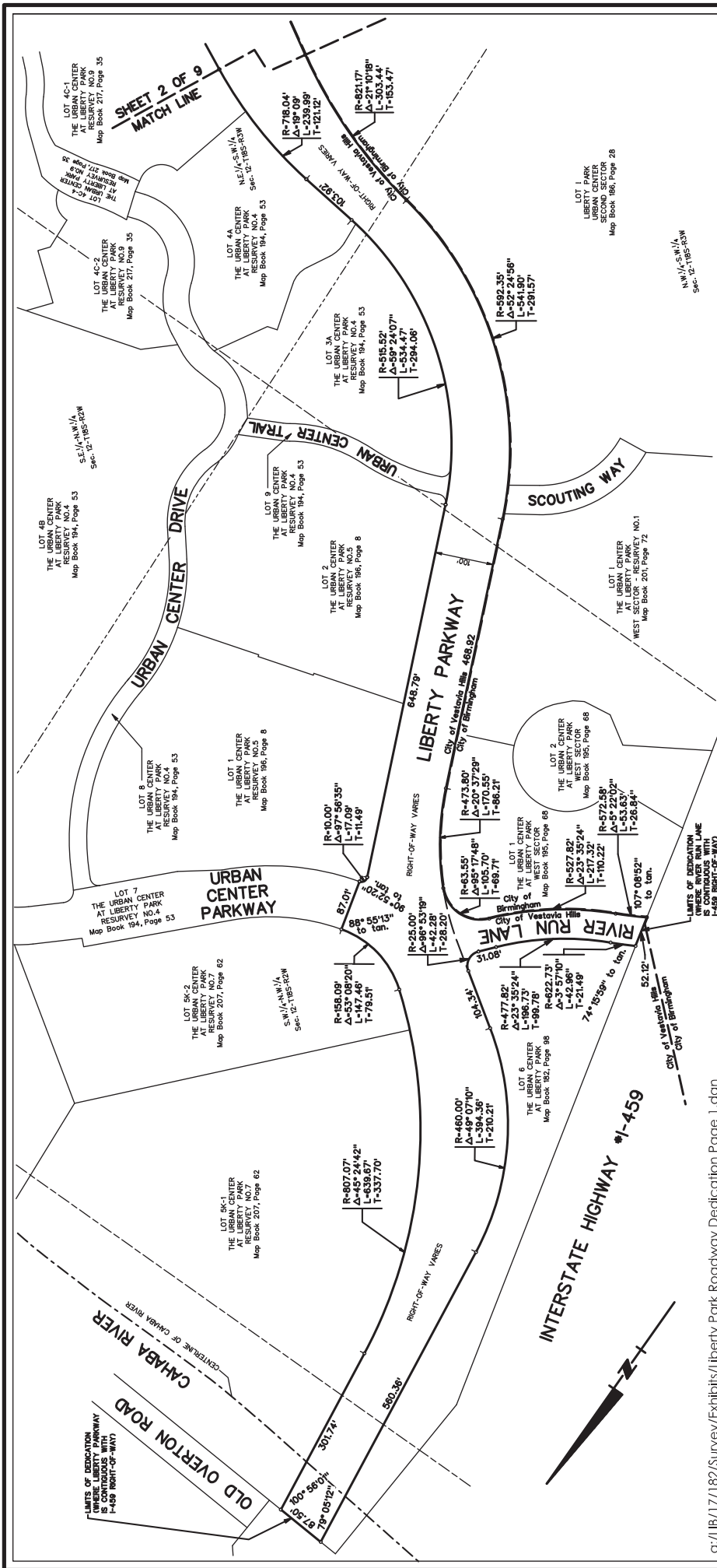
All of that private road known as Liberty Parkway located within the municipal limits of the City of Vestavia Hills, Alabama and lying between the Easterly right-of-way line of Interstate Highway I-459/Old Overton Road and the Northwesterly right-of-way line of Sicard Hollow Road (as depicted on Sheets 1 through 6 of the attached exhibit). LESS AND EXCEPT any portion of Liberty Parkway located within the municipal limits of the City of Birmingham (as depicted on Sheet 2 of the attached exhibit).

AND

All of that private road known as River Run Lane located within the municipal limits of the City of Vestavia Hills, Alabama and lying between the Easterly right-of-way line of Interstate Highway I-459 and the Westerly right-of-way line of the aforementioned Liberty Parkway (as depicted on Sheet 1 of the attached exhibit).

AND

All of that private road known as Lake Parkway located within the municipal limits of the City of Vestavia Hills, Alabama, from the Northerly right-of-way line of the aforementioned Liberty Parkway to the intersection of Lake Parkway with Lake Colony Way (a private road) and Old Overton Club Road (a private road), including the traffic circle that exists at said intersection (as depicted on Sheets 7 through 9 of the attached exhibit).



**SCHROEDER**  
 Consulting Engineers  
 Surveying  
 Environmental  
 Water Resources  
 High Definition  
 Surveying

1001 22nd Street South  
 Birmingham, Alabama 35205  
 205.933.6166

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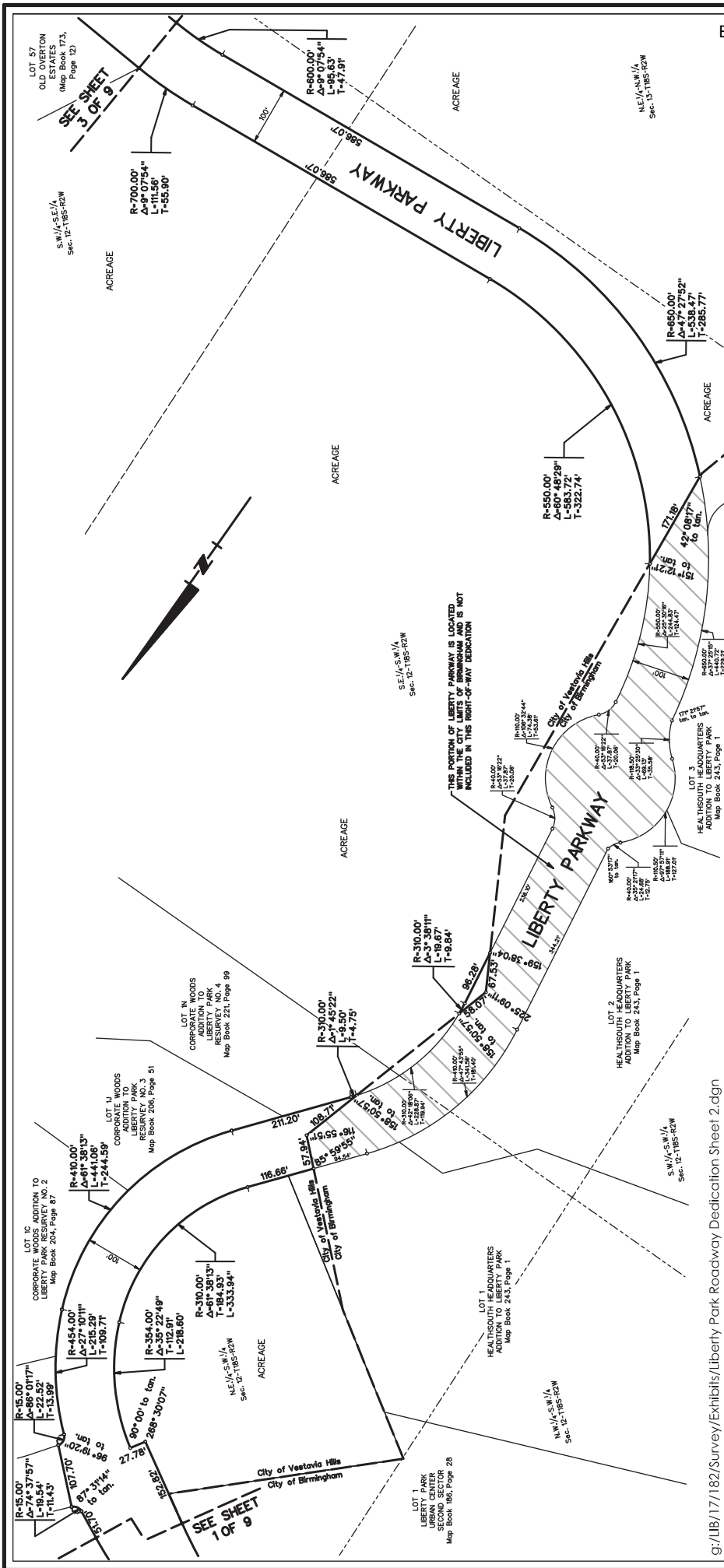
**LIBERTY PARK ROADWAY  
 DEDICATION EXHIBIT**

SHEET 1 OF 9

DATE: JULY, 2018

9:/LIB/17/182/Survey/Exhibits/Liberty Park Roadway Dedication Page 1.dgn

Liberty Park Roadway Dedication Exhibit - Liberty Park Roadway Dedication Page 1.dgn, 7/20/18, 11:22:52 AM



**SCHHOEEL**  
 Consulting Engineers  
 Surveying  
 Environmental  
 Water Resources  
 High Definition  
 Surveying

1001 22nd Street South  
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 205.323.6166

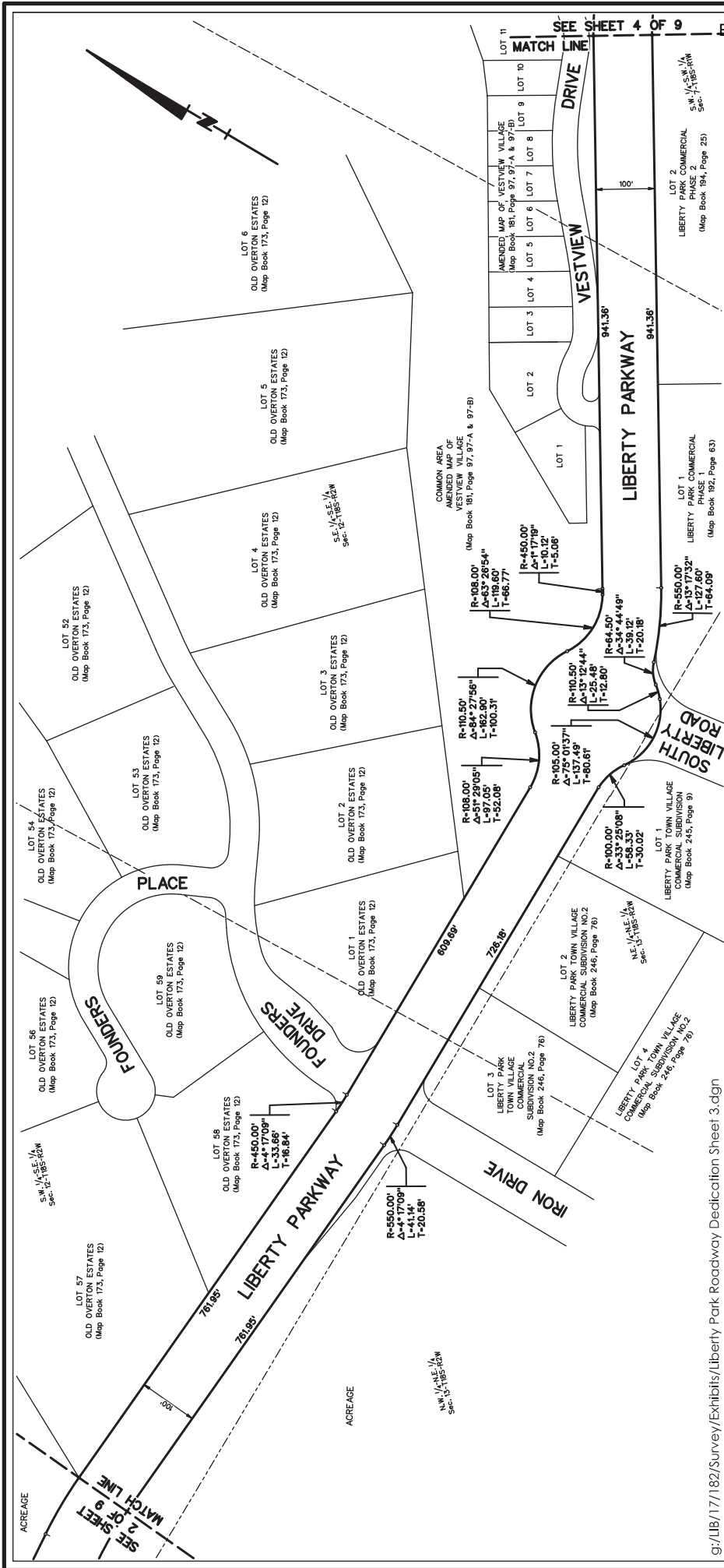
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**LIBERTY PARK ROADWAY  
 DEDICATION EXHIBIT**

SHEET 2 OF 9

DATE: JULY, 2018

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g:/LIB/17182/Survey/Exhibits/Liberty Park Roadway Dedication Sheet 3.dgn

# LIBERTY PARK ROADWAY DEDICATION EXHIBIT

## SHEET 3 OF 9

DATE: JULY, 2018

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**SCHHOEDEL**  
 Consulting Engineers

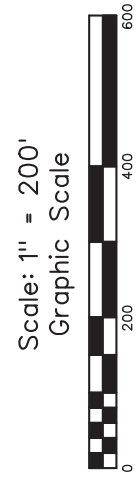
1001 22nd Street South  
 Birmingham, Alabama 35205  
 205.323.6166

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 Environmental  
 Water Resources  
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Exhibit B - Resolution No. 5073

**SCHODEL**  
 Consulting Engineers  
 Surveying  
 Environmental  
 Water Resources  
 High Definition  
 Surveying

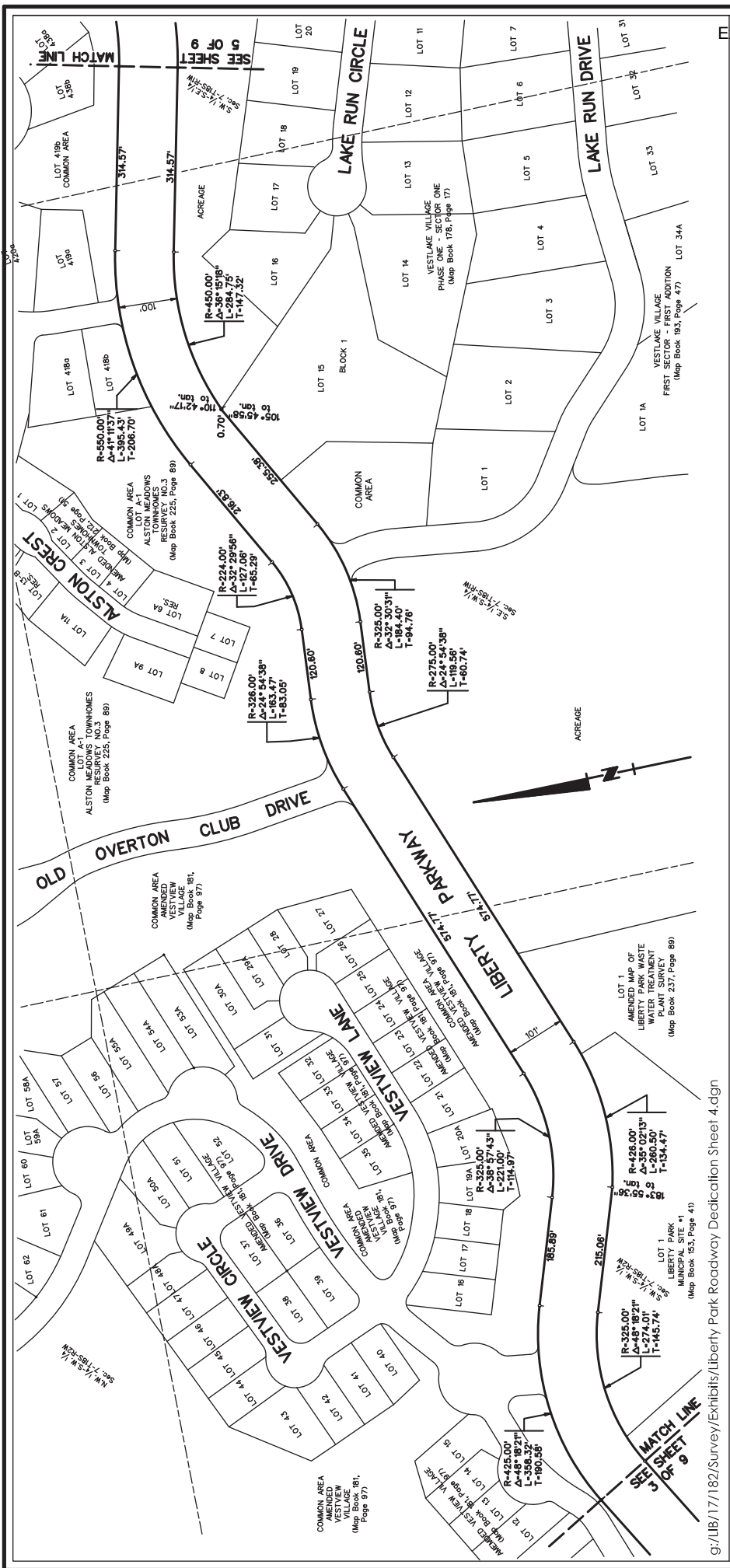
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 Birmingham, Alabama 35205  
 205.923.6166



DATE: JULY, 2018

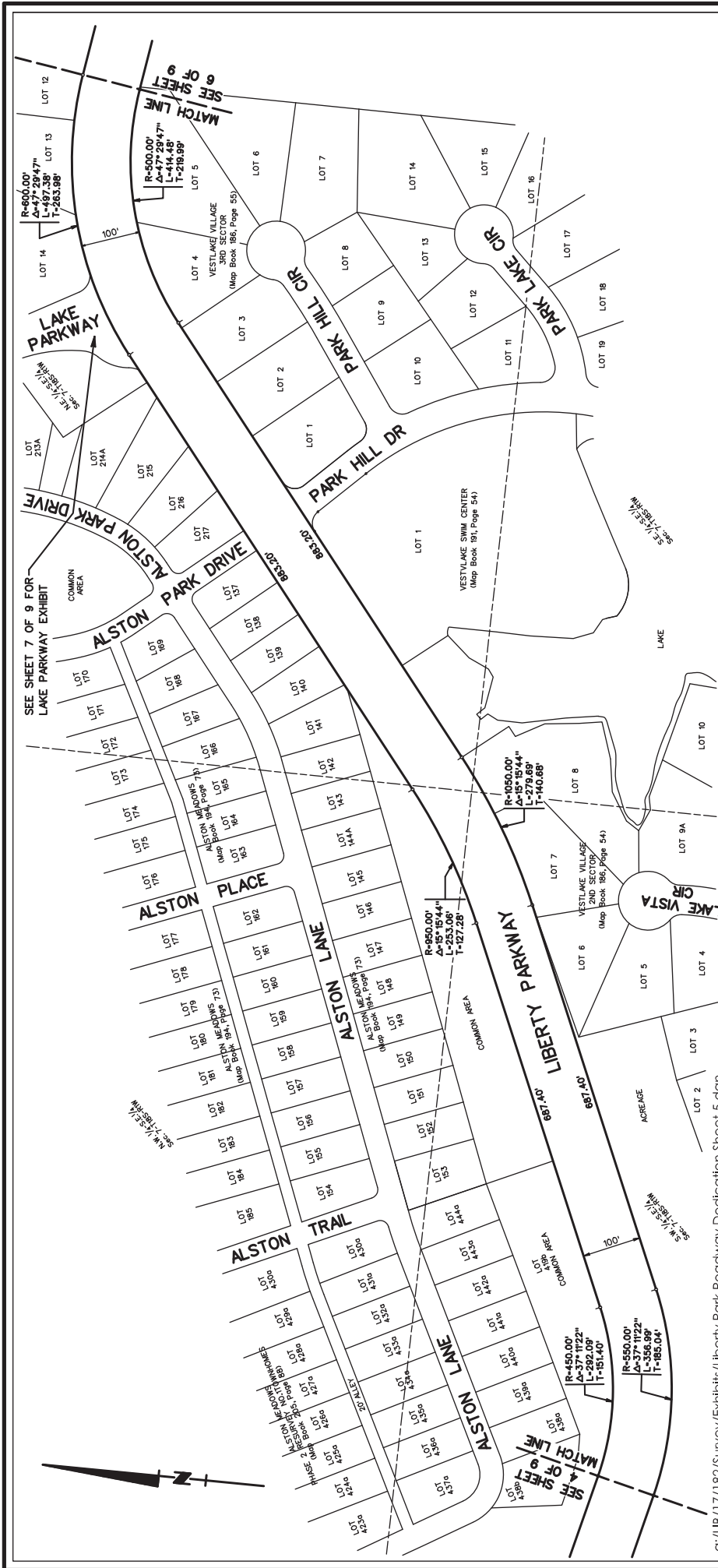
# LIBERTY PARK ROADWAY DEDICATION EXHIBIT

SHEET 4 OF 9



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Liberty Park Roadway Dedication Exhibit Sheet 4 of 9, 2018, 11:30:52 AM



**SCHODEL**  
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 Environmental  
 Water Resources  
 High Definition  
 Surveying

1001 22nd Street South  
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 205.923.6166

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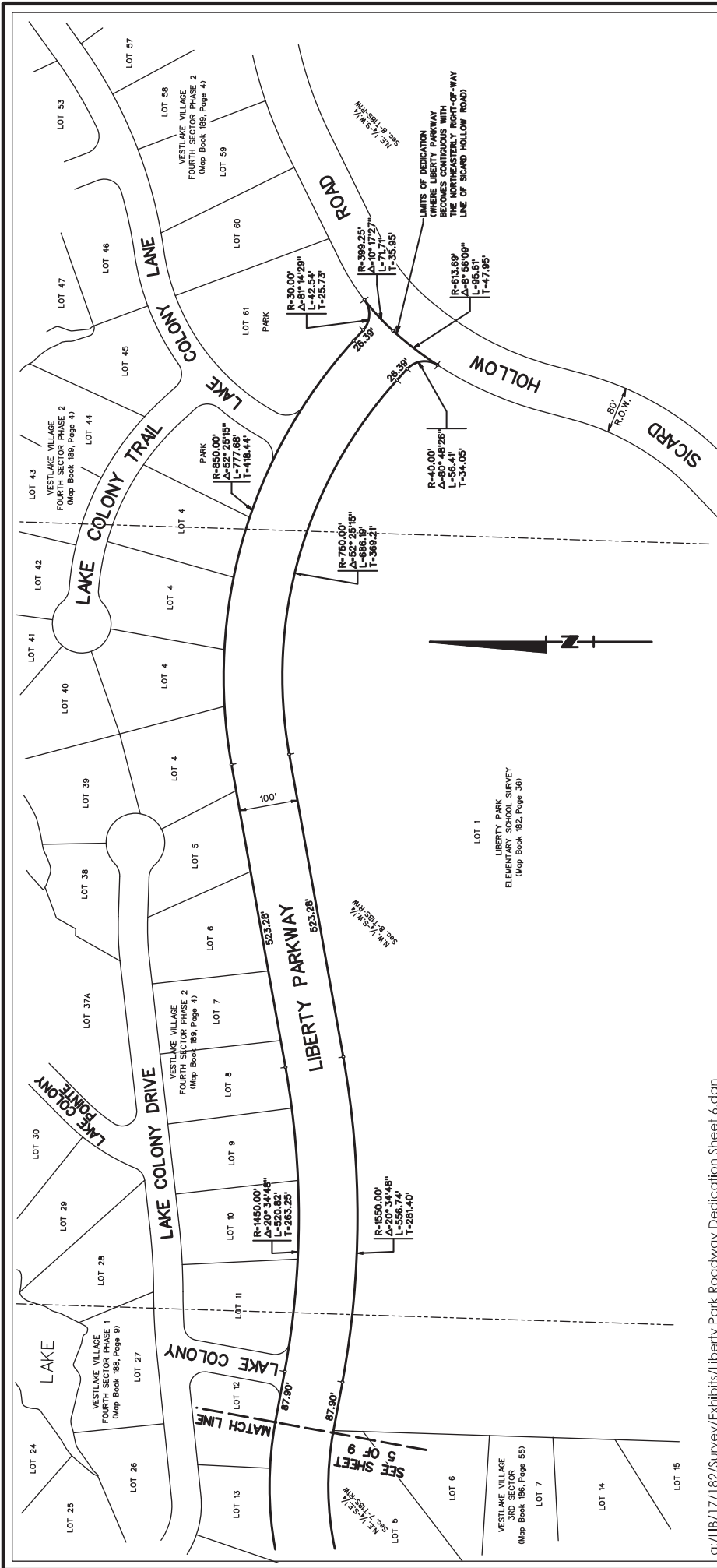
**LIBERTY PARK ROADWAY  
 DEDICATION EXHIBIT**

**SHEET 5 OF 9**

DATE: JULY, 2018

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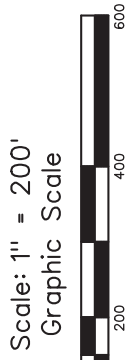
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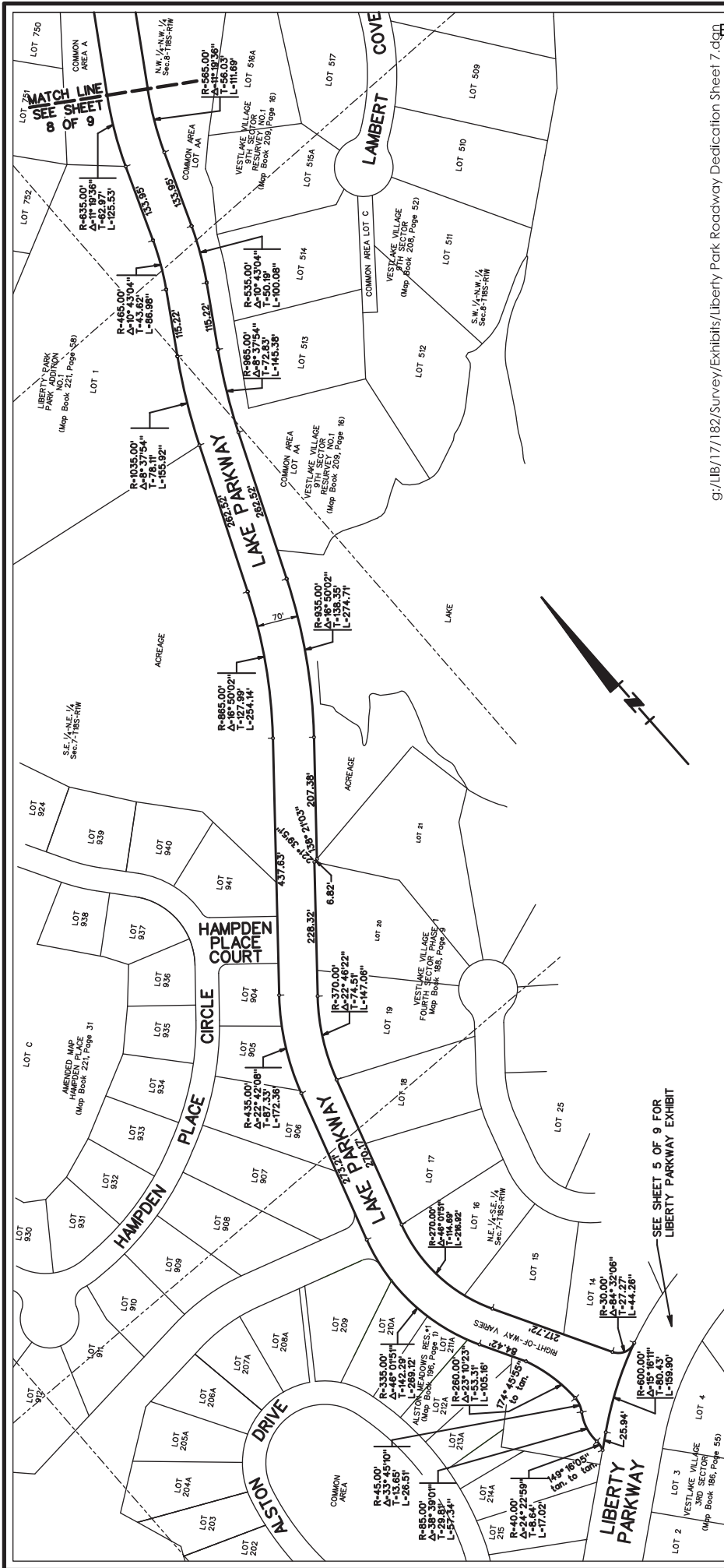
SHEET 6 OF 9

DATE: JULY, 2018

**SCHOEDEL**  
Consulting Engineers  
Civil Surveying  
Environmental  
Water Resources  
High Definition  
Surveying

1001 22nd Street South  
Birmingham, Alabama 35205  
205.923.6166



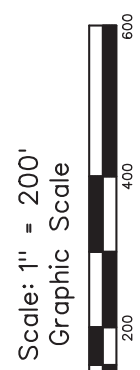


g:\LIB\171182\Survey\Exhibits\Liberty Park Roadway Dedication Sheet 7.dwg

Exhibit B - Resolution No. 5073

**SCHUBEL**  
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 Surveying

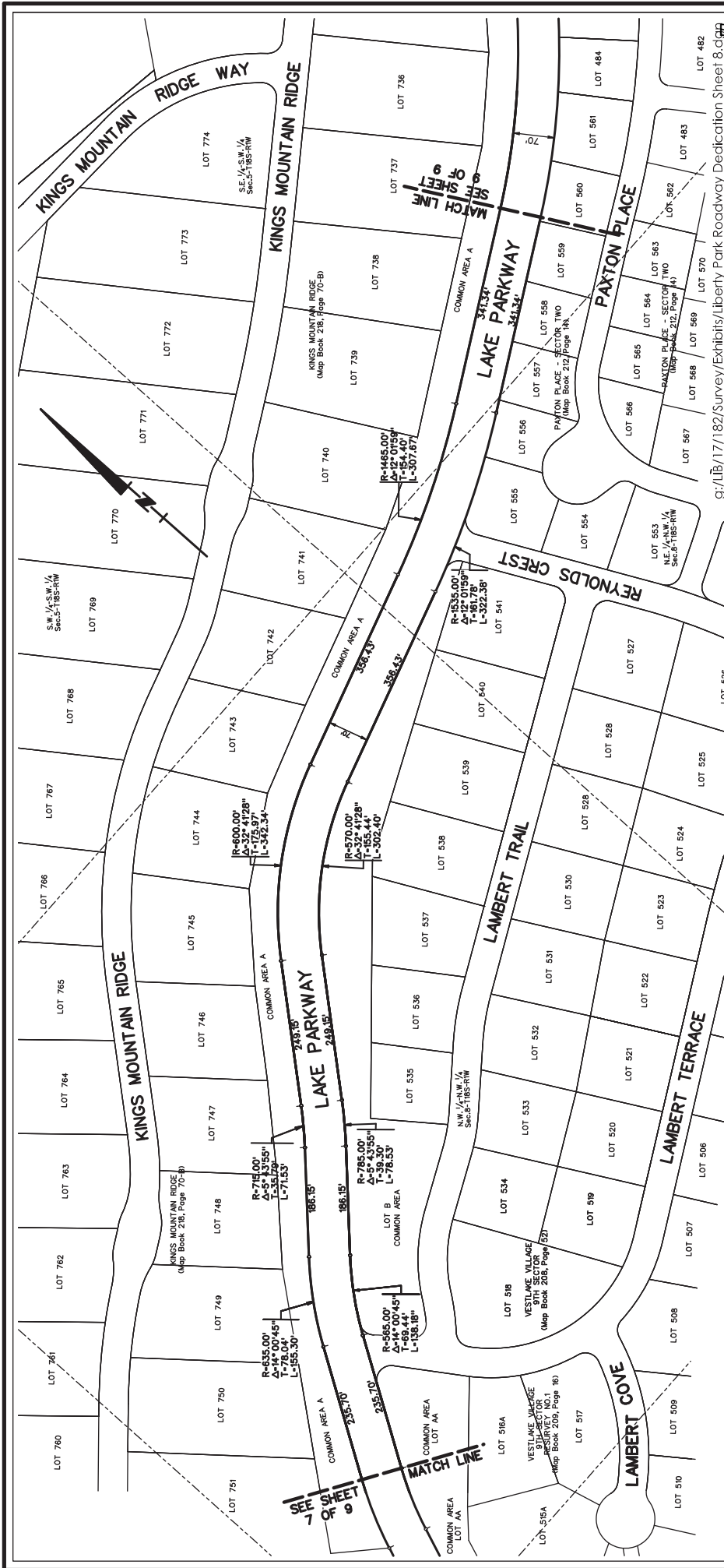
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 205.923.6166




# LIBERTY PARK ROADWAY DEDICATION EXHIBIT

SHEET 7 OF 9

DATE: JULY, 2018




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 Consulting Engineers  
 Surveying  
 Environmental  
 Water Resources  
 High Definition  
 Surveying

1001 22nd Street South  
 Birmingham, Alabama 35205  
 205.323.6166

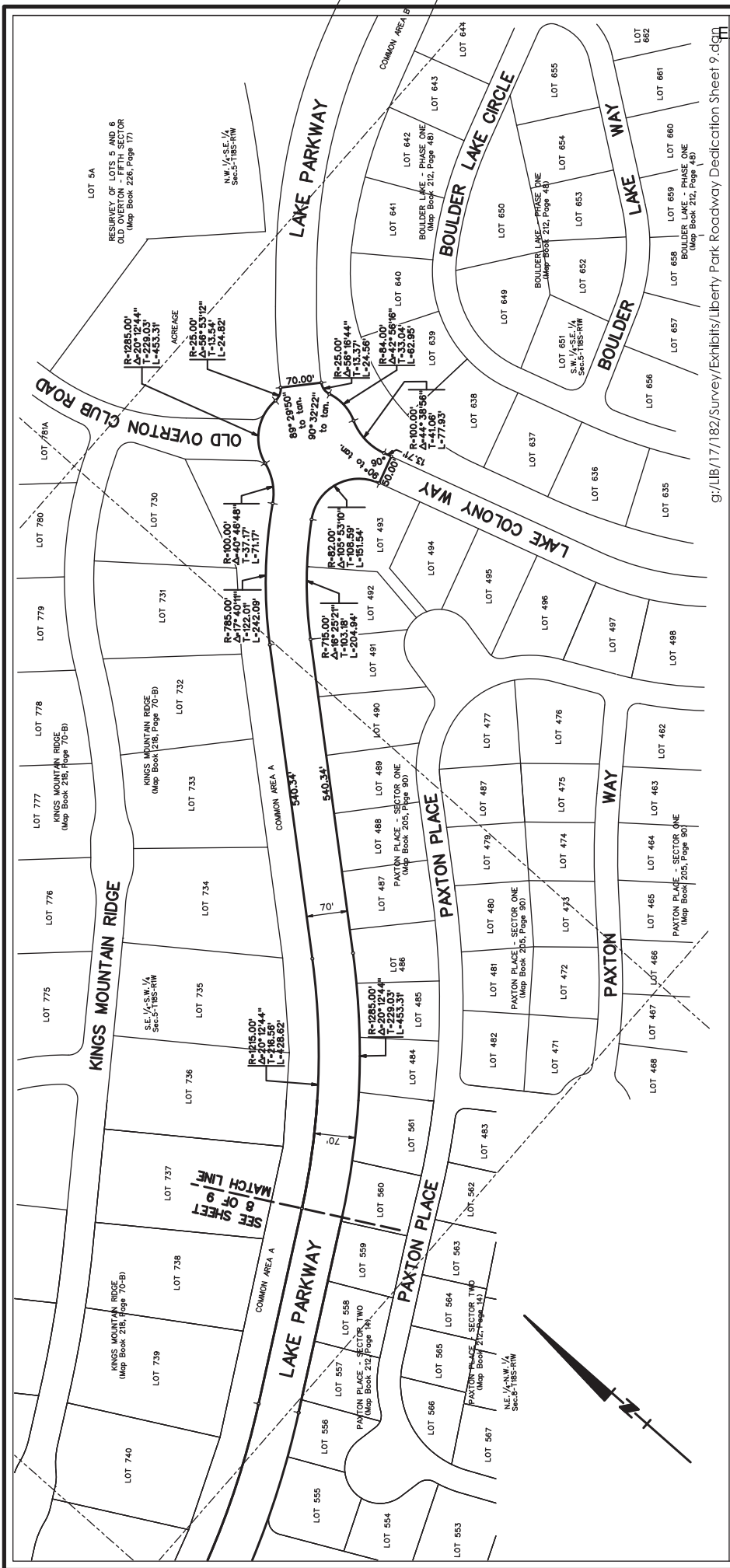
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**LIBERTY PARK ROADWAY  
 DEDICATION EXHIBIT**

DATE: JULY, 2018

**SHEET 8 OF 9**



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**LIBERTY PARK ROADWAY  
DEDICATION EXHIBIT**

**SHEET 9 OF 9**

DATE: JULY, 2018

Scale: 1" = 200'

Graphic Scale

**SCHODEL**  
Consulting Engineers

1001 22nd Street South  
Birmingham, Alabama 35205  
205.933.6166

Surveying  
Environmental  
Water Resources  
High Definition  
Surveying

**ORDINANCE NUMBER 2778**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A MAINTENANCE AGREEMENT WITH LIBERTY PARK JOINT VENTURE FOR MAINTENANCE OF CERTAIN STREETS, ROADWAYS AND RIGHTS-OF-WAY DEDICATED WITH THE ADOPTION OF RESOLUTION NUMBER 5073**

**WHEREAS**, on July 23, 2018 following a public hearing, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Resolution Number 5073 accepting the dedication of certain streets, roads and rights-of-ways in Liberty Park pursuant to the terms and conditions of a certain maintenance agreement; and

**WHEREAS**, a copy of said maintenance agreement is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2778 as though written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the Mayor and City Manager to execute and deliver said maintenance agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said maintenance agreement as shown in the attached Exhibit A; and
2. This Ordinance Number 2788 shall become effective immediately upon adoption and posting/publishing pursuant to Alabama law.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of July, 2018.

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 # 2778 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 23<sup>rd</sup> day of July, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

## EXHIBIT A

### Liberty Park Roadway Maintenance Agreement and Amendment to the Liberty Park Annexation Agreement

#### City Responsibilities:

Any and all maintenance performed by the City on the subject roadway shall be at the direction and discretion of the City Manager/City Engineer and shall include the following items within the publically dedicated right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Traffic Control – This includes, but is not limited to, striping, markings, signals\*, traffic control signage, and associated items serving side road connections. \*Signal maintenance is anticipated to be added to Jefferson County Roads and Transportation maintenance agreement.
3. Drainage – The City shall maintain drainage of cross drains under the road. The City will work in conjunction with Owner to maintain all roadside inlets and drains that contribute flow to these cross drains.
4. Utilities – The City will review applications for permits, direct, and inspect all utilities to be placed, repaired, or otherwise altered within the right-of-way of the roadway in accordance with City requirements and regulations.
5. Road side hazard determination – The City has review and permitting authority for any encroachments of the roadway that could be considered a safety hazard per ALDOT specifications. (example -- illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.) The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.
6. Access Permits – The City shall have review and permitting authority for any requests for side road or driveway access to the roadway. This will be reviewed and permitted per City Engineering standards. The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.
7. Other – The City is considered to have permission from the Owner to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (including, but not limited to sand application during an ice or snow event).
8. No denied access to the Public right-of-way will be allowed. Any pre-existing gates along the subject roadways are to be removed by owner at no cost to the City.

#### Owner Responsibilities:

The Owner shall be responsible for maintenance and installation of the following:

1. Vegetation- the Owner will maintain and manage all vegetation, landscaping, lighting, irrigation, along the right-of-way, including roadside, medians, and roundabout areas.
2. Pedestrian Ways – any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the Owner.
3. Guardrails
4. Curb and Gutter; drainage inlet tops, grates, and covers; manhole and other utility covers.
5. Street and directional signage – The Owner has responsibility to install and maintain street signs and other directional signage. This is subject to City discretion for any potential road side hazard considerations.
6. Dam and Lake Embankments – The Owner shall retain responsibility for all dam and lake embankment maintenance, including periodic inspections and routine maintenance on outlet controls, erosion stabilization, and vegetation management. This shall include management of water levels to minimize impact to the roadway.
7. Other – The Owner shall notify the City of any proposed work within the right-of-way of the subject roadways. All work shall be reviewed and inspected by the City Engineer and his/her staff and determined to meet City specifications as determined by the City Engineer.

The Owner shall perform all listed Owner responsibilities. Should the Owner not perform these responsibilities, the City is authorized to perform the work that must be done in the interest of public safety and/or improving any situation that without attention would adversely impact the roadway. The City may bill the Owner for the costs incurred by the City for labor, equipment, and materials for the said work.

Agreed to

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

Its: VP of DEVELOPMENT

Date: 7.16.2018

Liberty Park Joint Venture

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

Ashley Curry

Its: Mayor

Date: \_\_\_\_\_

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

Jeffrey Downes



Its: City Manager

Date: \_\_\_\_\_

**RESOLUTION NUMBER 5074**

**A RESOLUTION TO REDUCE THE CORPORATE  
LIMITS OF THE CITY OF VESTAVIA HILLS,  
ALABAMA, AND THE BOUNDARIES THEREOF  
REESTABLISHED**

**WHEREAS**, on HealthSouth is the owner of property described as Lot 1, HealthSouth Headquarters Addition to Liberty Park (MB 243, MP 1) and located on Liberty Parkway, Vestavia Hills, Alabama; and

**WHEREAS**, a portion of Lot 1, HealthSouth Headquarters Addition to Liberty Park (“hereinafter known as “The Property”) lies within the corporate limits of the City of Vestavia Hills, said portion is illustrated and more particularly described in a map and legal description marked as Exhibit A attached to and incorporated into this Resolution Number 5074 as though written fully therein; and

**WHEREAS**, Arthur E. Wilson Jr., Chief Real Estate Officer for HealthSouth in a letter dated August 15, 2016 has filed a petition with the City Council of the City of Vestavia Hills requesting de-annexation of The Property that lies within the City of Vestavia Hills corporate limits, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution Number 5074 as though written fully therein; and

**WHEREAS**, the Mayor and Council agree it is in the best public interest to grant HealthSouth’s request determining that The Property described in Exhibit A located on Liberty Parkway, Vestavia Hills, Alabama is of no benefit to the City.

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

1. This action is taken pursuant to the authority set forth in Title 11-42-200, et. seq., Code of Alabama, 1975; and

2. That petition signed by Arthur E. Wilson, Jr., HealthSouth, represents as owner of The Property; and

3. The City Council of the City of Vestavia Hills, Alabama, has determined and decided that the public good requires that the request of HealthSouth is due to be granted; and

4. That the legal description of the property to be de-annexed is described as follows:

A portion of Lot 1, HealthSouth Headquarters Addition to Liberty Park (MB 243, MP 1)  
HealthSouth, owner

More Particularly described as follows:

A part of Lot 1, HealthSouth Headquarters Addition to Liberty Park, as recorded in Map Book 243, Page 1 in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the N.E. 1/4 of the S.W. 1/4 of Section 12, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows: Begin at the Easternmost corner of Lot 1, HealthSouth Headquarters Addition to Liberty Park, said point also being on the Northwesternly line of Liberty Parkway (a private road); thence in a Southwesterly direction along the Southeasterly line of said Lot 1 and the Northwesternly line of Liberty Parkway a distance of 44.70 feet to a point; thence  $94^{\circ}00'05''$  to the right in a Northwesternly direction (leaving Liberty Parkway) a distance of 245.65 feet to a point on the Northeasterly line of said Lot 1; thence  $169^{\circ}34'56''$  to the right in a Southeasterly direction along the Northeasterly line of said Lot 1 a distance of 246.59 feet to the Point of Beginning. Containing 5,477 square feet or 0.126 acre.

5. The property owned by HealthSouth located in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described in paragraph 4 above is hereby de-annexed from the corporate city limits of the City of Vestavia Hills, Alabama.

6. The corporate limits of the City of Vestavia Hills, Alabama, are hereby reduced so as to exclude the territory described in paragraph 4 above and the boundaries of the City are hereby re-established accordingly.

7. That pursuant to Section 11-42-201 of the Code of Alabama, 1975, the Clerk shall certify a copy of such Resolution, together with a plat or map correctly defining the corporate limits proposed to be established and the names of all qualified electors residing in the territory proposed to be excluded from the area of such corporation and file the same with the Judge of Probate of Jefferson County.

**DONE, ORDERED, APPROVED and ADOPTED** this the 23<sup>rd</sup> day of July, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Resolution 5074 is a true and correct copy of such Resolution that was duly adopted by the City Council of the City of Vestavia Hills on the 23<sup>rd</sup> day of July, 2018, as same appears in the official records of said City.

Rebecca Leavings  
City Clerk

LOT 1  
LIBERTY PARK URBAN CENTER  
SECOND SECTOR  
(Map Book 186, Page 28)

Scale: 1" = 100'  
Graphic Scale



City of Birmingham  
City of Vestavia Hills

N.E. 1/4 - S.W. 1/4  
Sec. 12 - T18S - R3W

ACREAGE

AREA TO BE DEANNEXED

100'

Point of Beginning

169° 34' 56"

246.59'

245.65' City of Birmingham

94° 00' 05"

44.70'

LIBERTY PARKWAY  
(A PRIVATE ROAD)

LOT 1J  
CORPORATE  
WOODS ADDITION  
TO LIBERTY PARK  
RESURVEY NO. 3  
(Map Book 206,  
Page 51)

LOT 1  
HEALTHSOUTH HEADQUARTERS  
ADDITION TO LIBERTY PARK  
(Map Book 243, Page 1)

LOT 1N  
CORPORATE WOODS  
ADDITION TO LIBERTY PARK  
RESURVEY NO. 4  
(Map Book 221, Page 99)

LOT 2  
HEALTHSOUTH HEADQUARTERS  
ADDITION TO LIBERTY PARK  
(Map Book 243, Page 1)

Owner: Baptist Health System, Inc.

City of Birmingham  
City of Vestavia Hills

# DEANNEXATION EXHIBIT

PREPARED BY:

WALTER SCHOEL ENGINEERING COMPANY, INC.

1001 22ND STREET SOUTH  
BIRMINGHAM, ALABAMA 35205  
(205) 323-6166

LEGAL DESCRIPTION  
CITY OF VESTAVIA  
DEANNEXATION PARCEL

A part of Lot 1, HealthSouth Headquarters Addition to Liberty Park, as recorded in Map Book 243, Page 1 in the office of the Judge of Probate of Jefferson County, Alabama, being situated in the N.E. 1/4 of the S.W. 1/4 of Section 12, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Easternmost corner of Lot 1, HealthSouth Headquarters Addition to Liberty Park, said point also being on the Northwesternly line of Liberty Parkway (a private road); thence in a Southwesterly direction along the Southeasterly line of said Lot 1 and the Northwesternly line of Liberty Parkway a distance of 44.70 feet to a point; thence  $94^{\circ}00'05''$  to the right in a Northwesternly direction (leaving Liberty Parkway) a distance of 245.65 feet to a point on the Northeasterly line of said Lot 1; thence  $169^{\circ}34'56''$  to the right in a Southeasterly direction along the Northeasterly line of said Lot 1 a distance of 246.59 feet to the Point of Beginning.

Containing 5,477 square feet or 0.126 acre.



August 15, 2016

City of Vestavia  
1032 Montgomery Hwy  
Vestavia Hills, AL 35216  
Attention: Rebecca Leavings  
City Clerk/Zoning Official

Re: Liberty Park Development

HealthSouth Corporation is the owner of Lot 1 according to the Plat of HealthSouth Headquarters Addition to Liberty Park, recorded on May 16, 2015 in Map Book 243, Page 1 in the Office of the Judge of Probate of Jefferson County, Alabama. Lot 1 is currently within the city limits of the City of Birmingham and the city limits of the City of Vestavia as shown on the attached Exhibit A. By this letter, HealthSouth Corporation requests that the portion of Lot 1 located within the city limits of Vestavia Hills be de-annexed from Vestavia Hills (for annexation to the City of Birmingham).

Please consider this letter as HealthSouth's petition to de-annex the indicated portion of Lot 1 as shown on Exhibit A. Thank you.

Yours very truly,

A handwritten signature in blue ink that reads "Arthur E. Wilson, Jr.".

Arthur E. Wilson, Jr.  
Chief Real Estate Officer

**RESOLUTION NUMBER 5076**

**A RESOLUTION APPROVING FUNDING AND PURCHASING,  
INCLUDING INSTALLATION, OF HVAC UNITS FOR STATION 1 FOR  
THE FIRE DEPARTMENT**

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

1. The City Manager is hereby authorized to purchase HVAC units needed for the Fire Department and have them installed as detailed in the memorandum from the Fire Chief dated July 17, 2018; and
2. Funding for the HVAC units including installation will be attained from the General Fund; and
3. This Resolution Number 5076 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of July, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





**VESTAVIA HILLS FIRE DEPARTMENT**

**MEMORANDUM**

TO: Jeff Downes, City Manager  
FROM: Marvin Green, Fire Chief  
DATE: July 17, 2018  
RE: Station One HVAC

We are requesting an emergency appropriation from the Council to replace the primary HVAC units and the secondary unit at Fire Station One. The units are not cooling properly and are requiring service calls more frequently as they approach the end of their service life.

The two five-ton units are 16 years old and have required six service calls for refrigerant in the last few months. The battalion chief's office is serviced by a separate motel style unit that is also failing to maintain temperature and is building up moisture inside the office. Comfort Systems USA currently has the HVAC maintenance contract for the city and recommends immediate replacement due to the age, continuous refrigerant leaks and the scarcity of parts and R-22 refrigerant.

We have received three estimates for the replacement of the five-ton units.

Comfort Systems USA	\$19,145.00
Cahaba Comfort Solutions	\$14,500.00
Terry Myers, Alabama	\$8,115.00

We have received two estimates for the replacement of the wall unit to a ductless mini-split.

Comfort Systems USA	\$5,901.00
Cahaba Comfort Solutions	\$5,000.00

We are requesting a council appropriation of \$13,115 to replace these air units. We would like to use Terry Myers and Cahaba Comfort for the purchase and installation of the equipment.

**RESOLUTION NUMBER 5077**

**A RESOLUTION APPROVING FUNDING AND PURCHASING OF A  
POLICE VEHICLE FOR THE POLICE DEPARTMENT**

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

1. The City Manager is hereby authorized to purchase a police vehicle needed for the Police Department as detailed in the memorandum from the Police Chief dated July 18, 2018; and
2. Funding for the Police Vehicle will be attained from the Confiscations Account and from the Frito Lay Settlement; and
3. This Resolution Number 5077 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of July, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**From:** Danny Rary  
**Sent:** Wednesday, July 18, 2018 12:35 PM  
**To:** Jeff Downes <[jdownes@vhal.org](mailto:jdownes@vhal.org)>  
**Subject:** Patrol unit #107

Mr. Downes,

The engine in Patrol Unit 107 must be replaced. The cost of this repair will be \$10,000.00. We have had issues with this vehicle for over a year. Unit 107 was to be removed from Patrol service on 1 August 2018 and assigned to Cpl Jimmy Coleman to use in his capacity as Code Enforcement Officer. This will leave us without a vehicle replacement for Cpl Coleman whose vehicle is at end of service life now. I do not want to put this much of the Cities money into a 2014 vehicle.

As you know we are receiving a settlement from Frito Lay on a wreck they had with one of our vehicles. I am requesting that the City use the funds from the settlement of this case and an appropriate amount of funds from the Confiscations account to purchase a new 2018 Ford F-150 for the use of Cpl Coleman for his official duties. I spoke with George Sawaya this morning and we have enough available funds to cover this purchase. If approved this vehicle will be bought from the State of Alabama bid for LE vehicles.

Can this item be placed on the agenda for the council consideration at the meeting Monday, 23 July 2018. If possible can this be a unanimous consent vote?

Thanks,  
Dan



Danny P. Rary  
Chief of Police  
Vestavia Hills Police Department  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216  
205-978-0109  
[drary@vhal.org](mailto:drary@vhal.org)

**ORDINANCE NUMBER 2775**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY VESTAVIA HILLS UNZONED TO VESTAVIA HILLS B-2**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills Unzoned to Vestavia Hills b-2 (general business district):

Portion of 1280 Montgomery Highway  
City of Vestavia Hills, Owner(s)

Description Of A Tract Of Land To Be Re-Zoned:

A Tract Of Land Situated In The Northeast Quarter Of The Northwest Quarter Of Section 31, Township 18 South, Range 2 West, Jefferson County, Alabama, More Particularly Described As Follows:

Commence At The Northwest Corner Of The Northeast Quarter Of The Northwest Quarter Of Said Section 31; Thence Run South 87 Degrees 23 Minutes 27 Seconds East Along The North Line Of Said Quarter- Quarter Section For A Distance Of 16.20 Feet, To A Point On The Southeasterly Right Of Way Line Of Old Montgomery Highway; Thence Run Along Said Right Of Way The Following Courses; South 37 Degrees 29 Minutes 43 Seconds West For 552.47 Feet; To A Curve To The Left, Having A Radius Of 137.70 Feet, A Chord Bearing Of South 09 Degrees 49 Minutes 53 Seconds West, And A Chord Length Of 127.86 Feet; Thence Along Said Arc For 132.97 Feet; To A Compound Curve To The Left, Having A Radius Of 1254.43 Feet, A Chord Bearing Of South 24 Degrees 03 Minutes 41 Seconds East, And A Chord Length Of 272.22 Feet; Thence Run Along Said Arc For 272.76 Feet; Thence Run South 30 Degrees 17 Minutes 26 Seconds East For 22.18 Feet; To A Curve To The Left, Having A Radius Of 375.00 Feet, A Chord Bearing Of South 46 Degrees 21 Minutes 12 Seconds East, And A Chord Length Of 207.52 Feet; Thence Run Along Said Arc For 210.26 Feet; Thence Run South 62 Degrees 24 Minutes 57 Seconds East For 23.13 Feet; To A Curve To The Left, Having A Radius Of 1482.65 Feet, A Chord Bearing Of South 65 Degrees 04 Minutes 27 Seconds East, And A Chord Length Of 137.53 Feet; Thence Run Along Said Arc For 137.58 Feet; Thence Run South 67 Degrees 43 Minutes 57

Seconds East For 130.88 ;Thence Run North 22 Degrees 16 Minutes 03 Seconds East For 40.74 Feet; Thence Run North 37 Degrees 28 Minutes 32 Seconds East For 126.49 Feet To The Point Of Beginning Of The Tract Of Land Herein Described Thence Continue North 37 Degrees 28 Minutes 32 Seconds East For 255.01 Feet; Thence Run North 82 Degrees 28 Minutes 32 Seconds East For 72.83 Feet; Thence Run South 52 Degrees 31 Minutes 28 Seconds East For 167.23 Feet, To A Point On The Northwesterly Right Of Way Line Of Highway 31, And The Point Of Beginning Of A Non Tangent Curve To The Right, Having A Radius Of 3154.18 Feet, A Chord Bearing Of South 24 Degrees 35 Minutes 50 Seconds West, And A Chord Length Of 77.68 Feet; Thence Run Along Said Arc And Right Of Way Line For 77.68 Feet Thence Run North 52 Degrees 38 Minutes 19 Seconds West For 183.23 Feet; Thence Run South 50 Degrees 23 Minutes 11 Seconds West For 236.40 Feet To The Point Of Beginning. Said Tract Of Land Containing 22,042.85 Square Feet Or 0.51 Acres.

**APPROVED and ADOPTED** this the 13<sup>th</sup> day of August, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

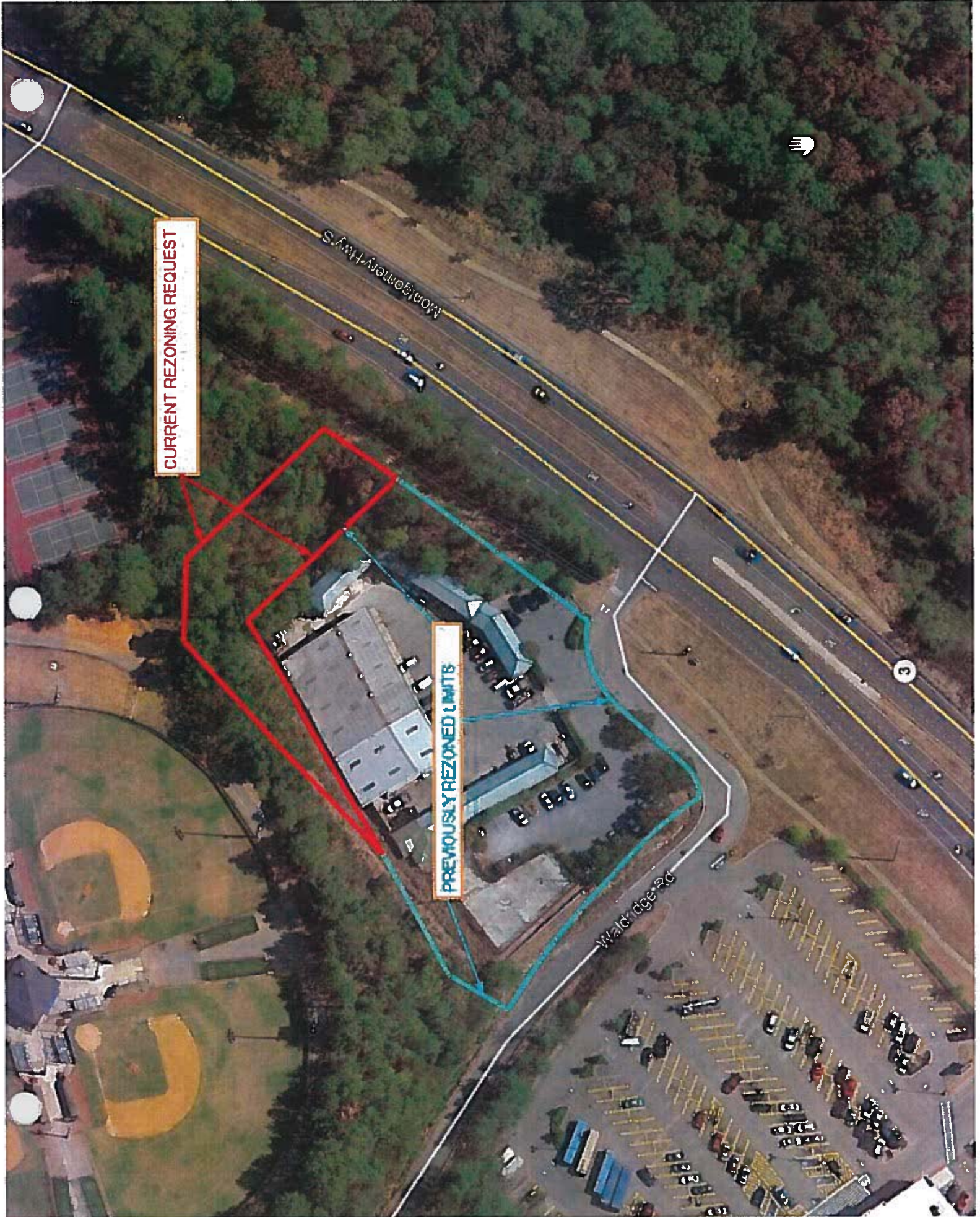
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2775 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 13<sup>th</sup> day of August, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

CURRENT REZONING REQUEST

PREVIOUSLY REZONED LIMITS



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

Date: **JUNE 14, 2018**

- **CASE: P-0618-18**
- **REQUESTED ACTION:** Rezoning from Unzoned to Vestavia Hills B-2
- **ADDRESS/LOCATION:** 1280 Montgomery Hwy.
- **APPLICANT/OWNER:** City of Vestavia Hills
- **GENERAL DISCUSSION:** City is rezoning property as part of a purchase and sale agreement for a commercial center anchored by a Baumhower's Victory Grille. The development would also contain a drive-thru restaurant. The parcel the City is seeking to sell currently hosts the Public Works Facility, adjacent to Wald Park. The majority of the land in question was rezoned to B-2 in the summer of 2016. However, additional land is needed for the development of the site. In the attached map, the land being rezoned is outlined in red and this is the only portion under consideration. The proposed development meets all requirements of the B-2 zoning. Access would be granted from Waldrige Rd. A site plan is attached.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is on the border of Recreation/Open Space and Village Center. Adjacent zonings include B-2 to the south and Institutional across the street. Wald Park remains unzoned.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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



**MOTION** Mr. Gilchrist made a motion to recommend rezoning approval for a portion of 1280 Montgomery Hwy. from Unzoned to Vestavia Hills B-2. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

Mr. Sykes – yes  
Mr. Weaver – yes  
Mrs. Barnes – yes  
Mr. Larson – yes  
Motion carried.

Mr. Romeo – yes  
Ms. Cobb – yes  
Mr. Gilchrist – yes

**LBYD**  
 CONSULTING ENGINEERS  
 715 South 20th Street  
 Birmingham, Alabama 35205  
 Phone: (205) 988-1000  
 Fax: (205) 988-1001  
 Email: info@lbyd.com  
 www.lbyd.com

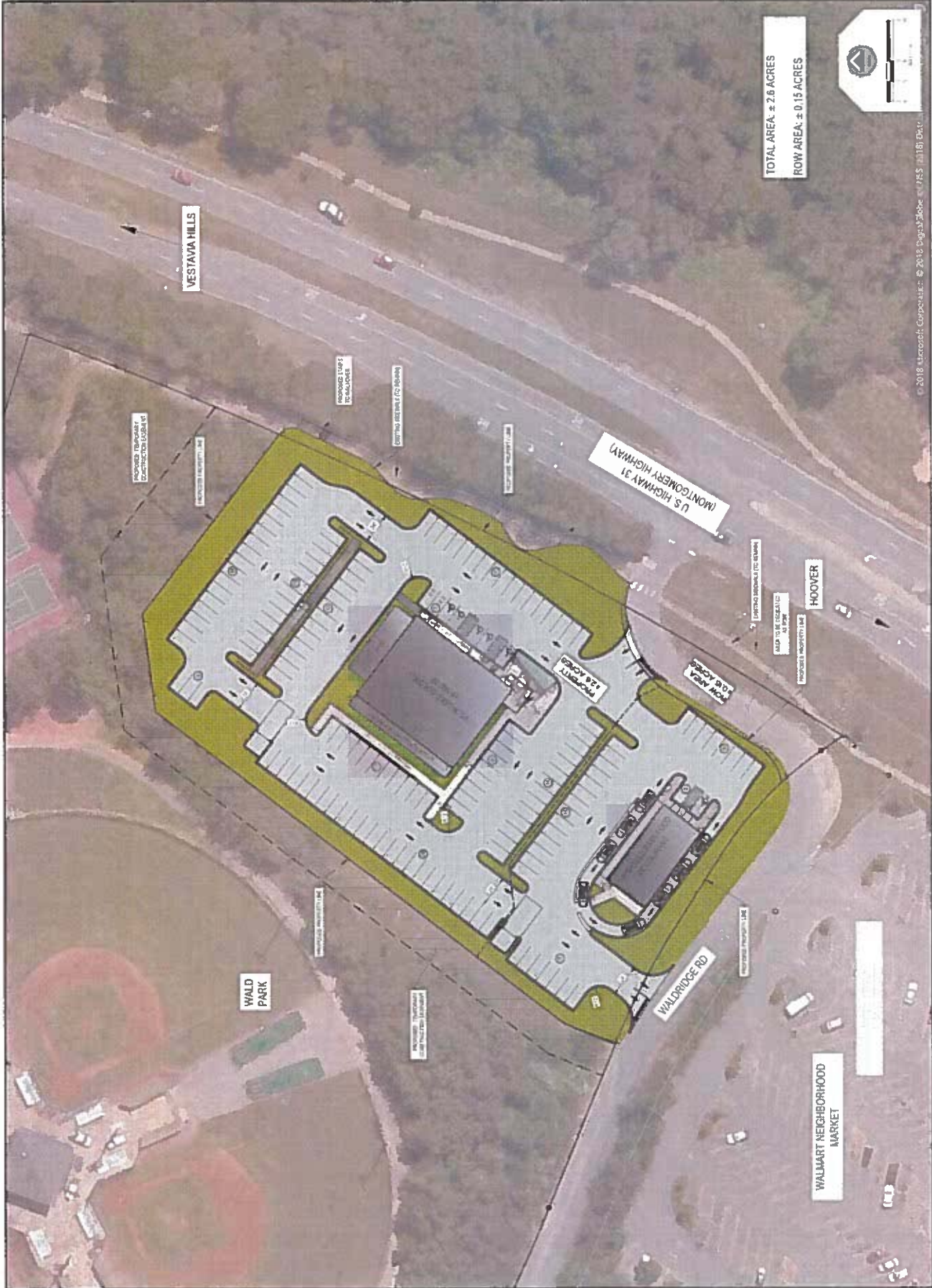
**LBYD, Inc.**  
 715 South 20th Street  
 Birmingham, Alabama 35205  
 Phone: (205) 988-1000  
 Fax: (205) 988-1001  
 Email: info@lbyd.com  
 www.lbyd.com

DATE	10/17/2018
BY	
APP'D	
SCALE	
PROJECT	
DESCRIPTION	
OWNER	
DESIGNER	
CONTRACT NO.	
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	

**VESTAVIA WILD PARK DEV.**  
 SOLUTIONS CAPITAL INVESTMENTS, INC.  
 VESTAVIA HILLS, AL

CONCEPTUAL LAYOUT

4/17/2018  
 DATE  
 LBYD  
 10



TOTAL AREA: ± 2.6 ACRES  
 ROW AREA: ± 0.15 ACRES

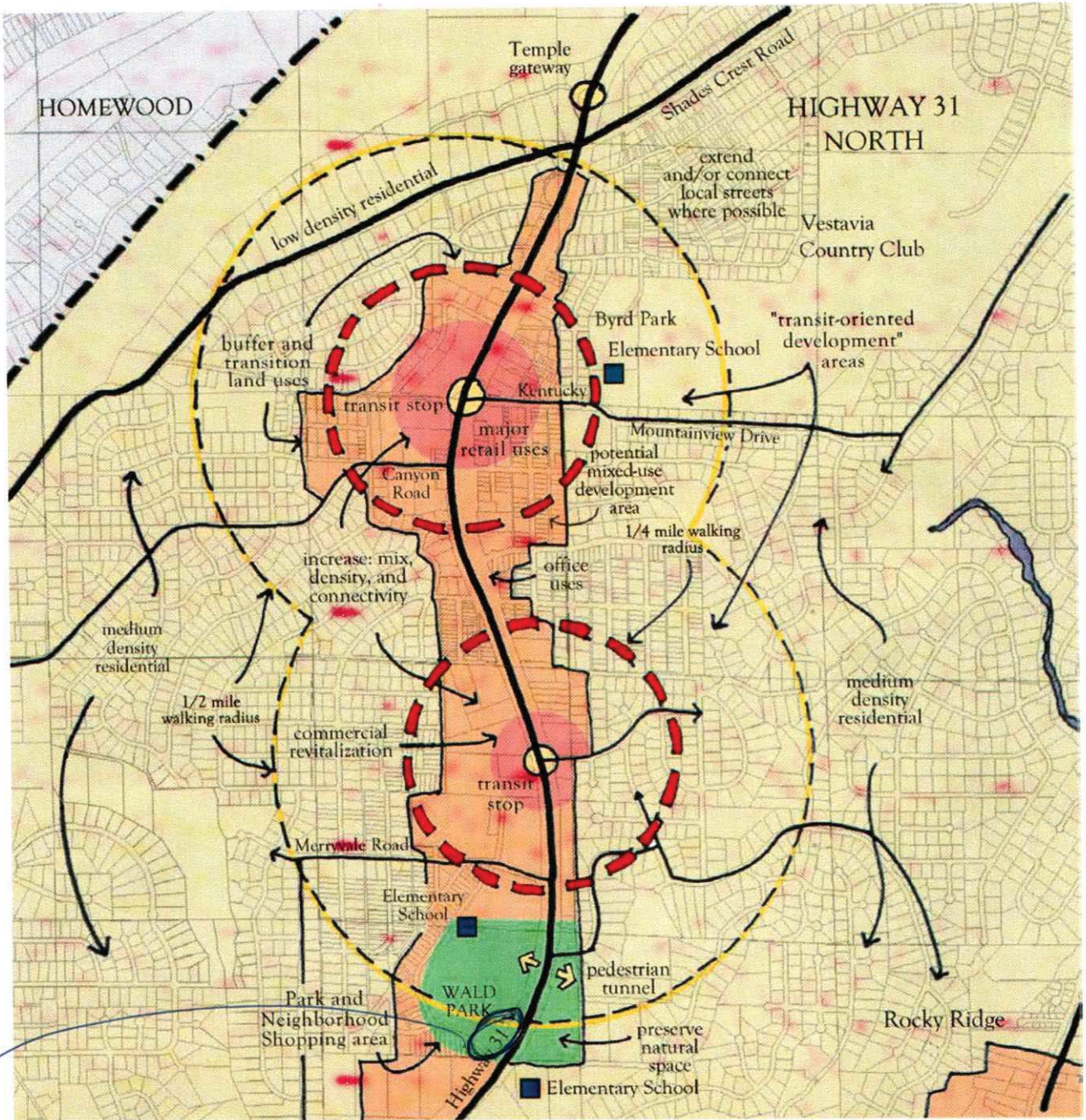


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Legend  
Address\_Points

- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9\*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1\*
- O-1
- PUD-PB
- R-8\*

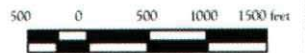




Subject Property

Figure 17: Highway 31 North  
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreational areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.
- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



**RESOLUTION NUMBER 5076**

**A RESOLUTION APPROVING FUNDING AND PURCHASING,  
INCLUDING INSTALLATION, OF HVAC UNITS FOR STATION 1 FOR  
THE FIRE DEPARTMENT**

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

1. The City Manager is hereby authorized to purchase HVAC units needed for the Fire Department and have them installed as detailed in the memorandum from the Fire Chief dated July 17, 2018; and
2. Funding for the HVAC units including installation will be attained from the General Fund; and
3. This Resolution Number 5076 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of July, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk



**VESTAVIA HILLS FIRE DEPARTMENT**

**MEMORANDUM**

TO: Jeff Downes, City Manager  
FROM: Marvin Green, Fire Chief  
DATE: July 17, 2018  
RE: Station One HVAC

We are requesting an emergency appropriation from the Council to replace the primary HVAC units and the secondary unit at Fire Station One. The units are not cooling properly and are requiring service calls more frequently as they approach the end of their service life.

The two five-ton units are 16 years old and have required six service calls for refrigerant in the last few months. The battalion chief's office is serviced by a separate motel style unit that is also failing to maintain temperature and is building up moisture inside the office. Comfort Systems USA currently has the HVAC maintenance contract for the city and recommends immediate replacement due to the age, continuous refrigerant leaks and the scarcity of parts and R-22 refrigerant.

We have received three estimates for the replacement of the five-ton units.

Comfort Systems USA	\$19,145.00
Cahaba Comfort Solutions	\$14,500.00
Terry Myers, Alabama	\$8,115.00

We have received two estimates for the replacement of the wall unit to a ductless mini-split.

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We are requesting a council appropriation of \$13,115 to replace these air units. We would like to use Terry Myers and Cahaba Comfort for the purchase and installation of the equipment.

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**ADOPTED and APPROVED** this the 23<sup>rd</sup> day of July, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**From:** Danny Rary  
**Sent:** Wednesday, July 18, 2018 12:35 PM  
**To:** Jeff Downes <[jdownes@vhal.org](mailto:jdownes@vhal.org)>  
**Subject:** Patrol unit #107

Mr. Downes,

The engine in Patrol Unit 107 must be replaced. The cost of this repair will be \$10,000.00. We have had issues with this vehicle for over a year. Unit 107 was to be removed from Patrol service on 1 August 2018 and assigned to Cpl Jimmy Coleman to use in his capacity as Code Enforcement Officer. This will leave us without a vehicle replacement for Cpl Coleman whose vehicle is at end of service life now. I do not want to put this much of the Cities money into a 2014 vehicle.

As you know we are receiving a settlement from Frito Lay on a wreck they had with one of our vehicles. I am requesting that the City use the funds from the settlement of this case and an appropriate amount of funds from the Confiscations account to purchase a new 2018 Ford F-150 for the use of Cpl Coleman for his official duties. I spoke with George Sawaya this morning and we have enough available funds to cover this purchase. If approved this vehicle will be bought from the State of Alabama bid for LE vehicles.

Can this item be placed on the agenda for the council consideration at the meeting Monday, 23 July 2018. If possible can this be a unanimous consent vote?

Thanks,  
Dan



Danny P. Rary  
Chief of Police  
Vestavia Hills Police Department  
1032 Montgomery Highway  
Vestavia Hills, Alabama 35216  
205-978-0109  
[drary@vhal.org](mailto:drary@vhal.org)



**ORDINANCE NUMBER 2775**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY VESTAVIA HILLS UNZONED TO VESTAVIA HILLS B-2**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills Unzoned to Vestavia Hills b-2 (general business district):

Portion of 1280 Montgomery Highway  
City of Vestavia Hills, Owner(s)

Description Of A Tract Of Land To Be Re-Zoned:

A Tract Of Land Situated In The Northeast Quarter Of The Northwest Quarter Of Section 31, Township 18 South, Range 2 West, Jefferson County, Alabama, More Particularly Described As Follows:

Commence At The Northwest Corner Of The Northeast Quarter Of The Northwest Quarter Of Said Section 31; Thence Run South 87 Degrees 23 Minutes 27 Seconds East Along The North Line Of Said Quarter- Quarter Section For A Distance Of 16.20 Feet, To A Point On The Southeasterly Right Of Way Line Of Old Montgomery Highway; Thence Run Along Said Right Of Way The Following Courses; South 37 Degrees 29 Minutes 43 Seconds West For 552.47 Feet; To A Curve To The Left, Having A Radius Of 137.70 Feet, A Chord Bearing Of South 09 Degrees 49 Minutes 53 Seconds West, And A Chord Length Of 127.86 Feet; Thence Along Said Arc For 132.97 Feet; To A Compound Curve To The Left, Having A Radius Of 1254.43 Feet, A Chord Bearing Of South 24 Degrees 03 Minutes 41 Seconds East, And A Chord Length Of 272.22 Feet; Thence Run Along Said Arc For 272.76 Feet; Thence Run South 30 Degrees 17 Minutes 26 Seconds East For 22.18 Feet; To A Curve To The Left, Having A Radius Of 375.00 Feet, A Chord Bearing Of South 46 Degrees 21 Minutes 12 Seconds East, And A Chord Length Of 207.52 Feet; Thence Run Along Said Arc For 210.26 Feet; Thence Run South 62 Degrees 24 Minutes 57 Seconds East For 23.13 Feet; To A Curve To The Left, Having A Radius Of 1482.65 Feet, A Chord Bearing Of South 65 Degrees 04 Minutes 27 Seconds East, And A Chord Length Of 137.53 Feet; Thence Run Along Said Arc For 137.58 Feet; Thence Run South 67 Degrees 43 Minutes 57

Seconds East For 130.88 ;Thence Run North 22 Degrees 16 Minutes 03 Seconds East For 40.74 Feet; Thence Run North 37 Degrees 28 Minutes 32 Seconds East For 126.49 Feet To The Point Of Beginning Of The Tract Of Land Herein Described Thence Continue North 37 Degrees 28 Minutes 32 Seconds East For 255.01 Feet; Thence Run North 82 Degrees 28 Minutes 32 Seconds East For 72.83 Feet; Thence Run South 52 Degrees 31 Minutes 28 Seconds East For 167.23 Feet, To A Point On The Northwesterly Right Of Way Line Of Highway 31, And The Point Of Beginning Of A Non Tangent Curve To The Right, Having A Radius Of 3154.18 Feet, A Chord Bearing Of South 24 Degrees 35 Minutes 50 Seconds West, And A Chord Length Of 77.68 Feet; Thence Run Along Said Arc And Right Of Way Line For 77.68 Feet Thence Run North 52 Degrees 38 Minutes 19 Seconds West For 183.23 Feet; Thence Run South 50 Degrees 23 Minutes 11 Seconds West For 236.40 Feet To The Point Of Beginning. Said Tract Of Land Containing 22,042.85 Square Feet Or 0.51 Acres.

**APPROVED and ADOPTED** this the 13<sup>th</sup> day of August, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

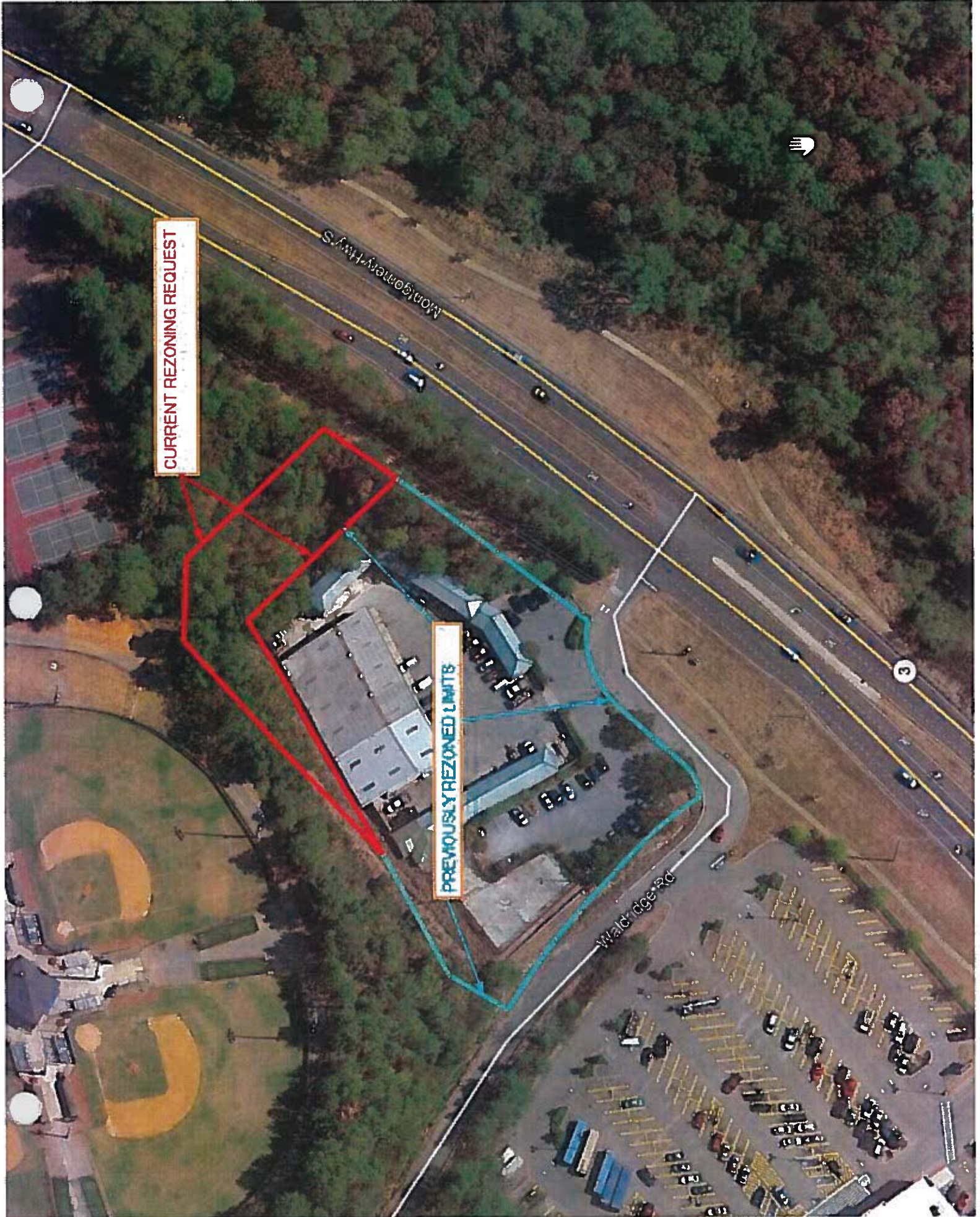
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2775 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 13<sup>th</sup> day of August, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

CURRENT REZONING REQUEST

PREVIOUSLY REZONED LIMITS



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

Date: **JUNE 14, 2018**

- **CASE: P-0618-18**
- **REQUESTED ACTION:** Rezoning from Unzoned to Vestavia Hills B-2
- **ADDRESS/LOCATION:** 1280 Montgomery Hwy.
- **APPLICANT/OWNER:** City of Vestavia Hills
- **GENERAL DISCUSSION:** City is rezoning property as part of a purchase and sale agreement for a commercial center anchored by a Baumhower's Victory Grille. The development would also contain a drive-thru restaurant. The parcel the City is seeking to sell currently hosts the Public Works Facility, adjacent to Wald Park. The majority of the land in question was rezoned to B-2 in the summer of 2016. However, additional land is needed for the development of the site. In the attached map, the land being rezoned is outlined in red and this is the only portion under consideration. The proposed development meets all requirements of the B-2 zoning. Access would be granted from Waldrige Rd. A site plan is attached.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is on the border of Recreation/Open Space and Village Center. Adjacent zonings include B-2 to the south and Institutional across the street. Wald Park remains unzoned.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

**MOTION** Mr. Gilchrist made a motion to recommend rezoning approval for a portion of 1280 Montgomery Hwy. from Unzoned to Vestavia Hills B-2. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

Mr. Sykes – yes  
Mr. Weaver – yes  
Mrs. Barnes – yes  
Mr. Larson – yes  
Motion carried.

Mr. Romeo – yes  
Ms. Cobb – yes  
Mr. Gilchrist – yes

**LBYD**  
 CONSULTING ENGINEERS  
 1000 Peachtree Street, N.E.  
 Atlanta, Georgia 30309  
 Phone: (404) 525-1000  
 Fax: (404) 525-1001  
 www.lbyd.com

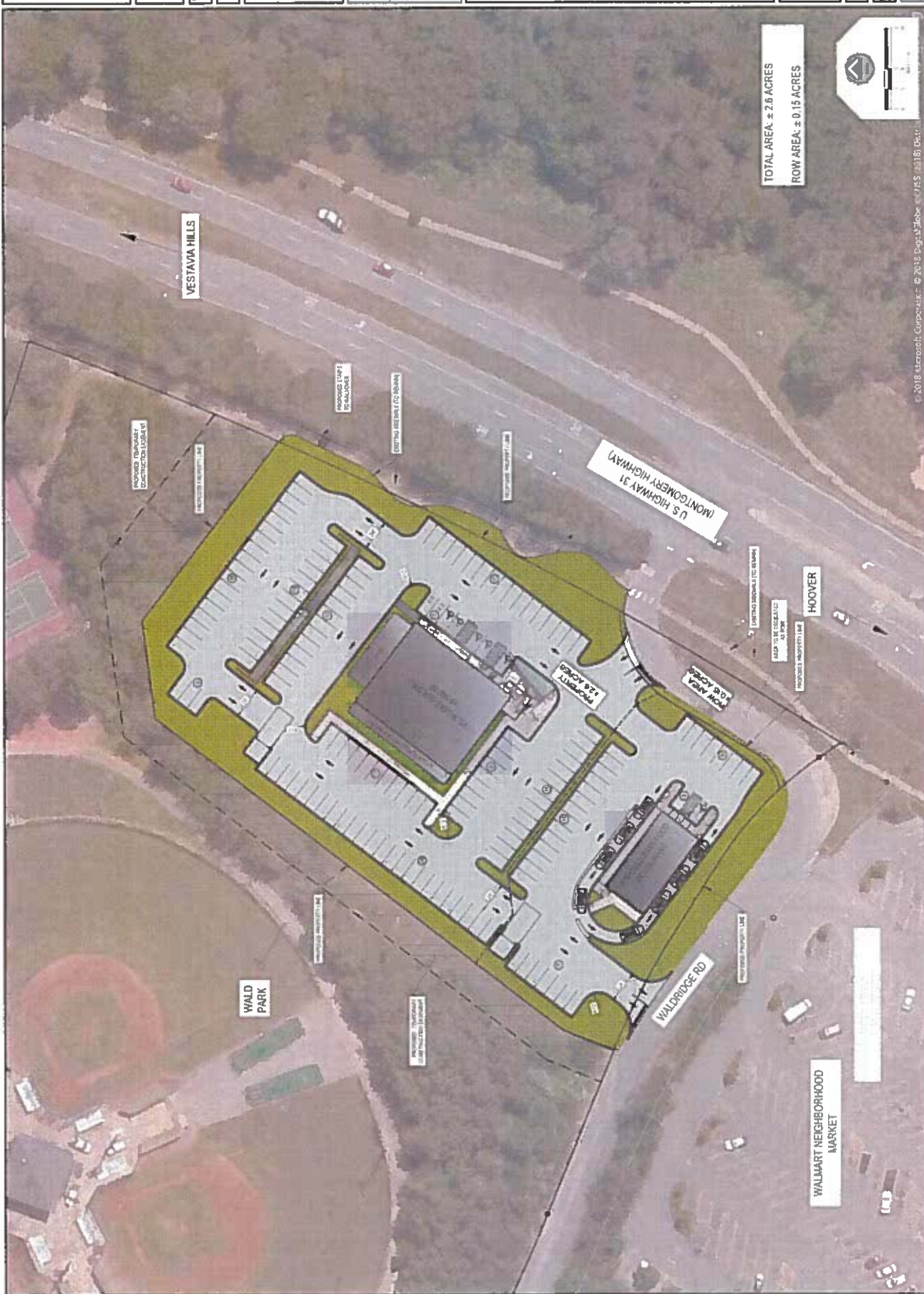
**LBYD, Inc.**  
 715 South 20th Street  
 Suite 1000  
 Phoenix, Arizona 85004  
 Phone: (602) 944-1000  
 Fax: (602) 944-1001  
 www.lbyd.com

DATE	DESCRIPTION

**VESTAVIA WILD PARK DEV.**  
 SOLUTIONS CAPITAL INVESTMENTS, INC.  
 VESTAVIA HILLS, AL

CONCEPTUAL LAYOUT

4.17.2008  
 DATE  
 LBYD  
 LBYD  
 10



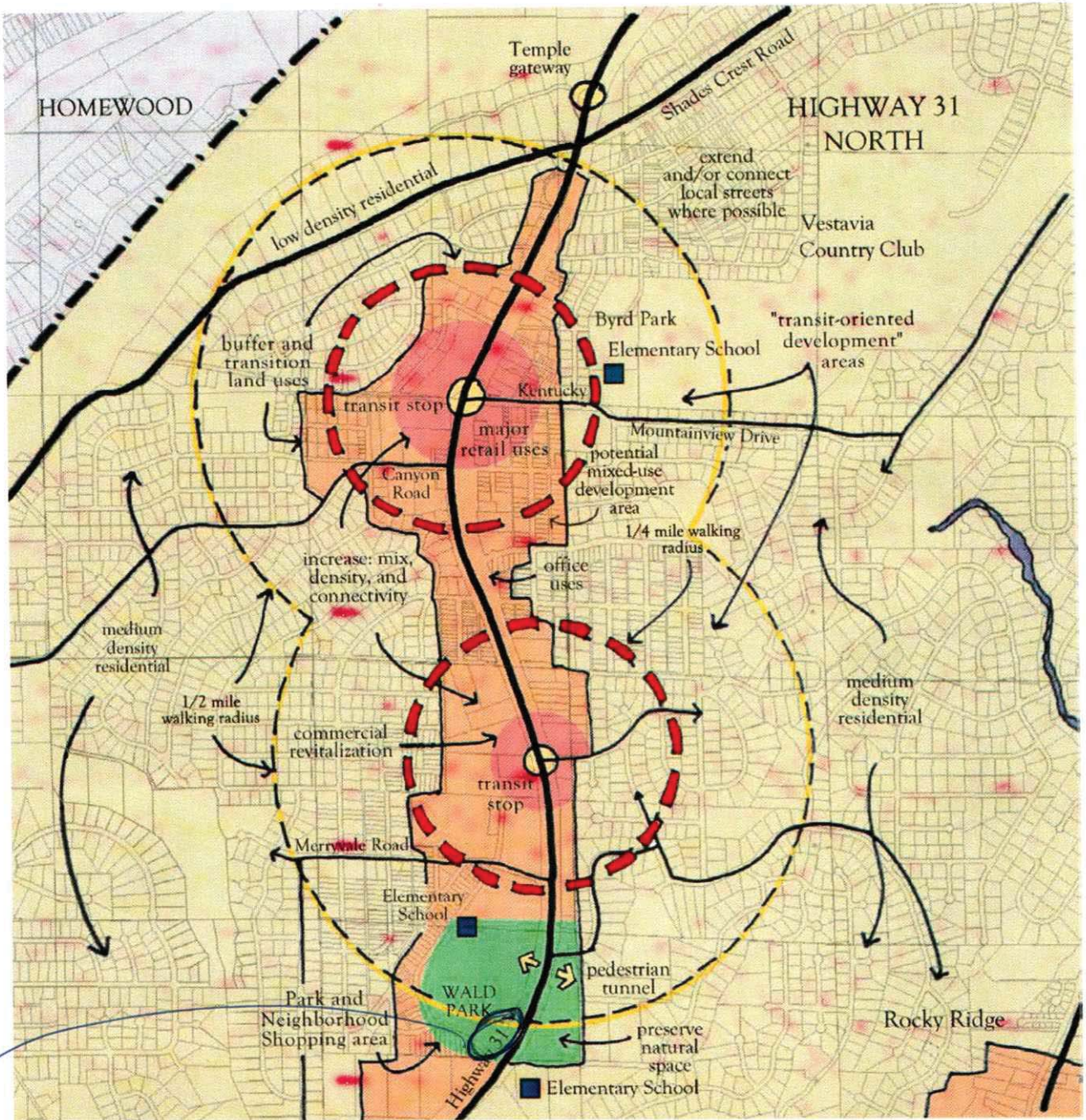
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Legend  
Address\_Points

- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9\*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1\*
- O-1
- PUD-PB
- R-8\*







Subject Property

Figure 17: Highway 31 North  
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreational areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.
- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



**RESOLUTION NUMBER 5069**

**A RESOLUTION APPROVING AND ASSENTING TO  
A DECLARATION OF VACATION**

**WITNESSETH THESE RECITALS**

**WHEREAS**, A Declaration signed by the owners of all the lands abutting the following described portion of Waldrige Road right-of-way situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said portion of Waldrige Road right-of-way, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

**WHEREAS**, a copy of said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

**WHEREAS**, the portion of Waldrige Road right-of-way above referred to is commonly referred to as “a portion of Waldrige Road right-of-way” and is more particularly described as follows:

Description Of Partial Vacation Of Waldrige Road.

Commence At The Common Corner Of Lots 1 And 2 According To The Resurvey Of Lots 12,13,14,15 & 16 Waldrige Terrace And Lots 8, 9,& 10 First Addition To Shades Park As Recorded In Map Book 221 Page 48 In The Jefferson County, Probate Office; Said Corner Lying On The Southerly Right Of Way Line Of Waldrige Road, And Being The Point Of Beginning Of A Non Tangent Curve To The Left, Having A Radius Of 800.40 Feet, A Chord Bearing Of North 58 Degrees 26 Minutes 36 Seconds West, And A Chord Length Of 186.03 Feet; Thence Run Along The Arc Of Said Curve And Said Right Of Way Line For 186.45 Feet ; Thence Run North 65 Degrees 07 Minutes 00 Seconds West Along Said Right Of Way Line For 29.73 Feet; Thence Run North 24 Degrees 53 Minutes 00 Seconds East For 42.00 Feet To On A Point On The Northerly Right Of Way Line Of Said Waldrige Road And The Point Of Beginning Of The Right Of Way To Be Vacated. Thence Run Along The Present Northerly Right Of Way Line Of Waldrige Road The Following Courses: Thence Run South 67 Degrees 58 Minutes 55 Seconds East For 52.75 Feet; Thence Run South 67 Degrees 43 Minutes 57 Seconds East For 25.55 Feet; To A Curve To The Right, Having A Radius Of 516.82 Feet, A Chord Bearing Of South 62 Degrees 34 Minutes 27 Seconds East, And A Chord Length Of 92.93 Feet; Thence Run Along Said Arc For 93.06 Feet ; Thence Run South 57 Degrees 24 Minutes 57 Seconds East For 64.68 Feet; To A Curve To The Right, Having A Radius Of 269.48 Feet, A Chord Bearing Of South 49 Degrees 44 Minutes 04 Seconds East, And A Chord Length Of 72.04 Feet;

Thence Run Along Said Arc For 72.26 Feet Thence Leaving Said Present Right Of Way Line ; To The Point Of Beginning Of A Compound Curve To The Right, Having A Radius Of 40.00 Feet, A Chord Bearing Of North 75 Degrees 34 Minutes 25 Seconds West, And A Chord Length Of 36.26 Feet; Thence Run Along Said Arc For 37.63 Feet ; To A Reverse Curve To The Left, Having A Radius Of 842.40 Feet, A Chord Bearing Of North 55 Degrees 19 Minutes 03 Seconds West, And A Chord Length Of 196.50 Feet; Thence Run Along Said Arc For 196.95 Feet ; To A Compound Curve To The Left, Having A Radius Of 842.40 Feet, A Chord Bearing Of North 63 Degrees 33 Minutes 57 Seconds West, And A Chord Length Of 45.60 Feet; Thence Run Along Said Arc For 45.60 Feet ;Thence Run North 65 Degrees 07 Minutes 00 Seconds West For 29.73 Feet To The Point Of Beginning. Said Tract Of Land Containing 2940 S.F. Or 0.07acres More Or Less.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA,** that the vacation of the hereinabove described portion of Waldrige Road right-of-way is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

**RESOLVED, DONE AND ORDERED,** on this the 13<sup>th</sup> day of August, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION**

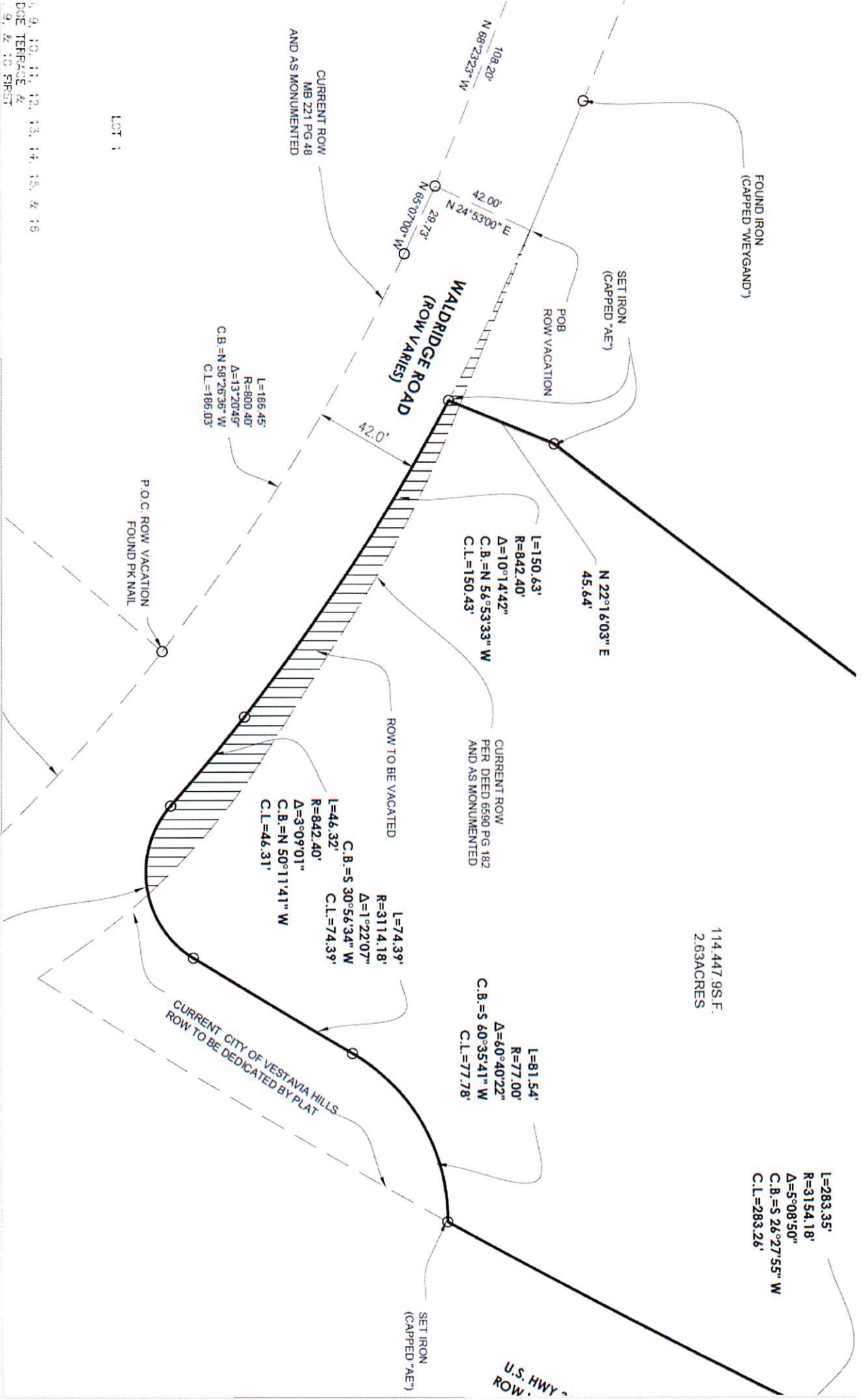
I, the undersigned qualified acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 13<sup>th</sup> day of August, 2018, and that such Resolution is of record in the Minute Book of the City at page \_\_\_\_\_ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

9, 10, 11, 12, 13, 14, 15, & 16  
DOE TERRACE &  
9, & 10 STREET

LOT 1



114,447.95 F.  
2.63 ACRES

L=283.35'  
R=3154.18'  
Δ=5°08'50"  
C.B.=S 26°27'55" W  
C.L.=283.26'

L=81.54'  
R=77.00'  
Δ=60°40'22"  
C.B.=S 60°35'41" W  
C.L.=77.78'

L=74.39'  
R=3114.18'  
Δ=1°22'07"  
C.B.=S 30°56'34" W  
C.L.=74.39'

L=150.63'  
R=842.40'  
Δ=10°14'42"  
C.B.=N 56°53'33" W  
C.L.=150.43'

L=186.45'  
R=800.40'  
Δ=13°20'49"  
C.B.=N 58°26'36" W  
C.L.=186.03'

U.S. HWY ROW

SET IRON (CAPPED AE?)

CURRENT CITY OF VESTAVIA HILLS  
ROW TO BE DEDICATED BY PLAT

P.O.C. ROW VACATION  
FOUND PK NAIL

CURRENT ROW  
MB 221 PG 48  
AND AS MONUMENTED

SET IRON (CAPPED AE?)

FOUND IRON (CAPPED WEGAND?)

POB ROW VACATION

WALDRIDGE ROAD (ROW VARIES)

N 24°53'00" E

42.00'

N 85°07'00" W

29.73'

N 88°23'23" W

108.20'

42.0'

N 22°16'03" E

45.64'

CURRENT ROW  
PER DEED 6590 PG 182  
AND AS MONUMENTED

ROW TO BE VACATED

LOT 1

9, 10, 11, 12, 13, 14, 15, & 16  
DOE TERRACE &  
9, & 10 STREET



**STATE OF ALABAMA  
JEFFERSON COUNTY**

**DECLARATION OF VACATION**

We, the undersigned, constituting all of the owners of all property abutting Portion of ROW as same appears on the Plat of First Aen to Shades Fork which Plat is recorded in Plat Book 221, at Page 48, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said portion of Row as the same appears of record on the Plat to be vacated, and said portion of Row is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of Portion of Row is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that Portion of Row be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. Portion of Row is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at Walbridge Road, Section 31, Township 18 South Range 2 West. A copy of the map reflecting the location of Portion of Row is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting Portion of Row and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 1280 Montgomery Hwy  
Legal Description: \_\_\_\_\_

Owners' Name(s): City of Vestavia Hills

B. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

C. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

D. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

E. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_

F. Street Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Owners' Name(s): \_\_\_\_\_



6. All of the undersigned do hereby declare Portion of ROW to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of Portion of ROW and its approval of the same.

**IN WITNESS THEREOF**, the undersigned have hereunto set our hands and seals on this the 26<sup>th</sup> day of June, 2018.

**SIGNATURES OF ABUTTING PROPERTY OWNERS:**

*(notary on following pages)*

City of Vestavia Hills  
John Drey, City Manager

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STATE OF ALABAMA

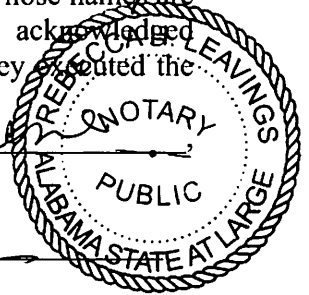
GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Jeff Downes and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

20 18. Given under my hand and official seal, this the 26<sup>th</sup> day of June

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

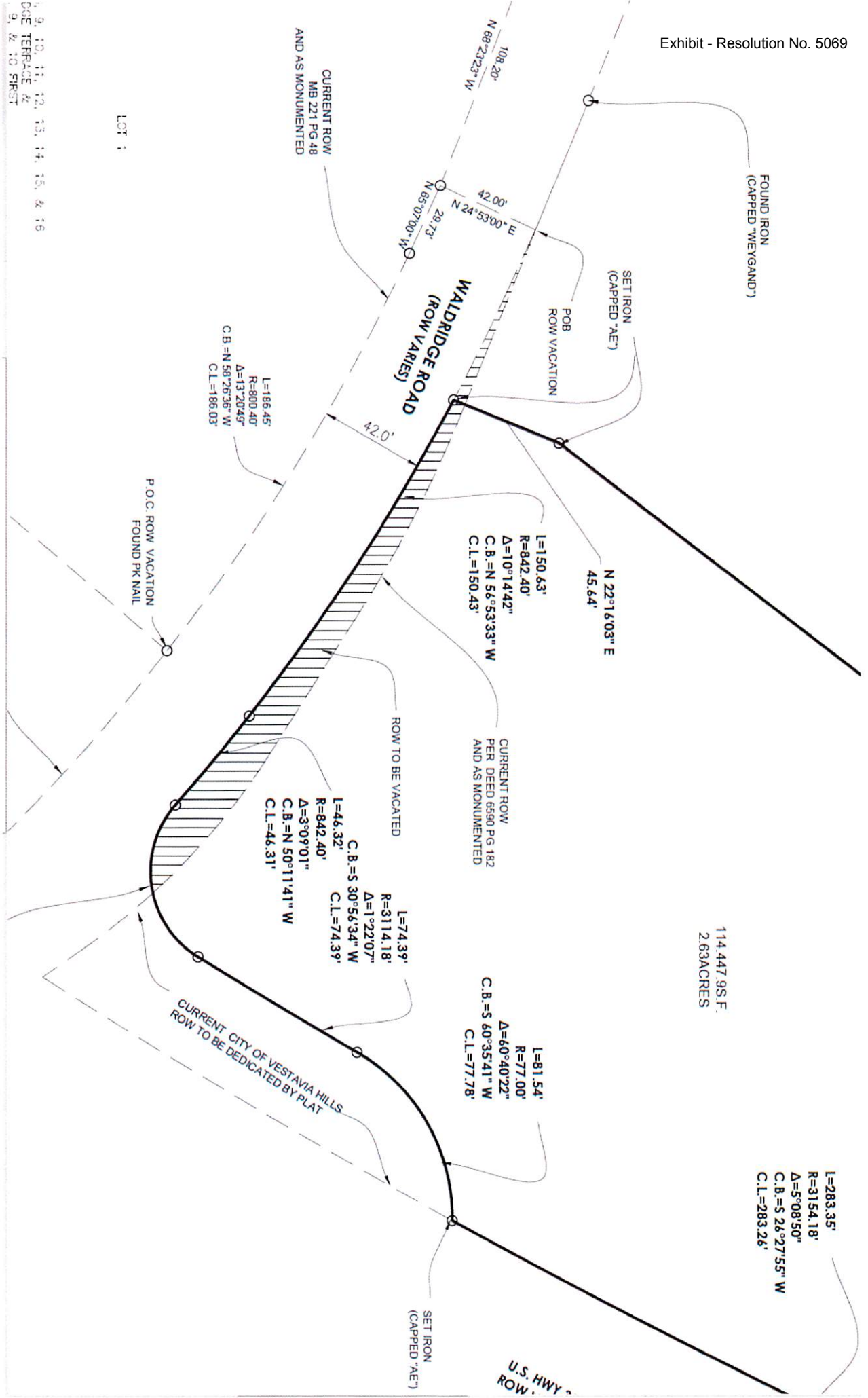
JEFFERSON COUNTY

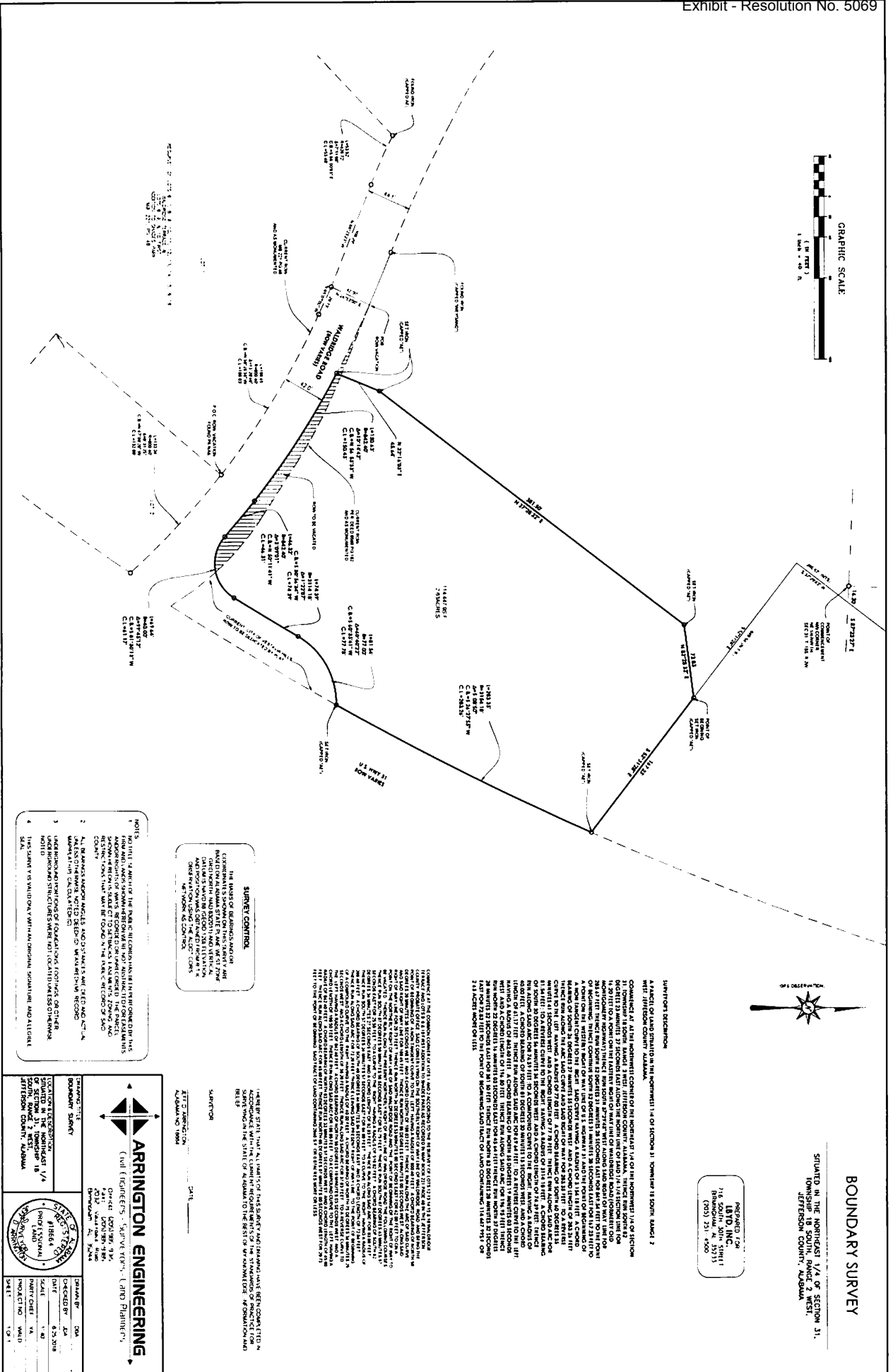
I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

9, 10, 11, 12, 13, 14, 15, & 16  
DOE TERRACE &  
9, & 10 FIRST





GRAPHIC SCALE  
1 INCH = 40 FEET  
1 INCH = 20 METERS

BOUNDARY SURVEY

SITUATED IN THE NORTHEAST 1/4 OF SECTION 31,  
TOWNSHIP 18 SOUTH, RANGE 2 WEST,  
JEFFERSON COUNTY, ALABAMA

PREPARED FOR:  
LBYD, INC.  
1125 SOUTH BRIDGE STREET  
BIRMINGHAM, AL 35233  
(205) 251-4900

IMPORTANT DISCLOSURE

A PARCEL OF LAND STRADDLING THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 2 WEST, COUNTY OF JEFFERSON, ALABAMA, IS THE SUBJECT OF A DEED FROM THE ESTATE OF THE LATE JAMES EARL BRYANT, JR., DATED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF JEFFERSON, ALABAMA, BOOK 10, PAGE 100. THE PARCEL IS BEING SURVEYED BY THIS OFFICE FOR THE PURPOSE OF ESTABLISHING THE BOUNDARIES OF THE PARCEL. THE SURVEY IS BEING CONDUCTED IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PARCEL AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PARCELS AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PARCELS AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY.

THE BASIS OF THIS SURVEY IS THE PUBLIC RECORDS OF THE COUNTY OF JEFFERSON, ALABAMA, BOOK 10, PAGE 100, AND THE PUBLIC RECORDS OF THE COUNTY OF JEFFERSON, ALABAMA, BOOK 10, PAGE 101. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PARCEL AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PARCELS AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY.

SURVEY CONTROL

EXPERIMENTAL STATION ON THIS SURVEY WAS ESTABLISHED ON THE INTERSECTION OF THE CENTERLINE OF WALTON ROAD AND THE CENTERLINE OF VINEY HILL FOREST. THE STATION WAS MARKED WITH AN IRON NAIL AND A BRASS PLATE.

- NOTICE
1. THIS SURVEY IS BEING CONDUCTED IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT.
  2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PARCEL AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY.
  3. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PARCELS AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY.
  4. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PARCELS AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORD THAT MIGHT AFFECT THE SURVEY.

ARRINGTON ENGINEERING

(Full Service Surveying - Land Planning)

1125 SOUTH BRIDGE STREET  
BIRMINGHAM, AL 35233  
(205) 251-4900

<p>DRAWING TITLE</p> <p>BOUNDARY SURVEY</p> <p>TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA</p>	<p>DATE</p> <p>10/1/01</p>
<p>CHECKED BY</p> <p>J.A. DAVIS</p>	<p>DRAWN BY</p> <p>D.M. SMITH</p>
<p>PROJECT NO.</p> <p>101</p>	<p>SHEET</p> <p>1 OF 1</p>

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

**June 28, 2018**

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services

From: Christopher Brady, City Engineer

RE: vacation of a portion of right-of-way at 1280 Montgomery Hwy; Waldrige Road/Wald Park

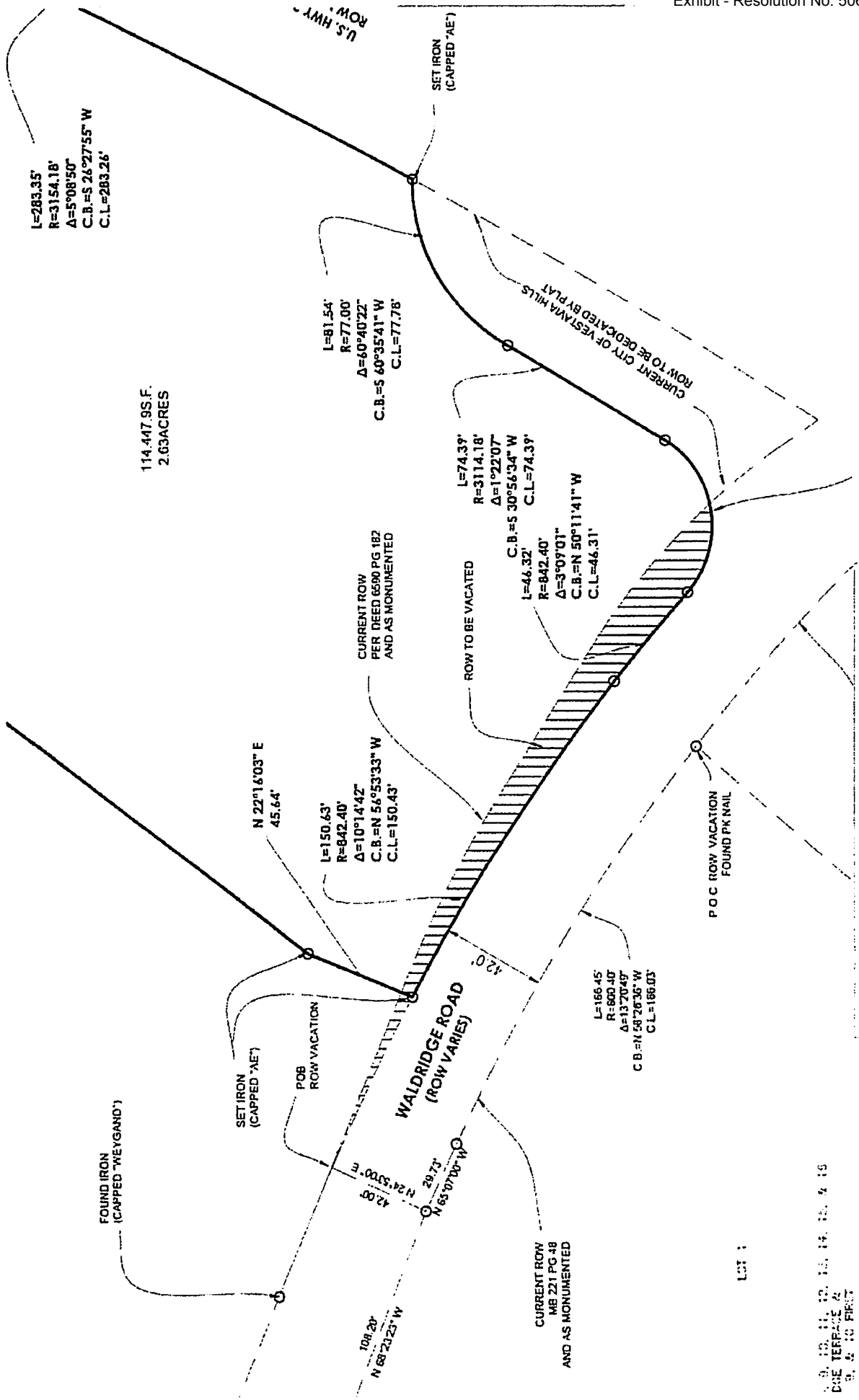
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I have reviewed the requested vacation and hereby provide favorable recommendation for approval.

Please let me know if questions,

Sincerely,  
-Christopher





9, 10, 11, 12, 13, 14, 15, & 16  
 ONE TERRACE AT  
 9, & 10 FIRST

LOT 1

May 24, 2018

Rebecca Leavings  
City Clerk for City of Vestavia Hills, Alabama  
1032 Montgomery Hwy  
Vestavia Hills, Alabama 35216

RE: Proposed Change to ROW at Vestavia Wald Park Development

Dear Ms Leavings:

Alabama Power Company ("APCo") has no objection to the proposed change to the variable ROW on Waldrige Road (F/K/A Lee Avenue) identified in an email dated May 24, 2018 from Wells Holladay of LBYD, Inc. and shown on the two attached exhibits. APCo does not consent, however, to the vacation of any of its statutorily protected easement rights within the area at issue. It is my understanding, however, that there is no intent or need to vacate any such property right of APCo. If that is not correct, please let me know at your earliest convenience. To the extent that it is helpful, the total right of way for APCo is 30 feet total, 15 feet on both sides of center line, plus anchors, for any existing overhead lines, and 10 feet total, 5 feet on both sides of center line, for any existing underground facilities that may be in place within this easement area.

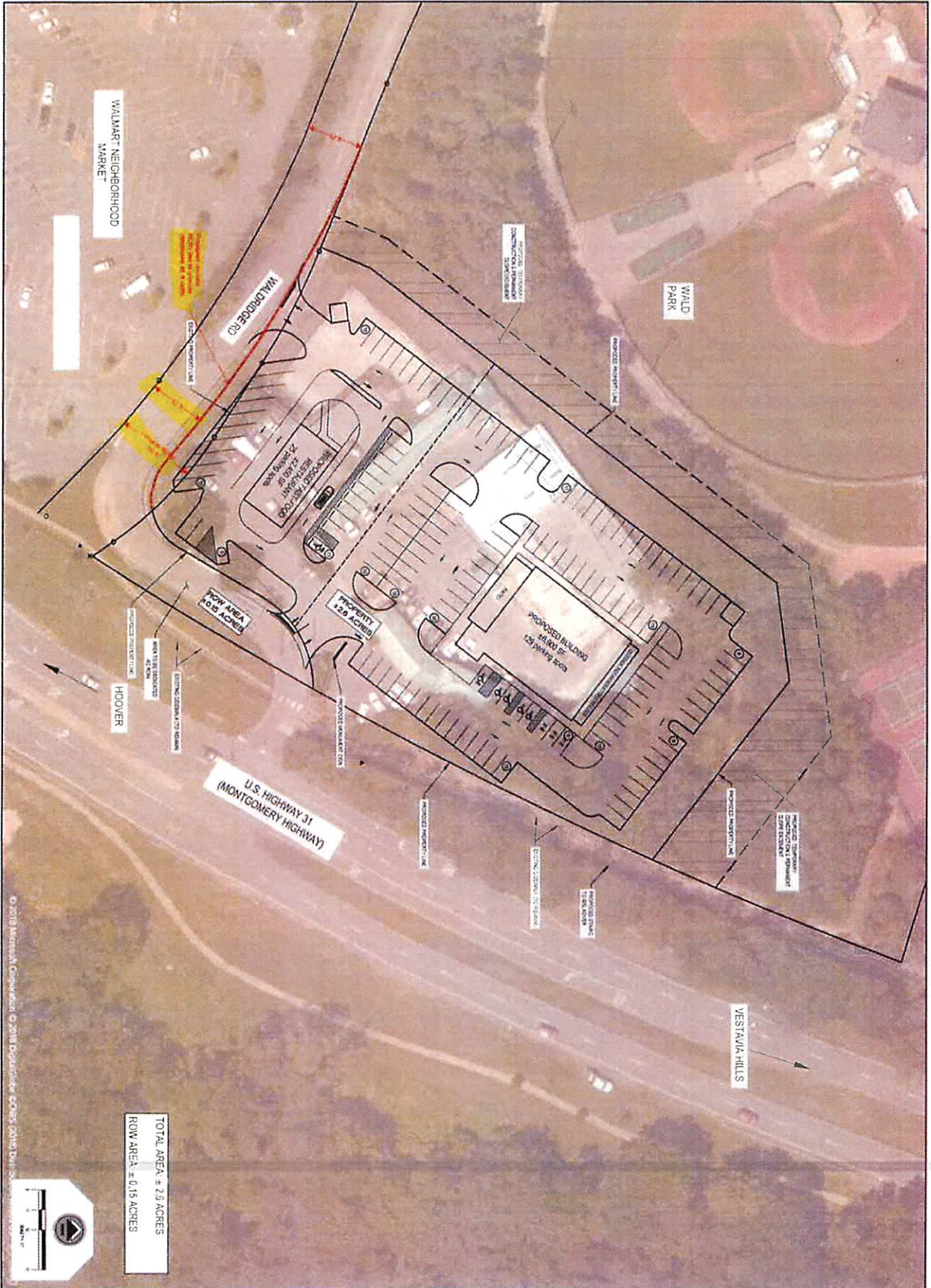
Should the need arise for the company to modify existing or extend additional facilities, APCo will acquire the necessary rights of way from the owner of record date.

I trust this letter is sufficient for your needs but if not, please call me at (205) 226-1754

Sincerely,




Dean Fritz  
Corporate Real Estate  
Alabama Power Company



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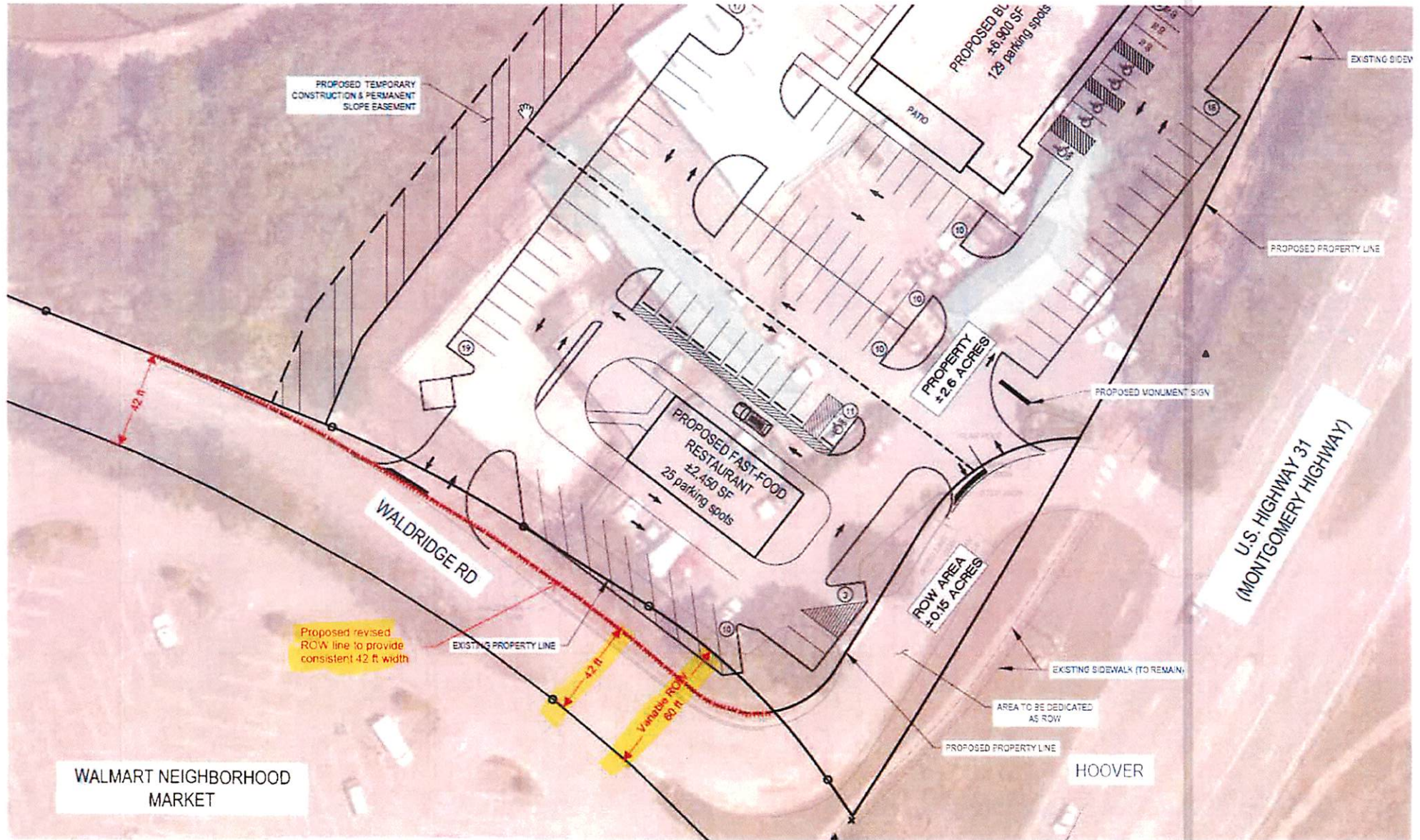
TOTAL AREA ± 2.5 ACRES  
ROW AREA ± 0.15 ACRES

 <p><b>LBYD</b> Civil and Structural Engineers 1000 West 10th Street Birmingham, AL 35204 Phone: (205) 988-8800 www.lbyd.com</p>	<p>1.1.17.0 - 1.0000 This plan is a preliminary plan and is not for construction. It is subject to change without notice. The owner is responsible for obtaining all necessary permits and approvals from the appropriate authorities.</p>	<p>1.1.17.0 - 1.0000 1.1.17.0 - 1.0000 1.1.17.0 - 1.0000</p>	<p>1.1.17.0 - 1.0000 1.1.17.0 - 1.0000</p>	<p>1.1.17.0 - 1.0000 1.1.17.0 - 1.0000</p>	<p>1.1.17.0 - 1.0000 1.1.17.0 - 1.0000</p>	<p>1.1.17.0 - 1.0000 1.1.17.0 - 1.0000</p>	<p>1.1.17.0 - 1.0000 1.1.17.0 - 1.0000</p>
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**VESTAVIA WALD PARK DEV.**  
SOLUTIONS CAPITAL INVESTMENTS, INC.  
VESTAVIA HILLS, AL

DATE: 10/1/2018  
LBYD  
10







**BIRMINGHAM  
WATER WORKS**

June 1, 2018

#618

**RECEIVED**

JUN 06 2018

**LBYD, INC.**

LBYD, INC.  
ATTENTION: Wells Holladay  
880 Montclair Road  
Suite 600  
Birmingham, AL 35213

Dear Mr. Holladay:

You may present this letter to interested parties as evidence that The Water Works Board of the City of Birmingham has no existing facilities within the utility easement west of property address 1280 Montgomery Highway to be vacated situated in the NE ¼ of the NW ¼ of Section 31, Township 18 South, Range 2W, located in the City of Vestavia, Alabama. Therefore, the Water Board has no objection to the vacation of said utility easement West of Montgomery.

Should you have questions or need additional information, please feel free to contact Ms. Antris Betts, Systems Development Aid III – System Development, at (205) 244-4262; or you may contact Ms. Betts via email at [antris.betts@bwwb.org](mailto:antris.betts@bwwb.org).

Very truly yours,

Douglass Stockham, IV, PE  
Manager - System Development

AB/ja  
D.P. J-476-1

I:\emp JA\2018\Water Avail Letters\Betts\LBYD Ltr of Vacate 1280 Montgomery Hwy 6 1 18.doc



Spire Inc.  
2101 6<sup>th</sup> Avenue North  
Birmingham, AL 35203

formerly Alagasco

June 6, 2018

Wells Holladay  
LBYD, Inc.  
880 Montclair Rd. Suite 600  
Birmingham, AL 35213

RE: ROW Revision to correct variable ROW width to consistent 42 ft width of Waldrige Road  
in Vestavia Hills.

Dear Mr. Holladay,

In response to your email dated June 5, 2018 relative to the above referenced proposed street  
ROW revision.

Please be advised that Spire Alabama Inc. has no facilities located within the area which is  
requested to be vacated.

Sincerely,

A handwritten signature in black ink that reads "Tod J. Fagan".

Tod J. Fagan  
Manager, Right of Way  
Spire Alabama Inc.

TJF:jw  
cc: Tod Fagan, Jeff Wilcox



AT&T - Alabama  
3196 Highway 280  
Room 102N  
Birmingham, AL 35243

May 18, 2018

Wells Holladay, Design Engineer  
LBYP, Inc.  
880 Montclair Road, Suite 600  
Birmingham, AL 35213

Dear Sir:

You may present this letter to interested parties as evidence that BellSouth Telecommunications dba AT&T-Alabama has no facilities within that portion of the public right of way along Waldrige Road that is to be vacated as indicated on the Vestavia Wald Park Development Conceptual Layout. The portion of the right of way of Waldrige Road to be vacated is situated in Section 31, Township 18 South, Range 2 West, Jefferson County, Alabama.

Should you have questions or need additional information, please feel free to contact Liz Smith, at (205) 970-5468; or email [ls5947@att.com](mailto:ls5947@att.com).

Sincerely,

A handwritten signature in black ink that reads "Warren R. Norville".

Warren R. Norville  
Area Manager - OSP - Planning & Eng. Design  
AT&T - Alabama

# JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS - PRESIDENT  
GEORGE F. BOWMAN  
SANDRA LITTLE BROWN  
DAVID CARRINGTON  
T. JOE KNIGHT

## TONY PETELOS

CHIEF EXECUTIVE OFFICER

DAVID DENARD  
Director of Environmental Services Department  
SUITE A300  
716 Richard Arrington, Jr. Blvd. N.  
Birmingham, Alabama 35203  
Telephone (205) 325-5496  
FAX (205) 325-5981

June 22, 2018

Mr. David Dichiara  
LBYD, Inc.  
880 Montclair Road  
Suite 600  
Birmingham, Alabama 35213

RE: Proposed vacation/adjustment of a portion of Waldrige Road right of way in the city of Vestavia Hills (NW¼ of section 31-18-2W) (Cahaba River WWTP sewer system)

Dear Mr. Dichiara:

This responds to your letter dated June 21, 2018 regarding the proposed vacation/adjustment of a portion of Waldrige Road right of way referenced above (said right of way proposed to be vacated/adjusted shown on enclosed Drawing "A"). Our records indicate that an existing County maintained sanitary sewer is located in the vicinity (Montgomery Highway/U.S. Highway 31 road right of way); however, it appears that the proposed road right of way vacation/adjustment does not impact said sewer (said sanitary sewer shown on enclosed Drawing "B"). Based on the aforementioned, this department has no objection to said proposed road right of way vacation/adjustment insofar as sanitary sewers are concerned. If you seek formal/official action from Jefferson County regarding the aforementioned, you should contact Denise Shelton with the County Department of Roads & Transportation, Right of Way Division, regarding such. This letter should not be construed that the County warrants the accuracy of information provided to us by others.

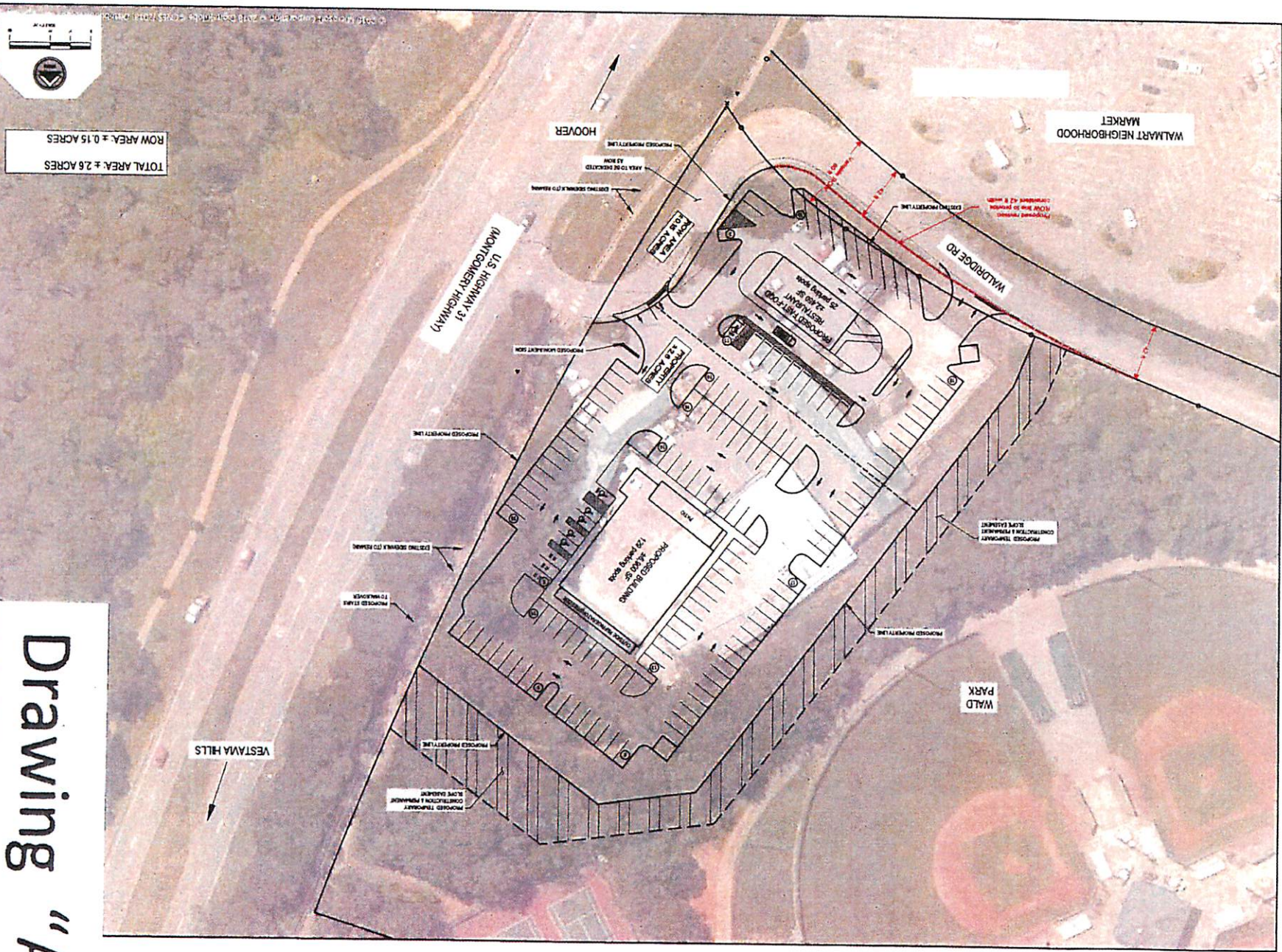
Sincerely,

David Denard  
Director of Environmental Services Department

DD/WMA/sh

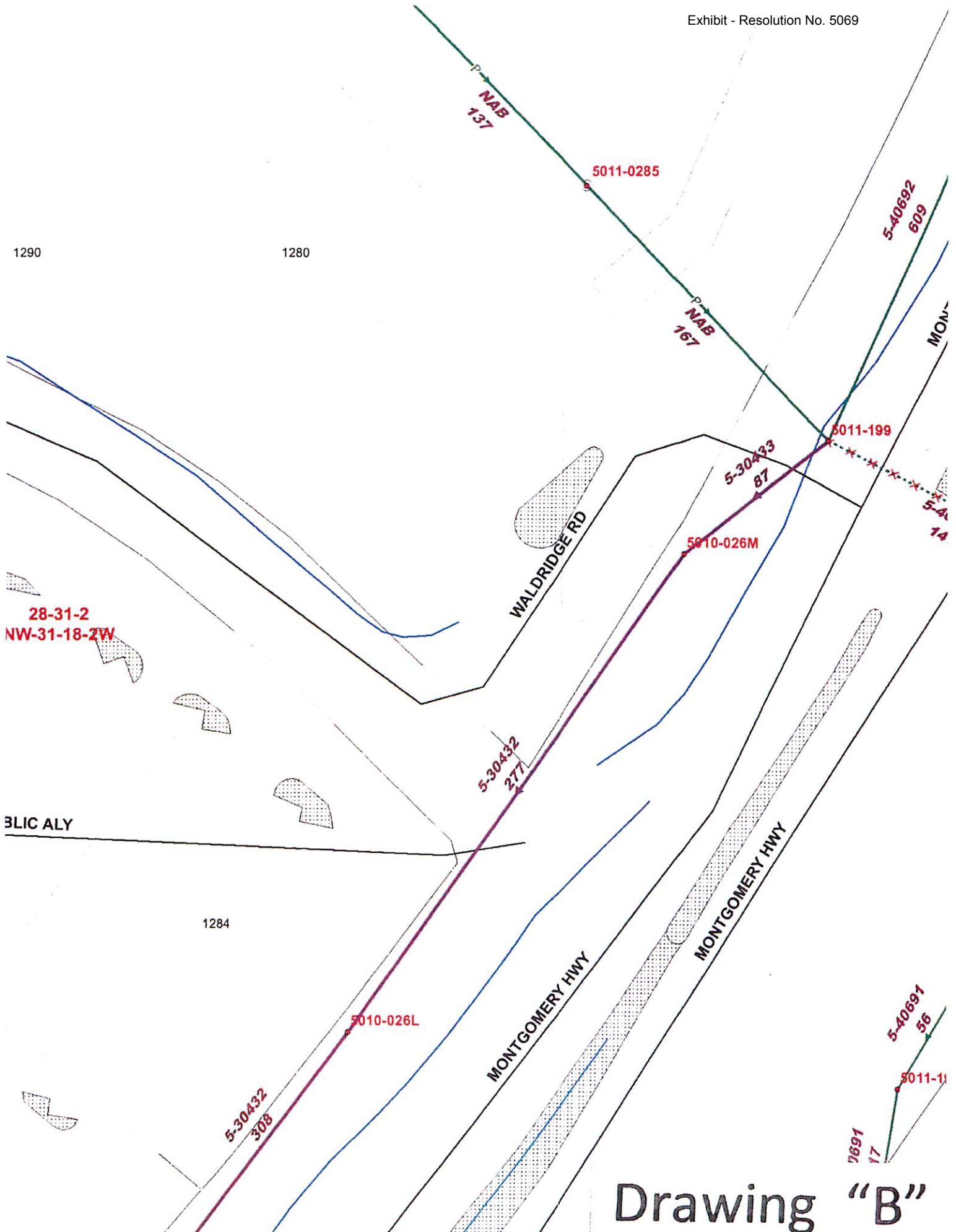
cc: Denise Shelton, Department of Roads & Transportation  
Emily Kemp, Environmental Services Department

Enclosures



Drawing "A"

10	
DATE	5/1/2018
BY	CONCEPTUAL LAYOUT
<b>VESTAVIA WALD PARK DEV.</b> SOLUTIONS CAPITAL INVESTMENTS, INC. VESTAVIA HILLS, AL	
102-17-013 714 South 20th Street Birmingham, AL 35222 Phone (205) 371-4505 Fax (205) 371-4181 (Cell) (205) 488-8228 <b>LBVD, Inc.</b> Professional Engineers License No. 42894 www.lbvd.com	



Drawing "B"

## DESCRIPTION OF PARTIAL VACATION OF WALDRIDGE ROAD.

COMMENCE AT THE COMMON CORNER OF LOTS 1 AND 2 ACCORDING TO THE RESURVEY OF LOTS 12,13,14,15 & 16 WALDRIDGE TERRACE AND LOTS 8, 9,& 10 FIRST ADDITION TO SHADES PARK AS RECORDED IN MAP BOOK 221 PAGE 48 IN THE JEFFERSON COUNTY, PROBATE OFFICE; SAID CORNER LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF WALDRIDGE ROAD, AND BEING THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 800.40 FEET, A CHORD BEARING OF NORTH 58 DEGREES 26 MINUTES 36 SECONDS WEST, AND A CHORD LENGTH OF 186.03 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE FOR 186.45 FEET ; THENCE RUN NORTH 65 DEGREES 07 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR 29.73 FEET; THENCE RUN NORTH 24 DEGREES 53 MINUTES 00 SECONDS EAST FOR 42.00 FEET TO ON A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID WALDRIDGE ROAD AND THE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE VACATED. THENCE RUN ALONG THE PRESENT NORTHERLY RIGHT OF WAY LINE OF WALDRIDGE ROAD THE FOLLOWING COURSES: THENCE RUN SOUTH 67 DEGREES 58 MINUTES 55 SECONDS EAST FOR 52.75 FEET; THENCE RUN SOUTH 67 DEGREES 43 MINUTES 57 SECONDS EAST FOR 25.55 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 516.82 FEET, A CHORD BEARING OF SOUTH 62 DEGREES 34 MINUTES 27 SECONDS EAST, AND A CHORD LENGTH OF 92.93 FEET; THENCE RUN ALONG SAID ARC FOR 93.06 FEET ; THENCE RUN SOUTH 57 DEGREES 24 MINUTES 57 SECONDS EAST FOR 64.68 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 269.48 FEET, A CHORD BEARING OF SOUTH 49 DEGREES 44 MINUTES 04 SECONDS EAST, AND A CHORD LENGTH OF 72.04 FEET; THENCE RUN ALONG SAID ARC FOR 72.26 FEET THENCE LEAVING SAID PRESENT RIGHT OF WAY LINE ; TO THE POINT OF BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING OF NORTH 75 DEGREES 34 MINUTES 25 SECONDS WEST, AND A CHORD LENGTH OF 36.26 FEET; THENCE RUN ALONG SAID ARC FOR 37.63 FEET ; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 842.40 FEET, A CHORD BEARING OF NORTH 55 DEGREES 19 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 196.50 FEET; THENCE RUN ALONG SAID ARC FOR 196.95 FEET ; TO A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 842.40 FEET, A CHORD BEARING OF NORTH 63 DEGREES 33 MINUTES 57 SECONDS WEST, AND A CHORD LENGTH OF 45.60 FEET; THENCE RUN ALONG SAID ARC FOR 45.60 FEET ;THENCE RUN NORTH 65 DEGREES 07 MINUTES 00 SECONDS WEST FOR 29.73 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 2940 S.F. OR 0.07ACRES MORE OR LESS.



**RESOLUTION NUMBER 5070**

**A RESOLUTION DETERMINING THE VALUE OF VACATED  
RIGHT-OF-WAY**

**WHEREAS**, on the 13<sup>th</sup> of August, 2018, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Resolution Number 5069, vacating a portion of rights-of-way pursuant to the provisions of Section 23-4-20 of the Code of Alabama, 1975; and

**WHEREAS**, Section 11-49-6, Code of Alabama, 1975 requires: *“as a condition of exercise of such power to vacate, the governing body may require abutting landowners who will directly benefit from such vacation to pay to such municipality a vacation of right-of-way fee equal to the fair market value of the land which will be added to the holdings of such abutting landowners”*; and

**WHEREAS**, Section 11-49-6, Code of Alabama, 1975 further requires that: *“In no event shall the said vacation of right-of-way fee exceed the assessed value per square foot of all subdivision lots or tracts abutting the right-of-way to be vacated applied to square foot area of real property to be added to the holdings of each abutting landowner paying such fee; provided, however, the determination of such a fee in a lesser amount by the governing body of the municipality shall be conclusive as to its amount”*; and

**WHEREAS**, the terms of this Resolution shall be based upon the following definitions:

- (1) the “fair market value” of the property is the value of the land as determined by the Jefferson County Board of Equalization; and
- (2) the “assessed value” of the property is determined by the classification of the property (i.e. “Class 1” residential, owner-occupied; “Class 2” residential, non-owner-occupied)

**WHEREAS**, an analysis of the future use of the property along with a required platting in which additional private property will be dedicated as additional right-of-way for Waldridge Road thus averaging the width of the roadway to a standard road; and

**WHEREAS**, the applicant has requested and the City Council has approved the vacation of 2,940 square feet of right-of-way, however, will be later dedicating square footage which measures in excess of this vacated 2,940, the City Manager has

recommended an even exchange of properties in lieu of a value determined for said property; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the City Manager and determine no value for the property other than the exchange of square footage of Waldrige Road to be completed in the platting process at a later date.

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

1. The Council has determined that the value of the property vacated in Resolution Number 5069 is calculated at an amount equivalent to \$0.00; and
2. Said value along with all cost of advertising pursuant to Alabama law shall be remitted to the City Clerk prior to filing said vacation in the Office of the Judge of Probate of Jefferson County; and
3. Additional square footage will be dedicated to the right-of-way of Waldrige Road during the later platting process to be approved by the Planning and Zoning Commission; and
4. Said Resolution Number 5070 shall become effective immediately upon adoption and approval and posting/publishing as required by Alabama law.

**ADOPTED and APPROVED** this the 13<sup>th</sup> day of August, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ORDINANCE NUMBER 2779**

**AN ORDINANCE TO ESTABLISH A PRETRIAL DIVERSION PROGRAM FOR THE MUNICIPAL COURT OF THE CITY OF VESTAVIA HILLS, ALABAMA**

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, as the governing body of said municipality, pursuant to the authority granted by Ala. Code 1975, Section 12-14-90, desires to establish a pretrial diversion program for the City of Vestavia Hills Municipal Court;

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

**Section 1:** Established. Pursuant to Act No. 2013-353 of the Alabama Legislature (Ala. Code 1975, Section 12-14-90), a Pre-Trial Diversion Program is hereby established in the Municipal Court of the City of Vestavia Hills. All discretionary powers endowed by common law and provided by statutes and acts of this state or powers or discretion otherwise provided by law for the City of Vestavia Hills shall be retained.

**Section 2:** For the purpose of this Article, the following terms shall have the following meanings:

- 1) **APPLICATION FEE.** A one-time administrative fee imposed by the Municipal Court as a condition precedent to make application into a pretrial diversion program.
- 2) **CITY PROSECUTOR.** The person or persons charged with the responsibility of prosecuting cases in the Municipal Court or any legal staff employed by the City Prosecutor.
- 3) **LAW ENFORCEMENT.** As defined in Section 41-8A-1(a)(1), *Code of Alabama 1975*.
- 4) **LAW ENFORCEMENT OFFICER.** As defined in Section 36-25-1(15), *Code of Alabama 1975*, whether employed in the State of Alabama or elsewhere.
- 5) **MUNICIPAL COURT JUDGE.** The Judge of the Municipal Court for the City duly appointed by the City Council in accordance with Section 12-14-30, *Code of Alabama 1975*, or a special judge appointed by the Mayor in accordance with Section 12-14-34, *Code of Alabama 1975*.
- 6) **DEFENDANT.** Any person charged with a criminal offense, including, but not limited to, any misdemeanor, violation, or traffic offense, as defined by the *Code of Alabama*

1975, which was allegedly committed in the corporate limits or police jurisdiction of the City of Vestavia Hills.

- 7) **PRETRIAL DIVERSION PROGRAM or PROGRAM.** A program that allows the imposition by the City (or by a designated agency) of certain conditions of behavior and conduct for a specified period of time upon an Defendant which allow the Defendant to have his or her charges reduced, dismissed without prejudice, or otherwise mitigated should all of the conditions be met during the time frame set by the City's Municipal Court Judge.
- 8) **SERIOUS PHYSICAL INJURY.** As defined in Section 13A-1-2(14), Code of Alabama 1975.
- 9) **SUPERVISION FEE.** Any fee other than the application fee imposed by any agency providing supervision of treatment of the Defendant.
- 10) **PRETRIAL DIVERSION DATABASE FEE.** A one-time fee of seven (\$7) Dollars required by Alabama Code Section 12-17-226.17 (d) to register each applicant into a state-wide database. This fee will be paid from the Defendant's Application Fee.

**Section 3:** The Pre-Trial Diversion Program established under this ordinance shall be under the supervision of the Presiding Municipal Judge for the City of Vestavia Hills, in conjunction with any rules and regulations established by the municipal governing body. The Presiding Judge, with approval of the municipal governing body, may contract with any agency, person, or business entity for any service necessary to accomplish the purpose of this act.

**Section 4:** The Presiding Municipal Judge, acting in consultation with the Municipal Prosecutor, shall have the authority to establish all rules and terms necessary for the implementation of a Pre-Trial Diversion Program.

**Section 5:** Admittance into the pretrial diversion program is in the sole discretion of the Municipal Court Judge upon an application approved by the City Prosecutor. A Defendant charged with any of the following types of offenses without the express written consent of the victim, and or the complaining witness may be ineligible for admittance:

- 1) Any offense involving violence or aggression resulting in injury to a law enforcement officer.
- 2) Any offense involving eluding or attempting to elude a law enforcement officer.
- 3) Any offense involving violence where a weapon was used or where children are victims.
- 4) Any driving under the influence charge where serious physical injuries are involved.
- 5) A Defendant deemed by the City Prosecutor to be a threat to the safety or well-being of the community.
- 6) Any offense which occurs within a school, educational facility and or on the grounds of a school or educational facility.

- 7) A person may not be admitted to the program if the person holds a commercial driver license (CDL) issued in any U.S. state, any U.S. possession, any U.S. territory, or an U.S. insular area.

**Section 6:** Following the decision of the City Prosecutor to recommend the Defendant into the pretrial diversion program, but prior to approval by the Court, the City Prosecutor and the Defendant shall enter into a written agreement stating the conditions of the participation of the Defendant in the program. The agreement may include, but not be limited to, all of the following:

- 1) A voluntary waiver of the right of the Defendant to a speedy trial.
- 2) An agreement to the tolling, while in the program, of periods of limitations established by statutes or rules of court.
- 3) An agreement to the conditions of the program established by the City Prosecutor.
- 4) If there is a victim of the charged crime, an agreement to the restitution repayment within a specified period of time and in an amount to be determined by the City Prosecutor taking into account circumstances of the Defendant and the victim.
- 5) Submission of a written plea(s) of guilty to the offense or offenses charged or agreed upon included offenses, together with an agreement as to whether the case is to be dismissed upon successful completion of the program, and an agreement, if there be any, as to the recommended sentence should a sentence be imposed

In addition to those requirements set above, or as a condition of continued participation in the program, the City Prosecutor may require the Defendant to agree to any, but not limited to, the following terms or conditions:

- 1) To participate in substance abuse treatment.
- 2) To refrain from the use of drugs or alcohol.
- 3) To not commit any criminal offense.
- 4) To refrain from contact with certain named persons or premises.
- 5) To maintain or seek employment.
- 6) To attend individual, group, financial, chemical addiction, family, mental health, traffic safety, bad check, substance abuse, truancy, shoplifting, alcohol, financial management, employment or anger management counseling.
- 7) To pay all court costs, fees, fines, and worthless checks, and obey any other lawful court order associated with the offense or offenses for which the Defendant has entered the program, or any other case.
- 8) To pay supervision fees and application fees pursuant to this article.
- 9) To be admitted to a drug or alcohol treatment program on an inpatient or outpatient basis or receive other treatment alternatives for substance abuse.
- 10) To submit to periodic or random drug testing as part of the program and other terms and conditions related to substance abuse as the City Prosecutor may direct.
- 11) To perform community service.

- 12) To any other terms or conditions as the City Prosecutor or his or her designee and the Defendant may agree to in the above-stated agreement, it being the purpose of this act to allow the City Prosecutor broad discretion in designing a program specifically for each Defendant and his or her particular circumstances.

**Section 7: Program Fees.**

- 1) The program fee will be determined by the City Prosecutor. It shall be in his/her discretion at the time the program is presented to the Court what the fee shall be. The application fee shall range between \$100.00 and \$1000.00.
  - a) The program fees required by this act shall be paid in full in advance and shall be collected by the Vestavia Municipal Court. The fees shall be disbursed to the Court Pretrial Diversion Fund minus any designated fees obligated by law.
- 2) An applicant may not be denied access into the pretrial diversion program based solely on the inability of the Defendant to pay the program fee. Program fees may be waived or reduced or delayed for just cause, including indigency of the Defendant, at the discretion of the Municipal Judge. Any determination of the indigency of the Defendant for purposes of program fee mitigation shall be determined by the Municipal Court Judge that there is no reasonable likelihood within the reasonably foreseeable future that the Defendant will have the ability to pay the program fee.

**Section 8: Program Termination.**

- 1) After any violation of any program terms or conditions or upon any breach of any program agreement by the Defendant, the Municipal Court Judge or the City Prosecutor (upon the order of the Municipal Court Judge) may do, but not limited to, any of the following:
  - a) Continue the agreement with or without modification.
  - b) Terminate the Defendant from the pretrial diversion program.
  - c) Require the Defendant to adopt a new agreement as a condition of continued participation.
  - d) The Judge or City Prosecutor (upon the order of the Municipal Court Judge) may waive a violation for good cause shown why the Defendant should stay in the program.
- 2) In the event the Defendant is terminated from the program, the Municipal Court Judge shall impose appropriate punishment in the same manner as with any plea of guilty or finding of guilty and shall not be bound by the terms of agreement as to what punishment to impose.
- 3) Upon successful completion of the program by the Defendant, the City Prosecutor shall notify the Municipal Court Judge in writing of the fact together with a request that the court enter an order of disposition of the case pursuant to the agreement between the Defendant and the City Prosecutor.
- 4) Regardless of whether the Defendant successfully completes the program or withdraws from or is terminated from the program, the Defendant will still be liable for and required to pay any and all court costs and fees, restitution, victim's compensation fund assessment, and any and all other fees and assessments, in the same manner as if the Defendant had not applied for entry into the program and had been found guilty of the offense or offenses involved. No costs, fees, restitution, or

assessments shall be waived or remitted, absent an express agreement to that effect between the City Prosecutor and the Defendant, without a finding by the Municipal Court Judge that the Defendant does not have the reasonable ability to pay the same within the reasonably foreseeable future.

**SECTION 9:** The provisions of this Ordinance are severable. If any part of this act is declared invalid or unconstitutional, that declaration shall not affect the part which remains.

**SECTION 10:** All laws or parts of laws which conflict with this Ordinance are hereby repealed.

**SECTION 11:** This Ordinance shall take effect from and after the date of its adoption and publication as provided by law.

**DONE, ORDERED, ADOPTED and APPROVED** this the 13<sup>th</sup> day of August, 2018.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2779 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 13<sup>th</sup> day of August, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rebecca Leavings  
City Clerk

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

June 27, 2018

By Regular Mail and Electronic Mail

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

In Re: Ordinance Establishing a Pretrial Diversion Program

Dear Mr. Downes:

In accordance with your request, I have reviewed the proposed Ordinance Establishing a Pretrial Diversion Program for the Vestavia Hills Municipal Court, together with Title 12-14-90, et seq., *Code of Alabama, 1975*.

It is my legal opinion that the proposed ordinance meets the requirements of Alabama law. Please call me if you have any questions regarding this matter.

Sincerely,



Patrick H. Boone  
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by e-mail)





## VESTAVIA HILLS MUNICIPAL COURT PRE-TRIAL DIVERSION PROGRAM

### I. What is a Pre-Trial Diversion Treatment Program?

This voluntary Pre-Trial Diversion Program is an alternative to prosecution. Upon successfully completion of the program, the charge(s) against the defendant will be dismissed with prejudice. If the defendant is unsuccessful the defendant will be returned to the normal prosecution procedures of the court. The major objectives of the pre-trial diversion treatment program are to: (1) provide specific intervention programs designed to prevent future violations and provide diversion guidance and to (2) provide **eligible** defendants with an alternative to prosecution in an attempt to keep criminal convictions off their record and modify future behavior.

### II. What should I expect?

- The defendant will complete the application form necessary for acceptance into the Vestavia Hills Municipal Court Pre-Trial Diversion Treatment Program.
- If accepted, then the defendant must sign an agreement with the court to abide by the terms and conditions of the Vestavia Hills Municipal Court Pre-Trial Diversion Treatment Program.
- Once the necessary forms are signed the defendant will return to court at a later date to sign up for required classes and to **pay the application fee. (APPLICATION FEE IS NONREFUNDABLE) (DEFENDANTS MAY NOT SIGN UP FOR CLASSES UNTIL THE APPLICATION FEE IS PAID IN FULL)**

**LISTS OF THE CLASSES AND APPROXIMATED COSTS ARE INCLUDED ON THE FOLLOWING PAGES.**

- Once in the program the defendant will periodically have to return to court for a “review hearing” to ensure the defendant is in compliance with the terms and conditions of the program.
- If in compliance, the case will be continued for the defendant to complete the program.
- If not in compliance, the Municipal Judge will make a determination whether to allow the defendant to continue the program or to terminate the defendant from the program.

### **WARNING:**

**By entering into a pre-trial diversion treatment agreement, you waive your right to a trial. The agreement’s provisions include an admission of guilt, which converts into a guilty plea if you fail to satisfy the terms and conditions of a pre-trial diversion treatment agreement. You must satisfy the terms and conditions of a pre-trial agreement. You must closely review the provisions of a pre-trial diversion treatment agreement before signing. Although not required, your interest may be best served by seeking legal assistance prior to agreeing to the pre-trial diversion treatment program.**



## VESTAVIA HILLS MUNICIPAL COURT PRE-TRIAL DIVERSION PROGRAM

### Domestic Violence

- |  |                    |
|--|--------------------|
| <input type="checkbox"/> Application Fee ( <i>due on or 1<sup>st</sup> compliance date</i> ) (60 days) | \$500              |
| <input type="checkbox"/> Anger Management Classes (8 sessions)   | \$170              |
| <b>OR:</b>   |                    |
| Domestic Violence Classes (16 or 24 sessions)  |                    |
| ▪ Assessment Fee:  | \$25               |
| ▪ Workbook Fee:  | \$35               |
| ▪ Fee per session:   | \$25 (per session) |
| <input type="checkbox"/> Payment of Court Cost ( <i>due upon completion</i> )                          | \$216              |

### Driving While Under the Influence

- |   |                  |
|---|------------------|
| <input type="checkbox"/> Application Fee ( <i>due on 1<sup>st</sup> compliance date</i> ) (60 days) | \$500            |
| <input type="checkbox"/> Evaluation/Initial Drug Test   | \$96             |
| <input type="checkbox"/> Level 2 or level 3 Classes   | \$TBD            |
| <input type="checkbox"/> Restorative Justice Class ( <i>one 8 hour class</i> )                      | \$75             |
| <input type="checkbox"/> 8 hour Defensive Driving School  | \$300            |
| <input type="checkbox"/> 9 months of monitoring   | \$30 (per month) |
| <input type="checkbox"/> 9 months of drug & alcohol testing   | \$20 (per test)  |
| <input type="checkbox"/> 4 self-help meetings   | FREE             |
| <input type="checkbox"/> Interlock (as mandated by state law)                                       |                  |
| <input type="checkbox"/> Payment of Court Cost ( <i>due upon completion</i> )                       | \$545            |

### Harassment

- |   |       |
|---|-------|
| <input type="checkbox"/> Application Fee ( <i>due on 1<sup>st</sup> compliance date</i> ) (60 days) | \$500 |
| <input type="checkbox"/> Anger Management Classes (8 sessions)                                      | \$170 |
| <input type="checkbox"/> Payment of Court Cost ( <i>due upon completion</i> )                       | \$216 |

### Minor in Possession of Alcohol

- |   |       |
|---|-------|
| <input type="checkbox"/> Application Fee ( <i>due on 1<sup>st</sup> compliance date</i> ) (30 days) | \$300 |
| <input type="checkbox"/> Evaluation/Initial Drug Test   | \$95  |
| <input type="checkbox"/> Level 1 Classes  | \$145 |
| <input type="checkbox"/> 3 months of monitoring   | \$90  |
| <input type="checkbox"/> Payment of Court Cost ( <i>due upon completion</i> )                       | \$216 |



## VESTAVIA HILLS MUNICIPAL COURT PRE-TRIAL DIVERSION PROGRAM

<input type="checkbox"/> <b>Possession of Marijuana and Drug Paraphernalia</b>	
<input type="checkbox"/> Application Fee ( <i>due on 1<sup>st</sup> compliance date</i> ) (60 days)	\$500
<input type="checkbox"/> Evaluation/Initial Drug Test	\$95
<input type="checkbox"/> Level 1/2/3 Classes (To be determined)	\$TBD
<input type="checkbox"/> Restorative Justice class ( <i>one 8 hour class</i> )	\$65
<input type="checkbox"/> 6 months of monitoring	\$270
<input type="checkbox"/> 6 months of drug & alcohol testing	\$20 (per test)
<input type="checkbox"/> 4 self-help meetings	FREE
<input type="checkbox"/> Payment of Court Cost ( <i>due upon completion</i> )	\$356
<input type="checkbox"/> <b>Public Intoxication</b>	
<input type="checkbox"/> Application Fee ( <i>due on 1<sup>st</sup> compliance date</i> ) (30 days)	\$300
<input type="checkbox"/> Evaluation/Initial Drug Test	\$95
<input type="checkbox"/> Level 1/2/3 Classes (To be determined)	\$TBD
<input type="checkbox"/> Restorative Justice class ( <i>one 8 hour class</i> )	\$65
<input type="checkbox"/> 3 months of monitoring	\$150
<input type="checkbox"/> 3 months of drug & alcohol testing	\$20 (per test)
<input type="checkbox"/> 4 self-help meetings	FREE
<input type="checkbox"/> Payment of Court Cost ( <i>due upon completion</i> )	\$216
<input type="checkbox"/> <b>Theft of Property</b>	
<input type="checkbox"/> Application Fee ( <i>due on 1<sup>st</sup> compliance date</i> ) (60 days)	\$500
<input type="checkbox"/> Restorative Justice Class ( <i>one 8 hour class</i> )	\$65
<input type="checkbox"/> Community Service (20 hours)	
<input type="checkbox"/> Court Costs ( <i>due upon completion</i> )	\$216

**DEFENDANTS MAY NOT SIGN UP FOR CLASSES UNTIL THE APPLICATION FEE IS PAID IN FULL**

**ALL FEES AND COURT COSTS MUST BE PAID IN FULL UPON COMPLETION**

\*Subject to change by State and Local Government provisions.



VESTAVIA HILLS MUNICIPAL COURT  
PRE-TRIAL DIVERSION PROGRAM

Full Name: \_\_\_\_\_  
Last First MI

Date of Birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ SSN (Last 4): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Home Number: (\_\_\_\_\_) \_\_\_\_\_ Cell Number: (\_\_\_\_\_) \_\_\_\_\_

Case Number(s): \_\_\_\_\_

Do you have a valid driver's license? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have a valid **CDL**? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you be represented by legal counsel? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, print attorney's name: \_\_\_\_\_

If no: I voluntarily waive my right to be represented by an attorney in this matter \_\_\_\_\_  
Initials

I, \_\_\_\_\_ understand and agree to all terms and conditions of the City of Vestavia Municipal Court Pre-Trial Rehabilitation Program including but not limited to:

- (1) The rules and requirements expressed on page 1 of the City of Vestavia Municipal Court Pre-Trial Rehabilitation Program packet;
- (2) Compliance with all other Orders of City of Vestavia Municipal Court;
- (3) I am financially able to pay all costs and expenses of such Program;
- (4) To refrain from any criminal conduct

**NOW THEREFORE**, admittance into the Program is hereby granted to defendant by the City Prosecutor of the City of Vestavia Municipal Court in exchange for the promises of the defendant made herein; and the truthful representation made to the City Prosecutor by defendant in the Application.

\_\_\_\_\_  
Defendant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant's attorney's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Prosecutor

\_\_\_\_\_  
Date



**VESTAVIA HILLS MUNICIPAL COURT**  
**DEFENDANT'S ADMISSION OF GUILT**

I, \_\_\_\_\_ hereby voluntarily admit that I am guilty of the offenses (listed below) against the City of City of Vestavia.

\_\_\_\_\_  
Offense

\_\_\_\_\_  
Case Number

\_\_\_\_\_  
Offense

\_\_\_\_\_  
Case Number

\_\_\_\_\_  
Offense

\_\_\_\_\_  
Case Number

I enter this Admission of Guilt voluntarily. I have not been coerced or threatened into doing so.

I understand I have the right to be right represented by an attorney.

I understand that in the event that I am admitted to the Pre-Trial Rehabilitative Treatment Program ("Program") and am subsequently terminated from the Program due to non compliance, this Admission of Guilt will be used against me in subsequent proceedings regarding the charge against me as set forth herein, including, its admission at any trial of this charge. I further understand that if I successfully complete the Program that the case against me will be dismissed and this guilty plea will not be used against me.

\_\_\_\_\_  
Defendant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant's attorney's signature

\_\_\_\_\_  
Date